



Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business  
One Hess Plaza, Woodbridge, NJ 07095  
Phone: 1-800-437-7872  
[business.directenergy.com](http://business.directenergy.com)

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B-45

Marketer Name Ryan Campbell Date 10/17/2014 Time 9:19:52 AM

#### CUSTOMER INFORMATION

Customer Name Lindy Property Management Co A/F Bromley House Billing Contact  
Contact Name Billing Address  
Address 207 Leedom Street Jenkintown, PA 19046  
Telephone Fax Telephone Fax

#### NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Direct Energy Business Marketing, LLC d/b/a Direct Energy Business ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Multiple Commodity Master Agreement between Buyer and Seller dated September 24, 2009 as may be amended. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date it is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address	Utility Acct Number	Rate
	6901 Old York Road Bldg A	539337564	Unknown
	6901 Old York Road Bldg B	374294282	Unknown
	6901 Old York Road Bldg C	774989915	Unknown
	6901 Old York Road Bldg D	303175276	Unknown

**Delivery Period** Begin: Saturday, November 01, 2014 End: Saturday, October 31, 2015  
The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.  
Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

**Delivery Point** Philadelphia Gas Works/PGW Pool

**Contract Quantity (Dth)** Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below, provided that for purposes of determining whether a Material Usage Deviation has occurred and for purposes of calculating Liquidation Value, Contract Quantity shall be determined by reference to the applicable estimated quantity(ies) listed below.  
\_\_\_\_ Daily \_\_\_\_X\_\_\_\_ Monthly  
Novem 999 March 1240 July 13  
Decem 1329 April 685 August 0  
January 1701 May 83 September 0  
Februar 1440 June 1 October 298

**Tax Exemption Status** [ ] Non-Exempt [ ] Exempt If exempt, must attach certificate.

**Purchase Price** Fixed Price: \$5.817/Dth

**Special Provisions** Delivery Point:  
Consistent with FERC requirements, Seller shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Agreement.

PENNSYLVANIA: In case of emergencies or leaks please contact your local Utility directly. For inquiries related to your purchase, please contact Seller at the address above. For general inquiries related to the sale and delivery of gas, you may call the Pennsylvania Public Utility Commission ("PAPUC") at 1-800-782-1110, write to the PAPUC, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, Pa. 17105-3265 or visit the PAPUC web site at <http://www.puc.state.pa.us>.

Buyer affirmatively represents and acknowledges that: (a) it is not considered a "small business" Buyer as defined by the PAPUC; (b) it is not served under a residential, small business, small commercial or small industrial rate classification; (c) any rights to a rescission period, longer grace periods or notice periods afforded to such Buyers do not apply; and (d) it had a maximum registered consumption more than 300 Mcf (or equivalent) of Gas during the previous twelve month period.

GSA and No Swing Rights: Buyer will pay the Purchase Price for all Gas delivered to Buyer's account at the Delivery Point up to the Contract Quantities set forth in the "Contract Quantity" section herein. If Buyer uses more than the Contract Quantity in any month, Buyer will pay the Gas Daily Index plus \$0.400/Dth for all Gas delivered to Buyer's account in excess of the Contract Quantity. If Buyer uses less than the Contract Quantity in any month, then (i) if the Gas Daily Index is greater than the Purchase Price, Seller will credit Buyer's account an amount obtained by subtracting the Purchase Price from the Gas Daily Index minus \$0.200/Dth of the deficient quantity; and (ii) if the Gas Daily Index is less than the Purchase Price, Seller will debit Buyer's account an amount obtained by subtracting the Gas Daily Index minus \$0.200/Dth from the Purchase Price of the deficient quantity.

The Gas Daily Index will equal the average of the midpoint prices for the GDM-Transco Zone 6-(non-New York) index published for deliveries on each day of the month under the heading "Daily Price Survey" in Gas Daily. If a day does not fall on a Business Day, the Index charge will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Index charge will be the price published on the preceding Business Day.

**Change in Utility Account Numbers:**

The account number for a Service Location shall be the Utility Account Number set forth in the Service Locations section above or as attached, as applicable, or any replacement account number issued by the Utility from time to time.

**Fixed Price:** The Purchase Price for the Contract Quantity, unless otherwise specified in this Transaction Confirmation is \$5.817 /Dth.

**Transition of Energy Marketing Business.** Hess Corporation has completed the sale of its Energy Marketing business to Direct Energy Business, LLC ("Direct Energy"). As a result of such sale, the business, which has been re-named Direct Energy Business Marketing, LLC dba Direct Energy Business, has become a wholly-owned subsidiary of Direct Energy. If the underlying commodity purchase and sale agreement for this transaction (such agreement, the "Existing Base Agreement") is with Hess Corporation (despite any reference to the contrary herein), then by executing this transaction confirmation, Buyer consents (to the extent such consent is required under the Existing Base Agreement) to the assignment from Hess Corporation to Direct Energy Business Marketing, LLC dba Direct Energy Business of the Existing Base Agreement together with all transactions thereunder (including the transaction evidenced by this transaction confirmation). Furthermore, Buyer releases Hess Corporation from all claims, obligations and liabilities under the Existing Base Agreement and all transactions thereunder upon such assignment.

Buyer acknowledges that it is acting for its own account, and that it has made its own independent decisions with respect to this Transaction Confirmation and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction.

**PLEASE SIGN AND RETURN THIS CONFIRMATION LETTER BY FACSIMILE TO**

BUYER: Lindy Property Management Co A/F Bromley House

SELLER: Direct Energy Business Marketing, LLC  
d/b/a Direct Energy Business

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

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

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

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

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

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

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

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