



MARKETER AND BROKER SERVICE AGREEMENT

This Marketer and Broker Service Agreement (“Agreement”), dated and effective as of _____, 20____ (NJNG will complete this field), is made by and between NEW JERSEY NATURAL GAS COMPANY (“NJNG”), a New Jersey corporation, with offices at 1415 Wyckoff Road, Post Office Box 1464, Wall, New Jersey 07719, and _____ (insert Marketer Name) (“Marketer”), a _____ (insert state) _____ (insert type of formation – ie. limited liability company, corporation, etc.) with offices at _____ (insert address).

WHEREAS, certain customers (“Transportation Customers”) of NJNG have requested, or will be requesting, natural gas transportation service from NJNG pursuant to NJNG's Tariff for Gas Service (“Tariff”) approved by the New Jersey Board of Public Utilities (“NJBPU”); and

WHEREAS, Marketer has been or will be engaged by Transportation Customers of NJNG, to deliver natural gas to NJNG's designated delivery meter for the accounts of such Transportation Customers (the “Marketer/Broker Services”); and

WHEREAS, Marketer understands that in order to provide the Marketer/Broker Services to Transportation Customers on the NJNG system, it must abide by the terms, conditions and limitations of service in NJNG’s Tariff applicable to marketers and brokers providing such services, including Service Classification – MBR (*Marketers and Brokers Requirements*) and the Standard Terms and Conditions (collectively, the “Marketer/Broker Terms of Service”), as amended from time to time;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, NJNG and Marketer covenant and agree as follows:

1. *Adherence to Marketer/Broker Terms of Service.* Marketer represents that it has obtained and reviewed the Marketer/Broker Terms of Service and agrees to be bound thereby, and further agrees that this Agreement is subject to the Marketer/Broker Terms of Service and any changes thereto, as approved by the NJBPU.

2. *Scope of Agreement.* Marketer agrees to tender, for transportation, quantities of natural gas equal to the total of the quantities of natural gas necessary to serve each Transportation Customer signed up with Marketer, in accordance with the provisions of

the NJNG's Tariff. It shall be the responsibility of Marketer to sign up Transportation Customers for transportation service with NJNG.

3. *Term of Agreement.* The initial term of this Agreement shall be for one (1) year from the date hereof and continue for successive one (1) year renewal terms thereafter until terminated by written notice by either party at least sixty (60) days prior to the expiration of the initial term or then current renewal term, as the case may be; provided, however, that the Agreement shall terminate automatically if Service Classifications - MBR is eliminated from NJNG's Tariff by order of the NJBPU, or any successor agency.

4. *Warranty.* Marketer warrants that at the time of delivery to NJNG at NJNG's designated delivery meter, said gas quantities shall be free and clear of all liens, encumbrances and claims whatsoever which may result solely from Marketer's possession or transportation of gas hereunder, and further, that it will indemnify, defend and hold NJNG harmless from all suits, actions, debts, accounts, damages, costs, losses, and expense arising from or out of adverse claims of any or all persons to said gas quantities arising out of, relating to or resulting from such possession or transportation. Marketer further warrants that it has authority to do business in the state of New Jersey and that it is a licensed supplier registered with the NJBPU.

5. *Character of Service.*

(A) GSL, GSS, RS, NGV - Residential and DGC-Balancing Transportation Customers.

For each Transportation Customer under Service Classifications GSL, GSS, RS and DGC-Balancing who are served by Marketer, at least ten (10) days prior to the start of each month, NJNG will inform Marketer of the Daily Delivery Volume which the Marketer will be required to deliver to NJNG's designated delivery meter on each day of the month. Such Daily Delivery Volume shall be the total of the Daily Delivery Volume for each such Transportation Customer under Service Classifications GSL, GSS, RS and DGC-Balancing. The Daily Delivery Volume for each day of a month will be the average daily usage for that month as determined by NJNG, including any adjustment deemed necessary or appropriate by NJNG.

(B) FT, IS, NGV -Commercial, CNG and DGC-FT Transportation Customers. For

Transportation Customers under Service Classifications FT, IS, NGV, CNG and DGC-FT who are served by Marketer, Marketer shall deliver a quantity of gas equal to the sum of the daily nominations for the aggregate of such Transportation Customers, as such nominations shall be made in accordance with Special Provision 9 of Service Classifications – MBR. As specified in Special Provisions 6 and 7 of Service Classifications – MBR, Marketer shall be subject to the requirements of any Operational Flow Orders (“OFO”), Daily Balancing or interruptions as applicable to their Transportation Customers.

(C) Other Service Classifications. Marketer will be subject to the same obligations

for delivery of natural gas, compliance with OFOs, and other requirements for Transportation Customers served by Marketer and taking service under any other transportation Service Classification of the Tariff.

5. *Balancing Obligations.* The Marketer understands and agrees that failure of such Marketer to comply with delivery and interruption requirements will subject such Marketer to sanctions, including possible removal from the NJNG system, in addition to any other penalties to be applied pursuant to NJNG's Tariff.

6. *Credit Assurance.* In connection with the execution of this Agreement, Marketer's financial obligations will be secured as follows (select one):

() For customers using Billing Option 1, 2, or 3, the Marketer or Broker shall post a cash deposit or Letter of Credit equal to at least three (3) times the estimated usage for one (1) day in January times the most current January's price for Texas Eastern zone M-3 for any and all customers on whose behalf the Marketer or Broker is acting. For customers using Billing Option 3, the Marketer or Broker shall also post a cash deposit or Letter of Credit equal to at least two (2) times the January delivery charges for each service classification for any and all Customers on whose behalf the Marketer or Broker is acting. The Marketer or Broker agrees the Company has the right to access and apply the cash deposit or Letter of Credit to any payment obligations which are late.

() In lieu of a cash deposit or Letter of Credit from a Marketer or Broker, the Company may, in its sole discretion, agree to accept a guaranty from such financially responsible parent or parent companies of the Marketer or Broker, or such other entity that will derive a substantial direct or indirect benefit from the Marketer contracting with NJNG for the payment of any liabilities or obligations to be incurred by the Marketer or Broker. In lieu of a cash deposit or Letter of Credit from a Marketer or Broker, the Company may, in its sole discretion, agree to accept a surety bond for the payment of any liabilities or obligations to be incurred by the Marketer or Broker.

"Letter of Credit" means an irrevocable, standby transferable letter of credit, issued by a major U.S. commercial bank or a U.S. branch office of a foreign bank which is satisfactory to Company and in a form reasonably acceptable to Company; where (i) such letter of credit bank has a senior unsecured long term debt rating of "A+" or better by Standard & Poor's Ratings Services (a division of McGraw-Hill, Inc.) or its successor and "A" or better by Moody's Investors Service, Inc., or its successor and (ii) has a combined capital surplus of at least USD10 billion.

7. *Notices.* Any notice or other communication under this Agreement shall be in writing and shall be either (i) delivered by hand, (ii) mailed by registered, certified or regular

mail, return receipt requested, postage prepaid, (iii) delivered by a recognized overnight or personal delivery service, (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), to the respective parties at the address set forth beneath their respective names, or at such other location as a party may designate by notice to the other party. Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the party to whom the notice is sent. Each party may designate a new address by notice to the other party in accordance with this section.

8. *Electronic Signature/Counterparts.* This Agreement along with any amendments may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart may be delivered by facsimile (including, without limitation e-fax and/or computer facsimile), e-mail in portable document format (.pdf) or DocuSign electronic signature system. Any facsimile, .pdf or DocuSign electronic signatures shall have the same legal effect as manual signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties through their duly authorized representatives, as they so declare and represent, have entered into this Marketer and Broker Service Agreement, effective as of the day and year first written above.

New Jersey Natural Gas Company

New Jersey Natural Gas Company
1415 Wyckoff Road
Wall, NJ 07719
Attn: Supplier Relations
E-mail: SupplierRelationsConsultant@NJResources.com

Marketer

(Marketer Name)

(Marketer Street Address)

(City, State, Zip)
Attn: _____
E-mail: _____

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

Date: _____

By: _____
(Signature)

Name: _____
(Print Name)

Title: _____
(Print Title)

Must be officer of Company, preferably VP or above

Date: _____