

Natural Gas Governmental Aggregation Programs Frequently Asked Questions

(Norton - September 2014 Update)
Supplier: Constellation 800-718-1493

Who is the natural gas supplier for the City's program?

Constellation Energy Gas Choice (Constellation) was selected to serve our community's program for a 2 year program that begins with your December 2014 billing period. Constellation won a competitive bid process and was chosen as our program's supplier through the November 2016 billing period. Constellation is certified by the Public Utilities Commission of Ohio, and currently supplies customers and Governmental Aggregation Programs across Ohio.

What is my price for gas?

A low fixed rate of \$4.19/Mcf will take effect for your December 2014 through November 2016 billing periods. This rate compares very favorably to offers residents can find on their own and unlike many offers, our program has no penalty if you decide to leave early.

Why is this new rate longer than normal?

This summer's mild weather led to a drop in natural gas prices but the recent predictions for another colder-than-normal winter are already reversing that trend. We chose to set the rate for a 2 year period to provide longer-term protection against rising prices. Last year's "polar vortex" winter was a harsh reminder of how volatile natural gas prices remain. In the unlikely event that prices do drop below our program rate, members may leave free-of-charge at any time by simply contacting Constellation.

What is Governmental Natural Gas Aggregation?

Simply put, it's the entire community joining together to form one large buying group. By voting to allow an aggregation, residents allow their community to shop for natural gas on their behalf.

What are the benefits of Gas Aggregation?

When residents form one large buying group they have more buying power. The aggregation is in a better position to negotiate favorable pricing and supply terms than what could ordinarily be achieved by any one individual resident.

What are the different types of Aggregations?

In Ohio there are two types of Aggregations. A community may conduct an "Opt-Out" program or an "Opt-In" program. With Opt-Out programs, each eligible resident is automatically enrolled in the program unless they notify the supplier that they DO NOT wish to participate. With Opt-In programs, each resident must notify the supplier to actively enroll in the program. Opt-Out Aggregations are the most common types of aggregation programs, because they result in higher participation that usually results in lower rates.

How does a community become an Aggregator?

For starters, a community must obtain the approval of voters to form a natural gas aggregation program. Community leaders are then permitted to proceed through a series of steps to become certified by the Public Utilities Commission of Ohio as a Governmental Natural Gas Aggregator.

How do Opt-Out Aggregations work?

With the assistance of a PUCO certified consultant, a community seeks bids from Certified Retail Natural Gas Service Providers. A qualified bidder is selected to supply the aggregation with its gas for a set period of time. An "Opt-out" Notice is sent to each eligible community resident prior to the start of the aggregation. Each resident has 21 days from the postmarked date on the notice to contact the supplier to withdraw or "Opt-Out" of the program. After the 21-day period, any resident not opting out will be submitted to the utility company for enrollment in the program. The utility company will send notice of the pending enrollment to each participating resident. Each resident will then have 7 days to rescind their enrollment in the program by

contacting the utility company. After the 7-day rescission period, all participating customers are officially enrolled in the program. The new supplier will appear on your natural gas bill within one to two billing cycles after enrollment is verified by the utility.

Whom do I call if I have a problem with my natural gas service?

Dominion East Ohio (DEO) will continue to deliver your natural gas and maintain the pipeline system that brings it to your home or business. You will continue to call DEO 1-877-542-2630 for emergency repairs or gas leaks. For non-emergencies such as billing questions, service turn on or turn off, call 1-800-362-7557.

Will it cost me to join the program?

No. Enrollment in the program is free and you need not take any action. You only need to be eligible participate. Please refer to the eligibility criteria shown below.

Is everyone eligible for the program?

No, by law there are certain limitations on eligibility. All of the current participants in our community's program will receive a notice of the new program rates, terms and conditions and continue to be eligible. Newly eligible residents or businesses must be located within the community limits. Furthermore, they must have received an Opt-Out Notice from Constellation. Here are the criteria for new member eligibility:

1. Your local utility company must be Dominion East Ohio;
2. You must not have chosen a supplier on your own;
3. You must be a resident or business owner located within the community limits;
4. You must not be a PIPP (percentage of income payment program) customer;
5. You must not be in arrears on your bill payment; and
6. You must not be a mercantile customer (natural gas commercial accounts using over 500 Mcf/year).

When does the next program start?

Customer switching takes place when meters are read. Therefore, your start date will depend on when DEO reads your meter. Your service from Constellation is expected to begin with your December 2014 billing period.

How long is the program?

The community's Governmental Aggregation Program can go on indefinitely. This offer from Constellation is for two years and will end with your November 2016 billing period.

What if I don't want to participate?

While most residents will remain in, and benefit from Governmental Aggregation Programs, the choice is up to you. If you do not want to participate you will have 21 days in which to return a reply card to Constellation or call them toll free at 1-800-718-1493. If you fail to do that, Constellation will enroll you as a new customer. DEO will then acknowledge the enrollment and send you a confirmation letter reminding you of the pending switch. That letter will mention that you can cancel the switch by contacting DEO within 7 days.

Will I get two bills?

No. For your convenience, you will continue to receive only one bill from DEO. It will show DEO's delivery charges and the supply charge amount owed Constellation. DEO continues to read your meter, issue monthly bills and responds to all service calls.

Can I remain on budget billing?

Yes. If you are on budget billing you will remain on budget billing. (Note: DEO calculates your monthly budget amount each month by summing your total delivered gas cost on a rolling 12-month basis and dividing that total by average monthly usage in the same 12-month period.)

Can I exit this program without penalty?

Yes. A very attractive feature of our program is your ability to leave free of charge at any time for any reason. There are several "formal" opportunities to take yourself out of the program. First, when an offer is presented

you will have 21-days to opt-out by returning a card to Constellation or making a toll-free phone call. If you do not Opt-Out DEO will then send a confirmation notice giving you 7 more days to cancel the switch. Furthermore, by law, you will be able to leave without penalty at least every two years. If you would like to choose another supplier or return to the utility company supply, notify Constellation at 1-800-718-1493. If you leave the program it may take one to two utility billing cycles before the switch appears on your utility bill.

My friend lives in a nearby community and has a different rate from Constellation than mine. Why?

Natural gas prices are highly volatile. Market rates change often and quickly. Price differences between communities will vary based primarily on the contract term and the dates on which pricing was secured for the community.

Can I enroll if I do not receive an Opt-Out Notice?

Yes. During the initial enrollment, any eligible resident that does not receive an Opt-Out Notice may contact Constellation directly at 1-800-718-1493 to enroll in the program.

Can I enroll after the initial enrollment period?

Constellation will always try to accommodate residents should they wish to enroll after the initial enrollment period. However, Constellation reserves the right to decline late enrollments depending on market conditions. If enrollment is still open you can sign up by calling Constellation.

Can I enroll even if I currently purchase my gas from another supplier?

Yes, however your supplier may charge an early termination fee. All residents should check the terms and conditions of their current contract for more information.

What happens if I'm part of the program and I move?

A resident moving within the same community can stay in the aggregation by providing Constellation with their new address. If a resident moves out of the community or does not provide Constellation their new address, their participation will end and no early termination fee will apply.

Is this related to our community's electric program?

The programs are similar but totally independent. The electric and gas programs have different suppliers and are on different time lines. You do not have to belong to one to participate in the other.

This sounds complex is our community qualified to handle such a program?

We have retained Independent Energy Consultants, Inc., a PUCO certified broker and aggregator of electric and natural gas, without using any taxpayer money. They have designed, implemented, and administered similar successful gas and electric programs that impact over 100 communities across Ohio. We will have their assistance and that of Constellation throughout the program.

How do I contact Constellation?

Constellation's customer service department is open from 8:00 am to 8:00 pm EST Monday through Friday. You may call them toll free at 1-800-718-1493 or visit their website at: www.Constellation.com.

These FAQs help but I still have a question?

If you have additional questions please call Constellation at 1-800-718-1493, weekdays, from 8:00 a.m. to 8:00 p.m. EST. For general information on natural gas deregulation in Ohio, you can also visit the Web Sites of the Ohio Consumers' Counsel (www.occ.ohio.gov), or the Public Utilities Commission of Ohio (www.PUCO.ohio.gov). **Please do not contact our offices. We are pleased to have made this program possible, but are not prepared to handle calls.**



An Exelon Company

P.O. Box 4911
Houston, TX 77210-4911

**Important information regarding the
City of Norton Natural Gas Program.**

Action to opt-in required by October 14, 2014.



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When will this program start?

This portion of the Natural Gas Program for the City of Norton will begin with your December 2014 billing cycle.

If your enrollment request is not received or accepted by DEO for your December 2014 billing cycle, then your service will begin on the next applicable meter reading date.

What is my rate?

The City of Norton has ensured that you will receive a natural gas commodity rate of \$4.19 per Mcf for your natural gas supply for your December 2014 – November 2016 billing cycles.

Is there a cost to enroll?

There is no enrollment fee to join the Natural Gas Program.

Am I charged tax on the natural gas I use?

Yes. County sales tax is assessed on the supply charges only. All natural gas users will pay their respective county sales tax regardless of supplier.

Who is Constellation?

Constellation's affiliates are leading suppliers of energy products and services to electric and natural gas customers in 47 states as well as Washington, D.C. We've been helping customers navigate competitive energy markets for as long as customers have had a choice of their energy supplier and have provided affordable, reliable energy to businesses nationwide for years.

Constellation's parent company, Exelon, is a FORTUNE 200 company with approximately \$33 billion in annual revenues.



Natural Gas Program FAQs



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Ohio Supplier License #02-021G(6)



It is our mission to supply you with energy in an easy and transparent process.

We have compiled a list of questions for customers along with our responses.

Who is eligible for the program?

1. Your local utility company must be Dominion East Ohio (DEO)
2. You must be a resident or business owner located within the city limits
3. You must not be a PIPP (percentage of income payment program) customer
4. You must not be in arrears on your DEO bill payment
5. You must not be a mercantile customer (natural gas commercial accounts using over 500 Mcf/year)

How do I enroll?

You must take one of the four steps shown in this letter to enroll in this program.

If you do not respond to this notification you will not be a program participant and will remain with your current natural gas service provider. In the event that you elect to participate, DEO will complete the enrollment process. Once DEO completes your enrollment, they will mail you an enrollment confirmation notice to inform you that your natural gas supply will be provided by Constellation.

What if I'm with another supplier and would like to join the City's program?

Please check your current supplier contract to determine if you will be charged a penalty for early termination.

Is budget billing available?

Yes. If you are interested in receiving budget billing, please contact DEO at 1-800-362-7557 to sign up for this billing plan. If you are currently on budget billing with DEO, it will continue even if you enroll in the City of Norton's Natural Gas Program.

Are there fees if I cancel early?

In the City of Norton Natural Gas Program, you have the ability to cancel your agreement at any time without an early termination fee.

Where do I send payment?

Send your payment to the same place that you do now. Constellation's commodity charges will appear as a line item on the bill you receive from DEO and you will continue to remit one monthly payment to DEO. Since DEO delivers the natural gas to your home or business, they continue to charge for delivery.

Who do I contact if I have additional questions about this offer?

If you have any additional questions about this offer, please contact Constellation's Customer Service Department at 1-800-718-1493, Monday through Friday from 8:00 a.m. to 8:00 p.m. EST (contact center hours subject to change).

To learn more about Constellation, visit constellation.com.

Who do I contact in the event of an emergency?

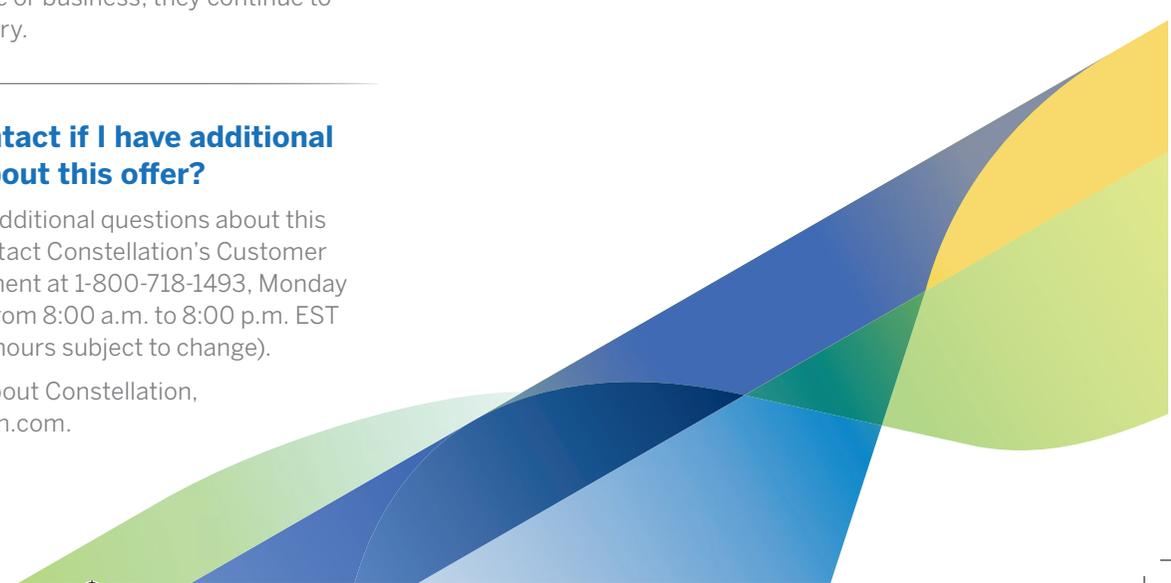
In the event of an emergency situation such as a natural gas leak, please contact your local natural gas utility as soon as possible. Your local natural gas utility will continue to respond to emergency service repairs and maintenance issues.

To find out more about Constellation visit www.constellation.com



Constellation.

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GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

1. Purchase and Sale of Natural Gas. Pursuant to your completed Enrollment Form and these General Terms and Conditions (the Enrollment Form and these General Terms and Conditions together constitute the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for the accounts ("Account(s)") listed on your enrollment form. Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

2. Term. This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of NOVEMBER 2014 (DECEMBER 2014 billing cycle). We will supply your Account(s) for an initial term that will extend through the month of OCTOBER 2016 (NOVEMBER 2016 billing cycle). If the City of Norton, OH Natural Gas Pricing Program continues beyond OCTOBER 2016 with Constellation as the supplier, this Agreement will automatically renew for the term of the new City of Norton, OH Natural Gas Pricing Program. In this case, Constellation will send you a notice of renewal including, but not limited to, notice of the new City of Norton, OH Natural Gas Pricing Program and any other changes. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

3. City of Norton, OH Natural Gas Pricing Program. Through October 2016 (November 2016 billing cycle), your price will be a fixed rate of \$4.19 per Mcf. **BY ENROLLING IN THIS PROGRAM, YOU HEREBY APPOINT THE CITY OF NORTON, OH AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT THE CITY OF NORTON, OH HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

4. Termination. You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (1) the requested service location is not served by the Utility, (2) you move outside the Utility's service area or to an area not served by Constellation, (3) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (4) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

5. Customer's Rescission Right. Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. Your Invoice. You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty four (24) months of your payment history for services rendered by Constellation without charge.

7. Switching. The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to pay such switching fee. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

8. Customer Service. For questions or complaints about our services, contact us at our Customer Care department by calling toll-free (800) 718-1493, weekdays between 8:00 a.m. and 8:00 p.m. Eastern Time, by e-mail at feedback@Constellation.com, online at www.constellation.com, or in writing at Constellation Energy Gas Choice, Inc., P.O. Box 4911, Houston, Texas 77210. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

9. Definitions: "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. **"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 natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Mcf, 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"** means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s).

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like 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 the charges described in this Agreement.

12. 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; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas 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

Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of 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.

14. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS 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. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. 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.

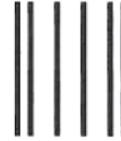
16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will **not rely, and have not relied**, on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. 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 disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

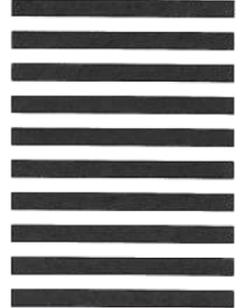
18. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected 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 and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) 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. 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. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is 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 ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. 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 and only to the extent we agree in writing to such alterations, additions, or modifications.

IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:

Utility Name	Utility Abbreviation	Contact Number
Dominion East Ohio (The East Ohio Gas Company)	DEO/EOG	(800) 362-7557



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