

RATIFICATION OF

*THE AGREEMENT TO TERMINATE THE FULL REQUIREMENTS NATURAL GAS SALES & SERVICE AGREEMENTS WITH A MUTUAL RELEASE OF CLAIMS*

AND

*NATURAL GAS SALES & SERVICE AGREEMENT*

WITNESSES

WHEREAS, The Metropolitan Educational Council (“MEC”), an association of state funded, not for profit school districts, public libraries and independent elementary and secondary schools has conducted a negotiation to terminate the existing Full Requirements Natural Gas Sales & Service Agreement with EnergyUSA – TPC Corp. relating to natural gas supply for schools, school districts and public libraries located in the Columbia Gas of Ohio Service Area; and

WHEREAS, MEC has arranged for a natural gas supply program with Constellation New Energy – Gas Division, LLC (“CNEG”) for schools, school districts and public libraries located in the Columbia Gas of Ohio service area; and

WHEREAS, \_\_\_\_\_ (“School Participant”) is a member in good standing of the MEC; and

WHEREAS, School Participant has reviewed *The Agreement to Terminate the Full Requirements Natural Gas Sales & Service Agreements with a Mutual Release of Claims* (the “Termination Agreement”) and the *Natural Gas Sales & Service Agreement* (“Agreement”), both of which are attached hereto and incorporated as part of this ratification;

NOW THEREFORE, in consideration of the premises and the mutual covenants and other good and valuable consideration, School Participant agrees as follows:

1. School Participant hereby represents and warrants that it is a member in good standing of MEC.
2. School Participant hereby acknowledges receipt of a copy of the Agreement and Termination Agreement, and ratifies, accepts and agrees to comply with and be bound by the Agreement and the Termination Agreement as if its signature appeared on both said Agreement and Termination Agreement.
3. School Participant hereby appoints and authorizes MEC as its agent to act on School Participant’s behalf in all matters regarding natural gas supply and related products and services. MEC has full and complete authority to (i) engage in communication with CNEG in regard to the obligations within the Agreement and any natural gas transactions, (ii) have access to all information, notices, billing data and any other information relating to natural gas supply from CNEG, and (iii) act on School Participant’s behalf to discuss, negotiate, execute and deliver binding natural gas agreements and transaction confirmations involving the purchase of natural gas and related products. School Participant acknowledges that School Participant shall remain responsible for all obligations incurred on its behalf by MEC and School Participant will be bound by any gas supply related agreements entered into by MEC on School

Participant's behalf as if executed by School Participant directly.

4. School Participant hereby authorizes and agrees to the formation of a School Implementation Committee as called for in the Termination Agreement and further authorizes the School Implementation Committee to act on behalf of the School Participant with respect to the implementation of the Termination Agreement and authorizes MEC to appoint, at its sole discretion, a representative to the School Implementation Committee.

5. School Participant acknowledges and agrees that its ratification of the Agreement and Termination Agreement shall not make or be construed to make the School Participant liable for the unpaid balance of any other past or present member of the MEC natural gas program.

6. This ratification shall obligate the School Participant to pay for any natural gas supply or service obligations incurred on its behalf pursuant to the terms and conditions of the Agreement and this ratification, and shall obligate the School Participant to pay for any amounts due and owing by the School Participant to EnergyUSA – TPC Corp. in accordance with the terms and conditions of the Termination Agreement.

7. The signatory parties to this ratification acknowledge and agree that the Agreement and the Termination Agreement as attached hereto cannot be changed or otherwise modified without the express written approval of MEC and ratification by the School Participant.

IN WITNESS WHEREOF, the individual executing this ratification on behalf of the School Participant has all necessary authority and has been duly authorized to execute this ratification and bind the School Participant. The other signatories on behalf of the other parties have all necessary authority and have been duly authorized to execute this ratification and bind the respective party. Parties hereto have executed this ratification to be effective as of the execution date of this ratification by the School Participant.

\_\_\_\_\_ (School Participant)

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Metropolitan Educational Council

By: \_\_\_\_\_

Name: \_\_\_\_\_

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