

**CORPORATE GUARANTY APPLICATION**

NEW JERSEY NATURAL GAS COMPANY  
1415 WYCKOFF ROAD  
WALL, NEW JERSEY 07719  
ATTN: TREASURY SERVICES

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**MARKETER/BROKER INFORMATION**

COMPANY NAME \_\_\_\_\_ STATE OF INC. \_\_\_\_\_  
DATE OF INC. \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CREDIT CONTACT \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_ FAX \_\_\_\_\_

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**BANK REFERENCE**

NAME \_\_\_\_\_ ACCT. # \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CONTACT \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_ FAX \_\_\_\_\_

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**TRADE REFERENCE (Minimum of 2)**

	A	B	C
NAME	_____	_____	_____
ADDRESS	_____	_____	_____
CONTACT	_____	_____	_____
TELEPHONE NO.	_____	_____	_____

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**LIST OF ALL COROPRATE AFFILIATES, PARENT COMPANIES, & SUBSIDIARIES. INCLUDE FULL NAME OF CORPORATION, STATE OF INC., DATE OF IN. AND INDICATE WHETHER PARENT, SUBSIDIARY OR AFFILIATE.**

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**REQUIRED FINANCIAL INFORMATION TO BE SUBMITTED WITH APPLICATION**

- Current Audited Financial Statements of Parent and Applicant
- Current Audited Annual Report of parent and Applicant
- Current Audited 10-K Report of Parent and Applicant
- Any Available Reports From Credit Reporting & Bond Rating Agencies of Parent and Applicant
- Confirmation in writing that the applicant or applicant's parent company is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws
- Confirmation in writing that no significant lawsuits or judgments are outstanding which would seriously affect the applicant's or applicants parent companies' ability to remain solvent

**CORPORATE GUARANTY**

This CORPORATE GUARANTY entered into on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“Guarantor”) on behalf of \_\_\_\_\_, with its principal office at \_\_\_\_\_ (“Marketer”), to New Jersey Natural Gas Company, with its principal office at 1415 Wyckoff Road, Post Office Box 1464, Wall, New Jersey 07719 (“NJNG” or the “Company”).

**WITNESSETH**

**WHEREAS,** \_\_\_\_\_ and the Company are parties to a Marketer and Brokers Agreement under Service Classification MBR of the Company’s Tariff (the “Agreement”) as amended and approved by the New Jersey Board of Public Utilities from time to time;

**WHEREAS,** all of the terms of the Agreement are incorporated herein by reference;

**WHEREAS,** it is a condition precedent to the Company executing the Agreement and performing thereunder that the Guarantor shall, *inter alia*, have executed and delivered to the Company this Guaranty guaranteeing the obligations of \_\_\_\_\_ under the Agreement; and

**NOW, THEREFORE,** in consideration of the Agreement herein and other goods and valuable consideration, receipt of which is hereby acknowledged, the Guarantor hereby agrees as follows:

1. The Guarantor hereby irrevocably, absolutely and unconditionally: (i) guarantees the prompt payment by \_\_\_\_\_, as and when due and payable all amounts now and hereafter owing in respect of the Agreement; and (ii) guarantees due performance and observance by \_\_\_\_\_ of its obligations and Liabilities now or hereafter existing in respect of the Agreement. Notwithstanding any contrary provision of this Guaranty or of the Agreement, Guarantor's maximum aggregate liability to Company under this Guaranty for

the entire term hereof shall be equal to \$\_\_\_\_\_ plus any and all expenses (including reasonable attorneys' fees and expenses) incurred by the Company in enforcing its rights under this Guaranty.

2. This Guaranty is a continuing guarantee of payment (not of collection) and all liabilities and obligations to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon.

3. The Guarantor waives notice of: (a) the acceptance by the Company of this Guaranty; (b) the making of any extension of credit by the Company to \_\_\_\_\_ (c) a declaration of an event of default; and (d) the failure by \_\_\_\_\_ to perform any obligations guaranteed hereby. The Guarantor further waives demand, presentment, dishonor and notice of dishonor of any instrument representing an indebtedness guaranteed hereby. This Guaranty shall be enforceable by the Company without regard to, and without the necessity for resorting to, any property or interest therein held by the Company at any time or from time to time as security for the payment of any indebtedness guaranteed hereby, and without regard to, and without necessity for resorting to, \_\_\_\_\_ or to any other guarantor of any obligation of \_\_\_\_\_ to the Company.

4. No invalidity, irregularity or unenforceability of all or any part of the liabilities hereby guaranteed or of any security therefor shall affect, impair or be a defense to this Guaranty and **this Guaranty is a primary obligation of the Guarantor.**

5. The Company may, without notice to and without the consent of the Guarantor, and without impairing or in any way affecting the liability of the Guarantor to the Company: (a) extend the time for payment or otherwise alter the terms of provisions of the Agreement; (b) exchange or surrender all or any part of any property or interest held by the Company by waive of pledge, mortgage, security interest, or otherwise, as security for the payment of any obligation guaranteed hereby; (c) release, or settle or compromise with, any other guarantor or guarantors of any obligation of \_\_\_\_\_ to the Company; (d) exercise or refrain from

exercising any rights against \_\_\_\_\_ or others (including the Guarantor) or otherwise act or refrain from acting; and (e) apply any sums by whomsoever paid or however realized to any Liability or Liabilities of \_\_\_\_\_ to the Company regardless of what Liability or Liabilities of \_\_\_\_\_ remain unpaid or unperformed.

6. Guarantor represents and warrants that:

(a) this Guaranty is a legal, valid, binding obligation and enforceable obligation against itself in accordance with its terms;

(b) no consent or approval of any holder of any indebtedness or obligation is necessary in connection with the execution of any provision, condition, covenant or other term hereof;

(c) there is no provision of any indenture or agreement, written or oral, to which the Guarantor is obligated, or any statute, rule or regulation, or any judgment, decree or order of any court or agency binding on the Guarantor that could be contravened by the execution or by the performance of any provision, condition, covenant or other term hereof; and

(d) no action or proceeding is now pending or to Guarantor's knowledge threatened against Guarantor at law, in equity or otherwise, before any court, board, commission, agency or instrumentality of any federal, state or local government agency or subdivision thereof, or before any arbitrator or panel which would impair Guarantor's ability to perform hereunder.

7. This Guaranty shall be governed by, and construed in accordance with the laws of the State of New Jersey. The Superior Court of New Jersey or the United States District Court for the District of New Jersey shall have jurisdiction to hear any disputes or claims arising under or relating to this Guaranty. Guarantor agrees to submit to the jurisdiction of the Superior Court of the State of New Jersey or the United States District Court for the District of New Jersey for the purpose of resolving any claims or disputes hereunder.

**IN WITNESS WHEREOF**, Guarantor has executed this Guaranty on the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_

Attest:

By:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Company)