



Natural Gas Sales Agreement

Account Information		Marketer Information	
Date		GLOBAL Energy Marketing LLC d.b.a. GMG Energy Marketing LLC ("Global") 2800 Bruckner Blvd, Suite 304 Bronx, NY 10465 Phone: 718-536-3000 - Fax: 718-536-3019 Web: www.globalp.com Email: nygasinfo@globalp.com	
Account Name			
Billing Name			
Billing Address			
City, State, ZIP			
Telephone #			
Fax # / Email		Global Energy Rep	
Contact Name		Agent Code	

A) Term of Agreement		Billing Option	
Start Date	/ /	End Date	/ /
		<input type="checkbox"/> Consolidated Billing Single Bill from LDC	<input type="checkbox"/> Dual Billing Global & LDC
B) Pricing Program		Service Class	
<input type="checkbox"/> Fixed Rate	\$_____ Per Therm	<input type="checkbox"/> Firm Transportation	<input type="checkbox"/> Interruptible Transportation
<input type="checkbox"/> NYMEX Plus Basis*	\$_____ Per Therm Adder to Monthly NYMEX Expiration	<input type="checkbox"/> New Account <input type="checkbox"/> Renewal <input type="checkbox"/> 100% swing (Full Requirements) <input type="checkbox"/> 0% Swing <input type="checkbox"/> 10% swing	
<input type="checkbox"/> Monthly Variable Rate*	*Can be converted to a fixed rate	All Rates Quoted Include LDC Line Loss Fees Global does not gross up meter read volumes for Line Loss	

C) Service Address	City, Zip	County	LDC	LDC Account #	Tax Type

Monthly Volumes							
Jan		Apr		Jul		Oct	Total Therms
Feb		May		Aug		Nov	
Mar		Jun		Sep		Dec	

CUSTOMER DISCLOSURE STATEMENT

Price	As noted on this Cover Sheet. If variable, the price will change monthly in response to market conditions. (See section B above).
Length of the agreement and end date	As noted on this Cover Sheet (See section A above).
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service the projected amount of natural gas to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Global can sell such gas following the termination.
Amount of Late Payment Fee and method of calculation	1.5% on overdue balances
Provisions for renewal of the agreement	After initial term, unless otherwise agreed to, renews on a month to month basis unless terminated by either party.



Terms and Conditions of Natural Gas Sales Agreement (Commercial)

Agreement to Sell and Purchase Energy. This is an agreement between GMG Energy Marketing LLC. ("Global") and the above-signed customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Global (the "Agreement"). Subject to the terms and conditions of this Agreement, Global agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Customer, necessary to meet Customer's requirements based upon consumption data obtained by Global or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is listed on the cover page to this agreement under the header "Monthly Volumes".

Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Global is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term") or as noted on the cover sheet to this agreement under the header "Term of Agreement". Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the Global Monthly Variable Rate, unless Global sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. At any time after the expiration of the initial term of this Agreement, while receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as Global is provided with 30 days' advance written notice of termination.

Pricing, Billing, and Termination. Pricing will be based upon the "Pricing Program" chosen on the cover sheet to this agreement. If a variable pricing option is chosen, the variable price per therm will be established each month by Global based upon market conditions. All applicable taxes will be added separately in New York. **Swing Load Pricing:** "Fixed" Price applies to Monthly Contract Quantities ("MCQ") only. The MCQ is set forth on the 1st page. To the extent that Buyer's requirements exceed MCQ, ("Additional Gas") or the daily allotment thereof, those requirements shall be supplied at the Cost + price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amounts not used at the Cost + Price. Fixed Prices are set forth on the front page of this Contract. "Cost" includes the amounts paid by Global Energy Marketing LLC for the additional gas or in the case of a credit back to the Buyer, as paid to Global Energy Marketing LLC for the Surplus Gas, plus associated carrying charges. Global will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month and termination of this Agreement upon 15 days' written notice. Additionally, if there is a material adverse change in the business or financial condition of Customer (as determined by Global at its discretion) or if Customer fails to post any required security deposit, then, in addition to any other remedies that it may have, Global may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term, the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement. Customer may receive a single bill for both commodity and delivery costs from the LDC or each of the LDC and Global may invoice Customer separately. Failure to make full payment of Global charges due on any consolidated bill prepared by the LDC for Global will be grounds for disconnection of utility services in accordance with New York Public Service Commission ("NYPSC") rules and regulations on the termination of service to non-residential customers in New York, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A \$30 fee will be charged for all returned checks.

Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Global. Global may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

Information Release Authorization. Customer authorizes Global to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; and credit information. This information may be used by Global to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Global. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Global or by calling Global at 1.800.542.0778. Global reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by Global to Customer are governed by the terms and conditions of this Agreement. Global will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Global at 1.800.542.0778 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Global charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within 20 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

Agency. Customer hereby appoints Global as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's natural gas needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the LDC needed to deliver natural gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All natural gas sold under this Agreement shall be delivered to a City Gate location considered the "Point of Delivery", which shall constitute the point at which title transfers and the sale occurs hereunder.

Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Global. Global makes no representations or warranties other than those expressly set forth in this Agreement, and Global expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.



Force Majeure. Global will make commercially reasonable efforts to provide natural gas hereunder but Global does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Global ("Force Majeure Events") may result in interruptions in service. Global will not be liable for any such interruptions caused by a Force Majeure Event, and Global is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Global's control.

Liability. The remedy in any claim or suit by Customer against Global will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Global or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Global Contact Information. Customer may contact Global's Customer Service Center at 1.800.542.0778, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 3:00 p.m. EST (contact center hours subject to change). Customer may write to Global at: GMG Energy Marketing LLC, 2800 Bruckner Blvd., Suite 304, Bronx, NY 10465.

Dispute Resolution. In the event of a billing dispute or disagreement involving Global's service, Customer should contact Global's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Global's net income, shall be paid by Customer, and Customer agrees to indemnify Global and hold Global harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Global is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Global shall have the right to cancel this Agreement on 15 days' notice to Customer.

Emergency Service. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and Customer's LDC. The LDCs' telephone numbers are as follows: for Con Edison, 1.800.75C.ONED (1.800.752.6633); for KeySpan LI 1.800.490.0045; for Keyspan NY 1.718.643.4050; for Orange & Rockland 1.800.533.5325; for PSE&G 1.800.436.PSEG; for NJNG 1.800.GAS.LEAK; for SJG 1.800.582.7060; and for E-Town 1.800.492.4009. Customer should then call Global at: 1.800.542.0778.

Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Confidentiality. Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided under this Agreement is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Global. In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

07/09/2009 (NY) 3-2014

This sale is subject to the attached Terms and Conditions (which are hereby incorporated into and made a part of this Natural Gas Sales Agreement), and to Global's approval of Customer's credit. Customer acknowledges that this Agreement represents the entire agreement reached between Customer and Global, and by signing below, Customer agrees to allow Global to initiate service and to enroll the above accounts into Global's supply pool with the listed LDC.

Customer: _____

Seller: GMG Energy Marketing LLC

By Authorized Agent: _____

By Authorized Agent: Eileen Sweeney

Title: _____

Title: Vice President

Signature: _____

Signature: _____

Date: _____

Date: _____