

**AGENT AGGREGATION SERVICE AGREEMENT-LGS/LVS**

THIS AGREEMENT, made this 14<sup>th</sup> day of November, 2016, between MISSOURI GAS ENERGY, A DIVISION OF SOUTHERN UNION COMPANY, a Delaware Corporation, hereinafter referred to as "Company", and Constellation New Energy Gas Division LLC, hereinafter referred to as "Agent", agree to the following terms and conditions under which the Agent will engage in the pooling of gas supplies on the Company's natural gas distribution system for the Agent's authorizing gas transportation customers, hereinafter referred to as "Pool(s)", for the purpose of administering gas service for said customers.

1. The Agent may form one or more Pools under this Agreement subject to the terms and conditions set forth herein.
2. Company will transport and deliver gas supplies to the Agent's customers pursuant to its applicable gas rate schedules and in the Company's "General Terms and Conditions for Gas Service," all as now on file with the regulatory authority having jurisdiction herein, and as amended, reissued and made effective from time to time as provided by law.
3. Daily volumes of gas delivered to a transportation service customer should, to the extent practicable, match Company's receipts for the customer less any amount retained by Company.
4. The Agent will act on its customers' behalf for the purposes of fulfilling the customers' contractual obligations under this Agent Aggregation Service Agreement. Except as provided herein, all charges contained in the Agent Aggregation Service Agreement shall remain in full force and effect and remain payable to Company by the Agent's customers in the event the Agent fails to pay same hereunder.
5. An Agent's Pools shall consist of customers whose transportation deliveries are on the same pipeline (i.e. Southern Star Central Gas Pipeline Company, Kansas Pipeline Operating Company, or Panhandle Eastern Pipeline Company.)
6. Company must have a signed Aggregation Agent Affidavit from each customer before said customer can belong to an Agent's Pool.
7. An Agent shall submit its designated pools and its associated members by completing Company's "Aggregation Enrollment" form.
8. Company must receive changes to pools, in writing, no later than four (4) business days prior to the end of the month to become effective for the first day of the following month. In the event an Operational Flow Order or Period Of Curtailment overlaps the end of one month and the beginning of another, no changes to pools will be allowed until the first day of the month following.

9. Pursuant to the terms of the Agent Aggregation Service Agreement, the Agent shall submit daily gas transportation nominations at the customer level to the interstate pipeline for each Pool member in accordance with the deadlines set forth by said pipeline. The Agent will revise these nominations if they change at any time during the month. The Agent will endeavor to nominate and deliver gas in a manner that satisfies its customers' actual daily fluctuations in gas demand throughout the month.
10. All terms and conditions in Company's Transportation Provisions (TRPR) tariff shall also apply to the Agent where applicable with equal force and effect, including all provisions relating to an Operational Flow Order ("OFO") and Period of Curtailment ("POC"). If the Agent fails to comply with an OFO or POC, Company may terminate this Agreement or prohibit the Agent from adding additional customers to its Pools for the remaining term of this Agreement.
11. The Agent shall balance its customers' gas deliveries with its retainage-adjusted receipts on a monthly basis for each of its Pools. Customers' retainage-adjusted receipts (nomination) for customers in a Pool shall constitute one (1) cumulative receipt, and all gas deliveries (usage) by customers in a Pool shall constitute one (1) cumulative delivery, for the purposes of complying with Company's balancing provisions and shall be cashed-out according to the terms set forth in Section 9 Requirements for Transportation Service of its Transportation Provisions (TRPR) tariff.
12. Company shall bill Agent monthly for all charges relating to imbalances assessed to its Pools. All payments shall be made by the date indicated on the Agent's bill. Company will assess a monthly delayed payment charge in accordance with its general terms and conditions if payment is not received by the stated due date. If Agent in good faith disputes any part of the invoice, it shall pay the invoice in full and the parties shall work in good faith to promptly and amicably resolve the dispute. Nothing hereunder shall obligate Company to submit its customers' invoices for the basic transportation services rendered to the Agent.
13. The Agent shall provide Company with sufficient evidence of its ability to perform its duties to its customers and to Company under this Agreement. If Company deems it necessary, the Agent shall provide a performance bond, corporate guarantee, letter of credit, or other device to ensure financial performance hereunder.
14. The Agent shall immediately notify Company of any known or anticipated variation in the amount of gas to be delivered hereunder, as well as any known or anticipated supplier shortfalls or constraints. All notices and correspondences to Company shall be addressed as follows:

Missouri Gas Energy  
Attn: Transportation Services Dept.  
3420 Broadway  
Kansas City, MO 64111  
Telephone: 816-360-5871  
Fax: 816-360-5520

15. All notices and correspondences to the Agent shall be addressed as follows:

Constellation New Energy Gas Div. LLC (Type Name)  
12120 Port Grace Boulevard (Type Address)  
Suite 200  
La Vista, Ne. 68128  
402-829-3970 (Type Telephone)  
402-829-3903 (Type Fax)

16. This Agreement is entered into solely as a means to administrate certain aspects of gas service to transportation customers and does not represent a partnership, joint venture, or legal association between Company and the Agent. Any representation to the contrary may lead to the termination of this Agreement upon written notice to the Agent and its customers.
17. This Agreement shall commence on the first day of the first month after the signing of this Agreement, and will continue month to month thereafter, unless terminated by either party upon thirty (30) days written notice.
18. This Agreement, and the rates and service hereunder, shall be subject to regulation by the regulatory authority having jurisdiction; to all applicable present and future state and federal laws; and to all rules, regulations, and orders of any other regulatory authority having jurisdiction of the subject matter or either of the parties hereto.
19. Company shall use reasonable diligence to provide a regular supply of natural gas subject to the priority of service provisions and other terms of Company's filed tariffs, but does not guarantee such supply. Company does not assume responsibility for interruption of service, whether caused by inadequacy of supply, equipment, facilities or because of uncontrollable forces, except when such interruption is the result of reckless, willful or wanton acts of Company, its agents or employees.
20. The provisions of this Agreement shall not be changed except in writing duly signed by Company and Agent; however, the Agreement is subject to valid orders of legally constituted regulatory bodies having jurisdiction of the Company's rates.

- 21. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults, whether of a like or of a different character.
- 22. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- 23. This Agreement sets forth the only agreements between the Company and Customer and all prior agreements, Agreements or other mutual understandings whether oral or in writing shall be considered canceled as of the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first above written.

<u>Constellation New Energy</u> <u>Gas Division LLC</u>	<u>MISSOURI GAS ENERGY, A DIVISION OF</u> <u>SOUTHERN UNION COMPANY</u>
By <u>[Signature]</u>	By <u>[Signature]</u>
Print Name: <u>Daniel Marks</u>	Print Name: <u>Robert J. Heck</u>
Title: <u>VP, Operations</u>	Title: Chief Operating Officer

[Signature]