

**Natural Gas Supply Agreement (New York)
Constellation NewEnergy - Gas Division, LLC**

DISCLOSURE STATEMENT

Fixed Price	_____per therm
Length of Agreement and End Date	Constellation will begin supplying your natural gas on the meter read date during the month of _____. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the next available meter read date after the utility processes your enrollment. The end date for Constellation's gas supply service will be _____ monthly billing cycles after service commences.
Process Customer may use to Rescind the Agreement without Penalty	None.
Amount of Early Termination Fee and Method of Calculation	The early termination fee will be equal to the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to Constellation if the opposite is the case. (See Section 11 of General Terms and Conditions for definitions.)
Amount of Late Payment Fee and Method of Calculation	Invoices not paid on or before the payment date will accrue interest daily on outstanding amounts from the payment date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.
Provisions for Renewal of the Agreement	Constellation will send you a notice of the conditions that will apply for the renewal period. Unless you terminate this Agreement at least 30 days before the end of the Term, the Agreement will automatically renew in accordance with the renewal terms and conditions. All contracts renew at a monthly variable rate if no renewal notice is sent.
Conditions under which Savings to the Customer are Guaranteed	None.

Name of Customer: _____ Date: _____

Customer Address: _____

Customer Contact: _____ Telephone: _____

Facsimile: _____ E-mail: _____

Customer Name	Service Address	LDC	LDC Account Number

Under the terms of this Natural Gas Supply Agreement ("Agreement"), Constellation NewEnergy - Gas Division, LLC ("Constellation") will supply to Customer and Customer shall purchase from Constellation 100% of Customer's natural gas needs for the accounts listed above. The utility will continue to deliver the natural gas supplied by Constellation. By signing below, Customer acknowledges that this Agreement is an agreement to initiate natural gas service and to begin enrollment with Constellation. This Agreement also includes the General Terms and Conditions attached hereto.

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TERM: Constellation will begin supplying your natural gas on the meter read date during the month of _____. If for some reason we are unable to begin serving during the month specified, the Primary Term will start on the next available meter read date after the utility processes your enrollment. This Agreement will continue until the end date specified in the Disclosure Statement above ("Primary Term"), unless the Agreement is renewed or terminated pursuant to the terms of this Agreement or any renewal notice from Constellation.

PRICE: This is a fixed price contract. The price for natural gas supplied by Constellation to Customer's accounts is \$_____ **per therm** for the Primary Term of this Agreement for all volumes. The price for all natural gas supplied to Customer's accounts following the Primary Term of this Agreement will be a monthly variable price as described in the General Terms and Conditions.

NOTE: The price set forth above does not include any utility distribution charges or taxes and does not include line loss. This price may be higher or lower than the local utility's price in any particular month.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

For Customer: _____	For Constellation NewEnergy - Gas Division, LLC: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Constellation NewEnergy - Gas Division, LLC
Natural Gas Supply Agreement (New York)
General Terms and Conditions

1. Contract Term and Renewal; Representations and Warranties: The Primary Term of this Agreement is set forth above. Following the Primary Term, Constellation will continue to supply natural gas to the accounts set forth in this Agreement on a month to month basis. The price of gas supplied to Customer's accounts following the Primary Term will be a Monthly Variable Price, unless otherwise agreed in writing. The "Monthly Variable Price" will be a variable price that changes for each calendar month during which Constellation serves Customer's account(s). If Customer receives one bill from the utility that includes Constellation's charges, for any utility that pro-rates between months, if a billing cycle spans across multiple calendar months, the utility will apply the applicable Monthly Variable Prices pro-rated based on the utility's billing methodology. The Monthly Variable Price 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 Price may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs and a profit margin determined in Constellation's discretion that may vary from month to month. Either party may terminate supply of natural gas beyond the Primary Term upon thirty (30) days written notice of termination to the other party. Customer represents and warrants that (i) the natural gas supply being purchased under this Agreement is not to be used for residential purposes and (ii) this Agreement was not solicited by a door-to-door sale.

2. Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each account, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from Constellation for the natural gas supply and one from the utility for the amounts payable by Customer for services provided by the utility ("Delivery Charges"); or (b) Utility Consolidated Billing: Customer will receive one invoice from the utility that includes both the natural gas supply charges and the Delivery Charges.

3. Taxes. Customer is responsible for all Taxes related to the sale purchase, and delivery of natural gas to Customer's 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 Customer or that Constellation passes through to Customer, 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, utility taxes, sales, consumption, use, value added, per therm, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement) imposed by any governmental entity. If Customer is exempt from any Taxes, Customer shall provide Constellation with a valid exemption certificate prior to the issue date of Customer's first invoice. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable price as allowed by law.

4. Estimates and Volume Adjustment. Constellation's ability to invoice Customer is dependent on the utility's ability to furnish Constellation with all necessary information, including Customer's metered usage. Constellation may invoice accounts based upon Customer's estimated monthly usage as supplied by the utility. In such event there will be a volumetric adjustment following account termination or on receipt of all necessary information to reconcile Customer's estimated usage with Customer's actual usage during the contract period. Volume adjustments for purposes of reconciliation will be priced at a market rate equal to a monthly variable price based on prevailing market conditions in effect at the time of the adjustment. Volumes will be adjusted by a line loss factor as provided by the applicable utility.

5. Payment. Constellation's invoices will be sent to Customer in accordance with Constellation's normal billing cycle, as adjusted from time to time. Constellation's invoices are due and payable on the 20th day after the date of invoice without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the payment date will accrue interest daily on outstanding amounts from the payment date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law. Failure to pay Constellation charges due on any consolidated bill prepared by the utility will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers under 16 NYCRR Section 13.3. Customer agrees to pay Constellation's reasonable attorneys fees and costs incurred to collect all unpaid balances. The parties are entitled to verifiable billing adjustments requested within two (2) years of the date of the applicable invoice. For billing inquiries contact Constellation at [\(855\) 465-1244](tel:8554651244).

6. Delivery Point: All natural gas sold will be delivered to an existing or future point of interconnection between the Customer's 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 from Constellation to Customer at the Delivery Point.

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7. Financial Responsibility: Constellation's acceptance of this Agreement is conditioned upon Constellation's review of Customer's creditworthiness, approval of which shall be in Constellation's sole discretion and in addition, any transaction under this Agreement is conditioned upon Customer maintaining such creditworthiness during the term of the Agreement. If Constellation has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, Constellation may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to Constellation (collectively, the "Adequate Assurance"). To satisfy a demand for Adequate Assurance, Customer shall provide the Adequate Assurance to Constellation within 5 days of the date of the written demand for the Adequate Assurance. Also, if such Adequate Assurance is not provided within such period, in addition to any and all other remedies available under this Agreement, Customer grants Constellation an automatic first priority security interest in and lien on all gas purchased on Customer's behalf, whether in storage or otherwise, and Constellation shall have the right to use the same to satisfy or offset the payment of any indebtedness, unpaid account balance or damages owed by Customer to Constellation.

8. Indemnification and Limitations: Customer will defend and indemnify Constellation against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims regarding payment, personal injury or property damage from or related to the gas ("Claims") or other charges thereon which are incurred or attach at and after the Delivery Point. Constellation will defend and indemnify Customer against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims of title, personal injury or property damage from or related to the gas or other charges thereon which are incurred or attach before the Delivery Point. Notwithstanding any other provision of the Agreement to the contrary, the entire liability of each party for any and all Claims will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of each party to mitigate its damages, and neither party will be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits not contemplated by Section 13 below. Customer acknowledges and agrees that the utility is exclusively responsible for the gas distribution and delivery system, that Constellation has no independent control over their systems and will have no liability for any of their acts or omissions.

9. Failure to Deliver or Receive Gas. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If Constellation fails to deliver gas for a reason other than Force Majeure, Constellation shall pay Customer the "Replacement Cost," which is the amount Customer actually pays to replace the undelivered gas less the amount Customer would have paid under this Agreement for such gas. (b) If Customer fails to receive or pay for gas for a reason other than Force Majeure, Customer shall pay Constellation the "Revenue Loss," which is the amount that Constellation would have received for the sale of the unreceived gas pursuant to this Agreement less (i) the amount actually received by Constellation in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount Constellation would have received by reselling such gas at spot market prices at or near the Delivery Point(s), as determined by Constellation in a commercially reasonable manner. Constellation and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

10. Event of Default. An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within 5 business days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within 5 business days after written notice from the other party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within 5 business days after receipt of written notice thereof; or (e) a party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).

11. Remedies Upon Event of Default. If an Event of Default occurs with respect to a party (the "Defaulting Party"), the other party (the "Non-Defaulting Party") may in addition to all remedies available to it at law or in equity, in its discretion, at any time, (i)

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withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those accounts adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date shall be no less than 15 calendar days from the date of written notice of termination. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing party shall pay such amount within 3 Business Days of receipt of notice of the amount due. The parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to Constellation if the opposite is the case; and (ii) the amount owed (whether or not then due) by each party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other. The "Contract Value" shall be the price that would have been paid for the gas under this Agreement had it not been terminated early multiplied by the amount of gas (the "Terminated Volumes"), as determined by the Non-Defaulting Party, that would have been delivered under this Agreement had it not been terminated early. The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the party, all as commercially available to the party and adjusted for the length of the term and differences in transportation costs and other factors, as the party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

12. Agency and Information Release Authorization: Customer designates Constellation as its agent for administering contracts with all transporters and utilities necessary to supply Customer's accounts. Customer authorizes Constellation to aggregate Customer's gas supply requirements with those of other customers. Throughout the term, Customer authorizes Constellation to obtain information from the utility 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, when charges under this Agreement are included on the utility bill, billing and payment information from the utility. Customer authorizes Constellation to release that information to third parties who need to use or be aware of such information in connection with Customer's natural gas supply service, as well as to its affiliates and subcontractors for marketing purposes. These authorizations shall remain in effect as long as this Agreement (including any renewal) is in effect. Customer may rescind these authorizations at any time by either calling Constellation at (855) 465-1244 or providing written notice to Constellation. Constellation reserves the right to reject Customer's enrollment or terminate the agreement if Customer rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by Constellation, or if I fail to meet minimum or maximum threshold natural gas consumption levels as determined by Constellation, in which case Customer may be required to pay an early termination payment described in Section 13. If Customer fails to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

13. Applicable Laws: This Agreement is subject to all local, state, and federal laws and orders, directives, rules, and regulations of governmental bodies and officials having jurisdiction. The rights of the parties will be governed and construed in accordance with the laws of the State of New York, without giving effect to principles relating to conflict of laws.

14. Utility Tariffs and Operating Procedures: This Agreement is subject to the tariff and operating procedures of each applicable utility. Constellation may terminate this Agreement if there is an amendment or addition to any applicable utility's tariff or operating procedure that materially effects the terms of this Agreement, including without limitation, changes to utility balancing and cashout charges, penalties, or related provisions.

15. Disputes and Remedies: For questions about bills or any other matters with respect to Constellation's natural gas service, Customer may contact Constellation by calling Customer Care at (855) 465-1244; by sending a letter to Constellation NewEnergy - Gas Division, LLC, P.O. Box 4911, Houston, TX 77210-4911 or by sending an email to home@constellation.com. Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If Customer is still not satisfied, Customer may contact a Constellation supervisor, and he or she will respond promptly. If the parties cannot resolve a dispute, any lawsuit must take place in a state or federal court located in the city, county and state of New York. Each party waives its right to a trial by jury.

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16. Force Majeure: Notwithstanding any other provision of this Agreement, where a party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party as soon as possible written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an operational flow order or similar restriction); declaration of emergency by a pipeline or utility; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the utility).

17. Warranties: CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

18. Miscellaneous: Customer may not assign this Agreement without Constellation's prior written consent. This Agreement may be assigned by Constellation to another non-utility energy services company upon thirty (30) days written notice to Customer. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. This Agreement may be amended only in a writing executed by all parties. No delay or failure by a party to exercise any right or remedy to which it may become entitled herein will constitute a waiver of that right or remedy. If any portion of this Agreement, or application thereof to any person or circumstance, 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 the mutual intent of the parties as expressed in this Agreement to the fullest extent permitted by applicable law. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, shall survive termination for any reason.

19. Consumer Protections: The services provided by Constellation are governed by the terms of this Agreement. The services provided by the local distribution company are governed by the applicable rules of the New York State Public Service Commission (PSC). Customer may also request information from the New York State Department of Public Service's Office of Consumer Education and Advocacy, 3 Empire State Plaza, Albany, NY 12223, toll free telephone number (800) 342-3377. Customer may also contact the PSC for inquiries regarding energy service companies by calling (888) 697-7728. Customer may direct questions or requests for information about this Agreement to Constellation at (855) 465-1244, or email Constellation at home@constellation.com.

20. In the event of a gas leak or other gas emergency, contact your local distribution company as follows:

Central Hudson Gas & Electric:	(800) 942-8274
Con Edison:	(800) 75-CONED (800-752-6633)
National Fuel Gas:	(800) 444-3130
National Grid (Long Island):	(800) 490-0045
National Grid (Metro New York):	(718) 643-4050
National Grid (Upstate New York):	(800) 892-2345
New York State Electric & Gas:	(800) 572-1121
Orange & Rockland:	(800) 533-5325
Rochester Gas & Electric:	(800) 743-1702

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If Customer calls Constellation during business hours due to a utility emergency, Constellation will transfer the call directly to the utility. If Customer calls outside of business hours, Customer will be given the utility's emergency phone number to call. If Customer calls Constellation outside of business hours to discuss a Constellation customer service question or complaint, Customer will be prompted to leave a message and telephone number and a Constellation Customer Care representative will contact Customer when the Customer Care center reopens.

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