Constellation

Disclosure Statement

Thank you for choosing Constellation as your natural gas provider. Constellation provides this Disclosure Statement as required by the Georgia Public Service Commission. This Disclosure Statement, together with Constellation's Terms and Conditions of Service, describe the terms of our agreement.

You shall have a three-day right of rescission following the receipt of this Disclosure Statement at the time of initiating service or when informed of a change in terms or conditions. You, the consumer, may cancel in writing or electronically by contacting Constellation. You will not be charged a fee to exercise this right.

Your service will begin with the meter reading on the date Atlanta Gas Light ("AGL") initiates service, and will run for the term shown below.

Customer Information:

Utility Account Number:
Customer Name:
Service Address:

Rate Plan and Pricing Information:

Your Rate Plan: Fixed Rate Plan
Rate per Therm: 59.90 ¢/Therm
Deposit Required*: $
Term of Agreement*: 24 Months
Term Start Date: 12/2026
Term Expiration Date: 12/2028
Early Termination Fee*: $150.00

Customer Charges: $7.95 per billing cycle (Applies to all Rate Plans)

**For Fixed Rate Plans Only*

Pricing: The rate per therm covers the cost of buying, storing, and transporting gas through interstate pipelines, as well as Constellation's operating costs. Your rate per therm does not include state and local taxes, charges imposed by AGL for delivery, or Constellation's customer charges for each billing cycle. You will be responsible for such charges. Your customer charges will not exceed the amount stated above during the term of your agreement.

Fixed Rate Plans: Your rate per therm will be fixed at the rate shown above for the term of our agreement. At the end of this term, unless you select another rate plan or choose to terminate service, your rate plan will roll to the available Variable Rate Plan offered at that time or, at its option, Constellation may automatically renew your service to another Fixed Rate Plan for a term not to exceed the term of your then current Fixed Rate Plan.

At our option, Constellation may offer a Flat Bill Plan. If you select this plan, in lieu of a fixed rate per therm, you will instead pay a fixed monthly Customer Charge for your gas consumption that is based on historical usage at your premises. If your usage exceeds the historical usage level for two consecutive months by more than 15%, after adjustment for weather, you may be converted to our Variable Rate Plan and pay for the excess usage over the 15% threshold at our variable rate. For a bill cycle of less than 27 days, the Customer Charge will be prorated based on a 30 day bill cycle.

If you have a Fixed Rate Plan that is approaching its expiration date, or at any time Constellation proposes to change its terms of service in any type of agreement, you will receive written notification from us prior to the date of expiration of or change to the agreement. Constellation will explain your options to you in this advance notification.

You may be charged an early termination fee if you switch to another marketer or terminate your Fixed Rate Plan prior to its expiration.

Variable Rate Plan: Your rate per therm may change each billing cycle in response to changing market conditions. If you are in a Variable Rate Plan, the term of our agreement is month to month and you may terminate service at any time. Upon request, you may convert your Variable Rate Plan to a Fixed Rate Plan, if available.

Credit and Deposits: Constellation reserves the right to perform a credit check on all customers enrolling for or renewing service. Constellation may require a deposit not to exceed $150 for residential customers (customers who primarily use gas for personal, family, or household purposes). Deposits for non-residential customers (any customer who purchases gas for purposes other than residential use) will not exceed 20% of the

customer's annual estimated bill. If you do not pay a required deposit, Constellation may refuse or terminate service. A deposit will be refunded or credited to your account after six months of good payment history, but may be reinstated if your payment history changes.

Services Provided by AGL: AGL will distribute your gas, read your meter, and provide emergency services. Constellation will calculate your bill based on AGL's meter reading. If AGL does not provide all information required to generate a bill in a timely manner you will receive an estimated bill. Constellation will not send an estimated bill for more than two consecutive billing cycles.

Billing Cycle and Payment: You will be billed monthly. Payment of your monthly bill from Constellation is due in full on or before the due date shown on such bill. You may pay your bill by:

- Check or money order by mail. Please allow five (5) days for mail delivery of payment.
- Electronic Funds Transfer. At its option, Constellation may allow a bank draft payment plan which automatically withdraws from your financial institution the amount due.
- Credit Card Payment. At its option, Constellation may allow payment by credit card.
- Cash Payment. Constellation will have designated pay stations established to process cash payments. Call Constellation or visit its website at www.Constellation.com to locate the pay station nearest you.

If your payment is not received within five (5) days after your payment due date you may be assessed a late fee of the greater of $10 or 1.5% of the past due balance. A late fee will not be applied if the past due balance is less than $30. You will be charged a fee of $25 for any payment to Constellation that is not honored in its full amount, including insufficient funds associated with an electronic draft payment or credit card payment. You will also be responsible for Constellation's costs in collecting overdue payments.

Some customers may qualify for the Department of Human Resources LIHEAP energy assistance program. These customers are responsible for any amount billed that is not covered by the monthly assistance payment. If you are having difficulty paying your natural gas bill in the winter months you may seek assistance from the Department of Human Resources at 800-869-1150 or call Constellation for the energy assistance office in your area.

Budget Billing: At its option, Constellation may offer Budget Billing, which allows customers to receive bills in the same amount for each billing cycle based upon usage history and other factors. Under this plan, your monthly payment will be established by estimating your annual costs for natural gas for the upcoming year based on your previous bills and what Constellation expects your future energy costs to be under your then current rate plan. At least once a year or when you terminate Service, Constellation will calculate the difference between what you have already paid and what your actual energy costs have been during the year based on your rate plan. If you have paid more than what your rate plan would otherwise require, Constellation will make an appropriate adjustment to future bills, or credit your charges by such amount. If you have underpaid, Constellation will adjust the amount of your future bills or send you a separate bill for the difference.

Budget Billing Plans are subject to the same termination and renewal provisions set forth above for Fixed Rate Plans.

Termination and Disconnection: If we have not received payment within forty-five (45) days of your billing date, your service may be disconnected. You will be given notice before disconnection occurs. Notice delivered by mail to your last known mailing address shall constitute notice under this agreement. We will not disconnect your service sooner than fifteen (15) days after this notice. We will not disconnect your service until we have offered at least one reasonable payment arrangement in writing. We will not disconnect service for the nonpayment of a bill that was not sent you in a timely manner. We will not disconnect you if we are not your current marketer. We will not prevent you from obtaining distribution and commodity sales service from another marketer or provider. We will continue to seek payment of your debt and reserve the right to report information about that debt to credit bureaus and other agencies. If your service is disconnected or interrupted for non-payment, you will be required to pay all past due amounts and may be required to furnish a deposit for service reconnection.

If you are turning on natural gas service for the first time in a new location or after a seasonal (or other) disconnection, you may be charged a connection fee of up to $50.00, in addition to any charges assessed by AGL.

Cancellation: Any termination shall be effective as of the next meter reading. You are responsible for all charges incurred up to your final meter reading, including any special meter reading charges assessed by AGL, if necessary to effect the termination. You may cancel your Service with Constellation without charge if you (i) relocate out of the AGL delivery area, (2) relocate within the AGL delivery area and retain service with Constellation, or (3) relocate to a different delivery group within AGL and your fixed rate is not offered by Constellation in the new delivery group. Constellation will not charge a cancellation fee if you are a low-income residential consumer seeking service for the first time from the regulated provider.

Contact Information: You may contact Constellation by writing us at Constellation Energy, PO Box 4911, Houston, TX 77210-4911, by sending an email to customercarega@Constellation.com, or by calling toll-free 877-677-4355.

If there is a problem that is not resolved to your satisfaction by Constellation, you may contact the Georgia Public Service Commission at 1-800-282-5813 (outside metro Atlanta), (404) 656-4501 (inside metro Atlanta) or online at www.psc.state.ga.us .

IN THE EVENT OF AN EMERGENCY, YOU SHOULD CALL 911 OR AGL AT 877- 427-4321.

Please keep this information for future reference.

Constellation NewEnergy - Gas Division, LLC
TERMS AND CONDITIONS OF SERVICE

These "Terms and Conditions of Service," together with the Disclosure Statement, represent a complete statement of the agreement between Constellation NewEnergy - Gas Division, LLC ("Constellation") and you, the customer. By accepting service from Constellation, you agree to be bound by the following Terms and Conditions of Service.

1. Customer Representations:

You have selected Constellation to supply the natural gas you need for your home or business. In so doing, you acknowledge that you are eighteen years of age or older and fully authorized to enter into this agreement. You understand that this agreement switches your natural gas supplier and authorizes Constellation to enroll your account(s) with Constellation for your natural gas supply and to undertake whatever steps necessary to accomplish your switch.

When you enroll to purchase natural gas from Constellation, you are agreeing to purchase gas from Constellation for a particular location. If you wish to purchase natural gas at another location, you may need to enroll separately for the other location. You understand that switching natural gas suppliers is not mandatory and that Constellation is not the utility or governmental agency.

You understand that Constellation has appended its Disclosure Statement, which describes your particular rate plan, effective date of your service, term of agreement, and other pertinent information, to these Terms and Conditions of Service.

2. Special Notice of Consumer Rights:

This agreement is subject to the Natural Gas Consumers Relief Act as implemented by the Georgia Public Service Commission ("GPSC") and other laws and regulations applicable to natural gas marketers certificated by the GPSC. Constellation will apply these terms in a fashion consistent with those laws and regulations, including limitations on customer fees and deposits and provisions for the return of deposits. In addition, customers may utilize the dispute resolution process required by the GPSC pursuant to its implementation of the Natural Gas Consumers Relief Act.

3. Services Provided by AGL:

Atlanta Gas Light ("AGL") will continue to distribute your gas, read your meter, and provide emergency services. Your supply will begin on the day that AGL switches your account to Constellation and will continue for the term indicated on your Disclosure Statement. There may be delays before AGL switches your account that are beyond the control of Constellation.

Constellation sells only the quantity of gas delivered to your AGL gas meter as determined by AGL. Constellation's obligation to sell a quantity of gas will be limited to your historic gas usage and patterns of use with reasonable variances. Constellation will use reasonable efforts to adjust deliveries if your usage changes, but Constellation may cancel this agreement if your usage of gas changes materially, as determined by Constellation.

4. Pricing Plans:

Price - The plan you have selected is indicated on your Disclosure Statement. Below are details regarding each plan type.

FIXED RATE PLAN: If you have chosen a Fixed Rate Plan, the rate per therm on your Disclosure Statement does not include any applicable state and local taxes, or any charges imposed by AGL for delivery and does not include the monthly Customer Charge specified in your Disclosure Statement, which will be charged in addition to the rate per therm. For a bill cycle of less than 27 days, the Customer Charge will be prorated based on a 30 day bill cycle. Rates and customer service fees may also change for any renewal periods as stated in the applicable renewal offer. You are responsible for all such charges. If you are turning on natural gas service for the first time in a new location or after a seasonal (or other) disconnection, you may be charged a connection fee of $50.00, in addition to any charges assessed by AGL. Your rate for service is fixed at a rate per therm as shown in your Disclosure Statement for the term of our agreement . Both the rate and the term of your agreement will be as expressly stated on your Disclosure Statement.

At the end of this term , unless you select another fixed rate plan or choose to terminate service, your rate plan will roll to the Monthly Variable Rate (described below) or, at its option, Constellation may automatically renew your service to another Fixed Rate Plan for a term not to exceed the term of your then current Fixed Rate Plan. However, if you are automatically renewed to a new Fixed Rate Plan, you will not be subject to an early termination fee during the first ninety (90) days of your new term. At least 60 days prior to the expiration of your then current Fixed Rate Plan, you will receive advance written notice of your options at the end of your term, including notice that you may request service from another marketer. You will receive a second notice no less than 25 days prior to the expiration of your then current Fixed Rate Plan and be advised that your service will be

automatically continued by Constellation unless you select service from another marketer. You may be charged an early termination fee if you switch to another marketer or terminate your Fixed Rate Plan prior to its expiration. If you are renewed to the Monthly Variable Rate you will not be subject to an early termination fee while you remain on the Monthly Variable Rate.

MONTHLY VARIABLE RATE PLAN: The Monthly Variable Rate will be a per therm variable rate that that may or may not change at our discretion for each calendar month during which Constellation serves your accounts. You may obtain the Monthly Variable Rate for the current month by calling Constellation at 1-877-677-4355. The Monthly Variable Rate will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and utility pricing. The Monthly Variable Rate may include the following additional costs: balancing costs, transportation costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may or may not vary from month to month. The Monthly Variable Rate can be inherently volatile and may exceed available fixed rates, utility rates and other third party supplier rates, so consideration should be given to whether you would prefer a new fixed rate versus the potential volatility and increased costs of month to month variable rates. The Monthly Variable Rate for any calendar month will not exceed 150% of the Monthly Variable Rate for the preceding calendar month. The Monthly Variable Rate may be higher or lower than the price offered in the initial or any prior month. Savings are not guaranteed. Constellation's Monthly Variable Rate is posted on our website www.Constellation.com and is updated on the 5th of each month. At any time you are receiving a Monthly Variable Rate, you may convert to a Fixed Rate Plan, if available. The Monthly Variable Rate does not include any applicable state and local taxes, or any charges imposed by AGL for delivery and does not include the monthly Customer Charge specified in your Disclosure Statement, which will be charged in addition to the Monthly Variable Rate.

5. Budget Billing Plan:

At its option, Constellation may offer Budget Billing to customers on a Fixed Rate Plan or a Monthly Variable Rate Plan, which allows customers to receive bills in the same amount for each billing cycle based upon usage history and other factors. If Constellation offers and you elect a Budget Billing Plan, your monthly payment will be established by estimating your annual costs for natural gas for the upcoming year based on your previous bills and what Constellation expects your future energy costs to be under your then current rate plan. Approximately every three (3) months, Constellation may true up your account for usage and price adjustments, as applicable, to ensure that your payment amount remains consistent with the volume of gas you consume based on meter readings by AGL. At least once a year or when you terminate service , Constellation will calculate the difference between what you have already paid and what your actual energy costs have been during the year based on your rate plan. If you have paid more than what your rate plan would otherwise require, Constellation will make an appropriate adjustment to future bills, or credit your charges by such amount. If you have underpaid, Constellation will adjust the amount of your future bills or send you a separate bill for the difference.
Budget Billing Plans are subject to the same termination and renewal provisions set forth herein for Fixed Rate Plans. Budget Billing is not available for customers on a Fixed Monthly Bill Plan.

6. Credit Policy and Deposits:

Constellation reserves the right to perform a credit check on all customers enrolling for, renewing or reconnecting service. Your credit score will influence your customer service fee and, if required, the amount of your deposit. Constellation may require a recent twelve (12) month payment history from other utility service providers (e.g., electricity, telephone, or gas). Constellation may require a deposit, not to exceed $150 for residential customers (customers who primarily use gas for personal, family, or household purposes). Deposits for non-residential customers (any customer who purchases gas for purposes other than residential use) will not exceed 20% of the customer's annual estimated bill. If you do not pay a required deposit, Constellation may refuse or terminate service. A deposit will be refunded or credited to your account after six months of good payment history within sixty (60) days , but may be reinstated if your payment history changes.

7. Service Installation:

When you request service connection, we will open a new account number and schedule a time for AGL to turn on your service. Constellation will make its best efforts to facilitate a switch from another marketer, but will not guarantee that a switch request will be honored at the time it is requested. Customer switch requests that are received after the 15th of a month may not be facilitated by the first day of the following month. Constellation accepts no liability and waives no rights or privileges if a customer switch request, initiation of service or disconnection cannot be facilitated as requested.

8. Rescission Right:

You shall have a three-day right of rescission following the receipt of your Disclosure Statement at the time of initiating service or when informed of a change in terms or conditions. You will not be charged a fee to exercise this right. You may cancel this agreement by contacting Constellation in writing or electronically using the contact information provided in the Disclosure Statement.

9. Guarantee Period for Residential Customers:

If you are a residential customer and have chosen a Fixed Rate Plan, you may terminate this agreement without incurring an early termination fee within 90 days after entering into it (the "Guarantee Period") by notifying Constellation in writing or by calling our customer care center at 1-877-677-4355. Upon your termination of this agreement during the Guarantee Period, you will remain responsible for payment for natural gas and related costs and charges incurred under this agreement until you are switched to another marketer. Any incentives we may offer in connection with you entering into this agreement will be provided to you after the Guarantee Period has expired without you terminating this agreement.

10. Billing and Payment:

You will be billed monthly. Payment of your monthly bill from Constellation is due in full on or before the due date shown on such bill. You may pay your bill by:

- Check or money order by mail. Please allow 7-10 days for mail delivery of payment.
- Electronic Funds Transfer. At its option, Constellation may allow a bank draft payment plan which automatically withdraws from your financial institution the amount due. Please contact Constellation using the contact information provided below to find out if this option is available to you.
- Credit Card Payment. At its option, Constellation may allow payment by credit card. For more information, please go to http://www.constellation.com/residential/pages/payment-options.aspx
- Cash Payment. Constellation will have designated pay stations established to process cash payments. Call Constellation to locate the pay station nearest you.

Constellation reserves the right to add, change or terminate payment options at any time.

If Constellation does not receive payment within five (5) days after the payment due date you may be assessed a late payment fee of the greater of $10 or 1.5% of the past due balance. A late fee will not be applied if the past due balance is less than $30. You are also responsible for all costs incurred by Constellation in collecting overdue payments.

If you think your bill is incorrect, you must notify Constellation in writing or by calling our customer care center. You may withhold the specific amount in dispute but must pay the undisputed balance by the due date specified on your bill. The disputed portion of the bill will not incur any late fees or be subject to collection procedures during the investigation. If you receive a bill that undercharges or fails to charge for legitimate services, you will be given at least ninety (90) days from the date a corrected bill is rendered to pay the corrected amount. During this period, you will not be charged interest, late charges, or penalties.

You will be charged a fee of $25 for any payment to Constellation that is not honored in its full amount, including insufficient funds associated with an electronic draft payment or credit card payment. An administrative fee of $15 will be assessed to you if you receive a Shut-Off for Non-Payment notice when you have received six (6) or more such notices from Constellation in the past 12 months.

Constellation will make available, upon request, prints of past bills sent to you in the last 12 month period. Constellation reserves the right to charge a $10 fee per request for this service.

Constellation will post payments to your account in a timely manner. Constellation will retain any refunds owed to former natural gas customers in an amount less than $2.00. Constellation will likewise not pursue collection of account balances less than $2.00. Constellation may, at its discretion, retain credit balance refunds in instances where customers have multiple accounts of record and outstanding balances. Withheld refunds may be applied to gas accounts with outstanding balances.

11. Contact Information:

To contact Constellation for any reason, including a problem with a bill, you may call 1-877-677-4355 Monday through Friday from 8am to 6pm eastern prevailing time . Constellation may record and disclose telephone conversations with you. We can be reached by email at customercarega@constellation.com. If there is a problem that is not resolved to your satisfaction by Constellation, you may call the Georgia Public Service Commission ("GPSC") at 1-800-282-5813 (outside metro Atlanta) or (404) 656-4501 (inside metro Atlanta).
IN THE EVENT OF AN EMERGENCY, YOU SHOULD CALL 911 OR CALL AGL AT 1-877-427-4321.

12. Termination and Disconnection:

Your agreement with Constellation may be terminated as follows:

- **Residential Customers - Termination**: You may cancel your agreement with Constellation at any time by notifying Constellation at 1-877-677-4355, or at the contact information on your Disclosure Statement. If you are under a Fixed Rate Plan or a Flat Monthly Bill

Plan and terminate your agreement before the end of its term, you may be required to pay an early termination fee of $150. You will not be charged an early termination fee if you have rolled to a variable rate. You may also be charged switching and other charges assessed by AGL. Constellation will not charge an early termination fee if (i) you qualify as a low-income residential customer seeking service for the first time from a regulated provider, (ii) if you terminate service to relocate to another residence and do not change marketers, (iii) if you relocate out of the AGL delivery area, or (iv) if you relocate to a different delivery group within AGL and your fixed rate is not offered by Constellation in the new delivery group.

- **Commercial Customers - Termination**: You may cancel your agreement with Constellation at any time by notifying Constellation at 1-877-677-4355. If you are under a Fixed Rate Plan and terminate before the end of its term, you may be required to pay an early termination fee equal to the greater of (i) $150, or (ii) an amount determined by multiplying (a) the estimated amount of gas not consumed during the remainder of the term based upon historical consumption by (b) the excess, if any, between the Fixed Rate and the rate at which Constellation can sell gas at the time of such termination. You may also be charged switching and other charges assessed by AGL.

- **Disconnection**:

  - If we have not received payment within 45 days of your billing date (including payment of a final bill for service rendered at a different metering point), Constellation may cancel your service and exercise any other rights it may have, including but not limited to disconnecting your service. You will be given written notice before disconnection occurs. Notice in writing delivered by mail to the service address and/or your last known mailing address shall constitute notice under this agreement. We will not disconnect your service sooner than 15 days after this notice, and you will have the opportunity to pay the balance required to avoid disconnection during this fifteen 15 day period. We will not disconnect your service until we have offered at least one reasonable payment arrangement in writing, and will make a good faith effort to contact you at least 2 days prior to the proposed disconnection date. We will not disconnect service for the nonpayment of a bill that was not sent to you in a timely manner. We will not disconnect you if we are not your current marketer. We will not prevent you from obtaining distribution and commodity sales service from another marketer or provider. We will continue to seek payment of your debt and ten 10 days after your service is disconnected, your account may be sent to a third-party collection agency for further action. We reserve the right to report information about that debt to credit bureaus and other agencies. If your service is disconnected or interrupted for non-payment, you will be required to pay all past due amounts and may be required to furnish a deposit for service reconnection.

  - If you are a residential customer, we will not disconnect your service due to nonpayment of a bill if you have a serious illness which would be aggravated by said disconnection, provided that you notify either Constellation or AGL of this condition in writing, or orally with written notice within ten (10) days thereafter, and within ten (10) days of giving such initial notice you furnish to either Constellation or AGL a written statement from a physician, county board of health, hospital or clinic identifying the illness, its expected duration, and certifying that the illness would be aggravated by disconnection. In such event, the proposed disconnection shall be delayed until the earlier of (i) the end of the illness, or (ii) one month from the date of the initial notice. You may renew the postponement period one additional time by following the same steps.

  - If you are a residential customer, we will not disconnect your service due to nonpayment of a bill between November 15 and March 15 if:
    - You agree in writing to pay the past-due balance in equal installments for a maximum duration beginning with the first billing period after March 15 and concluding prior to the following October 15 (provided you comply with such agreement); and
    - You agree in writing to pay all bills by their due date for current service received after said agreement (provided you comply with such agreement); and
    - The forecasted local low temperature for a 48 hour period beginning at 8:00 am on the date of the proposed disconnection is below 32° Fahrenheit.
  - You have the right to switch once a year without incurring AGL's switching charge of $7.50. Switching and any additional charges assessed by AGL may be charged to you. It may take up to two or more billing cycles to enroll or terminate your service. You are responsible for paying for the gas you consume during any period prior to the start of service with AGL or another provider.

- **Timing and Effect of Termination**: Any termination shall be effective as of the next meter reading. You are responsible for all charges incurred up to your final meter reading, including any special meter reading charges assessed by AGL, if necessary to effect the termination.

13. Changes to Terms and Conditions and Renewal:

Constellation reserves the right to change its Terms and Conditions of Service at any time. Any changes by Constellation to its Terms and Conditions of service will be made by notice to you in writing. 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 Agreement. If there is a Change in Law which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement. If you are on a Fixed Rate Plan and the expiration date of such agreement is approaching, or at any other time Constellation proposes to change its terms of service under any type of rate plan agreement, Constellation will provide written notice of such changes at least two (2) billing cycles, or sixty (60) days, prior to the date the changes are effective and explain your options to you. Notice or billing delivered by mail to the service address and/or your last known mailing address shall constitute adequate notice and billing under this agreement.

14. Dispute Resolution; 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) 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 AGREEMENT 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 Agreement 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 at 1-877-677- 4355. 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 Agreement, 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 Agreement 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 AGREEMENT 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 Agreement.
G) Nothing in this Agreement shall impair your right to make an informal or a formal complaint to your applicable state Commission.

15. Limitation of Liability:

Constellation is selling you a commodity that is produced, stored and transported by other businesses. Constellation makes no representations or warranties other than those expressly stated in these terms and conditions. Constellation expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose. The natural gas that Constellation markets will meet applicable industry quality standards. You agree that neither Constellation nor any of its affiliates or subcontractors will be liable for any damages or claims for

matters within the control of AGL – controlled distribution system, which include maintenance of pipelines and systems, service interruptions, loss or termination of service, deterioration of natural gas supply services, meter readings or injury to persons or damage to property caused by the delivery or 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 due to any failure or delay in enrolling you with AGL. Constellation's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will Constellation or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this contract.

16. AGL Fees:

Constellation will deliver your natural gas to AGL's distribution system. If you have chosen a Fixed Rate Plan or a Monthly Variable Rate Plan, you are responsible for all AGL delivery costs (including taxes and other fees) related to the delivery of natural gas to you by AGL. If you have chosen the Flat Monthly Bill Plan, AGL delivery costs are included in your Flat Monthly Bill amount.

17. Force Majeure:

Constellation does not transmit or deliver natural gas and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under your supply contract caused by a Force Majeure Event. We are 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 AGL's system; curtailment; non-performance by AGL, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

18. Information Release Authorization:

Throughout the term, you authorize Constellation to obtain information from AGL that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, if charges hereunder are included on your AGL bill, billing and payment information from AGL. 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. These authorizations shall remain in effect as long as this agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to reject your enrollment or terminate this agreement in the event these authorizations are rescinded

19. Governing Law:

These Terms and Conditions of Service are governed by the laws of the State of Georgia, including the laws applying to the goods and the applicable provisions of the Uniform Commercial Code as adopted by the State of Georgia.

20. Miscellaneous:

These Terms and Conditions of Service and your Disclosure Statement constitute our complete agreement and can be assigned by Constellation without your consent. Constellation may assign, subcontract or delegate all or any part of its rights and obligations under this agreement, upon thirty (30) days advance notice. You have the right to terminate this agreement within thirty (30) days following the effective date of any such assignment or transfer without incurring an early termination fee, Constellation may ask commercial customers for credit enhancements or adequate assurance of their ability to perform their obligations under this agreement, which enhancements or assurance must be provided within 30 days. This agreement is subject to any future legislation, orders, rules or regulations or AGL tariff or policy changes. Except with respect to Constellation's affiliates and subcontractors under the "Limitation of Liability" section, there are no third party beneficiaries of this agreement. Any payments due under this agreement, and all provisions relating to the payment and collection thereof, and the provisions contained in the "Limitation of Liability" and "Dispute Resolution; Class Action and Jury Trial Waiver" sections above, will survive expiration or termination for any reason.