P.O. Box 4911
Houston, TX 77210-4911

PRSRT STD
U.S. POSTAGE
FPO
PERMIT NO. 344
NEW HAVEN, CT

# Important information regarding the Village of Arlington Heights Electricity Aggregation Program.

Action to opt-out required by March 26, 2014.

# Welcome to the Village of Arlington Heights Municipal Aggregation Electricity Program.

0001V1 *******AUTO**5-DIGIT 60514 T1 P1 *** ***

<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>

| | |
|---|---|
| **Fixed Supply Price** | **6.621¢/kWh** |
| **Contract Term** | **36 months** |
| **Energy Mix** | **100% Renewable Energy** |

Dear <First Name> <Last Name>,

Two years ago, the Village started a Municipal Aggregation Program to lower residents' electric costs. The current term on the program is ending, so the Village sought bids from numerous suppliers for our renewal. The Village is pleased to announce that Constellation has been selected as our new supplier for the aggregation program. This includes a three-year program with a fixed price of **6.621¢/kWh** for bills received for June 2014 through May 2017.

## You're Automatically Enrolled

As an eligible Village of Arlington Heights residential or small business customer, you are automatically enrolled unless you decide to opt-out. To learn more about the program, please see the enclosed Terms and Conditions and the FAQ.

## Who is Constellation?

Constellation is a leading electricity supplier within the U.S. to the residential, commercial and industrial marketplace. Constellation is licensed by the Illinois Commerce Commission and has been chosen by the Village of Arlington Heights as the alternate retail electric supplier to provide electricity to Arlington Heights residents and small businesses that are eligible for the program and who do not opt-out.

## How To Opt-Out

You don't need to do anything to get this new low rate, however, if you decide not to take part in the program, please respond in one of four ways by **March 26, 2014** as described below.

1. **Mail**: Return the form below in the pre-addressed stamped envelope.
2. **Fax**: Fax the Opt-Out form below to 1-866-422-6233.
3. **Phone**: Call Constellation at 1-800-718-1493.
4. **Web**: Visit home.constellation.com/optout.

We look forward to this collaboration.

Sincerely,

William C. Dixon, Village Manager
Village of Arlington Heights

Bruce Stewart, Chief Marketing Officer
Constellation

## Here's how you benefit.

- Receive an exclusive electricity offer of a fixed rate of **6.621¢/kWh** for your June 2014 through May 2017 billing cycles.
- Price certainty for 36 months; June 2014 through May 2017 billing cycles.
- Receive one bill from ComEd, but with a low electricity price from Constellation.
- ComEd will continue to service all distribution lines and meters to your home, as well as respond to service issues.

## To learn more:

**Call 1-800-718-1493**

**Visit us online at home.constellation.com/optout**

We encourage you to review the details of the offer as further defined in the enclosed Terms and Conditions and FAQ inserts. Constellation NewEnergy, Inc. is a subsidiary of Exelon Corporation. Exelon Corporation also owns Commonwealth Edison Company (ComEd). Constellation NewEnergy is not the same company as ComEd. The prices of Constellation NewEnergy are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation NewEnergy electricity or any other product in order to receive the same quality regulated service from ComEd. Illinois Alternative Retail Electric Supplier License #10-0540

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

Constellation
An Exelon Company

☐ I **do not** want to participate in the Village of Arlington Heights Electricity Aggregation Program.

_____ ☐ Cell ☐ Work ☐ Home
Phone Number

<Code>
Opt-Out Code

_____
ComEd Account Number

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

_____ _____
Signature Date

## What is Municipal Aggregation and how can I benefit?

Under municipal aggregation, local officials bring the community together for improved group purchasing power. The community benefits by receiving competitively-priced electricity from an Alternative Retail Electric Supplier licensed by the Illinois Commerce Commission.

### How is the Village of Arlington Heights able to choose a certified electricity supplier on the community's behalf and who is eligible?

Arlington Heights residents voted to give the Village of Arlington Heights the ability to negotiate on behalf of the community for a contract for an electricity supplier.

All eligible participants in the program will receive notice of the new program rates, terms and conditions, and will have the option to opt-out from participation. In order to be eligible you must meet the following requirements:

1. You must not have already chosen an electricity supplier on your own.
2. You must not be in arrears on your bill payment.
3. Your service address must be located within the Village of Arlington Heights limits.
4. Your utility company must be ComEd.
5. You must be a small commercial/industrial customer using not more than 15,000 kilowatt hours per year or you must be a residential customer.

## What does "opt out" mean?

"Opt out" means that we are operating under the assumption that you want to participate in the Village of Arlington Heights Municipal Aggregation Electricity Program but you can decide not to participate. You can opt out by returning the opt-out form included in your mailer, through the call center using the phone number provided or via the web using the website provided. If you opt out, you will not be enrolled as an electricity customer with Constellation and will continue to be served by your current supplier. You will also not receive the Village of Arlington Heights competitive electricity price. Regardless, all customers will continue to have their electricity distributed by ComEd.

## What happens if I do not send in the opt-out form?

If you do not opt-out prior to expiration of the deadline, you will be included in the Village of Arlington Heights Municipal Aggregation Program and receive competitively priced electricity from Constellation. However, you have the option to terminate your participation in the program at any time without incurring an early termination penalty.

## What if I'm enrolled in the PIPP program?

Residents who are enrolled in the PIPP program will not be affected by the Municipal Aggregation Program, and can continue to participate in the municipality's program.

## I am currently under the budget billing option as provided by ComEd. Can I retain this service?

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.

# Who is Constellation?

Constellation's affiliates are leading suppliers of energy products and services to electric and natural gas customers in 47 states as well as Washington, D.C. We've been helping customers navigate competitive energy markets for as long as customers have had a choice of their energy supplier and have provided affordable, reliable energy to businesses nationwide for years.

Constellation's parent company, Exelon, is a FORTUNE 200 company with approximately $33 billion in annual revenues.

Constellation.
An Exelon Company

© Constellation Energy Resources LLC, 2014. All rights reserved. The offering herein is sold and contracted by Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation.

Illinois Alternative Retail Electric Supplier License #10-0540

# Municipal Aggregation Program FAQs

## What information do I need to opt out?

Customers will need the 4-6 digit opt-out code provided in the original opt-out letter. If this is not available, the customer care team can pull up your information based on the service address.

## Are there fees associated with the program?

Enrollment in the program is free and you need not take any action. You only need to be eligible to participate. Once enrolled in the program, you can cancel your agreement at any time and switch back to ComEd without any fee.

## Will I be allowed to join the program after the initial enrollment period?

The Village of Arlington Heights has secured the same electric supply rate, terms and conditions for eligible customers who wish to join its municipal aggregation programs after the initial enrollment period. This would include customers who move into the Village of Arlington Heights, who were with another supplier and would like to join the aggregation program or customers who initially opted-out and want to join at a later date. These customers will have an individual agreement with Constellation for electricity supply but will retain the same electric supply rate, terms and conditions of the aggregation programs.

## What is the rescission period?

ComEd will provide you a notice confirming your enrollment with Constellation that provides you a period during which you may rescind such enrollment. Please follow the instructions on the enrollment notice if you would like to rescind.

## When will my Constellation electricity supply begin and how do I know when my meter read occurs?

Supply will start on your first applicable meter read date, which we estimate to be in May. Refer to your bill to get the exact meter read date.

## When will I see my new rate?

Customers can expect to see their new rate beginning as soon as their June 2014 bill, depending on the enrollment date.

## What if I am with another supplier and want to join the Arlington Heights program?

Based on the records provided by the utility, we assumed you are not with another supplier; otherwise we would not have sent you this notice. However, if you recently signed up with a new supplier or if you believe you are on an older contract, carefully review the terms and conditions of that agreement before proceeding as your ability to terminate early with that supplier may be restricted.

## How can Constellation offer a lower price than ComEd's current price?

During select market opportunities, Constellation buys electricity at a lower price than ComEd, and then passes on those savings to its customers.

## How did the Village of Arlington Heights develop this Program?

Pursuant to Section 1-92 of the Illinois Power Agency Act ("Act"), 20 ILCS 3855/1-92, each Illinois municipality is authorized to aggregate the electric loads of small commercial and residential customers located within its municipal boundaries. As part of the aggregation, each municipality may solicit bids, select an Alternative Retail Electric Supplier, and enter into a service agreement to facilitate the purchase of electricity and related services and equipment on behalf of its residents and small businesses. In accordance with the Act, your village passed a resolution authorizing a referendum for the community on the November 6, 2013 ballot asking the public for authority to create an opt-out Aggregation Program for its residents and small business customers, which was approved by the residents of the Village of Arlington Heights.

## Where can I learn more about electricity deregulation and assistance programs?

The Illinois Commerce Commission (ICC) has assistance programs to help customers with their energy bills. Eligibility and enrollment information can be found on the ICC's website at www.icc.illinois.gov. Additional information can be found at www.PlugInIllinois.org.

## What are questions that can be directed to my Utility?

Please contact ComEd at 1.800.334.7661 for questions on the following topics:

- Problems with your electricity service
- Questions about your bill
- Tax exemptions

## How do I know if the residential rate class that I am in is eligible for your service?

Residential customers on non-hourly rate classes are eligible for our service. Savings estimates will vary based upon whether you are currently on a standard residential rate or a space heating rate. Please carefully review all details provided in our offers. You can find your rate class and any special provisions on your bill.

## What happens at the end of my Constellation electricity contract term?

The Village of Arlington Heights will rebid the term and price on behalf of residents or return customers to ComEd. You will be notified of the outcome by the village and/or supplier for the new term.

**ComEd's contact number is 1.800.334.7661**

Please refer to the enclosed letter and Terms and Conditions for program pricing and further information.

**To find out more about Constellation visit home.constellation.com/optout**

Constellation.
An Exelon Company

Constellation
An Exelon Company

**CONSTELLATION TERMS AND CONDITIONS ILLINOIS RESIDENTIAL OR SMALL COMMERCIAL ELECTRIC SUPPLY ALTERNATIVE RETAIL ELECTRIC SUPPLIER RESIDENTIAL LICENSE NUMBER 10-0540**

Purchase of Power and Energy Service. Constellation NewEnergy, Inc. ("Constellation") agrees to sell, and you agree to buy, your full requirements for residential or small commercial 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. 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. Constellation 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, Commonwealth Edison Company ("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. IF YOU ARE A SMALL COMMERCIAL BUSINESS: By enrolling with us, you represent that you are a non-residential customer within the Utility service territory with annual electricity usage below 15,000 kilowatt-hours ("kWh").

**THE VILLAGE OF ARLINGTON HEIGHTS AGGREGATION PROGRAM. THIS CONTRACT HAS BEEN ENTERED INTO IN ACCORDANCE WITH THE AGGREGATION PROGRAM OF THE VILLAGE OF ARLINGTON HEIGHTS ESTABLISHED PURSUANT TO SECTION 1-92 OF THE ILLINOIS POWER ACT WHEREBY THE VILLAGE OF ARLINGTON HEIGHTS ARRANGED FOR THE PROVISION OF ELECTRIC SUPPLY SERVICE BY CONSTELLATION TO ITS RESIDENTIAL INHABITANTS AND SMALL COMMERCIAL INHABITANTS AND DO NOT OPT-OUT OF THE PROGRAM (THE "AGGREGATION PROGRAM").**

**Consumer Education Program.** Enclosed with this Contract is a copy of the current consumer education program materials developed by the Illinois Commerce Commission and, at your request during the term of this Contract and at no charge, we will provide you the then-current consumer education program materials developed by the Illinois Commerce Commission.

**Term.** The initial term of the Contract will be as set forth in the Aggregation Program (the "Term"), beginning at the next meter read date after the Utility processes your enrollment (the "Effective Date"). If you joined the Aggregation Program after the initial opt-out period, your total enrollment period in the Aggregation Program may be shortened accordingly and the Contract Term applicable to you will end at same time as contemplated by the Aggregation Program. Your switch to Constellation as your alternative retail electric supplier may take up to 2 billing cycles to take effect.

**Fixed Pricing.** Your price for power and energy service will be 6.621 cents per kilowatt-hour (kWh) plus all applicable taxes during the Term.

**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.

**Rescission.** YOU MAY RESCIND THIS CONTRACT AND THE PENDING ENROLLMENT WITHIN 10 BUSINESS DAYS AFTER THE UTILITY PROCESSES THE ENROLLMENT REQUEST. BY NOTIFYING CONSTELLATION AT 1-877-997-995 OR YOUR UTILITY AT 1-800-334-7661. The Utility will provide you an enrollment notice and such notice will inform you of any rescissions 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.** Based on information available to us, our initial fixed price is lower than the Utility's BES, Residential Non-Electric Space Heating Rate as of the date of this offer. You acknowledge that we have disclosed to you the basis of this comparison prior to entering into this Contract. However, the Utility's tariff rates and other factors relevant to this comparison 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.

**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 MAY BE RENEWED BY THE VILLAGE OF ARLINGTON HEIGHTS IN ACCORDANCE WITH ITS AGGREGATION PROGRAM UPON PROVIDING A RENEWAL NOTICE THAT INCLUDES THE REVISED TERMS AND CONDITIONS PRIOR TO THE END OF THE TERM IN ACCORDANCE WITH THE AGGREGATION PROGRAM AND YOUR DECISION NOT TO OPT-OUT OF SUCH 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.

**Initiation of Service. THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CONSTELLATION TO CHANGE YOUR ELECTRIC POWER AND ENERGY SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CONSTELLATION TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH.** Constellation 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 will begin. Constellation'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'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 or small commercial electric rate class.

Constellation
An Exelon Company

**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'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 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.

Constellation reserves the right to make adjustments at any time and you authorize Constellation to bill you directly if necessary to collect any amounts under this Contract.

**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 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.

**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. 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 due to a change in law prohibiting us from being able to continue 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 or the Utility.

You may 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.

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 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 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 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. 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 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'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 upon the occurrence of any

Constellation
An Exelon Company

event beyond its reasonable control that materially increases the obligations of Constellation or the cost of performing such obligations under this Contract. 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 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 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 power and energy service and to Constellation'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. 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 1-800-718-1493. 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 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 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'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 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 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'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. 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. CONSTELLATION NEWENERGY, INC.'S ILLINOIS ALTERNATIVE RETAIL ELECTRIC SUPPLIER RESIDENTIAL LICENSE NUMBER IS 10-0540.** Should you have any questions about your Constellation NewEnergy contract or Constellation 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 1-800-718-1493. We can be reached by email at: 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 Commonwealth Edison Company at 1-800-334-7661. The Illinois Commerce Commission can be reached at 1-800-524-0795, or TTY at 1-800-858-9277 and their website address is http://www. icc.illinois.gov/. The Illinois Attorney General's office can be reached at 1-800-386-5438 (Northern Illinois), 1-800-243-0618 (Central Illinois), and 1-800-243-0607 (Southern Illinois) and their website is http://www. illinoisattorneygeneral.gov/

© Constellation Energy Resources LLC, 2014. The forgoing offering is sold and contracted by Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation. Exelon Corporation also owns Commonwealth Edison Company (ComEd). Constellation NewEnergy is not the same company as ComEd. The prices of Constellation NewEnergy are not regulated by the Illinois Commerce Commission. You do not have to buy Constellation NewEnergy electricity or any other product in order to receive the same quality regulated service from ComEd.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 103 BALTIMORE MD

POSTAGE WILL BE PAID BY ADDRESSEE

ATTN ILLINOIS GOV AGG PRGM
CONSTELLATION NEW ENERGY
1221 LAMAR ST STE 750
HOUSTON TX 77010-9925