



**PowerSupply Coordination® Agreement District of Columbia AI-UCB  
Matrix Terms and Conditions**

**1. Nature of Service:** This Agreement shall become effective only upon (i) execution by Buyer of the Pricing Attachment and this Agreement; and (ii) the earlier of execution of this Agreement by Direct Energy or written confirmation by Direct Energy of its acceptance of this Agreement to Buyer. Upon such effectiveness, Direct Energy will provide PSC Services and Electricity to meet Buyer's full usage requirements at Buyer's Facility(ies) and Buyer will receive and pay for PSC Services and Electricity to meet such usage requirements. Direct Energy will deliver Electricity to the Host Utility for delivery to Buyer's Facility(ies). The Electricity provided under this Agreement will be Firm. Title to, control and possession of Electricity shall pass from Direct Energy to Buyer at the Point of Delivery.

**2. Qualification-Authorization to Act as Limited Agent:** Without limiting Section 1, as a condition to Direct Energy's obligations hereunder, (a) Buyer is authorizing Direct Energy to obtain all required account and usage information for all Facility(ies) from the Host Utility upon execution of this Agreement and (b) Buyer must be accepted by Direct Energy and the Host Utility into the utility consolidated bill (UCB) program, whereby Buyer will receive a consolidated utility bill for both PSC Services and Electricity provided by Direct Energy and delivery services provided by the Host Utility. Buyer agrees to appoint Direct Energy as its limited agent to perform the necessary tasks associated with its electric generation service and fulfill the terms of this Agreement. Buyer authorizes Direct Energy to execute a letter of authorization, as required by the Host Utility, and to obtain information from the Host Utility that includes Buyer's billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. It is expressly understood that Direct Energy will not countersign this Agreement, purchase Electricity for Buyer's Facility(ies) or provide PSC Services until such condition is met.

**3. Term:** Direct Energy shall use reasonable efforts to commence service on the Facility(ies) meter read date in the start month stated on the Pricing Attachment. However, Buyer acknowledges that the commencement of service hereunder is dependent upon confirmation by the Host Utility of the completion of all required enrollment processes and if such enrollment processes occur after the Facility(ies) meter read date in the start month stated on the Pricing Attachment, Buyer's Facility(ies) shall be enrolled at the next available meter read date. Service shall continue through the Facility(ies) meter read date in the end month as stated in the Pricing Attachment (the "Initial Term") unless sooner terminated as provided herein. Forty-five (45) days prior to the end of the Term, Direct Energy shall provide a notice to the Buyer that if the Buyer and Direct Energy have not entered into any written modification, amendment or renewal of this Agreement and if Buyer has not elected to obtain service from another supplier, this Agreement shall automatically continue on a month to month basis ("Monthly Renewal"; each Monthly Renewal together with the Initial Term shall be the "Term") at the market-based costs as set forth in Section 4.

<p>Buyer Acknowledges Price Terms:</p> <p>Initial Here:</p> <p>Date: _____</p> <p>_____</p>
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**4. Purchase Price:** The price per kWh to be paid by Buyer for the services provided hereunder during the Term of this Agreement (the "Price") shall be that set forth on the Pricing Attachment. The Price includes applicable costs for Energy; Ancillary Services; losses; Capacity (as mandated by the PJM OATT and Operating Agreement, or as modified by PJM or approved by FERC); any applicable network integration transmission service charges (NITS); costs to comply with Renewable Portfolio Standards ("RPS") requirements; any Reliability Must Run ("RMR") charges, if applicable; and the PSC Services Fee. Any transactional taxes or other governmental or regulatory imposed taxes or surcharges to which Buyer may be subject are not included in the Price and shall be invoiced to Buyer above the Price. The Price shall not include any transmission and Distribution charges for services provided by the Host Utility. The price per kWh during any Monthly Renewal will include the market-based cost for Energy as determined by Direct Energy, plus all other taxes, costs, charges or fees which are set forth in the Price section of this Agreement. Buyer acknowledges that any costs assessed by the Host Utility or any third party as a result of the provision of service hereunder, including but not limited to switching costs, are not included in the Price and shall be the responsibility of Buyer.

All costs associated with: (i) the implementation of EL05-121, including, but not limited to, new line items, cost allocation adjustments and PJM billing adjustments and (ii) changes to RTEP costs and cost allocation are not included in the Price and will be passed through to the Buyer to be paid by Buyer in addition to the Price.

**5. Billing and Payment:** Buyer will receive from Host Utility a monthly invoice, incorporating both the services provided under this Agreement and Host Utility charges, in accordance with the Host Utility's meter reading and billing cycle schedule. Direct Energy shall have the right to assign to Host Utility all amounts due from Buyer to Direct Energy and Buyer is to remit payment in full to the Host Utility. If Buyer fails to remit payment in full in any month, a late payment charge will be assessed at the same rate and in the same manner as Host Utility applies late payment charges to its unpaid charges. The Host Utility may, at its option, disconnect all services to Buyer for any failure by Buyer to make full payment of all amounts billed in accordance with DC Public Utility Commission's rules for residential and non-residential service. In the case of such disconnection, Buyer shall be responsible for any and all charges required to reconnect service. If Buyer is disconnected, this Agreement shall terminate and

shall be responsible for any to Actual Damages. If for any reason during the Term of this Agreement, Buyer is terminated, suspended or withdraws from the utility consolidated bill program, Direct Energy, at its sole option, may either terminate this Agreement, in which case such termination would be responsible for Actual Damages, or continue to provide PSC Service and Electricity to Buyer on a dual bill basis pursuant to this Section 5. If Direct Energy decides to continue to provide PSC Service and Electricity to Buyer on a dual bill basis, Buyer will receive from Direct Energy a monthly invoice following its meter read date for Direct Energy's Services provided under this Agreement and the Host Utility will continue to bill Buyer directly for any transmission and Distribution charges.

In the event that Direct Energy provides a separate monthly invoice for its services, payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment in full in any month, interest will be assessed on the late balance at the lower of one-and-one-half percent (1.5%) per month or the highest rate allowed by law.

Buyer will receive separate monthly invoices from Direct Energy, unless Buyer selects the Aggregated Billing option as described in this paragraph and reflected in a "Billing Contract Information and Selection Form". "Aggregated Billing" means that billing for Buyer's Facility(ies) may be combined into a single monthly invoice (excepting however, that a aggregated invoice may contain no more than fifty (50) Facilities. If Buyer has more than fifty (50) Facility(ies), Buyer shall receive more than one aggregated invoice). If Buyer selects Aggregated Billing, Direct Energy shall choose the day of the month on which to deliver an invoice to Buyer based upon the Facility(ies) meter read dates. In the event Buyer desires to discontinue Aggregated Billing and instead receive a separate invoice for each Facility, Buyer shall submit such request in writing to Direct Energy and Direct Energy shall separate Buyer's invoice provided that there are no outstanding invoice balance(s) on Buyer's Facility(ies).

If in any month Direct Energy does not receive the information necessary to invoice Buyer or uses information obtained from a third party meter reading service, Direct Energy may use either estimated data or the third party meter usage data to calculate Buyer's invoice and, upon receipt of actual data in the case of an estimated read, reconcile the amount billed on future invoices. If Buyer's Facility(ies) have any interval meters, Buyer acknowledges that the usage information for such meters contained on the Direct Energy invoice may vary from that contained upon the Host Utility bill as a result of different billing cycles being utilized for those meter reads.

No adjustments or corrections shall be made to any amount billed after the lapse of the longer of twenty-four (24) months from the date of the invoice or the time frame permitted by the Regional Transmission Operator, the Independent System Operator or the Host Utility's tariff for adjustments to consumption information.

Notwithstanding anything to the contrary of the above, if Buyer is enrolled or becomes enrolled in any net metering program, Buyer understands and agrees that Direct Energy will modify Buyer's billing option to a dual bill option consistent with the description above.

**6. Credit:** Direct Energy may request that Buyer provide financial information sufficient for Direct Energy to complete a credit review prior to providing service hereunder. If, prior to commencing service or at any time during the term of this Agreement, Direct Energy has good faith concerns about the creditworthiness of Buyer, Direct Energy may require that Buyer provide reasonable credit assurances, including but not limited to, an escrow account, deposit, letter of credit, or parental guaranty. If such credit assurance(s) is not provided within seven (7) days of being requested by Direct Energy, then such failure shall be deemed an Event of Default under this Agreement and Direct Energy may terminate this Agreement without any additional notice. If, as a result of the early termination due to Buyer's failure to provide the requisite credit assurance, Direct Energy incurs direct actual damages in liquidating the Electricity purchased to serve Buyer under this Agreement, Buyer agrees to be responsible for such damages. Direct Energy will calculate the amount of the damages and submit an invoice to Buyer, along with substantiation of the charges, which invoice will be due and payable pursuant to the payment terms of this Agreement.

**7. Load Change Information:** In order to assist Direct Energy in providing accurate expected usage information to Buyer's Host Utility, Buyer shall timely notify Direct Energy of any anticipated significant changes in its actual usage. Without limiting Buyer's obligation to provide such notice, Buyer shall give Direct Energy at least thirty (30) days' notice ("Notice of Load Change") prior to 1) removing a Facility(ies) from service hereunder as a result of i) ceasing operations at such Facility(ies), ii) closure of the Facility(ies) or iii) the sale of the Facility(ies) to an unrelated third party, and/or 2) engaging in any load usage reduction as a result of any third party arrangement(s), or programs(s). Buyer shall be responsible for payment of any Actual Damages incurred by Direct Energy, if any, as a result of any such changes.

Also, if Buyer has a change in usage of 100% or more for its Facilities, Direct Energy may pass through the resulting cost increases to Buyer. If Direct Energy elects to pass through such cost increases, Direct Energy will calculate the amount of such costs in a commercially reasonable manner and submit an invoice to Buyer, which invoice will be due and payable pursuant to the payment terms of this Agreement.

**8. Change in Law:** If regulatory changes shift costs from the Host Utility or ISO or RTO to Direct Energy or from Direct Energy to the Host Utility or ISO or RTO, then such costs or credits may be passed through to the Buyer, in accordance with the requirements established by the Public Utility Commission of Ohio. If any laws, orders, decisions, or regulations are passed, modified, implemented or interpreted by judicial or regulatory order administrative proceeding or legislative enactment, or if there

is a change in any rate or rate class which applies to Buyer's Facilities, any of which creates additional costs not currently included in the Price or an increase in any of the cost components of the Price ("Incremental Charges"), then Direct Energy may pass through such Incremental Charges to be paid by Buyer in addition to the Price and in accordance with the payment terms in this Agreement.

**9. Limitation of Liability Disclaimer:** EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. TO THE MAXIMUM EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ELECTRICITY SOLD HEREUNDER. DIRECT ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**10. Termination:** This Agreement may be terminated at any time after the date hereof, (i) by mutual consent in writing by the parties, (ii) by either party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting party's receipt of written notice from the non-defaulting party, the remedies for which are set out in the underlying Agreement between the Parties (iii) by Direct Energy if Buyer fails to provide the credit assurance requested, pursuant to Section 6 within seven (7) days of being requested by Direct Energy; (iv) during a Monthly Renewal pursuant to Section 3, by either party upon providing the other party with thirty (30) days' prior written notice, or (v) by Buyer, for convenience on not less than thirty (30) days' prior written notice to Seller ("Early Termination"). If Buyer terminates the Transaction Confirmation according to this Early Termination provision, then Buyer agrees it will keep Seller whole for any losses and costs Seller may incur as a result of such Early Termination and agrees that the process set forth in Section 11 will be followed in calculating a settlement amount.

In the event this Agreement is terminated by Buyer prior to the expiration of the Initial Term and where permitted by applicable law (and such termination is not the result of an uncured breach of Direct Energy pursuant to subsection (ii) of Section 10 above) or if Direct Energy terminates this Agreement pursuant to subsections (ii) or (iii) above, the following calculation of Direct Energy's damages shall apply and serve as Direct Energy's exclusive remedy (except in the case of a breach of the confidentiality obligations set forth in Section 17): if Buyer's historical load profile for the 12 months prior to the date of termination was (A) under 100,000 kWh, Buyer shall pay to Direct Energy an amount equal to the lesser of (i) \$200 or (ii) the maximum extent permitted by applicable law; and (B) equal to or over 100,000 kWh, Buyer shall pay to Direct Energy an amount equal to, at Direct Energy's election, the greater of (i) \$200 or (ii) any Actual Damages. Buyer understands and acknowledges that, to the extent that Buyer's historical load profile for the 12 months prior to the date of termination is equal to or over 100,000 kWh, Direct Energy will incur substantial damages as a result of Buyer's breach, and is entitled to be paid the Actual Damages incurred as a result of such breach.

**11. Effect of Termination:** In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the termination date, any Actual Damages (in the event of termination under subsections (ii) or (iii) of Section 10 above), any damages due Direct Energy pursuant to the calculation set forth in the second paragraph of Section 10 above, any confidentiality obligation of either Party which has arisen hereunder and any other obligation hereunder which by its nature survives the termination of this Agreement.

**12. Applicable Law:** As to all matters of construction and interpretation, this Agreement shall be construed, interpreted, and governed under and by the laws of the State of Ohio without regard to its choice of law provisions.

**13. Parties, Assignment:** This Agreement shall inure to and benefit the parties hereto and their permitted successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the above, Direct Energy may, without the consent of Buyer, assign its rights and obligations under this Agreement for the limited purpose of securing credit and financing or to any person or entity succeeding to all or substantially all of the assets of Direct Energy. Further, either party may, without the need for consent from the other party, transfer or assign this Agreement to an Affiliate of such party provided that such Affiliate has substantially equivalent financial capability to that of the assigning party and that such assignee shall agree to be bound by the terms and conditions hereof.

**14. Notices and Correspondence:** Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto, including without limitation any termination or disconnection notices, shall be in writing and shall be delivered to either the address specified below or the address to which bills are sent to Buyer. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of the business day on which it was transmitted or such earlier time as is confirmed by the receiving party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

**Direct Energy: Attn: Customer Service Manager**  
 1001 Liberty Avenue, Pittsburgh, PA 15222  
 Phone: (888) 925-9115; Fax: (866) 421-0257;  
 Monday through Friday from 8:00AM to 6:00PM Eastern Time

**Buyer: To the address specified upon the Pricing Attachment.**

**15. Confidentiality:** Neither Party will disclose the terms of this Agreement, or any information of the other Party which it knows or reasonably should know to be confidential or proprietary (other than to the party's employees, lenders, counsel, consultants, agents or accountants who have agreed to keep such terms confidential) except when disclosure may be required by law, is required to carry out the terms of this Agreement or with the prior written consent from the other party. The parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. This provision shall survive the termination of this Agreement for a period of two (2) years.

**16. Representations and Warranties:** As a material inducement to entering into this Agreement, each party, with respect to itself, hereby represents and warrants to the other party as follows, and agrees to cause each of its respective representations and warranties to remain true and correct throughout the term of this Agreement:

- a. it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;
- b. the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it;
- c. this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditors' rights generally and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending;
- d. there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it or, to its knowledge, threatened against it;
- e. if a broker has been involved in this transaction, such broker is an agent of Buyer in this transaction and may receive a commission to be paid by Direct Energy from payments received from Buyer under this Agreement;
- f. if it is a property management company or other agent acting on behalf of the owner of the Facility(ies), it has the authority to execute and bind the Facility(ies) to this Agreement for the term stated in the Pricing Attachment and that the term of its agreement with the owner of the Facility(ies) is equal to or greater than the term of this Agreement;
- g. the Facility(ies) to be provided the services described herein are not contractually bound by another agreement for Electricity services that will overlap with the term stated in the Pricing Attachment and meet the qualifications of this Agreement as set forth in Section 2 herein; and
- h. Buyer is the intended end-user customer for all Electricity purchased under this Agreement, has entered into this Agreement for non-speculative purposes, and will not resell any of the Electricity purchased under this Agreement.

Each party covenants that it shall cause its respective representations and warranties to remain true and correct throughout the term of this Agreement.

**17. Miscellaneous:**

- a. Waiver: No waiver by either party of any default or defaults by the other party under this Agreement shall operate as a waiver of any future default or defaults, whether of a like or different character or nature. No delay or failure by Direct Energy in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.
- b. Counterparts: This Agreement may be executed in one or more than one counterpart, and each executed counterpart shall be considered an original, provided that such counterpart is delivered to the other party by facsimile, mail, courier or electronic mail, all of which together shall constitute one and the same Agreement.
- c. Severability: The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.
- d. Entire Agreement: This Agreement and the Pricing Attachment contain the entire understanding of the parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by both parties. Any modifications to the Pricing Attachment must be accepted and agreed to in writing by Buyer.

**18. Contact Information** Buyer may contact Direct Energy regarding any billing or service questions at our Customer Service Department at 1-888-925-9115 between the hours of 8:00 a.m. EST through 5:00 p.m. EST Monday through Friday. Buyer agrees that it shall contact the Host Utility in the event of an emergency, power outage, or other electricity related emergency. Direct Energy's District of Columbia License Order Number is 13187. For Direct Energy's Environmental Disclosure Information, visit [www.directenergy.com](http://www.directenergy.com) and select "District of Columbia" from the Service Areas drop-down menu or contact Direct Energy's

Customer Relation department at 1-888-925-9115.

For inquiries related to your purchase, or for any other questions or complaints against Seller, please contact Seller at the address above. For general inquiries related to the sale and delivery of Electricity, please contact The Office of the People's Counsel for the District of Columbia at: 1133 15th Street N.W., Suite 500, Washington, DC 20005. Telephone: (202) 727-3071; Facsimile: (202) 727-1014; TTY-TTD: (202) 727-2876; [Email: ccceo@opc-dc.gov](mailto:ccceo@opc-dc.gov); Hours of Operation: 8:45 a.m. thru 5:15 p.m., Monday-Friday; or District of Columbia Public Service Commission, <http://dcpsc.org/>; Address: 1325 G St NW #800, Washington, DC 20005; Phone: (202) 626-5100

**19. Definitions: As used herein, unless the context clearly indicates otherwise, the following terms shall have the meaning set forth below:**

- a. "Actual Damages" means the total amount of the loss that the non-defaulting party (or, in the event of a termination without cause, the non-terminating party) (as applicable, the "Damaged Party" would experience as a result of termination. As to each terminated transaction, Actual Damages shall be deemed to equal: (A) where Direct Energy is the Damaged Party, the positive difference, if any, between the contract price as defined in the Price section of the Agreement of the Electricity for the remaining term of such terminated transaction and the market price of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner; and (B) where Buyer is the Damaged Party, the positive difference, if any, between the market price of the Electricity for the remaining term of such terminated transaction and the contract price as defined in the Price section of the Agreement of the Electricity for the remaining term of such terminated transaction, in each case as determined by Direct Energy in a commercially reasonable manner. For the avoidance of doubt, "contract price" shall include the PSC Services fee for purpose of the above calculations.
- b. "Ancillary Services" means wholesale electric services and products required to facilitate delivery of Energy to the Host Utility.
- c. "Capacity" means the Capacity obligations met through the provisions of the PJM Reliability Assurance Agreement (RAA).
- d. "Distribution" means all delivery service for Energy and applicable Ancillary Services provided by the Host Utility.
- e. "Electricity" means the combination of Energy and Ancillary Services which are provided by Direct Energy under this Agreement.
- f. "Energy" means electrical energy, as measured in kilowatt hours (kWh) or megawatt hours (MWh).
- g. "Event of Default" means: (a) the failure of a Party to make, when due, any payment that is required under this Agreement; (b) any representation or warranty made by a Party that proves to be false or misleading in any material respect; (c) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (d) Buyer's failure to cooperate with Direct Energy as reasonably required in order for Direct Energy to perform its obligations under this Agreement. If an Event of Default has occurred, (a) the non-defaulting Party shall have the right to setoff and net against any undisputed amounts owed by the defaulting Party to the non-defaulting Party under this Agreement, and (b) Direct Energy shall additionally have the right to setoff and net against any deposit or security provided by Buyer pursuant to this Agreement any amounts, charges or damages owed by Buyer to Direct Energy.
- h. "Facility(ies)" means the electric account meter(s) located at the service addresses for which Buyer has the authority to purchase Electricity under this Agreement and which are set forth on the Pricing Attachment.
- i. "Firm" means that parties may only suspend performance to the extent that such performance is prevented for reasons of Force Majeure.
- j. "Force Majeure" means any "Act of God" or other unexpected and disruptive event beyond the reasonable control of either party that interferes with either party's ability to perform its obligations under this Agreement, except for the obligation to pay monies due. Any party which is unable to perform its obligations hereunder as a result of a Force Majeure event shall provide written notice to the other party of the existence of such event and exercise due diligence to remove such event with all reasonable dispatch, but shall in no event be required to incur any commercially unreasonable expense in doing so. It is expressly understood by the parties that the ability of Direct Energy to sell the products and services provided hereunder at a price greater than the Price paid by Buyer shall not constitute an event of Force Majeure. Conversely, the ability of Buyer to purchase the products and services provided hereunder for an amount less than the Price shall not constitute an event of Force Majeure. Buyer acknowledges that while Direct Energy may take title to Energy provided hereunder, Direct Energy does not own or operate transmission or distribution systems through which Energy is delivered to Buyer, and the Parties.
- k. "Host Utility" means any investor-owned utility, municipal utility, public utility, or other provider of electric lines whose system is directly interconnected with and which provides Distribution to Buyer's Facility(ies).
- l. "Point(s) of Delivery" shall mean the points where Energy is delivered to the Host Utility.
- m. "Power Supply Coordination (PSC) Services" are the services provided by Direct Energy to match the Facility(ies) load, as described in this Agreement. As described in Section 4 herein, the fee for PSC Services is included in the Price to be paid by Buyer.
- n. "Reliability Must Run("RMR ") is a unit that must run for operational or reliability reasons, regardless of economic considerations. Also called a reliability agreement.
- o. "Renewable Portfolio Standard("RPS")" is a regulation that requires the increased production of energy from renewable energy sources.
- p. "Service Charge" are the fixed costs, as stated on the Pricing Attachment, per account meter cycle, intended to cover administrative costs of Direct Energy, including, but not limited to, the cost of invoicing and customer service.

- q. "Regional Transmission Expansion Plan (RTEP)" PJM's Regional Transmission Expansion Plan identifies transmission system additions and improvements needed to keep electricity flowing to the millions of people throughout PJM's region.

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Direct Energy

1001 Liberty Avenue, Pittsburgh, PA 15222

[www.Directenergy.com](http://www.Directenergy.com)

Phone: (888) 925-9115

INTERNAL USE ONLY:

Contract Version: 070618

DE CONTRACT # \_\_\_\_\_



**SERVICE ADDRESS**

Customer Name  
Address  
City, DC 20001-2630

**BILLING PERIOD**

Apr 06, 2019 to May 07, 2019

**BILLING ACCOUNT NUMBER**  
8000000000

**INVOICE NUMBER**  
111111111111

**AMOUNT DUE**

\$8,880.47

**DUE DATE**

May 28, 2019

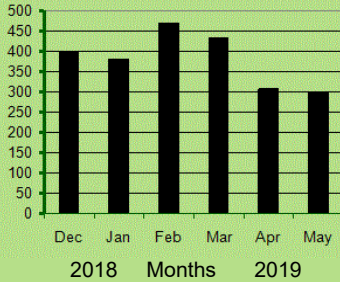
20455 SH 249 Suite 200  
Houston, TX 77070  
License No.14227

Phone  
1-866-960-4392

Internet / Online Billing  
www.nexteraenergyservices.com

Email Us At:  
custserv@nexteraenergyservices.com

**kWh Average Per Day**



**Types of Meter Readings**

Average -Dec	2020	2019
kWh Per Day	N/A	377
Yearly Use:	Total Use	Average Monthly
Dec 2018 To May 2019	400800	33400

**ACCOUNT BALANCE AS OF May 10, 2019**

Previous Balance	\$7,355.77
Balance Remaining	\$7,355.77
Current Charges	\$1,524.70
<b>Total Amount Due</b>	<b>\$8,880.47</b>

**SUMMARY OF CURRENT CHARGES**

Total NextEra Energy Svcs Energy Charges	\$1,438.40
Total Taxes	\$86.30
<b>Total Current Charges</b>	<b>\$1,524.70</b>

**IMPORTANT MESSAGES**

Return this part to address below with a check payable to NextEra Energy Services

**Billing Account Number**

8000000000

**Due Date**

May 28, 2019

**Amount Due**

\$8,880.47

Amount Enclosed

\$       .

Customer Name  
Address  
City, State 11111

NextEra Energy Services  
PO BOX 660100  
DALLAS Texas 75266-0100

**SERVICE ADDRESS**

Customer Name  
Address  
City, DC 20001-2630

**BILLING PERIOD**

Apr 06, 2019 to May 07, 2019

**BILLING ACCOUNT NUMBER**

8000000000

**INVOICE NUMBER**

11111111111

**AMOUNT DUE**

\$8,880.47

**DUE DATE**

May 28, 2019

## UNDERSTANDING YOUR BILL

**Account** - means the Customer Account(s) identified in the BEA.

**Early Termination Fee** - means (i) for termination of the entire agreement, two (2) Average Monthly Bills for all Account(s) for each year or partial year of remaining Initial Term, or (ii) for termination or deletion of an Account(s), two (2) Average Monthly Bills for such cancelled or deleted Account(s) for each year or partial year of the remaining Initial Term.

**Delivery Charges** - means those charges payable by Customer to the LDU for transmission and distribution services provided by the LDU, ISONE or other third parties.

**NextEra Energy Svcs Electricity Charge** - means the sum of (i) the product of the Customer monthly Energy Usage during a Billing Cycle and the Price or Holdover Price, whichever is applicable, (ii) the Monthly Base Charge, (iii) Pass-Through Charges, if applicable, and (iv) Taxes.

**Holdover Period** - means the period of the Agreement between the expiration of the Initial Term and the termination of the Agreement.

**Holdover Price** - means the price for electricity delivered during the Holdover Period, as set forth on the NextEra Energy Svcs Website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) under "legal notices and terms".

**Holdover Price** - means the price for electricity delivered during the Holdover Period, as set forth on the NextEra Energy Svcs Website at [www.gexaenergy.com](http://www.gexaenergy.com) under "legal notices and terms".

**Insufficient Notice Fee** - means (i) for termination of the entire Agreement, one-half (1/2) of the Average Monthly Bill for all Account(s) for each year or partial year of the remaining Initial Term, or (ii) for termination or deletion of an Account(s), one-half (1/2) of the Average Monthly Bill for such canceled or deleted Account(s) for each year or partial year of the remaining Initial Term.

**Late Fee** - means a one-time fee of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is lower, assessed on invoices for the NextEra Energy Svcs Electricity Charge that are not paid when due.

**Local Distribution Utility or LDU** - means a utility that owns electric transmission and/or distribution facilities that deliver electricity to the facilities to which the Account(s) pertain.

**Monthly Base Charge** - means (i) for the Initial Term, a fixed monthly charge per LDU Account Number, as set forth in the BEA, and (ii) for the Holdover Period, a fixed monthly charge per LDU Account Number, as set forth on the NextEraEnergy Svcs website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) under "legal notices and terms".

**Monthly Energy Usage** - means Customer total metered energy usage for the LDU Account Number(s) subject to this Agreement measured in kilowatt hours ("kWh") for the applicable month.

**Pass Through Charges** - means (i) during the Initial Term, the electric supply costs listed in the BEA that are excluded from the Price and passed through directly to Customer by NextEra Energy Svcs and (ii) during the Holdover Period, the electric supply costs listed on the NextEra Energy Svcs website at [www.nexteraenergyservices.com](http://www.nexteraenergyservices.com) that are excluded from the Holdover Price, if any, and passed through directly to Customer by NextEra Energy Svcs.

**Price** - means the unit of price for electric service offered to Customer by NextEra Energy Svcs during the Initial Term, as set forth in the BEA.

**Retail Adder** - means the component of price that is set forth in Addendum B to the BEA.

**Taxes** - means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income.

**Any inconsistency between these definitions and Customer Terms of Service(TOS) shall be governed by the TOS.**



**SERVICE ADDRESS**Customer Name  
Address  
City, DC 20001-2630**BILLING PERIOD**

Apr 06, 2019 to May 07, 2019

**BILLING ACCOUNT NUMBER**

8000000000

**INVOICE NUMBER**

111111111111

**AMOUNT DUE**

\$8,880.47

**DUE DATE**

May 28, 2019

For power outages and other electrical emergencies, call your electric distribution company:

PEPCO-DC  
202-872-2521

Utility Account Number  
05500000000000000000

**Charges for Billing Period Apr 06, 2019 - May 07, 2019**

Supplier Charges

Fixed Energy Charge 9,280.00 @ \$0.15500 per kWh

\$1,438.40

**Total Supplier Charges****\$1,438.40**

Taxes

Sales Tax – State

\$86.30

**Total Taxes****\$86.30****Total Energy Charges****\$1,524.70****Total Charges for this Billing Period****\$1,524.70****General Information**

The average price you paid for electric service this month is 0.155 cents per kWh. This average includes all fixed and variable recurring charges, but does not include any nonrecurring charges or credits.



**SERVICE ADDRESS**  
 Customer Name  
 Address  
 City, DC 20001-2630

**BILLING PERIOD**  
 Apr 06, 2019 to May 07, 2019

**BILLING ACCOUNT NUMBER**  
 8000000000

**INVOICE NUMBER**  
 11111111111

**AMOUNT DUE**  
 \$8,880.47

**DUE DATE**  
 May 28, 2019

**Summary of Usage by Meter**

Reading Dates Previous/Present	Meter Number	Meter Constant	Meter Reading Previous/Present	Usage Type	Usage
Apr 06, 2019 / May 07, 2019	1111111	80	0/0	K1	24.80
Apr 06, 2019 / May 07, 2019	1111111	80	0/0	K1	27.20
Apr 06, 2019 / May 07, 2019	1111111	80	0/0	K1	27.20
Apr 06, 2019 / May 07, 2019	1111111	80	0/0	kWh	2160.00
Apr 06, 2019 / May 07, 2019	1111111	80	0/0	kWh	2320.00
Apr 06, 2019 / May 07, 2019	1111111	80	0/0	kWh	4800.00
<b>Billed Total</b>					<b>9280.00</b>

**UNDERSTAND YOUR METER INFORMATION**

**Meter Constant** - A fixed value which is used when converting meter readings to actual energy use.

**Power Factor** - A measurement used by some electrical distribution companies to determine the ratio of real Power flowing to the load of apparent power.

**OffPk (Off-Peak)** - Those periods of time at which energy is being delivered far below the utility's maximum demand.

**OnPk (On-Peak)** - Those periods of time at which energy is being delivered near or at the utility's maximum demand.

**kW (kilowatt)** - A unit of power equal to 1000 watts.

**kWh (kilowatt hour)**- The standard unit of measure for electrical energy use. One kWh is used to light a 100-watt bulb for 10 hours.

**kVa (Kilovolt-ampere)** - The amount of apparent power in an electrical circuit, equal to the product of voltage and current.

**kVAR (Kilo-Volt-Amperes Reactive)** - The product of the voltage and the amperage required to excite inductive circuits.

**kVARH (Kilo-Volt Amp Reactive Hours)** - A measure of energy supplied but not converted into work.

**kV (kilovolt)**- A unit of electromotive force, equal to 1,000 volts.



An **AEP** Company

**Customer ABC**  
**5555 Customer RD**  
**WASHINGTON DC, DC 20015**

### Your AEP Energy Bill Summary

From 9/1/2020 - 9/30/2020 (30 days)

Issued On 10/03/20

AEP Energy Account Number  
XXXXXXXXXX

Utility Account Number  
XXXXXXXXXXXXXXXXXXXX

Location Name  
**Customer ABC**

Utility Company (17)  
**Pepco DC**

Service Address  
**5555 Customer RD, WASHINGTON DC, DC 20015**

**DUE DATE**  
**10/17/2020**

**TOTAL AMOUNT**  
**\$464.25**

#### METER INFORMATION

Meter	Read Date	Type	Role	Demand (kW)(2)	Period	Previous Measure	Current Measure	Difference	Multiplier(1)	Usage (kWh)(3)
1234567	9/30	Delivery Service	Additive	N/A	Total Off-Peak	0.00	0.00	0.00	X 1	6,377
						0.00	N/A	0.00	X 1	6,377

#### AEP ENERGY CHARGES

Name	Description	Amount
Contracted Energy Charge	6,377.00 kWh x 0.07280	\$464.25
<b>TOTAL</b>		<b>\$464.25</b>

**TOTAL CURRENT CHARGES** **\$464.25**

Please do not mail any correspondence with your payment. You can view your bills online at [www.AEPenergy.com](http://www.AEPenergy.com)  
Questions about your bill? You may call us toll free at 866-258-3782.  
To report a power outage please call Pepco DC at phone number

**TOTAL AMOUNT DUE** **\$464.25**

Questions about your bill?

**Customer Service**  
866-258-3782

**Available Online**  
[aepenergy.com](http://aepenergy.com)

Questions about your Energy Supply?

**Utility Account (17)**  
Pepco DC  
202-833-7500

Please return this portion with your check made payable to AEP Energy



An **AEP** Company  
AEP Energy Account Number  
**XXXXXXXXXX**

AEP Energy  
PO Box 6329  
Carol Stream, IL 60197-6329

For your payment options check the back side >

Total Amount Due On 10/17/2020	<b>\$464.25</b>
AMOUNT ENCLOSED	



**SAMPLE INVOICE**  
**DC - Fixed AI**  
**ACTUAL INVOICE MAY APPEAR DIFFERENT**

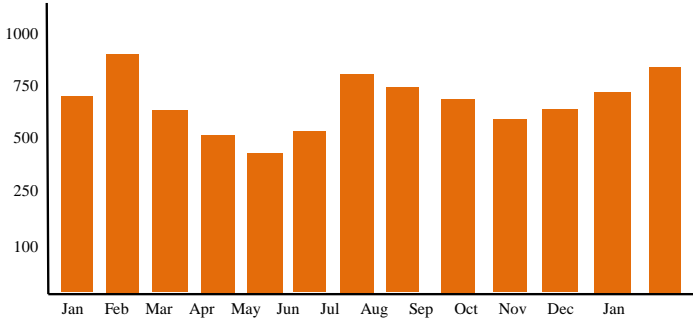
Invoice # XXXXX  
Account # XXXXX  
Invoice Date Month / Day / Year  
Due Date Month / Day / Year  
Page 1

**CUSTOMER INFORMATION**

Company: Customer Name  
Attn: Customer Contact  
Billing Address: Customer Address

**USAGE HISTORY**

Monthly Usage (kWh)



**INVOICE SUMMARY**

Previous Balance	\$0.00
Payment Received (Monty Day, Year)	\$0.00
Total Balance Forward	\$0.00
Adjustments	\$0.00
Late Payment Charge	\$0.00
Current Usage Charges	\$0.00
Taxes	\$0.00
Total Current Charges	\$0.00
<b>Amount Due By (Date)</b>	<b>\$0.00</b>

**PAYMENT OPTIONS**

- By Mail Remittance slip below
- By web [myaccount.directenergy.com](http://myaccount.directenergy.com)
- By phone 888.329.7906

**MESSAGE CENTER**

**QUESTIONS?**

- Call Us 888.925.9115
- Fax Us 866.41.0257
- Email Us [CustomerRelations@directenergy.com](mailto:CustomerRelations@directenergy.com)
- Visit Us [myaccount.directenergy.com](http://myaccount.directenergy.com)
- Outages (800) 752-6633



1001 Liberty Avenue, Pittsburgh, PA 15222

Detach here and return this portion with check or money order. Do not staple or fold

Invoice # XXXXX  
Account # XXXXX

**Amount Due by (Date)** **\$0.00**  
**Amount Enclosed**

Please write your account number on your check or money order made payable to Direct Energy Business.

Please remit to

Direct Energy Business  
P.O. Box 70220  
Philadelphia, PA 19176-0220

Customer Name  
Customer Address  
Customer Address

SAMPLE INVOICE  
DC - Fixed AI

ACTUAL INVOICE MAY APPEAR DIFFERENT



Invoice # XXXXXXXX  
Account # XXXXXXXX  
Invoice Date Month / Day / Year  
Due Date Month / Day / Year  
Page 2

## GENERAL INFORMATION

For questions or concerns relating to this bill, please call Direct Energy Business's Customer Relations Department at:

**8 AM - 6 PM EST, Monday through Friday**  
**CustomerRelations@directenergy.com**  
**Phone: 888.925.9115**  
**Fax: 866.421.0257**

If mailing correspondence, please forward to:  
**Direct Energy Business**  
**Attn: Customer Relations**  
**1001 Liberty Avenue**  
**Pittsburgh, PA 15222**

Delivery problems such as power outages are typically due to problems with local distribution facilities. For service problems call the utility's 24-hour service center at: Potomac Electric Power Company (PEPDC) 1-877-737-2662. According to the terms contained in your energy service agreement with Direct Energy, if you end your service prior to the end of your agreement term, you may be charged an early termination fee. Please refer to your energy service agreement for details.

In the event that the Term of your Agreement has expired, your account will be invoiced at a Market Variable Rate. This rate is subject to change monthly. Please refer to your agreement for additional information.

**RIGHT TO FILE A PUC COMPLAINT:** If you believe this bill contains any unauthorized charges, please contact Direct Energy Business Customer Relations at the information above. If, after contacting Customer Relations, you are not satisfied with the resolution, you have the right to file a complaint with District of Columbia Public Service Commission, 1333 H Street, NW, Suite 200 West Tower, Washington, DC 20005, Main Telephone No: 1(202) 626-5120 Email: [www.dcpsc.org](http://www.dcpsc.org) or call: Office of People's Counsel 1(202) 727-3071

For more information on terms and definitions found within this invoice, please visit us online at <https://business.directenergy.com/> or through MyAccount. If you would prefer to have a copy of invoice terms and definitions sent to you, please submit your request to [CustomerRelations@DirectEnergy.com](mailto:CustomerRelations@DirectEnergy.com) or via phone at 1-888-925-###

Change of Address?

Please contact the Direct Energy Business Customer Relations team at:  
Direct Energy Business  
Attn: Customer Relations  
1001 Liberty Avenue  
Pittsburgh, PA 15222  
Fax: 1-866-421-0257 OR Phone 1-888-925-9115



Invoice # XXXXXXXX
Account # XXXXXXXX
Invoice Date Month / Day / Year
Due Date Month / Day / Year
Page 3

YOUR SERVICE CHARGES

Service Address, City State

EDC.#: XXXXXXXXXXXXXXX

Store Number:

PO #:

Direct Energy Business

Electric Service

Meter#

Service Period Month / Day / Year to Month / Day / Year Actual-Total 0 kW UCAP
Meter Multiplier of

Service Period Month / Day / Year to Month / Day / Year Actual-Total 0 kW Trans
Meter Multiplier of

Service Period Month / Day / Year to Month / Day / Year Actual-Total 0 kW
Meter Multiplier of

Service Period Month / Day / Year to Month / Day / Year Actual-Total 0 kWh
Meter Multiplier of

(Month / Day / Year) to (Month / Day / Year)

Fixed Price - 0 kWh Total @ \$0.0/kWh \$0.00

DC Puc Fee - 0% Exempt \$0.00

State Sales Tax - 0% Exempt \$0.00

Current Actual Charges

Total Charges for EDC. # XXXXXXXXXXXXXXX \$0.00



# Monthly Invoice

Statement Date: 10/14/2020

[Redacted]

**Total Amount Due by 11/04/2020 \$766.05**

Rate Plan: Index Solutions  
Account ID: 8079511  
Service Period: 9/9/2020 to 10/7/2020

Previous Balance: \$939.54  
Payments Since Last Invoice: -\$939.54  
Unpaid Balance: \$0.00  
Late/Finance Charges: \$0.00  
Credit/Adjustments: \$0.00  
Total New Charges: \$766.05

**HOW WE CALCULATED YOUR BILL**  
See reverse side for detailed description of charges →

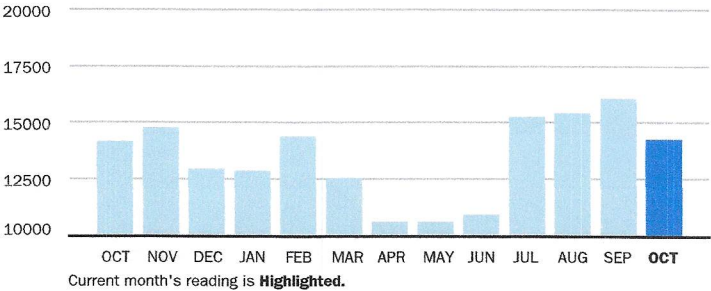


**Contract Charges**  
\$74.76

**Market Charges**  
\$674.25

**Transaction Line Loss Charges**  
\$17.04

### CONSUMPTION HISTORY



### MONTHLY USAGE

Current Month **14,240** kWh  
▲ **1.0%** from last year

Last Month  
**16,080**  
kWh

Last Year  
**14,160**  
kWh

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.  
Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!

[Redacted]



PO Box 4911  
Houston, TX 77210-4911

### ELECTRONIC STATEMENT

[Redacted]

**Total Amount Due by 11/04/2020 \$766.05**

AMOUNT ENCLOSED \$

MAKE CHECKS PAYABLE TO:  
CONSTELLATION NEW ENERGY, INC.  
PO BOX 4640  
CAROL STREAM IL 60197-4640

## HAVE A QUESTION OR EMERGENCY?

### To Contact Your Local Utility

Pepco  
888-277-5809

Total Amount Due by 11/04/2020

**\$766.05**

### For Customer Care Contact Constellation

Website <https://energymanager.constellation.com>  
Email [CustomerCare@Constellation.com](mailto:CustomerCare@Constellation.com)  
Phone 844-6ENERGY (844-636-3749)

Meter Number:	Previous Meter Read Date	Current Meter Read Date	USAGE
[REDACTED]	09/09/2020	10/07/2020	<b>14,240.000</b>

## DETAILED CHARGES

### Contract Charges

Retail Service Charge

Quantity	Rate	Amount
14,240.00 kWh	\$0.0052500/kWh	\$74.76

**Subtotal Contract Charges**

**\$74.76**

### Transaction Line Loss Charges

Line Losses on Market Purchase

758.30 kWh	\$0.0224707/kWh	\$17.04
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**Subtotal Transaction Line Loss Charges**

**\$17.04**

Page 2 of 4

## Other Ways to Pay Your Bill



### Energy Manager

Manage your account at:  
<https://energymanager.constellation.com>



### Phone

Call 844-6ENERGY  
(844-636-3749)  
for our 24/7  
phone payment option



### ACH/WIRE

CONSTELLATION NEW ENERGY, INC.  
ACH/WIRE: WELLS FARGO, ABA 121000248 /  
ACCOUNT 4879656445  
ACH/WIRE NOTIFICATION:  
[PAYMENTS@CONSTELLATION.COM](mailto:PAYMENTS@CONSTELLATION.COM)



Total Amount Due by 11/04/2020

**\$766.05**

**DETAILED CHARGES (Con't)**

**Market Charges**

Transmission Enhancement Reallocation	33.00 KW	\$0.1295358/KW	\$4.28
Transmission Service	33.00 KW	\$2.5567831/KW	\$84.50
Transmission Loss Credit	14,240.00 kWh	-\$0.0002220/kWh	-\$3.16
Renewable Portfolio Standards	14,240.00 kWh	\$0.0106453/kWh	\$151.59
Reliability Must Run	33.00 KW	\$0.0000000/KW	\$0.00
Other Costs	14,240.00 kWh	\$0.0002200/kWh	\$3.13
FERC Order 745	14,240.00 kWh	\$0.0000001/kWh	\$0.00
Market Energy - Real Time	14,240.00 kWh	\$0.0224700/kWh	\$319.97
Capacity Charge	33.56 KW	\$2.9372007/KW	\$98.57
Balancing Congestion Charge	14,240.00 kWh	\$0.0003873/kWh	\$5.52
Auction Revenue Rights Credit	33.00 KW	-\$0.3718554/KW	-\$12.29
Ancillary Services	14,998.30 kWh	\$0.0014761/kWh	\$22.14
<b>Subtotal Market Charges</b>			<b>\$674.25</b>

**Total New Charges**

**\$766.05**

**Message Center**

Capacity Charge = (Capacity PLC 33.5600000 x Multiplier 1.1965517 x 29 Days x Avg DZSF 0.9722155) = 1132.1760579 kW Days at Capacity Price 0.0870646 = \$98.5724556

Transmission Charge = (NSPLC 33.0500000 x Avg DZSF 1.0000000 x 22 Days x ENH Rate 0.0116434) = \$8.4659161

Transmission Charge = (NSPLC 33.0500000 x Avg DZSF 1.0000000 x 7 Days x ENH Rate 0.0114625) = \$2.6518494

Transmission Charge = (NSPLC 33.0500000 x Avg DZSF 1.0000000 x 29 Days x NITS Rate 0.0765652) = \$73.3839159

Thank you for your prompt payment. A finance charge of 1.5% per month may be assessed on all past due invoices.

Thank you for choosing Constellation as your electric supplier.

To ensure timely application of your payment, please include your Statement Number on your payment remittance. Thank you for being a valued Constellation Customer!

[REDACTED] 1  
[REDACTED] 6

Total Amount Due by 11/04/2020 **\$766.05**

**Adjustments:** Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

**Administration Fee or Service Charge:** The fee or charge set forth for each account per billing cycle.

**Ancillary Service Charges:** Charges regarding ancillary services as set forth in the applicable Independent Service Operator (ISO) Open Access Transmission Tariff (OATT) and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. Generally, these costs are associated with ensuring the reliability of the electrical grid.

**Capacity Charge:** Charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Generally, these costs are associated with ensuring there is enough generating capacity available now and in the future to meet customer requirements.

**Energy Charge - Non-Time of Use (TOU):** Charge per kWh for electricity supplied for all hours of each day.

**Kilowatt Hour (kWh):** A measure of the quantity of electricity (energy) that you use.

**Late Fees or Finance Charges:** Additional charges assessed to accounts for late payment of invoices. Payment terms and charge calculations are specified in your contract.

**Line Loss Charges:** The cost associated with the loss of electricity as it travels over the transmission and distribution wires.

**Locational Forward Reserves (LFR):** Ancillary service administered by the ISO that facilitates the availability of generating units in the future to provide backup reserve service to ensure system reliability.

**Reliability Must Run (RMR):** Ancillary service administered by the ISO. Generation resources scheduled to operate out-of-merit order and identified by the ISO as necessary to preserve regional system reliability.

**Renewable Portfolio Standards Cost (RPS):** NewEnergy's cost of procuring renewable energy to comply with Renewable Portfolio Standards (RPS) requirements, usually established by individual states. Generally, these costs are associated with requirements to support generating units that produce power using renewable fuels such as water (hydro-electric) and solar.

**Retail Service Charge:** A contracted charge for supplying electricity to an account, based upon total kWh consumption per billing cycle.

**Retail Trade Transaction (RTT):** The fixed unit Price and Quantity for a specific commodity for a specific delivery point and pattern.

**Transmission Service Charge:** The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission lines.

**Disputed Invoices:** Should you question any portion of your Constellation NewEnergy invoice, please call 844-6ENERGY (844-636-3749) Monday to Friday 8AM-6PM Eastern Time, email CustomerCare@Constellation.com, or write to: Constellation NewEnergy, c/o Customer Care, PO Box 4911 Houston, TX 77210-4911. If you have a billing dispute that you are not able to resolve with Constellation NewEnergy you may file a complaint with the Office of People's Council (OPC). The OPC can be reached by phone at 202-727-3071 or you may write to: Office of People's Council, 1155 15th Street NW, Suite 500, Washington, DC 20005.

In the event of a service interruption or electric emergency, please contact your utility directly at:  
Pepco 888-277-5809

**DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.**