



Natural Gas Sales Agreement - Firm Service

Seller: Platinum Plus Energy Resources, Inc.
 266 Bangor Street
 Lindenhurst NY 11757
 Tel: 877-691-1700 Fax: 631-691-1711

Buyer: _____ **SS# or Tax ID#:** _____

Address: _____

Email: _____

Contact: _____ **Telephone:** _____

	Service Address	Account Name	Account Number	Utility	Rate Class
1					
2					
3					

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Price: \$ _____ **per therm** **Date:** _____

Contract price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER.

BUYER agrees to purchase from SELLER at the above price, all of the natural gas requirements for the account listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC).

The City Gate is defined as the boundary of the LDC'S territory. The delivery point will be the City Gate station(s) of BUYER'S LDC(S). The sales point (where you receive title) will be a point outside of New York State.

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER'S natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with with the LDC and to arrange for the transportation of BUYER'S gas from the sales point to the delivery point.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Platinum Plus Energy Resources, Inc

 SELLER

For: _____
 BUYER'S NAME

By: _____
 SIGNATURE

By: _____
 BUYER'S SIGNATURE

 TITLE

 TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless terminated by either Party upon written notice, provided no later than 15 days prior to the expiration of the Initial Term or Subsequent Term then in effect. SELLER reserves the right to adjust the Contract Price for subsequent contract terms. Residential customers may cancel this Agreement within three (3) business days of the signing this agreement by notifying SELLER, in writing, at 266 Bangor St, Lindenhurst, NY 11757., or by telephone at 800-901-0221.

Payment: SELLER will bill BUYER for gas delivered to the LDC City Gate according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER'S reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: For residential customers, the services provided by SELLER are protected by the terms and conditions of this agreement and the Home Energy Fair Practices Act ("HEFPA"). You may obtain additional information by contacting SELLER at 800-901-0221, or by writing to the DPS at L New York State Department of Public Services, Office of Consumer Services, Three Empire State Plaza, Albany, New York, 12223, by telephone at 1-800-342-3377 or through its website at <http://www.dps.state.ny.us>. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State.

Title: BUYER and SELLER agree that title and risk of loss of the gas sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Transportation: SELLER agrees to transport gas to the sales point(s). SELLER will arrange for transportation from the sales point(s) to the delivery point(s) as BUYER'S agent. BUYER will receive a separate bill from BUYER'S LDC for transporting gas from the delivery point(s) to the BUYER'S meter(s).

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Keyspan (800) 490-0045 - Con Ed (800) 752-6633**.

Disputes: In the event of a billing dispute or a disagreement involving SELLER'S service, the parties will use their best efforts to resolve the dispute.

For residential customers, the dispute may be submitted by either party to the DPS pursuant to its Complaint Handling Procedures governed by HEFPA.

For Non Residential customers, the Department of Public Service will not resolve their disputes. Disputes, not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

No Warranties: Unless otherwise expressly set forth in this Agreement, SELLER provides and Customer receives no warranties, express or implied, statutory, or otherwise and SELLER specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Assignment: BUYER may not assign this contract without SELLER'S consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State Law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER, no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed and therein are superseded by this Agreement.