

# LETTER OF AGENCY

In accordance with Mass. Gen. Laws Ann. ch. 164 § 1F (2006) and the separate Massachusetts Residential Electric Supply Agreement simultaneously entered into between ("Customer") and Constellation NewEnergy, Inc. ("Constellation Energy"), Customer hereby authorizes Massachusetts Electric Company ("Utility") to change Customer's electric service provider to Constellation Energy for Customer's residential account(s) listed below:

**Customer Address:** \_\_\_\_\_, MA

**Customer Account:** \_\_\_\_\_

Customer understands that only one generation company, aggregator and Supplier may be designated as the Customer's competitive supplier.

The service to be supplied by Constellation Energy is Customer's residential electric service, based on the terms and conditions of electric service as provided in the Supply Agreement.

Customer also permits and hereby authorizes Utility to provide customer's billing and usage data for the above referenced account(s) to Constellation Energy.

Any change in electric service provider selection may involve a charge to the Customer by the Customer's current electric service provider.

Unless required by law or administrative rule, future correspondence between Constellation Energy and the Customer will be by email.

Customer may contact Constellation Energy at 1-855-465-1244 to request future correspondence be sent by United States Mail.

The Customer will receive a written copy of the Supply Agreement.

Customer may cancel the enrollment with Constellation Energy without penalty until midnight of the 3rd day following your receipt of the written agreement, or as indicated in the "Rescission" section of the Supply Agreement.

# TERMS & CONDITIONS

## ALTERNATIVE RETAIL ELECTRIC SUPPLIER RESIDENTIAL LICENSE NUMBER 11-0394

### Purchase of Power and Energy Service

Constellation NewEnergy, Inc. ("Constellation Energy") agrees to sell, and you agree to buy, your full requirements for residential power and energy 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 Energy 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 Energy. Constellation Energy is an independent seller of power and energy service certified by the Illinois Commerce Commission and is not representing or acting on behalf of the local distribution company responsible for the service territory where you reside, i.e. Commonwealth Edison Company or Ameren Illinois ("Utility"), any governmental bodies, or consumer groups. You will receive written notification from the Utility confirming a pending switch of your electric power and energy supplier.

### Consumer Education Program

At your request and at no charge, Constellation Energy will provide you the then-current consumer education program materials as provided by the Illinois Commerce Commission.

### Term

The initial term of the Contract will be 24 months (the "24 Month Plan") based on your election, beginning at the next meter read date after the Utility processes your enrollment (the "Effective Date"). Your switch to Constellation Energy as your alternative retail electric supplier may take up to 2 billing cycles to take effect.

### Guarantee Period

You may terminate this Contract without incurring an early termination fee within 90 days after entering into it (the "Guarantee 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 1-877-997-9995. Upon your termination of this Contract during the Guarantee 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 Guarantee Period has expired without you terminating our Contract.

### Fixed Pricing

By choosing the 24 Month Plan, your price for power and energy service will be 7.29 cents per kilowatt-hour (kWh) plus all applicable taxes from the Effective Date through the meter read date 24 months after the Effective Date. The Utility also invoices its customers for Purchased Electricity Adjustment (PEA) costs in the form of monthly varying charges or credits. We excluded the PEA costs from our calculation and do not provide a discount for it, as ideally they

will net each other out over each June - May supply period.

## **Other Pricing Terms**

The price charged for power and energy service under this Contract is reflective of competitive market conditions, was not set or approved by the Illinois Commerce Commission and does not include any applicable taxes or local distribution company fees or charges which will be charged by 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" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of an early termination fee as provided in the "Termination" section below.

## **Rescission**

IF YOU HAVE ENTERED INTO THIS CONTRACT VIA THE INTERNET, YOU MAY RESCIND THIS CONTRACT BY NOTIFYING CONSTELLATION ENERGY WITHIN 3 BUSINESS DAYS AFTER THE DATE OF THIS CONTRACT AND IF YOU DO SO, YOU WILL NOT INCUR AN EARLY TERMINATION FEE. Also, Illinois law may provide for additional rescission rights that may take effect between the date we finalized this form agreement and your enrollment with the Utility as being supplied by us. The Utility will provide you an enrollment notice and such notice will inform you of any rescission rights you may have and will state the last day for making a request to rescind. If you make such a request to rescind our Contract within that timeframe, your enrollment with Constellation Energy will be cancelled and you will not incur an early termination fee. Upon rescission in accordance with applicable law, this Contract is cancelled and neither party shall have any further obligation hereunder.

## **Price Comparison**

Because the Utility's tariff rates and other factors relevant to the Utility's current price to compare likely will change from time to time, Constellation Energy cannot guarantee savings over the Utility's rates for the entire term of this Contract or any renewals and any savings are limited to a comparison against the Utility's price to compare applicable at the time you enter into this Contract.

## **Net Metering**

If you currently own or plan to install during the term of this Contract solar, wind, or other eligible renewable electrical generating facilities in order 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. We reserve the right not to serve your net metered account if we already serve net metered accounts in excess of the load we are required to serve under Illinois law and will notify you at the time of you enter into this Contract with us or notify us that you are adding a qualifying generating facility to your account if we are able serve you.

## **Renewal**

THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION. Unless terminated earlier as provided in the "Termination" section, not fewer than 30 days or more than 60 days prior to the expiration date of the then-current term of this Contract, Constellation Energy will provide written notice to you of this Contract's renewal. The contract renewal notice

will set forth the proposed Fixed Price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract. UNLESS YOU NOTIFY US IN WRITING OR BY CALLING US AT 1-877-997-9995 WITHIN 30 DAYS AFTER THE DATE YOU RECEIVE THE CONTRACT RENEWAL NOTICE THAT YOU DO NOT DESIRE TO RENEW THIS CONTRACT, YOU WILL BE DEEMED TO HAVE IRREVOCABLY AND UNCONDITIONALLY AGREED TO RENEW THIS CONTRACT ON THE TERMS AND CONDITIONS SET FORTH IN THE RENEWAL NOTICE.

## **Initiation of Service**

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION ENERGY TO CHANGE YOUR ELECTRIC POWER AND ENERGY SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CONSTELLATION ENERGY TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. Constellation Energy will begin providing power and energy 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 power and energy service from Constellation Energy will begin. Constellation Energy's power and energy 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 Energy'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 power and energy 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 acknowledge that the Utility may provide us with your billing and payment information. You will be invoiced for Constellation Energy's charges under this Contract at the applicable price set forth in the "Fixed Pricing" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" 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 amount of power and energy services provided by us 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. Supplying 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 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 in connection with our supply of electricity to you during the term of this Contract. We will notify you if any new or increased taxes, fees or other charges are imposed. Constellation Energy reserves the right to change billing methods.

## **Budget Billing**

If you have chosen Budget Billing, the utility will continue to manage your Budget Billing and

determine your monthly payment for Electricity or if you wish to initiate Budget Billing or have any questions regarding your budget, please contact your utility for more information.

## **Late or Insufficient Payment**

When the Utility issues you a consolidated bill, all invoiced balances under this Contract that are not paid in full by the due date will be subject to the Utility's late payment policies and procedures. If Constellation Energy directly invoices you, you are required to pay our invoices by the due date set forth in the invoice, which will be 20 days from the date the invoice was mailed. 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. In addition, if you fail to remit payment in a timely fashion, you authorize us to report the delinquency to one or more credit-reporting agencies.

## **Credit**

Constellation Energy reserves the right to determine if your credit standing is satisfactory for originating or continuing power and energy service under this Contract. Consistent with applicable law, Constellation Energy uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation Energy to perform a credit check on you.

## **Termination**

Constellation Energy 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. 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 Energy may also terminate this Contract upon 30 days' prior written notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. In addition, we reserve the right to reject your enrollment or terminate this Contract if:

- you fail to meet or maintain satisfactory credit standing as determined by us; you fail to meet minimum or maximum threshold consumption levels as determined by us;
- you move within or outside of the Utility's service territory or you fail to remain a Utility distribution customer throughout the term under the applicable residential electric rate class;
- you fail to be eligible for Utility consolidated billing throughout the term; you rescind your authorization for release of information provided in the "Information Release Authorization" section below; or
- you provide any false, inaccurate or misleading information to Constellation Energy or the Utility.

You may terminate this Contract during the Guarantee Period in accordance the "Guarantee Period" section above without incurring an early termination fee. You may also terminate this Contract prior to the end of the applicable term for your convenience by giving us not less than 30 days prior written notice, in which case unless otherwise required by law you will be charged a termination fee of \$50. In addition, you will be charged a termination fee of \$50 if we terminate this Contract as a result of any non-payment or other breach of this Contract or if you provide

any false, inaccurate or misleading information. If you move, you may terminate our Contract without incurring an early termination fee.

Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another alternative retail electric 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 all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of termination including any applicable termination fee. The delivery of electricity to you cannot be terminated or interrupted by the Utility as a result of any dispute between Constellation Energy and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. The Utility will continue to respond to any service calls and emergencies and switching to Constellation Energy will not impact your electric service reliability. 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 Energy 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, you may terminate our Contract without incurring an early termination fee. 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. If you move within the Utility's service territory, you must contact the Utility at 1-800-334-7661 in order to obtain new account and meter numbers for your new residence. Please contact us if you would like us to serve you again at your new location.

## **Change in Pricing and Other Terms**

In addition to Constellation Energy's right to revise the price, terms and conditions of this Contract as provided in the "Renewal" section above, this Contract may be revised at any time by Constellation Energy upon the occurrence of any event beyond its reasonable control that materially increases the obligations of Constellation Energy or the cost of performing such obligations under this Contract. If we request such a change, Constellation Energy 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 the date of the notice of the new prices and/or terms and conditions, in which case your power and energy 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 Energy 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 Energy to release such information to third parties that need to know such information in connection with your power and energy service and to Constellation Energy's affiliates and subcontractors. These authorizations will 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.

## **Dispute Resolution**

If you have a billing or other dispute involving our service, please contact us at 1-877-997-9995. You must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute.

## **Limitation of Liability; Jury Trial Waiver**

You agree that neither Constellation Energy nor any of its affiliates or subcontractors will 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 Energy nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the Utility. Constellation Energy's liability will 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 will Constellation Energy 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. **BOTH YOU AND CONSTELLATION ENERGY AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT.**

## **Force Majeure**

We do not transmit or deliver electricity and causes and events out of our reasonable 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 but not limited to 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 reasonable control.

## **Miscellaneous**

Except with respect to Constellation Energy's affiliates and subcontractors under the "Limitation of Liability; Jury Trial Waiver" 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, and the provisions contained in the "Limitation of Liability; Jury Trial Waiver" section above, will survive expiration or termination for any reason. This Contract constitutes the entire agreement between you and Constellation Energy. No statement, promise or inducement made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

## Contact Information

Contact Information. CONSTELLATION NEWENERGY, INC.'S ILLINOIS ALTERNATIVE RETAIL ELECTRIC SUPPLIER RESIDENTIAL LICENSE NUMBER IS 11-0394. Should you have any questions about your Constellation NewEnergy contract or Constellation NewEnergy charges on your invoice, please contact us between the hours of 7:00 a.m. and 7:00 p.m. central time on weekdays, except holidays. Our toll-free number is 1-877-997-9995. We can be reached by email at: [home@constellation.com](mailto:home@constellation.com) or by mail at: Constellation NewEnergy Inc., c/o Residential Care, 1221 Lamar Street, Suite 750, Houston, TX 77010. Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract.

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

- Commonwealth Edison Company - 1-800-334-7661
- Ameren Illinois - 1-800-755-5000

The Illinois Commerce Commission can be reached at (800)-524-0795, or TTY at (800)-858-9277 and their website address is <http://www.icc.illinois.gov/>. The Illinois Attorney General's office can be reached at (800) 386-5438 (Northern Illinois), (800) 243-0618 (Central Illinois), and (800) 243-0607 (Southern Illinois) and their website is <http://www.illinoisattorneygeneral.gov/>