CONSTELLATION RESIDENTIAL FIXED PRICE SUPPLY CONTRACT

MARYLAND NATURAL GAS SUPPLIER LICENSE NUMBER: IR-655

Constellation NewEnergy - Gas Division, LLC ("Constellation") agrees to sell, and you the Customer ("you" or "Customer") identified during the enrollment process and named in the signature block of this contract agree to buy, your full requirements of natural gas supply for your home or business at the price and on the terms and conditions specified herein and in your Enrollment Form, Welcome Letter or any renewal notice (collectively, the "Contract").

Purchase of Natural Gas Supply Service.

Your fixed price will be 70.90 cents/Therm and is guaranteed not to change, unless as otherwise provided below, during the Initial Term. The initial term of the Contract will start when the Utility enrolls your account(s) with Constellation and will last for 36 monthly billing cycles after that date (the "Initial Term"). This Initial Term, and any renewal term, are collectively referred to as the "Contract Term". You will receive one 45-day renewal notice before the end of the Initial Term and each subsequent renewal term.

Price and other terms of this Contract are subject to change as provided in the "Renewal" and "Change in Law" sections below. The fixed price charged for natural gas supply service under this Contract is only for natural gas and is reflective of competitive market conditions and not utility cost of service proceedings and does not include any applicable taxes, distribution charges, or other or local distribution company fees or charges, which will be charged by my local utility (the "Utility"). Constellation's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a Utility distribution customer throughout the term. Constellation reserves the right to revoke its natural gas supply offer at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to Constellation.

Additional Price Terms.

All prices are only for the natural gas provided by Constellation to you. This price does not include any tax or Utility fee or charge. Your fixed price may be higher or lower than the Utility’s standard offer service rate, and Constellation does not guarantee savings over the duration of your Contract. Constellation's prices are not regulated by the Maryland Public Service Commission.

Guarantee Period for Residential Customers

You may terminate this Contract without incurring an early termination fee within ninety (90) days after entering into it (the "Guarantee Period") by notifying the Utility that you would like to return to Utility service. You must also notify us in writing or by calling our customer care center at (855) 465-1244. Upon your termination of this Contract during the Guarantee Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for natural gas and related costs and charges incurred under this Contract through such meter read date. Any incentives we may offer in connection with you entering into this Contract will be provided to you after the Guarantee Period has expired without you terminating our Contract.

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Renewal and Access to Future Pricing Information.

At least 45 days before the completion of the Initial Term and any subsequent renewal terms, Constellation will send you a renewal notice which will include information regarding future pricing, including a new fixed price for the renewal term, or new terms and conditions. This Contract shall be automatically renewed with the revised terms and conditions (including any updated pricing) unless you cancel the renewal after receiving notice of the new price and/or terms and conditions, and in such case this Contract will terminate at the end of the then-current term and you will remain responsible for any unpaid balance as of the termination date but we will not assess a termination fee. If at any time you want to access your price for the next billing period, you may do so at least 12 days before the close of the then-current billing period by calling Constellation's customer service center at 1-855-465-1244 between 8:00 a.m. and 8:00 p.m. on weekdays, except holidays.

Billing and Payment.

Your billing method for this Contract is utility consolidated billing ("UCB"). In UCB, the cost of your natural gas supply service will be included on your bill from the Utility, and is due and payable when your Utility bill is due at the billing address provided in your Utility bill. You will be invoiced for Constellation's charges under this Contract at the applicable price set forth in the "Price" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" section above) multiplied by your natural gas usage as measured by the Utility in therms during the applicable billing period. Your bill will include all applicable state, local, and use taxes. You agree and acknowledge that the Utility may provide Constellation your billing and payment information. You further agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of natural gas and energy services provided by us under this Contract. If the Utility is unable to read your meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the Utility accepting our enrollment of your account for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease billing you and/or commence billing us for any charges relating to you, we will bill to you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to transport the natural gas to your home or business, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes imposed on us or you regarding transportation of the natural gas during the term of this Contract. We will notify you if any new or increased taxes are imposed. Constellation reserves the right to change billing methods. You may withhold payment of any disputed charges while the charges remain in dispute.

In the future, Constellation may, upon its sole discretion, decide to change your billing method to supplier consolidated billing ("SCB"). In SCB, Constellation will send you a bill that will include all delivery and supply charges for natural gas. If Constellation decides to change your billing method to SCB, Constellation will send you all required notices advising you of the change, and you will have the right to accept the change, refuse the change and remain on UCB if Constellation continues to offer it, return to your Utility, or switch to another supplier.

Late Fees

Bills not paid in full by the due date will incur a late payment fee on unpaid balances in accordance with the Utility's billing and late payment policies and procedures. In addition, you agree to pay us our costs incurred in collecting amounts owed us, including reasonable attorneys' fees and returned check charges.

Credit

Constellation reserves the right to determine if your credit standing is satisfactory for originating natural gas supply service under this Contract. Consistent with applicable law, Constellation uses uniform income and credit requirements in determining whether to offer service to our customers.

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Termination

Constellation may terminate this Contract upon thirty (30) days written notice due to nonpayment by you or upon forty-five (45) days written notice effective as of the end of the then-current term for any reason, in which case the Contract will not automatically renew. Constellation may also terminate this Contract upon forty-five (45) days of notice if due to a change in law or other act beyond our reasonable control, including without limitation the termination of your Utility's choice program, we are no longer able to serve you. You may switch to another supplier at any time and you may terminate this Contract for any reason by providing Constellation written notice to the address listed in the "Contact Information" section below. HOWEVER, IF YOU SWITCH TO ANOTHER SUPPLIER OR TERMINATE THIS CONTRACT BEFORE THE END OF THE INITIAL TERM, YOU MAY BE CHARGED A TERMINATION FEE. IF YOU ARE A RESIDENTIAL CUSTOMER OR A SMALL BUSINESS CUSTOMER THAT CONSUMES LESS THAN 3,000 THERMS PER YEAR AND YOU HAVE SELECTED A FIXED PRICE, YOUR TERMINATION FEE WILL BE $150. IF YOU ARE A NON-RESIDENTIAL CUSTOMER THAT CONSUMES MORE THAN 3,000 THERMS PER YEAR AND HAVE SELECTED A FIXED PRICE, YOUR TERMINATION FEE WILL BE EQUAL TO THE VOLUME OF GAS YOU WOULD HAVE CONSUMED DURING THE REMAINDER OF THE INITIAL TERM IF THE CONTRACT HADN'T BEEN TERMINATED EARLY MULTIPLIED BY THE POSITIVE DIFFERENCE, IF ANY, BETWEEN YOUR PRICE SET FORTH IN THE CONTRACT AND THE PRICE AT WHICH CONSTELLATION CAN SELL SUCH GAS AT THE TIME THE CONTRACT IS TERMINATED. IF YOU HAVE SELECTED A MONTHLY VARIABLE PRICE AND HAVE NOT CONVERTED TO A FIXED PRICE, YOU WILL NOT BE CHARGED A TERMINATION FEE. IF YOU ARE A RESIDENTIAL CUSTOMER, THIS EARLY TERMINATION FEE WILL BE WAIVED IF YOU TERMINATION WITHIN THE GUARANTEE PERIOD

OR IF TERMINATION IS DUE TO A CHANGE OF RESIDENCE. Upon any termination of this Contract, you will return to receiving standard offer service from the Utility unless you have selected another supplier. The effective date of any termination will be after the Utility completes the transfer of your Accounts. Upon any termination, you will remain responsible for any unpaid balance as of the termination date plus any applicable termination fee. The delivery of natural gas to you cannot be terminated or interrupted by the Utility as a result of any dispute between Constellation and you but may be terminated by the Utility for nonpayment of Utility charges in accordance with applicable law. If the Utility purchases the receivables hereunder, such receivables become Utility charges for purposes of termination of service.

Assignment, Address Change

Constellation may, in accordance with applicable law, assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including receivables hereunder, without your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. You must notify us forty-five (45) days in advance of your move if you plan to move. If you move within the Utility's service area our Contract will terminate and you will be required to return to Utility service for at least one month for service at your new address after which period we would welcome the opportunity to serve you under a new Contract at your new address. You will be responsible for paying for all natural gas supplied to your old address until the date this Contract is terminated in accordance with its terms.

Change in Law

Constellation may pass through or allocate, as the case may be, to you any increase in Constellation’s costs related to the natural gas and related products and services to be sold to you that results from the implementation of new, or changes (including changes to pipeline or Utility transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or pipeline business practices or protocol, Utility or pipeline tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Any such increase may be reflected as an increased price or as a separate line item or invoice. We will send you a written notice prior to the implementation of any changes in this Contract. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Contract, Constellation may terminate this Contract.

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Information Release Authorization.

Throughout the term, you authorize Constellation to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, historical and future natural gas usage, meter readings, and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. You also authorize Constellation to obtain from the Utility your standard offer service type, rate classification, and characteristics of natural gas supply service; provided, however, that you may rescind such authorization at any time by contacting Constellation at the contact number provided below. You authorize Constellation to release such information to third parties that need to know such information in connection with your natural gas supply service and to Constellation's affiliates and subcontractors.

Delivery Point and Taxes.

All natural gas sold will be delivered to an existing or future point of interconnection between the Utility distribution system and a third party pipeline supplying natural gas to the Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to me at the Delivery Point and I will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to my home or business. "Taxes" means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on me or that Constellation passes through to me, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, utility taxes, sales, consumption, use, value added, cents/Therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Contract) imposed by any governmental entity.

Dispute Resolution.

You and Constellation agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact Constellation’s customer care department between 8:00 a.m. and 8:00 p.m. on weekdays, except holidays, at our toll-free number, 1-855-465-1244, or by mail at Constellation c/o Customer Care, P.O. Box 4911, Houston, TX 77210. Constellation will assign a representative to work with you in an attempt to resolve the dispute. If, after a reasonable period of time and good faith efforts by you and Constellation, the dispute cannot be resolved, you may contact the Maryland Public Service Commission at: 1-800-492-0474 or http://www.psc.state.md.us or, for filing an online complaint, https://mdpsc.force.com/complaints/s/?language=en_US. The Maryland Attorney General’s Office website is www.oag.state.md.us and their toll free number is 1-888-743-0023.

Arbitration; Class Action and Jury Trial Waiver.

CONSTELLATION HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH CONSTELLATION AND YOU. BOTH YOU AND CONSTELLATION AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CONSTELLATION (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) INFORMALLY AND, IF THAT IS NOT SUCCESSFUL, ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS CONTRACTAS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH YOU AND CONSTELLATION ALSO AGREE THAT:

A) The federal arbitration act applies to this Contract and governs any arbitration between you and Constellation. Prior to initiating any arbitration, you and Constellation both agree to try to resolve any dispute informally as described above in this Contract.

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B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any arbitrat ion will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Contract and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration p rovision are for the court to decide. **This dispute resolution provision is not intended to replace any rights you otherwise may have and does not preclude you from bringing any issues you may have to the attention of any governmental authorities.**

C) **YOU AND CONSTELLATION BOTH AGREE THAT THIS CONTRACT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE CONTRACT TO ARBITRATE WILL NOT APPLY.**

D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to $10,000, Constellation will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than $10,000, any arbitration hearing may be held telephonically.

E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then Constellation will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than our offer Constellation will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.

F) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CONSTELLATION BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This dispute resolution provision shall survive termination of the Contract.

G) Nothing in this Contract shall impair your right to make an informal or a formal complaint to the Maryland Public Service Commission.

Limitation of Liability.

You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of pipelines, service interruptions, loss or termination of service, deterioration of natural gas services, meter readings or injury to persons or damage to property caused by the supply of natural gas. Neither Constellation nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate natural gas supply service on the date specified herein due to any failure or delay in enrolling you with the Utility. You agree that neither Constellation nor any of its affiliates or subcontractors shall be liable for any special, punitive, indirect, incidental or consequential damages as a result of any breach or nonperformance.

Force Majeure

If something happens that is beyond our reasonable control that prevents us from performing our obligations under this Contract, then we will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility.

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Miscellaneous

Except with respect to Constellation's affiliates and subcontractors under the preceding section, there are no third party beneficiaries of this Contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, shall survive termination for any reason. The Contract constitutes the entire agreement between you and Constellation.

Contact Information.

CONSTELLATION NEWENERGY - GAS DIVISION, LLC.'S MARYLAND NATURAL GAS SUPPLIER LICENSE NUMBER IS IR- 655 Contact us with any questions between the hours of 8:00 a.m. and 8:00 p.m. on weekdays, except holidays. Our toll-free number is (855) 465- 1244. We can be reached by email at home@constellation.com. We can also be reached by mail at Constellation, P.O. Box 4911 Houston, TX 77210. Please contact us at this address, email or phone number to resolve any disputes regarding this Contract.

Emergency. For emergencies relating to your service, please contact your Utility at: Columbia Gas of Maryland at (800) 460-4332; Baltimore Gas & Electric Company at (800) 685-0123. For more information regarding deregulation please contact the Maryland Public Service Commission at (800) 492-0474 or on the web at http://www.psc.state.md.us. The Maryland Attorney General's Office website address is www.oag.state.md.us and their toll-free number is (888) 743-0023.

By signing below, you represent that you: (1) are the account holder authorized to enroll this account for service with Constellation and are 18 years or older; (2) have received, read, understand, and agree to the terms and conditions in this Contract and Contract Summary; and (3) are voluntarily authorizing Constellation and/or its affiliates to obtain the necessary information from your Utility (as described herein) to begin the enrollment process and initiate service with Constellation.

YOU ARE NOT OBLIGATED TO PAY ANY MONEY UNLESS YOU SIGN THIS CONTRACT AND RETURN IT TO THE SELLER.

Customer Signature :

Customer Name :

Date:

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