



# New York Natural Gas Firm Commercial Service Agreement

## Customer Information

<b>Name</b>	Gold Coast Rest Corp	<b>Date</b>	04/24/2019 ✓
<b>Address</b>	2 Middleneck Road Roslyn, NY 11576	<b>Contract Term</b>	24 months beginning 6/1/2019 or the first available meter read thereafter.
<b>Email</b>		<b>Type</b>	New
<b>Phone</b>	516-627-0021	<b>Contract Volume</b>	583,867
<b>SS#/EIN#</b>			

## Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

## Customer Disclosure Statement

<b>Price</b>	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
<b>How the price is determined</b> ✓	Fixed rate of \$0.4488 per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
<b>Length of the agreement and end date</b> ✓	24 months beginning 6/1/2019 or the first available meter read thereafter.
<b>Amount of Early Termination Fee and method of calculation</b>	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Plymouth can sell such gas following the termination.
<b>Amount of Late Payment Fee</b>	Customer will pay 1.5% on overdue balances not received by Plymouth within 15 days of the date of the bill.
<b>Provisions for renewal of the agreement</b>	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless Plymouth obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
<b>Guaranteed Savings</b>	This agreement offers no guaranteed savings
<b>Consolidated Billing</b>	Plymouth supply charges will be presented on the utility invoice

## Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to: 2 Middleneck Road  
Roslyn, NY, 11576

## General Terms and Conditions

**1. Agreement to Sell and Purchase Energy.** This is an agreement between Plymouth Rock Energy, LLC ("Plymouth") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Plymouth (the "Agreement"). Subject to the terms and conditions of this Agreement, Plymouth agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Plymouth, necessary to meet Customer's requirements based upon consumption data obtained by Plymouth or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Plymouth or the LDU's delivery schedule. The LDU will continue to deliver the natural gas supplied by Plymouth.

**2. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the LDU, and shall continue for 24 months beginning 6/1/2019 or the first available meter read thereafter, (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless Plymouth sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 45 days and no more than 90 days prior to the renewal date, apprising customer of any proposed changes in the terms and conditions of

this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. While receiving service on a month-to-month basis, Customer or Plymouth may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

**3. Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

Plymouth will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDU, and Customer will pay each invoice in full within 15 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Plymouth or the LDU, or each of the LDU and Plymouth may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Plymouth may assign and sell Customer accounts receivable to LDU. Failure to make full payment of Plymouth charges due on any consolidated bill prepared by the LDU for Plymouth will be grounds for

disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

**Usage Allowance:** In the event that usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs and/or balancing costs. Base Load usage is shown in Schedule B for reference.

**Early Termination:** If there is a material adverse change in the business or financial condition of Customer (as determined by Plymouth at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Plymouth may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Plymouth terminates this Agreement due to Customer's breach, and the Agreement is for fixed price service, the Customer shall pay Plymouth, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Plymouth of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

**4. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Plymouth. Plymouth may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

**5. Information Release Authorization.** CUSTOMER AUTHORIZES PLYMOUTH TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDU: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS UNDER PSL § 32 (3); AND INFORMATION PERTAINING TO PSL § 33, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY PLYMOUTH TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL NOT BE DISCLOSED TO A THIRD PARTY UNLESS REQUIRED BY LAW. CUSTOMER'S EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AUTHORIZATION FOR THE RELEASE OF THIS INFORMATION TO PLYMOUTH. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO PLYMOUTH OR BY CALLING PLYMOUTH AT 1-866-539-6450. PLYMOUTH RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

**6. Consumer Protections.** The services provided by Plymouth to Customer are governed by the terms and conditions of this Agreement. Plymouth will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Plymouth at 1-855-327-6937 or the DPS at 1-888-697-7728 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](http://www.dps.ny.gov).

**7 Cancellation.** Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all Plymouth charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) days after the final scheduled meter reading or if access is unavailable, an estimate of

consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agency.** Customer hereby designates Plymouth as agent to: (a) arrange and administer contracts and service agreements between Customer and Plymouth and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDU for the transportation of the Customer's natural gas supplier from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplier with such supplies of other customers served by Plymouth to maintain qualification for LDU transportation service and resolve imbalances that may arise during the term of this Agreement. Plymouth as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDU and in response to information provided by the LDU. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDU. Plymouth agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Title.** Customer and Plymouth agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from Plymouth to the Customer at the delivery point(s). Customer and Plymouth agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. Plymouth will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

**10. Warranty.** This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and Plymouth. Plymouth makes no representations or warranties other than those expressly set forth in this Agreement, and Plymouth expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**11. Force Majeure.** Plymouth will make commercially reasonable efforts to provide natural gas hereunder but Plymouth does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Plymouth ("Force Majeure Events") may result in interruptions in service. Plymouth will not be liable for any such interruptions caused by a Force Majeure Event, and Plymouth is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, curtailment by Customer's LDU or Plymouth transportation capacity, or Customer's LDU appropriation of natural gas, etc., changes in laws, rules, or regulations of any governmental authority or any other cause beyond Plymouth's control. Should the parties have cause to claim for majeure, the claiming party will notify the other party, in writing, of the causes of such events, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relation to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**12. Liability.** The remedy in any claim or suit by Customer against Plymouth will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Plymouth or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**13. Contact Information.** Customer may contact Plymouth's Customer Service Center at 1-855-327-6937, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to Plymouth at: Plymouth, 920 Railroad Ave, Woodmere, N.Y. 11598.

**14. Dispute Resolution.** In the event of a billing dispute or disagreement involving Plymouth's service, Customer should contact Plymouth's Customer Service Center as provided above. Customer must pay the bill in full, except

for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting [www.dps.state.ny.us](http://www.dps.state.ny.us).

**15. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

**16. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Plymouth's net income, shall be paid by Customer, and Customer agrees to indemnify Plymouth and hold Plymouth harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by Plymouth in order to permit Plymouth to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to Plymouth in a timely manner, Plymouth shall apply a tax rate selected at Plymouth's sole discretion to Customer and, upon Plymouth's receipt of all necessary documentation and information, Plymouth will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. Plymouth shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such

circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold Plymouth harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

**17. Regulatory Changes.** If at some future date there is a change in any law, rule, regulation or pricing structure whereby Plymouth is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion Plymouth shall have the right to cancel this Agreement on 15 days' notice to Customer.

**18. Change in Law.** In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in Plymouth Rock Energy incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be passed through to Customer.

**19. Emergency Service.** The LDU will respond to leaks and emergencies. In the event of a gas leak, electric service interruption or other emergency, Customer should immediately call their utility at: Con Edison 1-800-75-CONED; Orange and Rockland 1-877-434-4100 (electric) or 1-800-533-5325 (gas); KeySpan 1-718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk 1-800-892-2345; Central Hudson 1-800-527-2714; Rochester Gas & Electric 1-800-743-1702; NYSEG 1-800-572-1121; National Fuel Gas 1-800-444-3130, National Grid 1-800-892-2345; and emergency personnel. Customer should then call Plymouth at 1-855-327-6937.

**20. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

IN WITNESS WHEREOF, Customer and Plymouth have caused this Agreement to be executed as of the date first set forth above.

For Plymouth Rock Energy, LLC

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

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

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

For Gold Coast Rest Corp

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

Print Name: Howard Brenner

Title: CFO Date: 4/24/19

# Schedule A – Utility Account Details

Account Number	LDC	Account Name	Service Address	Tax Type	Rate Class
2976025002	National Grid LI	GOLD COAST REST CORP	2 MIDDLENECK RD ROSLYN, NY, 11576-1348	Residential	SC52A
1938238004	National Grid LI	MANHASSET RESTAURANT	2014 NORTHERN BLVD MANHASSET, NY, 11030-3540	Residential	SC52A
0716045000	National Grid LI	MANHASSET RESTAURANT	2014 NORTHERN BLVD MANHASSET, NY, 11030-3540	Residential	SC52A
5664109009	National Grid LI	MIRACLE MILE RESTAUR	2110 NORTHERN BLVD STE 2 MANHASSET, NY, 11030	Residential	SC52A
4419708002	National Grid LI	MIRACLE MILE REST	2110 NORTHERN BLVD UNIT C MANHASSET, NY, 11030	Residential	SC52A
7934645009	National Grid LI	ROSLYN HOSPITALITY	1305 OLD NORTHERN BLVD ROSLYN, NY, 11576-1624	Residential	SC52B
9181454007	National Grid LI	ROSLYN HOSPITALITY	1295 OLD NORTHERN BLVD ROSLYN, NY, 11576-1624	Residential	SC52B
5508556004	National Grid LI	WHEATLEY RESTAURANT LLC	400 WHEATLEY PLZ STR 768 GREENVALE, NY, 11548	Residential	SC52B
<del>6754291002</del>	National Grid LI	WHEATLEY RESTAURANT	400 WHEATLEY PLZ GREENVALE, NY, 11548-1326	Residential	SC52A
4373336008	National Grid LI	EAST MEADOW AVE REST	272 E MEADOW AVE# 2 E MEADOW, NY, 11554-2437	Residential	SC51A
3130277005	National Grid LI	EAST MEADOW AVE REST	272 E MEADOW AVE# 1 E MEADOW, NY, 11554-2437	Residential	SC51A
6862953004	National Grid LI	EAST MEADOW AV REST	284 E MEADOW AVE E MEADOW, NY, 11554-2437	Residential	SC52A
3068293017	National Grid LI	Gold Coast Rest Corp	100 WALT WHITMAN RD STR 206 HUNT STA, NY, 11746	Commercial	

## Schedule B – Base Load Usage

Account Number	LDC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	
2976025002	National Grid LI	4,146	3,578	3,829	3,390	3,191	3,234	3,023	2,874	2,872	3,
1938238004	National Grid LI	2,440	2,021	1,937	1,679	1,375	1,433	1,370	1,281	1,174	1,
0716045000	National Grid LI	2,283	2,068	2,227	2,276	2,357	2,256	2,406	2,471	2,287	2,
5664109009	National Grid LI	1,980	1,807	1,915	1,934	2,017	2,008	2,089	2,071	1,995	2,
4419708002	National Grid LI	2,381	2,028	2,103	2,250	2,309	2,222	2,234	2,189	2,081	2,
7934645009	National Grid LI	6,865	5,663	5,910	4,378	4,057	3,553	3,525	3,424	3,378	3,
9181454007	National Grid LI	686	547	592	241	45	31	1	-	-	
5508556004	National Grid LI	22	58	55	22	8	4	-	1	1	
6754291002	National Grid LI	4,118	3,544	3,667	3,492	3,669	3,324	3,470	3,417	3,275	3,
4373336008	National Grid LI	4	3	4	4	3	3	3	3	3	
3130277005	National Grid LI	7	5	7	8	7	7	3	4	6	
6862953004	National Grid LI	1,582	1,387	1,453	1,240	1,244	1,126	1,161	1,159	1,127	1,
3068293017	National Grid LI	7,100	6,081	5,876	5,310	875	120	120	118	190	
<b>Total Volumes</b>		<b>33,614</b>	<b>28,790</b>	<b>29,575</b>	<b>26,224</b>	<b>21,157</b>	<b>19,321</b>	<b>19,405</b>	<b>19,012</b>	<b>18,389</b>	<b>20,</b>

Contract Id: 454033 - 1003689

Plymouth Rock Energy, an ENGIE company | 920 Railroad Ave, Woodmere, NY 11598 | (855) 32-POWER | www.plymouthr

## Billing Address

Customer Name	Gold Coast Rest Corp
C/O (Management Company)	
Billing Address	2 Middleneck Road Roslyn, NY, 11576

## Management Company

Main Phone	516-627-0021
Contact Name	Howard Brenan or Bibi Dixon
Direct Phone	
Fax	516-627-1119
Email	howard@pollrestaurants.com

## Accounts Payable

Contact Name	
Contact Phone	516 - 627-0021
Fax	
Email	

