



# Integrity Gas Services, Inc.

6227 Cranberry Drive  
 Port Orange, Florida 32127  
 386-767-1444

## PROPOSAL

**Customer**

Name	Bayshore		
Address	925 N. Halifax Ave.		
City	Daytona Beach	State	FL ZIP 32118
Phone	Robert Hinckley 305-205-8259 cChuck678-776-0597		

Date	8/16/2020
Order No.	
Rep	Frank Sholtis
FOB	

Qty	Description	Unit Price	TOTAL
1	<p>THREE Pool heater installation.</p> <p>Furnish and install three Raypac BR406AEN ASME commercial grade poolheaters on new equipment pads with high wind stacks.</p> <p>Tie into existing water lines at pump and install inlet and outlet lines with adjustable bypass valve. Provide supply and return lines for three poolheater with check valves and isolation valves. Install galvanized gas piping manifold to service three poolheaters. Start up and check out units.</p> <p>Total Lump Sum Price</p> <p>Notes: Electric service to each heater not included. This is about 5 amps per unit, existing power supply should be okay. Gas piping assuming meter within 10' of pump house. Leveling of ground by others.</p>	\$15,209.00	\$15,209.00
		SubTotal	\$15,209.00
		Shipping & Handling	\$0.00
		<b>LUMP SUM</b>	<b>\$15,209.00</b>

Proposal good until Sept.30 2020

Office Use Only
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*Terrie Duck, Pres.*      *TERRIE DUCK*

All accounts are due on the 10th of the month. Past due accounts are subject to finance charges of 1.5% per month, annual percentage rate of 18% or that which the law will allow.

YOUR BUSINESS IS APPRECIATED!



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Date	8/16/2020
Order No.	
Rep	Frank Sholtes
FOB	

Qty	Description	Unit Price	TOTAL
1	<p>TWO Pool heater installation.</p> <p>Furnish and install two Raypac BR406AEN ASME commercial grade poolheaters on new equipment pads with high wind stacks.</p> <p>Tie into existing water lines at pump and install inlet and outlet lines with adjustable bypass valve. Provide supply and return lines for three poolheater with check valves and isolation valves. Install galvanized gas piping manifold to service three poolheaters. Start up and check out units.</p> <p>Total Lump Sum Price</p> <p>Notes: Electric service to each heater not included. This is about 5 amps per unit, existing power supply should be okay. Gas piping assuming meter within 10' of pump house. Leveling of ground by others.</p>	\$11,950.00	\$11,950.00
		SubTotal	\$11,950.00
		Shipping & Handling	\$0.00
		<b>LUMP SUM</b>	<b>\$11,950.00</b>

Proposal good until Sept.30 2020

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## HEATING THE POOL

THE ACTUAL COST OF THE HEATERS FROM INTEGRITY GAS WOULD BE:

(2) HEATERS: \$11,950.00

(3) HEATERS: \$15,209.00

THE COST WOULD BE PAID FROM POOL RESERVES

AS STATED, TECO PEOPLES GAS WOULD RUN THE LINE FOR FREE FROM WHERE IT PRESENTLY ENDS AT THE PLAYHOUSE TO OUR PUMP/POOL HOUSE. THERE WOULD BE A ONE TIME \$475.00 CHARGE FOR HOOK UP. WE WOULD SIGN A ONE YEAR CONTRACT. A CHARGE FOR EARLY TERMINATION IS \$500.00 THE COST FOR GAS IS 0.0700 PER THERM.

ACTUAL COST FOR GAS:

USING TWO HEATERS: \$98.00/DAY = \$35,770/YEAR  
ONLY NEED TO HEAT FOR 6 MONTHS = \$17,885/ HALF YEAR  
DIVIDED BY 212 UNITS = \$84.36/YEAR OR \$7.00/MONTH PER UNIT

USING THREE HEATERS: \$76.00/DAY = \$27,740/YEAR  
ONLY NEED TO HEAT FOR 6 MONTHS = \$13,870.00/HALF YEAR  
DIVIDED BY 212 UNITS = \$65.42/YEAR OR \$5.45/MONTH PER UNIT

CALCULATING SOME USEAGE FOR AN ADDITIONAL THREE MONTHS WOULD STILL BE UNDER \$10.00/MONTH PER UNIT

A SURVEY OF REAL ESTATE AGENTS RESULTED IN UNANIMOUS AGREEMENT THAT THE AMENITY WOULD RESULT IN AN INCREASED REAL ESTATE VALUE.

AT PRESENT 130 UNIT OWNERS (one per unit) RESPONDED TO THE SURVEY.

<u>102</u>	YES	<u>78</u>	% UNITS
<u>28</u>	NO	<u>22</u>	% UNITS



# Florida Natural Gas

## Gas Service Agreement

DBA: \_\_\_\_\_ Estimated Annual Therms: 20,000

Customer Name: Bayshore Bath and Tennis Club Date: 03/31/2020

Customer's Local Distribution Company ("LDC"): TECO Peoples Gas

Account Number(s): \_\_\_\_\_

Customer's Delivery Address: 925 N. HALIFAX AVE Customer's Mailing Address (if different) 925 N. HALIFAX AVE

City: Daytona Bea st: FL zip: 32118 City: Daytona Bea st: FL zip: 32118

By executing this Gas Service Agreement (the "Agreement"), Customer hereby selects SouthStar Energy Services, LLC d/b/a Florida Natural Gas ("FNG") as its natural gas provider and, as applicable, authorizes the LDC to transfer Customer's gas service to FNG.

Price -- Beginning at the start of transportation service for a term of 1 year ("the Term"), including any renewal term, FNG shall sell natural gas to Customer and Customer shall purchase its full requirements of natural gas from FNG at FNG's Market Index Price (IFERC FGT Zone 3) per therm plus per therm during the Term. \$ 0.0700

Gas Service Agreement Terms -- The attached Terms and Conditions of Service for Commercial Customers (as the same may be modified as provided therein from time to time) (the "Terms and Conditions") are hereby incorporated into and made a part of this Agreement, and the parties expressly agree to be bound thereby. References herein and therein to "the Agreement" or "this Agreement" shall mean this Agreement as supplemented by the Terms and Conditions as in effect from time to time. Should the parties execute a new Agreement for one or more account number(s) governed by this Agreement, the terms of the new Agreement shall supersede and terminate this Agreement solely pertaining to the account number(s) on the new Agreement. Capitalized terms used in the Terms and Conditions without definition shall have the meanings assigned to such terms herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

**FNG: SouthStar Energy Services, LLC d/b/a Florida Natural Gas**

By: \_\_\_\_\_

Title: \_\_\_\_\_

TECO Partners Rep: Coby Harward

Customer: Bayshore Bath and Tennis Club

By: *Terrie Quick*  
TERRIE QUICK, PRES.

Title: PRESIDENT



# Gas Service Agreement

No. Q6UJ9A02DD6V

Business Partner Name (Customer) <b>Bayshore Bath and Tennis Club</b>		Phone <b>(386) 255-3686</b>	Cell Phone	E-mail <b>bcmaoffice@gmail.com</b>
Service Address <b>925 N. HALIFAX AVE</b>		City <b>Daytona Beach</b>	State <b>FL</b>	Zip <b>32118</b>
Doing Business As (DBA)		City Limits (Enter Yes or No) <b>Yes</b>	County Name <b>VOLUSIA</b>	
Mailing Address <b>925 N. HALIFAX AVE</b>		City <b>Daytona Beach</b>	State <b>FL</b>	Zip <b>32118</b>
Contact Name <b>Robert Hinckley</b>		Phone <b>(386) 255-3686</b>	E-mail <b>mcmoffice@gmail.com</b>	
Federal ID <b>59-1647753</b>	Tax Exempt (Yes or No) <b>Yes</b>	Date Service Line Requested <b>04/30/2020</b>	Date Gas Service Requested <b>04/30/2020</b>	
Field Contact Name		Phone	E-mail	

**SALES INSTRUCTIONS/REMARKS**

**SERVICE TYPE**

Main (Enter On or Off)	<b>On</b>
New (N), Added Load (AL), Conversion (Co)	<b>N</b>
Reactivate (RA)	<b>Manifold (MA)</b>
Residntl (R), Commnl (C)	<b>C</b>
Industrial (I)	
Rate Class	<b>GS-1</b>
Map #	

QTY.	APPLIANCE TYPE	PEAK HR DEMAND C/H	ANNUAL THERMS		PRESSURE AT EQPT.	FINANCIAL INFORMATION		OTHER SERVICES
			PRESENT	ADDITIONAL				
3	PH	0			Other	Gas Deposit	\$400.00	WH Billing Prog
						Turn-on Charge	\$75.00	Conversion Bill
						Aid to Construction (Non-Refundable)	\$0.00	Other
						Construction Deposit	\$0.00	Other
						Prepayment		Other
						Balance Due	\$475.00	Other
						<b>DEALER INFORMATION (if applicable)</b>		
						Dealer Name		
						Dealer Phone		Alt Phone
						Services to be provided by Dealer		
		<b>TOTAL 1200</b>			<b>20,000</b>			

**TO BE COMPLETED BY PGS ONLY**

Meter Size	Regulator Size	BP#	<b>1200391304</b>	CA#
System Pressure	Delivery Pressure	Premise#		Install#
Conversion Propane Company		Meter#		Project#

REMARKS

I have read all of the terms and conditions on the second page and agree to them.

<i>Terrie Bank</i>				16852
Business Partner/Customer Signature		Sales Rep Signature		Sales Rep ID #
<b>TERRIE BANK PRES.</b>	<b>8/24/2020</b>	<b>Coby Harward</b>		
Business Partner/Customer Printed Name	Date	Sales Rep Printed Name		Date



## NATURAL CHOICE TRANSPORTATION SERVICE LETTER OF AUTHORIZATION

PGS Rev 03/16

NATURAL CHOICE TRANSPORTATION SERVICE  
Letter of Authorization

Peoples Gas System ("PGS")  
P.O. Box 2562  
Tampa, Florida 33601-2562

## TO WHOM IT MAY CONCERN:

This letter constitutes a formal request by the undersigned ("Customer") for gas transportation service pursuant to PGS's Rider NCTS and other applicable provisions of PGS's applicable Natural Gas Tariff, as the same may be amended from time to time, for the following PGS customer account number(s):

ACCOUNT NUMBER(S): \_\_\_\_\_

## CUSTOMER CONTACT:

Company: Bayshore Bath and Tennis Club

Contact Name: Robert Hinckley

Address: 925 N. HALIFAX AVE

City, State, Zip Code: Daytona Beach, FL 32118

Phone: (386) 255-3686

Fax: \_\_\_\_\_

E-mail Address: mcmaoffice@gmail.com

As signified by initials in the box, Customer hereby authorizes PGS to release to the "Pool Manager" named below, the twelve-month historic gas usage for the accounts listed above. Customer understands that said Pool Manager will be assessed a fee of \$20 per account, payable upon receipt of request, for the authorized information.

Customer has entered, or intends to enter, into one or more agreement(s) with Pool Manager providing for Pool Manager's delivery of the gas purchased by Customer from or through Pool Manager to PGS pursuant to the Firm Delivery and Operational Balancing Agreement between PGS and Pool Manager (the "Firm Delivery Agreement").

Provided the Firm Delivery Agreement is in effect at the time gas is tendered to PGS by or on behalf of Pool Manager for Customer's account(s) listed above; PGS will transport gas delivered for such account(s) pursuant to Rider NCTS and the applicable provisions of PGS's tariff on file with the Florida Public Service Commission ("FPSC"), as the same may be amended from time to time.

Subject to the terms of Rider NCTS and the Firm Delivery Agreement, such service shall continue until Customer, Pool Manager, or PGS gives written notice to the others of the termination of such service in accordance with Rider NCTS. If the Firm Delivery Agreement is terminated for any reason as it applies to any Gas to be delivered for Customer's account(s) for transportation by PGS, PGS shall have the right to immediately terminate transportation service to the above account(s) under Rider NCTS.

Customer understands that it may terminate participation in Rider NCTS with thirty (30) days notice and return to sales service from the Company. However, the Customer must then remain on sales service for the following twelve-month period. In the event the Pool Manager terminates its agreement with the Customer without the Customer's consent, the Customer may return to Rider NCTS, but not to the same Pool Manager within the twelve-month period.

Customer agrees to pay PGS in accordance with the applicable rate schedule for the transportation of gas for Customer's account(s), including charges that may be applicable under Rider NCTS that are not applicable under sales service. Customer understands that it is responsible for the payment of all bills rendered to Customer by Pool Manager, and that each Pool Manager's bill for gas purchased by Customer will be rendered separately from PGS's bill for transportation service. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third party (including a Third Party Gas Supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Gas Service.

Customer affirms that it has been informed of the list of approved pool managers for the supply of gas for transportation under Rider NCTS, available on the PGS website ([www.peoplesgas.com](http://www.peoplesgas.com)).

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned Pool Manager agrees that it will keep confidential, and not use or disclose to any person not named herein, information released pursuant to the above authorization, or information received from the above Customer, except to the extent necessary to deliver gas to PGS for transportation to the above Customer account(s), or as may be required by law (in which case Pool Manager will provide notice to PGS prior to making such disclosure).

Pool Manager: Florida Natural Gas

By: \_\_\_\_\_

Title: \_\_\_\_\_

Customer history requested by Pool Manager. If requested, payment must be received to deem complete.



## Terms and Conditions of Service for Commercial Customers

**Price Plan and Other Charges** -- The gas price under the Gas Service Agreement (together with these Terms and Conditions of Service for Commercial Customers, each as amended or modified from time to time, the "Agreement") shall be in effect beginning with the first billing cycle that commences during the Term. FNG's Market Index Price may vary each calendar month and for each calendar month shall be based on the applicable index price in effect for such calendar month. Under FNG's Market Index Price, Customer will be charged for natural gas consumption during each billing cycle at the monthly Market Index Price in effect on Customer's applicable end meter read date. During a renewal term, FNG shall charge Customer and Customer shall pay FNG the price specified in the Agreement for all therms consumed by Customer in each billing cycle. Customer's Invoices will also include, as applicable: (i) FNG Interstate and Intrastate fuel and transportation charges, which are volumetric charges associated with transporting natural gas to the LDC's City Gate; (ii) an FNG customer service or monthly plan charge, which is a charge for FNG's cost of maintaining and servicing Customer's account; (iii) an FNG Signature Service Charge for Customer-selected services separate and additional to the standard price plan offering, which may be either a one-time assessment or recurring charge and either a fixed or volumetric charge; and (iv) applicable taxes, fees and other charges such as connection charges and late fees. Title to the natural gas sold hereunder shall pass from FNG to Customer at the LDC's City Gate. The LDC is responsible for delivery of natural gas from the City Gate to Customer's premises. The LDC will bill Customer separately for the LDC's charges unless otherwise specified in the Agreement.

**Payment/Credit** -- FNG will invoice Customer on a monthly basis. Payment is due 23 days from the invoice date. A late charge of 1.5% per month (but no less than \$10) may be assessed for all payments not paid by the date due. Customer authorizes FNG to periodically make credit inquiries of others and to obtain credit reports with respect to Customer. Customer shall be liable for any collection agency fees, attorneys' fees (including in-house counsel fees), court costs, and all other costs of collecting outside balances. If Customer disputes an invoice, Customer must notify FNG in writing within thirty (30) days of the invoice date; if Customer does not raise a dispute within this time frame, Customer waives all right to do so. After giving written notice, Customer may withhold payment for the disputed portion of the invoice only. FNG may, in its discretion, require a security deposit from Customer in an amount determined by FNG. In addition, if FNG has reasonable grounds for insecurity regarding the performance of this Agreement (whether or not then due) by Customer (including without limitation, the occurrence of a material adverse change in the creditworthiness of Customer), FNG may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to FNG, including but not limited to, a standby irrevocable letter of credit, a prepayment or deposit, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

**Term and Termination** -- Upon the expiration of the initial Term (or any renewal term, which, if applicable, shall be included in and extend such Term), unless the parties have agreed otherwise in writing, the Agreement shall automatically renew for a like term and price as the Initial Term, unless and until either party notifies the other party in writing at least 60 days in advance of the end of the Term (or any such renewal term, as the case may be) of such party's intent for the Agreement not to renew. Notwithstanding the foregoing, FNG may stop service and/or terminate this Agreement by giving written notice of termination to Customer and causing Customer's service to be transferred to the LDC, in addition to any other remedies FNG may have, and shall not be liable to Customer for any damages for failure to deliver, if: (1) there is a material adverse change in the business or financial condition of Customer (as determined by FNG in its discretion), (2) Customer fails to pay any invoice as provided herein, post any required security deposit or adequate assurance, or otherwise breaches this Agreement, (3) Customer sells or no longer occupies the underlying property with respect to any address/account set forth in the Agreement (a "Disposition"), unless the Agreement is assigned in whole to the new occupant of such property as set forth in "Miscellaneous" below, or (4) Customer Discontinues Service (defined below) for any reason.

Customer shall be fully responsible and liable for providing FNG with reasonable advance written notice of a Disposition, and in any event no less than thirty (30) days, and shall be fully liable for all obligations, including without limitation payment for natural gas service, attributable to such address/account under this Agreement unless and until FNG has actually received a notice letter from Customer compliant with the requirements of this provision. Customer shall be responsible for early termination charges for any Disposition, as set forth in the "Breach/Damages" section below. In the event of a partial termination under this section relating to a Disposition, the Agreement shall survive with respect to all other addresses/accounts governed by the Agreement, including without limitation the provisions of the "Breach/Damages" section. Upon any termination of this Agreement, where the addresses/accounts are not transferred to the LDC, the Customer shall remain liable for all costs for natural gas service billed by FNG and such obligation shall survive termination of the Agreement. The terms "Discontinue(s) Service" and "Discontinuation of Service" shall mean "burns no gas or less than ten percent of Customer's Estimated Volume (defined below) for three consecutive billing months." Customer's "Estimated Volume" for any month (or portion thereof) shall be calculated on an aggregate basis across all of Customer's addresses/accounts as Customer's gas usage for the same month in the prior calendar year based upon the LDC's consumption data.

If FNG continues to be Customer's natural gas provider following such termination, the price for gas delivered after the date of such termination shall be the price specified in the Agreement. At any time after the initial Term, FNG may change Customer's pricing by providing Customer with prior notice of FNG's intent to change the price. Customer will then have 30 days after the date of such notice to terminate the Agreement without penalty or the change in pricing will become effective as provided in FNG's notice. Customer acknowledges that, in all events, whether upon initiation of service or expiration or termination of the Agreement, the LDC is responsible for transferring Customer's account to FNG or another marketer, as applicable, and FNG is not responsible for any delays in the transfer of Customer's account. The transfer of Customer's account to the LDC or another marketer will be subject to FNG's switch fee and any other charges that the LDC or such marketer may charge.

**Tax** -- Customer is liable for and shall pay or reimburse FNG, if FNG has paid, for all taxes applicable to the gas sold hereunder including, but not limited to, any state and/or local: (i) gas revenue tax, (ii) gas use tax, (iii) utility tax, (iv) sales and use tax, (v) consumption tax, (vi) franchise tax, (vii) gross receipts tax, (viii) gross revenue tax, and (ix) excise tax. Customer shall indemnify, defend and hold harmless FNG from all liability against all such taxes. If Customer is tax exempt, Customer shall furnish FNG a certificate of tax exemption or other written documentation of exempt status acceptable to FNG.

**Meter Reading** -- Under applicable rules of the Florida Public Service Commission (the "FPSC"), the LDC is responsible for reading Customer's meter. FNG is not responsible for delayed or inaccurate meter readings. If Customer's meter fails to accurately record Customer's gas consumption, then FNG has the right, in its discretion, to bill Customer based on estimated consumption. FNG has the additional right, in its discretion, to rebill Customer based on LDC meter read errors. If no meter reading is received from the LDC for a billing cycle, then FNG's bill for such period may reflect zero gas consumption or FNG may not invoice Customer for such period and the gas charge for such period will appear on a subsequent invoice after FNG receives a valid meter reading.

Customer Initials: \_\_\_\_\_





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**Term and Termination** – Upon the expiration of the initial Term (or any renewal term, which, if applicable, shall be included in and extend such Term), unless the parties have agreed otherwise in writing, the Agreement shall automatically renew for a like term and price as the initial Term, unless and until either party notifies the other party in writing at least 60 days in advance of the end of the Term (or any such renewal term, as the case may be) of such party's intent for the Agreement not to renew. Notwithstanding the foregoing, FNG may stop service and/or terminate this Agreement for breach by giving written notice of termination to Customer and causing Customer's service to be transferred to the LDC, in addition to any other remedies FNG may have, and shall not be liable to Customer for any damages for failure to deliver, if: (1) there is a material adverse change in the business or financial condition of Customer (as determined by FNG in its discretion), (2) Customer fails to pay any invoice as provided herein, post any required security deposit or adequate assurance, or otherwise breaches this Agreement, (3) Customer sells or no longer occupies the underlying property with respect to any address/account set forth in the Agreement (a "Disposition"), unless the Agreement is assigned in whole to the new occupant of such property as set forth in "Miscellaneous" below, or (4) Customer discontinues service (defined below) for any reason.

Customer shall be fully responsible and liable for providing FNG with reasonable advance written notice of a Disposition, and in any event no less than thirty (30) days, and shall be fully liable for all obligations, including without limitation payment for natural gas service, attributable to such address/account under this Agreement unless and until FNG has actually received a notice letter from Customer compliant with the requirements of this provision. Customer shall be responsible for early termination charges for any Disposition, as set forth in the "Breach/Damages" section below. In the event of a partial termination under this section relating to a Disposition, the Agreement shall survive with respect to all other addresses/accounts governed by the Agreement, including without limitation the provisions of the "Breach/Damages" section. Upon any termination of this Agreement, where the addresses/accounts are not transferred to the LDC, the Customer shall remain liable for all costs for natural gas service billed by FNG and such obligation shall survive termination of the Agreement. The terms "Discontinue(s) Service" and "Discontinuation of Service" shall mean "burns no gas or less than ten percent of Customer's Estimated Volume (defined below) for three consecutive billing months." Customer's "Estimated Volume" for any month (or portion thereof) shall be calculated on an aggregate basis across all of Customer's addresses/accounts as Customer's gas usage for the same month in the prior calendar year based upon the LDC's consumption data.

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**Tax** – Customer is liable for and shall pay or reimburse FNG, if FNG has paid, for all taxes applicable to the gas sold hereunder including, but not limited to, any state and/or local: (i) gas revenue tax, (ii) gas use tax, (iii) utility tax, (iv) sales and use tax, (v) consumption tax, (vi) franchise tax, (vii) gross receipts tax, (viii) gross revenue tax, and (ix) excise tax. Customer shall indemnify, defend and hold harmless FNG from all liability against all such taxes. If Customer is tax exempt, Customer shall furnish FNG a certificate of tax exemption or other written documentation of exempt status acceptable to FNG.

**Meter Reading** – Under applicable rules of the Florida Public Service Commission (the "FPSC"), the LDC is responsible for reading Customer's meter. FNG is not responsible for delayed or inaccurate meter readings. If Customer's meter fails to accurately record Customer's gas consumption, then FNG has the right, in its discretion, to bill Customer based on estimated consumption. FNG has the additional right, in its discretion, to rebill Customer based on LDC meter read errors. If no meter reading is received from the LDC for a billing cycle, then FNG's bill for such period may reflect zero gas consumption or FNG may not invoice Customer for such period and the gas charge for such period will appear on a subsequent invoice after FNG receives a valid meter reading.

Customer Initials: \_\_\_\_\_

