

**Gas South, LLC  
REO Program**

**Natural Gas Supply Agreement**

This Natural Gas Supply Agreement (hereinafter referred to as “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (hereinafter referred to as “Effective Date”) between Gas South, LLC, together with any permitted successor or assign (hereinafter referred to as “Gas South” or “We”) and \_\_\_\_\_, together with any permitted successor or assign (hereinafter referred to as “Customer”, “You” or “Your” depending on the context of the reference) (Gas South and Customer hereinafter referred to individually as “Party” and collectively as “Parties”). For and in consideration of the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, it is hereby agreed as follows:

- 1. Representations and Warranties.** Gas South and Customer each represent and warrant that (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms; (b) the execution, delivery and performance of this Agreement are within its powers and has been duly authorized by all necessary action; (c) it is duly organized, validly existing and in good standing under the laws of the state of its formation and is duly qualified to do business in the State of Georgia; (d) the individual executing and delivering this Agreement is duly empowered and authorized to do so; (e) there are no bankruptcy, insolvency, receivership or reorganization proceedings pending or being contemplated by it or, to its knowledge being threatened against it; (f) there is not pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement; and (g) Gas South is not acting as a fiduciary or advisor in respect of this Agreement.

Customer warrants it is the manager, marketer and/or listing agent for certain properties identified in Appendix A, as may hereinafter be amended, (each listing is hereinafter referred to as a “Location”), attached hereto and made a part hereof, which have been foreclosed and are now being managed by Customer and has the authority to enter into a relationship with Gas South for the supply of natural gas for Locations that are available for sale.

Gas South represents and warrants that it is a certificated natural gas marketer and will provide natural gas to each Location pursuant to the Residential Terms and Conditions of Service, attached (hereinafter referred to as “Terms and Conditions”).

- 2. Term.** This Agreement is effective on the “Effective Date” and shall continue month to month until and unless terminated upon convenience by giving the other Party thirty (30) calendar days’ prior written notice. The period from the Effective Date through the effective date of termination is referred to as the “Term”. Termination of this Agreement will not affect Your obligation to pay Your natural gas bill in accordance with the Terms and Conditions.

- 3. Preferred Provider.** You shall select Gas South as the sole natural gas provider for all Locations under the management of Customer. Gas South will pay You a one-time \$25.00 sign-up fee for each Location listed in Appendix A, as well as those added through written consent of both Parties, for which You select Gas South as the natural gas provider. Gas South will pay You a one-time \$50.00 referral fee for each Location whose initial purchaser selects Gas South as its natural gas provider during the Term. Gas South will not pay the sign-up fee or referral fee for any Locations for which the Customer is delinquent on payment of a billing statement.
- 4. Sale and Purchase of Natural Gas.** Gas South will provide natural gas service to Locations on a monthly variable rate at Gas South's then-current Residential published Variable Price Option. You agree to purchase and pay for all of Your natural gas requirements for all Location(s) in accordance with the Terms and Conditions.

Gas South offers the option to receive a summary billing statement, by which all charges for Locations are included on one statement. Customer agrees to return the remittance portion of the statement with the payment amount equaling the full amount billed by the due date. Any partial amount remitted may result in the payment being automatically allocated pro rata to individual Locations by the accounting system, summary billing terminated at the discretion of Gas South, and all of Your Locations being past due.

**Please check your preferred billing method below:**

- I would like to receive a summary account bill that includes all of my Locations. (Gas South will provide you Location specific billing details.)
- I would not like to receive a summary account bill; I prefer instead to receive an individual bill for each Location .

- 5. Termination of Service:** Without terminating this Agreement, You may terminate natural gas service to any Location upon the Location's sale or upon loss of authority to procure natural gas service to the Location. You are responsible for promptly notifying Gas South via a phone call, e-mail or in writing when a Location is being sold and natural gas service is ready to be terminated or transferred. In the event of termination or transfer of natural gas service, You will be responsible for all customary supply, service, and regulated charges up until the date that Your natural gas service is turned off, transferred to another responsible party accepted by Gas South, or switched from Gas South to another natural gas Marketer by AGL.

**In witness hereof, the Parties have read and consented to the terms of this Agreement and affixed their signatures hereto:**

Customer Name \_\_\_\_\_

Customer Billing & Notice

Address \_\_\_\_\_

City & State \_\_\_\_\_

Zip Code \_\_\_\_\_

Tax ID \_\_\_\_\_

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

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

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

Real Estate Firm: \_\_\_\_\_

**GAS SOUTH, LLC**  
**3625 Cumberland Blvd, Suite 1500**  
**Atlanta, Georgia 30339**

By: Kevin Greiner \_\_\_\_\_ Date: \_\_\_\_\_

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

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**Appendix A  
To  
Gas South, LLC  
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Listing of Customer Account Locations Covered under the Natural Gas Supply Agreement of  
[CUSTOMER NAME HERE], dated [CONTRACT DATE HERE]:

Location Street Address

City, State, Zip Code

AGL Account Number