

City of Greenfield, Indiana (“Customer”) and Constellation NewEnergy – Gas Division, LLC (“CNEG”) enter into this Natural Gas Supply Agreement, including the attached General Terms and Conditions (the “Natural Gas Agreement”) effective June 27, 2019 (the “Effective Date”). Generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to CNEG, unless the context clearly requires otherwise. This Natural Gas Agreement is intended to govern the purchase and sale of natural gas and related services (“Gas”) between us, each a “Transaction,” which may be memorialized in a transaction confirmation (“TC”) that is subject to this Natural Gas Agreement. Both of us may further agree to implement certain strategies or services which will be set forth in a Rider signed by both of us (each a “Rider”). If a conflict arises between (i) a TC, (ii) a Rider, or (iii) the Natural Gas Agreement, the terms shall govern in the priority listed in this sentence. All TCs and Riders together with this Natural Gas Agreement form a single integrated agreement and are sometimes herein collectively referred to as the “Agreement”.

**Purchase and Sale of Natural Gas.** You will purchase from us and we will supply, or cause to be supplied, the Contract Quantity for your Facilities as specified in a TC or Rider, subject to the terms and conditions of the Agreement. You authorize us to enroll the Facilities with the Utility so that we can supply those Facilities. You will take such actions as we request to allow us to enroll the Facilities in a timely manner. You authorize us to take such actions we deem necessary to enroll the Facilities with the Utility as Facilities to be served by us and otherwise meet our obligations under this Agreement, including executing on your behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to you by the Utility or other transporter(s), disposing of storage balances, adding or deleting Facilities as necessary, and receiving Usage Nominations from the Utility relating to your Gas requirements. We shall deliver the Contract Quantity to the Delivery Point(s) where risk of loss and title shall transfer to you. You agree that we may select such sources and service levels of Gas as we deem appropriate to meet our obligations under the Agreement. Our delivery obligation and your receipt obligation under this Agreement shall be set forth on a TC or Rider as Firm, Secondary Firm, Interruptible, or otherwise as agreed in the Transaction.

**Term.** This Natural Gas Agreement will commence on the Effective Date and will continue until terminated by either of us upon thirty (30) days written notice; provided any TC or Rider will continue to be governed by this Natural Gas Agreement until the TC or Rider has been separately terminated or expired. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

**Transaction Confirmation Procedure.** You may enter into Transactions with us at any time by written transmission, electronic transmission, facsimile or other written record, or verbally, in person or by telephone (which we both acknowledge may be on a recorded telephone line) with the offer by one party and acceptance by the other party constituting our legally binding agreement. Nothing in this Agreement shall obligate either of us to enter into a Transaction at any time and your mere request to purchase Gas from us hereunder shall not constitute acceptance until we have clearly accepted such offer. Any applicable requirement that a Transaction be “in writing” and “signed” shall be deemed to have been satisfied by this Natural Gas Agreement, by our signatures below and our express agreement to these procedures. You agree that CNEG shall have the exclusive right to confirm any Transaction by sending you a written TC, in the form attached hereto as Exhibit A or otherwise, by facsimile, electronic transmission or other means. While it is the Parties preference and shall be CNEG’s Standard practice to send a Transaction Confirmation for each and every Transaction, notwithstanding any provision to the contrary in this Agreement, failure to send a TC shall not invalidate a Transaction agreed to by both of us. All agreed upon Transactions shall be subject to the terms and conditions of this Natural Gas Agreement, and each TC is incorporated herein. **If we send a TC and you fail to object in writing to any term in the TC within two (2) business days, the TC shall constitute the definitive written expression of the Transaction.**

**Price.** You will pay the price for Gas (the “Contract Price”) as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional gas in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive Gas from us beyond the term of the TC or Rider (where such Gas will be considered month to month), all such Gas will be priced at the Market Price. In addition to the Contract Price or Market Price, as applicable, you will be responsible to pay all such other amounts related to effectuating Transactions and the purchase and delivery of Gas, which will include, but not be limited to, amounts for (i) Taxes related in any way to the Contract Price, any services provided or the Gas at and after the Delivery Point, and (ii) transportation charges at and after the Delivery Point and related Taxes, which may be billed separately by the Utility.

**Your Invoice.** Your invoices will contain all CNEG charges applicable to Gas usage, including Taxes (which are passed through to you). **If you are exempt from any Taxes, you shall provide CNEG with any state and/or local exemption certificate prior to the issue date of your first invoice.** If you are eligible for and have elected to receive a single bill from us (“CNEG Consolidated Billing”), we will invoice you for all Utility charges and related Taxes. Otherwise, the Utility will invoice you for all Utility Charges and related Taxes. All amounts charged are due in full on the fifteenth (15th) day after the date of invoice or such other date set forth in a Rider. Invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we shall have the right to invoice you based on estimated information. Once actual data is received, 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 1.5% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the Utility until we receive such payments.

CNEG Notice Information:

9400 Bunsen Parkway, Suite 100, Louisville, KY 40220  
Attention: Contracts Administration  
Telephone: (502) 426-4500 Facsimile: (502) 214-6381

Customer Notice Information:

Attention: Mike Fruth  
Title: Director of Utilities  
Address: 10 South State Street, Greenfield, IN 46140  
Phone: 317-325-1338  
Facsimile:  
Email: mfruth@greenfieldin.org

For Invoices (if different from Notice Information)

Attention: Accounts Payable  
Title: Accounts Payable  
Address: PO Box 6248, Indianapolis, IN 46206  
Phone: 317-477-4300  
Facsimile:  
Email: lelmore@greenfieldin.org

For Transaction Confirmations (if different from Notice Information)

Attention:  
Title:  
Address:  
Phone:  
Facsimile:  
Email:

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.**

**CNEG**

Sign and Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CUSTOMER**

Sign and Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### 1. Definitions.

**“Contract Quantity”** means the quantity of Gas to be delivered and received as agreed in the applicable TC or Rider.

**“Delivery Point(s)”** means the city gate interconnection between the Utility and the upstream transporter or such other delivery point(s) as are agreed in a TC or Rider. However, to the extent that you own transportation capacity which is used to deliver Gas to you, the Delivery Point shall be the receipt point of such capacity.

**“Facility”** means your facility or Utility account to which CNEG is providing Gas under this Agreement (collectively, the **“Facilities”**).

**“Firm”** means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure.

**“Interruptible”** means deliveries and receipts may be interrupted at any time for any reason except for Customer’s obligation to take and pay for gas it nominates and CNEG’s obligation to honor the price set forth in the TC.

**“Market Price”** means a price comprised of (i) the spot commodity cost of Gas as determined by us in our reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver Gas to the Delivery Point, and (iii) a reasonable market based margin.

**“Secondary Firm”** means deliveries and receipts will be on a best-efforts basis. We may interrupt its performance without liability to the extent that one or more of the following conditions are present: i) Force Majeure; ii) curtailment by your Utility; iii) curtailment of supply by a Gas supplier; iv) curtailment of storage by a storage provider; v) curtailment of transportation by a transporter, including, but not limited to, transportation between secondary firm points; vi) recall of transportation capacity release by its releasor; or vii) curtailment of Gas production behind a specific meter. If we interrupt for any other reason, your exclusive remedy shall be that you may recover damages as provided in Section 2.

**“Taxes”** means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of Gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, commercial activity or other privilege tax, and any other tax (whether in effect as of the Effective Date of this Agreement or thereafter) imposed by any governmental entity.

**“Usage Nomination”** means your nomination of your forecasted Gas requirements, including without limitation (i) any such nomination by the Utility with respect to your Facilities, (ii) any such nomination permitted to be made by us as provided in this Agreement or any TC or Rider.

**“Utility”** means the local Gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of Gas to the Facilities.

**2. Failure to deliver or receive Gas.** The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas (other than Interruptible) shall be the following: If we fail to deliver Gas for a reason other than your breach, we shall pay you the **“Replacement Cost,”** which is the amount you actually pay to replace the undelivered Contract Quantity less the amount you would have paid under this Agreement for such Contract Quantity. (b) If you fail to receive Gas for a reason other than our breach, you shall pay us the **“Revenue Loss,”** which is the amount that we would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount we actually receive in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount we would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as we determine in a commercially reasonable manner. Both of us shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

**3. Cash deposit and other security.** At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash

deposit or provide other security acceptable to us in an amount acceptable to us immediately following our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

**4. Nomination and Imbalances.** (a) If you or the Utility fail to provide us with a Usage Nomination for any month in a timely manner, we may establish a nomination for such month in a commercially reasonable manner based upon your historical usage data available to us. We shall be entitled to rely on any Usage Nominations received from the Utility or that we establish in accordance with this paragraph. Usage Nominations may be made verbally, in writing, by facsimile, or by other electronic transmission. (b) We shall both use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges assessed by a transporter for failure to satisfy the transporter’s balancing and/or nomination requirements (**“Imbalance Charges”**). If Imbalance Charges are incurred as a result of your receipt of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then you shall be responsible for such Imbalance Charges. If Imbalance Charges are incurred as a result of our delivery of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then we shall be responsible for such Imbalance Charges.

**5. Default under this Agreement.** You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 3 above; or perform any material obligations under this Agreement (other than a failure to receive gas) and you do not cure such default within five (5) days of written notice from us; or 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 any material obligations under this Agreement (other than a failure to deliver gas) and do not cure such default within five (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.

**6. 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 Facilities affected by such default, and switch your Facilities back to Utility service (consistent with applicable regulations and Utility practices); and/or require that you compensate us for all losses we sustain due to your default, including:

- payment of all amounts you owe us for natural gas provided to you;
- when the Agreement is terminated early (entirely or as to certain Facilities), 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 natural gas 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.

**7. Changes in law.** Upon 30 days advance written notice we may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the natural gas and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) 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, Utility or transporter business practices or protocol, Utility or transporter tariff, rule of any commission or agency with jurisdiction in the state in which the Facilities are located. Such additional amounts will be included in your subsequent invoices. The changes described in this Section may change any or all of the charges described in this Agreement.

**8. Force Majeure and Transporter Restrictions.** “Force Majeure” means an event that is beyond either of our reasonable control that prevents either of us from performing our obligations under this Agreement. If a Force Majeure event occurs, then the affected party will be relieved from performance until the situation is resolved. Examples of Force Majeure events include: acts of God, fire, war, terrorism, flood, earthquake; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of Gas transmission, distribution or supply (including without limitation as the result of an OFO, as defined below); regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under either of our control, such as a Utility. Such events shall not excuse failure to make payments due in a timely manner for Gas we supply. Each of us will use commercially reasonable efforts to give notice (which may be by electronic means) to the other in a timely manner of any operational flow orders or other usage or flow restrictions (“OFO”) from the applicable pipelines or utilities and shall take all required steps to comply with such orders. Each of us will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one of us, then such party shall be solely responsible for any such penalties, charges, fees, costs or expenses. We both agree that OFOs may require one or both of us to buy or sell Gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing.

**9. Indemnification.** 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 ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

**10. Limitations.** IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party’s total liability related to the Agreement, whether arising under breach of contract, tort, strict liability or otherwise, is limited to direct, actual damages. Direct actual damages payable to us will reflect the early termination calculation in Section 6. 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 CNEG’S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. We will have no liability or responsibility for matters within the control of the Utility, which include maintenance of natural gas pipelines, service interruptions, loss or termination of service or meter readings.

**11. Dispute Resolution.** This Agreement will be governed by and interpreted in accordance with the laws of the State of New York without regard to any choice of law principles. BOTH PARTIES 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.

**12. Relationship of Parties.** We are an independent contractor and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. 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 under this Agreement. Your decision to enter into this Agreement and any other decision or action you take is and will be based only upon your own analysis (or that of your advisors) and not on information or statements from us.

**13. Confidentiality.** Consistent with applicable regulatory requirements, we will keep confidential 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 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.

**14. Miscellaneous Provisions.** In the case of CNEG Consolidated Billing, you agree that (i) you remain exclusively liable to the Utility for all Utility charges, (ii) we have no obligation to review Utility charges for accuracy, and (iii) should you dispute Utility charges, that is a matter for you and the Utility to resolve without our involvement. 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. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between 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 email copy of your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Both of us acknowledge that any document generated 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 of us 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, limitations of liability, indemnification and dispute resolution. We shall have the right to set-off and net any amounts owed to you against any amounts you owe us under this Agreement or any other agreement. 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 (“CEA”). You agree that your purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of Gas for one or more of your Facilities and if any transaction hereunder gives you the right to adjust the Contract Quantity or to require CNEG to provide some other quantity of gas, your election to exercise such right is based on supply and demand factors related to your business. You represent that you qualify as an “eligible contract participant” as the same is defined under the CEA. We will send all notices, invoices and TCs to the address provided in this Agreement unless you direct otherwise. Your authorization of us to your Utility as a recipient of your gas billing and usage data will remain in effect during the term of this Agreement unless you rescind the authorization upon written notice to us. We reserve the right to cancel this Agreement in the event you rescind this authorization. To the extent you are represented by a broker, agent, association or other third party (collectively, “Broker”), you acknowledges and understand that (i) the broker is your representative and does not represent CNEG, (ii) we may be making a payment to Broker in connection with Broker’s facilitation of you and CNEG entering into a Transaction, and (iii) unless otherwise noted, the Contract Price reflects any fee paid to Broker.

**EXHIBIT A – FORM OF TRANSACTION CONFIRMATION\***

*\*The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter the form of this Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective \_\_\_\_\_, 20\_\_ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and \_\_\_\_\_ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation:

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

**This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.**

**CONSTELLATION NEWENERGY – GAS DIVISION, LLC**

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: SAMPLE \_\_\_\_\_  
Name: NOT FOR EXECUTION \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## SMARTPORTFOLIO PROGRAM (FULL REQUIREMENTS)

This SmartPortfolio Rider (“Rider”) is made part of and is subject to the natural gas agreement entered into on June 27, 2019 (the “**Master Natural Gas Agreement**”), by and between Constellation NewEnergy – Gas Division, LLC (“**CNEG**”) and City of Greenfield, Indiana (“**Customer**”). The Master Natural Gas Agreement and this Rider together are referred to as and constitute the “**Master Agreement**” between the Parties. The purpose of this Rider is to set forth the specific terms and conditions related to the SmartPortfolio Program whereby CNEG will supply natural gas to Customer’s facilities (“**Facilities**”) listed below in the Facility Listing. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. In the event of a conflict between this Rider and the Master Natural Gas Agreement, the terms of this Rider shall govern with respect to the services described herein.

**1. SmartPortfolio Overview.** The SmartPortfolio Program (“**SmartPortfolio**” or “**SmartPortfolio Program**”) is a complete approach for managing physical natural gas purchases and protecting against price volatility. SmartPortfolio manages spot market gas deliveries and, over time, locks in a fixed price for the elected volumes. The intent of SmartPortfolio is to provide a time diversified physical gas price which utilizes a time-proven, systematic, and algorithmic approach to risk management. The “**SmartPortfolio Price**” includes the commodity price, basis, transportation, fuel, and CNEG’s costs to deliver gas and provide SmartPortfolio Services as described herein. The SmartPortfolio Price does not include any applicable taxes or utility distribution charges.

**2. SmartPortfolio Services.** As part of SmartPortfolio, CNEG will designate an Account Manager to provide the SmartPortfolio Services as described herein. The Account Manager will serve as the Customer’s point of contact and manage the relationship between CNEG and the Customer. Customer will be provided a username and password to access CNEG’s secured web-based portal. Customer will be able to view online reports identifying volumes for which prices have been fixed through the SmartPortfolio Program over time as well as cumulative purchases since the inception of Customer’s participation in the SmartPortfolio Program. Account specific information and reports can be viewed and printed. Examples of account specific reports that may be available include: (a) monthly analysis reports, (b) daily usage histories, and (c) monthly usage and peak day analysis. Market based information can also be viewed and printed from the portal. Examples of market based information may include: (a) Weekly Market Summary, (b) Natural Gas Market Update, (c) Natural Gas Futures Update, and (d) historical NYMEX pricing. Annual energy conferences and periodic webinars will be provided covering the latest information on the energy markets, regulatory and legislative changes, and product and service developments.

**3. Volumetric Participation.** CNEG shall be the exclusive natural gas supplier to the identified Facilities during the term of this Rider. The SmartPortfolio Price will apply to all volumes delivered to Customer by CNEG. Forecasted monthly volumes (“**Monthly Volumes**”) are listed below for each Facility in the Facility Listing.

**4. Purchasing Strategy.** SmartPortfolio manages both commodity and basis, which are two main components of physical gas pricing. Each component will be managed in accordance with the following purchasing strategies:

- a. **Commodity.** SmartPortfolio leverages time to diversify physical gas commodity price risk and will fix a commodity price for volumes up to the amount of the Volatility Protection Percentage selected below based on the number of months remaining in the term and Customer’s Monthly Volumes (“**SmartPortfolio Commodity Price Risk Management Purchasing Strategy**”). For example, if at the beginning of the Initial Term there are twenty (20) months remaining before a specific delivery month, approximately 1/20 (5.0%) of Customer’s Monthly Volumes in Volatility Protection for that delivery month will be fixed each month prior to the delivery month.

Customer’s SmartPortfolio “**Volatility Protection Percentage**” is indicated below. The Volatility Protection Percentage is the percentage of commodity volumes purchased pursuant to the SmartPortfolio Commodity Price Risk Management Purchasing Strategy. The higher the percentage, the greater the volatility protection. For example, if Customer chooses 75% Volatility Protection, 75% of the Monthly Volumes will have the price fixed in advance of the month of flow pursuant to the SmartPortfolio Commodity Price Risk Management Purchasing Strategy and the remaining 25% will be priced at then-current market prices during the month of delivery.

0%	25%	50%	75%	Custom %
			X	

- b. **Basis.** SmartPortfolio leverages time diversification principles for physical basis requirements by purchasing for forward flow periods using a modified dollar cost averaging methodology whereby SmartPortfolio purchases forward basis during summer months (April through October) but purchases forward basis for all forward flow months (January through December) for a two (2) year forward window. SmartPortfolio does not purchase forward physical gas basis during winter (November through March). SmartPortfolio further diversifies physical gas basis requirements by locking approximately 50% of Customer’s Monthly Volumes and floating 50% to be priced at then-current market price (“**SmartPortfolio Basis Price Risk Management Purchasing Strategy**”); provided, however, CNEG may modify this methodology as needed due to market liquidity constraints. If applicable, Customer will select a reliability level for its purchases from CNEG and CNEG will aggregate Customer’s volumes with other customers CNEG is physically serving (“**Reliability Pool**”).

**5. Term of Obligation.** The initial term of this Rider will commence on September 1, 2019 (“**Term Start Date**”) and shall be for a period of twenty-four (24) months (“**Initial Term**”). Customer acknowledges that any termination of the Master Natural Gas Agreement shall not be effective while this Rider is in effect, unless due to an Event of Default. Following the Initial Term, this Rider will automatically renew for additional twelve (12) month periods (each a “**Renewal Term**”) with the same program elections (e.g., Volumetric Participation and Volatility Protection) unless either party provides the other with written notice of its intent to terminate twelve (12) months prior to the end of the Initial Term or any Renewal Term. For each Renewal Term, CNEG may change the Monthly Volumes based on Customer’s actual usage.

**6. Guarantee Period and Rider Modification.** Customer may request modification of the Volatility Protection or Initial Term and/or withdrawal from SmartPortfolio within thirty (30) days following Customer’s signature date below (the “**Guarantee Period**”) without an early termination payment. However, any actual amendments to this Rider will be made in accordance with the Master Natural Gas Agreement and will require mutual agreement and signature of both Parties. CNEG will process the written request and will notify Customer of its acceptance or rejection of Customer’s request within seven (7) calendar days from CNEG’s receipt of the request. Any Rider modification requests after the Guarantee Period including, but not limited to, changes to Volatility Protection, or Initial Term and/or withdrawal from SmartPortfolio may result in an early termination payment with regard to any volumes for which prices have been fixed through the SmartPortfolio Program. Customer acknowledges that, even if Customer terminates during the Guarantee Period when no early termination payment will apply, Customer will remain responsible for payment for any natural gas delivered to Customer prior to termination.

**7. Level of Service and Delivery Point.** All gas delivered pursuant to this Rider shall be Firm and shall be delivered to the applicable Facility's Utility citygate. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

**8. Acknowledgment of SmartPortfolio Purchasing Strategy.** Customer acknowledges and agrees to the SmartPortfolio purchasing strategies and processes set forth in this Rider. No guarantees are made or implied that a specific price will be achieved. The Purchasing Strategy is subject to modification by CNEG at any time, for any reason ("**New Purchasing Strategy**"). Should CNEG issue a New Purchasing Strategy, CNEG shall send Customer written notice and details of the New Purchasing Strategy and Customer will have the option of declining to participate in the New Purchasing Strategy, but may only exercise such option by providing timely written notice of its non-participation to CNEG. If Customer's notice of non-participation in the New Purchasing Strategy is not received by CNEG within twenty (20) calendar days of the date of the New Purchasing Strategy notice, then Customer shall be deemed to have accepted such New Purchasing Strategy and will be subject to the methodologies contained therein.

**9. Transporter Restrictions.** Both parties agree that operational flow orders or other usage or operating instructions (each an "**OFO**") from a pipeline or utility may require one or both parties to buy or sell gas quantities in the then-current market conditions, which may be appreciably higher or lower than what the SmartPortfolio price would have been absent the OFO. During OFOs, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

***This SmartPortfolio Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG.*** This Rider may be executed by in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**(SIGNATURES FOLLOW FACILITY LISTING)**

FACILITY LISTING

Annual Volume - 6,274 Dth

Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
706 East Main Street, Greenfield, IN							VEDIN-NORTH	02-600586698-5427674 3	N1129862	RG-42473651		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
54	43	30	33	14	1	0	0	0	0	17	39	231
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
10 South State Street, Greenfield, IN							VEDIN-NORTH	02-600375876-5039610 0	N1314479	RG-42473419		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
153	131	69	89	30	3	3	3	5	5	38	98	627
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
809 South State Street, Greenfield, IN							VEDIN-NORTH	02-600375876-5039559 3	N10306799	RG-42473420		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
60	46	36	38	10	2	0	0	0	0	20	55	267
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
230 West North Street, Greenfield, IN							VEDIN-NORTH	02-600439209-5427753 2	N1255903	RG-42473413		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
17	14	10	10	5	1	1	1	3	10	0	0	72
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
590 Waterview Blvd. Unit Gen, Greenfield, IN							VEDIN-NORTH	02-600383061-5948163 2	N1358911	RG-42482444		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
0	0	0	0	0	0	0	0	0	0	0	0	0
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
451 Meek Street, Greenfield, IN							VEDIN-NORTH	02-600416966-5275549 6	N0936563	RG-42473654		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
108	121	65	58	17	3	3	3	3	3	11	70	465
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
244 West Main Street, Greenfield, IN							VEDIN-NORTH	02-600092375-520836 0	N0872646	RG-42473436		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
28	24	14	16	6	0	0	0	0	0	9	19	116
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
545 N Baldwin Street, Greenfield, IN							VEDIN-NORTH	02-600139822-5769842 3	N1262925	RG-42473430		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
15	10	10	10	4	0	0	0	0	0	1	55	105
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
900 Tague Street, Greenfield, IN							VEDIN-NORTH	02-600670865-5095086 2	N1084013	RG-42469939		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total
81	78	44	53	13	0	0	0	0	0	15	53	337
Facility Location(s)							Utility	Utility Account Number	Meter Number	CNEG Customer ID		
300 N Apple Street, Greenfield, IN							VEDIN-NORTH	02-600385287-5261056 9	N0966580	RG-42473415		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Facility Total



0	0	0	0	2	8	10	6	1	0	0	0	27
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
333 South Franklin Street, Greenfield, IN							VEDIN-NORTH	02-600302952-5484395 6		N1216691	RG-42473650	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
223	200	120	133	38	5	5	5	5	5	40	125	904
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
116 South State Street, Greenfield, IN							VEDIN-NORTH	02-600569300-5150587 1		N0972931	RG-42473400	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
9	6	3	2	1	0	0	0	0	0	2	5	28
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
210 West New Road, Greenfield, IN							VEDIN-NORTH	02-600161461-5094820 0		N1314053	RG-42473422	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
170	125	73	98	35	5	5	5	5	5	40	140	706
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
210 N Apple Street, Greenfield, IN							VEDIN-NORTH	02-600105293-5538540 1		N0457221	RG-42473432	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
44	40	28	27	8	1	0	0	0	0	8	32	188
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
280 Apple Street, Greenfield, IN							VEDIN-NORTH	02-600139822-5112742 7		N1027468	RG-42473431	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
88	69	45	50	19	9	5	4	5	5	23	46	368
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
809 South State Street, Greenfield, IN							VEDIN-NORTH	02-600383061-5150530 1		N0779272	RG-42473416	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
17 West South Street, Greenfield, IN							VEDIN-NORTH	02600359722-5095115 8		N1059806	RG-42473421	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
191	155	90	100	20	10	10	10	10	10	46	123	775
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
809 South State Street, Greenfield, IN							VEDIN-NORTH	02-600524025-5427898 4		N1084138	RG-42473655	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
5	4	3	2	0	0	0	0	0	0	2	4	20
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
250 West Main Street, Greenwood, IN							VEDIN-NORTH	02-600512061-5483224 1		N105313	RG-42473414	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
38	32	19	21	7	0	0	0	0	0	11	26	154
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	
900 Tague Street, Greenfield, IN							VEDIN-NORTH	02-600375876-5427916 8		N0761233	RG-42473417	
Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	<b>Facility Total</b>
138	111	60	72	15	3	3	3	3	3	24	73	508
<b>Facility Location(s)</b>							<b>Utility</b>	<b>Utility Account Number</b>		<b>Meter Number</b>	<b>CNEG Customer ID</b>	

809 South State Street, Greenfield, IN							VEDIN-NORTH	02-600524025- 5261442 8	N1314856	RG-42473659		
Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	<b>Facility Total</b>
86	72	53	56	14	0	0	0	0	0	35	60	376

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.**

**CNEG**

Sign and Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CUSTOMER**

Sign and Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_