

W. Craig Williams
Assistant General Counsel
2301 Market Street / S23-1
Philadelphia, PA 19103

Direct Dial: 215-841-5974

July 10, 2017

VIA OVERNIGHT MAIL

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RECEIVED

JUL 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Affiliated Interest Agreement between PECO Energy Company and
Constellation NewEnergy, Inc., Docket No. G-2013-2360501**

Dear Secretary Chiavetta:

Pursuant to the Secretarial letter regarding the agreement with Constellation NewEnergy, Inc., referenced above, please find attached the verified responses of PECO Energy Company ("PECO") to the Commission's request for additional data. This data pertains to the RFP conducted by PECO for supply of power to certain of its service buildings, for which Constellation NewEnergy, Inc. was one of the successful bidders.

Because the responses contain commercially sensitive and proprietary information, PECO requests **CONFIDENTIAL & PROPRIETARY** treatment of the responses as indicated.

Kindly contact me at my direct line if there any questions (215-841-5974).

Very truly yours,



W. Craig Williams

Enclosures

cc: Certificate of Service
Jeff McCracken, Bureau of Technical Utility Services (via email)

Docket No. G-2013-2360501
PECO Energy Company
Data Request

AI-1. PECO Energy Company (PECO) states that a Request for Proposal (RFP) was conducted on May 25, 2017. Please provide a copy of this RFP, as well as a list of all entities to whom this RFP was sent.

Response:

Please find the following attached, which information was provided to potential bidders:

- AI-1-A: Electric & Gas Choice Communication Bulletin #E-626 (February 1, 2017) (notifying suppliers of upcoming RFP)
- AI-1-B: **(CONFIDENTIAL & PROPRIETARY)** RFP Supplier-Recipient List
- AI-1-C: PECO Services Building RFP for Retail Electric Supply (Fact Sheet)
- AI-1-D: PECO Bid Template
- AI-1-E: Master Electricity Supply Agreement (provided in advance to all suppliers)



Electric & Gas Choice Communication Bulletin #E-625

February 1, 2017

STAKEHOLDERS: *All Electric Generation Suppliers (EGS's)*

SUBJECT: *RFP for Retail Electric Supply*

PURPOSE of COMMUNICATION:

To notify Electric Generation Suppliers that PECO is initiating an RFP process for retail electric supply for eleven PECO buildings.

KEY FACTS:

- *The accounts include the PECO Main Office Building as well as ten (10) large service buildings.*
- *Pricing will be solicited on an account basis with selection based on price.*
- *Total Peak Load Contribution: 5,806kW*
- *Notify PECO of your interest in participating by February 8, 2017.*
- *Additional details will be sent to those who express interest by the deadline.*

ACTION NEEDED:

Contact Susan Bellew at 215-841-6046 or email at susan.bellew@exeloncorp.com if you are interested in participating.



An Exelon Company

PECO Services Building RFP for Retail Electric Supply

PECO Energy Acquisition will be conducting RFP for Retail Electric Supply for 11 accounts. They are procurement group GSA 3 and GSA 4 with rate classes GS, HT, and PD.

Account Number	Location	Address	Meter Route Schedule	Estimated Start Month
573800605	Warminster	400 Park Avenue, Warminster, PA 18974	21	April 2017
883401102	Warminster	400 Park Avenue, Warminster, PA 18974	21	April 2017
962400506	Oregon Shops	2610 S Delaware Ave, Philadelphia, PA 19148	21	April 2017
1581401405	Schuylkill (Christian)	830 SCHUYLKILL AVE PHILADELPHIA PA 19146	21	March 2017
2485801100	Baldwin	1500 Chester Pike, Eddystone, PA 19022	21	April 2017
3940901102	Plymouth	680 Ridge Pike, Plymouth Meeting, PA 19462	21	March 2017
4991200905	Main Office Building	2301 MARKET ST, PHILADELPHIA PA 19101	21	March 2017
6052201208	Berwyn 1040	1040 W Swedesford Rd, Berwyn, PA 19312	21	March 2017
6670400803	Berwyn 1060	1060 W Swedesford Rd, Berwyn, PA 19312	21	March 2017
7289001500	Berwyn 1050	1050 W Swedesford Rd, Berwyn, PA 19312	21	March 2017
8579800604	Conshohocken	300 FRONT ST WEST CONSHOHOCKEN PA 19428	21	March 2017

Historical Usage by Account

Account Number	Location	2013 (kWh)	2014 (kWh)	2015 (kWh)	2016 (kWh)
573800605	Warminster	609,600	635,400	667,200	647,000
883401102	Warminster	529,800	482,200	480,000	553,600
962400506	Oregon Shops	709,200	950,400	1,824,047	734,877
1581401405	Schuylkill (Christian)	1,530,425	1,741,550	1,749,543	1,552,651
2485801100	Baldwin	549,888	585,216	625,536	606,720
3940901102	Plymouth	2,638,039	2,769,447	3,002,202	1,207,220
4991200905	Main Office Building	22,753,958	21,535,449	19,823,001	19,457,858
6052201208	Berwyn 1040	492,960	522,720	516,576	472,416
6670400803	Berwyn 1060	899,000	905,800	884,600	968,600
7289001500	Berwyn 1050	1,441,600	1,552,400	1,532,800	1,524,000
8579800604	Conshohocken	3,582,037	4,106,619	3,928,859	3,443,422

Historical PLC by Account

Account Number	Location	PLC Effective 6/1/2013 to 5/31/2014 (kW)	PLC Effective 6/1/2014 to 5/31/2015 (kW)	PLC Effective 6/1/2015 to 5/31/2016 (kW)	PLC Effective 6/1/2016 to 5/31/2017 (kW)	PLC Effective 6/1/2017 to 5/31/2018 (kW)
573800605	Warminster	206.69	86.32	87.10	80.93	83.89
883401102	Warminster	202.01	184.28	176.16	170.86	181.57
962400506	Oregon Shops	119.43	141.29	124.85	251.36	242.98
1581401405	Schuylkill (Christian)	310.14	234.71	301.28	390.66	297.92
2485801100	Baldwin	103.20	92.09	86.54	95.11	97.40
3940901102	Plymouth	442.45	456.53	497.59	475.50	473.49
4991200905	Main Office Building	3,653.98	3,441.43	3,231.42	3,142.45	3,122.68
6052201208	Berwyn 1040	84.99	82.64	82.93	87.56	80.44
6670400803	Berwyn 1060	172.99	172.08	183.60	189.34	202.34
7289001500	Berwyn 1050	242.68	250.11	254.14	278.25	280.12
8579800604	Conshohocken	406.05	646.86	615.26	643.98	608.65

Historical NSPL by Account

Account Number	Location	NSPL Effective 2013 (kW)	NSPL Effective 2014 (kW)	NSPL Effective 2015 (kW)	NSPL Effective 2016 (kW)	NSPL Effective 2017 (kW)
573800605	Warminster	214.28	89.49	85.81	81.3	86.42
883401102	Warminster	209.43	191.06	173.54	171.65	187.05
962400506	Oregon Shops	123.81	146.48	123	252.52	250.31
1581401405	Schuylkill (Christian)	321.53	243.34	296.81	392.46	306.9
2485801100	Baldwin	106.99	95.48	85.25	95.55	100.34
3940901102	Plymouth	458.69	473.32	490.2	477.69	487.77
4991200905	Main Office Building	3788.12	3567.96	3183.43	3156.91	3216.84
6052201208	Berwyn 1040	88.11	85.68	81.7	87.96	82.87
6670400803	Berwyn 1060	179.34	178.41	180.87	190.21	208.44
7289001500	Berwyn 1050	251.59	259.31	250.37	279.53	288.57
8579800604	Conshohocken	420.96	670.64	606.12	646.94	627

Attachment AI-1-D

Option 1				
Fixed Price Full Requirements (c/kWh)	Account Number	3 year	4 year	5 year
Warminster	573800605			
Warminster	883401102			
Oregon Shops	962400506			
Schuylkill (Christian)	1581401405			
Baldwin	2485801100			
Plymouth	3940901102			
Main Office Building	4991200905			
Berwyn 1040	6052201208			
Berwyn 1060	6670400803			
Berwyn 1050	7289001500			
Conshohocken	8579800604			
Bundle (11 accounts)	-			
Procurement Class 3 (7 accounts)*	see below			
Procurement Class 4 (4 accounts)**	see below			

Option 2				
Fixed Energy, Capacity and Transmission as Pass Through (c/kWh)	Account Number	3 year	4 year	5 year
Oregon Shops	962400506			

**Procurement Class 3 refers to: 573800605, 883401102, 962400506, 2485801100, 6052201208, 6670400803, 7289001500*

***Procurement Class 4 refers to: 1581401405, 3940901102, 4991200905, 8579800604*

ATTACHMENT AI-1-E

[SELLER LEGAL ENTITY NAME]

Electricity Supply Agreement – Fixed Price Solutions

PECO ENERGY COMPANY (“Customer”) AND [SELLER LEGAL ENTITY NAME] (“Seller”) AGREE AS FOLLOWS:

Acknowledgment that Customer is UDC. Seller acknowledges that Customer is the UDC, as well as the customer purchasing electricity hereunder. Seller agrees that Customer may exercise any rights hereunder as the Customer purchasing electricity, even if the exercise of such rights involve actions or events associated with electric distribution. Seller hereby waives any claims it may have relative to Customer being, in this instance, the “Customer” for the purchase of electricity as well as the UDC.

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in Exhibit A, “Account Schedule” (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement. Pricing is fixed per kilowatt (exclusive of pass-through items) for the Term regardless of usage.

The specific prices for each Account are set forth in the Account Schedule, below.

You are also responsible to pay (1) Taxes, which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation; provided, however, that to the extent the sale is exempt from Taxes, we will not pass through Taxes to you on your bill or as part of the price of electricity; and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. With the exception of the items listed as “Pass-Through” below, your prices are fixed for the existing term of this Agreement.

Cost Components. Each of the items listed as “Fixed” below is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Pass-Through” below, this means that the charges may change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason and that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs (check one)	<input type="checkbox"/> Fixed <input type="checkbox"/> Pass-Through
Transmission Costs (check one)	<input type="checkbox"/> Fixed <input type="checkbox"/> Pass-Through
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
Taxes (to the extent not exempt)	Pass-Through
FERC Order 745 Costs	Pass-Through
UDC Charges (if any)	Pass-Through

The contract prices contained in the Account Schedule include margin as well as any Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract price.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under “Start Date”, and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice either (1) as set forth on Exhibit B, "Holdover Pricing," or (2) as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the residual zone ("LMP") + \$<Insert Holdover Rate>/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes to the extent the sale is not exempt from Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within **forty-five (45)** days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of **1.0%** per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that for Account(s) located in the Commonwealth of Pennsylvania your aggregate peak load during any 12-month period is greater than 25 kilowatts, and that electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail or by express carrier to our respective business addresses. Our business address is _____, Attn: _____. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free ____-____-_____, or by email at _____. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at ____-____-_____. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections, State Public Utility Commission, and UDC Information. As a Pennsylvania consumer, you acknowledge provisions of the UDC's Electric Generation Supplier Services Tariff or Electric Generation Supplier Coordination Tariff relating to the UDC's disclosure of Customer-specific information to electric generation suppliers and you acknowledge your understanding that you may change any election you may make under these provisions at any time by contacting the UDC. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
PECO Energy Company	PECO	1-717-284-4325

Additional information may be obtained by contacting the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

[SELLER LEGAL ENTITY NAME]

Customer: PECO ENERGY COMPANY

By: _____

Name:

Title:

Date:

Address:

Attention:

Facsimile:

Telephone:

Email Address:

By: _____

Name:

Title:

Date:

Address: **2301 Market Street
Philadelphia, PA 19103**

Attention:

Facsimile:

Telephone:

Email Address:

General Terms and Conditions

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 Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we 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 applicable with respect to 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 your applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al. issued June 9, 2015).

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

"FERC Order 745 Costs" means any costs or charges imposed by the ISO 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 Section 4 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to 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 Peak hours.

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

"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 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. Beginning on June 1, 2015, several Pennsylvania UDCs (i.e., PECO, MetEd, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting RMR Costs that are incurred during the term of this Agreement on your UDC Charges. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting RMR Costs and we again become responsible for collecting them, we will pass those costs through to you.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, including any gross receipts taxes or sales taxes, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement, which are assessed at the delivery point of the electricity provided under this Agreement and thereafter. This definition of "Taxes" does not include any such charges assessed prior to such delivery point, as Seller will be responsible for all such charges.

"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, 2015, PECO will be responsible for collecting the Transmission Cost Enhancement Charges on your Delivery Charges along with several Pennsylvania UDCs (i.e., MetEd, Penelec, Penn-Power and West Penn-Power) that began collecting this charge effective June 1, 2013. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting Transmission Cost Enhancement Charges and we again become responsible for collecting them, we will pass those costs through to you.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Default under this Agreement. You will be in default under this Agreement if you fail to: (a) pay your bills on time and in full; (b) perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or (c) if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

3. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

4. Change in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change the charges described in this Agreement as "variable" or "pass-through", but may not change charges described as "fixed." Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

5. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

6. Indemnification obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

7. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 3 above. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

8. Dispute Resolution. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE, TO THE EXTENT ALLOWED BY APPLICABLE LAW. WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

9. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

10. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

11. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. Neither Customer nor Seller may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such attempted transfer will be void. Seller will not refer to Customer or any person or entity affiliated with Customer in any advertising or other publication in connection with this Agreement.

without the prior written approval of Customer. Seller will not, either directly or indirectly, publish or disclose any photographs, images, logos, copyrighted or trademark protected information of Customer, Customer's affiliates or their subsidiaries, or use such information for the benefit of itself or any other person, without the prior written consent of Customer. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or emailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

EXHIBT A

ACCOUNT SCHEDULE:

For: PECO ENERGY COMPANY

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

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

TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (____) ____-____.

No. of Service Accounts:

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)

EXHIBIT B
HOLDOVER PRICING

- No Holdover Pricing shall apply to this Agreement.
- The Holdover Pricing calculation set forth in the text of the Agreement shall apply.
- The below Holdover Pricing shall apply.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Affiliated Interest Agreement between :
PECO Energy Company and Constellation :
NewEnergy, Inc. : **DOCKET NO. G-2013-2360501**
:

CERTIFICATE OF SERVICE

I hereby certify and affirm that I have this day served a copy of the PECO Energy Company Responses to Data Requests on the following persons in the manner indicated in accordance with the requirements of 52 Pa. Code § 1.54:

VIA EMAIL AND FIRST CLASS MAIL

Tanya J. McCloskey
Acting Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
tmccloskey@paoca.org

John Evans
Small Business Advocate
Office of Small Business Advocate
Suite 1102, Commerce Building
300 North Second Street
Harrisburg, PA 17101
jorevan@pa.gov

Richard Kanaski, Director
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commerce Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17105-3265
rkanaski@pa.gov

RECEIVED

JUL 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



W. Craig Williams
Assistant General Counsel
PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19101-8699
(215) 841-5974
Fax: (215) 568-3389
craig.williams@exeloncorp.com

Dated: July 10, 2017

