

Customer Name	LDC	LDCMeter	LDCAccount	Frm/interruptib	ChoiceGTS	ServiceAddress1	ServiceCity	State	ServiceZip	Pipeline	Rate Class
Pine Manor College	Boston Gas Company	001206101	5168910000	Firm	Capacity	314 Heath St	Brookline	MA	02445	AGT	G-43
Pine Manor College	Boston Gas Company	0B9000440	5168913690	Firm	Capacity	400 Heath St	Brookline	MA	02445	AGT	G-43
Pine Manor College	Boston Gas Company	00P937141	5168910030	Firm	Capacity	70 Woodland Rd	Brookline	MA	02467	AGT	G-43
Pine Manor College	Boston Gas Company	009906103	5168913720	Firm	Capacity	400 Heath St	Brookline	MA	02445	AGT	G-42
Pine Manor College	Boston Gas Company	009903239	5168913750	Firm	Capacity	400 Heath St	Brookline	MA	02445	AGT	G-44
Pine Manor College	Boston Gas Company	009813487	5168910060	Firm	Capacity	308 Heath St	Brookline	MA	02445	AGT	G-44

N.B.
All zip
codes are
02467 

Customer Signature and Title:

 Executive Vice President

Date: 02/03/16



Natural Gas Supply Terms of Service

(Annual usage of more than 7,000 therms (700 dekatherms))

Constellation Energy Gas Choice, LLC Massachusetts License #GS-053

Under the terms of this Natural Gas Supply Agreement ("Agreement"), Constellation Energy Gas Choice, LLC ("Constellation") will supply to Customer and Customer shall purchase from Constellation 100% of Customer's natural gas needs for the accounts listed below. 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 next applicable meter read date after the utility processes your enrollment. This Agreement will continue for 12 months ("Primary Term") following enrollment, 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):

- Fixed Price Contract – 100% Swing:** The price for all natural gas supplied by Constellation to Customer's accounts is \$5.8588 per dekatherm ("Dth") for the Primary Term of this Agreement. 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 pricing option is available for both daily balanced and monthly balanced accounts.
- Fixed Basis Contract – 100% Swing:** The monthly price for all natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement will equal the sum of a Commodity Charge (defined below) plus a basis charge of \$ per Dth. 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 pricing option is available for both daily balanced and monthly balanced accounts.
- Index Price Contract – 100% Swing:** The monthly price for all 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, Tennessee Z6 200 or Algonquin Citygate (as indicated in the List of Accounts below in the "Pipeline" column) plus \$ per Dth. 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 pricing option is only available for daily balanced accounts.
- Fixed Price Contract – 10% Swing:** The price for natural gas supplied by Constellation to Customer's accounts is \$ per Dth for the Primary Term of this Agreement for volumes between 90% and 110% of the monthly volumes listed in Attachment A to this Agreement. The price for any monthly consumption that is less than or in excess of the volumes in Attachment A will be as set forth in the General Terms and Conditions. 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 pricing option is only available for daily balanced accounts.
- Fixed Basis Contract – 10% Swing:** The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement will equal the sum of a Commodity Charge (defined below) plus a basis charge of \$ per Dth for volumes between 90% and 110% of the monthly volumes listed in Attachment A. The price for any monthly consumption that is less than or in excess of the volumes in Attachment A will be as set forth in the General Terms and Conditions. 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 pricing option is only available for daily balanced accounts.
- Fixed Price Contract – 0% Swing:** The price for natural gas supplied by Constellation to Customer's accounts is \$ per Dth for the Primary Term of this Agreement for the monthly volumes listed in Attachment A to this Agreement. The price for any monthly consumption that is less than or in excess of the volumes in Attachment A will be as set forth in the General Terms and Conditions. The price for all natural gas supplied to Customer's accounts following the Primary Term of

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this Agreement will be a Monthly Variable Price as described in the General Terms and Conditions. This pricing option is only available for daily balanced accounts.

- Fixed Basis Contract – 0% Swing:** The monthly price for natural gas supplied by Constellation to Customer's accounts for the Primary Term of this Agreement will equal the sum of a Commodity Charge (defined below) plus a basis charge of \$ per Dth for the monthly volumes listed in Attachment A. The price for any monthly under consumption or excess consumption will be as set forth in the General Terms and Conditions. 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 pricing option is only available for daily balanced accounts.

For Fixed Basis price options, the per dekatherm "Commodity Charge" may be set by agreement of the parties at any time prior to 1:00 PM Eastern Time on the expiration date of the applicable month's New York Mercantile Exchange ("NYMEX") futures contract. If the parties do not agree on a price by 1:00 PM on the expiration date for the applicable month, the Commodity Charge for that month will default to the settlement price on the expiration date of the month's NYMEX natural gas futures contract.

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.

LIST OF ACCOUNTS							
Utility Account Name	Tax ID Number	Account Location	Utility	Rate Class	Utility Account Number	Pipeline (Tennessee or Algonquin)	Metered Service (Daily/Monthly)
See Addendum							

The account number for an Account Location shall be the Utility Account Number set forth in the LIST OF ACCOUNTS section above or as attached, as applicable, or any replacement account number issued by the utility from time to time.

Customer understands that no more than one retail natural gas supplier may be designated to provide gas supply service to a meter or group of meters at a specific location and that selection of Constellation as your retail natural gas supplier may involve a charge (such as an early termination fee) if Customer currently has a contract for natural gas supply with another supplier.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Customer: Pine Manor College

Signature:

Name: Richard Regan

Title: Executive VP

Date: 23/16

Address: 400 Heath St Chestnut Hill, MA, 02467

Faxsimile:

Telephone: 617 731 7000

Email: rregan@pmc.edu

Constellation Energy Gas Choice, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Constellation Energy Gas Choice, LLC, P.O. Box 4911, Houston, Texas 77210-4911

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Toll-Free Customer Care: (800) 785-4373 Facsimile: (800) 785-4374 www.constellation.com

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Constellation Energy Gas Choice, LLC
Natural Gas Supply Terms of Service
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). 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.

2. For 0% Swing and 10% Swing Pricing Only: The unit price adjustment for monthly under-consumption or excess consumption is as follows:

0% Swing:

Under Consumption: If Customer's actual gas consumption for any month is less than the monthly volume set forth in Attachment A, Customer will still be billed for the full monthly volume. However, Customer will also receive a per Dth credit for the difference between actual consumption, adjusted for utility fuel loss, and the monthly volume in Attachment A in an amount equal to the monthly average of daily midpoint price postings as published in Platt's Gas Daily under Tennessee Zone 6 delivered or Algonquin Citygate (as indicated in the List of Accounts in the "Pipeline" column) minus \$0.30 per Dth.

Excess Consumption: If Customer's actual gas consumption for any month is greater than the monthly volume set forth in Attachment A, the per Dth charge for the difference between actual consumption, adjusted for utility fuel loss, and the monthly volume in Attachment A will be the monthly average of daily midpoint price postings as published in Platt's Gas Daily under Tennessee Zone 6 delivered or Algonquin Citygate (as indicated in the List of Accounts in the "Pipeline" column) plus \$0.30 per Dth.

10% Swing:

Under Consumption: If Customer's actual gas consumption for any month is less than 90% of the monthly volume set forth in Attachment A, Customer will still be billed for 90% of the monthly volume. However, Customer will also receive a per Dth credit for the difference between actual consumption, adjusted for utility fuel loss, and 90% of the monthly volume in Attachment A in an amount equal to the monthly average of daily midpoint price postings as published in Platt's Gas Daily under Tennessee Zone 6 delivered or Algonquin Citygate (as indicated in the List of Accounts in the "Pipeline" column) minus \$0.30 per Dth..

Excess Consumption: If Customer's actual gas consumption for any month is greater than 110% of the monthly volume set forth in Attachment A, the per Dth charge for the difference between actual consumption, adjusted for utility fuel loss, and 110% of the monthly volume in Attachment A will be the monthly average of daily midpoint price postings as published in Platt's Gas Daily under Tennessee Zone 6 delivered or Algonquin Citygate (as indicated in the List of Accounts in the "Pipeline" column) plus \$0.30 per Dth.

3. 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. Customer's usage will be adjusted by a line loss factor provided by the utility.

4. 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.

5. 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

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termination or on receipt of all necessary information to reconcile Customer's estimated usage with Customer's actual usage during the contract period. Volumes will be adjusted by a line loss factor as provided by the applicable utility.

6. 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. 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 (800) 785-4373.

7. 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.

8. Financial Responsibility: Constellation's acceptance of this Agreement is conditioned upon Constellation's review of Customer's creditworthiness, approval of which shall be at 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 an amount equal to two (2) times the cost of the highest projected monthly usage for all of Customer's accounts during the twelve months immediately following Constellation's demand as determined by Constellation (collectively, the "Assurance Amount"). To satisfy a demand for adequate assurance, Customer shall provide the Assurance Amount in the form of a prepayment, a cash deposit, a standby letter of credit or a parental guaranty in form and substance, and from an entity, reasonably satisfactory to Constellation within 5 days of the date of the written demand for the Assurance Amount. If such Assurance Amount 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 unpaid account balance or damages owed by Customer to Constellation.

9. 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 11 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.

10. 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.

11. 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).

12. 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.

13. 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 rescinds these authorizations, if Customer fails to meet or maintain satisfactory credit standing as determined by Constellation, or if Customer fails 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 12. If Customer fails to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

14. 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 Massachusetts, without giving effect to principles relating to conflict of laws.

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15. Utility Tariffs and Operating Procedures: This Agreement is subject to the tariff and operating procedures of the 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.

16. Balancing Charges/Curtailments. Customer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Constellation. Variations related to weather are not considered a material variation under this Section. Customer may notify Constellation of expected variations in usage by contacting Supervisor, Gas Scheduling at (713) 354-0526. "Balancing Charges" means utility fees, costs or charges and penalties assessed for failure to satisfy the utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day. "Gas Day" means a period of 24 consecutive hours as defined by the utility. If Customer is directed by its utility to curtail its usage, in whole or in part, Customer will curtail as directed. If Customer fails to curtail as directed, Customer will pay or reimburse Constellation for all Balancing Charges assessed by the utility.

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 1-800-785-4373; by sending a letter to Constellation Energy Gas Choice, LLC, P.O. Box 4911, Houston, TX 77210-4911 or by sending an email to feedback@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. 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 both 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. Customer may direct questions or requests for information about this Agreement to Constellation at (800) 785-4373, or email Constellation at feedback@constellation.com.

21. EMERGENCY. In the event of a gas leak or other gas emergency, contact your local utility at the following number: National Grid at 1-800-233-5325, NSTAR Electric and Gas at 1-800-592-2000, Columbia Gas of Massachusetts at 1-800-525-8222, or The Berkshire Gas Company at 1-800-292-5012.

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ATTACHMENT A

MONTHLY VOLUME LISTING
(for 0% Swing and 10% Swing Pricing only)

Month	Contract Quantity (Dth at the Citygate)
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

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