



Agreement is Not
Valid Unless
Executed by CNE

**Constellation NewEnergy, Inc.
Fixed Price Solutions Transaction Confirmation**

02.27.2013
2/25/2014

This TC is entered into pursuant to and in accordance with a Master Retail Electricity Supply Agreement executed on 2/25/2014 by and between Constellation NewEnergy, Inc. ("CNE" or "NewEnergy") and Village of Wilmette ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Agreement. Notwithstanding anything to the contrary, any conflict between this TC and the Master Agreement will be resolved in favor of this TC, but only with respect to the Account(s) listed on this TC. This TC supersedes all prior agreements and understandings with respect to the Account(s), and may not be contradicted by any prior or contemporaneous oral or written agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Price Terms. The prices contained in the Account Schedule include all the costs listed below as "Fixed", meaning that they will remain constant for the existing term of this TC and may only be subject to change as a result of a Change in Law as described in the Master Agreement. Costs listed below as "Passed Through" means that charges for these costs will change during the existing term of this TC to the extent the related charges assessed or charged to CNE vary for any reason. At any time during the term of this TC, Customer may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of Customer's load volume by entering into one or more Retail Trade Transactions ("RTTs"), which shall be evidence by a fully executed RTT Confirmation and be incorporated herein.

Cost Components. Each of the items listed as "Fixed" below is included in Customer's contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, Customer will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1.1, Definitions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed

The contract prices contained in the Account Schedule include CNE's credit costs and margin as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Except in the case of Transmission Costs, all other costs listed above as "Fixed" may be subject to a change as a result of a Change in Law as described in the Master Agreement.

Section 1.1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this TC. CNE will determine Customer's monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of CNE's cost for Ancillary Services And Other ISO Costs incurred with respect to all of CNE's customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as CNE may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to CNE with respect to its customers' transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be calculated as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by Customer's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by CNE.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

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"Covered Bandwidth" does not apply to this TC.

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

"FERC Order 745 Costs" means any costs or charges imposed by the ISO on load served by CNE in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a Change in Law pursuant to the Change in Law Section of the Master Agreement.

"Holdover Fee" means a cost of \$.00525 per kWh in the holdover rate.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) CNE incurs for each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed", the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through", the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or locational marginal price for the corresponding usage.

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

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

"Payment Date" means the date sixty (60) days following the invoice date, by which Customer's payment to CNE is due without offset or reduction of any kind.

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

"Pricing Schedule" means "Transaction Confirmation" or "TC".

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by CNE by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory. Beginning on June 1, 2013, several Pennsylvania UDCs (i.e., MetEd, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting the Transmission Cost Enhancement Charges on Customer's Delivery Charges. CNE's contract price(s) for Account(s) in the aforementioned UDCs will reflect the cost for any applicable Transmission Cost Enhancement Charges, if any, until May 31, 2013. If at any time during the term of this TC the aforementioned UDCs discontinue collecting Transmission Cost Enhancement Charges and CNE again becomes responsible for collecting them, CNE will pass those costs through to Customer.

"Transmission Loss Credits" means Customer's share of amounts credited to CNE by the ISO under the ISO's marginal loss construct for the load served by CNE.

"Utility" means the "local electricity distribution company" or "UDC".

Section 2.1. Initial Term. With respect to each Account set forth in the Account Schedule below, electricity supply shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" in accordance with the terms of the Agreement. Service may be extended for a holdover term as described in the Master Agreement.

Section 2.2. CNE and UDC Contact Information. Customer may contact CNE regarding its invoice or other matters concerning this TC at CNE's Customer Service Department by toll-free telephone at 888-635-0827, or email at CustomerCare@Constellation.com. **CUSTOMER AGREES TO CONTACT ITS UDC IN THE EVENT OF A POWER OUTAGE OR OTHER ELECTRICITY RELATED EMERGENCY AT THE FOLLOWING TELEPHONE NUMBERS:**

UDC Name	UDC Abbreviation	Contact Numbers
Commonwealth Edison	COMED	1-800-334-7661

Section 2.3. Certain Customer Representations and Warranties. Customer warrants and represents that for Account(s) located in the State of Illinois, aggregate consumption and usage during any 12 month period is greater than 15,000 kilowatt-hours and that the electricity supplied hereunder is not for use at a residence.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

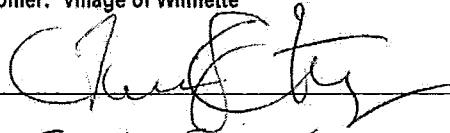
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Each Party has caused this Transaction Confirmation to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

By: David T Donat 2014-02-25
Name: **David T. Donat** 16:21-06:00
Title: **Vice President**
Address: 1221 Lamar St. Suite 750
Houston, TX 77010
Attn: Contracts Administration
Fax: 866-470-0482
Phone: 312-704-9200

Customer: Village of Wilmette

By: 
Name: **Timothy Frenzer**
Title: **Village Manager**
Date: **2/25/2014**
Address: 1200 Wilmette Ave.
Wilmette, IL 600912721
Fax: **847-853-7700**
Phone: **847-853-7501**
Email: **FRENZERT@WILMETTE.COM**

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**ACCOUNT SCHEDULE:
For: Village of Wilmette**

The Pricing set forth below is only valid until 5:00 PM Central Prevailing Time on February 24, 2014

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

No. of Service Accounts: 3

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
COMED	1023101038	1200 Wilmette Ave, Wilmette, IL 600912721	05/30/14	05/30/17	\$0.05291
COMED	1843084034	1200 Wilmette Ave, Wilmette, IL 600912721	05/16/14	05/16/17	\$0.05291
COMED	7123082009	1200 Wilmette Ave, Wilmette, IL 600912721	05/16/14	05/16/17	\$0.05291

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO CNE AT 866-470-0482.

Payments to Certain Third-Parties: Customer acknowledges and understands that:

- CNE is making a payment to Glenview Consulting Corp. in connection with its efforts to facilitate CNE entering into this Agreement; and
- Customer's price reflects the fee CNE is paying to Glenview Consulting Corp.
- Glenview Consulting Corp. is acting on Customer's behalf as Customer's representative and is not a representative or agent of CNE.
- Customer should direct any questions regarding such fee to Glenview Consulting Corp..

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Lazarus, Stephen

From: Prejzner, John
Sent: Wednesday, February 26, 2014 7:39 AM
To: Lazarus, Stephen
Subject: RE: Wilmette 3 Year Agreement

Plant, standpipe, and pumping station.

John Prejzner
Assistant to the Village Manager

From: Lazarus, Stephen
Sent: Wednesday, February 26, 2014 7:31 AM
To: Prejzner, John
Subject: RE: Wilmette 3 Year Agreement

Thanks John – are these the Water Plant Accounts?

Steve

From: Prejzner, John
Sent: Tuesday, February 25, 2014 3:24 PM
To: Lazarus, Stephen
Subject: FW: Wilmette 3 Year Agreement

FYI

John Prejzner
Assistant to the Village Manager

From: Prejzner, John
Sent: Tuesday, February 25, 2014 3:23 PM
To: 'Bessert, Jason:(Constellation)'
Cc: DHOOVER@NIMEC.NET
Subject: Wilmette 3 Year Agreement

Good Afternoon,

Attached is a signed agreement for three years along with a signed disclosure. Please confirm receipt.

Thank you,

John Prejzner
Assistant to the Village Manager
Village of Wilmette
(847) 853-7502