GAS CUSTOMER CHOICE CONTRACT - Fixed Price

Natural Gas Supplier: Constellation NewEnergy - Gas Division, LLC ("Constellation")
Utility: DTE Gas Company

Natural Gas Supply Pricing: For the Initial Term, I will pay multiplied by my Accounts' metered usage. Constellation's supply price does not include any applicable taxes or Utility distribution charges.

Term of Contract and Renewal: My natural gas supply service from Constellation will start on the first available meter read following successful enrollment and continue for 12 billing cycles ("Initial Term"), unless terminated pursuant to the terms of this Contract. Initial enrollment can take up to two months to complete.

60 days prior to the end of the Initial Term or Renewal Term, Constellation will send me a contract expiration notice and may offer to renew for another term ("Renewal Term"). This notice will include, without limitation, the new product, pricing, the length of the Renewal Term, and any other changes to the terms and conditions ("Offer"). I will have 10 days from the date of the Offer to reject the Offer. Otherwise, the Offer will be deemed accepted by me without the need for further signature or other affirmative action by me. If I reject the Offer in the manner directed in the Offer, my Accounts will be returned to Utility service at the end of the current term.

Early Termination Fee: $25 for residential contracts of one year or less; $50 for residential contracts longer than one year; $150 for small commercial contracts (less than 500 Mcf) of one year or less; $250 for small commercial contracts longer than one year;

During any time in which I am receiving a monthly variable price under month-to-month service, I may terminate this Contract at any time without penalty.

Billing: Utility Billing

Right to Cancel: If I am a commercial customer using less than 500 Mcf per year or a residential customer, I may cancel this Contract within 30 days of the date I sign the Contract without penalty or termination fee by contacting Constellation using the contact information below. **IF I AM A COMMERCIAL CUSTOMER USING MORE THAN 500 MCF PER YEAR, I AGREE TO WAIVE MY 14 DAY RIGHT TO CANCEL THIS CONTRACT WITH NO TERMINATION FEE.**

Deposit or Other Fees for Switching to Constellation: Constellation does not charge or collect a deposit or switching fees to switch to Constellation's service. My current supplier and/or the Utility may charge such fees.

Guarantee Period: I may terminate this Contract without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying Constellation that I would like to return to Utility service. Upon my termination of this Contract during the Guarantee Period, my Accounts will be returned to Utility service on the next available meter read date and will remain responsible for payment for natural gas supply and related costs and charges incurred under this Contract. Any incentives Constellation may offer to me in connection with entering into this Contract require my Account to be active and in good standing at the time the incentive is fulfilled.

Savings: Savings are not guaranteed.

Constellation's Contact Information:
Physical Address: P.O. Box 4911, Houston, TX 77210-4911
Telephone: (855) 465-1244
Website: www.constellation.com
Email: feedback@constellation.com

Michigan Public Service Commission's Contact Information: Telephone: 1-800-292-9555. Website: www.michigan.gov/mpsc.

Utility's Contact Information: Telephone: 1-800-947-5000

Payments to Certain Third Parties: N/A

Customer Acknowledgement:I acknowledge that I am the account holder or legally authorized person to execute a contract on behalf of the account holder. I understand that by signing this Contract, I am switching the gas supplier for this account to Constellation. I understand that gas purchased for this account by Constellation will be delivered through the local utility's delivery system. The account holder, or the person who signed this contract on behalf of the account holder, has thirty (30) days after today to cancel this contract for any reason through written or verbal notification to Constellation.

General Disclosures: Constellation is an independent seller of natural gas supply service. Constellation does NOT represent or act on behalf of the Utility, governmental bodies or consumer groups. The prices of Constellation are not regulated by the Michigan Public Service Commission. I do not have to buy Constellation natural gas supply or any other product in order to receive the same quality regulated service from the Utility. The Utility remains responsible for the delivery of gas to my premises and will continue to respond to any service calls and emergencies. Switching to Constellation will not impact my natural gas distribution services. I will receive written confirmation from Constellation within 7 days of date I enter into this Contract confirming the Contract. I may purchase natural gas supply service from an alternative retail natural gas supplier, such as Constellation, or from the Utility.

Along with your Terms and Conditions, please retain this Gas Customer Choice Contract for your records.
Please see the Terms and Conditions for additional details of the transaction.

NATURAL GAS PURCHASE AND SALE TERMS AND CONDITIONS

1. **Purchase of Natural Gas Supply:**Constellation NewEnergy - Gas Division, LLC ("Constellation") agrees to sell and the customer identified during the enrollment process ("you") agree to buy your full requirements of natural gas supply and any other service identified in the Gas Customer Choice Contract for the accounts identified during the enrollment process ("Accounts") in the utility territory identified on the Gas Customer Choice Contract ("Utility") in accordance with the terms of these Natural Gas Purchase and Sale Terms and Conditions and the Gas Customer Choice Contract provided herewith (collectively, this "Contract"). The "Effective Date" is the date agreed to by both you and Constellation. Both you and Constellation may be referred to herein as a "Party" and, collectively, you and Constellation may be referred to as the "Parties". The Utility will continue provide utility services to you such as delivering your natural gas to you, reading your meter, making distribution system repairs and responding to emergencies.

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2. **Term and Renewal:** This Contract shall become binding on the Effective Date and the obligations of Constellation to sell and schedule natural gas for the Utility's delivery to the Accounts and your obligations to purchase, take and pay for natural gas supply for the Accounts shall be for the Term identified in the Gas Customer Choice Agreement (subject to successful enrollment by the Utility and Section 6 below). This Contract may also be renewed as described in the Gas Customer Choice Contract.

3. **Pricing:** For the Initial Term, the Pricing shall be described in the Gas Customer Choice Contract, which does not include the Utility's delivery charges or any applicable taxes. 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 transportation rate changes) 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, pipeline or Utility 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 increased Pricing or as a separate line item or invoice. Constellation may also terminate this Contract in the event of any such increase or change.

4. **Billing, Payment and Credit:** If Utility Billing was noted in the Gas Customer Choice Contract, you will be invoiced for Constellation's charges and the Utility's delivery charges by the Utility on the invoice(s) you receive from the Utility. Such billing and payment shall be subject to the applicable Utility rules regarding billing and payment procedures. Constellation's charges or credits not invoiced through the Utility shall be invoiced directly by Constellation. If Constellation Billing is noted in this Contract, you shall pay within twenty (20) days from the invoice date. Payments not received by Constellation by the due date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at the lesser of 1.5% per month or the maximum amount allowable by law. You agree to pay Constellation's costs incurred in collecting amounts owed to Constellation, including reasonable attorneys' fees and returned check charges. If you fail to pay your invoices on time, you authorize Constellation to report such failures to one or more credit reporting agencies. Consistent with applicable law, Constellation uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Constellation to perform a credit check on you. Constellation may correct or cause the Utility to correct previous invoices in the event of invoicing errors.

5. **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 you at the Delivery Point and you 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 your 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 you or that Constellation passes through to you, relating to the sale, purchase or delivery of natural gas (whether in effect as of or after the Effective Date) imposed by any governmental entity. You must provide Constellation with any applicable exemption certificates.

6. **Rejection, Termination, and Remedies:** Constellation reserves the right to terminate this Contract for any non-payment of any amounts owed to Constellation under this Contract or any other default under this Contract by you with at least 14 days written notice. In addition to non-payment, Constellation also reserves the right to reject your enrollment or terminate this Contract for the following defaults: you (a) fail to meet or maintain satisfactory credit standing as determined by Constellation; (b) fail to meet minimum or maximum threshold consumption levels as determined by Constellation; (c) your natural gas usage changes materially, as determined by Constellation; (d) fail to be eligible for Utility consolidated billing or the Utility's purchase of receivables program, if applicable; (e) rescind your authorization detailed in the "Information Release" section below; (f) attempt to assign this Contract without Constellation's consent; or (g) provide any false, inaccurate or misleading information to Constellation or the Utility. You may terminate without an early termination fee ("Permitted Termination") (1) during and as explained in any applicable "Guarantee Period" identified in the Disclosure Statement, or (2) as explained in the "Early Termination Fee" section in the Disclosure Statement, or (3) if you're a residential customer, if you move. You may terminate this Contract at any time; provided, however, if you terminate for any reason other than the Permitted Terminations, or if Constellation terminates this Contract as a result of your default, Constellation may charge an early termination fee in the amount detailed in this Contract. The Parties agree that damages would be difficult to quantify upon a default and further agree that the early termination fee is not a penalty.

7. **Limitations:** Neither Constellation nor any of its affiliates shall be liable for any damages or claims for matters within the control of the Utility, which include maintenance of natural gas supply distribution lines and systems, service interruptions, loss or termination of service, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. **ALL NATURAL GAS SUPPLY SOLD HEREUNDER IS PROVIDED "AS IS", AND CONSTELLATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS CONTRACT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES AND, FURTHER, IN NO CASE SHALL CONSTELLATION'S LIABILITY EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS.**

8. **Force Majeure:** Causes and events out of Constellation's reasonable control ("Force Majeure Events") may result in interruptions in service. Constellation will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. Constellation is not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; nonperformance by the Utility, including, but not limited to, a Utility constraint situation; curtailment, disruption or interruption of natural gas distribution or supply; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

9. **Information Release:** You authorize Constellation to obtain information from the Utility related to the Accounts including without limitation account name, account number, billing address, service address, telephone number, standard offer service type, historical natural gas usage, rate classification, meter readings, characteristics of natural gas supply, and billing and payment information. You authorize Constellation to release such information to third parties and to Constellation's affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to Constellation at contact information provided.

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10. **Dispute Resolution and Class Action 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) 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 CONTRACT AS 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. To initiate informal dispute resolution, contact our customer care department in one of the ways identified in this Contract. Constellation will assign someone to attempt to resolve the dispute.

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 arbitration 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 provision are for the court to decide. This dispute resolution provision 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 AGREEMENT 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 your applicable state Commission.

11. **Miscellaneous:** Contact information for Constellation, the Utility and the applicable state Commission is provided in this Contract. The Contract shall be governed by and construed in accordance with the laws of the State where the Account(s) reside, without regard for the conflicts of law provisions thereof. Subject to regulatory approvals and any required notice from Constellation, Constellation may assign this Contract without your consent. You may assign this Contract only with Constellation's prior written consent. The Contract (including without limitation the Accounts and other information identified during the enrollment process) shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Contract shall only be amended in a writing signed by both Parties or in accordance with the Renewal process identified herein. The individual undertaking the enrollment process on your behalf warrants that he or she is authorized to (a) enter into this Contract on your behalf, (b) make decisions with respect to the Accounts, and **(c) enroll with and change the Accounts' natural gas supplier to Constellation**. You should contact the Utility in the event of a natural gas emergency at the phone numbers identified in this Contract. Future correspondence may be sent by Constellation to you via first class mail, postcard, and/or electronic mail.

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