

Customer:
PR #:
Contract #:

**CONNECTICUT SHORT FORM ENERGY SALES AGREEMENT
FIXED PRICE**

This **Connecticut** Short Form Energy Sales Agreement (the "Agreement") is entered into effective as of the [Day] day of [Month] 20[Year] (the "**Effective Date**") by and between GDF SUEZ Energy Resources NA, Inc. ("**Suez**"), a Delaware corporation and [Customer Name] ("**Customer**"). Suez and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Unless provided to the contrary, capitalized terms are defined in Section 3.

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** Subject to the terms and conditions set forth herein, Suez shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service for the facility(ies) specified in Attachment A, Exhibit 1.
- 1.2 **Term.** This Agreement shall be effective on the Effective Date and the service contemplated herein shall commence at the Contract Price on the first available Utility Transfer Date on or immediately following the Start Date as specified for each facility in Attachment A, Exhibit 1. Service shall remain in effect at the Contract Price through the first available Utility Transfer Date immediately following the End Date as specified for each facility in Attachment A, Exhibit 1. Notwithstanding the foregoing, Customer's options for service beyond the Utility Transfer Date following the End Date include: i) executing an agreement with Suez for new terms and conditions of service, ii) transferring to another competitive supplier, or iii) providing a written request to Suez to transfer Customer's account(s) to the applicable default service provider. In the event Customer does not exercise one of the options above prior to the End Date, service by Suez may continue hereunder after the Utility Transfer Date following the End Date until the next available Utility Transfer Date following Customer's exercise of one of the above options or Suez's transfer of Customer's account(s) to the applicable default service provider, whichever occurs first (the "Post-Term Period"). For service during the Post-Term Period, in lieu of the Contract Price, Customer shall pay Suez an amount equal to the applicable real time index price as posted by the ISO for the relevant delivery point, plus a per kWh Post-Term Charge as defined herein, plus any applicable non-utility charges, including but not limited to Ancillary Services, installed (or unforced) capacity, losses, and all other ISO charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. Taxes and Utility Related Charges are additional and not included and are separately listed in the Customer invoice. In the event Customer's account(s) are enrolled with the applicable Consolidated Billing Utility under the terms of the Purchase of Receivables Program and Customer does not timely exercise one of the options above, at Suez's discretion, service may continue hereunder following the End Date or Suez may transfer Customer's account(s) to the applicable default service provider. For service beyond the End Date, Customer shall pay Suez the Contract Price or a market based default rate determined by Suez in a commercially reasonable manner.
- 1.3 **Billing and Payment.** For each Billing Cycle, Suez will deliver to Customer an invoice setting forth the charges due for the preceding Billing Cycle. Such invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of the Agreement, and any applicable Taxes and Utility Related Charges. Suez may, however, use estimated data for billing purposes hereunder provided that such estimates will be subject to future reconciliation upon receipt of final data regarding the actual quantity of energy consumed for the applicable Billing Cycle. Payment shall be due to Suez by check, electronic funds transfer (EFT) or any other mutually agreed upon payment method within twenty (20) days after the date of the invoice. In the event EFT is elected, Customer shall promptly provide all relevant account information and take all actions necessary to authorize and allow Suez to collect payment by such method during the term of this Agreement, and payment shall be collected by Suez by making an automatic draft from Customer's bank account. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment, and Suez retains the right to report payment history to various credit agencies. If any amount of an invoice is disputed in good faith, the entire invoice shall be paid when due. Any disputed amounts that are ultimately determined to be owed to Customer shall be repaid by Suez with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to Customer. Any dispute with respect to an invoice is waived unless the other Party is notified within twenty-four months after the invoice is rendered or any specific adjustment to the invoice is made. **Customer is hereby notified that Suez retains the right to and may sell its account receivables to the applicable consolidated billing utility under the terms of the Purchase of Receivables Program in the State of Connecticut. This program grants the consolidated billing utility the right to disconnect non-residential customers for non-payment of all amounts on a consolidated bill when due. Such utility is authorized to disconnect its delivery service and Suez's commodity service for non-payment of all amounts due on the consolidated bill, including the amount due Suez, all in accordance with applicable rules.**

BILLING UTILITY
The United Illuminating Company
Connecticut Light and Power Company

- 1.4 **Contract Price.** Customer shall pay Suez the Contract Price per kWh of electric energy consumed in a Billing Cycle. This price may include, if applicable, an Intermediary Fee, and is inclusive of all non-utility charges including energy, ancillary services, installed (or unforced) capacity, congestion, losses, and other ISO-NE charges or administrative fees incurred in connection with delivery of energy to the delivery point specified in Attachment A, Exhibit 1. The Contract Price does not include Taxes and Utility Related Charges, and Customer acknowledges that Suez does not control the Taxes and Utility Related Charges associated with Customer's usage.

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- 1.5 Conditions to Transact: The obligations of Suez pursuant to this Agreement are conditioned, if applicable, upon the following: (a) a credit screen by Suez, including a review of Customer's most recent invoice from its current provider and the verification of a satisfactory credit score, or, in the alternative, the furnishing by Customer of credit support such as a cash deposit, letter of credit or an alternate means of bill payment; (ii) the verification of usage on the accounts identified in Attachment A to this Agreement, and/or (ii) the completion of a transaction validation telephone call between Customer and Suez on a recorded phone line. Customer consents to the recording of the transaction validation telephone call and acknowledges that such recording may be used to prove the intent of a transaction.
- 1.6 ISO-NE Winter Reliability Program: The Contract Price does not include charge for the ISO-NE Winter Reliability Program described by FERC's order in Docket No. ER14-2407. These charges shall be charged to the Customer based on the Customer's load share ratio and summarized in the Customer invoice.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 Notices. Notices, correspondence, and address changes shall be in writing and delivered by regular or electronic mail, facsimile, or similar means or in person Notice by facsimile, electronic mail or hand delivery shall be deemed to have been received on the date transmitted or delivered (after business hours deemed received on next Business Day) and notice by overnight mail or courier are deemed received two Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may from time to time specify in writing to the other Party.
- 2.2 Taxes. "Taxes" shall mean any and all taxes and fees imposed on the purchase and sale of electric energy by any Governmental Authority. Customer will be responsible for, pay, and indemnify Suez for all Taxes hereunder, whether imposed on Customer or Suez. Suez may collect such Taxes from Customer by increasing Suez charges for the amount of such Taxes.
- 2.3 Title, Risk of Loss. Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from Suez to Customer at the delivery point specified in Attachment A, Exhibit 1.
- 2.4 Credit Assurances. If Suez has commercially reasonable grounds to believe Customer's creditworthiness or performance under this Agreement has or may become unsatisfactory, then Suez shall provide Customer with written notice requesting Performance Assurance in an amount not to exceed three (3) times the average amount invoiced by Billing Cycle. Upon receipt of such notice, Customer shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Suez.
- 2.5 Force Majeure. "Force Majeure" shall mean an event that is beyond the reasonable control of the Party claiming an event of Force Majeure that could not have been prevented by the exercise of due diligence. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Suez to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.
- 2.6 Events of Default. In addition to the rights of the consolidated billing utility, if applicable, an "Event of Default" means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the "Defaulting Party"): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party by the other Party ("Non-Defaulting Party"), or (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof to the Defaulting Party; or (d) the failure of the Defaulting Party to provide Performance Assurance in accordance with Section 2.4; (e) if Suez enrolls Customer's account(s) in the applicable consolidated billing utility under the terms of the Purchase of Receivables Program, and the consolidated billing utility terminates Customer from the consolidated billing program; or (f) the Defaulting Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or Insolvent.
- 2.7 Remedies Upon an Event of Default. If an Event of Default occurs, the Non-Defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If Non-Defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The Non-Defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the Defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 Limitation of Liability. **FOR BREACH OF ANY PROVISION OF THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN THIS AGREEMENT, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.**
- 2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or

incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.

- 2.10 **Representations and Warranties.** As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of the Agreement as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to Suez throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. With the exception of any warranty that is expressly set forth in this Agreement, Suez and its successors, assigns and delegates make NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. With regard to the services Suez provides, or the activities Customer undertakes, pursuant to this Agreement, Suez acts solely as counterparty in all transactions with Customer under this or any other Agreement. Accordingly, Suez has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that Suez proposes to enter into with Customer.
- 2.11 **Assignment and Binding Effect.** Neither Party will assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, **provided however, that the transfer by SUEZ of the account receivable associated with sales to Customer shall not require Customer consent or further notice.** Consent to assignment shall not be unreasonably withheld. Any assignment in violation of this Section shall be void.
- 2.12 **Change in Law.** In the event that there is a change in law, administrative regulation, or any fees or costs imposed by the applicable ISO or by a Governmental Authority and such change causes Suez to incur any capital, operating or other costs relating to the provision of services contemplated herein, such costs shall be passed through to Customer. Provided that, in the event such a change in law renders performance under this Agreement illegal, the Parties shall meet as soon as practicable to attempt to renegotiate the Agreement to comply with such change. If the Parties are unable to amend the Agreement, the Parties' obligations hereunder shall terminate upon the earlier of the date the change in law becomes effective or on the date Customer commences service with a retail energy provider in lieu of Suez.
- 2.13 **Governing Law.** THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS, AND WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.14 **Misc.** This Agreement, any Appendix or Exhibits attached hereto and any Sales Confirmations executed in accordance with this Agreement constitute the entire agreement between the Parties. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. No amendment, modification or change will be enforceable unless reduced to writing and executed by both Parties. No waiver by any Party hereto of any one or more defaults by the other Party in the performance of any of the provisions of this Agreement will be construed as a waiver of any other default or defaults whether of a like kind or different nature. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

"Bankrupt" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a Bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

"Billing Cycle" means, for each account, the period between meter read dates rendered either by Suez or the applicable utility during the applicable Term.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Claiming Party" means the Party claiming an event of Force Majeure.

"Congestion" means the amount equal to the difference between the congestion component of the day ahead locational marginal price between two points, zones, or a combination thereof, as published by the ISO-NE for the same hour and on the same date.

“Current Market Price” means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, dealers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

“Firm Full Requirements Service” means that either Party shall only be relieved of its obligations to sell and deliver or purchase and receive electric energy hereunder without liability to the extent that, and for the period during which, such performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

“Governmental Authority” means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

“Interest Rate” means, for any date, the lesser of (a) one and one-half percent (1 ½ %) or (b) the maximum rate permitted by applicable law.

“Intermediary Fee” means a fee included in the Contract Price that Customer agrees should be remitted to the broker / service provider that Customer engaged, if any, in the selection of Suez as its electricity supplier.

“ISO-NE” means the New England Independent System Operator or any successor thereto.

“Performance Assurance” means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to Suez.

“Post-Term Charge” means the \$/kWh charge of electric energy consumed as specified on the Attachment A. Suez may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

“Utility Related Charges” means charges or surcharges by a utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the Connecticut electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

“Utility Transfer Date” means the time and date on which the applicable utility has completed the process necessary to permit Suez to commence or discontinue providing the services hereunder. The process may include, as necessary and without limitation, recognizing Suez as Customer’s electric supplier and /or limited agent; processing and acting on direct access service requests; installation of meters and the final meter read date.

SECTION 4. NOTICES

	BUSINESS NAME CONTACT NAME	BILLING CONTACT	GDF SUEZ Energy Resources NA, Inc. CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:	[Customer Name] [Customer Contact]	[Billing Contact Name] [Contact Title]	GDF SUEZ Energy Resources NA, Inc. Attn: GSERNA Retail	<u>Please wire payments to:</u> Mellon Bank <u>Account Title:</u> GDF SUEZ Energy Resources NA, Inc.
STREET ADDRESS:	[Street Address] [Street Address]	[Street Address] [Street Address]	1990 Post Oak Blvd	<u>Account Number:</u> 8-086-282
CITY, STATE, ZIP:	[City, State] [Zip Code]	[City, State] [Zip Code]	Houston, TX 77056	<u>ABA Number:</u> 03100037
PHONE #:	[Phone Number]	[Phone Number]	1-888-232-6206	<u>For payment by check, please send to:</u>
FAX #:	[Fax Number]	[Fax Number]	713-636-0927	GDF Suez Energy Resources P.O. Box 9001025 Louisville, KY 40290-1025
EMAIL:	[Email Address]	[Email Address]	CustServ@gdfsuezna.com	

Customer:
PR #:
Contract #:

CUSTOMER INFORMATION	GDF SUEZ INFORMATION
DUNS NO #: [Customer DUNS No.]	DUNS NO #: 099668332
FEDERAL TAX ID #: [Customer Federal Tax Id No.]	FEDERAL TAX ID #: 76-0685946

This Agreement will not become effective as to either Party unless and until executed by both Parties. IN WITNESS WHEREOF, the Parties, by their respective duly authorized representative, have executed this Agreement to be effective as of the Effective Date.

If your maximum demand is 500kW or less, you have the right to cancel this service agreement until midnight of the third business day after the date of this agreement. To cancel this service agreement, you may contact Suez's customer service department at 1-888-232-6206, custserv@gdfsezna.com, or by mail at GDF Suez Energy Resources NA, Inc., 1990 Post Oak Blvd., Ste. 1900, Houston, TX 77056.

THIS AGREEMENT MUST INCLUDE AN IDR DATA AUTHORIZATION FORM COMPLETED AND SIGNED BY CUSTOMER.

SIGNATURES	
Customer: [Customer Name]	GDF SUEZ Energy Resources NA, Inc.
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date: