



<p>Agreement is Not Valid Unless Executed by NewEnergy</p>
--

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

<Customer Name> (“Customer”) AND CONSTELLATION NEWENERGY, INC. (“NewEnergy”) 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 NewEnergy, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase from us on an exclusive basis and we will supply, or cause to be supplied, all of your electricity requirements at the prices set forth below for the account(s) identified in the Account Schedule below (“Account(s)”). By signing this Agreement, you authorize us to enroll your Account(s) with your Utility so that we can supply those Account(s). You will take such actions as we request to allow us to enroll your Account(s) in a timely manner. You also give us the authority to supply you with electricity from whatever source we choose.

Your Price. You will pay charges associated with the following contract prices:

Price Component Name	Component Contract Price Unit Of Measure
Energy Price Non TOU	\$/kWh

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) Utility charges for delivery/distribution services if we provide you a single bill that includes Utility charges. If the Utility changes the designated rate class for any Account(s), we will have the right to adjust your fixed price to reflect extra costs we incur. Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law and/or market structure, as described in Section 6 of the General Terms and Conditions below. The Utility 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 2, Market Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions (“RTTs”) between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

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), this Agreement shall commence on or about the date set forth under “Start Date”, and end on or about the date set forth under “End Date”, unless extended on a holdover basis as described in this Agreement. The dates set forth in the Account Schedule below are based on the information currently available from the Utility, and actual meter read dates are determined by the Utility. If a meter read date schedule has not been published by the Utility, we shall use our best estimate of the scheduled meter read date. The actual meter read date may occur on, before, or after the date set forth in the Account Schedule. The exact Start and End Dates under this Agreement will be determined in accordance with the Utility’s actual meter read dates for the Account(s). We will use commercially reasonable efforts to begin service to the Account(s) on the actual meter read dates that occur on or closest to the Start Date(s) set forth below, unless off cycle dates are agreed by the parties. If, as a result of circumstances beyond our control we are unable to enroll one or more of the Accounts so the term can begin on or about the Start Date in the Account table, the Start Date(s) will commence on the next regularly scheduled Utility meter read date following successful enrollment of such Account(s), but the End Date(s) will remain the same. 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 Utility; (ii) your failure to assist us or confirm, as needed, in notifying the Utility that it has selected us as your supplier or (iii) any acts or omissions of the Utility (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. At the end of the term of this Agreement, if for any reason you fail to renew this Agreement and/or if any Account(s) remain designated at the Utility as being served by us, we may continue to serve your Account(s) on a month-to-month holdover basis (or "Holdover Term") and will charge you the "Holdover Rate" calculated by us in our sole discretion for each billing cycle as (Holdover Metered Usage) x (Holdover Market Price + \$<Insert Holdover Rate>/kWh) + Holdover Costs + Taxes. This Agreement will continue to govern our relationship for the supply of electricity during the Holdover Term, and either of us may terminate the Holdover Term at any time upon 45 days advance written notice to the other. As an alternative to supplying your electricity on a holdover basis following termination, expiration or cancellation of this Agreement, we may instead switch your Accounts to the applicable Utility supply service. Supply of electricity under this Agreement is conditioned upon (1) our review and approval of your creditworthiness, (2) our verification of the accuracy of all the information that you provide to us regarding your electricity usage and the Account(s), and (3) your Account(s) being accepted into the retail access program established by the Utility. 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 Utility for Utility charges and one invoice from us for all other charges unless we agree otherwise. All amounts charged are due in full within **twenty** (20) 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 Utility. Your invoices will be based on actual data provided by the Utility, 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.

Usage Variance. Your price is based upon your historic and/or estimated monthly usage and metered rate of consumption for each Account. You warrant and represent that you do not own any generation behind the meter or other material usage-altering measures associated with the Accounts except to the extent such generation or measures are disclosed in an exhibit to this Agreement. You agree to bear any losses, additional charges and costs to us arising from or resulting from, or relating to changes in consumption due to your behind the meter generation or other material usage-altering measures except as specifically disclosed to us. You agree to use reasonable efforts to provide us prompt prior written notice before any significant change in the anticipated usage of electricity for any Account(s) receiving service under this Agreement, including changes due to equipment outages, plant or facility shutdowns, or changes in the operating hours of a facility. If one or more of your facilities which are receiving electricity supply under this Agreement are closed, vacated, sold, consolidated or otherwise disposed of, then you may, to the extent permitted by applicable law, terminate this Agreement with respect to the corresponding Account(s) upon 30 days written notice to us, in which event you may be liable to make an early termination payment under Section 5 of the attached General Terms and Conditions.

Certain Warranties. You warrant and represent that for Account(s) located in the State of Connecticut, 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 customercare@constellation.com. Your prior authorization of us to your Utility 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.

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

Utility Name	Utility Abbreviation	Contact Numbers
<Insert Utility Name>	<Insert Utility Abbreviation>	<Insert Contact Numbers>

Additional Terms. For Accounts in the State of Connecticut, additional information, including information on consumer rights, may be obtained by contacting the Connecticut Department of Public Utility Control ("DPUC") at (800) 382-4586.

CUSTOMER'S RIGHT TO RESCIND. FOR ACCOUNT(S) LOCATED IN THE STATE OF CONNECTICUT: IF YOUR AGGREGATE PEAK LOAD DURING ANY 12 MONTH PERIOD IS 500 KILOWATTS OR LESS, YOU HAVE UNTIL MIDNIGHT ON THE THIRD BUSINESS DAY AFTER YOUR CONSENT TO CANCEL THIS AGREEMENT WITHOUT PENALTY.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.]

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

CONSTELLATION NEWENERGY, INC.

Customer: <Customer Name>

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:

Address: 1221 Lamar St. Suite 750
Houston, Texas 77010

Address:

Attention: Contracts Administration

Attention:

Facsimile: (866) 470-2470

Facsimile:

Telephone:(617) 772-7500

Telephone:

Email Address:

GENERAL TERMS AND CONDITIONS

1. General Definitions.

"**Delivery Point**" means existing and future points of interconnection between your Utility's transmission system and/or distribution system and those of a third-party.

"**Holdover Costs**" means the sum of all costs and charges incurred by us for the retail delivery of energy, including, without limitation and as applicable, charges for transmission, capacity, ancillary service, congestion, renewable portfolio standards, collateral costs and any similar costs and charges that may be imposed on or borne by NewEnergy with respect to the Accounts (whether imposed by the ISO, the Utility, the Federal Energy Regulatory Commission or otherwise) from time to time. We will pass Holdover Costs through to you on your invoice without mark-up as part of your Holdover Rate.

"**Holdover Market Price**" means the ISO-published Real Time Locational Based Marginal Price for the ISO zone applicable to each Account expressed in \$/kWh, except for Account(s) in NYISO Zone J, where Holdover Market Price means the ISO-published Day Ahead Locational Based Marginal Price for such ISO zone expressed in \$/kWh. Holdover Market Prices are published hourly or sub-hourly depending on the ISO.

"**Holdover Metered Usage**" means your metered kilowatt-hour usage at the Accounts during the applicable billing period, as adjusted by the applicable line loss factor(s). If Customer's Account(s) are not equipped with meters that provide an hourly reading, We will use either the load profiles provided by the Utility for your class or, in the absence of such load profiles provided by the Utility on a timely basis, an otherwise reasonable allocation method established by us in order to apply Holdover Market Prices to your monthly usage.

"**ISO**" means **ISONE**, or other successor or replacement entity, public or private, administering transmission reliability and control of the electricity grid.

"**Taxes**" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, kWh, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this Agreement or thereafter) imposed by any governmental entity.

"**Utility**" or "**UDC**" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

2. Market 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 included in the definition of Capacity Costs, and Energy Costs. 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**" are 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

"**Line Loss Costs**" means the distribution charges imposed by the Utility in connection with the supply of electricity by us to you in accordance with this

Agreement, which are calculated based on a percentage of your kilowatt-hour consumption during the applicable period times.

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

"**Transmission Loss Credits**" are amounts credited to us by the ISO under the ISO's marginal loss construct for the load served by us.

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

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

3. 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 (or increase such deposit or security) 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 5 days of our request.

4. 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 3 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.

5. 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 Utility service (consistent with applicable regulations and Utility 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.

6. Changes in law, market structure, and/or your electricity needs or classifications. If a change in or implementation of (a) law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO operating guidelines, ISO protocols, zonal boundary definitions, Utility tariffs, and the like (including resource adequacy or renewable portfolio standards or other renewable energy requirements), or (b) electricity market structure, causes our costs under this Agreement to increase, we will have the right to pass such increased costs on 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.

7. 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 Utility; 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 Utility. 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 performance 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.

8. Delivery point and indemnification obligations. We will deliver electricity to the Delivery Point. Title and risk of loss related to the electricity transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Accounts relate as well as your use of the electricity. While we will arrange for the delivery of electricity to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility 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 ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

9. 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 5. 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.

10. 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.

11. 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.

12. 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. You will agree to keep confidential the terms of our Agreement, including price.

13. 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 copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Except as otherwise explicitly provided in this Agreement, no amendment 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 "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. **The terms of any purchase order (PO) you send to us or any 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.**

ACCOUNT SCHEDULE:

For: <Customer Name>

The pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on <Insert Date>

NewEnergy shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the Utility, ISO or other entity.

TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (866) 470-2470.

No. of Service Accounts: ()

UDC	UDC Account Number	Service Address	Contract Start Date	Contract End Date	Energy Price Non TOU (\$/kWh)