

OUR NATURAL GAS AGREEMENT
Constellation Energy Gas Choice, LLC.
P.O. Box 4911, Houston, TX 77210

DISCLOSURE STATEMENT

<p>Price.</p>	<p>xx.x cents</p>
<p>Fixed or Variable</p>	<p>FIXED</p>
<p>Length of Agreement and End Date</p>	<p>This agreement will begin on the next applicable meter read date after the utility processes my enrollment. I have a Fixed Price Plan. The end date for Constellation gas supply service will be monthly billing cycles after service commences.</p>
<p>Process Customer may use to Rescind the Agreement without Penalty.</p>	<p>Under New York law, if I am a residential customer I may cancel within three (3) business days of receipt of this sales agreement with no penalty or cancellation fees. I also have the right under this agreement to cancel this agreement without a penalty or a cancellation fee, if I do so within ninety (90) days after entering into it. See "Termination" and "Guarantee Period for Residential Customers" below for complete details.</p>
<p>Amount of Early Termination Fee and Method of Calculation.</p>	<p>\$100</p>
<p>Amount of Late Payment Fee and Method of Calculation.</p>	<p>If I do not pay my bill on time, I may be subject to termination of my natural gas supply service and the suspension of my distribution service under procedures approved by NYPSC. If Constellation directly invoices me, I am required to pay Constellation's invoices within twenty (20) days from the invoice date and Constellation reserves the right to charge a late payment fee each month in the amount of 1.5% of the past due invoice amount. If any of my checks are returned, I will be required to pay the maximum fee allowed by law. If I am a nonresidential customer, failure to make full payment of Constellation charges due on any consolidated bill prepared by my local utility will be grounds for disconnection of utility services and natural gas supply service in accordance with NYPSC rules and regulations on the termination of service to nonresidential customers under 16 NYCRR Section 13.3.</p>
<p>Provisions for Renewal of the Agreement.</p>	<p>Unless I notify Constellation at least thirty (30) days before the end of the Term that I do not want to renew my contract, this contract will automatically renew to a new fixed rate. If I have chosen a Fixed Price or converted a Monthly Variable Price to a Fixed Price, then Constellation must clearly inform me in writing, not less than thirty (30) days nor more than sixty (60) days before the end of the current term of my agreement, of the renewal terms and my option to reject the renewal terms. I will not be charged a termination fee if I object to renewal within three (3) business days after I receive the first billing statement under the agreement as renewed but will be required to pay for any natural gas consumed. If Constellation makes any changes to my renewed agreement other than a rate change or a change from a fixed to variable rate, those changes will be considered material and will require that Constellation obtain my express consent for renewal.</p>
<p>Conditions under which Savings to the Customer are Guaranteed.</p>	<p>Because the Utility price may vary during the Term of this agreement, savings are not guaranteed.</p>

TERMS & CONDITIONS

I want Constellation Energy Gas Choice, LLC., ("Constellation") to supply my home or business with all the natural gas I need, subject to the eligibility requirements of my local utility ("Utility"), acceptance by Constellation, and applicable tariffs authorized by the Federal Energy Regulatory Commission ("FERC"). By signing this agreement, I acknowledge that this agreement is an agreement to initiate natural gas service and to begin enrollment with Constellation. Constellation is approved by the New York State Public Service Commission ("NYPSC") to act as an Energy Service Company ("ESCO") and has entered into a service agreement with my Utility. The NYPSC does not regulate the price of natural gas or other charges found in this agreement. I am at least eighteen (18) years old and fully authorized to enter into this agreement.

1. **Constellation Services.** Constellation will supply natural gas for my home or business. Constellation is a retail marketer of natural gas and not my local distribution utility.
2. **Local Utility Services.** My Utility will continue to deliver natural gas to my home or business, read my meter, send my bill, and make repairs. My Utility will also respond to emergencies and provide other traditional utility services. I understand that I am not required to choose a competitive supplier, and may continue to have the Utility supply my natural gas.
3. **Delivery Point and Taxes.** All natural gas sold will be delivered to an existing or future point of interconnection between the Utility distribution system and a third party pipeline supplying natural gas to the Utility (the "Delivery Point"). Title and risk of loss related to natural gas transfer to me at the Delivery Point and I will be responsible for the all transmission, distribution and other costs (including Taxes, fuel and distribution/line loss, and other costs and fees) related to the sale purchase, and delivery of such natural gas to my home or business. "Taxes" means all taxes, assessments, duties, fees, levies premiums or any other charges of any kind, whether direct or indirect, and whether imposed on me or that Constellation passes through to me, 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.
4. **Term.** Constellation will begin supplying my natural gas on the next applicable meter read date after the utility processes my enrollment. My agreement with Constellation will continue until the end date specified in the Disclosure Statement above ("Term"), unless our agreement is renewed or terminated pursuant to Section 11 or 12 of this Agreement.
5. **Guarantee Period for Residential Customers.** If I am a residential customer and have chosen a Fixed Price Plan, I may terminate this agreement without incurring an early termination fee within ninety (90) days after entering into it (the "Guarantee Period") by notifying the Utility that I would like to return to Utility service. I must also notify Constellation in writing or by calling Constellation's customer care center at (800) 785-4373. Upon my termination of this agreement during the Guarantee Period, Constellation will return me to being supplied by the Utility at my next available meter read date and I will remain responsible for payment for natural gas and related costs and charges incurred under this agreement through such meter read date. Any incentives Constellation may offer in connection with me entering into this agreement will be provided to me after the Guarantee Period has expired without me terminating this agreement.
6. Constellation must provide me with fifteen (15) calendar days' notice before cancelling service under this agreement.
7. I am not required to prepay for energy services under this agreement.
8. If I am a residential customer, Constellation may not make any material changes to the terms or duration of this agreement without my express consent. The NYPSC Uniform Best Practices are available [here](#)
9. Constellation reserves the right to assign this agreement to another ESCO.
10. **Price.** Each month my bill will be calculated by multiplying (i) the price of natural gas per therm set forth in this Agreement or any renewal notice, as applicable, by (ii) the amount of natural gas used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by my Utility for distribution and other services. This price may be higher or lower than my Utility's price in any given month. In the event of a change in the transporter's fuel and line loss factors during the Term, Constellation may adjust the billing quantity to reflect such change.
 - **Fixed Price Plan.** This is a Fixed Price plan. The price per therm for natural gas is indicated in the Disclosure Statement above, and is guaranteed not to change for the initial Term.

11. **Renewal Notice.** Unless I notify Constellation at least thirty (30) days before the end of the Term that I do not want to renew my contract, this contract will automatically renew. Constellation must clearly inform me in writing, not less than thirty (30) days nor more than sixty (60) days before the end of the current term of my agreement, of the renewal terms and my option to reject the renewal terms. I will not be charged a termination fee if I object to renewal within three (3) business days after I receive the first billing statement under the agreement as renewed but will be required to pay for any natural gas consumed. If Constellation makes any changes to my renewed agreement other than a rate change or a change from a fixed to variable rate, those changes will be considered material and will require that Constellation obtain my express consent for renewal. Upon cancellation of this agreement, Constellation will provide me with a cancellation number.
12. **Termination.** If I am a residential customer, under New York law I may cancel within three (3) business days of receipt of this sales agreement with no penalty or cancellation fees.
- **Fixed Price Customers.** If I cancel this agreement after the Cancellation Period or the Guarantee Period, I will pay a cost recovery fee of \$100.
 - **Cost Recovery Fee.** The cost recovery fee is not a penalty, but is designed to compensate Constellation for the cost of buying natural gas in advance on my behalf.
 - **Timing of Cancellation.** It will take time for my Utility to cancel my account. During this time, I agree to pay for all the natural gas I consume that is supplied by Constellation at the then-applicable price under this agreement or any renewal agreement.
13. **Billing and Payment.**
- **Budget Billing.** If I have chosen Budget Billing, my monthly payment will be determined as follows: Constellation will use my previous bills and projected future energy costs to estimate my annual natural gas costs, given my pricing plan. Approximately every three (3) months, Constellation will review my account and will change the amount I pay, if necessary, to ensure that I am making appropriate payments based on the amount of natural gas I have been using. At least once a year, Constellation will calculate the difference between what I have paid and what my actual energy costs have been during the year. If I have paid more than is required, Constellation will adjust the amount of future Budget Billing, or credit the excess payment to the Constellation portion of my natural gas bill. If I have paid less, Constellation will adjust the amount of my future Budget Billing or bill me for the difference.
 - **Bill Payment and Collection.** I may receive a single bill for both my natural gas and the delivery of such natural gas from either Constellation or my Utility, or each may invoice separately. If I do not pay my bill, I may be subject to termination of my natural gas supply service and the suspension of my distribution service under procedures approved by NYPSC. If Constellation directly invoices me, I am required to pay Constellation's invoices within twenty (20) days from the invoice date and Constellation reserves the right to charge a late payment fee each month in the amount of 1.5% of the past due invoice amount. If any of my checks are returned, I will be required to pay the maximum fee allowed by law. If I am a non-residential customer, failure to make full payment of Constellation charges due on any consolidated bill prepared by my local utility will be grounds for disconnection of utility services and natural gas supply service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers under 16 NYCRR Section 13.3.
 - **Consumer Protection.** The services provided by Constellation are governed by the terms and conditions of this agreement. This agreement is governed by the Home Energy Fair Practices Act ("HEFPA"). Constellation will provide at least fifteen (15) calendar days' written notice before cancelling service under this agreement. Any payments I make on a consolidated bill will be allocated in accordance with procedures adopted by the NYPSC and my Utility. I may obtain additional information by contacting Constellation at (800) 785-4373 or the NYPSC at (888) 697-7728.
14. **Dispute Resolution.** If I have a question about my bill or any other matters with respect to my natural gas service, I may contact Constellation by calling Customer Care at the toll-free telephone number in Section 17; by sending a letter to the address in Section 17 or by sending an email to the email address in Section 17. Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If I am still not satisfied, I may contact a Constellation supervisor, and he or she will respond promptly. If a dispute cannot be resolved, I may appeal to the NYPSC by calling (888) 697-7728, M-F 8:30 AM - 4:00 PM EST; or by sending a letter to: NYPSC, Office of Consumer Services, Three Empire Plaza, Albany, NY 12223; or by visiting their website at www.dps.state.ny.us. The NYPSC will monitor complaints against all energy companies and an excessive number of complaints may result in an energy company no longer

being eligible to supply natural gas in New York State. The NYPSC's telephone number for inquiries and complaints regarding ESCOs is (888) 697-7728.

15. **Service Complaints.** If I experience service problems, I should contact my Utility by phone at:

New York State Electric & Gas Company	(800) 572-1111	Central Hudson	(800) 527-2714
Orange & Rockland	(877) 434-4100	Consolidated Edison	(800) 752-6633
National Fuel Gas Company	(800) 365-3234	National Grid	(800) 642-4272
Rochester Gas & Electric	(800) 743-2110		

16. **Emergency.** IN AN EMERGENCY I SHOULD IMMEDIATELY CALL MY UTILITY AT THE NUMBER BELOW AND LOCAL EMERGENCY PERSONNEL AT 911.

New York State Electric & Gas Company	(800) 572-1121	Central Hudson	(800) 527-2714
Orange & Rockland	(800) 533-5325	Consolidated Edison	(800) 752-6633
National Fuel Gas Company	(800) 444-3130	National Grid	(800) 892-2345
Rochester Gas & Electric	(800) 743-1702		

17. **Constellation Contact Information.** I may contact Constellation by mail at Constellation Energy Gas Choice, LLC., P.O. Box 4911, Houston, Texas 77210, by phone M-F 8:00 AM - 8:00 PM EST at (800) 785-4373, or by email at feedback@constellation.com. If I call Constellation during these hours regarding a utility emergency, my call will be transferred directly to my Utility. If I am calling outside of these hours I will be given my Utility's emergency phone number to call. If I call Constellation outside of these hours regarding a Constellation customer service questions or complaints, I will be prompted to leave my contact information and a message and a Constellation Customer Care representative will return my call when the Customer Care center reopens.
18. **Limitation of Liability and Warranty.** CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. **Force Majeure.** Constellation will not be responsible for supplying natural gas to me in the event of circumstances beyond its control such as events of Force Majeure as defined by my Utility or any transmitting or transportation entity, acts of terrorism, sabotage, or acts of God.
20. **Information Release Authorization.** By accepting this contract I authorize Constellation to obtain information from the Utility including, but 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 my Utility bill, billing and payment information from the Utility. I authorize Constellation to release that information to third parties who need to use or be aware of such information in connection with my 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. I may rescind these authorizations at any time by either calling Constellation at (800) 785-4373 or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate the agreement if I 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. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit reporting agency.
21. **Miscellaneous.** I will promptly notify Constellation if there are any material changes in my natural gas consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by my Utility. Except as provided by law I will pay all taxes due and payable with respect to customer obligations under this agreement. This agreement and the Enrollment Form or Welcome Letter reflect my entire agreement with Constellation and supersede any oral or written statements made in connection with this agreement or my natural gas supply. Any changes to this agreement must be made in writing. This agreement is subject to any future legislation, orders, rules, regulations, or my Utility tariff or policy changes. There may be a delay before my Utility switches my natural gas supply to Constellation; Constellation is not responsible for any such



delays. I may not assign my interests and obligations under this agreement without the express written consent of Constellation. Constellation may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if mailed to the appropriate party.

New York State Public Service Commission Your Rights as an Energy Services Company Consumer

ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - cancellation process and any early termination fees, which are limited by law; and
 - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.state.ny.us/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at (800) 342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.state.ny.us>.

You can find more information about your energy alternatives by visiting: www.askpsc.com.