

Fill in this information to identify the case:

Debtor name: JQH - East Peoria Development, LLC
United States Bankruptcy Court for the District of Kansas at Kansas City
Case number (if known): 16-21164

See Appendix A to bar date notice for list of debtors and case numbers.

RECEIVED
DEC 27 2016
BMC GROUP

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.
THIS SPACE IS FOR COURT USE ONLY

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, except for administrative expenses under 11 U.S.C. § 503(b)(9).

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

The original of this completed form (faxes not accepted), together with accompanying documentation, must be either (a) delivered to the Claims and Noticing Agent at the address set forth on the Bar Date Notice, or (b) filed using the online Document Filing System (CM/ECF) of the United States Bankruptcy Court for the District of Kansas, in either event so as to be received no later than 5:00 p.m. CST on the December 23, 2016.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Constellation NewEnergy - Gas Division, LLC</u> Name of the current creditor (the person or entity to paid for this claim) Other name the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Susanne Lalonde</u> Name <u>1310 Point Street, 12th Floor</u> Number Street <u>Baltimore, MD 21231</u> City State ZIP Code Contact phone <u>(410) 470-1902</u> Contact email <u>susanne.lalonde@constellation.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give information about the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 3 6 6

7. How much is the claim? \$ 820.88. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
See attached documents.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.

Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No
 Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. §507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No
 Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ 631.45

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/16/2016
MM / DD / YYYY

Susanne Lalonde
Signature

Print the name of the person who is completing and signing this claim:

Name Susanne Lalonde
First name Middle name Last name

Title Authorized Representative

Company Constellation NewEnergy - Gas Division, LLC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1310 Point Street, 12th Floor
Number Street

Baltimore, MD 21231
City State ZIP Code

Contact phone (410) 470-1902 Email susanne.lalonde@constellation.com

JQH - East Peoria Development, LLC, Case No. 16-21164

Account #	Type	Start Date	End Date	Amount Owed
RG-116366	Usage	6/1/2016	6/6/2016	\$189.43
RG-116366	503(b)(9) Priority Claim	6/7/2016	6/26/2016	\$631.45
Total Claim:				\$820.88

Invoice Delivery Options:

For your convenience, we have several invoice delivery options available:

- Mailed via the US Postal Service
- Automated email of invoice to single or multiple email recipients — no hard copy mailed
- Both hard copy mail delivery and automated email delivery
- Self-service....automatic notification of invoice availability with access to your invoice online via **EnerPro**

Payment Options:

The following payment options are available in addition to the check by mail and Wire/ACH methods shown on your invoice payment stub:

- 24/7 Check by Phone... call 1-800-470-9331—have your account number ready and follow the automated prompts
- Automatic withdrawal—we will automatically draft your account on your due date each month (enrollment required)
- One-time payment by credit card— MasterCard, VISA and American Express
- One-time payment with your MasterCard or VISA debit card
- One-time payment via online check (ACH)
- Online banking through your financial institution*

***Check with your financial institution regarding applicable online banking fees**

24/7 EnerPro Access:

We are pleased to offer customer access to **EnerPro**, an online service which allows you to view/print your current and historical invoices and usage history. Also available are market intelligence reports, NYMEX reports and a guide to understanding your invoice.

EnerPro is available 24 hours a day, 7 days a week!

**For more information on any of the above services please contact us at
cnegcustomercare@constellation.com
Or call 800-470-9331**

PLEASE RETURN THIS PORTION WITH PAYMENT AND MAKE ALL CHECKS PAYABLE TO Constellation NewEnergy-Gas Division, LLC



An Exelon Company

PO Box 4911
Houston, TX 77210-4911


Checks payable to:

Constellation NewEnergy-Gas Division, LLC
Bank of America Lockbox Services
15246 Collections Center Drive
Chicago, IL 60693-0152

Wire and ACH information:

Constellation NewEnergy-Gas
Division, LLC
Bank Name: Bank of America
ACH Account #: 4426555287
ACH ABA #: 111000012
Wire Account #: 4426555287
Wire ABA #: 026009593

REMITTANCE ADDRESS:


Bank of America Lockbox Services
Constellation NewEnergy-Gas Division, LLC
15246 Collections Center Drive
Chicago, IL 60693-0152

Pay by Phone: 800-470-9331

Master Natural Gas Agreement

Constellation NewEnergy - Gas Division, LLC ("CNEG") and JQH - East Peoria Development, LLC ("Customer") enter into this Master Natural Gas Agreement (the "Master Natural Gas Agreement"), effective October 21, 2011, (the "Effective Date"). CNEG and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties." This Master Natural Gas Agreement is intended to govern the purchase and sale of natural gas and related services, if applicable ("Gas") between the Parties, each a "Transaction," which may be memorialized in a transaction confirmation ("Transaction Confirmation") that is subject to this Master Natural Gas Agreement. If a conflict arises between the terms of the Master Natural Gas Agreement and a Transaction Confirmation or Rider, the Transaction Confirmation or Rider, as applicable, will be controlling. The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties ("Rider"). All Transaction Confirmations and Riders, together with this Master Natural Gas Agreement and any special provisions that may be attached ("Special Provisions"), form a single integrated agreement and are sometimes herein collectively referred to as the "Agreement". The Parties agree as follows:

1. **NATURAL GAS SUPPLY AND SERVICES.** CNEG shall supply and Customer shall purchase the Contract Quantity for Customer's Facilities listed on the attached Notice and Facility Listing or as specified in a Transaction Confirmation subject to the terms and conditions of the Agreement. Hedging, risk management and other services may be provided to Customer as specified in the Agreement. Consistent with applicable Law, CNEG, in its sole discretion, is authorized to select on behalf of Customer such sources of Gas at such prices as CNEG deems appropriate. CNEG shall deliver the Contract Quantity to the Delivery Point(s), where risk of loss and title shall transfer to Customer. All Gas delivered by CNEG shall meet the pressure, quality, and heat content requirements of the Receiving Transporter. CNEG's delivery obligation and Customer's receipt obligation under this Agreement shall be set forth on a Transaction Confirmation as Primary Firm, Secondary Firm, or Interruptible.

2. **STANDARD PRICING STRUCTURES.** Unless otherwise set forth in a Transaction Confirmation or a Rider, the following terms and conditions will apply to each Transaction.

(a) **Hedging:** Unless otherwise agreed, Customer can request to Trigger the NYMEX price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX settlement for each applicable Delivery Month. NYMEX Triggers may be transacted with CNEG as a (i) Market Order, (ii) Limit Order, (iii) Market Stop Order or (iv) Stop Limit Order. Customer acknowledges that a Limit Order does not provide assurance of execution as the market pricing may not allow for the order to occur. All such Trigger orders are assumed to be Good-Till-Cancel. NYMEX purchase/sale prices exclude pipeline and Utility distribution charges. The Customer also has the right to Trigger basis at a fixed price and at predetermined volumes. Basis Triggers are to be transacted as Market Orders unless specifically communicated otherwise to CNEG. Basis includes costs related to interstate or intrastate pipeline transportation but does not include the cost of the commodity or the local distribution charges assessed by the Customer's Utility.

(b) **Non-hedged Gas:** For all beginning of the month nominated volumes, or portions thereof, where the price is NOT fixed for a specified Delivery Period, Customer agrees to pay the Market Price.

(c) **Incremental Gas:** For all additional Gas quantities required by the Customer in excess of the nominated or fixed quantities set forth in a Transaction Confirmation, Customer shall pay the Market Price.

(d) **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.

3. **TRANSACTION CONFIRMATION PROCEDURE.** The Parties may enter into Transactions at any time by written transmission, electronic transmission, facsimile or other written record, or verbally, in person or by telephone (which each Party acknowledges may be on a recorded telephone line) with the offer by one Party and acceptance by the other Party constituting the legally binding agreement of the Parties. Nothing in this Agreement shall obligate either Party to enter into a Transaction at any time and the mere request of Customer to purchase Gas or related service from CNEG hereunder shall not constitute acceptance until CNEG has clearly accepted such offer. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Master Natural Gas Agreement, by the Parties' signatures below and their express agreement to these procedures. The Parties agree that CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written Transaction Confirmation, in the form attached hereto as Exhibit A or otherwise, by facsimile, electronic transmission or other means. Notwithstanding any provision to the contrary in this Agreement, failure to send a Transaction Confirmation shall not invalidate a Transaction agreed to by the Parties. All agreed upon Transactions shall be subject to the terms and conditions of this Master Natural Gas Agreement, and each Transaction Confirmation is incorporated herein. If CNEG sends a Transaction Confirmation and Customer fails to object in writing to any term in the Transaction Confirmation within two (2) business days, the Transaction Confirmation shall constitute the definitive written expression of the Transaction.

4. **INFORMATION AND AUTHORIZATION.** Customer shall designate CNEG to the Utility and any other applicable Transporter(s) as an authorized recipient of Customer's current and historical Gas billing and usage data. Customer authorizes CNEG to take such actions it deems necessary to enroll the Account(s) with the Utility as Accounts to be served by CNEG and otherwise meet CNEG's obligations under this Agreement, including executing on Customer's behalf any documents necessary to effectuate any Account enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other Transporter(s), disposing of storage balances, adding or deleting Accounts as necessary, and receiving Usage Nominations from the Utility relating to Customer's Gas requirements. Customer shall take any actions and execute any documents as CNEG shall reasonably request in this regard. Customer shall also provide to CNEG, at minimum, the following information: Customer's Utility account number and meter number(s), meter read data, rate class, gas usage, Customer's formal legal name, address(es), telephone number, facsimile number, facility descriptions, operation information, and other information as CNEG may reasonably require from time to time consistent with applicable Law. Furthermore, Customer shall promptly notify CNEG of any changes in any of the foregoing information, including without limitation (i) any change to the name associated with the Account(s); (ii) any expected material change in the volume or pattern of use, including the closing of an Account for any reason; (iii) the replacement of an Account number with a new number; and (iv) an assignment by the Utility of a new Account number to any existing service addresses of Customer covered by a Transaction Confirmation.

5. **INVOICING AND PAYMENT.** For Gas supplied under this Agreement Customer shall pay the Contract Price. In addition to or as a part of the Contract Price, and unless otherwise indicated in a Rider or Transaction Confirmation, Customer will pay and be responsible for 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 hereunder or the Gas at and after the Delivery Point(s), and (ii) transportation charges at and after the Delivery Point and related Taxes. Invoices issued by CNEG will be sent to Customer in accordance with CNEG's normal billing cycle. CNEG reserves the right to adjust its billing cycle from time to time. In the absence of actual usage data or where deliveries are made to Utility on behalf of Customer into Customer's storage account, CNEG shall have the right to invoice Customer based on estimated meter data or other estimated information. Customer's invoice will be adjusted the next billing cycle after which CNEG receives the actual consumption amount and other necessary information from the Utility to reconcile any difference between estimated consumption and actual consumption or other matters. Each invoice sent to Customer shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments. Invoices provided by CNEG, whether during the term of this Agreement or thereafter, shall be due and payable without offset or reduction of any kind not later than the payment date specified for the applicable Facility on the attached Notice and Facility Listing or, if no such payment date is

specified, the tenth (10th) day following the date of the invoice, if such date is a business day (and if not, the next following business day) (the applicable date shall be the "Payment Date"). Customer shall make payments to the address/account for payment provided in the applicable invoice. If CNEG does not receive payment on or before the Payment Date, interest will accrue daily on outstanding amounts from the due date until paid in full at the Interest Rate.

6. **TERM.** This Agreement will commence on the Effective Date and, unless terminated earlier as otherwise provided in this Agreement, will continue for a period of twenty-four (24) months ("Initial Term"). After the Initial Term, this Agreement will automatically renew for subsequent twelve (12) month periods (each a "Renewal Term") unless either Party provides the other Party with not less than sixty (60) days written notice of its intention to terminate before the end of the Initial Term or then-current Renewal Term. If at the time of such termination notice any Transaction Confirmation or Rider is in effect, such termination will not become effective as to any such Transaction Confirmation or Rider until its expiration, which shall continue to be governed by this Agreement.

7. **ACCEPTANCE.** *This Agreement shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG.*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

JOHN Q. HAMMONS HOTELS MANAGEMENT, LLC, AS MANAGER AND
AUTHORIZED AGENT FOR JQH - EAST PEORIA DEVELOPMENT, LLC

By:  _____

By:  _____

Name: Daniel Marks
Vice President Gas Operations

Name: Joe Morrissey

Title: _____

Title: Senior VP of Operations

END OF MASTER NATURAL GAS AGREEMENT

PREPARED: C.Schoen 10/20/11

REVIEWED: M.Weir 10/20/11

APPROVED: Non-Standard: CS 10/21/11 APRV per CLEAR codes

Prepared: 10-21-11 CS
Non-Standard: SP T2 28 APRV CS

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Master Natural Gas Agreement
CNEG11847

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Version 8.2011

General Terms and Conditions for Master Natural Gas Agreement

THESE GENERAL TERMS AND CONDITIONS SHALL GOVERN THE GAS AND RELATED SERVICES PROVIDED UNDER THIS AGREEMENT. CERTAIN PRODUCTS AND SERVICES SHALL INCLUDE ADDITIONAL TERMS AND CONDITIONS AS SET FORTH IN RIDERS AND TRANSACTION CONFIRMATIONS. TO THE EXTENT THERE IS A CONFLICT BETWEEN THESE GENERAL TERMS AND CONDITIONS AND A RIDER, THE TERMS OF THE RIDER WILL PREVAIL. TO THE EXTENT THERE IS A CONFLICT BETWEEN THESE GENERAL TERMS AND CONDITIONS AND A TRANSACTION CONFIRMATION, THE TERMS OF THE TRANSACTION CONFIRMATION WILL PREVAIL.

T1 DEFINITIONS. All capitalized terms have the meanings set forth below or as defined elsewhere in the Agreement.

"Accounts" means those account(s) (including those listed in any Transaction Confirmation(s)) which are to be supplied with Gas by CNEG under this Agreement.

"Affiliate" of a Party means any person or entity that is controlled by, that controls, or that is under common control with, such Party. The term "controls" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Party, whether through the ownership of voting securities, by contract, or otherwise. For purposes of this Agreement, Baltimore Gas & Electric Company shall not be considered an Affiliate of CNEG.

"Contract Price" means the price for Gas as set forth in the applicable Rider and/or Transaction Confirmation.

"Contract Quantity" means the quantity of Gas (in Btus, Dths, GJs or therms) to be delivered and received as agreed in the applicable Rider and/or Transaction Confirmation.

"Contract Value" means the Contract Price for the Terminated Volumes.

"Costs" mean brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by terminating, liquidating, or obtaining any arrangement pursuant to which a Party has hedged its obligations, and attorneys' fees, expenses and costs, if any, incurred in connection with a Party enforcing its rights under this Agreement.

"Delivery Month" means a month or portion thereof during the Delivery Period in which deliveries of Gas are to be made by CNEG.

"Delivery Period" means the period during which deliveries of Gas are to be made as set forth in a Transaction Confirmation 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 Transaction Confirmation. However, to the extent that Customer owned transportation capacity is used to deliver gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

"Facility" means a Customer facility to which CNEG is providing Gas under this Agreement.

"Good-Till-Cancel" means that the order will remain open until either filled, cancelled by the Customer or terminated because the Delivery Month is no longer available for execution.

"Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision or public entity or instrumentality of the United States or one or more states.

"Interest Rate" means the lower of (a) the then-effective U.S. prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent (2%) per annum; or (b) the highest rate of interest permitted by Law.

"Interruptible" means that the delivery of Gas by CNEG and receipt of Gas by Customer may be interrupted at any time and for any reason. The Parties' obligations under Interruptible service is limited to Customer's obligation to take and pay for Gas it nominates on a daily basis and CNEG's obligation to invoice Customer for such Gas taken at the price set forth in the Transaction Confirmation.

"Law" means any federal, state or municipal law, rule, regulation, ordinance, statute, judicial decision, administrative order, or any Transporter's operating tariff, guideline, procedure or protocol, or rule of the public utilities commission, public service commission or similar state commission or agency having jurisdiction over Utilities and the Gas distribution system in the state in which the Accounts are located, and the like.

"Limit Order" means an order to buy at or below a specified price, or to sell at or above a specified price.

"Market Order" means an order to transact at the prevailing market offer or bid, at the time of execution.

"Market Price" is a per MMBtu price comprised of (i) the spot commodity cost of Gas as determined by CNEG in its reasonable discretion, plus (ii) all related interstate and intrastate pipeline charges required to deliver Gas to the Delivery Point, plus (iii) a reasonable market based margin. Market Price does not include the cost of local distribution or other Utility imposed charges, including but not limited to Utility or pipeline balancing charges unless otherwise agreed upon.

"Market Stop Order" means an order that does not become active until the market trades at or past the requested stop level. If the stop level is reached and/or breached, the order converts to a Market Order and is filled at the prevailing market offer or bid at the time of execution.

"Market Value" means the amount, as of the Early Termination Date or the Force Majeure Early Termination Date, as applicable, a bona fide third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. In determining Market Value, a Party may consider, among other things, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or Affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines.

"MDQ" means the maximum daily quantity of Gas to be delivered as set forth in the Transaction Confirmation, if any.

"MMBtu" means one million Btu (British thermal units), which is equivalent to one dekatherm ("Dth").

"Notice Period" means five (5) calendar days or such other period as may be agreed to in a Rider or Transaction Confirmation.

"NYMEX" means the New York Mercantile Exchange, or its successor.

"Performance Assurance" means any security or other credit arrangements satisfactory to CNEG, which may include without limitation, a cash deposit or other cash collateral, a letter of credit at a financially sound bank or other financial institution, or prepaying CNEG for Gas supplied under this Agreement.

"Primary Firm" means deliveries and receipts of Gas under this Agreement may not be interrupted except for reasons of Force Majeure or curtailment on Customer's Utility. The Parties agree to make and accept deliveries of Gas on a non-interruptible basis up to Customer's MDQ. If CNEG interrupts Customer for reasons other than Force Majeure or a curtailment by Customer's Utility, Customer's exclusive remedy shall be that Customer may recover damages as provided in T2.3

"Receiving Transporter" means the Transporter receiving Gas at a Delivery Point.

"Secondary Firm" means deliveries and receipts of Gas under this Agreement will be on a best-effort basis up to Customer's MDQ. CNEG may interrupt its performance without liability to Customer to the extent that one or more of the following conditions are present: i) Force Majeure; ii) curtailment by Customer's 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 CNEG interrupts for any other reason, Customer's exclusive remedy shall be that Customer may recover damages as provided in T2.3.

"Stop Limit Order" means an order that does not become active until the specified stop price is reached. If the stop price is reached and/or breached, the order converts to a Limit Order.

"Taxes" mean all applicable federal, state, municipal and other taxes, duties, fees, levies, premiums or any other charges imposed by any governmental authority, whether direct or indirect, and whether in effect as of the Effective Date or enacted after such date, together with all interest, penalties or other additional amounts

imposed in respect thereof, including without limitation, those levied on or measured by, or referred to as sales, consumption, goods and services, use, value added, receipts taxes, Btu taxes, franchise taxes, privilege taxes, excise, stamp, withholding or surtaxes (but shall not include taxes imposed on the net income of CNEG). The term "Taxes" shall include any and all amounts imposed either on the Customer directly or on CNEG in its function as a supplier of Customer, and that are associated in any way with the supply of Gas to Customer (in which case the Customer shall be responsible to reimburse CNEG for all such amounts). All Taxes invoiced to the Customer under this Agreement will be displayed on the invoice as a separate line item or included in the Contract Price as required by Law.

"Terminated Volumes" means the amount of Gas (in MMBtu), as determined by the Non-Defaulting Party in an Event of Default or by CNEG in the event of an early termination due to Force Majeure under Section T2.10 below, that would have been delivered under each Transaction Confirmation and Rider covered by the termination during the remaining Delivery Period had it not been terminated early. In making this determination the Party may (but is not required to) consider: (i) anticipated consistency with, or deviations from past Gas usage patterns, (ii) variations in anticipated weather patterns, (iii) general economic conditions or conditions affecting the specific industry(ies) in which Customer operates, and/or (iv) any other factors the Party deems appropriate.

"Trigger" means the request by the Customer for CNEG to financially set/lock-in the value of the NYMEX and/or basis component of the Contract Price.

"Transporter(s)" means all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for CNEG or Customer upstream or downstream, respectively, of the Delivery Point(s) pursuant to a particular Transaction.

"Usage Nomination" means Customer's nomination of its forecasted Gas requirements, including without limitation (i) any such nomination by the Utility with respect to Customer, (ii) any such nomination permitted to be made by CNEG as provided in this Agreement or any Rider or Transaction Confirmation.

"Utility" means the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of Gas to the Account(s).

T2.1 TRANSPORTATION, NOMINATIONS AND IMBALANCES.

(a) **Transportation.** CNEG shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Customer shall have the sole responsibility for transporting the Gas from the Delivery Point(s). If after the date the Parties enter into a Transaction Confirmation, there is an increase in the rate or amount of any applicable transportation charges (including but not limited to charges under any applicable tariff) or fees, or new transportation charges (including but not limited to charges under any applicable tariff) or fees are imposed, Customer shall reimburse CNEG for all such additional amounts and/or CNEG may adjust the Contract Price pursuant to Section T2.6 to reflect such charges.

(b) **Nomination.** The Parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s), it being understood that Customer shall notify CNEG of changes in utilization by 9:00 a.m. in the place indicated as CNEG's address for notices on the day before the day on which the Gas is to be delivered. If Customer or the Utility fails to provide CNEG with a Usage Nomination for any Delivery Month in a timely manner, CNEG (i) may establish a nomination for such Delivery Month in a commercially reasonable manner based upon Customer's historical usage data available to CNEG, and (ii) shall have the right to use and rely upon such nomination unless and until notified otherwise by Customer or the Utility. Should either Party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the quantity of Gas confirmed by Transporter(s) for movement, transportation or management, such Party shall promptly notify the other Party. CNEG shall be entitled to rely on any Usage Nominations received from the Utility or established by CNEG in accordance with this paragraph in respect of the Account(s). Usage Nominations may be made verbally, in writing, by facsimile, or by other electronic transmission.

(c) **Imbalances.** The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balancing and/or nomination requirements ("Imbalance Charges"). If Customer or CNEG receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Customer's receipt or consumption of quantities of Gas greater than or less than the quantity of Gas confirmed by Transporter(s) for movement, transportation or management, then Customer shall pay for such Imbalance Charges or reimburse CNEG for such Imbalance Charges if paid by CNEG. If the Imbalance Charges were incurred as a result of CNEG's delivery of quantities of Gas greater than or less than the quantity of Gas confirmed by Transporter(s) for movement, transportation or management, then CNEG shall pay for such Imbalance Charges or reimburse Customer for such Imbalance Charges if paid by Customer.

T2.2 CREDITWORTHINESS. From time to time, Customer will provide CNEG with reasonable information, including financial statements, as requested by CNEG to complete a credit review. Initial and continued supply of Gas or related services under this Agreement is contingent upon CNEG's determination, in its sole discretion, that Customer is creditworthy at all times. If at any time and on an on-going basis during the term of this Agreement CNEG determines (i) Customer's credit does not meet CNEG's then-current credit standards, (ii) Customer has experienced any adverse change in its financial condition, (iii) Customer's financial obligations to CNEG or CNEG's exposure under this Agreement increases for any reason, or (iv) Customer has made two or more late payments, then CNEG will have the right to liquidate any storage gas or financial positions entered into in connection with this Agreement and hold the proceeds as security for Customer's obligations to CNEG and/or apply the same as provided in this Agreement, and/or require that Customer post Performance Assurance or to increase or supplement Performance Assurance previously put in place, in any such circumstance to ensure prompt payment by Customer of amounts owed or otherwise payable under this Agreement, including, without limitation, any amounts by which the Contract Value exceeds the Market Value, as determined by CNEG. Customer will provide the requested security or credit arrangements, including any increase thereof, within two (2) business days of CNEG's request. Customer hereby grants to CNEG a continuing first priority security interest in, lien on, and right to setoff against all security in the form of cash transferred by Customer to CNEG pursuant to this Section T2.2. Upon the return by CNEG to Customer of such security, the security interest and lien granted hereunder on that security shall be released automatically and, to the extent possible, without any further action by either party. If at any time during the term of the Agreement CNEG requires Customer to prepay for Gas, then (i) CNEG shall be under no obligation to deliver any Gas if Customer fails to pay any prepayment by its due date, and (ii) in the event the aggregate cost of any quantities of Gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CNEG the aggregate cost of such quantities within one (1) business day of CNEG's request for payment.

T2.3 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 Primary Firm or Secondary Firm Gas shall be the following:

(a) In the event of a failure to deliver Primary Firm or Secondary Firm Gas by CNEG for a reason other than Customer's breach, CNEG shall pay Customer the Replacement Cost. "Replacement Cost" means the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. Customer shall exercise commercially reasonable efforts to purchase replacement Gas at a reasonable total delivered cost. CNEG shall have the option, in its sole discretion, to resume deliveries of Gas to Customer as soon as reasonably practicable and in a manner that is reasonably intended to mitigate the Replacement Costs to Customer. In the event the calculation of the Replacement Cost results in a negative number, then the Replacement Cost shall be deemed to equal zero.

(b) In the event of a failure to receive Primary Firm or Secondary Firm Gas by Customer for a reason other than CNEG's breach, Customer shall reimburse CNEG for any Revenue Loss incurred by CNEG in connection with such breach. "Revenue Loss" means the amount that CNEG would have received for the sale of the Contract Quantity pursuant to this Agreement less the amount actually received by CNEG in the alternate sale, if any, of the Contract Quantity that Customer failed to purchase plus any incremental costs. In the event that CNEG does not enter into an alternate sale, Revenue Loss shall mean the amount that CNEG would have received for the sale of such Contract Quantity at the Contract Price less the amount CNEG would have received by reselling such Contract Quantity at spot market

prices at or near the Delivery Point(s), as determined by CNEG in a commercially reasonable manner. In the event the calculation of the Revenue Loss results in a negative number, then the Revenue Loss shall be deemed to equal zero.

T2.4 DEFAULT. An "Event of Default" means any one of the following: (a) a Party's or its guarantor's failure to make, when due, any payment required under this Agreement or any guaranty if not paid within the Notice Period; (b) any representation or warranty made by a Party in this Agreement or by a Party's guarantor in any guaranty is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of this Agreement, if not cured within five (5) business days after written notice from the other Party; (c) Customer or its guarantor fails to provide Performance Assurance as provided in this Agreement; (d) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate event of default hereunder or as a failure to deliver or receive Gas) where, in circumstances such failure is curable, it is not cured within twenty (20) business days after receipt of written notice thereof; or (e) a Party or its guarantor (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets; (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

T2.5 REMEDIES UPON DEFAULT.

(a) If an Event of Default occurs with respect to a Party or its guarantor (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, terminate this Agreement in whole or solely with respect to those Accounts adversely affected by such Event of Default, as a result of such default upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). Further, if Customer is the Defaulting Party, then CNEG, as applicable, may, in its sole discretion and without waiving any rights or remedies it may have, (i) withhold further Gas deliveries or related services until such Event of Default is cured, (ii) to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer, (iii) terminate any Riders (iv) terminate any Transaction Confirmations and liquidate the Terminated Volumes, and/or (v) liquidate any forward contracts or hedging positions relating to this Agreement or any Transaction(s) and apply the proceeds thereof against any amounts due to CNEG. If this Agreement is terminated, in whole or in part, pursuant to this Section, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below, and the owing Party shall pay, in addition to any amounts past due as of such date, such amount within three (3) business days following receipt of notice of such amount as provided herein. The Parties acknowledge and agree that any termination payment under this Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. Termination of this Agreement pursuant to this Section T2.5(a) shall, unless otherwise indicated in the termination notice, terminate all Riders and Transaction Confirmations entered into under this Agreement.

(b) As of the Early Termination Date, the Non-Defaulting party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each Party with respect to all Gas delivered and received, and (ii) the difference between Contract Value and Market Value for Terminated Volumes, such that the difference between Contract Value and Market Value shall be due to the Customer if the Market Value exceeds the Contract Value and to the Seller if the opposite is the case. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other. In calculating the termination payment hereunder, the Non-Defaulting Party may include its Costs.

(c) Each obligation of CNEG under this Agreement is subject to the condition precedent that no Event of Default and no event which, with the giving of notice or lapse of time or both, would constitute an Event of Default with respect to Customer, has occurred or is continuing.

T2.6 CHANGE IN LAW. If a new Law shall be enacted, or there shall occur any revisions in, implementation of, amendments to, or interpretations of any Law (including without limitation those that establish new, or otherwise modify existing, state-authorized retail Gas sales programs or Gas transportation charges, that impose new Taxes or change the rate of existing Taxes), in either circumstance imposing new or affecting approved or anticipated rates, tariffs, Taxes, charges, fees, assessments, or other costs relating to the transportation or licensing, marketing, sale or supply of Gas or gas related services at retail to Customer that could adversely affect the anticipated economic return to CNEG under this Agreement (any of the foregoing a "Change in Law"), CNEG shall have the right to adjust upward the amounts payable by Customer under this Agreement to take account of such adverse economic consequences without mark-up. Such additional amounts will be included in subsequent invoices to Customer. For the avoidance of doubt, where a Change in Law has occurred prior to the effective date of any Transaction, but CNEG cannot determine the economic impact of such Change in Law because sufficient information is not available (including lack of final implementing rules or regulations), CNEG shall have the right to adjust upward the amounts payable by Customer at such time during the term of this Agreement as CNEG is able to determine the economic effect of such Change in Law.

T2.7 MARKET DISRUPTION. If the Contract Price for the purchase or sale of Gas is based in whole or in part upon a specified index (a "Floating Price") and a Market Disruption Event occurs and is continuing for one or more day(s) on which the relevant price source published or was to publish the relevant price (each a "Trading Day"), then the Parties shall negotiate in good faith to agree on a Floating Price (or a method for determining a Floating Price). If the Parties have not so agreed on or before the fifth (5th) business day following the first Trading Day on which the Market Disruption Event occurred or existed, CNEG shall solicit quotes from reputable dealers in the applicable market for pricing on the Market Disruption Event day and shall average such prices and such average price shall be the Floating Price for such Trading Day. A "Market Disruption Event" shall mean any of the following: (a) the failure of the specified index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the Floating Price.

T2.8 REPRESENTATIONS AND WARRANTIES.

(a) **Mutual Representations and Warranties.** Each Party warrants and represents to the other (which representations will be deemed to be repeated by each Party on each date on which a Transaction is agreed to by the Parties) the following: (1) it is duly organized and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; and (5) it has knowledge and experience that enables it to evaluate the merits and risks associated with this Agreement.

(b) **Additional Representations, Warranties and Covenants of Customer.** Customer warrants, represents and covenants that (1) the data given and representations made concerning its Accounts are true and correct; (2) Customer is entering into this Agreement to purchase all or a portion of its Gas requirements only and not for speculative purposes; and that the Gas purchased under this Agreement will be consumed at the facilities to which the Accounts relate, and Customer will not resell such Gas to any third party (with the sole exception of Customer tenants or lessees in the ordinary course of Customer's business); (3)

Customer is the party of record of the Accounts, or if it is not the party of record, it has the authority to enter into and bind its principal to this Agreement; (4) Customer is current on the Account(s), has no disputes relating thereto and is financially solvent and able to pay for the Gas it expects to purchase hereunder; and (5) If Customer is a Governmental Entity, it shall not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement. Customer further covenants that if it is a Governmental Entity it shall obtain all necessary budgetary approvals, appropriations and funding for all of its obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder. If requested, Customer will provide CNEG written proof of such authority.

22.9 OPERATIONAL FLOW ORDERS. If either Party receives an operational flow order ("OFO") or any other usage or operating instructions or similar notice from a Transporter or Utility requiring action to be taken in connection with the flow and/or consumption of Gas covered by this Agreement, such Party will use commercially reasonable efforts to give notice to the other Party of such event in a timely manner. Each Party 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 Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. If CNEG is responsible for nominations and balancing on a Utility imposing an OFO or similar restriction, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

22.10 FORCE MAJEURE.

(a) "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner, and such event will not be deemed a breach or default under this Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of firm transportation service by the Transporter (including without limitation as the result of an OFO) or supply into CNEG's supply pools; declaration of emergency by the Utility; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility). Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under this Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) to the extent reasonably possible, the Claiming Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. During any curtailment of deliveries caused by Force Majeure, CNEG may prorate available supplies at the affected points, based on nominated quantities, among CNEG's customers receiving gas at those points. If the Force Majeure continues for a period of thirty (30) days (the "Extended Force Majeure Trigger Date") or more, the performing Party will have the right to terminate this Agreement with respect to those Accounts adversely affected by the Force Majeure by providing the Claiming Party fifteen (15) days prior written notice after the Extended Force Majeure Trigger Date (such specified termination date being the "Force Majeure Early Termination Date"). If this Agreement is terminated, in whole or in part, pursuant this Section, CNEG will in good faith calculate a termination payment as set forth below, and the owing Party shall pay such amount within five (5) business days following determination and notice of such amount.

(b) As of the Force Majeure Early Termination Date, CNEG shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each Party with respect to all Gas delivered and received, and (ii) the difference between Contract Value and Market Value for Terminated Volumes, such that the difference between Contract Value and Market Value shall be due to the Customer if the Market Value exceeds the Contract Value and to the Seller if the opposite is the case. CNEG shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

22.11 INDEMNIFICATION. Customer agrees to defend, indemnify and hold harmless CNEG and all its Affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors, members, managers and assigns (collectively including CNEG referred to as the "CNEG Parties") from and against all claims, losses, expenses (including attorneys' fees and court costs), damages, demands, judgments, causes of action or suits (collectively, "Claims") of any kind, including but not limited to, Claims for personal injury, death, or property damage arising from the Gas, which attach at and after the point at which Customer takes delivery, and any Claims arising from any services performed by CNEG or its Affiliates pursuant to or in connection with the Agreement. CNEG agrees to defend, indemnify and hold harmless Customer and all its Affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors, members, managers and assigns (collectively including Customer referred to as the "Customer Parties") from and against all Claims of any kind, including but not limited to, Claims for personal injury, death, or property damage arising from the Gas, which attach before the point at which Customer takes delivery.

22.12 LIMITATIONS.

(a) **Limitations of Liability.** Notwithstanding any other provision of this Agreement to the contrary, the entire liability of each Party for any and all Claims of any kind arising from or relating to this Agreement, including any causes of action in contract, tort, strict liability or otherwise, will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the claiming party to mitigate its damages. Furthermore, in no event will either Party be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits not reflected in the Contract Value.

(b) **Utility Services.** Customer acknowledges and agrees that the Utility is exclusively responsible for the Gas delivery system and all interruptions in the delivery of service and that CNEG exercises no independent control over the Utility's facilities necessary for the delivery of Gas. As such, Customer disclaims any and all right to damages from CNEG arising from any interruption in Gas service caused in whole or in part by interruption, termination or deterioration of service on the Utility's system. Furthermore, CNEG is not responsible for providing services related to the maintenance and operation of the Utility's natural gas distribution system, services regarding Customer's consumption of Gas, or other services which are provided by the Utility or third parties. CNEG will have no liability for any act or omission of the Utility, or any third party, and Customer understands and agrees that it shall be solely responsible for all amounts due to the Utility or third parties for these and other services.

(c) **Set-Off/Netting.** CNEG shall have the right to set-off and net against any amounts owed to it by Customer under this Agreement, including without limitation any early termination payment or Revenue Loss payment, any of the following amounts: (i) monies owed by CNEG to Customer under this Agreement or any other agreement between CNEG and Customer, (ii) any collateral or other Performance Assurance provided by Customer to CNEG, and (iii) any proceeds received upon liquidation of any storage Gas, forward contracts or hedging positions entered into in connection with this Agreement.

22.13 DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR USE.

22.14 WAIVER AND SEVERABILITY. Failure to provide notice of, or objection to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, 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 the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Section T2.4 or T2.5 of this Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.

T2.15 ASSIGNMENT. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (A) a bank, insurer, or other financial institution; or (B) any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized; provided (with respect to this clause (B) the succeeding entity agrees to be bound to this Agreement; or (C) any Affiliate of CNEG. Customer may assign all (but not less than all) its rights and obligations under this Agreement in their entirety or solely with respect to certain Accounts; *provided* (A) it gives CNEG sixty (60) days written notice of its intent to do so; (B) the assignee satisfies in full CNEG's credit requirements; (C) the assignee assumes in writing all of Customer's obligations under this Agreement; and (D) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date.

T2.16 CONFIDENTIALITY; MARKETING REFERENCE. (a) Customer agrees to keep all terms and provisions of this Agreement, including the pricing offered to Customer, confidential and not to disclose them to any third parties without the prior written consent of CNEG. CNEG will keep confidential all Customer identifying information and Account information that is not otherwise publicly available. Each Party shall have the right to disclose such information to its Affiliates and all of their respective employees, agents, advisors and on a need to know basis to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CNEG shall also have the right to disclose information respecting Customer, including this Agreement, to brokers, agents, consultants or other third parties that are representing Customer in the purchase of Gas or any hedging or related activity. Furthermore, CNEG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of a Party's confidential information is sought through process of a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford the other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. The Party receiving such disclosure request will cooperate with the other Party in its attempts to obtain such protections. (b) Customer further authorizes CNEG to utilize Customer's name for publicity and marketing purposes.

T2.17 CHOICE OF LAW; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of the State of New York, including Title 14 of the New York General Obligations Law but without regard to any other choice of law principles. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its attorney fees, expenses and costs. Further, CNEG shall be entitled to recover from Customer all costs, including reasonable attorneys' fees, incurred in connection with its efforts, whether in court or otherwise, to collect amounts due and payable to CNEG.

T2.18 NO THIRD PARTY BENEFICIARIES. Except for CNEG Parties and Customer Parties under the indemnity provisions of this Agreement, this Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever. If Customer is represented by a third party in connection with the procurement or performance of this Agreement, unless otherwise expressly provided elsewhere in this Agreement CNEG will have no liability therefore, and Customer will be fully responsible for any fee, commission or other compensation owing any such third party, and will indemnify, defend and hold harmless the CNEG Parties from any and all Claims of any kind of any such third party arising from or relating to this Agreement.

T2.19 NOTICE. To be effective, all notices must be in writing delivered by hand, by certified mail, return receipt requested, or by express carrier to the addresses provided in the attached Notice and Facility Listing or as otherwise on file with each Party. A Party may change its address by providing notice of such change in accordance herewith.

T2.20 ENTIRE AGREEMENT; SURVIVAL OF TERMS. This Agreement (which constitutes the Master Natural Gas Agreement, any attached Special Provisions, Riders and any Transactions agreed to by the Parties from time to time) embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the parties agree that this Agreement shall supersede and replace all prior written and oral agreements or arrangements between the parties hereto with respect to the purchase and sale of Gas and related services and that all transactions under any such prior agreements are, as of the Effective Date, now governed solely by the terms of this Agreement and shall be transactions hereunder and a part of the single integrated agreement between the parties. Nothing in this Agreement shall be deemed to require CNEG to execute and deliver this Master Natural Gas Agreement or any Rider or Transaction Confirmation, even if Customer shall have already executed and delivered such to CNEG. A facsimile copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Master Natural Gas Agreement will be valid or given any effect unless signed by both Parties or expressly provided in a Transaction Confirmation. The terms of any purchase order (PO) or other writing sent by Customer and/or any alteration, addition, or modification made by Customer to the preprinted terms of this Agreement shall be void and without any effect. In the case of any conflict among the documents comprising the Agreement, they will control in the following order of priority: first, a Transaction Confirmation(s); second, a Rider; third, the Master Natural Gas Agreement; and fourth, any oral agreement of the Parties as to the Transaction. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, the obligations of Customer to balance the over and under deliveries of Gas to zero, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

T2.21 INTERPRETATION. In this Agreement unless the context otherwise indicates a contrary intention, the singular includes the plural and vice versa, and where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning.

T2.22 AFFIRMATION. Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

T2.23 RELATIONSHIP OF THE PARTIES. CNEG is an independent contractor under this Agreement. Except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking.

T2.24 ACKNOWLEDGEMENTS.

(a) **Bankruptcy Code.** Without limiting the applicability, if any, of any other provision of the U.S. Bankruptcy Code, as amended (the "Bankruptcy Code"), the Parties acknowledge and agree that all Transactions entered into hereunder will constitute "forward contracts" and/or "swap agreements" as defined in Section 101 of the Bankruptcy Code, that the rights of the Parties under Section T2.5 above will constitute contractual rights to liquidate "forward contracts" and/or "swap

agreements" under the Bankruptcy Code, and that the Parties are entities entitled to the rights under, and protections afforded in respect of, "forward contracts" and "swap agreements" by the Bankruptcy Code, including, without limitation, Sections 362, 546, 548, 558, 580 and 561 of the Bankruptcy Code, and the applicable definitions in Section 101 thereof. Each transfer or payment made under a Transaction and/or this Agreement constitutes (i) a "margin payment" and/or "settlement payment" as defined in Sections 101(38) and (61A), respectively, of the Bankruptcy Code.

(b) **Inapplicability of the Commodities Exchange Act.** The Parties acknowledge and agree that CNEG is not providing advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "CEA"), including futures agreements and commodity options or any other activity which would cause CNEG or any of its Affiliates to be considered a commodity trading advisor under the CEA. Customer acknowledges that CNEG is not operating a commodity pool, that Customer's purpose in entering into each Transaction is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA.

(c) **No Advisory Service.** Customer acknowledges and agrees that (i) CNEG is not acting as Customer's consultant or advisor for any purpose, and Customer will not construe or rely on any information provided or statements made by CNEG, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and (ii) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any, and is not relying on CNEG in any way in making its decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

T2.25 PAYMENTS TO BROKERS. To the extent Customer is represented by a broker, agent, association or other third party (collectively "Broker"), Customer acknowledges and understands that:

(a) CNEG may be making a payment to Broker in connection with its efforts to facilitate Customer and CNEG entering into this Agreement;

(b) Unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker; and

(c) Broker is acting on Customer's behalf as its representative and is not a representative or agent of CNEG.

T2.26 TAX EXEMPTION. If Customer is eligible for tax exempt status from state and local sales tax, it must provide CNEG with all required exemption certificates. CNEG will apply all appropriate Taxes unless and until a certification of tax exempt status is received. Customer and not CNEG will be responsible for obtaining any tax refund for services previously rendered if the tax exemption certificate(s) is provided after the beginning of a Delivery Period. Customer will defend, indemnify and hold harmless CNEG for all Tax obligations relating to retail Gas supply under this Agreement.

T2.27 SPECIAL PROVISIONS. The Agreement may contain supplemental provisions, modifications and amendments as shown on attached Special Provisions, if any.

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 Account(s). 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 Natural Gas Agreement executed on the _____ day of _____, 200__ (the "Master Natural Gas 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 Natural Gas Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement.

Facility Name:

Delivery Period:

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.

Nature of Parties' Obligation:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Delivery Point(s):

Utility:

Special Provisions:

This Transaction Confirmation documents a Transaction previously reached by authorized representatives of the Parties. It is binding and shall be deemed accepted as the definitive expression of the Transaction unless disputed by Customer in writing within two (2) business days of Customer's receipt.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

By: SAMPLE
 Name: NOT FOR EXECUTION
 Title: _____
 Date: _____

SPECIAL PROVISIONS TO THE MASTER NATURAL GAS AGREEMENT
BETWEEN CONSTELLATION NEWENERGY – GAS DIVISION, LLC ("CNEG") AND
JQH - EAST PEORIA DEVELOPMENT, LLC ("CUSTOMER")
DATED OCTOBER 21, 2011


The following Special Provisions shall supplement and form part of the Master Natural Gas Agreement between the Parties. In the event of any conflict or inconsistency between such Special Provisions and the Master Natural Gas Agreement, the Special Provisions shall govern.

The following section shall be added to the GENERAL TERMS AND CONDITIONS FOR GAS AGREEMENT:

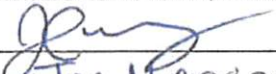
T2.28 John Q. Hammons Hotels Management, LLC ("JQH") represents and warrants that it has the authority to enter into this Agreement and Transactions hereunder on behalf of Customer, and that JQH's signature serves to bind Customer to the terms and conditions of this Agreement and such Transactions. JQH understands that CNEG is relying on such representations and agrees to indemnify and hold harmless CNEG (and its Affiliates) from and against all claims, losses, expenses, costs, damages, causes of actions or suits of any kind arising out of or relating to a claim by Customer that JQH lacked authority to enter into this Agreement and Transactions hereunder on behalf of Customer.

IN WITNESS WHEREOF, the Parties have caused these Special Provisions to be executed by their duly authorized representatives as of the Effective Date.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

By: 
Name: Daniel Marks
Title: Vice President Gas Operations

JOHN Q. HAMMONS HOTELS MANAGEMENT, LLC, AS MANAGER AND
AUTHORIZED AGENT FOR JQH - EAST PEORIA DEVELOPMENT, LLC

By: 
Name: Joe Morrissey
Title: Senior VP of Operations

PREPARED: C.Schoen 10/20/11
REVIEWED: M.Weir 10/20/11
APPROVED: Non-Standard: CS 10/21/11 APRV per CLEAR codes

Prepared: 10/21/11 CS

Page 1 of 1
Special Provisions
CNEG11847
CONFIDENTIAL

Account Manager: Katherine Mikel
(502) 213-9131
Katherine.Mikel@Constellation.com

DEAL NO. NGBP20832511

Transaction Confirmation

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Natural Gas Agreement effective October 21, 2011 ("Gas Supply Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("Constellation") and JQH - East Peoria Development, LLC ("Customer"), and is subject to and made part of the terms and conditions of such Gas Supply Agreement.

Trade Date: November 16, 2015

Buyer: JQH - East Peoria Development, LLC

Seller: CONSTELLATION NEWENERGY - GAS DIVISION, LLC

Facility Name: John Q Hammons Hotels East Peoria IL

Delivery Period: December 01, 2015 - November 30, 2016 (inclusive)

Nature of Obligation: Secondary Firm - "Secondary Firm" means deliveries and receipts will be on a best-efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "Utility"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "Transporter"), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter.

Deal Type: Physical Basis

Contract Quantity/Price :

Contract Month	Year 2015		Year 2016	
	Fixed Volume (MMBtu)	Price	Fixed Volume (MMBtu)	Price
January			2,380	\$0.4522
February			1,921	\$0.4522
March			1,657	\$0.4522
April			1,242	\$0.4522
May			955	\$0.4522
June			2	\$0.4522
July			751	\$0.4522
August			727	\$0.4522
September			788	\$0.4522
October			1,076	\$0.4522
November			1,422	\$0.4522
December	2,128	\$0.4522		

US\$ Rounded to four decimal places

Plus applicable taxes

Volume: 1 MMBtu=10 THERMS

Price: Per MMBtu price / 10=per THERM price

The price referenced herein is inclusive of fuel.

The price referenced herein represents basis only and does not include any applicable commodity price. For the fixed quantities and Delivery Period shown herein, if Customer has not otherwise locked the commodity price for a specific month, the commodity price shall be the NYMEX last day settle price for that month.

Incremental Pricing :

For all additional quantities required by Customer, in excess of the fixed quantities listed herein in combination with any other nominated quantities, the price shall be based on the Platts Gas Daily Midpoint for the applicable index for the time of purchase plus \$0.0500/MMBtu.

For any gas quantities bought back from Customer by Constellation due to Customer's requirements being less than the total nominated quantities each month, the price shall be based on the Platts Gas Daily Midpoint for the applicable index for the time of sale minus \$0.0500/MMBtu.

Applicable Gas Daily Index = Chicago city-gates

Should an operational flow order, or other utility or pipeline restrictions occur, Constellation will attempt to adjust Customer's daily nomination to match expected usage as determined by Constellation. The pricing of incremental volumes associated with the nomination adjustment will be based on then current spot market price, as determined by Constellation in its reasonable discretion.

Pipeline : NGPL

Delivery Point(s) : AMER IL/NGPL AM CDP

Utility : AmerenIP

LDC Account No(s) : 08830-20041

LDC Charge : Customer acknowledges and agrees that any applicable Local Distribution Company ("LDC") charges assessed Constellation relating to delivery of natural gas for Customer to the Delivery Point, will be passed through to Customer.

Seller's planned billing method for this facility is to bill Buyer based on: Nomination

Default Service : Should Constellation continue to deliver to Customer beyond the term of this Transaction Confirmation, said deliveries will be made for successive 1 month terms (each an "Extension Term"), until terminated by either party by giving written notice of termination not less than 30 Days prior to the expiration of the then-current Extension Term. Each month, the default price (the "Evergreen Price") will equal the applicable published index, plus transportation, fuel and any other charges associated with the delivery of gas to the Delivery Point. Unless otherwise provided by Customer, Constellation will determine Customer's monthly nomination in a commercially reasonable manner based upon Customer's historical usage data.

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 other time frame as specified in the Gas Supply Agreement, it is binding and shall be deemed accepted.



Constellation.

An Exelon Company

Please return via fax to (502) 213-9103 or email to CNEGasConfirmationsKY@Constellation.com.

Constellation NewEnergy-Gas Division, LLC

JQH - East Peoria Development, LLC

David T. Donat

**David T. Donat
Vice President**

11/23/2015

By: _____

Name: _____

Title: _____

Date: _____

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CNEG11847
NGBP20832511
11/16/2015 4:14:46 PM**

FedEx

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DEC 27 2016

RECEIVED

DEC 27 2016

Page 1 of 1

ORIGIN ID:LTWA
SUSANNE LALONDE
EXELON
1310 POINT STREET
12TH FLOOR
BALTIMORE, MD 21231
UNITED STATES US

(410) 470-1902

SHIP DATE: 21DEC16
ACTWGT: 1.50 LB
CAD: 107837185/INET3790

BILL SENDER

TO **ATTN JOHNQHAMMONS CLAIMS PROCESSING**
BMC GROUP, INC.
3732 W 120TH STREET

HAWTHORNE CA 90250

(410) 470-1902
INV.
PO:

REF: JQH PROOFS OF CLAIM

DEPT:



FedEx Express



REL# 3785346

THU - 22 DEC 8:00A
FIRST OVERNIGHT

TRK# 7780 1562 0269
0201

X1 AVXA



FO

151989 REV 7/08 BRD

FedEx Express

FedEx First Overnight®

RT **FO** 08:00 0269 12.27

FZ

FedEx Express

FO

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:** 12/23/2016
Trustee: **Last Date to file (Govt):**

<p><i>Creditor:</i> (8633761) Constellation NewEnergy-Gas Division, LLC Susanne Laionde 1310 Point Street, 12th Floor Baltimore, MD 21231</p>	<p>Claim No: 666 <i>Original Filed</i> Date: 12/28/2016 <i>Original Entered</i> Date: 12/28/2016</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i></p>
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Amount claimed: \$820.88
Priority claimed: \$631.45

History:

[Details](#) [666-1](#) 12/28/2016 Claim #666 filed by Constellation NewEnergy-Gas Division, LLC, Amount claimed: \$820.88 (Marshall, Terri)

Description: (666-1) Services Performed

Remarks: (666-1) filed in case 16-21164

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$820.88
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority	\$631.45	
Administrative		

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger **Chapter:** 11
Office: Kansas City **Last Date to file claims:** 12/23/2016
Trustee: **Last Date to file (Govt):**

<p><i>Creditor:</i> (8633761) Constellation NewEnergy-Gas Division, LLC Susanne Laionde 1310 Point Street, 12th Floor Baltimore, MD 21231</p>	<p>Claim No: 666 <i>Original Filed</i> Date: 12/28/2016 <i>Original Entered</i> Date: 12/28/2016</p>	<p><i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i></p>
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Amount claimed: \$820.88
Priority claimed: \$631.45

History:

[Details](#) [666-1](#) 12/28/2016 Claim #666 filed by Constellation NewEnergy-Gas Division, LLC, Amount claimed: \$820.88 (Marshall, Terri)

Description: (666-1) Services Performed

Remarks: (666-1) filed in case 16-21164

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC
Case Number: 16-21142
Chapter: 11
Date Filed: 06/26/2016
Total Number Of Claims: 1

Total Amount Claimed*	\$820.88
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority	\$631.45	
Administrative		