

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

(“Customer”) AND CONSTELLATION NEWENERGY, INC. (“CNE”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to CNE, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). You are purchasing from us generation and transmission service, made up of the components referenced below under “Cost Components,” but not distribution service, which will continue to be supplied by your UDC. By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under the Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under the Agreement. The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged to us vary for any reason, including but not limited to the types of changes described above.

Cost Components. For each of the items listed as “Fixed” below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as “Passed Through” below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed/Not Applicable*
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed/Not Applicable*
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Passed Through

*Depending on the UDC service territory Transmission Costs and Ancillary Services and Other ISO Costs are either Fixed or are directly invoiced by the UDC. If your Account is in a UDC territory where Transmission Costs or Ancillary Services and Other ISO Costs are invoiced directly by the UDC, then those costs are “Not Applicable”. See UDC specific disclosure below. The contract prices contained in the Account Schedule include any credit costs and margin as well as Renewable Portfolio Standards Cost. If you are in the Dayton Power & Light service territory, then applicable RMR Costs will be Passed Through to you. If you are in the AEP service territory, then RMR will be included in the contract prices contained in the Account Schedule. If you are in the Duke or First Energy service territories RMR Costs will be invoiced directly by the UDC. Except in the case of Transmission Costs, all other costs listed above as “Fixed” may be subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below.

Term. This Agreement will become effective and binding after you have signed the Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), the term of this Agreement will be _____ months as set forth under the “Term” in the Account Schedule below, beginning at the next meter read date after the UDC processes your enrollment (the “Start Date”) and ending on the meter read date that is _____ months later, based on your election (the “End Date”). Your switch to CNE as your supplier may take up to two billing cycles to take effect. Actual meter read dates are determined by the UDC, and the exact Start and End Dates under this Agreement will be determined in accordance with the UDC’s actual meter read dates for the Account(s). If, as a result of circumstances beyond our control we are unable to enroll one or more of the Accounts within two billing cycles the Start Date(s) will commence on the next regularly scheduled UDC meter read date following successful enrollment of such Account(s). Circumstances beyond our control include, but are not limited to: (i) your failure to timely provide us with all Account related information necessary to successfully enroll the Account(s) with the UDC; (ii) your failure to assist us or confirm, as needed, in notifying the UDC that it has selected us as your supplier or (iii) any acts or omissions of the UDC (including a change in an Account’s meter read cycle). We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account’s metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price (“LMP”) +

FOR INTERNAL USE ONLY

Reference Number: 1- _____ **| Account Representative: | FORM: Siebel - 1-** _____ **| Page 1 of 9| Printed: _____ |**

\$0.015/kWh + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Supply of electricity under this Agreement is conditioned upon (1) our review and approval of your creditworthiness, (2) our verification of the accuracy and completeness of all the information that you provide to us regarding your electricity usage and the Account(s), including confirmation by the Utility-UDC of your actual load data, upon which we relied in entering into this Agreement, and (3) your Account(s) being accepted into the retail access program established by the UtilityUDC. We shall have the right to terminate this Agreement upon 15 days' notice without penalty if any of these conditions are not met to our satisfaction.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing"), unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within **twenty one (21)** days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of **1.5%** per month, or the highest rate permitted by law, whichever is less.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Ohio, the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses. Our business address is 1221 Lamar St, Suite 750, Houston, Texas 77010, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 888-635-0827, or by e-mail at customer@constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 1-888-635-0827. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Conditions of Service. For Account(s) located in the State of Ohio, in order for us to perform under this Agreement, you must comply with the terms of the UDC's tariffs and the Account(s) must be successfully enrolled in our name with a switch date assigned by the UDC (the "Conditions of Service"). Those terms, in part, require you to: (a) if applicable, enter into agreements with UDC for distribution service and (b) provide communication link(s) for any interval meter installed or to be installed by the UDC. For accounts located in Dayton Power & Light service territory, interval meters are required if the most recent 12-month period peak demand is equal or greater than 100 kW. For Accounts located in the AEP Ohio or Duke Energy Ohio service territory, interval meters meeting the UDC's requirements and a dedicated analog phone line are required if the most recent 12-month period peak demand is greater than 200kW. You are responsible for the incremental costs of the interval meters and dedicated phone line (as applicable) and the incremental costs associated with the installation of the required interval metering and dedicated phone line (as applicable). You must sign and submit to the UDC, with a copy to us, a work order request before we can enroll the Account. Should you fail to install the required equipment, you acknowledge that the UDC may choose to switch your Account(s) back to UDC service.

Environmental Disclosure Information. For Account(s) located in the State of Ohio, our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A hereto and incorporated herein by reference and will be made available periodically with our invoices and is available upon request.

Right to Rescission. For Account(s) located in the State of Ohio, if your Account(s) is classified by the UDC as a "Small Commercial Customer" (defined as a commercial or industrial customer using less than 700,000 kWh annually and not part of a national account with multiple facilities in one or more states), you will receive a confirmation notice from your UDC indicating your selection of CNE as your Competitive Retail Electric Service Supplier ("CRES Supplier"). Upon receipt of the notice, you may rescind this Agreement without penalty at any time within the 7-day rescission period by following the instructions provided by the UDC. You must write or call the UDC to submit your rescission request by following the instructions on the UDC notice.

Right to Cancel. For Account(s) located in the State of Ohio, if you are a Small Commercial Customer and you move outside of where we provide service or into an area where we charge a different price, either of us may terminate the Agreement without penalty. **We have the right to terminate this Agreement for any failure by you to comply with any material obligations as more specifically set forth in Sections 3 and 4 of our General Terms and Conditions attached hereto. If you are a Small Commercial Customer, we have to provide you 14 days prior written notice if we exercise our rights to terminate this Agreement pursuant to our rights set forth in Section 4 of our General Terms and Conditions attached hereto. Also, as a Small Commercial Customer, if we fail to comply with any material obligations, you may also terminate the Agreement and are entitled to the same remedies available to us, including those set forth in Section 4 of the General Terms and Conditions.** Should the Agreement be canceled, terminated or expired, you agree to remit full payment, without offset or reduction of any kind, within 21 days of a final invoice date, of all outstanding charges, inclusive of all applicable fees and collection costs. Upon cancellation of this Agreement, your electric service will automatically default to the UDC's Standard Service Offer supply unless you select another CRES Supplier. You acknowledge that taking service under the UDC's Standard Service Offer supply will mean a return to regulated electric service, including energy, transmission and distribution services provided by the UDC under its applicable tariffs. Such UDC service does not necessarily entitle you to the same rates, terms and conditions that apply to other customers served by the UDC.

Right to Request/Release Information. For Account(s) located in the State of Ohio, you may request, twice within a 12-month period, up to 24 months of your payment history information with CNE without charge from CNE. CNE is prohibited from disclosing Small Commercial Customer's social security number or UDC account number without the Customer's affirmative written consent, except for CNE's collections and credit reporting, any participation in programs subject to the universal service fund pursuant to Section 4928.54 of the Ohio Revised Code, or assigning this Agreement to another CRES Supplier pursuant to the assignment provisions of this Agreement.

FOR INTERNAL USE ONLY

Reference Number: 1-_____ | Account Representative: | FORM: Siebel - 1-_____ | Page 2 of 9 | Printed: _____ |

©2014 Exelon Corporation. All rights reserved. The offering herein is sold and contracted by Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation. Errors and omissions excepted. **MM_Broker_Oct 2014**

Right to Renew. For Account(s) located in the State of Ohio, if you are a Small Commercial Customer, you also acknowledge and agree that if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the UDC as being served by us, we may continue to serve your Account(s) on a month-to-month basis at the Holdover Rate described in the Term Section above, even though such Holdover Rate is a change in your price under this Agreement.

Budget Billing/UDC Billing. For Account(s) located in the State of Ohio, CNE does not offer budget billing. Your failure to timely pay all applicable UDC charges to the UDC may result in your Account(s) being disconnected. **You acknowledge that your price is in addition to any amount that may be charged to you by your UDC as a switching fee pursuant to us enrolling your Account(s) with such UDC.**

AEP Ohio. For purposes of the AEP Ohio service territory only, "Accounts" and UDC Account Number will be identified by the individual Service Delivery Identification Number ("SDI") as defined by AEP Ohio and not necessarily the account itself. Furthermore, you acknowledge that the Public Utilities Commission of Ohio ("PUC Ohio") on July 2, 2012 adopted a new capacity pricing system for AEP Ohio to be effective from the earlier of August 8, 2012 or when an order is entered in AEP Ohio's electric security plan, through May 31, 2015. Under this new capacity pricing system, the PUC Ohio established a cost-based capacity price of \$188.88 per MW-Day for the AEP Ohio service territory (the "Cost-Based Price"), but requires that AEP Ohio charge all competitive electricity suppliers, such as us under this Agreement, the applicable adjusted Reliability Pricing Model price released by the ISO (the "Retail Capacity Price"). AEP Ohio is permitted to defer collection of the difference between the Cost-Based Price and the Retail Capacity Price, and the PUC Ohio is to establish a capacity deferral recovery mechanism in AEP Ohio's pending electric security plan. Accordingly, you acknowledge and agree that if the Capacity Costs are fixed for an Account under this Agreement, such fixed price is based on the applicable Retail Capacity Price and that if AEP Ohio changes the Retail Capacity Price, or charges us with respect to your load served under this Agreement any additional or deferred cost to account for the difference between the Cost-Based Price and the Retail Capacity Price, we shall be permitted to invoice you for such additional charges as a pass-through or a separate invoice. Alternatively, if the Capacity Costs are passed through for an Account, the pass through costs will be based on the applicable capacity price and we shall be permitted to invoice you for your share of such additional or deferred costs as may be charged by AEP Ohio as a pass through or separate invoice.

Dayton Power & Light. For purposes of the Dayton Power & Light ("DPL") service territory only, DPL has obtained approval by the Ohio Public Utility Commission ("PUCO") to invoice all electricity supply customers in its service territory directly for Transmission Costs and certain Ancillary Services And Other ISO Costs (collectively, the "DP&L Charges") as part of the UDC Charges. This approval is currently pending rehearing with the PUCO, but it is anticipated by the Parties that the DP&L Charges will become part of UDC Charges prior to the start of services hereunder. At such time as DPL files its approved Rider TCRR-N (or any other designated non-bypassable rider as contemplated by PUCO to recover the same or substantially similar costs) and begins invoicing customers directly for these DP&L Charges, either in whole or in part, we reserve the right to make appropriate adjustments to any Cost Components affected thereby, including, if applicable, cease passing through such costs under this Agreement. Any adjustments will be reflected in your invoices subsequent to such change. If during the term of this Agreement some or all of the UDC Charges are no longer invoiced by DPL, we will pass those charges through to you.

Duke Energy Ohio. The Parties acknowledge that for Accounts located in Duke Energy's Ohio service territory, Transmission Costs and certain Ancillary Services And Other ISO Costs are directly invoiced by the UDC as part of your delivery charges as more specifically described in Duke Energy's Rider BTR as revised from time to time (collectively, "UDC Charges"). If during the term of this TC some or all of the UDC Charges are no longer invoiced by the UDC, we will pass those charges through to you.

First Energy Ohio. The Parties acknowledge that for Accounts located in First Energy's Ohio service territory, Transmission Costs and certain Ancillary Services And Other ISO Costs as well as any RMR Costs are directly invoiced by the UDC as part of your delivery charges as more specifically described in First Energy's Rider NMB as revised from time to time (collectively, "UDC Charges"). If during the term of this TC some or all of the UDC Charges are no longer invoiced by the UDC, we will pass those charges through to you.

Customer Complaints. For Account(s) located in the State of Ohio, any complaints or disputes regarding your service may be directed to our Customer Service at the contact information listed below. If your complaints are not resolved after you have called us and/or your UDC (at the contact information provided below), or for general UDC information, you may call the Public Utilities Commission of Ohio (PUCO) for assistance toll free at 800-686-7826 or 614-466-3292, or for TTY toll free at 800-686-1570 from 8:00 am to 5:00 pm EPT week days, or visit the PUCO website at www.PUCO.ohio.gov.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Cleveland Electric Illuminating	CEI	Emergency: (888) 544-4877
Ohio Edison Company	OE	Emergency: (888) 544-4877
Toledo Edison Company	TE	Emergency: (888) 544-4877
Columbus Southern Power Co.	AEP	Emergency: (800) 277-2177
Ohio Power Co.	OPC	Emergency: (800) 277-2177
CINERGY- Duke Energy Ohio	Duke	Emergency: (800) 543-5599
Dayton Power & Light Company	DAYTON	Emergency: (800) 253-5801

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

FOR INTERNAL USE ONLY

General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will determine your monthly Ancillary Services And Other ISO Costs based on your \$/kWh share of our cost for Ancillary Services And Other ISO Costs incurred with respect to all of our customers within the applicable ISO service territory or in the form of an otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are awarded to us with respect to our customers' transmission peak load contribution.

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise.

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO on load served by us in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) we incur for each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Fixed," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable fixed price or for locational marginal price for the corresponding usage.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Costs" means the charge for Network Transmission Service and Transmission Cost Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by

the ISO within the UDC's service territory.

"Transmission Loss Credits" means your share of amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us. **"UDC"** means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us in an amount equal to two (2) times the amount of the highest monthly invoices for each Account during the twelve months immediately preceding our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following:

- payment of all amounts you owe us for electricity provided to you;
- when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and

- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol,

FOR INTERNAL USE ONLY

Reference Number: 1-_____ | Account Representative: | FORM: Siebel - 1-_____ | Page 4 of 9 | Printed: _____ |

©2014 Exelon Corporation. All rights reserved. The offering herein is sold and contracted by Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation. Errors and omissions excepted. MM_Broker_Oct 2014

UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was not prevented by such events shall have the right to terminate the Agreement without penalty upon 30 days' written notice to the other.

7. Indemnification obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE.

IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will **not rely** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a

FOR INTERNAL USE ONLY

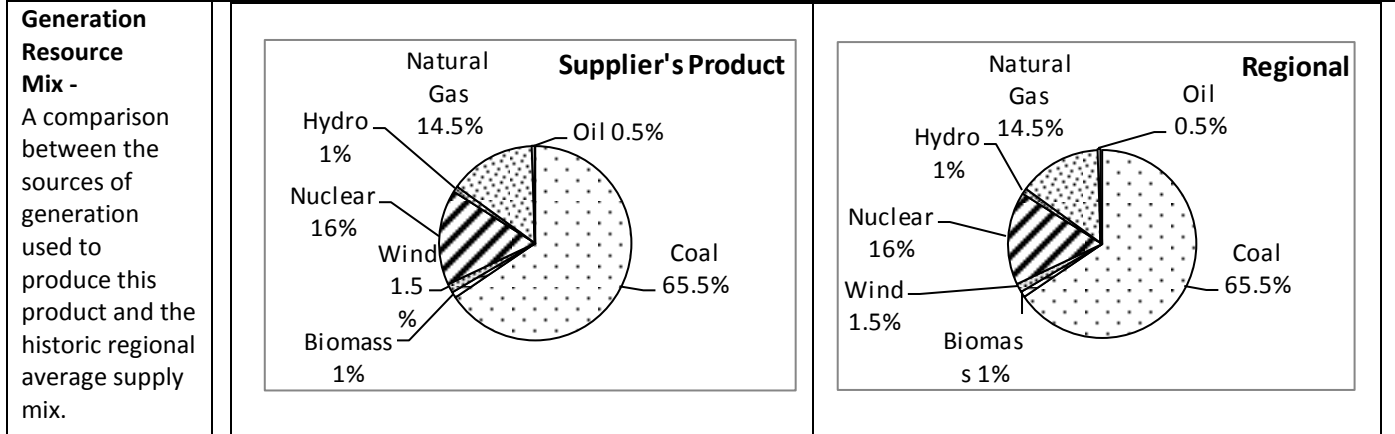
“forward contract merchant” under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding “commodity interests”, including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended. **Except for handwritten information entered prior to signature reflecting your legal entity name and contact information, the UDC account number, service address, supply term and price and any administrative information added by us, such as the “reference number” or “account representative” or “TPV code”, the terms of any purchase order you send to us or any other alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless we agree in writing.**

FOR INTERNAL USE ONLY

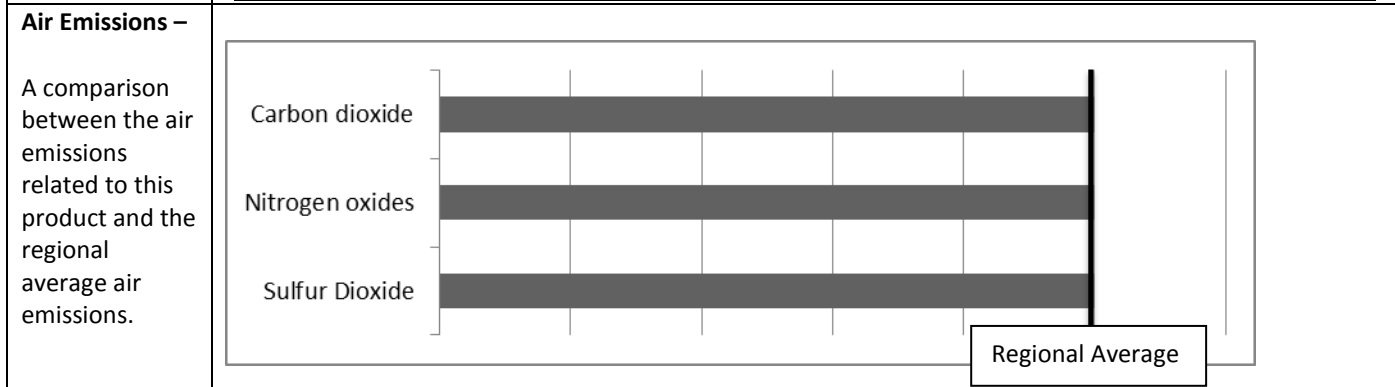
Environmental Disclosure Information

Constellation NewEnergy, Inc.

Projected Data for the 2014 Calendar Year



<p>Environmental Characteristics- A description of the characteristics associated with each possible generation resource.</p>	Biomass Power	Air Emissions and Solid Waste
	Coal Power	Air Emissions and Solid Waste
	Hydro Power	Wildlife Impacts
	Natural Gas Power	Air Emissions and Solid Waste
	Nuclear Power	Radioactive Waste
	Oil Power	Air Emissions and Solid Waste
	Other Sources	Unknown Impacts
	Solar Power	No Significant Impacts
	Unknown Purchased Resources	Unknown Impacts
	Wind Power	Wildlife Impacts



<p>Radioactive Waste - Radioactive waste associated with the product.</p>	Type:		Quantity:	
	High-Level Radioactive Waste	unknown		Lbs./1,000 kWh
	Low-Level Radioactive Waste	unknown		Ft ³ /1,000 kWh

Note: The generation of this product involves the use of 100% of unknown purchased resources. The air emissions and radioactive waste associated with these unknown resources are not included in these charts.

With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs. For further information, contact Constellation at www.constellation.com or by phone at 888-635-0827.

FOR INTERNAL USE ONLY

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION NEWENERGY, INC.

Customer: _____

By:
Name:
Title:
Date:
Address: 1221 Lamar St. Suite 750
Houston, Texas 77010
Attention: Contracts Administration
Facsimile: (888) 829-8738
Telephone: (888) 635-0827

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Attention: _____

Facsimile: _____

Telephone: _____

Email Address: _____

FOR INTERNAL USE ONLY