

**NATURAL GAS AGREEMENT
TERMS AND CONDITIONS**

version 11.30.2016

I have chosen Constellation New Energy – Gas Division, LLC (“Constellation”) to supply natural gas to my natural gas account (“Account”), subject to the eligibility requirements of my local utility, Black Hills Distribution, LLC (“Utility”), and acceptance by Constellation, and authorize Constellation to enroll my Account. This Natural Gas Agreement (“Agreement”) sets forth the general terms and conditions regarding my natural gas supply from Constellation.

1. Constellation Services and Utility Services. This Agreement and any renewal notice from Constellation (if applicable) reflect my entire agreement with Constellation and supersede any oral or written statements made in connection with this Agreement or my natural gas supply. The Utility will continue to deliver gas to me, read my meter, and provide emergency and other services it has provided in the past.

2. Term and Renewal. Constellation will begin supplying my natural gas when the Utility switches my account to Constellation. This Agreement will continue for either twelve (12), twenty-four (24) or thirty-six (36) months, as selected by me on the Utility election form (the “Initial Term”), starting with my first billing month. This Agreement will automatically renew for additional twelve (12) month terms (each a “Renewal Term”) unless I select a different supplier before the Utility’s annual selection deadline. Constellation will set the rate that will apply for each Renewal Term.

3. Events of Default. I will be in default under this Agreement if I (a) fail to comply with the Utility’s payment terms, or (b) move during the term of this Agreement. If one of these events occurs, Constellation may terminate this Agreement.

4. Billing and Payment. I will be invoiced by the Utility monthly for all charges applicable to my natural gas usage, including Constellation’s gas supply rate, applicable taxes, and all applicable Utility customer charges and franchise fees.

5. Questions and Disputes. For questions about this Agreement I will call Constellation’s Customer Care at 1-877-274-5710, M-F 8A.M. to 5P.M. CST, or send a letter to: Constellation New Energy – Gas Division, LLC, 2348 SW Topeka Blvd., Suite 203, Topeka KS 66611, or send an email to NEChoice@constellation.com. Constellation will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution.

6. Emergency. IF I SMELL GAS I SHOULD IMMEDIATELY CALL BLACK HILLS DISTRIBUTION, LLC AT 1-888-890-5554.

7. Confidentiality. Consistent with applicable regulatory requirements, Constellation will hold in confidence all information obtained from me or the Utility related to the provision of services under this Agreement and which concern my energy characteristics and use patterns, except that Constellation may disclose such information to its affiliates and such affiliates’ employees, agents, advisors, and independent contractors.

8. Changes in law or market structure. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, pipeline tariffs or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you without prior notice. The changes described in this Section may change any or all of the charges described in this Agreement.

9. Miscellaneous. Constellation will delivery gas to a point of interconnection between the Utility distribution system and a third party pipeline (the “Delivery Point”). Title and risk of loss transfer to me at the Delivery Point. BOTH I AND CONSTELLATION AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS CONTRACT. Constellation may assign this contract to another supplier authorized by the Utility provided that Constellation gives me written notice of such assignment, and the assignee assumes all of Constellation’s responsibilities and duties under this contract. I may not assign this Agreement without Constellation’s prior written consent. Any required notice shall be deemed to have been made if mailed to my last known mailing address in Constellation’s records for the account. The laws of the state where the service is being provided shall govern the interpretation and performance of this Agreement. If my state’s public service commission or the Utility ends or changes the program under which I buy gas in a manner that physically prevents or legally prohibits Constellation from performing under the terms of this Agreement, Constellation may terminate this Agreement on fifteen (15) days written notice.