



Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business
 One Hess Plaza, Woodbridge, NJ 07095
 Phone: 1-800-437-7872
business.directenergy.com

Marketer Name	Guzman, Israel	Date	10/27/2014	Time	5:40:02PM
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CUSTOMER INFORMATION

Customer Name	CITY OF SARATOGA SPRINGS	<input type="checkbox"/> New	<input checked="" type="checkbox"/> Renewal
Contact Name	Billing Contact		
Address	12345 Elmo Ln Gloucester, MA 01930		
Telephone	Fax	Telephone	Fax

NATURAL GAS TRANSACTION CONFIRMATION AND CUSTOMER DISCLOSURES

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated October 27, 2014 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Account No	Rate
	WEIBEL AVE ICE RINK	90191-33020	SC-2
	WEST AVE	78288-17104	SC-2
	474 BROADWAY CITY HAL	98288-16109	SC-2
	58 EXCELSIOR AVE GAR	23388-93102	SC-2
	VISITOR CENTER	09213-66109	SC-2
	HATHORN BLVD	61102-13106	SC-2
	LAKE AVE REC FIELD	70302-12104	SC-2
	60 LAKE AVE	64790-93104	SC-2
	BROADWAY CASINO	73813-65105	SC-2
	VAN RENSSSELEAR GARA	55690-24107	SC-2
	VAN RENSSELAER ST GA	62290-24100	SC-2
	WATER TREATMENT PLAI	80401-29108	SC-2
	13 STATION LN PUMP ST.	02460-88004	SC-2
	LAKE AVE PUMP	43476-14102	SC-2
	1 VAN RENSSELAER ST	47690-24100	SC-2
	15 VANDERBILT AVE	63204-36017	SC-2
	17 WESTBURY DR	04350-02038	SC-2
	147 GEYSER RD	46430-98019	SC-1
	00 ORMANDY LN	88570-52029	SC-2
	GEYSER RD	92314-24104	SC-2
	49 GEYSER RD	92514-24100	SC-2

34 VALLERA RD

20852-24113

SC-2

Delivery Period

Begin: 12/01/2014

End: 11/30/2015

The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.

Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

Delivery Point

Niagara Mohawk/NIMO CNE07 MO DTI

Contract Quantity (Dth)

Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided, that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Contract Quantities remaining to be delivered under Section 12 of the Agreement, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.

	Daily	x	Monthly	
December	1,901		June	112
January	2,880		July	44
February	3,289		August	51
March	2,307		September	82
April	1,349		October	270
May	312		November	1,192

Tax Exemption

Non-exempt Exempt If exempt, must attach certificate.

Purchase Price

Please initial option desired:

Fixed Price : \$3.803 /Dth_____ Nymex Plus : \$0.132/Dth_____

Special Provisions

Change in Utility Account Numbers:

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

Transition of Energy Marketing Business. Hess Corporation has completed the sale of its Energy Marketing business to Direct Energy Business, LLC ("Direct Energy"). As a result of such sale, the business, which has been re-named Direct Energy Business Marketing, LLC dba Direct Energy Business, has become a wholly-owned subsidiary of Direct Energy. If the underlying commodity purchase and sale agreement for this transaction (such agreement, the "Existing Base Agreement") is with Hess Corporation (despite any reference to the contrary herein), then by executing this transaction confirmation, Buyer consents (to the extent such consent is required under the Existing Base Agreement) to the assignment from Hess Corporation to Direct Energy Business Marketing, LLC dba Direct Energy Business of the Existing Base Agreement together with all transactions thereunder (including the transaction evidenced by this transaction confirmation). Furthermore, Buyer releases Hess Corporation from all claims, obligations and liabilities under the Existing Base Agreement and all transactions thereunder upon such assignment

Delivery Point:

Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.

For inquiries related to your purchase, or for any other questions or complaints against Seller, please

contact Seller at the address above. For general inquiries related to the sale and delivery of Gas you may contact the New York Public Service Commission, Department of Public Service ESCO hotline at 1-888-697-7728; write the PSC at the Office of Consumer Education & Advocacy, Three Empire State Plaza, Albany, NY 12223, or visit the PSC's website at <http://www.dps.state.ny.us>.

Buyer represents and acknowledges that: (a) any rights to a rescission period, longer grace periods or notice periods afforded to residential Buyers do not apply; and (b) upon any discontinuance of service by Seller, Seller will return Buyer to full Utility service by the next effective drop date permitted by the Utility, upon at least fifteen (15) days prior notice, provided that the utility has not already disconnected delivery of the service. If the Utility disconnects delivery of the service, then, effective immediately, Seller will not be responsible to provide Gas or any service under this Transaction.

Buyer represents and warrants that (i) it will provide, to Seller, information reasonably required to substantiate its Gas usage, including information regarding its business, locations, meter/account numbers, historical/projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the Transaction hereunder; (ii) acceptance of this Transaction Confirmation constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Transaction; (v) it may rescind the authorization for release of such information at any time, upon prior written notice; provided however, that such rescission will be considered an Event of Default by Buyer under Section 11(iv) of the CMA; and (vi) neither it, nor any transaction, has been solicited through "door-to-door sales" (as such term is defined under the Uniform Business Law § 349-d, and Buyer acknowledges that this representation is a material inducement to Seller entering into this Transaction.

Customer Disclosures:

A. Length of the agreement and end date: The Agreement may terminate upon notice (i) as a result of an Event of Default (except in the case of a Bankruptcy in which case no notice shall be required); or (ii) as further provided in the Agreement, subject to any notice provisions stated therein and provided the Agreement remains in effect with respect to Transactions entered into prior to the effective date of the termination; or (iii) at the end of the above Delivery Period or any successive Renewal Term. For the exact length of the Transaction and end date, please see the "Delivery Period" Section above and/or this "Special Provisions" Section. For the specific text relating to the termination of the Agreement, please see Sections 12 and 14 of the Agreement.

B. Process Buyer may use to rescind the Agreement without penalty: There are no contractual rights to rescind the Agreement, including this Transaction without penalty or without calculation of a Close Out Value and/or Net Settlement Amount.*

C. Net Settlement Amount and method of Calculation: In "Section 12. Remedies" of the CMA the non-defaulting Party has the right to terminate and liquidate all Transactions under the Agreement, calculate a settlement amount by calculating the Close Out Value for each Transaction and aggregate all amounts owing between the parties under the Agreement or any other agreements between the Parties and their affiliates. For the specific text contained in this provision, please see Section 12 of the Agreement.**

D. Late Payment Fee and method of calculation: "Section 4. Billing and Payment" of the CMA sets forth the amount of days in which payment is due from the date of the invoice, the Interest Rate used to calculate late payments, and the calculation of any costs and expenses incurred in collecting payment, including reasonable attorney's fees. For the specific text contained in this provision, please see Section 4 of the Agreement.

*According to the State of New York Public Service Commission's Uniform Business Practices residential Buyers have the right to cancel a sales agreement, without penalty, within three business days after its receipt.

**According to the State of New York Public Service Commission's Uniform Business Practices and the State of New York General Business Law § 349-d for transactions solicited through "door-to-door sales" Buyers may not be charged a termination or early cancellation fee in excess of the greater of: (i) \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months, or (ii) twice the estimated commodity supply bill for an average month, provided that an estimate of an average monthly bill was provided to the Buyer when the offer was made by the Seller along with the amount of any early termination fee based on such estimate.

NYMEX Plus with Trigger: For each month of the Delivery Period, the Purchase Price for the Contract Quantity, subject to the Gas Settlement Adjustment provision, will equal a fixed Basis charge of \$0.132/Dth, plus the Commodity charge for that month. Unless the Commodity charge has been set by agreement of the Parties in accordance with the instructions detailed below, the Commodity charge shall be the per Dth

price equal to the settlement price on the expiration date for that month's New York Mercantile Exchange Henry Hub natural gas futures contract ("NYMEX Contract").

Buyer may fix the Commodity charge for blocks of Commodity through a Buyer-initiated trigger process ("Trigger Order"). Trigger Orders may be initiated for a specific individual month ("Monthly Order") or for a specific set of contiguous months within the duration of the Delivery Period ("Strip Order"). Trigger Orders are filled on a best efforts basis during operating hours. The Commodity charge may be fixed by agreement of the Parties at any time prior to 1:00 PM on the expiration date of the applicable month's NYMEX Contract.

Buyer acknowledges that the Commodity charge may be set (fixed) for a period up to, but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which the Parties may fix the Commodity charge, and is posted on your online account portal. Seller reserves the right to amend these date restrictions at its sole discretion.

Buyer's "Responsible Trigger Contact(s)" have been identified as Sharon Dupuis [sharon.dupuis@directenergy.com]. Seller will generate a confirmation to be sent to Buyer's Responsible Trigger Contact each time the Commodity charge is fixed ("Trigger Confirmation"). Each such Trigger Confirmation will be made a part of, and is not a replacement for, this Transaction Confirmation. All orders are binding upon being filled. Any notices regarding Trigger Confirmations must be sent to trigger@directenergy.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Direct Energy Business Development Manager.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.803 /Dth.

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION LETTER BY FACSIMILE TO 315-423-0964 .

BUYER: CITY OF SARATOGA SPRINGS

SELLER: Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____