

Borough of Sayreville Aggregation Program
C/O Commercial Utility Consultants, Inc.
430 Clements Bridge Rd.
Barrington, NJ 08007



Important information regarding the Borough of Sayreville Electricity Aggregation Program.



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NEW HAVEN, CT



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<First Name> <Last Name>
<Address Line 1>
<Address Line 2>
<City> <State> <Zip>

This notification is in regards to your electric service at:

<Service Address Line 1>
<Service Address Line 2>
<Service City>, <Service ST> <Zip>

August 26, 2015

Dear Borough of Sayreville Residents:

As you may recall, last August you received notice of the energy aggregation program being initiated in Sayreville to give its residents an opportunity to pay a lower electric supply rate than what JCP&L was offering. We had a very successful program with a majority of residents participating who were provided a total savings of close to \$300,000 over the last year for the Borough.

In order to continue to offer a lower rate, the Borough solicited competitive bids from electric suppliers to set a rate for the next term as the current contracted rate will expire at the end of September.

We are pleased to announce that Constellation Energy Services, Inc. ("CES") has been selected as the new supplier for the program with a new fixed rate of **\$0.0948/kWh** for the 24 month contract. This is a fixed rate and will go into **effect beginning with your October 2015 meter reads and go through October 2017**. JCP&L's posted rate will be \$0.1041/kWh **effective 10/1/15 through 5/31/16.***

In order to obtain this rate, there is nothing you need to do. If you do not wish to receive the fixed rate, please call the numbers listed or return the bottom portion of the mailer on the enclosed attachments.

The energy aggregation program itself was created and is overseen by the Board of Public Utilities (BPU) and the Division of Rate Counsel. It allows for municipalities to pool the energy usage from all residents within the Borough in an effort to secure a lower rate on the electric supply portion of your bill.

For those of you who have questions beyond what is enclosed here, we will be holding outreach meetings on September 2, 2015 at 10am be held at the Senior Center at 423 Main Street with light refreshments and Borough Hall on September 9, 2015 at 7:00 pm in council chambers. Our energy consultants, Commercial Utility Consultants (CUC), will be on hand to do a presentation and answer any questions you may have at that time. Please look on the borough's website (www.sayreville.com) for any additional outreach information.

If after reading through the material enclosed, you still have some questions, you can call CUC directly at 855-200-2648. If you wish to opt out, you may call 877-292-3904 or visit www.njaggregation.us.

I appreciate you taking the time to read this valuable information.

Sincerely,

Dan Frankel

Dan Frankel, Business Administrator

*JCP&L rates could increase or decrease during the course of this program, therefore savings cannot be guaranteed over the term of the agreement. JCP&L's charges can change quarterly and are posted on the web.

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Things to know!



- ✓ JCP&L remains the utility company who provides **all services** such as billing, meter readings and emergency services. If the power goes out, it is still JCP&L's responsibility, as the utility company, to restore power.
- ✓ You will continue to receive one (1) bill from JCP&L and only pay JCP&L. The only thing that changes is the supplier's name on the supply portion of your bill. It will now say "Constellation Energy Services".
- ✓ JCP&L will still charge a "delivery fee" just as they do today. Those charges remain the same no matter which supplier you choose.
- ✓ The rate is not effective until October 2015. The comparison rate on your current bill is not the price to compare for this program. You can find future rates on the JCP&L website under: www.firstenergycorp.com/customer_choice/new_jersey/price_to_compare
- ✓ Your bill will provide a note stating the current JCP&L rate, so you always have a way to see the price to compare. This can be found in the upper left portion of your bill.
- ✓ No one will be knocking on your door for this program. All information pertaining to the Borough's program is provided on the Borough's website (www.sayreville.com) or www.njaggregation.us and through official USPS mail. Please do not give anyone information if they come to your door to discuss this program.
- ✓ The rate offered is fixed for the entire 24 month term. It is not a variable rate.
- ✓ The new rate will be for 24 months (October 2015 – October 2017 meter reads). Prior to term expirations, information will be provided on the next rate/term.
- ✓ There are no additional fees to participate or to opt out.
- ✓ If you do not wish to participate in this program, you must Opt Out **within 30 days of the date of this letter**. This is per the state statute N.J.A.C. 14:4-6.1 et seq.
- ✓ After the initial enrollment, you may opt out of the program **at any time with no fees or penalties**. The effective date for leaving the program after opting out, is approximately 1 meter read cycle.
- ✓ You may opt back in to the program at any time with no fees or penalties effective approximately 1 meter read cycle.
- ✓ Budget billing or equal payment plan is offered by Constellation for only the supply portion of the bill. The budget amount for utility charges will be managed by the utility. To enroll in Budget Billing with Constellation for the supply portion of your bill, please call 1-855-836-6578.
- ✓ If you are currently enrolled in Budget Billing through the utility, Constellation will automatically enroll your account on Budget Billing for your Electric Generation Service. To cancel Budget Billing for your Electric Generation Service please call 1-855-836-6578.
- ✓ Government Energy Aggregation programs allow municipalities to pool together the usage of all residents in order to obtain a lower electric supply rate. The lower rate is offered to residents as a benefit.
- ✓ Commercial Utility Consultants, Inc. (CUC) are an independent consultant appointed by the Borough to administer the energy aggregation program. They are not an energy supplier.
- ✓ Constellation Energy Services, Inc. is a third party energy supplier, licensed by the Board of Public Utilities (License #ESL-017). Constellation will be supplying the energy to JCP&L for Sayreville residents.



August 26, 2015

Dear Borough of Sayreville Resident,

The Borough of Sayreville has passed an ordinance & resolution to establish an Energy Aggregation Program. This is the second term for this program being offered through the Borough. This program permits the aggregation of all participating residential customers in the Borough for the purpose of purchasing electricity at lower rates than are currently available from your electric utility. The Borough combined the load of all residential customers in the municipality and received competitive bids from NJ BPU licensed suppliers to provide electric supply service. We have obtained a rate that is lower than JCP&L's current charges for the energy supply portion of your bill as follows:¹

Electricity Auction Results: \$0.0948 per kWh offered by Constellation Energy Services, Inc. compared to the JCP&L average price to compare rate of **\$0.1041 per kWh (effective 10/1/15 through 5/31/16)**. This rate will go into effect with your **October 2015 meter reads and goes through your October 2017 meter reads**. For example, if your electric usage is 1000/kWh in October, 2015, your bill under this program will be \$94.80 for the supply portion versus \$104.10 that you would have paid with JCP&L. This program offers a fixed rate and is designed to offer some savings without the risk of rate increases; unlike variable third party supply contracts. The Borough decided to offer this as a benefit to our residents at no cost.

The aggregation program is only for the supply portion of your electric service. JCP&L will continue to provide the delivery portion of your bill at regulated rates and will continue to provide all emergency and safety services. JCP&L will also continue to provide customer services such as meter reading, billing² and service restoration. Please see the attached "Things to Know" for additional information.

You will receive a final letter from JCP&L notifying you of the date on which service with Constellation will begin. If for any reason you are dissatisfied with the new supply service, **you have the right to leave the aggregation program at any time that you choose without a penalty.**³

IMPORTANT: As a residential electric customer who has not chosen a Third Party Supplier for your electric supply, you will be AUTOMATICALLY ENROLLED in this program unless you indicate your desire NOT TO participate by completing and mailing the attached response card by 9/25/2015. You may also call 877-292-3904 or visit www.njaggregation.us to opt out of the program. Please note that wait times may be longer during high call time periods.

Sincerely,

Dan Frankel

Dan Frankel, Business Administrator

¹ JCP&L rates could increase or decrease during the course of this program, which would affect the anticipated level of customer savings. Savings cannot be guaranteed over the term of the agreement. JCP&L's charges can change quarterly and are posted on the web.

² Other billing arrangements may apply for customers who do not remain current with their bills.

³ Leaving the program is subject to the timing of meter readings and typically takes 1 full meter read cycle.

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I wish to opt out of the Sayreville Aggregation Program.

Mail to: Sayreville Aggregation Program
C/O Commercial Utility Consultants, Inc.
430 Clements Bridge Rd., Barrington, NJ 08007



Full Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Customer #: _____

The 20 digit customer # can be found on your JCP&L bill under the "Charges from JCP&L" section. This must be filled out to ensure accuracy of opt out.



**Contract and Disclosure Statement Summary
New Jersey Residential Contract
Borough of Sayreville Energy
Aggregation Program**

Third Party Supplier Information: By entering into this contract for the program, you are agreeing to purchase your electric supply from this supplier.	Constellation Energy Services, Inc. (BPU license # ESL -0171) will be responsible for supply of your electricity. You can call us at our toll-free number 1-855-836-6578, available 24 hours a day, 7 days a week or email us at vst@constellation.com . www.constellation.com Constellation Energy Services, Inc. 116 Village Boulevard, Suite 200, Princeton, NJ 08540 (BPU license # ESL-017)
Price Structure	Your contract price is fixed for the initial term of 24 months and includes costs associated with the generation and transmission of your electricity supply. Your contract price includes New Jersey Sales and Use Tax.
Generation/supply Price	\$0.0948/kWh during the term.
Statement Regarding Savings:	During the term of your contract, the price may be higher or lower than the EDC's price-to-compare, which changes over time based upon your EDC's procurement structure. Therefore <u>savings are not guaranteed</u> .
Amount of time required to change from Constellation back to default service or another TPS.	Upon your termination of this contract, we will return you to being supplied by your local utility or alternate supplier at your next available meter read date. You will continue to remain responsible for payment for electricity and related costs and charges incurred under this contract through such meter read date.
Incentives	None
Right to Cancel/Rescind	You will receive a notice from your utility confirming your selection of Constellation as your supplier. You will have seven (7) calendar days from the date of that confirmation notice to termination this contract without penalty. You may opt out of this contract at any time without incurring an early termination fee by providing us advanced written notice, though you will be responsible for any charges associated with the electricity you use.
Program Contract Start Date	We will begin supplying electricity to your account on the next applicable meter read date after the utility process your enrollment.
Program Contract Term/Length	24 Months
Cancellation/Early Termination Fees	There are no cancellation or early termination fees associated with this contract for the program.
Renewal Terms	There will be no automatic renewal under this contract.
Distribution Company Information	Your local utility is responsible for the actual delivery of electricity to your home. In cases of emergencies relating to your service, such as a power outage, please call your local utility or visit their website: Jersey Central Power and Light Customer Service 1-800-662-3115 Emergency Number 1-888-544-4877 https://www.firstenergycorp.com/content/customer/jersey_central_power_light.html

TERMS & CONDITIONS

NEW JERSEY ELECTRICITY SUPPLIER LICENSE NUMBER ESL-0171

Purchase of Electric Generation Service

Constellation Energy Services, Inc. ("Constellation") agrees to sell, and you agree to buy, your full requirements for residential electric generation service at the price and on the terms and conditions specified in this agreement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. Constellation reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to Constellation.

Term: Fixed Pricing

You are signing up for 24 months of price protection. During this period, your fixed price for electric generation service will be 9.48 cents per kWh, which includes the New Jersey Sales and Use Tax ("SUT"). At the end of the 24 month period, we will return you to being supplied by your local utility or alternate supplier at your next available meter read date. You will continue to remain responsible for payment for electricity and related costs and charges incurred under this contract through such meter read date.

Other Pricing Terms

The price charged for electric generation service under this Contract is reflective of competitive market conditions, was not set or approved by the New Jersey Board of Public Utilities and does not include any applicable taxes (except for SUT) or local distribution company fees or charges which will be charged by your local distribution company responsible for service territory where you reside: Jersey Central Power & Light (the "Utility"). There is no charge for entering into this Contract or for terminating this Contract at the end of the then-applicable Contract term as provided in the "Term; Fixed Pricing" section.

Rescission

You will receive a notice from your Utility confirming your selection of Constellation as your electric power supplier and you will have 7 calendar days from the date of the confirmation notice to contact your Utility and rescind your selection. This Contract is not binding until the 7-day rescission period has expired and you have not rescinded the selection of Constellation as your electric power supplier. Please contact us toll-free at 1-855-836-6578 if you have any questions regarding rescission.

Net Metering

If you currently own or plan to install during the term of this Contract eligible renewable electrical generating facilities generating class 1 renewable energy as defined in N.J.A.C. 14:4-8.2 to supply all or part of your electricity usage and such generating facility is or will be net metered by the Utility you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

Price Comparison

Please note that the Utility's tariff rates likely will change from time to time and therefore Constellation cannot guarantee savings over the Utility's rates for the entire term of this Contract or any renewals. You may also consult your Utility's Price to Compare shown on your monthly invoice for consideration.

Initiation of Service

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION TO CHANGE YOUR ELECTRIC POWER SUPPLIER AND, BY SIGNING BELOW, YOU AUTHORIZE CONSTELLATION TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. Constellation will begin providing electric generation service to you on the next applicable meter read date after the Utility processes your enrollment and your service will continue throughout the term of this Contract. The Utility will notify you of the date on which your electric generation service from Constellation will begin. Constellation's electric generation service will be delivered to your residence using the Utility's electricity distribution wires. You represent and warrant that the electricity supply being purchased under this Contract is to be used solely for residential purposes. Constellation's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer throughout the term under the applicable residential electric rate class.

Billing and Payment

The cost of your electric generation service will be included on your bill from the Utility, and is due and payable when your Utility bill is due at the billing address provided in your Utility bill. You will be invoiced for Constellations charges under this Contract at the applicable price set forth in the "Term; Fixed Pricing" section above multiplied by your electricity usage as measured by the Utility in kWh during the applicable billing period. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplier under this Contract. If the Utility is unable to read your meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supply to you under this Contract is conditioned on the Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You are no longer eligible for consolidated billing by the Utility if you are in arrears for payment for 120 or more days, at which point we reserve the right to terminate our Contract. You will be billed additional charges, including taxes and charges to transmit and distribute the electricity to your home, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you regarding transmission or distribution of the electricity during the term of this Contract. We will notify you if any new or increased taxes, fees or other charges are imposed. Constellation reserves the right to change billing methods.

Budget Billing

Constellation will offer Budget Billing to New Jersey Governmental Aggregation Program participants. You may elect Budget Billing at any time by contacting our customer care department as long as you are not past due on your payments and are eligible for Utility consolidated billing. If you are currently enrolled on Budget Billing with the Utility, Constellation will automatically enroll you on Budget Billing for your electric generation services under this Contract unless you contact us at the below number. Budget Billing is designed to eliminate the highs and lows in customer's energy bills, so that their bill remains stable from month to month. Constellation will be responsible for calculating the budget amount only on the supplier portion of the bill; the budget amount for utility charges will be managed by the utility. Constellation will calculate the customer's estimated yearly energy cost by looking at last year's energy use and factoring in weather, the price offered to the Governmental Aggregation Program participants and, if needed, future price forecasts. These costs will be divided into 12 equal payments. Every 6 months, Constellation will review its budget billed accounts and the payment amount may be adjusted to more closely reflect actual use. The customer's bill for the 12th month, will include a true-up for any difference between what they paid and the actual cost of the energy they used throughout the year. If the customer paid too much, we will apply a credit to their bill. If the customer paid too little, the balance will appear on the true-up invoice. In the event that a customer moves or otherwise opts-out, a final true-up invoice will be rendered to the customer for the usage they actually consumed. For more information or to sign-up for or to cancel Budget Billing contact our customer care center at 1-855-836-6578.

Late or Insufficient Payment

When the Utility issues you a consolidated bill, all invoiced balances not paid in full by the due date are subject to the Utilities late payment policies and procedures. If Constellation directly invoices you, you are required to pay our invoices within 20 days from the invoice date and we reserve the right to charge you interest for any past due invoice amount at 1.5% per month or the highest amount permissible under applicable law, whichever is less. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorney's fees and returned check charges. If you make a payment for an amount less than the total amount due, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

Credit

Constellation reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers.

Opt Out Period

You may terminate this Contract without incurring an early termination fee at any time during this Contract (the "Opt Out Period") by notifying the Utility that you would like to return to Utility service. You must also notify us in writing or by calling our customer care center at 1-855-836-6578. Upon your termination of this Contract during the Opt Out Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Opt Out Period has expired without you terminating our Contract.

Termination

Constellation may terminate this Contract for any non-payment or any other breach of this Contract upon 30-days prior written notice to you of such termination or if you are no longer eligible for Utility consolidated billing. If you fail to cure within the 30-day notice period, we may terminate the Contract even if you subsequently cure the non-payment or breach after such period has expired. Constellation may also terminate this Contract upon 30 days prior written notice to you if you are no longer eligible for consolidated billing by the Utility or if, due to a change in law or other act beyond our reasonable control, we are no longer able to serve you. **You may terminate this Contract during the Opt Out Period in accordance the “Opt Out Period” section above without incurring an early termination fee.**

If you move, become disabled and are no longer able to pay for our services or die, this Contract may be terminated without penalty by giving us 48 hours prior written notice. Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another electric power supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. Upon any termination, you will remain responsible for any unpaid balance as of the termination date. The delivery of electricity to you cannot be terminated or interrupted by the Utility as a result of any dispute between Constellation and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the right to receive your payments under this Contract, your payment obligations may become Utility charges for purposes of termination of service.

Assignment, Address Change

Constellation may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without notice or your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, our Contract will terminate and you will be required to return to Utility service for at least one month for service at your new address after which period we would welcome the opportunity to serve you under a new Contract at your new address. You will be responsible for paying for all electricity supplied to your old address until the date this Contract is terminated in accordance with its terms.

Change in Pricing and Other Terms

Notwithstanding any other provision in this Contract, unless a law requires otherwise, the material terms of this Contract can only be changed upon written agreement of both you and us. If we request such a change, Constellation will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this Contract without any further obligation by notifying us in writing within 30 days after receiving notice of the new prices and/or terms and conditions, in which case your electric generation service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess a termination payment.

Information Release Authorization

Throughout the term, you authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You authorize Constellation to release such information to third parties that need to know such information in connection with your electric generation service and to Constellations affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to reject your enrollment or terminate this Contract in the event these authorizations are rescinded, you fail to meet or maintain satisfactory credit standing as determined by us, or you fail to meet minimum or maximum threshold consumption levels as determined by us. If you fail to remit payment in a timely fashion, we may report the delinquency to a credit-reporting agency.

Dispute Resolution

If you have a billing or other dispute involving our service, please contact us at 1-855-836-6578. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. If the dispute cannot be resolved within 45 days, a complaint or request for an Alternate Dispute Resolution procedure may be submitted by either party by contacting the New Jersey Board of Public Utilities at 1-800-624-0241.

Limitation of Liability

You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of the Utility or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate electric generation service on the date specified herein due to any failure or delay in enrolling you with the Utility. Constellation's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract. Nothing contained in this Contract shall constitute a waiver of any rights you have under New Jersey or Federal consumer protection laws.

Force Majeure

We do not transmit or deliver electricity and certain causes and events out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our control.

Miscellaneous

Except with respect to Constellation's affiliates and subcontractors under the "Limitation of Liability" section, there are no third party beneficiaries of this contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, shall survive termination for any reason. This Contract constitutes the entire agreement between you and Constellation. No statement, promise or inducement made by either party not contained in this Contract shall be valid or binding. Any reference to days or periods shall mean calendar days.

Contact Information

CONSTELLATION ENERGY SERVICES, INC.'S NEW JERSEY ELECTRIC POWER SUPPLIER LICENSE NUMBER IS ESL-0171. Contact us with any questions 24 hours a day, 7 days a week.

Our toll-free number is 1-855-836-6578

We can be reached by mail at:

Constellation Energy Services, Inc.
P.O. Box 4911
Houston, TX 77210-4911

Please contact us at this address or phone number to resolve any disputes regarding this Contract.

For emergencies or other inquiries relating to your service, such as a power outage, please call your local utility:

Jersey Central Power & Light Contact Information:

Customer Service: 1-800-662-3115

The New Jersey Board of Public Utilities Division of Consumer Relations toll free number is 1-800-624-0241 and their website address is <http://www.state.nj.us/bpu/>.

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

- We are making payment to Commercial Utility Consultants, Inc. in connection with its efforts to facilitate our entering into this Agreement; and
- Your price reflects the fee we are paying to Commercial Utility Consultants, Inc.
- Commercial Utility Consultants, Inc. 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 Commercial Utility Consultants, Inc.

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