



This Offer Sheet forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and _____ ("Customer"). This Offer Sheet and the attached General Terms and Conditions shall only become binding and enforceable when executed by both Customer and HES. Nothing herein shall be deemed to require HES to execute the Agreement. The date on which HES executes this Agreement shall be deemed the "Effective Date" of the Agreement.

Customer Information

Customer Name:	
Billing Address:	
City, State, Zip Code:	
Contact Person:	
Phone:	
E-mail:	

ESSENTIAL AGREEMENT INFORMATION

- a) This Agreement is with HES, a retail natural gas supplier and not the Customer's Utility. Customer is not required to switch Gas suppliers but if it does, the Utility will continue to deliver Gas to the Location at its regulated delivery rates.
- b) This Agreement does not guarantee financial savings. At any given time, the Utility's rates may be lower or higher than HES's rates for Gas.
- c) This Agreement can be automatically renewed on a month to month basis (see Section 6). Customer will owe Exit Fees to HES if Customer causes this Agreement to end early (see Section 12).
- d) By signing this Agreement, Customer agrees to initiate Gas service and begin enrollment with HES. HES, following execution of this Agreement, will supply Gas and Greengas (if selected) at the rate(s) Customer agrees to on the Offer Sheet. Customer will pay the related charges, plus applicable taxes.
- e) This Agreement only covers the cost of Gas (and Greengas, if selected); as always, Customer will be responsible for any regulated delivery, transportation, and other charges (or credits) billed by the Utility.

**Offer Specifics
Gas**

		Greengas Usage Percentage	Price(\$/therm)
Estimated Start Date (MM / YYYY)		0%	N/A
Term (months)		20%	N/A
		40%	N/A
Fixed Price (\$/therm)	\$ _____	60%	N/A
Greengas Price (\$/therm)	\$ _____	80%	N/A
Total Price (\$/therm)	\$ _____	100%	N/A

If applicable, Customer will be responsible for late payment fees at a rate of 1.50% per month, as may be amended, or the highest rate permitted by law, whichever is less, on the uncontested unpaid balance. A fee of \$30.00 will be assessed to Customer for each returned payment for insufficient funds.

Included Locations

Utility	Utility Account Number	Service Address

Product-Specific Terms

Price and Pass-through Charges

Fixed Price: Fixed price per therm as listed above. The Fixed Price listed above includes only the supply of Gas. The Fixed Price does not include any other costs that may be assessed by third parties. Such other costs are defined as Pass-through Charges and shall be the responsibility of Customer.

Exit Fees (Liquidated Damages)

If this Agreement ends early due to Customer's Default, Customer shall pay liquidated damages to HES as defined below. Further details regarding Default and Exit Fees are provided in Section 10 and Section 12.

- Gas Exit Fee - Customer's Remaining Volume multiplied by the difference per therm obtained by subtracting the market price for similarly situated customers existing at the time of the Default from the Fixed Price (provided that such Exit Fee shall be at least \$0.05 per therm); plus all transmission, delivery costs, penalties and any other charges incurred by HES as a result of the termination; plus all applicable taxes; plus HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies. The Parties agree that it would be difficult or impossible to determine the precise amount of damages that would result from Customer's Default, that the Exit Fee set forth herein represents a fair and reasonable estimate thereof, and that said Exit Fee constitutes liquidated damages and not a penalty.
- Greengas Exit Fee - If Customer signed for Greengas, Customer's Remaining Volume multiplied by the Greengas Price listed above.

Customer is advised to review in detail the General Terms and Conditions. In particular, see Section 6 for information on the possible automatic renewal of this agreement, and Section 8 for more information on charges and taxes under this Agreement.

By signing this Agreement, each Party agrees to be bound by the terms of this Offer Sheet and the General Terms and Conditions, and acknowledges having full authority to sign this Agreement and enter a binding contract for the Location(s) listed above.

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

Customer
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

Hudson Energy Services, LLC
 Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

I have the authority to bind Customer.

I have the authority to bind HES.

Note to Customer: Please submit your executed Terms and Conditions and Offer Sheet to HES by e-mailing the Agreement to northeastsales@hudsonenergy.net or by faxing it to (800) 506-6009.

General Terms and Conditions (Commercial Customers)

1. Key Defined Terms.

Agreement: Collectively, the Offer Sheet and these General Terms and Conditions. **Customer:** The account holder(s) named on the Offer Sheet. **Fixed Price:** If the Customer has chosen a "Fixed Price," the price listed on the Offer Sheet as the fixed price per therm that Customer will pay for the Term for Customer's consumption of natural gas. **Gas:** The natural gas commodity to be supplied to the Location. **Greengas:** Green energy option for natural gas. **Greengas Price:** The price listed on the Offer Sheet as the Greengas price per therm that Customer will pay for the Term for Customer's green energy option, as further described in Section 7 below. **HES:** Hudson Energy Services, LLC **Location:** Each natural gas account listed on the Offer Sheet, relating to Customer's premise(s) for service, or replacement thereof, is a separate "Location" bound by this Agreement. **Party:** HES or Customer; collectively "Parties." **PSC:** Public Service Commission. **Remaining Volume:** Customer's anticipated Gas consumption under this Agreement for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation. **Unit:** the applicable billing measure (e.g. therm or ccf) for the product purchased. **Utility:** Customer's local distribution utility (including any successor).

2. Nature of Service. Upon execution of this Agreement by both Parties, HES hereby agrees to sell and Customer agrees to purchase and receive its Gas supply from HES as described in this Agreement.

3. Notice and Details of Appointment of Agent. Customer gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Gas requirements to the Location(s) (and authorizes HES to notify the Utility of same) during the Term and any subsequent automatic renewal period. This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Gas, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Gas. Customer agrees, now and throughout the Term and any subsequent automatic renewal period to the Location(s), that it: (a) is not, and will not be, bound by an agreement for its Location with a Gas supplier other than HES; and (b) will not cancel or modify HES's appointment as Customer's exclusive agent.

4. Acceptance, Verification. HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if any of conditions (a-d) are not met or (e) occurs: (a) Utility's acceptance and implementation of HES's request to serve a Location under a deregulated natural gas service program; (b) HES's verification of the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's approval of Customer's creditworthiness as stated in Section 13; (d) If applicable, Customer is in good standing with HES; (e) supply of Gas has not commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES's control. If conditions (a-d) are satisfied, or otherwise waived by HES, HES will supply Gas to Customer's Location(s). If HES removes any Location, it may, in its sole discretion, terminate the Offer Sheet and upon request of Customer, re-price the remaining Location(s) pursuant to a new Offer Sheet.

5. Term. The Term of this Agreement is specified on the Offer Sheet. A new Term will begin if this Agreement is renewed or otherwise extended. The Term begins on the Start Date, which will be HES's first day of Gas supply to Customer under this Agreement. The Start Date will be reasonably close to the Estimated Start Date listed on the Offer Sheet. Should the Start Date be delayed (for reasons such as the Agreement being improperly completed, not submitted to HES, not implemented by the Utility, etc.), HES will use commercially reasonable efforts to resolve issues within its control. In the case of a renewal agreement, the Start Date will be the first date after the Estimated Start Date listed on the Offer Sheet at which HES can implement the Fixed Price. If the Start Date is not within 60 days of the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel this Agreement without penalty and propose a new Fixed Price to Customer. The end date will be HES's last day of Gas supply under this Agreement, not including any renewal or extension. The estimated end date is the date calculated as Start Date plus Term. The actual end date may be 30 days or more from the estimated end date, depending on the time required to complete Customer's switch back to Utility or other supplier. Customer remains responsible for all HES charges through, to, and including the actual end date. Either HES or Customer may reasonably request to renegotiate the Fixed Price set forth in the Offer Sheet subject to mutually agreeable extension of the Term; provided that this provision shall not be construed as an obligation of either Party to modify the Fixed Price or Term, and any such modifications of the Fixed Price or Term shall only become effective if evidenced in written instrument and executed by both Parties.

6. Renewal. Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Offer Sheet or this Agreement) to the estimated end date not to renew a Location and completes the transfer of Gas service to another retail, third party Gas commodity supplier or the Utility on or about the estimated end date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached ("Automatic Renewal"). Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/. Automatic Renewals will not include Greengas products and will not be subject to an Exit Fee.

7. Green Energy Option (Greengas). If you select Greengas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset 2.2lbs (1kg) worth of CO₂ for each therm of Gas you consume, multiplied by the Greengas Usage Percentage listed on the Offer Sheet. For example, a customer that consumes 1,000 therms per year and selects 20% Greengas will have 200 therms of Greengas consumption. HES can suspend or discontinue Greengas at any time (Customer will then stop paying for it but the rest of this Agreement will remain in effect). Carbon offsets purchased and retired on Customer's behalf will remain HES's legal property. Greengas related charges will be included with the Gas Charge on Customer's bill.

8. Charges (and Credits) under this Agreement. HES will supply Customer with Gas and Greengas for the Location, as applicable. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility. **8.1 Gas Charge.** Customer's Gas consumption (in therms or CCF, as applicable) multiplied by the Fixed Price. **8.2 Greengas Charge.** The Greengas Charge is the product of Customer's metered Gas consumption and the Greengas Price. **8.3 Utility Charges (Credits).** Customer will continue to be responsible for any regulated Utility delivery, transportation and other charges (credits). During the Term, changes in Governing Law may result in certain costs or credits being shifted from the Utility or other similar or regulatory bodies (such as the PSC) to HES, or vice versa. If this happens, these costs or credits will be passed through to Customer at no markup. **8.4 Billing Fee.** If a monthly Billing Fee is specified on the Offer Sheet, Customer will pay this fee for each calendar month in the Term. **8.5 Taxes.** Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Gas. This may include State or local municipal taxes that HES will pass through to Customer. If Customer is exempt from State/local taxes, it shall provide HES with proof of such status at the time of its execution of this Agreement. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT. **8.6 Utility Charges.** Utility Charges relate to the Gas Utility's costs for balancing and delivery. You understand that upon entering into this Agreement, the Utility Charges: (i) will be shown separately on your natural gas bill; (ii) or charged to you based on your total usage in each billing period; and (iii) are subject to change (the underlined rates are filed by the Utility with PSC). You also understand that the Utility may charge you a fee to switch to us.

9. Billing, Payment, Measurement. Customer will be billed in the manner indicated on the Offer Sheet. If Customer elects to be billed by the Utility, non-payment of Utility and HES charges may result in service being disconnected by the Utility and Customer will be billed in accordance with the Utility's usual requirements and schedules for billings, payments, late payments and other charges. HES reserves the right to bill Customer directly if the Utility can't bill HES charges. HES's payment terms are from date of invoice. HES's late payment fees and interest charges are stated on the Offer Sheet. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Gas supplied to the Location. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, PSC or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or PSC, both Parties waive their right to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

10. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, Customer must still pay all amounts charged up to the early end date. HES can end this Agreement or terminate a Location from this Agreement, at no cost to HES, if: (a) required/allowed by law; (b) the Utility is unable to service the Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; or (d) Customer falls into "Default". Customer shall be in Default if, at any time during the Term, it: (i) changes its supplier, including to the Utility or other Gas supplier; (ii) withdraws HES's authority to obtain and use information necessary to perform this Agreement; (iii) fails to make timely payment of amounts due hereunder; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the Default will be deemed to have automatically occurred just prior to such event. This Agreement shall be deemed terminated at no cost and without liability to either Party if HES does not commence supply of Gas within 12 months of the anticipated Start Date, for whatever reason, and Customer has not contacted HES to implement same; or if this Agreement is unable to be implemented for reasons beyond HES's control.

11. Rights of Non-Defaulting Party: If either Party defaults, the non-defaulting Party may terminate a Location(s) effective on the date indicated in its notice of termination and shall have the right (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

12. Exit Fees. Customer understands that in order for HES to be able to supply Gas to its customers, HES enters into long term supply arrangements with suppliers of Gas to meet the forecasted consumption of its customers. If this Agreement ends prior to the end date due to Customer's Default, Customer shall pay liquidated damages to HES set forth under the heading labeled Exit Fees. The Parties agree that the Exit Fee liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind. If Customer signed for Greengas, Customer shall pay the Greengas exit fee specified on the Offer Sheet (the "Greengas Exit Fee", together with the Exit Fee, are the "Exit Fees").

13. Customer Information, Credit Review. Customer requests, authorizes and directs the Utility to release to HES, Customer's contact and account information, current and historical Gas billing and usage data, and other payment information so as to enable HES to perform its obligations

under this Agreement. Customer further authorizes HES to review Customer's credit history and information, whether in the possession of the Utility or third party credit reporting agencies (and HES may disclose such Customer information to its creditors, suppliers, affiliates, business partners, and service providers). HES's supply of Gas may depend on Customer's creditworthiness and HES is not obligated to accept, or continue performing, this Agreement if Customer does not meet HES's credit requirements. HES will send notice by regular mail to Customer if Customer is not approved by HES for credit reasons. Customer may rescind its authorization at any time but unless and until Customer does so, HES shall continue to have access to such information throughout the Term. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. Incorrect Customer information may be rectified. Customer authorizes HES to provide information about Customer, including contact information, to HES's affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer about other products and services offered by HES, its affiliates or business partners, unless Customer elects not to receive these communications by marking the appropriate section on the Offer Sheet or providing written notice to HES. We will disclose any of your information where required by law. Contact a Customer Service Representative for written information for our policies and practices regarding use of your information.

14. Representations. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Gas hereunder it will have good title and/or the right to sell such Gas, and that such Gas will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF GAS OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

15. Indemnification. HES does not produce, transmit or distribute Gas used or consumed by Customer. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Gas service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN GAS SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER GAS TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE DAMAGES.

16. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

17. Dispute Resolution, Binding Arbitration. Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out in the Offer Sheet. Both Parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration in accordance with American Arbitration Association rules and pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts. The arbitration costs will be shared evenly between the Parties. Customer waives any right to commence or participate in any class action related to this Agreement. Customer shall remit all undisputed amounts during the pendency of the dispute.

18. Amendments. HES may amend this Agreement by sending Customer written notice. Unless required under Governing Law (including, for example, a Utility tariff change or PSC order), Customer will have 30 days to reject the amendment in writing. If Customer does not reject the amendment, it shall be deemed to be accepted. HES will not amend the Term or Fixed Price without Customer's consent.

19. Assignment. HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Gas supplier without prior notice to, or further consent from, Customer. Customer may, without the consent of HES and on providing written notice to HES, transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to Customer's Location(s), and in either case of (i) or (ii) such assignee is

at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, and such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

20. Inability to Perform. Customer accepts that certain events beyond the control of HES, including Force Majeure events declared by HES's direct or indirect suppliers, may affect HES's ability to supply Gas or Greengas at the Fixed Price and/or Greengas Price. If this happens, HES may at its sole discretion and without liability: (a) temporarily supply them to Customer at the market price available to HES; or (b) suspend this Agreement until as soon as HES is reasonably able to resume performance. This Agreement will otherwise remain in full effect. "Force Majeure" means those events not reasonably anticipated when this Agreement was signed and beyond the control of HES including, but not limited to, Acts of God; fires, floods, wildlife, storms, lightning, earthquakes or regional freezing; war or hostile action; acts of the public enemy; civil insurrection, terrorism or sabotage; inability to access the transmission or distribution system, events associated with the Utility, the commodity supplier or others used to deliver Gas to the Location, curtailment or disruption by the Utility, the commodity supplier or the Utility's appropriation of Gas, event of Force Majeure of HES's supplier or suppliers; voltage fluctuations, irregularities or surges; or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities. Force Majeure shall not include: (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Gas. If either Party is rendered unable by a Force Majeure event to carry out, in whole or part, its obligations under this Agreement and such Party gives written notice and full details of the event to the other Party as soon as reasonably practicable after the occurrence of the event, then during the pendency of such Force Majeure event, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) shall be suspended. A Party may furnish notice of a Force Majeure event orally; provided, however, electronic or written notification must be furnished to the other Party within two (2) business days thereafter. The Party affected by the Force Majeure shall remedy the Force Majeure with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of, or Customer to receive Gas at points other than the Delivery Points.

21. Notice. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Offer Sheet, to the attention of Customer Service Manager, Commercial Contracts. Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Offer Sheet. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Offer Sheet (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law or Change in Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at www.hudsonenergy.net. If a Change in Law results in a Pass-through Charges, HES will also provide written notice to Customer.

22. Governing Law. The laws of the State of Maryland govern this Agreement. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

23. Change in Law. If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

24. Confidentiality. Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, exchange, PSC or regional transmission organization rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidentiality provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

25. Recordings. Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

26. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Gas and Greengas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document. This Agreement and Offer Sheet can be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically and used as if it were an original business record. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.

27. Emergency. In a natural gas-related emergency, Customer shall contact the appropriate emergency personnel or the Utility, if appropriate, and not HES.