



**GREAT AMERICAN
GAS & ELECTRIC**

550 Mamaroneck Ave, Suite 305 A
Harrison, New York 10528
Toll-free: 1-866-269-9393
www.ga-ge.com

October 22, 2025

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**RE: Supplemental Filing – GAGE Applications for EGS and NGS Licensure
Docket Nos. A-2025-3055834 and A-2025-3055835**

Dear Secretary Chiavetta,

On behalf of GAGE, please find enclosed supplemental materials in support of its pending applications for licensure as an Electric Generation Supplier (EGS) and a Natural Gas Supplier (NGS) in the Commonwealth of Pennsylvania.

The following documents are included as part of this supplemental submission:

For the NGS Application:

- Updated Section 1.b – Telephone number of the registered agent.
- Copy of the approved Disclosure Statement

For the EGS Application:

- Updated Section 1.b – Telephone number of the registered agent.
- Updated Section 4.c – Proposed services. The revised language clarifies that “GAGE is a retail supplier who will offer *electric* services to PA customers.”
- Proofs of publication.
- Copy of the approved Disclosure Statement

Respectfully submitted,

Gabriela Glynn
Vice President, Regulatory Affairs
gabriela@ga-ge.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Great American Gas & Electric, LLC, d/b/a _____, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

Great American Gas & Electric, LLC
550 Mamaroneck Ave, suite 305A, Harrison, NY 10528
www.ga-ge.com
866-269-9393

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

InCorp Services, Inc.
Registered Agent:
7208 Red Top Road, Hummelstown, Pennsylvania 17036
phone:(800) 246-2677

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application and future inquiries should be addressed.

NOTE: To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

Name: Gabriela Glynn - VP, Regulatory Affairs & Compliance
Address: 550 Mamaroneck Ave, suite 305A, Harrison, NY 10528
Phone: 866-269-9393
Email: gabrielag@ga-ge.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Applicant is not using an attorney.

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

PRIMARY:
Name: Angel Ordaz - Customer Support Representative
Address: 550 Mamaroneck Ave, suite 305A, Harrison, NY 10528
Phone: 866-269-9393
Email: support@ga-ge.com

SECONDARY:
Name: Gabriela Glynn - VP, Regulatory Affairs & Compliance
Address: 550 Mamaroneck Ave, suite 305A, Harrison, NY 10528
Email: gabrielag@ga-ge.com
Phone: 866-269-9393

4. OPERATIONS

a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

or

The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple)*:

- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
 - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

GAGE is a retail supplier who will offer Electricity services to PA customers.

d. **PROPOSED SERVICE AREA:** Check the box of each Electric Distribution Company for which the Applicant proposes to provide service.

- Citizens' Electric
- Duquesne Light
- Met-Ed
- PECO
- Penelec
- Penn Power

- Pike
- PPL
- UGI Utilities
- Wellsboro
- West Penn

Entire Commonwealth of PA

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -

This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

July 1, 2025.

CUSTOMER DISCLOSURE STATEMENT - Electricity

Pennsylvania

Supplier Information	<p>Supplier: Great American Gas & Electric, LLC (“GAGE”) 550 Mamaroneck Ave, Suite 305A Harrison, NY 10528</p> <p>GAGE is responsible for supply of electricity provided under this Agreement. Your EDC (“Utility”) will be responsible for delivery of your electricity services, as well as providing energy related emergency services.</p>
Price Structure	<p><input type="checkbox"/>Fixed <input type="checkbox"/> Variable</p> <p>[If Variable] The price each month may vary each billing cycle based on the following factors: GAGE's actual and estimated costs of obtaining electricity from any sources, including but not limited to prior period adjustments, capacity, renewable standard requirements, inventory and balancing costs, transportation costs incurred by GAGE, utility fees, and other market and business-related factors such as administrative costs, expenses, and margins. Please see additional information about pricing structure on Section 4 of the Agreement.</p>
Generation/Supply Price	<p>[If Fixed] \$ _____ /kWh during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with GAGE will be [\$_____/kWh]</p>
Statement Regarding Savings	<p>This Agreement contains no price savings guarantees.</p>
Deposits Requirements	<p>None.</p>
Penalties, Fees, Exceptions	<p><u>Fixed Rate Agreements: Termination of Fixed Agreements prior to their Term, shall result in an Early Termination Fee (“ETF”) applicable as follows:</u></p> <p><u>For Residential Customers:\$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.</u></p> <p><u>For Small Commercial Customers:\$50 for each remaining month in the Agreement.</u></p> <p><u>Variable Rate Agreements: There is no Early Termination Fee (“ETF”) for Variable Rate Agreements.</u></p>

Agreement Start Date	Customer will buy their electricity generation service for the above address from GAGE beginning on the date set by your electric distribution company (EDC).
Contract Duration/Length	If Fixed] The initial term of this Agreement shall be in effect for _____ months (“Initial Term”). [If Variable] Variable: Month-to-Month
Right of Rescission	Customer may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Great American Gas & Electric by phone at 1-866-269-9393 or by email at support@ga-ge.com .
Renewal	If Customer has a fixed duration contract that will be ending, or whenever GAGE wants to change the contract, Customer will receive two separate notices before the contract ends, or the changes happen. Customer will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain all Customer’s options.

CUSTOMER DISCLOSURE STATEMENT – Natural Gas

Pennsylvania

Supplier Information	<p>Supplier: Great American Gas & Electric, LLC (“GAGE”) 550 Mamaroneck Ave, Suite 305A Harrison, NY 10528</p> <p>GAGE is responsible for supply of electricity and/or natural gas provided under this Agreement. Your NGDC (“Utility”) will be responsible for delivery of your gas services, as well as providing energy related emergency services.</p>
Price Structure	<p><input type="checkbox"/>Fixed <input type="checkbox"/> Variable</p> <p>[If Variable] The price each month may vary each billing cycle based on the following factors: GAGE's actual and estimated costs of obtaining wholesale natural gas supply from any sources, including but not limited to prior period adjustments, capacity, renewable standard requirements, inventory and balancing costs, transportation costs incurred by GAGE, utility fees, and other market and business-related factors such as administrative Please see additional information about pricing structure on Section 4 of the Agreement. costs, expenses, and margins.</p>
Generation/Supply Price	<p>[If Fixed] \$ _____ /therm during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with GAGE will be [\$_____/therm]</p>
Statement Regarding Savings	<p>This Agreement contains no price savings guarantees.</p>
Deposits Requirements	<p>None.</p>
Penalties, Fees, Exceptions	<p><u>Fixed Rate Agreements: Termination of Fixed Agreements prior to their Term, shall result in an Early Termination Fee (“ETF”) applicable as follows:</u></p> <p><u>For Residential Customers:\$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.</u></p>

	<p><u>For Small Commercial Customers:\$50 for each remaining month in the Agreement.</u></p> <p><u>Variable Rate Agreements: There is no Early Termination Fee (“ETF”) for Variable Rate Agreements.</u></p>
Agreement Start Date	Customer will buy their natural gas service for the above address from GAGE beginning on the date set by your natural gas distribution company (NGDC).
Contract Duration/Length	<p>[If Fixed] The initial term of this Agreement shall be in effect for _____ months (“Initial Term”).</p> <p>[If Variable]: Month-to-Month</p>
Right of Rescission	Customer may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Great American Gas & Electric by phone at 1-866-269-9393 or by email at support@ga-ge.com .
Renewal	If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

TERMS & CONDITIONS

Residential and Small Commercial
v.10.15.2025

1. Agreement to Sell and Purchase Energy

This is an Agreement between Great American Gas & Electric, LLC (“GAGE,” “Supplier,” or “Seller”), an independent energy services company, and the undersigned customer (“Customer”), under which Customer shall initiate natural gas and/or electricity service as specified on the first page of this Agreement, or GAGE’s website, whichever is applicable, and begin enrollment with GAGE (the “Agreement”). GAGE is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation and natural gas services in Pennsylvania. Our PA PUC license number is A-XXXX-XXXXXXXX for electricity and XXXXXXXX for natural gas. GAGE sets the generation and commodity prices and charges that Customer pays. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Subject to the terms and conditions of this Agreement, GAGE agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by GAGE, necessary to meet Customer’s requirements based upon consumption data obtained by GAGE or the delivery schedule of the Natural Gas and/or Electric Distribution Company (the “NGDC” and “EDC,” respectively). GAGE is not affiliated with and does not represent the NGDC and/or EDC. The amount of natural gas and/or electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by GAGE or the NGDC/EDC’s delivery schedule. The NGDC and/or EDC will continue to deliver the gas and/or electricity supplied by GAGE. This Agreement is applicable to Residential

customers and Small Commercial Customers as defined in 52 Pa. Code § 56.252.

2. Right of Rescission

Customer may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. Customer can contact GAGE by phone, in writing or electronically to cancel this agreement. See Section 18 for GAGE’s contact information.

3. Duration of the Agreement

Customer will buy your electricity generation service and or natural gas supply service for the account(s) specified on the first page of this Agreement, or GAGE’s website, whichever is applicable, from GAGE beginning on the date the request is electronically submitted to Customer’s EDC and/or NGDC and will continue as follows:

-For fixed price agreements: the contract will continue for _____ months.

For variable price agreements: the contract will continue on a month-to-month basis until Customer or GAGE cancels the contract in accordance with Section 12 herein, or GAGE receives a cancellation request from the EDC and/or NGDC.

4. Terms of Service

- For Variable Rate service, Customer will pay a variable price that can change (monthly, quarterly, etc.). The price for the first billing period will be _per kWh or _ therm, for the first billing cycle. Thereafter the price each month may vary each billing cycle based on the following factors: GAGE’s actual and estimated costs of obtaining wholesale natural gas supply or electricity from any sources,

including but not limited to prior period adjustments, capacity, renewable standard requirements, inventory and balancing costs, transportation costs incurred by GAGE, utility fees, and other market and business-related factors such as administrative costs, expenses, and margins. This Agreement does not include Utility charges. For variable pricing plans, Customer may obtain the previous 24 months' average monthly pricing for Customer's rate class and Utility service territory by visiting GAGE at www.ga-ge.com or contacting us at the contact information contained in Section 16 below. Past prices are not indicative of present or future **There is no limit on how much the price may change from one billing cycle to the next. The price of energy and/or natural gas supply service can change each billing period. Customer will be notified of your next month's variable price upon receipt of your monthly bill.** Customer can contact GAGE each month at 1-866-269-9393 to obtain pricing.

- For Fixed Rate and other non-Variable Rate services – Customer will pay a fixed price of _____ per kWh or therms.

5. Renewal Provision/Agreement **Expiration/Change in Terms**

- *For Electricity Contracts:* If Customer has a fixed duration contract that will be ending, or whenever GAGE wants to change the contract, Customer will receive two separate notices before the contract ends, or the changes happen. Customer will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain Customer's options. Customer will not be subject to a penalty or fee if Customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract. If Customer has a contract that is not a fixed duration contract, Customer will receive

two separate notices before the changes happen. Customer will receive the first notice 45-60 days before the change, and the second notice 30 days before the change. These notices will explain Customer's options. Customer will not be subject to a penalty or fee if Customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract.

- *For Natural Gas Contracts:* If Customer has a fixed duration contract approaching the expiration date, or whenever GAGE proposes to change the terms of service, Customer will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain Customer's options going forward. If Customer has a contract that is not a fixed duration contract, If GAGE wants to change the terms of service, Customer will receive two separate notices before the contract ends, or the change happen. Customer will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain Customer's options going forward

6. Penalties, Fees, Exceptions

Termination of Fixed Agreements prior to their Term, shall result in an Early Termination Fee ("ETF") applicable as follows:

- *For Residential Customers* - \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.

- *For Small Commercial Customers* - \$50 for each remaining month in the Agreement

Variable Rate Agreements: There is no Early Termination Fee ("ETF") for Variable Rate Agreements.

7. Key Pricing Definitions

- Commodity Charges – The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms)
- Distribution Charges – Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
- Burner Tip – The point at which natural gas is used, such as a furnace, water heater or range.
- Centum Cubic Feet (Ccf)- A standard measure of gas usage, equaling 100 cubic feet of gas.
- Kilowatt-hour (kWh) – The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour. A kilowatt-hour is the equivalent of using ten 100-watt light bulbs for one hour.
- City Gate – The point where interstate pipelines deliver gas into NGDC facilities.
- Customer Charge – Electric: The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. Gas: A monthly charge to cover NGDC costs such as maintaining the gas lines, meter reading and billing.
- Dekatherm (Dth) – A measure of the heat content value of gas, equal to 10 terms or one million BTUs. Gas usage is determined by multiplying the Mcf used by the heat content value of the gas.
- Gas Cost Adjustment – The amount billed or credited each month to account for differences between projected and actual gas supply costs of the natural gas distribution company
- Mcf – An abbreviation denoting 1,000 cubic feet of gas. This is a measure of gas usage.
- Natural Gas Distribution Company (NGDC) – A state regulated natural gas utility which owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company).
- Electric Distribution Company (EDC) – The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the PUC. Exceptions include building or facility owners or operators that manage their internal distribution system and supply electric power and electric services to occupants of the building or facility.
- Natural Gas Supplier NGS – An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC.
- Electric Generation Supplier (EGS) – A person or corporation, generator, broker, marketer, aggregator or any other entity licensed by the PUC that sells electricity to customers, using the transmission or distribution facilities of an electric distribution company (EDC) or natural distribution company (NGDC).
- Public Utility Commission (PUC): The Pennsylvania Public Utility Commission (PUC) is the state regulatory agency that provides oversight, policy guidance and direction to public utilities. The PUC licenses electric suppliers but does not otherwise oversee or regulate suppliers
- Price to Compare: Price per kilowatt-hour a consumer uses to compare prices and potential savings among generation suppliers.
- Storage – Placing natural gas into an underground facility for removal and use at a later date.
- Electric Transmission – The movement of electricity from where it is produced to a local distribution system.

- Gas Transmission: The moving of natural gas through the interstate pipeline system for delivery to the NGDC.
- Small Business Customer - The term refers to a person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.
- Customer - A natural person at least 18 years of age in whose name a residential service account is listed and who is primarily responsible for payment of bills rendered for the service or an adult occupant whose name appears on the mortgage, deed or lease of the property for which the residential public utility service is requested. This includes service provided to a home attached to a commercial establishment but does not include service to hotels or motels.

8. Net Metering and Renewable Energy

- *For New Metering Customers:* If Customer has a net meter, Customer will no longer receive energy credits from the utility. GAGE is not responsible for paying any net metering credits.

- *For Off-Set Renewable Percentage Customers:* If Customer elects to purchase an off-setting percentage of annual usage for the Renewable Energy Product included in the purchase of Customer's electricity product, GAGE ensures that electricity equal to the percentage of the Customer's electricity usage shown in the Customer Specific Terms is produced by power generation facilities located in the United States that use renewable resources (such as wind, solar, geothermal, water and biomass), and that have been added to the national power grid since 1997. GAGE does so by purchasing and retiring renewable energy certificates or credits representing the environmental attributes associated with the applicable amount of renewable energy generation from specific renewable generation facilities in the United States. Customer will not have electricity from a specific generation facility delivered directly to their service address, but this purchase ensures that the applicable percentage of Customer's electricity usage is offset

by the generation of energy from renewable sources in the United States on an annual basis. This purchase helps support the development of renewable energy in America and creates important environmental benefits in the areas where the renewable energy is generated. These benefits also apply to all of us in the form of reduced levels of CO2 and other greenhouse gas emissions that can be expected as more energy is generated from renewable resources and less is required from polluting fossil-fuel sources. GAGE may take up to 12 months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. For additional information on green energy, you can visit the US Department of Energy's website at <http://apps3.eere.energy.gov/greenpower/buying>.

9. Assignment

Neither party may assign this Agreement without the prior written consent of the other party, except that GAGE may assign this Agreement to an affiliate or successor entity without Customer's consent. If the contract is assigned, GAGE shall inform Customer of this and explain that prior to any contract assignment, GAGE will provide notice to Customer with the name of the new electric generation or natural gas supplier ("EGS" and "NGS", respectively), the contact information for the new EGS and/or NGS, the estimated month and year that the assignment is expected to occur, and language informing the customer that contract terms and conditions will remain unchanged.

10. Information Release Authorization

Customer authorizes GAGE to obtain and review the following information from the NGDC and/or EDC: consumption history, billing determinants, utility account number, public assistance status, existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled, data applicable to cold weather periods, and information pertaining to tax status and eligibility for economic development or other incentives. This information may be used by GAGE 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 GAGE. 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 GAGE or by calling GAGE at 866-269-9393. GAGE reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

11. Consumer Protections

GAGE will comply with all applicable consumer protection laws and regulations. Customer has the right to cancel this Agreement within 3 business days of receipt of the Disclosure

12. Cancellation

- For Customer initiated cancellations: Customer may cancel this Agreement at any time by providing written notice to GAGE at 550 Mamaroneck Avenue, suite 305A, Harrison NY 10528, electronically at support@ga-ge.com or by calling GAGE at 866-269-9393. Cancellation is effective on a date set by Customer's utility company and Customer will be responsible for all amounts incurred for service up to the date the utility deems the cancellation effective. If Customer has a fixed rate contract, and Customer cancels the contract before the end of the initial term, Customer may be subject to an ETF as specified in Section 5 herein.

- For GAGE or Utility initiated cancellations: If Customer's electric service and/or gas service is terminated by Customer's utility company, due to non payment or customer moving from the address (s) served under this contract, then this agreement is cancelled on the date that Customer's electric and/or gas service is terminated. Customer will owe us for amounts unpaid for charges incurred for electric generation service and/or natural gas supply service up to the date of termination. If GAGE cancels this agreement for any reason other than for Customer's non-payment, GAGE will follow applicable rules in providing notice to Customer.

13. Agency

- For Natural Gas - Customer hereby designates GAGE as Customer's agent to: (a) arrange and administer contracts and service arrangements between Customer and the NGDC and between Customer and the interstate pipeline transporters of

Customer's natural gas; (b) nominate and schedule with the interstate pipelines the transportation of Customer's natural gas from the Sales Points to the Delivery Points, and with the utility for the transportation of the Customer's natural gas from the Delivery Points to the Customer's premises; and (c) aggregate Customer's natural gas with the natural gas supplies of GAGE's other customers in order for Customer to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As agent for Customer, GAGE will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet Customer's City Gate requirements based on the consumption and other information that GAGE receives from the NGDC. The Sales Points for the natural gas will be a point or points located outside of the State of Pennsylvania selected from time to time by GAGE to assure service reliability. The Delivery Points for natural gas transported by interstate pipelines will be the City Gate stations of the NGDC.

-For Electricity - Customer hereby designates GAGE as agent to: (a) arrange and administer contracts and service agreements between Customer and GAGE and those entities including the PJM Interconnection ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. GAGE as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

14. Title, Risk of Loss, etc.

Title to and risk of loss of the natural gas and/or electricity shall pass from GAGE to Customer at the Delivery Points. GAGE shall not be liable for any loss or damage to the natural gas after delivery to Customer.

15. Warranty

GAGE warrants that it has the legal authority to enter into this Agreement and to supply energy to

Customer. GAGE does not guarantee the uninterrupted or error-free operation of the energy supply.

16. Force Majeure

GAGE will make commercially reasonable efforts to provide natural gas and/or electricity hereunder. However, GAGE does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of GAGE (“Force Majeure Events”) may result in interruptions in service. GAGE will not be liable for any such interruptions caused by a Force Majeure Event, and GAGE 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, pandemic, epidemic, plague, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGDC/EDC (including, but not limited to, a facility outage on its natural gas and/or electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond GAGE’s control.

17. Liability

Each party’s liability to the other for any claim arising under this Agreement shall be limited to direct damages and shall not exceed the total amount paid by Customer to GAGE under this Agreement during the 12-month period preceding the event giving rise to the claim.

18. Contact Information

Customer agrees to provide accurate contact information to GAGE and to promptly update such information as necessary. GAGE will use this information to communicate with Customer regarding this Agreement. Customer may contact GAGE’s Customer Support Center via phone at 1-866-269-9393, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change), in-person at 550 Mamaroneck Avenue, suite 305A, Harrison NY 10528 or visit our website at www.ga-ge.com. For all communication regarding this Agreement, if Customer provides an email address at the time of enrollment, or at Customer’s request thereafter, Customer authorizes

electronic delivery of correspondence related to the Agreement. While electronic authorization is in effect, GAGE will use electronic notifications as a primary method of communication regarding account matters, and the United States Postal Service, as a secondary method, if electronic delivery fails. GAGE’s license number with the Pennsylvania Public Utility Commission is xxxxxxx.

19. Dispute Resolution

In the event of a billing dispute or a disagreement involving GAGE’s service or terms of service hereunder, the parties will use their best efforts to resolve the dispute. Customer must contact GAGE in writing at the above address, electronically or via phone, within 60 days of the invoice date. The dispute or complaint relating to a residential or small commercial customer may be submitted by either party at any time to the PA PUC. Information about shopping for an electric supplier is available at www.papowerswitch.com or by calling the Pennsylvania Public Utility Commission at (800) 692-7380 or in writing at :400 North Street, Harrisburg, PA 17120. Information is available from the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or (800) 684-6560.

20. 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, county of Westchester. 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.

21. Taxes and Laws

Except as otherwise provided in the Agreement or provided by law, all taxes and assessments of any kind, nature, and description due and payable with respect to service provided under this Agreement, other than taxes based on GAGE’s net income, shall be paid by Customer, and Customer agrees to indemnify GAGE and hold GAGE harmless from and against any and all such taxes and assessments.

22. Regulatory Changes

This Agreement is subject to present and future

legislation, orders, rules, regulations, forecasts, market designs, or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, forecast, generation capacity or transmission allotment, pipeline capacity or storage allotment, tariff or regulatory structure, including changes in reliability and environmental requirements (a "Regulatory Change"), which impacts any term, formula, formula input, condition or provision of this Agreement including, but not limited to price, GAGE shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days written notice of such modification to the Customer.

23. Emergency Service

The NGDC/EDC will continue to respond to leaks and emergencies. In the event of a natural gas leak, service interruption or other emergency, Customer should immediately call the NGDC/EDC.

24. Parties Bound

This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

25. Confidentiality

Customer agrees that for so long as this Agreement remains in effect and for a period of (2) years following termination of this Agreement, this Agreement and all pricing provided thereunder is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any unauthorized Customer employee, without the prior written consent of GAGE.