

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

One Hess Plaza, Woodbridge, NJ 07095 Phone: 1-800-437-7872

36824250

Proposal Id

business.directenergy.com Marketer Name Guzman, Israel

| | | | Date 8/26/2015 | | Time 1:10:52PM | |
|----------------------|---|-----|-----------------|-----------|----------------|--|
| CUSTOMER INFORMATION | | | | | | |
| | | | | | | |
| Customer Name | | | New | x Renewal | | |
| Contact Name | | | Billing Contact | | | |
| Address | 5 LAKE AVENUE SARATOGA SPRINGS, NY 12866 | | Billing Address | | | |
| 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 November 03, 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 | Service Address | Utility Account No | Rate |
|---|------------------------|--------------------|------|
| (Additional pages may be attached if necessary) | | | |
| | 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 RENSSELEAR 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 | |
| | | | 302 | |
| Delivery Period | Begin: 12/01/2015 End: 11/30/2016 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller request the Utility to enroll Customer on the first meter read date within the Delivery Period. | | | |
| 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 3,911 | June 106 | | |
| | January 4,547 | July 61 | | |
| | February 3,880 | August 61 | | |
| | March 3,341 April 1,627 | September 242 October 1,389 | | |
| | May 475 | November 2,613 | | |
| | | | | |
| Tax Exemption | [Non-exempt [E | xempt If exempt, must attach certificate. | | |
| Purchase Price | Fixed Price: \$3.402 /Dth | | | |
| | 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 D | | | |

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.

Fixed Price: The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$3.402 /Dth.

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 (1) the end of the Delivery Period or (2) during the Renewal Term, the earlier of the end of each successive month Renewal Term or the next cycle read date. After notice is given as contemplated in the previous sentence, the date of termination ("Termination Date") shall be the next effective drop date permitted by the Utility. The Purchase Price for delivery to the Delivery Point during the Renewal Term or for any period outside of the Delivery Period, shall be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing.

| 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 | | | | |
| Ву: | Ву: | | | | |
| Print Name: | Print Name: | | | | |
| Title: | Title: | | | | |
| Date: | Date: | | | | |
| | | | | | |