

## ***NATURAL GAS SALES AGREEMENT***

This Natural Gas Sales Agreement ("AGREEMENT") effective: AUGUST 2, 2018 by and between, WOODRUFF ENERGY US LLC (the "Seller") and EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (the "Buyer") sets forth the general terms and conditions that will be applicable to the purchase and sale of natural gas.

1. **TERM:** The term of this Agreement shall be from the meter reading in DECEMBER 2018 through the meter reading date NOVEMBER 2020
2. **PRICE:** The price for the agreement shall be as follows: For all Elizabethtown Gas Participants A Fixed Price of \$4.17/Dth (.417/therm) exclusive of NJ Sales & Energy Reform Tax for all gas delivered to the "City Gate", also excluded are all charges of the LDC (utility), including line loss. Upon agreement expiration and in the event a new agreement has not yet been signed, pricing shall be on a month to month basis priced at the Monthly Index Settle + \$.60/Dth. The Monthly Nymex & Index Settle is as published in "Gas Daily" for the Buyer's respective utility
3. **DELIVERY:** Seller provides delivery of natural gas to the LDC, (Local Distribution Company) where the LDC receives gas from the delivering interstate natural gas pipeline(s), commonly referred to as the "City Gate".
4. **NOTICES:** Except as otherwise expressly provided in this Agreement, every notice, statement or Confirmation Letter provide for in this Agreement shall be in writing, directed to the party to whom given and mailed, (physically or electronically), or by other electronic means at such party's address as specified on page two (2) of this agreement.
5. **QUALITY:** All natural gas sold hereunder shall be of a quality meeting LDC specifications.
6. **QUANTITY:** Seller agrees to sell and Buyer agrees to buy the full requirements of natural gas at the rates referenced in Section 2. **PRICE.**
7. **TRANSPORTATION:** This Agreement is contingent on execution of all Intrastate and Interstate transportation agreements required for this transaction. Seller shall arrange and be responsible for the shipment of natural gas to the Delivery Point(s) and Buyer will be required to sign the necessary service agreement with each LDC should there be any such requirement. Seller shall be responsible to furnish Buyer with any such paperwork. Buyer authorizes Seller to act as agent solely for the purpose of providing nominations, balancing and other services required by The LDC. All natural gas sold and delivered hereunder shall be measured at the Delivery Point in accordance with the procedures established by the Pipeline Company(s).
8. **BILLING AND PAYMENT:** Seller shall render an invoice to the Buyer, which shall include quantities of gas purchased on a monthly basis, for gas purchased and received by the Buyer during the preceding month. The Buyer shall pay all amounts by the tenth (10) day. If any invoice is not paid when due, and Buyer fails to cure any nonpayment within fifteen (15) days, then Seller may cease deliveries. Interest on any unpaid amount will accrue at 1.5 %,(one and a half percent), per month and shall be payable by the buyer to the seller. All notices will be sent to Seller and Buyer to the respective addresses, unless either party notifies the other in writing.
9. **TITLE:** Seller hereby warrants good title to the gas sold and delivered to the delivery point(s) hereunder the title to such gas shall pass to Buyer at the "City Gate". Seller shall pay or cause to be paid all royalties and other sums relating to the production and transportation of natural gas to the Delivery Point(s). Buyer shall be responsible for sales, usage and any other related taxes.
10. **FORCE MAJEURE:** Neither party shall be in anyway liable to the other for any inability to fully or partially perform any term of this agreement (other than Buyers obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, from any act of God: Federal, state, municipal, legislation, or regulation; fires, floods, storms, earthquakes, or other natural occurrences, war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party so claiming such inability.

11. **ASSIGNMENT:** By execution hereof, Buyer acknowledges that this Agreement may be assigned by Seller, without the Buyer's consent. Buyer consents to such assignment and agrees that if so directed by the assignee, Buyer shall make all outstanding and future payments with respect to the agreement to such party, and accept natural gas supply from such party in lieu of Seller under the same terms as set forth in this Agreement.
12. **GOVERNING LAW:** The interpretation and performance of this agreement shall be in accordance with the law of the State of New Jersey.
13. **CONFIDENTIALITY:** Each party shall keep the terms and conditions of this agreement confidential except as may be required in order to effectuate the transportation and delivery of gas to be sold hereunder or to meet the lawful requests or requirement of any regulatory body having jurisdiction. Notwithstanding, Buyer may provide a copy of this agreement to its auditors in the course of Buyer's normal business activities and reporting requirements applicable to public companies.
14. **ENTIRE AGREEMENT:** If any part of this agreement is deemed unlawful in the state of New Jersey, all other parts will continue in full force and effect for the duration of the agreement period.
15. **CREDITWORTHINESS:** Buyer must be deemed creditworthy by Seller at all times during this agreement. Should the credit status of the Buyer decrease to "CCC" or below during the course of this agreement as evaluated by the Receivables Insurance Underwriter, additional coverage may be required. Any additional coverage for the purpose of insuring the receivables of the Buyer shall be at the expense of the Buyer.
16. **EARLY TERMINATION OF AGREEMENT ON THE PART OF THE BUYER:** Should the Buyer default on this agreement and fail to cure same within fifteen (15) days of the date of default, then Seller shall liquidate all natural gas purchases, (both Basis and Nymex) taken by Seller at the direction of and on behalf of the Buyer. Should the liquidation sell price be less than the agreed price, the Buyer shall pay directly to the Seller the difference between the two amounts. Should the liquidation sell price be more than the agreed price, the Seller shall pay directly to the Buyer the difference between the two amounts.

This agreement is valid for all the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY ESCNJ accounts as listed in the Bid Specifications with the bid opening date of September 27, 2016 and in Attachment A:


**SELLER: For Notices and Correspondence**  
**Woodruff Energy US LLC**

73 Water Street, PO Box 777  
Bridgeton, NJ 08302  
Robert M. Petracci  
Phone: 856-455-1111  
Fax: 856-455-4085  
www.woodruffenergy.com

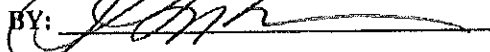
**BUYER: For Notices and Correspondence**  
**Buyer Name: Educational Services Commission of New Jersey (ESCNJ)**

Address: 1660 Stelton Road  
City State: Piscataway, NJ 08856  
Atten: Patrick Moran - School Business Administrator  
Phone: 732-777-9848 x 312  
Fax: 732-777-9855  
Billing #: \_\_\_\_\_

**SELLER; AGREED TO AND ACCEPTED**  
**THIS 7 DAY OF August 2018.**

**BY:**   
**PRINT NAME:** Robert M. Petracci  
**TITLE:** Vice President

**BUYER; AGREED TO AND ACCEPTED**  
**THIS 3-DAY OF August 2018.**

**BY:**   
**PRINT NAME:** PATRICK M. MORAN  
**TITLE:** BUSINESS ADMINISTRATOR / RD. SECTY.

# NATURAL GAS SALES AGREEMENT

## ATTACHMENT A

This Attachment A is part of the Natural Gas Sales Agreement effective: AUGUST 2, 2018 by and between, WOODRUFF ENERGY US LLC (the "Seller") and EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (the "Buyer").

This Attachment A lists all Natural Gas Accounts to be served by Woodruff Energy US LLC.

### ELIZABETHTOWN GAS

Woodruff #	Customer Name	Elizabethtown Gas #
510-181	Westfield Board of Ed	6459363810
510-182	Westfield Board of Ed	2334317870
510-183	Westfield Board of Ed	8202850000
510-184	Westfield Board of Ed	8309953551
510-185	Westfield Board of Ed	8222137820
510-186	Westfield Board of Ed	2791855511
510-187	Westfield Board of Ed	9402394940
510-188	Westfield Board of Ed	0455025591
510-189	Westfield Board of Ed	6293727541
510-190	Westfield Board of Ed	8238275591
510-191	Westfield Board of Ed	1177565571
510-192	Westfield Board of Ed	0469303820
510-193	Westfield Board of Ed	8917087531
510-198	Edison Twp Board of Ed	5507086521
510-199	Edison Twp Board of Ed	2650865751
510-200	Edison Twp Board of Ed	6379478221
510-201	Edison Twp Board of Ed	8212285980
510-202	Edison Twp Board of Ed	9051585980
510-203	Edison Twp Board of Ed	8406450000
510-204	Edison Twp Board of Ed	2639881031
510-205	Edison Twp Board of Ed	5484051091
510-206	Edison Twp Board of Ed	0758783541
510-207	Edison Twp Board of Ed	7005665571
510-209	Edison Twp Board of Ed	0189083001
510-210	Perth Amboy Board of Ed	8322965111
510-211	Perth Amboy Board of Ed	9270525551
510-212	Perth Amboy Board of Ed	6723838511
510-213	Perth Amboy Board of Ed	8518835551
510-214	Perth Amboy Board of Ed	3954226551
510-215	Perth Amboy Board of Ed	4637915161
510-216	Perth Amboy Board of Ed	0192481691
510-217	Perth Amboy Board of Ed	0687325551
510-218	Perth Amboy Board of Ed	9677462591

510-219	Perth Amboy Board of Ed	2210025551
510-221	Carteret Board of Ed	7656265581
510-222	Carteret Board of Ed	8312845531
510-223	Carteret Board of Ed	7462388000
510-224	Carteret Board of Ed	8251937110
510-225	Carteret Board of Ed	4113137110
510-226	Carteret Board of Ed	8361837110
510-227	Carteret Board of Ed	4607346130
510-228	Carteret Board of Ed	5439331320
510-229	Carteret Board of Ed	1262886190
510-231	Woodbridge Board of Ed	9233804600
510-232	Woodbridge Board of Ed	8581794610
510-233	Woodbridge Board of Ed	1851429850
510-234	Woodbridge Board of Ed	8498290590
510-235	Woodbridge Board of Ed	4829770590
510-236	Woodbridge Board of Ed	1924355430
510-237	Woodbridge Board of Ed	7150842780
510-238	Woodbridge Board of Ed	2826291661
510-239	Woodbridge Board of Ed	0700896260
510-240	Woodbridge Board of Ed	4446465581
510-242	Woodbridge Board of Ed	7821749050
510-243	Woodbridge Board of Ed	1621749050
510-244	Woodbridge Board of Ed	8435828530
510-245	Woodbridge Board of Ed	7049494561
510-246	Woodbridge Board of Ed	8190598520
510-247	Woodbridge Board of Ed	1621170671
510-248	Woodbridge Board of Ed	7681499880
510-251	Woodbridge Board of Ed	2218983541
510-252	Woodbridge Board of Ed	8271822521
510-253	Woodbridge Board of Ed	3971707420
510-254	Woodbridge Board of Ed	5577865541
510-255	Woodbridge Board of Ed	5917894551
510-256	Woodbridge Board of Ed	5958855541
510-257	Woodbridge Board of Ed	3130265541
510-259	Woodbridge Board of Ed	1201542780
510-260	Edison Twp Board of Ed	9235754881
510-262	Township of Woodbridge	4633641731
510-264	Township of Woodbridge	7251373740
510-265	Township of Woodbridge	7843890681
510-267	Township of Woodbridge	7660567641
510-270	Metuchen Board of Ed	5488472701
510-271	Metuchen Board of Ed	9455525880
510-272	Metuchen Board of Ed	6363115820
510-597	Township of Clark BOE	9318890951
510-726	Township of Clark BOE	8804118650
510-727	Township of Clark BOE	5358548610

510-728	Township of Clark BOE	3892022680
511-249	Metuchen YMCA	7435088740
511-250	Metuchen YMCA	8245488740
511-361	Woodbridge Board of Ed	8337195541
511-362	Woodbridge Board of Ed	3688986711
511-363	Woodbridge Board of Ed	4067921871
511-364	Woodbridge Board of Ed	8114742520
511-365	Woodbridge Board of Ed	7954340532
511-366	Perth Amboy Board of Ed	1927041871
511-369	Perth Amboy Board of Ed	5057141871
511-370	Perth Amboy Board of Ed	5406837611
511-412	Middlesex Co Voc School	3500663751
511-413	Middlesex Co Voc School	7276569751
511-414	Middlesex Co Voc School	2490980000
511-415	Middlesex Co Voc School	7159619081
511-416	Metuchen Board of Ed	1198349700
511-583	Woodbridge Township YMCA	6074496410
511-674	Metuchen-Edison YMCA Cor	7159763208
511-675	Hopewell Valley Regional	1553914641
511-676	Hopewell Valley Regional	7340384631
511-677	Hopewell Valley Regional	5235044331
511-678	Hopewell Valley Regional	8977583563
511-679	Hopewell Valley Regional	3977835601
511-681	Hopewell Valley Regional	2687433701
511-682	Hopewell Valley Regional	1485367781
511-683	Hopewell Valley Regional	5610045321
511-684	Hopewell Valley Regional	8381244371
511-695	Metuchen Boro	1068774551
511-696	Metuchen Boro	0193805800
511-697	Metuchen Boro	7051554830
511-698	Metuchen Boro	7873173791
511-699	Metuchen Boro	1178124850
511-700	Metuchen Boro	5696632591
511-701	Metuchen Boro	3867233031
511-702	Metuchen Boro	7434615501
511-719	Hampton Township BOE	0295990671
511-720	Hampton Township BOE	1784944575
739-867	Hopewell Valley Regional	0296535601
770-412	Raritan Township	5480384731
770-430	Washington Township BOE	8466631601
770-435	Garwood BOE	0452171881
770-436	Hopewell Township	5201884321
770-454	Franklin Board of Education	3450921591
771-057	Holland Township	9304665351
771-058	Ogdensburg School	0904893161
771-059	Woodbridge Township	8336727101

771-930	Perth Amboy BOE	6015656412
772-014	Union Township	1479894580
772-015	Union Township	5083327490
772-016	Union Township	1512069421
772-017	Union Township	6065514521
772-018	Union Township	6374014521
772-019	Union Township	0804954881
772-020	Union Township	2462566821
772-021	Union Township	7419519811
772-022	Union Township	4746634500
772-023	Union Township	5347434500
772-024	Union Township	5876909871
772-025	Union Township	9330868533
772-026	Union Township	3013306514
772-027	Union Township	8778243751
772-028	Union Township	5775413570
772-029	Union Township	3383956771
772-030	Union Township	2179346771
772-213	Perth Amboy BOE	3409984295