

Product Information Chart

Gas Product Name:	ClearValue
Product Description:	A month-to-month energy product that includes a variable Therm rate
Energy Type:	Traditional Energy Product
Agreement Term:	Month-to-month Variable Therm Rate Product
Monthly Base Charge:	None
Early Termination Fee:	\$0.00

1. AGREEMENT TO SELL AND PURCHASE NATURAL GAS:

This is an agreement between Clearview Electric Inc. dba Clearview Energy ("Clearview") and the Customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Clearview ("Agreement"). Clearview is licensed by the State of Maryland Public Service Commission ("PSC") and our license number is IR-2873. Subject to the terms and conditions of this Agreement, Clearview agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Clearview necessary to meet Customer's requirements based upon consumption data obtained by Clearview or the delivery schedule of the Local Distribution Utility ("LDU"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Clearview or the LDU's delivery schedule.

2. AGENCY: Customer designates Clearview as its agent for receiving customer billing information from LDU, and for procuring and scheduling the transmission and ancillary services necessary to deliver natural gas purchased by you to your utility system.

3. PRODUCTS AND RATES: ClearValue is a month to month variable Ccf rate product and is based on natural gas market pricing, transportation or transmission, and other market and business price related factors. This price may be higher or lower than your utility's price in any particular month.

4. BILLING AND PAYMENT: Customer will normally receive one bill each month issued by your utility. Unless otherwise provided herein, payment terms are governed by the terms of your utility tariff. All accounts, which are overdue, may be referred to a collection agency consistent with Maryland Law. Customer bill will be based on scheduled meter reading and and/or estimates provided by your utility. The parties agree to accept, for purpose of accounting for natural gas delivered under this Agreement, the quantity,

quality, and measurement determined by your utility. A \$30 fee will be charged for all returned payments.

5. TITLE AND TAXES: Under this Agreement, title to gas shall pass from us to you prior to delivery to Maryland. Our price does not include sales taxes or Utility fees or charges that may apply, and these charges generally will appear as a separate item on your bill. Customer shall reimburse Clearview for sales and other taxes.

6. TERM AND EARLY TERMINATION FEES: This Agreement shall continue until either party provides at least fifteen (15) calendar days' notice of its intent to cancel and until your utility completes the termination in accordance with its rules. There is no early termination fee and you may cancel your service at any time with a fifteen (15) day notice. Customer may cancel this Agreement at any time during the three (3) calendar days following receipt of this Agreement by calling Clearview at 1-800-746-4702.

7. ASSIGNMENT: Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Clearview. Clearview may sell, transfer, pledge, or assign the accounts receivables, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company, or other entity as authorized by the PSC.

8. CHOICE OF LAW: This Agreement shall be construed in accordance with and be governed by the laws of the State of Maryland with regards to the conflicts of law provisions thereof.

9. NO WARRANTIES: There are no warranties or representations other than those expressly set forth herein,

and no other shall be honored. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portion of this Agreement, which shall remain in full force and effect as if the part determined to be invalid has not been contained herein at the time of the execution of this Agreement. If at some future date there is a change in law, rule, or regulation, whereby Clearview is prevented or prohibited from carrying out the terms of this Agreement, then at the sole discretion of Clearview, this Agreement may be cancelled. If at some future date there is a change in a federal or state approved tariff affecting Clearview's cost to purchase natural gas required to provide your service, then, at the sole discretion of Clearview, this Agreement may be modified to reflect those cost.

10. **FORCE MAJEURE:** Except as otherwise set forth herein, force majeure is the only excuse for non-performance and all other excuses (at law or in equity) are waived. Except from payment obligations, a force majeure event will, upon notice, excuse both parties' performance during the event. "Force Majeure" means those events not reasonably anticipated on the effective date hereof and outside the control of the claiming party and include force majeure events associated with your utility or the commodity supplier or other used to deliver natural gas to customer's residence.
11. **LIABILITY:** The remedy in any claim or suit by Customer against Clearview will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either Clearview or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause or any liability or damages. There are no third-party beneficiaries to this Agreement.
12. **INDEMNIFICATION:** Customer is responsible to indemnify Clearview against any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the natural gas after its delivery to the Customer's residence.
13. **DISPUTE RESOLUTION:** In the event of a residential billing dispute or a disagreement involving Clearview's service hereunder, the parties will use their best efforts to resolve the dispute. Customer agrees first to contact Clearview in writing or by telephone and attempt to resolve all billing disputes or service problems directly.

All disputes regarding transmission, distribution, power outage, and bills from your utility should be directed to your utility. Customer may call the PSC if you are not satisfied after discussing your dispute with Clearview. PSC information is included below.

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15. **PROTECTION OF CUSTOMER RIGHTS:** Clearview hereby provides notice that its services are governed by the terms of this Agreement, the rules and regulations issued by your utility, and the PSC. Your utility transmission and distribution functions will continue to be regulated by the PSC. Natural gas service may be disconnected only by your utility and only in compliance with rules set by the PSC.
16. **CONTACT INFORMATION:**

Energy Supplier	Clearview Energy P.O. Box 130659 Dallas, TX 75313-0659 1.800.746.4702 www.ClearviewEnergy.com
Utility	Baltimore Gas & Electric Company (BGE) General Mailing: P.O. Box 1475 Baltimore, MD 21203 Payment Mailing: P.O. Box 13070 Philadelphia, PA 19101 For Customer Service: 1.800.685.0123 For Outages: 1.877.778.2222 www.bge.com
PSC	Maryland Public Service Commission (PSC) 6 Saint Paul St. 16th Floor Baltimore, MD 21202 1.800.492.0474 www.psc.state.md.us