

Attachment 1

Constellation NewEnergy-Gas Division, LLC has the following energy affiliates located or operating within New York State:

Constellation Energy Power Choice, LLC
Constellation Energy Gas Choice, LLC
Constellation NewEnergy, Inc.

Attachment 2

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through March 5, 2018.

Selected Entity Name: CONSTELLATION NEWENERGY-GAS DIVISION, LLC

Selected Entity Status Information

Current Entity Name: CONSTELLATION NEWENERGY-GAS DIVISION, LLC

DOS ID #: 2924336

Initial DOS Filing Date: JUNE 26, 2003

County: NEW YORK

Jurisdiction: KENTUCKY

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

C/O CORPORATE CREATIONS NETWORK INC.

15 NORTH MILL STREET

NYACK, NEW YORK, 10960

Registered Agent

CORPORATE CREATIONS NETWORK INC.

15 NORTH MILL STREET

NYACK, NEW YORK, 10960

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address

Attachment 2

(es) of the original members, however this information is not recorded and only available by [viewing the certificate.](#)

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
No Information Available		

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
FEB 10, 2004	Actual	CONSTELLATION NEWENERGY-GAS DIVISION, LLC
JUN 26, 2003	Actual	ALLIANCE ENERGY SERVICES, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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

DISCLOSURE STATEMENT

Price	CHOOSE ONE: <<\$X.XX per Ccf>><<NYMEX Last Day Settle plus \$X.XX per Ccf for volumes within tolerance>><<NYMEX Last Day Settle plus \$X.XX per Ccf>><<Inside Ferc Market Center Spot-Gas Prices Transco Zone 6 (NY) plus _____ per Ccf>>
Fixed or Variable (and, if variable, how the price is determined)	CHOOSE ONE: <<FIXED>><< VARIABLE: 90%/110% BASIS (NYMEX plus _____ per Ccf)>><<VARIABLE: FIXED BASIS (NYMEX plus _____ per Ccf)>><<VARIABLE: Inside Ferc Market Center Spot-Gas Prices Transco Zone 6 (NY) plus _____ per Ccf)>>
Length of Agreement and End Date	Constellation will begin supplying your natural gas on the meter read date during the month of <<Month YYYY>>. 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 <<Number>> 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 13 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 or Agent:

Date:

Customer Address:

Tax ID Number:

Customer Contact:

Telephone:

Facsimile:

E-mail:

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LIST OF ACCOUNTS					
Customer Name	Tax ID Number	Account Location	LDC	Rate Class	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.

TERM: Constellation will begin supplying your natural gas on the meter read date during the month of <<Month YYYY>>. 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 (your selected option is noted with an “x” in the applicable box):

- 90% / 110% Basis Contract: This is a variable price contract. The price for natural gas supplied under this Agreement is based upon the monthly volumes projected for each account. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is 100% of the settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month converted to \$/Ccf using the LDC’s then current BTU factor plus \$ per Ccf when quantities are between 90 percent and 110 percent of the monthly volumes projected for each account as of the date of this Agreement. The price for any monthly under consumption or excess consumption will be as set forth in the General Terms and Conditions of this Agreement. The price for natural gas supplied to Customer’s accounts following the Primary Term will be a monthly variable price as described in the General Terms and Conditions. This price does not include line loss.
- Fixed Price Contract: This is a fixed price contract. The price for natural gas supplied by Constellation to Customer’s accounts is \$ per Ccf 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. This price does not include line loss.
- Fixed Price Contract - Burnertip: This is a fixed price contract. The price for natural gas supplied by Constellation to Customer’s accounts is \$ per Ccf 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. This price does include line loss.
- Fixed Basis Contract: This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month converted to \$/Ccf using the LDC’s then current BTU factor plus \$ per Ccf. 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. This price does not include line loss.

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- Fixed Basis Contract - Burnertip: This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month plus \$ _____ per Ccf. 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. This price does include line loss.

- Index Price Contract: This is a variable price contract based upon a published monthly index. The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement is the index price for natural gas as set forth in the first issue of Inside FERC's Gas Market Report published during the applicable month, Market Center Spot-Gas Prices, Transco Zone 6 (NY) converted to \$/Ccf using the LDC's then current BTU factor plus \$ _____ per Ccf. This index price contract may be superseded by a Constellation fixed price contract upon mutual agreement of the parties. The price for all natural gas supplied to Customer's accounts following the Primary Term of this Agreement will be a monthly variable price determined as described in the General Terms and Conditions.

NOTE: The price set forth above does not include any utility distribution charges or taxes. 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(s)*: _____	For Constellation NewEnergy - Gas Division, LLC: _____
Name:	Name:
Title:	Title:
Date:	Date:

* If signed by Agent then Agent certifies and, upon request of Seller, will provide written evidence that it is authorized to execute this Agreement on behalf of each of the Buyers set forth in the List of Accounts.

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. For 90% / 110% Tolerance Contracts Only: The unit price adjustment for monthly under-consumption or excess consumption is as set forth below.

Under Consumption: If Customer's actual gas consumption for any month is less than 90 percent of the monthly volume set forth in Appendix A, the charges to Customer's accounts will be adjusted to reflect and Customer will pay the negative difference, if any, between (a) the market rate for gas as determined by Constellation plus administrative costs and other market-related factors minus \$0.01 per therm converted to Ccf using the LDC's then current Btu conversion factor and (b) the contract price for the gas consumption shortfall.

Excess Consumption: If Customer's actual gas consumption for any month is greater than 110 percent of the monthly volume set forth in Appendix A, the charges to Customer's accounts for the surplus gas consumption will be the market rate for gas as determined by Constellation plus administrative costs and other market-related factors plus \$0.05 per therm converted to Ccf using the LDC's then current Btu conversion factor.

3. For Baseload Contracts Only: The unit price adjustment for monthly under consumption is as set forth below.

Under Consumption: If Customer's actual gas consumption for any month is less than the estimated monthly volume set forth in an attachment to this Agreement, the charges to Customer's accounts will be adjusted to reflect and Customer will pay the negative difference, if any, between (a) the market rate for gas as determined by Constellation minus \$0.01 per therm converted to Ccf using the LDC's then current Btu conversion factor and (b) the contract price for the gas consumption shortfall.

4. 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.

5. 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 Ccf, 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.

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6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Assurance Amount 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).

13. 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) 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.

14. 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

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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.

15. 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.

16. 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.

17. 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.

18. 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).

19. 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.

20. 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.

21. 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

Attachment 3

may direct questions or requests for information about this Agreement to Constellation at (855) 465-1244, or email Constellation at home@constellation.com.

22. 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

Orange & Rockland: (800) 533-5325

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

DISCLOSURE STATEMENT

Table with 2 columns: Question/Category and Answer. Rows include Price, Fixed or Variable, Length of Agreement, Process Customer may use to Rescind, Amount of Early Termination Fee, Amount of Late Payment, Provisions for Renewal, and Conditions under which Savings are Guaranteed.

Name of Customer or Agent:

Date:

Customer Address:

Tax ID Number:

Customer Contact:

Telephone:

Facsimile:

E-mail:

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LIST OF ACCOUNTS					
Customer Name	Tax ID Number	Account Location	LDC	Rate Class	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.

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 (your selected option is noted with an "x" in the applicable box):

- 90% / 110% Basis Contract: This is a variable price contract. The price for natural gas supplied under this Agreement is based upon the monthly volumes projected for each account. The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement is 100% of the settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month plus \$ per therm when quantities are between 90 percent and 110 percent of the monthly volumes projected for each account as of the date of this Agreement. The price for any monthly under consumption or excess consumption will be as set forth in the General Terms and Conditions of this Agreement. The price for natural gas supplied to Customer's accounts following the Primary Term will be a monthly variable price as described in the General Terms and Conditions.
- Fixed Price Contract: 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. This price does not include line loss.
- Fixed Price Contract - Burnertip: 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. This price does include line loss.
- Fixed Basis Contract: This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month plus \$ per therm. 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. This price does not include line loss.
- Fixed Basis Contract - Burnertip: This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month

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plus \$ _____ per therm. 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. This price does include line loss.

Index Price Contract: This is a variable price contract based upon a published monthly index. The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement is the index price for natural gas as set forth in the first issue of Inside FERC's Gas Market Report published during the applicable month, Market Center Spot-Gas Prices, Transco Zone 6 (NY) plus \$ _____ per therm. This index price contract may be superseded by a Constellation fixed price contract upon mutual agreement of the parties. The price for all natural gas supplied to Customer's accounts following the Primary Term of this Agreement will be a monthly variable price determined as described in the General Terms and Conditions.

NOTE: The price set forth above does not include any utility distribution charges or taxes. 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(s)*: _____ For Constellation NewEnergy - Gas Division,LLC: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

* If signed by Agent then Agent certifies and, upon request of Seller, will provide written evidence that it is authorized to execute this Agreement on behalf of each of the Buyers set forth in the List of Accounts.

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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. **For 90% / 110% Tolerance Contracts Only:** The unit price adjustment for monthly under-consumption or excess consumption is as set forth below.

Under Consumption: If Customer's actual gas consumption for any month is less than 90 percent of the monthly volume set forth in Appendix A, the charges to Customer's accounts will be adjusted to reflect and Customer will pay the negative difference, if any, between (a) the market rate for gas as determined by Constellation plus administrative costs and other market-related factors minus \$0.01 per therm and (b) the contract price for the gas consumption shortfall.

Excess Consumption: If Customer's actual gas consumption for any month is greater than 110 percent of the monthly volume set forth in Appendix A, the charges to Customer's accounts for the surplus gas consumption will be the market rate for gas as determined by Constellation plus administrative costs and other market-related factors plus \$0.05 per therm.

3. **For Baseload Contracts Only:** The unit price adjustment for monthly under consumption is as set forth below.

Under Consumption: If Customer's actual gas consumption for any month is less than the estimated monthly volume set forth in an attachment to this Agreement, the charges to Customer's accounts will be adjusted to reflect and Customer will pay the negative difference, if any, between (a) the market rate for gas as determined by Constellation minus \$0.01 per therm and (b) the contract price for the gas consumption shortfall.

4. **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.

5. **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.

6. **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

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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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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).

13. 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) 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.

14. 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.

15. 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.

16. 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.

17. 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 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.

18. 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).

19. 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.

20. 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.

21. 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

Attachment 3

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.

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

- Con Edison: (800) 75-CONED (800-752-6633)
- New York State Electric & Gas: (800) 572-1121
- Rochester Gas & Electric: (800) 743-1702
- National Grid (Long Island): (800) 490-0045
- National Grid (Metro New York): (718) 643-4050
- National Grid (Upstate New York): (800) 892-2345

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.



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

DISCLOSURE STATEMENT

Table with 2 columns: Question/Topic and Answer. Topics include Price, Fixed or Variable, Length of Agreement, Process Customer may use to Rescind, Amount of Early Termination Fee, Amount of Late Payment, Provisions for Renewal, and Conditions under which Savings are Guaranteed.

Name of Customer or Agent:

Date:

Customer Address:

Tax ID Number:

Customer Contact:

Telephone:

Facsimile:

E-mail:

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LIST OF ACCOUNTS					
Customer Name	Tax ID Number	Account Location	LDC	Rate Class	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.

TERM: Constellation will begin supplying your natural gas on the meter read date during the month of <<Month YYYY>>. 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 (your selected option is noted with an “x” in the applicable box):

- 90% / 110% Basis Contract: This is a variable price contract. The price for natural gas supplied under this Agreement is based upon the monthly volumes projected for each account. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is 100% of the settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month converted to \$/Ccf using the LDC’s then current BTU factor plus \$ per Ccf when quantities are between 90 percent and 110 percent of the monthly volumes projected for each account as of the date of this Agreement. The price for any monthly under consumption or excess consumption will be as set forth in the General Terms and Conditions of this Agreement. The price for natural gas supplied to Customer’s accounts following the Primary Term will be a monthly variable price as described in the General Terms and Conditions.
- Fixed Price Contract: This is a fixed price contract. The price for natural gas supplied by Constellation to Customer’s accounts is \$ per Ccf 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.
- Fixed Basis Contract: This is a variable price contract. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is 100% of settlement price of the New York Mercantile Exchange (NYMEX) Natural Gas Futures – Henry Hub Contract for the last trading day of each month converted to \$/Ccf using the LDC’s then current BTU factor plus \$ per Ccf. 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.
- Index Price Contract: This is a variable price contract based upon a published monthly index. The monthly price for natural gas supplied by Constellation to Customer’s accounts for the Primary Term of this Agreement is the index price for natural gas as set forth in the first issue of Inside FERC’s Gas Market Report published during the applicable month, Market Center Spot-Gas Prices, Transco Zone 6 (NY) converted to \$/Ccf using the LDC’s then current BTU factor plus \$ per Ccf. This index price contract may be superseded by a Constellation fixed price contract upon mutual agreement of the parties. The price for all natural gas supplied to Customer’s accounts following the Primary Term of this Agreement will be a monthly variable price determined as described in the General Terms and Conditions.

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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(s)*: _____ Constellation NewEnergy – Gas Division, LLC: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

* If signed by Agent then Agent certifies and, upon request of Seller, will provide written evidence that it is authorized to execute this Agreement on behalf of each of the Buyers set forth in the List of Accounts.

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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. **For 90% / 110% Tolerance Contracts Only:** The unit price adjustment for monthly under-consumption or excess consumption is as set forth below.

Under Consumption: If Customer's actual gas consumption for any month is less than 90 percent of the monthly volume set forth in Appendix A, the charges to Customer's accounts will be adjusted to reflect and Customer will pay the negative difference, if any, between (a) the market rate for gas as determined by Constellation plus administrative costs and other market-related factors minus \$0.01 per therm converted to Ccf using the LDC's then current Btu conversion factor and (b) the contract price for the gas consumption shortfall.

Excess Consumption: If Customer's actual gas consumption for any month is greater than 110 percent of the monthly volume set forth in Appendix A, the charges to Customer's accounts for the surplus gas consumption will be the market rate for gas as determined by Constellation plus administrative costs and other market-related factors plus \$0.05 per therm converted to Ccf using the LDC's then current Btu conversion factor.

3. **For Baseload Contracts Only:** The unit price adjustment for monthly under consumption is as set forth below.

Under Consumption: If Customer's actual gas consumption for any month is less than the estimated monthly volume set forth in an attachment to this Agreement, the charges to Customer's accounts will be adjusted to reflect and Customer will pay the negative difference, if any, between (a) the market rate for gas as determined by Constellation minus \$0.01 per therm converted to Ccf using the LDC's then current Btu conversion factor and (b) the contract price for the gas consumption shortfall.

4. **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.

5. **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 Ccf, 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.

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6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Assurance Amount 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).

13. 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) 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.

14. 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 (800) 785-4373 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

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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.

15. 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.

16. 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.

17. 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.

18. 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).

19. 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.

20. 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.

21. 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

Attachment 3

may direct questions or requests for information about this Agreement to Constellation at (855) 465-1244, or email Constellation at home@constellation.com.

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

National Fuel Gas: (800) 444-3130

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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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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Agent ID _____ Agent Name _____ TPV Confirmation Code _____

Attachment 3

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: _____

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.

FOR INTERNAL USE ONLY

Agent ID _____ Agent Name _____ TPV Confirmation Code _____

Attachment 3

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

FOR INTERNAL USE ONLY

Agent ID _____ Agent Name _____ TPV Confirmation Code _____

Attachment 3

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.

FOR INTERNAL USE ONLY

Agent ID _____ Agent Name _____ TPV Confirmation Code _____

OUR NATURAL GAS AGREEMENT
Constellation NewEnergy - Gas Division, LLC
P.O. Box 4911, Houston, TX 77210

DISCLOSURE STATEMENT

Price: 40.9¢ per therm

Fixed or Variable: FIXED

Length of Agreement and End Date: 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 36 monthly billing cycles after service commences.

Process Customer may use to Rescind the Agreement without Penalty: 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.

Amount of Early Termination Fee and Method of Calculation: \$100

Amount of Late Payment Fee and Method of Calculation: 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.

Provisions for Renewal of the Agreement: 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.

Conditions under which Savings to the Customer are Guaranteed: Because the Utility price may vary during the Term of this agreement, savings are not guaranteed.

TERMS & CONDITIONS

I want Constellation NewEnergy - Gas Division, 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 (855) 465-1244. 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 at <http://www3.dps.ny.gov/W/PSCWeb.nsf/All/8DD2B96E91D7447E85257687006F3922>
- 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.

- o **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.

- o **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.
- o **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.
- o **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.**

- o **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.
- o **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.
- o **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 (855) 465-1244 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 NewEnergy - Gas Division, LLC, P.O. Box 4911, Houston, Texas 77210, by phone M-F 8:00 AM - 8:00 PM EST at (855) 465-1244, or by email at home@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 (855) 465-1244 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 creditreporting 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.

Empty rectangular box for signature or stamp.

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.
- Revision 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.

Attachment 4



Authorized Representative For:
Constellation NewEnergy – Gas Division, LLC

For Verification Please Call:
1.800.718.7046



AGENT NAME GOES HERE
Rep # 9999

Agent is not a representative of the Utility

Attachment 5



**New York State Public Service Commission
Uniform Business Practices
Quality Assurance Program
Version 1.0
Dated: March 2018**

Statement of Business Integrity

It is the policy of Exelon Generation Company, LLC (“ExGen”), parent company to Constellation NewEnergy, Inc. and Constellation NewEnergy – Gas Division, LLC (“Constellation”) that ExGen and each of its subsidiaries comply at all times with all applicable governmental laws, rules and regulations. This policy is set forth in the *Exelon Code of Business Conduct* adopted by Exelon Generation Company, LLC.

Purpose

The purpose of the Quality Assurance Program is to provide required information to Constellation retail personnel regarding New York State Public Service Commission (“Commission”) Uniform Business Practices (“UBP”) applicable to marketing standards for Constellation’s New York products and services.

Review of Marketing Materials

Constellation has adopted a team approach to handling the review of marketing materials prior to either their use in the business or dissemination to third parties. The team consists of Constellation lawyers and contract managers who work in combination throughout the regions where Constellation acts as a retail electricity provider and retail natural gas provider. In furtherance of its policies, Constellation requires the internal use of a Marketing Legal Request Form (requiring the information set forth below) for all marketing requests for legal review. In addition to handling marketing materials, this team also reviews presentations and other communications given by Constellation employees to a wide variety of audiences to ensure that the content of such communications is in keeping with both the Principles of Business Integrity and applicable law.

In conducting its review, Constellation scrutinizes the following information prior to approving a marketing materials request:

- Type of Matter/List of Requested Changes
- Business Line Involved/Targeted Customers
- For Campaigns, Means of Transmittal
- Internal Functional Groups Involved

Attachment 5

Involved (e.g. Email, Mail, Phone, etc.)

(e.g. Renewables, etc.)

- States/Regions Involved

Process for Handling Complaints

Constellation is committed to providing high -quality customer service to all of its Customers. To that end, Constellation adheres to the following policy when addressing inquiries and disputes regarding bills rendered by Constellation and any other payment matters.

Any Customer with a question or complaint regarding its bill or payment arrangements may contact its designated account representative, if any, or a Customer Service Representative.

- For residential and small commercial electric customers: call 855 -465-1244 or email home@constellation.com.
- For commercial and industrial electric customers: call 888-635-0827 or email customercare@constellation.com.
- For residential and small commercial natural gas customers: call 855 -465-1244 or email home@constellation.com.
- For commercial and industrial natural gas customers: call 844 -200-3427 or email gascustomercare@constellation.com.

The account representative or the Customer Service Representative will make every effort to respond to the Customer's inquiry or resolve its complaint in a timely and satisfactory fashion. In the event that a Customer complaint cannot be resolved by a Customer Service Representative, the Customer may request a review by a Customer Service Supervisor. If a mutually agreeable resolution cannot be reached at that level, the Customer may file a complaint with the New York State Department of Public Service (DPS). The DPS Office of Consumer Services can be reached by telephone toll free at 888 -697-7728; in writing at New York State Public Service Commission, Office of Consumer Services, Empire State Plaza, Agency Building 3, Albany, New York 12223; or by visiting www.dps.ny.gov.

New York Uniform Business Practices Marketing Standards Training

In accordance with the Commission's Order in Case Nos. 98 -M-1343, 07 -M-1514, and 08 -G-0078 issued on October 27, 2008, Constellation developed training to support compliance with Section 10 of the Uniform Business Practices and the accuracy of marketing materials provided to prospective customers. This training is provided as required by the Commission's rules to New York sales marketing personnel as representative part of the annual compliance training discussed below.

Annual Compliance Training

All Constellation retail personnel are required to attend annual compliance training regarding obligations under applicable laws, rules and regulations. In addition, Constellation retail personnel are provided with Constellation Retail Electricity Supplier Handbook and/or the Retail Natural Gas Supplier Handbook. The Retail Electricity Supplier Handbook provides an overview of state regulatory regimes (including New York) applicable to the retail supply of electricity in the jurisdictions currently regulating the retail supply of electricity and the Retail Natural Gas Supplier Handbook provides an overview of state regulatory regimes (including

Attachment 5

New York) applicable to the retail supply of natural gas in the jurisdictions currently regulating the retail supply of natural gas. It is intended to provide compliance information to Constellation personnel engaged in the marketing and servicing of customers for the supply of electricity, natural gas and related services. The annual compliance training, the Retail Electricity Supplier Handbook and the Retail Natural Gas Supplier Handbook are available on a Constellation corporate intranet site.

Third-Party Verification

When conducting telephone or door-to-door sales in New York, Constellation has a third-party verification program in place. Constellation will perform independent third-party verification on all residential and small business electric and natural gas customers sold by third-party sales vendors via inbound telesales, outbound telesales, and door-to-door sales channels. Third-party verification is in place for the consumer's protection, as well as Constellation and the sales agent, and in some states is required by law. After the sale, the third-party verification agent and customer are connected to begin verification of the sale. Once the sale is confirmed by the third-party verification, the enrollment is sent to Constellation. If the sale is unable to be confirmed by third-party verification, the sale is incomplete.

Attachment 6



Date

Customer Name
Customer Address
Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (30 calendar days notice) Constellation NewEnergy – Gas Division, LLC will discontinue providing retail natural gas services in your area. Your Terms of Service Agreement (“Agreement”) with Constellation NewEnergy – Gas Division, LLC for the purchase of natural gas will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.

The Customer has the option to select another supplier or receive full utility service from the distribution utility. The customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.

If you have any questions about this notification, contact Constellation NewEnergy-Gas Division, LLC at 1-800-900-1982.

Sincerely,

Constellation NewEnergy-Gas Division, LLC

Attachment 6



NOTICE OF ASSIGNMENT

Customer Name _____
For Service at: _____
Customer Account Number _____

PLEASE TAKE NOTICE that, on [Effective Date], Constellation NewEnergy – Gas Division, LLC , (“CNEG”) will assign its Contract with _____ (Customer), dated __(original date of contract)_____, to [Name of New ESCO], as provided for in that Contract. You have the right to either select a different supplier or return to full service with your utility. If you take no action, your service will be assigned to the supplier identified above on the specified date. There will be no changes in the price, terms or conditions of service as set forth in Your Contract with CNEG as a result of this assignment.

Constellation NewEnergy-Gas Division, LLC
9400 Bunsen Way, Suite 100
Louisville, KY 40220
800-900-1982
cnegcustomercare@constellation.com

Attachment 6



Constellation NewEnergy-Gas Division, LLC

**NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS**

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and Constellation NewEnergy-Gas Division, LLC, all Constellation NewEnergy-Gas Division, LLC's rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee ESCO) _____. This assignment will be effective as of _____ (15 calendar days notice).

If you have any questions please contact (Assignee ESCO)_____ at _____.



Monthly Invoice

Statement Date: 02/14/2018

Customer Number: xxxxxxx-xx

Customer
111 MAIN ST
MAIN, NY 11111

Total Amount Due by 02/25/2018 \$505.04

Statement Number: xxxxxxxxxxx

Payments Since Last Invoice:	\$0.0
Unpaid Balance:	-
Late/Finance Charges:	\$0.0
Credit/Adjustments:	\$0.0
Total New Charges:	\$625.62

HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↪

Tax Charges

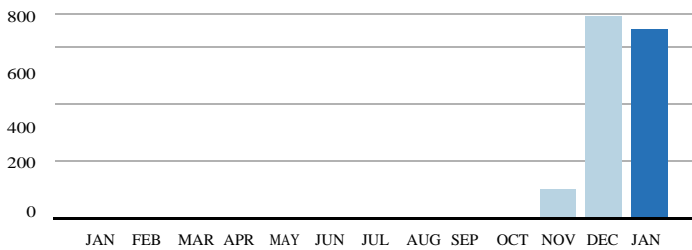
\$0.00

Total New Charges
\$625.62

Contract Charges

\$625.62

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month	664	Therm
Last Month	711	Therm

Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!

Statement Number: xxxxxxxxxxx

Customer Number: xxxxxxx-xx



PO Box 4911
Houston, TX 77210-4911

CUSTOMER
111 MAIN ST
MAIN, NY 11111

Total Amount Due by 02/25/2018 \$505.04

AMOUNT ENCLOSED \$

MAKE CHECKS PAYABLE TO:
CONSTELLATION NEWENERGY – GAS DIVISION, LLC
PO BOX 5471
CAROL STREAM IL 60197-5471

28001096647520100000001300060643930000505047

HAVE A QUESTION OR EMERGENCY?

To Contact Your Local Utility
Consolidated Edison Company
800-752-6633

Total Amount Due by 02/25/2018 **\$505.04**

For Customer Care Contact Constellation
Website <https://www.constellation.com>
Email Home@Constellation.com
Phone 1-855-465-1244

SUMMARY CHARGES

■ Contract Charges	\$625.62
■ Tax Charges	\$0.00
<hr/>	
Total New Charges	\$625.62

SUMMARY FEES/ADJUSTMENTS

Late/Finance Charges:	\$0.00
Credit/Adjustments:	\$0.00

Other Ways to Pay Your Bill



Phone

Call 1-888-614-0820 for our phone payment option. M-F 8:00am to 8:00pm Eastern



ACH/WIRE

CONSTELLATION NEWENERGY – GAS DIVISION, LLC
ACH/WIRE: WELLS FARGO, ABA 121000248 / ACCOUNT 4879656445
ACH/WIRE NOTIFICATION: PAYMENTS@CONSTELLATION.COM

Total Amount Due by

\$505.04

How To Read Your Constellation Invoice

Billing Period: This is the meter reading period. It should match the billing period on your local utility invoice.

NOTE: PSEG (NJ) customers are billed for the number of therms the utility tells Constellation to deliver to them. An adjustment is made periodically by the utility comparing this number with what customers actually used.

Therms: Therms are a measurement of natural gas. 1 therm is equal to 100,000 BTU's (a measure of heat energy: each BTU is the heat needed to raise the temperature of one pound of water one degree Fahrenheit). 10 therms equal 1 dekatherm or 1 mmbtu.

*Line Loss: Line loss is a pass-through charge from the utility. Constellation makes no profit on this charge. It is based on the percentage of shrinkage in the volume of natural gas as it moves from the citygate (where we deliver the gas to your utility) to your burnertip. This percentage is set by the local utility. For example: at a utility line loss percentage of 3%, Constellation must deliver 103 therms to allow the customer to burn 100 therms. The natural gas charge billed by Constellation reflects this line loss percentage.

Unit Price: This is the price per therm of natural gas. This price matches the contracted price in your sales agreement.

Your unit price is prorated. For example:
Billing Period: 11/1/05 – 12/5/05

- The part of the bill reflecting November usage is calculated based on the rate that applies to your gas usage in November.
- The part of the bill reflecting December usage is calculated based on the rate that applies to your gas usage in December.

Sales Tax: Unless you have filed a sales tax exemption certificate with us, we must charge sales tax as follows:
New York: The sales tax is calculated at the rate specified by each municipality per the NY State tax code.
New Jersey: Effective January 1, 2017 the New Jersey Sales Tax has decreased from 7% to 6.875%. The sales tax of 6.875% is included in "current gas charges" as required by the State of New Jersey.

If these tax rates change, the change will be passed on to you as billing adjustment.

Payments Received: This enables you to reconcile your account from one month to the next.

Late Payment Charges: Finance charges for payments received after the due date as set forth in your sales agreement are listed separately.

Adjustments: Adjustments posted to your account since the last billing period are noted.

Total Amount Due by **\$505.04**

CHARGES BY SITE

CUSTOMER - xxxxxxxxxxxxxx
111 MAIN ST, MAIN, NY 11111

Invoice Number: xxxxxxxxxxxxxx

Customer Number: xxxxxx-xx	Meter Number: xxxxxxxx	Read Dates: 11/06/2017 - 12/08/2017
Account ID: xxxxxxxx	Product: Fixed Price Solutions	Usage: 711.000

Previous Balance	Payments	Late/Finance Charges	Credit/ Adjustments	Total New Charges	Total Amount Due
-\$120.58	\$0.00	\$0.00	\$0.00	\$323.50	\$202.92

CUSTOMER - xxxxxxxxxxxxxx
111 MAIN ST, MAIN, NY 11111

Invoice Number: xxxxxxxxxxxxxx

Customer Number: xxxxxx-xx	Meter Number: xxxxxxxx	Read Dates: 12/08/2017 - 01/09/2018
Account ID: xxxxxxxx	Product: Fixed Price Solutions	Usage: 664.000

Previous Balance	Payments	Late/Finance Charges	Credit/ Adjustments	Total New Charges	Total Amount Due
\$0.00	\$0.00	\$0.00	\$0.00	\$302.12	\$302.12

Attachment 7

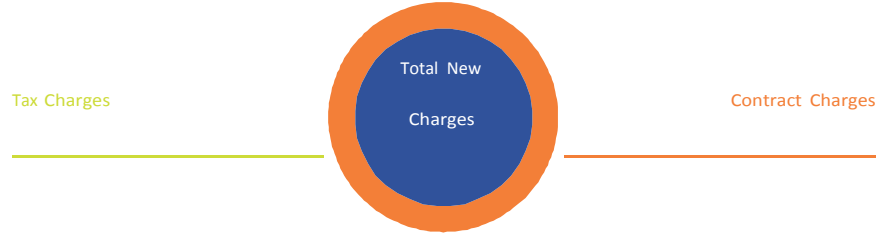
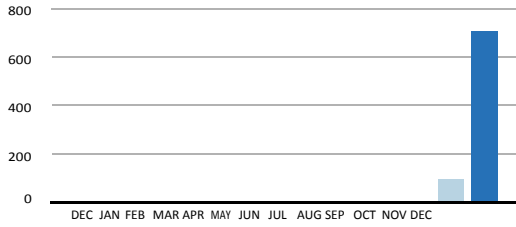
Statement Number:
xxxxxxxxxxx

Customer Number: xxxxxxx -xx

Invoice Number: xxxxxxxxxxx

CUSTOMER - xxxxxxxxxxxxxxxxxxx

111 Main ST, MAIN , NY 11111



SITE DETAILED CHARGES

	QUANTITY	RATE	AMOUNT
Contract Charges			
Energy Charge	711.00 Therm	\$0.4550000	\$323.50
Subtotal Contract Charges			\$323.50
Tax Charges			
TAX_COUNTY	323.50 EXEMPT	\$0.0000000	\$0.00
TAX_SALES	323.50 EXEMPT	\$0.0000000	\$0.00
Subtotal Tax Charges			\$0.00
Total New Charges			\$323.50

Attachment 7

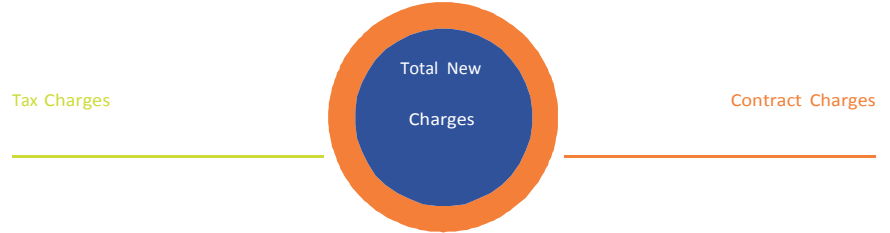
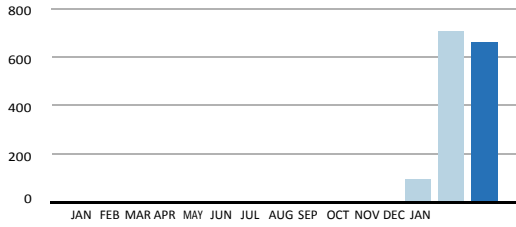
Statement Number:
xxxxxxxxxxx

Customer Number: xxxxxxxx -xx

Invoice Number: xxxxxxxxxxxx

CUSTOMER - xxxxxxxxxxxxxxxxxxxx

111 Main ST, MAIN , NY 11111



SITE DETAILED CHARGES

	QUANTITY	RATE	AMOUNT
Contract Charges			
Energy Charge	664.00 Therm	\$0.4550000	\$302.12
Subtotal Contract Charges			\$302.12
Tax Charges			
TAX_SALES	302.12 EXEMPT	\$0.0000000	\$0.00
TAX_COUNTY	302.12 EXEMPT	\$0.0000000	\$0.00
Subtotal Tax Charges			\$0.00
Total New Charges			\$302.12

Attachment 8

Procedures to Obtain Authorization to Access Customer Historical Usage or Credit Information

Version: 1.0

Dated: March 2018

Customer Authorization Process.

The distribution utility or MDSP shall provide information about a specific customer requested by Constellation NewEnergy – Gas Division, LLC (“Constellation”) , who is authorized by the customer to receive the information.

1. Constellation shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. Constellation shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that Constellation obtained proper customer authorization if Constellation is eligible to provide service and submits a valid information request.
3. Constellation shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by Constellation, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of Constellation.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access Constellation to information about the customer.
5. Constellation shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to Constellation¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to Constellation:
 - a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of Constellation’s enrollment request and the

¹ Upon enrollment of a customer, Constellation shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data or estimated consumption for a period, at the same time that the distribution utility validates them for use. An ESCO issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

Attachment 8

- information in the Customer Contact Information Set and the Credit Information Set, upon Constellation's request.
- b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.
2. Customer Contact Information Set. The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon Constellation's request, consumption history for an electric account and consumption history and/or² gas profile for a gas account.
- a. Consumption history³ for an electric or gas account shall include:
 1. Customer's service address;
 2. Electric or gas account indicator;
 3. Sales tax district used by the distribution utility and whether the utility identifies the customer as tax exempt;
 4. Rate service class and subclass or rider by account and by meter, where applicable;
 5. Electric load profile reference category or code, if not based on service class, whether the customer's account is settled with the ISO utilizing an actual 'hourly' or a 'class shape' methodology, or Installed Capacity (ICAP) tag, which indicates the customer's peak electricity demand;
 6. Customer's number of meters and meter numbers;
 7. Whether the customer receives any special delivery or commodity "first through the meter" incentives, or incentives from the New York Power Authority;
 8. The customer's Standard Industrial Classification (SIC) code;
 9. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
 10. Whether the customer's commodity service is currently provided by the utility;
 11. 12 months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;⁴ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and
 12. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

² If a distribution utility or MDSP offer a gas profile and consumption history, an ESCO may choose either option. A distribution utility or MDSP shall make available, upon request, class average load profiles for electric customers.

³ A distribution utility or MDSP, in addition to EDI transmittal, may provide Web based access to customer history information.

⁴ A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its Customer Contract Information Set.

Attachment 8

- b. A gas profile for a gas account shall include:
 1. Customer's service address;
 2. Gas account indicator;
 3. Customer's number of meters and meter numbers;
 4. Sales tax district used by the distribution utility for billing and whether the utility identifies the customer as tax exempt;;
 5. The customer's Standard Industrial Classification (SIC) code;
 6. Whether the customer's commodity service is currently provided by the utility;
 7. Rate service class and subclass or rider, by account and by meter, where applicable;
 8. Date of gas profile; and,
 9. Weather normalization forecast of the customer's gas consumption for the most recent 12 months or life of the account, whichever is less, and the factors used to develop the forecast.
3. Billing Determinant Information Set. Upon acceptance of an ESCO enrollment request, a distribution utility shall provide the following billing information for an electric or gas account, as applicable⁵:
 - a. Customer's service address, and billing address, if different;
 - b. Electric and/or gas account indicator;
 - c. Meter reading date or cycle and reporting period;
 - d. Billing date or cycle and billing period;
 - e. Meter number, if available;
 - f. Distribution utility rate class and subclass, by meter;
 - g. Description of usage measurement type and reporting period;
 - h. Customer's load profile group, for electric accounts only;
 - i. Life support equipment indicator;
 - j. Gas pool indicator, for gas accounts only;
 - k. Gas capacity/assignment obligation code;
 - l. Customer's location based marginal pricing zone, for electric accounts only; and,
 - m. Budget billing indicator⁶
4. Credit Information Set. The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of an ESCO's electronic or written affirmation that the customer provided authorization for release of the information to the ESCO. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same

⁵ As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.

⁶ This indicator is limited to 12 month levelized payment plans and does not include other payment plans.

Attachment 8

time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon Constellation or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for Constellation's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.


Unauthorized Information Release

Constellation, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, Constellation shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

Attachment 9

Constellation
Sponsored

Switching is easy with no service interruption. Sign up today & receive gift card!




Choose Constellation as Your Energy Supplier
Your Energy Solution

SHOP.CONSTELLATION.COM [Sign Up](#)

Like Comment Share

Constellation
Sponsored

Constellation offers fixed energy supply rates. Sign up today & receive a gift card!



Why Risk an Increase in Your Energy Bill?
Your Energy Solution


SHOP.CONSTELLATION.COM [Sign Up](#)

2 Likes

Like Comment Share

Constellation
Sponsored

We'll contact your current provider for you with no service interruption. Sign up today & receive a gift card!



Switch to Constellation Energy!
Your Energy Solution

SHOP.CONSTELLATION.COM [Sign Up](#)

1 Share

Like Comment Share

For less than a gallon of gas, you can help protect the planet.



[Compare Energy Plans](#)

Constellation

Receive a **Gift Card Bonus** when you enroll

LOCK IN A FIXED ENERGY SUPPLY RATE



Constellation [Learn More](#)

Constellation.
An Exelon Company

Switch Your Energy Provider in minutes
and get up to a \$50 gift card with sign up. It's easy!

[Get Your \\$50 Now](#)



CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____.

8. List other assets (i.e., Stocks and Bonds) :

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses	\$	_____
- Medical expenses	\$	_____
- Telephone bills	\$	_____
- Utility bills	\$	_____
- Mandatory loan/credit card payments	\$	_____
- Other	\$	_____
	\$	_____
	\$	_____
	\$	_____



BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ Therms and/or _____ kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. [UTILITY NAME] reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

BUDGET BILLING PLAN

Page 2

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, [UTILITY NAME] shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe [UTILITY NAME] a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

Return one signed copy to [UTILITY NAME] by MM/DD/YYYY.



FINAL SUSPENSION NOTICE **DATE**

Constellation NewEnergy-Gas Division, LLC
[address]
[toll-free number]

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

YOUR NATURAL GAS SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the ESCO and (LDNAME) or the amount they would have paid for energy if they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR (LDNAME) CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

Constellation NewEnergy-Gas Division, LLC
Credit and Collections



FINAL TERMINATION NOTICE DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, [UTILITY NAME] notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in [UTILITY NAME] terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (XXX) XXX-XXXX. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

[UTILITY NAME]
Credit and Collections



Constellation

An Exelon Company

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY**

[UTILITY name]
[Address]
[Toll-free number]

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.



Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is: \$XX.XX.



QUARTERLY BILLING PLAN

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

Yes! I would like Quarterly Billing:

Return one completed copy to [UTILITY NAME] by MM/DD/YYYY.



Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is \$XX.XX.

[UTILITY NAME] is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, [UTILITY NAME] may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, [UTILITY NAME] may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call [UTILITY NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by [UTILITY NAME]. If you and [UTILITY NAME] cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

Attachment 11

Procedures to Prevent Slamming and Cramming

Version: 1.0

Dated: March 2018

Constellation NewEnergy- Gas Division, LLC (“Constellation”) has instituted and will continue to apply the following:

1. All marketing representatives are and will continue to be required to clearly identify that they are marketing on behalf of Constellation.
2. Constellation does and will continue to identify that the individual being marketed to is authorized to purchase commodity for the account.
3. Constellation does and will continue to follow specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices to the extent applicable to its marketing operations.
4. Constellation has and will continue to monitor marketing scripts and review telemarketing calls to maintain service quality.
5. Cramming will be prevented as Constellation has and will continue to use utility consolidated billing in the service territories where it operates, thereby limiting the items included on the bill.
6. Constellation has and will continue to implement and follow the provisions of the Marketing Training and Quality Assurance Program.
7. Constellation’s marketing representatives have and will continue to display the appropriate Photo Identification.

CONFIDENTIAL INFORMATION REDACTED

Third Party Vendor List

REDACTED



Attachment 13

New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date **03/23/18**

Company Name **Constellation NewEnergy-Gas Division, LLC**

Service Type (Check all that apply): Gas Elec ESCO Cable TV Water ILEC
CLEC Toll Only Other _____

President **Mark Huston**
Mailing Address **1310 Point Street**
 Baltimore MD 21231
Email Address **mark.p.huston@constellation.com**
Phone Number **410-470-2846** Fax Number **410-470-2600**

VP/Director of Customer Service **Kari Cramer**
Mailing Address **4 Houston Center, 1221 Lamar Street, Suite 750**
 Houston TX 77010
Email Address **kari.cramer@constellation.com**
Phone Number **713-652-5541** Fax Number **888-383-4942**

Primary Regulatory Complaint Manager **Darcy Fabrizious – Manager, State Government & Regulatory Affairs**
Mailing Address **N21 W23340 Ridgeview Parkway**
 Waukesha WI 53188
Email Address **darcy.fabrizius@constellation.com**
Phone Number **262-506-6631** Fax Number **262-506-6611**

Secondary Regulatory Complaint Manager **Amy Klaviter – Legal Compliance**
Mailing Address **20 N. Wacker Drive, Suite 2100**
 Chicago, IL 60606
Email Address **amy.klaviter@constellation.com**
Phone Number **312-681-1855** Fax Number **312-681-1999**

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: **choicecompliance@constellation.com** Fax: **888-383-4942**