



532 Freeman Street • Orange, NJ 07050
Ph: 973.678.1800 • Fax: 973.672.0148
SupremeEnergyInc.com

Natural Gas Discount Program for the Diocese of Rockville Centre And all its Affiliates

Supreme Energy, Inc. is proud to announce our natural gas offer to all the Parishes of the DRVC. Through this program, we will now be able to better manage your energy expenses and you can take advantage of our discounted natural gas pricing.

About Supreme Energy, Inc.:

Supreme Energy, Inc. is an Energy Service Company (ESCO), based in Orange, NJ and is approved by the New York State Public Service Commission and National Grid. Supreme Energy has served its customers since the very beginning of energy utility deregulation (about 20 years now) and has over 90 years of experience in the energy industry. They are A+ rated by the Better Business Bureau and are known for providing excellent customer service with competitive pricing. You can learn more about Supreme Energy by visiting their website:

SupremeEnergyInc.com

Program Details for Parishes:

To all Parishes that sign up, Supreme Energy will provide a NYMEX + fixed adder of \$0.1099 per therm. This is a very aggressive price structure that will provide attractive savings. The switch to Supreme Energy is seamless and without risk. Check out the list of benefits below:

Customer Benefits:

- Reliability: Supreme Energy customers receive the same high quality energy with the same reliability of delivery.
- Delivery: National Grid continues to deliver the commodity as it always has.
- Single Billing: National Grid reads the customer's meter and invoices the customer. (Please note - The monthly bill from National Grid will list NATGASCO, Inc. D/B/A Supreme Energy, their tax ID name, as the commodity supplier and payments will still continue to go to National Grid).
- Guarantee: Federal and State law provide for the constant and uninterrupted delivery of gas and the protection of consumers. We encourage you to call National Grid, to verify the program.
- Customer Service: National Grid will continue to answer and respond to service and emergency calls.
- No long term commitment: If you are not satisfied in our month to month agreement, you can cancel at any time.
- No Fees: No cost to sign up, no cost to cancel.

Dedicated Account Representative:

Supreme Energy prides itself on delivering a superior customer experience and achieves this by building strong working relationships between the customer and their company. Joseph Murphy of Supreme Energy will be the dedicated account representative for the DRVC.

To sign up and start saving now, or to learn more, contact Joseph Murphy today at (516) 732-2219 or JMurphy@SupremeEnergyInc.com. He will be happy to set up an appointment and walk you through the seamless registration process.



Credit Application and Firm Sales Agreement

Buyer's Name: _____ Tax ID No: _____
 Billing Street: _____ Billing City: _____ Billing State: _____ Billing Zip: _____
 Individual First Name: _____ Last Name: _____ Social Security No: _____
 Home Street: _____ Home City: _____ Home State: _____ Home Zip: _____
 Telephone: _____ Cell: _____ Fax: _____ Email: _____
 Bank Reference: _____ Account No: _____
 MasterCard VISA DISCOVER American Express Other _____
 Card No: _____ Exp. Date: _____

Agreement: New Renewal Link Existing Type: _____ Agent Code: _____

Gas Electric Gas Utility: _____ Electric Utility: _____

Initial Term: Number of months: ^{month to month} _____ Starting on or about: _____ *Start date may not be same as per utility.*

Gas Price (net of any applicable taxes)	Electric Price (net of any applicable taxes)
<input type="checkbox"/> Index: FERC Transco Z6NY plus _____ per therm <input checked="" type="checkbox"/> Index: Monthly NYMEX Settlement plus <u>.1099</u> per therm <input type="checkbox"/> Monthly Variable Rate <input type="checkbox"/> Fixed: _____ per therm	<input type="checkbox"/> PSEG LI Fixed: _____ per KWH plus all pass through costs <input type="checkbox"/> Monthly Variable Rate <input type="checkbox"/> Fixed: _____ per KWH Zone: _____

Status: Tax Exempt or Special Status **Buyer must provide a valid exemption certificate before any sales begin under the Agreement.**

Property(ies) to be Serviced: _____ See attached Utility Account No(s): _____

Special Provisions: DRVC Program

Customer Disclosure Statement

Gas Price	Index plus \$ <u>.1099</u> per therm. Fixed Rate of \$ _____ per therm. Variable Rate shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees. <i>Should an Event beyond Seller's reasonable control cause Seller to incur additional costs in providing Buyer with its Energy requirements hereunder due to increased costs, fees and/or penalties charged to Seller by its suppliers or the Utility, then Seller may charge any such additional costs, fees and/or penalties to Buyer without profit to Seller, after providing Buyer with reasonable notice of such charges.</i>
Electric Price	Fixed Rate of \$ _____ per KWH. PSEG LI Fixed Rate of \$ _____ per KWH plus all pass through costs. Variable Rate shall reflect each month the wholesale cost of electric (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees. <i>Should an Event beyond Seller's reasonable control cause Seller to incur additional costs in providing Buyer with its Energy requirements hereunder due to increased costs, fees and/or penalties charged to Seller by its suppliers or the Utility, then Seller may charge any such additional costs, fees and/or penalties to Buyer without profit to Seller, after providing Buyer with reasonable notice of such charges.</i>
Initial Term	Unless otherwise noted, the term of this Agreement shall be for an initial period of _____ month to month <input type="checkbox"/> mos./ <input type="checkbox"/> year.
Amount of Early Termination Fee and Method of Calculation	Buyer shall pay to Seller as an "Early Termination Fee" the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by Seller prior to the effective date of the termination for which Buyer has not already made payment, plus (i) for a fixed price contract, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to Buyer by Seller, based on Buyer's Utility Profile Volume, from the effective date of the termination through the balance of the Term, less any revenues received by Seller as a result of any liquidation or resale of the supply purchase commitments entered into by Seller to provide service to Buyer over the entire Term of this Agreement; (ii) for a PSEG LI contract, payment of the sum of \$.01 per KWH (including any applicable taxes) on the estimated annual usage as provided by the Utility Profile upon which this Firm Sales Agreement is based; (iii) for an indexed price or variable rate gas contract, payment of the sum of \$0.025 multiplied by the number of term remaining in the Term as though service was provided to Buyer by Seller based on Buyer's Utility Profile Volume during the period from the effective date of the termination through the balance of the Term; (iv) for an indexed price or variable rate electric contract, payment of the sum of \$0.0025 multiplied by the number of kilowatt hours remaining in the Term as though service was provided to Buyer by Seller based on Buyer's Utility Profile Volume during the period from the effective date of the termination through the balance of the Term.
Late Payment Fee	If payment is not timely made, finance charges will be added from the due date of such payment at a rate of 1.5% per month on the unpaid balance.

This sale is subject to the terms and conditions set forth on both sides of this Agreement, and is not binding upon Seller until same has been approved and accepted by an officer of Seller. I/We hereby acknowledge that the terms of sale as indicated on the reverse side are clearly understood by me/us, and everything that we have stated in this application is correct to the best of my/our knowledge. Seller is authorized to check my/our credit and employment history. *The undersigned will personally guarantee the payment of any outstanding balances and agrees that this guarantee is to continue and remain in effect until registered and written notice has been served upon Supreme Energy, Inc. I/We have read and agree to the credit terms set forth herein on both sides of the form and have retained a copy of same. Faxed signatures are deemed acceptable for all purposes.*

For Buyer _____
 By (Signature) _____
 Print Name _____
 Date _____

For Seller Supreme Energy
 By (Signature) _____
 Print Name _____
 Date _____

Firm Sales Agreement

Buyer Initial: _____

- 1. COMMITMENT.** Buyer shall use Seller as its exclusive agent for firm gas transportation and/or electric with the appropriate utility required to service the property(ies) ("the Utility"), address(es) for which are set forth herein on the other side of this Firm Sales Agreement ("the Agreement"). Seller agrees to sell to Buyer and Buyer agrees to purchase through Seller, pursuant to all of the terms and conditions of this Agreement, all of Buyer's natural gas and/or electric "Energy" requirements. The Gas Price and/or Electric Price stated herein shall be guaranteed for the amount of Energy purchased by Seller in accordance with the historical usage records for the property(ies) as maintained by the Utility ("Utility Profile Volume") for the Initial Term. All Energy in excess of the Utility Profile Volume that the Utility may require to be brought in by Seller for Buyer, shall be billed to Buyer at the market price at time of delivery. In the event Buyer does not use all the Utility Profile Volume, Seller shall dispose of the unused product and credit Buyer with the market price for such product at time of sale. The Agreement shall not be binding upon Seller until it has been duly approved and accepted by one of its officers.
- 2. QUANTITY.** Seller shall cause Energy to be delivered to the Utility's City Gate receipt points in amounts equal to Buyer's daily requirements as posted by the Utility ("Current Requirement") each month for which this Agreement is in effect. Volumes used in excess of the Utility Profile Volume may not be available at the Gas Price and/or Electric Price. Buyer shall notify Seller immediately by telephone or telecopier of any material change in expected Energy consumption.
- 3. PAYMENT.** For PSEG LI and Dual Billed Buyers, Statements shall be rendered each month by Seller. Buyer shall pay the amount due, in full, ten (10) days after the date of invoice. In the event payment is not received within 21 days of date of invoice, deliveries may be suspended pursuant to Paragraph 8 of the Agreement. Buyer agrees to pay \$25.00 per occurrence if a check given as payment to Seller is returned. If Seller allows Buyer, verbally or in writing, to pay for charges with a credit card, then Seller is authorized without prior notice to Buyer to charge future amounts due to the credit card. All other Buyers are subject to the appropriate Utility's terms and conditions. For PSEG LI Fixed Electric Price customers, Seller calculates the approximate annual usage from historical information provided by the utility; and then multiplies that by the PSEG LI Electric Price and divides that into eleven (11) even monthly payments. The 1st payment will be charged to Buyer's credit card upon credit approval and utility enrolment. The 12th statement will set forth the actual cost of electric provided during the Term less the total of the budget payments. Any balance due will be charged to Buyer's credit card. If there is a credit due to Buyer, it will be credited to future charges or refunded upon request within fifteen (15) days.
- 4. CANCELLATION.** If the account is cancelled, Buyer will remain liable for all amounts due, including any amounts that have not been billed.
- 5. INTERRUPTION.** If the supply or transportation necessary to deliver the Current Requirement is not available or is curtailed for any reason other than Force Majeure, the party first knowing of such interruption shall notify the other immediately. If Seller is responsible for the interruption, then damages payable by Seller to Buyer shall be limited to the difference between the Agreement's price of Energy and any replacement Energy purchased by Buyer and shall not include indirect or consequential damages, including, without limit, punitive or exemplary damages.
- 6. FORCE MAJEURE.** Neither party shall be liable to the other party to perform its obligations under the Agreement that are as a result of any cause beyond its reasonable control, including, without limit, acts of god, fire, flood, hurricane, explosion, war, acts of terror, civil disturbance, strikes, labor disputes, shortages, or ordinances ("Event"). Upon the occurrence of an Event, the party seeking to rely on this provision will promptly give written notice to the other party of the nature and consequence of such Event, and each party shall use reasonable efforts to minimize the effects of such Event. Should an Event cause Seller to incur additional costs in providing Buyer with its Energy requirements hereunder due to increased costs, fees and/or penalties charged to Seller by its suppliers or the Utility, then Seller may charge any such additional costs, fees and/or penalties to Buyer without profit to Seller, after providing Buyer with reasonable notice of such charges.
- 7. LIMITATION OF COMMITMENT AND DAMAGES.** It is expressly understood that the Energy supplied under the Agreement is being supplied on a firm basis. Therefore, Seller shall use reasonable efforts to ensure delivery and Buyer shall use reasonable efforts to ensure receipt of the Current Requirement. Damages shall be limited to those specified in Sections 5 and 10 of the Agreement.
- 8. ADJUSTMENTS, LATE PENALTIES AND SUSPENSION OF SERVICE.** Seller will adjust each successive invoice for the actual deliveries in previous months as soon as practicable. If payment is not timely made, FINANCE CHARGES will be added to the purchases from the due date of such payment. The FINANCE CHARGES will be computed as follows: a) Seller starts with the previous balance of Buyer's purchases account at the beginning of the billing period; (b) Each day of the period Seller subtracts payments and credits and adds purchases giving Seller a daily balance; (c) Seller then averages the daily balance (called "bal-ance subject to FINANCE CHARGE") and multiplies by the following monthly period rates: 1.5% on the balance which is an ANNUAL PERCENTAGE RATE of 1.8%. If Buyer fails to pay any invoice on time or is repeatedly late in paying Seller or files bankruptcy or becomes credit unworthy in Seller's good faith estimation, Seller may suspend deliveries to Buyer without any further liability. Seller shall notify Buyer of Seller's intention to terminate Energy supply by telephone, telecopier or Certified Mail Return Receipt Requested. Seller may terminate Energy supply fifteen (15) days after such notice is sent by Seller.
- 9. POSSESSION, TITLE AND TAXES.** Title to and possession of all gas purchased by Buyer from Seller and delivered by Seller to Buyer under the Agreement, shall pass to Buyer from Seller at the location where the gas first enters the first transporting pipeline. Title to and possession of all electric purchased by Buyer from Seller and delivered by Seller to Buyer under the Agreement, shall pass to Buyer from Seller when it is delivered to the Utility. Seller agrees to indemnify and hold Buyer harmless from all taxes, royalties, fees or other charges incurred with respect to the Energy before title passes to Buyer at that location. If Buyer is exempt from taxes that may apply to any Energy sold under the Agreement, Buyer agrees to furnish Seller with a valid and properly completed exemption certificate before any sales begin under the Agreement.
- 10. DEFAULT AND COLLECTION COSTS.** Buyer shall be in default if Buyer does not pay the balance when due or breaches any other term of this Agreement, including terminating the Agreement prior to expiration of the Term, and Buyer shall pay to Seller, in addition to all unpaid gas and/or electric delivered under this Firm Sales Agreement, as an "Early Termination Fee" the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by Seller prior to the effective date of the termination for which Buyer has not already made payment, plus (i) for a *fixed price contract*, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to Buyer by Seller, based on Buyer's Utility Profile Volume, from the effective date of the termination through the balance of the Term, less any revenues received by Seller as a result of any liquidation or resale of the supply purchase commitments entered into by Seller to provide service to Buyer over the entire Term of this Agreement; (ii) for a PSEG LI contract, payment of the sum of \$.01 per KWH (including any applicable taxes) on the estimated annual usage as provided by the Utility Profile upon which this Firm Sales Agreement is based; (iii) for an *indexed price or variable rate gas contract*, payment of the sum of \$0.025 multiplied by the number of therm remaining in the Term as though service was provided to Buyer by Seller based on Buyer's Utility Profile Volume during the period from the effective date of the termination through the balance of the Term. Buyer may terminate this Agreement before the end of the Term without paying an Early Termination Fee on written notice if Seller is in material default of any of Seller's obligations under this Agreement and such default continues for forty five (45) days after Seller receives written notice from Buyer. No waiver by Buyer or Seller of any default of the other under this Agreement shall operate as a waiver of any future default, whether of a like or different character. In the event of default, Seller may, as provided by law, commence any legal action for collection of the balance due. Buyer agrees to pay Seller's attorney fees in the amount of 30% of the book account together with court costs. The parties agree that except as otherwise required by law, the Agreement shall be construed according to the laws of the State of New York. To the extent permitted by law, Buyer consents to jurisdiction and venue of Nassau County, New York for any suit or proceeding pertaining to it or the transactions arising out of it.
- 11. CONSUMER PROTECTION NOTICE.** If Buyer has any questions or concerns regarding the services provided by Seller, Buyer may call Supreme Energy, Inc. and speak with a supervisor at 800-832-7090 between 9 A.M. to 5 P.M. EST Monday-Friday. The services provided by Seller to Buyer are governed by the terms and conditions of this Agreement. Seller will provide at least fifteen (15) days' notice prior to the cancellation of service to Buyer. Buyer may obtain additional information by contacting Supreme Energy, Inc. at 1-800-832-7090 or the DPS at 1-800-342-3377 (General Helpline), 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 www.dps.ny.gov. In case of an emergency, Buyer may contact the Utility directly: Natural Grid (Brooklyn/Queens/Staten Island) 718-643-4050; ConEd 1-800-752-6633; or Natural Grid LI (Nassau/Suffolk) 1-800-490-0045; or O & R 800-533-5325.