



NJ Electric Transaction Confirmation

This offer expires at 5:00pm Eastern Prevailing time on
5/3/2023

5251 Westheimer Rd. Suite 1000

Houston, TX 77056

P: 877.483.7669

F: 877.832.4279

csnj@hudsonenergy.net

H23050345228611

NJ Third Party Supplier Summary

Customer Name	Friendwell Management			
Customer Address	101 New World Way South Plainfield, NJ, 07080-1197			
Local Distribution Company "LDC" Account numbers	PE000008090034342946; PE000009060717734284			
Third Party Supplier Information: By entering into this Agreement, Customer agrees to purchase your electric supply from HES	Hudson Energy Services, LLC www.hudsonenergyservices.net 19 Spear Road Suite 204 Suite B csnj@hudsonenergy.net Ramsey, NJ 07446 BPU License #: ESL-0083 Phone: 1.877.483.7669 HES is responsible for commodity supply. To obtain a copy of this Third Party Supplier Summary in Spanish, please call: (877) 483-7669.			
Price Structure	Fixed Price. The Energy price is fixed for the term of the Agreement.. Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/ .			
Generation/Supply Price (\$/kWh)	0.1189 (includes SUT)			
Statement Regarding Savings	This Agreement does not guarantee financial savings.			
Amount of time required to change from TPS back to default service or to another TPS	Requests to switch will take approximately 2 billing cycles.			
Incentives	None			
Right to cancel/rescind	Not Applicable			
Contract Start Date:	6/28/2023			
Contract Term/Length:	6/30/2025. 24 months			
Cancellation/Early Termination Fees	Yes. Exit Fee - Customer's Remaining Volume multiplied by the difference per kWh obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.			
Renewal Terms	HES will provide notice to Customer at least 60 days prior to the Location's Estimated End Date that the initial term is ending and Customer will be automatically renewed unless notice has been provided pursuant to this section. Unless either Party provides written notice at least sixty (60) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached. Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/ . Variable rate is based on forward market prices for the bill month.			
Distribution Company Information "LDC"	LDC Name	Web-site	Customer Service	Emergency
	Atlantic Electric	www.atlanticcityelectric.com	1-800-642-3780	1-800-833-7476
	Jersey Central P&L	www.firstenergycorp.com	1-800-662-3115	1-800-545-7738
	Public Service E&G	www.pseg.com	1-800-436-7734	1-800-880-7734
Customer should call the LDC for electrical emergencies and outages. Your LDC will continue to deliver the electricity provided by HES and you will continue to pay the LDC for delivery services.				



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Customer Information

Legal Name:	Friendwell Management	
	Business	Billing
Contact Person:	Jason Cheng	Jason Cheng
E-mail:	parth@friendwell.com	
Phone:	(732) 744-1455	
Legal Address:	101 New World Way South Plainfield, NJ, 07080-1197	101 New World Way South Plainfield, NJ, 07080-1197

Transaction Specifics

Energy product type:	Fixed Power
Estimated Term (months):	24
Annual Estimated Volume (kWh):	556,194
Greenpower (%):	0

Energy product cost component (Customer may also be responsible for other charges and fees, as applicable, see section 7 of the Commodity Master Agreement.)

Included in Fixed Price	Not Included in Fixed Price
wholesale energy (kWh), line losses to meter point, capacity, transmission, renewable portfolio standard, PJM charges and uplifts, ancillary services, HES's cost to serve Customer	Not Applicable

Billing fee (\$/mo):	0.00
Energy Price (\$/kWh):	0.1189
Greenpower Price (\$/kWh)	0.0000
Total Price (\$/kWh):	0.1189

Deposit amount:	0.00
Payment Term (days):	Per Utility Schedule
Billing Method:	Utility Bill Only



The Electricity Price and the Greenpower Price include 6.625% New Jersey Sales and Use Tax.

If applicable, Customer will be responsible for late payment fees at a rate of 1.50% per month, as may be amended, or the highest rate permitted by law, whichever is less, on the uncontested unpaid balance. A fee of \$30.00 will be assessed to Customer for each returned payment for insufficient funds.

Estimated Volume (kWh)

January	February	March	April	May	June
65,032	65,886	57,015	35,086	28,430	35,994
July	August	September	October	November	December
46,885	42,700	31,878	29,030	43,480	74,780

Quantity Variances

A variation of up to one hundred percent (100%) above or below the monthly Estimated Volume listed above or the Peak Load Contribution values for capacity and Network Integration Transmission Service "NITS" listed in the Location(s) section below will not be considered a material change. HES reserves the right to pass-through charges for any additional costs incurred by HES as a result of a material change. If HES determines a material change has occurred it reserves the right to pass-through charges for any additional costs incurred above or below the contracted values.

Location(s)

The Estimated Start and End Date is based on the Location's normally scheduled Utility meter read date which is expected to occur on or about the date listed below.

Utility	Utility Account Number	Service Address	Capacity Peak Load Contribution (kW)	NITS Peak Load Contribution (kW)	Estimated Start Date	Estimated End Date
Public Service Electric and Gas Company	PE000008090034 342946	101 NEW WORLD WAY, 2035 State Route 27 Ste 2, SOUTH PLAINFIELD BORO, NJ USA 07080-1104	85.12	83.88	6/2023	6/2025
Public Service Electric and Gas Company	PE000009060717 734284	101 NEW WORLD WAY, 2035 State Route 27 Ste 2, SOUTH PLAINFIELD BORO, NJ USA 07080-1104	0.39	0.38	6/2023	6/2025

Substitution of Location(s)

If a change requires you to sell or close one of the Location(s) under this Agreement, you can request that HES accept a different Location as a replacement. Please contact us for details on acceptable substitution criteria.

Blend and Extend

We're ready to change for you. If your product qualifies, at your request we will calculate an offer to change your Price based on a weighted average of the Price in this Transaction Confirmation and a mutually agreed extension to the Term.

Customer declines to receive communications about other products and services offers by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

Agreement

This Transaction Confirmation forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and Friendwell Management ("Customer"). Nothing herein shall be deemed to require HES to execute the Commodity Master Agreement. The date on which HES executes this Transaction Confirmation shall be deemed the "Effective Date" of the Transaction Confirmation pursuant to the Agreement.

Acknowledgment

By signing this Transaction Confirmation, each Party agrees to be bound by the terms of this Transaction Confirmation, the Rider and the Commodity Master Agreement (the "Agreement"), and acknowledges having full authority to sign this Transaction Confirmation and enter a binding contract for the Location(s) listed above. Accepted and agreed to:

Friendwell Management

Printed Name: Parth Pandya	Hudson Energy Services, LLC
Signature:	Printed Name:
Email: parth@friendwell.com	Signature:
Title: CIO	Email:
Date: 5/3/2023	Title:
	Date:

Signature:

 DocuSigned by:
 Parth Pandya
 C67DE130F14D4FB...

Hudson Energy Services, LLC

I have the authority to bind Customer

I have the authority to bind HES

**Please submit the executed Commodity Master Agreement, Transaction Confirmation and Rider
by fax to (800) 506-6009 or NortheastSales@hudsonenergy.net**



Commodity Master Agreement

This Commodity Master Agreement, including any separately executed Transaction Confirmation and Rider together form the ("Agreement") entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and Friendwell Management ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. Key Defined Terms. **Business Day:** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. **Energy:** the electricity and/or natural gas commodity, as identified on the Transaction Confirmation, that HES supplies to Customer's Locations. **Fixed Adder:** a per Unit amount to account for cost components that are not included in the Index Price. **Greengas:** Green energy product option for natural gas. **Greenpower:** Green energy product option for electricity. **HES:** Hudson Energy Services, LLC. **Index Price:** a per Unit amount defined on the Transaction Confirmation. **Intermediary Fee:** a fee to be remitted by HES to an independent broker or contractor that Customer has used to procure Energy from HES. **ISO:** either the Independent System Operator or regional transmission organization that administers and manages the bulk power system. **Location:** Each natural gas and/or electricity account or ESI ID, as applicable, listed on the Transaction Confirmation, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Price:** the per Unit amount for Energy, Greengas and Greenpower, as applicable, set out on the Transaction Confirmation which may include an Intermediary Fee. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, therm, MMbtu or ccf, as applicable) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Volume stated on the Transaction Confirmation. **Renewable Portfolio Standard "RPS":** a jurisdictional requirement to provide a percentage of the commodity sold to Customer from renewable resources that meet the defined standards. **Retail Energy Provider:** means the non-utility, retail, third party energy commodity supplier for a designated market. For illustrative purposes this entity is called the Retail Electric Provider in the Texas electric market, the Alternative Retail Electric Supplier (ARES) in the Illinois electric market, and the Energy Service Company (ESCO) in the New York electric market. **Third Party Charges:** any other costs or charges that may be assessed by third parties. **Total Price:** a per Unit amount listed on the Transaction Confirmation. **Unit:** the applicable billing measure (e.g. kWh, kW, therm, MMbtu or ccf) for the product purchased. **Utility:** Customer's local electricity and/or natural gas distribution utility (including any successor).

2. Authorizations and Appointment of Agent. Customer appoints HES as its Retail Energy Provider for the Energy service provided herein and gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements for the Term and any subsequent Automatic Renewal period to the Location(s) identified on the Transaction Confirmation. This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer authorizes HES for the duration of the Agreement, to obtain current and historical information, including credit information, facility descriptions, operating and usage information, meter identification numbers and other data as needed. Customer agrees that its acceptance of this Agreement is authorization for release of such information. Customer agrees to provide all necessary information, access and authorization for HES to enroll Customer with the utility and receive actual usage data and payment data from the applicable Utility or other third party provider. Incorrect Customer information may be rectified by HES. Customer authorizes HES to provide information about Customer, including contact information, to HES's creditors, suppliers, affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer, via mail or e-mail, about other products and services, unless Customer elects not to receive these communications by marking the appropriate section on the Transaction Confirmation or provides written notice to HES that it does not wish to receive these communications.

3. Acceptance, Verification. HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if any of conditions (a-d) are not met or (e) occurs: (a) Utility's acceptance and implementation of HES's request to serve a Location under a deregulated Energy service program; (b) HES's verification of the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's approval of Customer's creditworthiness as stated in Section 12; (d) If applicable, Customer is in good standing with HES; (e) supply of Energy has not commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES's control. If conditions (a-d) are satisfied, or otherwise waived by HES, HES will supply Energy to Customer's Location(s). If HES removes any Location, it may, in its sole discretion, terminate the Transaction Confirmation and upon request of Customer, re-price the remaining Location(s) pursuant to a new Transaction Confirmation.

4. Term. The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer's Location(s) under a Transaction Confirmation, and ends on the End Date. The Estimated Term, Estimated Start Date and Estimated End Date are referenced on the Transaction Confirmation. Should the Start Date be delayed from the Estimated Start Date, HES will use commercially reasonable efforts to resolve issues within its control. If the Start Date is not within 60 days from the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel the Transaction Confirmation without cost or penalty to either Party and propose a new Price to Customer. The End Date will be HES's last day of Energy supply, for the Location, under the Transaction Confirmation. For reasons other than ending early or Automatic Renewal, the End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other



supplier. Customer remains responsible for all HES charges through, to, and including the End Date.

5. Renewal. Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached ("Automatic Renewal"). Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/. If the Location resides in a market where a posted rate is not applicable the rate calculation will be identified in the Rider section of the Transaction Confirmation. Automatic Renewals will not include Greengas or Greenpower products and will not be subject to an Exit Fee.

6. Green Energy Option (Greengas and Greenpower). If Customer selects Greengas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset Customer's natural gas consumption multiplied by the Greengas percentage listed on the Transaction Confirmation. If Customer selects Greenpower, HES will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the Greenpower percentage listed on the Transaction Confirmation. Carbon credits and green energy purchased and retired on Customer's behalf will remain HES's legal property. Green-related charges will be included with the Energy charge on Customer's bill. Green energy product purchases are separate from any RPS requirement associated with Customer's underlying commodity purchase.

7. Charges (and Credits) under this Agreement. Prices upon which charges are determined are listed on the Transaction Confirmation. Energy charge is the product of Customer's Energy consumption and the Energy Price, plus pass-through charges (as applicable). Greenpower charge is the product of Customer's electricity consumption and the Greenpower Price. Greengas charge is the product of Customer's natural gas consumption and the Greengas Price. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility to enable HES's performance under this Agreement. Several types of charges may be passed-through to Customer, if applicable. These pass-through charges may include Third Party Charges, product component charges not included in the fixed portion of Price as indicated on the Transaction Confirmation, charges imposed from a Change in Law pursuant to Section 22 and charges that result from a material change pursuant to the Quantity Variances section in the Transaction Confirmation, if applicable. Customer may also incur pass-through charges associated with consumption outside of stated bandwidth parameters as applicable to HES products with defined bandwidths as defined on the Transaction Confirmation. Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to Customer. If Location(s) are exempt from state/local taxes, Customer shall provide HES with proof of such status at the time of its execution of the Transaction Confirmation. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.

8. Billing, Payment, Measurement. Customer will be billed in the manner indicated on the Transaction Confirmation. If Customer elects to be billed by the Utility, non-payment of Utility and HES charges may result in service being disconnected by the Utility and Customer will be billed in accordance with the Utility's usual requirements and schedules for billings, payments, late payments and other charges. HES reserves the right to bill Customer directly if the Utility can't bill HES charges. HES's payment terms are from date of invoice. HES's late payment fees and interest charges are stated on the Transaction Confirmation. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy and other cost components (e.g. capacity and transmission allocations) supplied to the Location. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, ISO or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or ISO, both Parties waive their right to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

9. Ending this Agreement Early, Default. If any Location(s) or Transaction Confirmation ends early, for any reason, Customer remains responsible for all HES charges through, to, and including the early End Date. HES can terminate a Location(s) or Transaction Confirmation, at no cost to HES, if: (a) required/allowed by law; (b) the Utility or HES is unable to service a Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; or (d) Customer falls into "Default". Customer shall be in Default if, at any time under this Agreement, it: (i) enters into an agreement for any Location identified on the Transaction Confirmation that would prevent or interfere with the performance of this Agreement; (ii) withdraws HES's authority as exclusive agent or limits HES's ability to obtain and use information necessary to perform this Agreement; (iii) fails to make, when due, any undisputed payment required under this Agreement; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences,



authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event. Either Party shall be in Default if, at any time under this Agreement, any of the following occur: (a) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (b) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; or (d) any breach of the confidentiality provisions of this Agreement. Should publishing of the Index Price be stopped by the publishing entity identified on the Transaction Confirmation, or if there is a material change in the method of calculation of the Index Price, HES may in its commercially reasonable discretion either terminate this Agreement or determine the applicable Index Price by using the most recent price available from the publishing entity or by using another published source

10. Rights of Non-Defaulting Party: If either Party defaults, the non-defaulting Party may terminate a Location(s) or Transaction Confirmation(s) pursuant to this Agreement effective on the date indicated in its notice of termination and shall have the right: (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

11. Exit Fees. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time prior to any Location(s) Estimated End Date a Location ends early due to Customer's Default, HES shall calculate and Customer shall pay liquidated damages to HES according to the Exit Fee calculations provided below. The Parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

Exit Fees (Liquidated Damages)

Customer shall pay liquidated damages to HES as defined below.

- Exit Fee - Customer's Remaining Volume multiplied by the difference per Unit (e.g. kWh, therm, cof, MMbtu) obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.

12. Credit Requirements. HES's supply of Energy depends on HES's assessment of Customer's creditworthiness, which is based in part on Customer's payment history and ability to pay bills as they come due. HES reserves the right to require Customer to provide collateral prior to HES's acceptance of this Agreement or during the Term if HES has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory. Collateral will be in a form deemed acceptable to HES and may include a cash deposit, letter of credit, or a guarantee. Any deposit will be held without interest unless required by applicable law. HES will provide notice, pursuant to Section 20 - Notice, if Customer no longer meets HES's commercially reasonable credit requirements. Such notice will identify the amount of credit support required by HES and acceptable means that satisfy the requested credit support. Failure to provide credit support, within 5 Business Days, may be deemed an Event of Default under section 9(iv). Any credit support shall be retained by HES as collateral for the faithful performance by Customer of all of the covenants and conditions to this Agreement. If not applied toward the payment of monies owed to HES, the collateral, plus any accrued interest, will be returned to Customer when the Transaction Confirmation pursuant to this Agreement terminates or upon mutual agreement of the Parties.

13. Representations. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its



respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy, and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

14. Indemnification. HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE DAMAGES.

15. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

16. Dispute Resolution, Binding Arbitration. Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out in the Transaction Confirmation(s). Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration in accordance with American Arbitration Association rules and pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts. The arbitration costs will be shared evenly between the Parties. Customer waives any right to commence or participate in any class action related to this Agreement. Customer shall remit all undisputed amounts during the pendency of the dispute.

17. Amendments. HES may amend the Agreement (Commodity Master Agreement, Rider and Transaction Confirmation) by providing Customer written notice of such amendment. Customer will have thirty (30) days to reject the amendment in writing. If Customer does not reject the amendment, it shall be deemed to be accepted. HES will not amend the Term or Price without Customer's consent.

18. Assignment. HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Retail Energy Provider without prior notice to, or further consent from, Customer. Customer may, without the consent of HES and on providing written notice to HES, transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to Customer's Location(s), and in either case of (i) or (ii) such assignee is at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, and such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

19. Inability to Perform. If a Force Majeure Event ("FME") renders either Party unable to carry out any part of its obligations under this Agreement (other than the obligation to make payments due with respect to performance prior to the FME), if that Party provides notice and full details of the FME to the other Party, then the relevant obligations of the Party affected by the FME shall be suspended during the pendency of such FME. A Party may furnish notice of a FME orally; provided, however, electronic or written notification must be furnished to the other Party within seven (7) Business Days thereafter. The Party affected by the FME shall remedy the FME with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points. "Force Majeure Event" means those events not reasonably anticipated when this Agreement was signed and beyond the control of the Parties including, but not



limited to, Acts of God; severe weather; acts of the public enemy; civil insurrection, terrorism, sabotage, war or other military actions; events or actions associated with the Utility, the commodity supplier, regulator, or other entity having influence over the delivery of Energy to the Location, or HES's good faith compliance with their orders; event of Force Majeure of HES's direct or indirect supplier(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Energy.

20. Notice. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Transaction Confirmation, to the attention of Customer Service Manager, Commercial Contracts. Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Transaction Confirmation. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Transaction Confirmation (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law or Change in Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at www.hudsonenergy.net. If a Change in Law results in a pass-through charge, HES will also provide written notice to Customer.

21. Governing Law. The laws of the state in which the Location is located govern this Agreement. If this Agreement contains Locations in more than one state, governing law shall be the State of New York for U.S. Locations. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

22. Change in Law. If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

23. Confidentiality. Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, regulatory body, exchange or ISO rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidential provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

24. Recordings. Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

25. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, Greenpower and Greengas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document. This Commodity Master Agreement and Transaction Confirmation(s)/Rider(s) shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically and used as if it were an original business record. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a



credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Commodity Master Agreement. This Commodity Master Agreement will not become effective as to either Party unless and until executed by both Parties.

Friendwell Management

Signature:

DocuSigned by:

Parth Pandya
C07DE130F14D4FB...

Printed Name: Parth Pandya

Title: CIO

Date: 5/3/2023

I have the authority to bind Customer.

Hudson Energy Services, LLC

Signature:

Printed Name:

Title:

Date:

I have the authority to bind HES

Note to Customer: Please submit your executed Commodity Master Agreement and Transaction Confirmation to HES prior to the expiration period indicated on the Transaction Confirmation by either faxing or e-mailing the Agreement to the fax number or e-mail address listed on the Transaction Confirmation.



NJ Rider

This offer expires at 5:00pm Eastern Prevailing time on
5/3/2023

5251 Westheimer Rd. Suite 1000
Houston, TX 77056
P: 877.483.7669
F: 877.832.4279
csnj@hudsonenergy.net
H23050345228611

Amendments, Restatements and Additions to the CMA applicable to this Transaction Confirmation.

This Rider, the associated Transaction Confirmation "TC" and Commodity Master Agreement "CMA" together comprise the Agreement between HES and Customer. The CMA is separately executed and may be executed prior to any Transaction Confirmation written under it. In the event of a conflict between the documents that comprise this Agreement, they shall control in the following order: (1) Rider, (2) TC and (3) CMA. All capitalized terms not otherwise defined herein have the meaning set forth in the CMA.

Amendments – The following language is modified in the CMA section referenced.

Section 1 – Key Defined Terms

The following is added to this section:

Net Metering Customer: means a customer that owns and/or operates electrical wires and/or equipment that is connected to the Utility's electric distribution system through a meter used for net metering. The Net Metering Customer may or may not be the same entity as the Net Metering Generator, and may or may not be located on the same property as the Net Metering Generator.

Net Metering Generator: means an entity that owns and/or operates a renewable energy generation facility, the electricity from which is delivered to a Net Metering Customer. The Net Metering Generator may or may not be the same entity as Net Metering Customer; and may or may not be located on the same property as the Net Metering Customer.

Section 5 – Renewal

The following is added to this section:

HES will provide notice to Customer at least 60 days prior to the Location's Estimated End Date that the initial term is ending and Customer will be automatically renewed unless notice has been provided pursuant to this section.

Section 9 - Ending this Agreement Early, Default

The following is added to the third sentence as a subsection (ix) does not provide ninety (90) days prior written notice of becoming a Net Metered Customer.

The following is added to this section:

Customer will be given 30 calendar days prior notice of termination and an opportunity to remedy the termination condition. We may still terminate this Agreement regardless of whether you remedy the condition that triggered the termination notice.

Additions – The following sections are added to the CMA

Section 26. Renewable Energy Certificates and Attributes

If Customer is a Net Metered Customer, the Customer expressly and irrevocably assigns all right, title and interest, whether legal or beneficial, in and to all renewable energy certificates and/or attributes associated with any electricity generated by any Net Metering Generator.

Section 27. After-hours / Emergency

Outside of HES's Customer Service hours or in an electricity or natural gas-related emergency, Customer shall contact the appropriate emergency personnel or the Utility, if appropriate, and not HES.

Atlantic Electric Company "AECO"

Emergency 1-800-833-7476

Customer Service 1-800-642-3780

Jersey Central Power and Light "JCPL"

Emergency 1-800-545-7738

Customer Service 1-800-662-3115

Public Service Electric and Gas "PSEG"

Emergency 1-800-880-7734

Customer Service 1-800-436-7734

Elizabeth Town Gas

Emergency 1-800-492-4009

Customer Service 1-800-242-5830

New Jersey Natural Gas

Emergency 1-800-427-5325

Customer Service 1-800-221-0051

South Jersey Gas

Emergency 1-800-582-7060

Customer Service 1-800-766-9900

Section 28. NJBPU Complaint Line

Notwithstanding the provisions contained in the Section 17 hereto (Dispute Resolution), if Customer has a complaint concerning the service it has received from HES, Customer may contact the New Jersey Board of Public Utilities, Division of Public Relations, Two Gateway Center, 8th floor, Newark, N.J. 07102; Telephone: 1-800-624-0241; or electronically at www.bpu.state.nj.us.

The license numbers for HES are ESL-0083 (electric) and GSL-0069 (gas).

Section 29. Consumer Information

The services provided by the Utility will continue to be protected by the State's Home Energy Fair Practices Act and the NJBPU's Residential and Non-residential Rules. Should Customer have any questions or require additional information regarding this Agreement, Customer can contact HES at: Hudson Energy Services, LLC, 5251 Westheimer Rd. Suite 1000, Houston, TX 77056, 1-877 HUDSON9. Customer may also request information from the New Jersey Board of Public Utilities Division of Public Relations - Toll Free at 1-800-642-0241 or through their website at: <http://www.bpu.state.nj.us>.

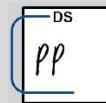
Section 30. Essential Agreement Information

- This Agreement is with Hudson Energy Services, LLC (HES), a Retail Energy Provider and not Customer's local Utility. Customer will continue to be supplied with Energy whether or not Customer signs this Agreement. Energy delivery shall continue to be provided by the Customer's Utility, and the Utility will also be available to respond to leaks and other emergencies should they occur.
- This Agreement covers only the cost of Energy itself (along with Greenpower and/or Greengas, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7 for additional details.
- This Agreement does not guarantee financial savings. At any given time, Customer's Utility's Energy commodity rates may be lower or higher than HES's prices for Energy.
- By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with HES. HES, following its execution of this Agreement, will supply Energy (along with Greenpower and/or Greengas, if selected) at the Price Customer agrees to on the Transaction Confirmation. Customer will pay any related charges, plus applicable taxes.
- The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer.

Tax
Exempt?
(Y or N)

Only sites with Tax exemption certificates attached will be booked as tax exempt.
Please submit your tax exempt forms along with the Rider, CMA and TC.

By initialing here



**Customer acknowledges it has reviewed the Rider which
comprises part of the Agreement between the Parties**



**Environmental Information Disclosure (EID) for the Electricity Product of
Hudson Energy Services, LLC**
Electricity Supplied from June 1, 2021 to May 31, 2022

PJM System Mix

Energy Source

Coal	21.73%
Gas	38.37%
Hydroelectric (large)	1.20%
Nuclear	32.96%
Oil	0.19%

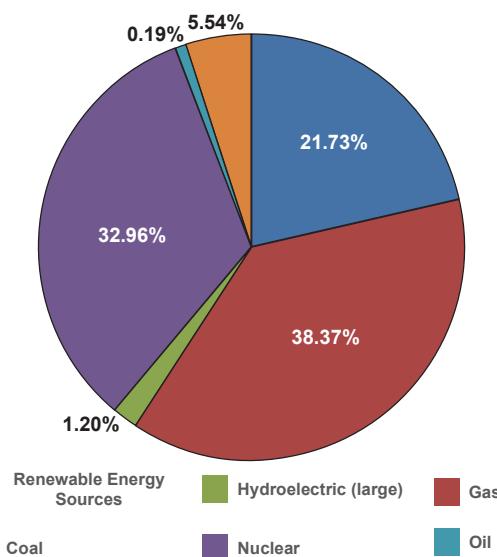
Renewable Energy Sources

Captured methane gas	0.24%
Fuel cells	0.00%
Geothermal	0.01%
Hydroelectric(small)	0.00%
Solar	1.00%
Solid waste	0.49%
Wind	3.62%
Wood or other biomass	0.19%

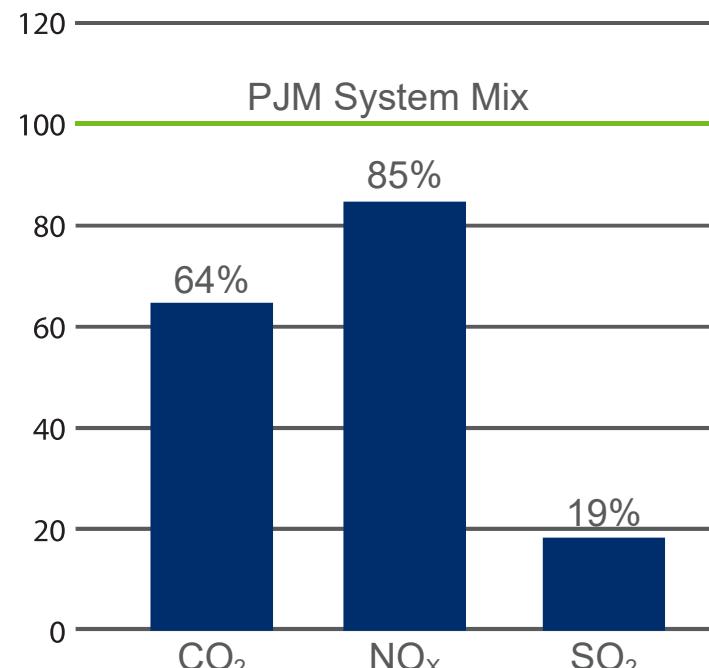
Total 100.00%

Renewable Energy Sources Subtotal 5.54%

ENERGY SOURCE



NJ Generation Emissions Rates (expressed as a percentage of PJM System Mix)



Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3:1(b)2, air emission rates for CO₂, NO_x, and SO₂ associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2022 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO₂ is a “greenhouse gas” which may contribute to global climate change. NO_x and SO₂ react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthy component of “smog.” For illustrative purposes, the chart below compares a hypothetical electricity product that contained 100% NJ generation sources to the PJM System Mix.



NJ Electric Transaction Confirmation

This offer expires at 5:00pm Eastern Prevailing time on
5/3/2023

5251 Westheimer Rd. Suite 1000

Houston, TX 77056

P: 877.483.7669

F: 877.832.4279

csnj@hudsonenergy.net

H23050345228984

NJ Third Party Supplier Summary

Customer Name	Piscataway Suites LLC			
Customer Address	121 Centennial Ave Piscataway, NJ, 08854-8103			
Local Distribution Company "LDC" Account numbers	PE000011146286703139			
Third Party Supplier Information: By entering into this Agreement, Customer agrees to purchase your electric supply from HES	Hudson Energy Services, LLC www.hudsonenergyservices.net 19 Spear Road Suite 204 Suite B csnj@hudsonenergy.net Ramsey, NJ 07446 BPU License #: ESL-0083 Phone: 1.877.483.7669 HES is responsible for commodity supply. To obtain a copy of this Third Party Supplier Summary in Spanish, please call: (877) 483-7669.			
Price Structure	Fixed Price. The Energy price is fixed for the term of the Agreement.. Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/ .			
Generation/Supply Price (\$/kWh)	0.1189 (includes SUT)			
Statement Regarding Savings	This Agreement does not guarantee financial savings.			
Amount of time required to change from TPS back to default service or to another TPS	Requests to switch will take approximately 2 billing cycles.			
Incentives	None			
Right to cancel/rescind	Not Applicable			
Contract Start Date:	6/15/2023			
Contract Term/Length:	6/16/2025. 24 months			
Cancellation/Early Termination Fees	Yes. Exit Fee - Customer's Remaining Volume multiplied by the difference per kWh obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.			
Renewal Terms	HES will provide notice to Customer at least 60 days prior to the Location's Estimated End Date that the initial term is ending and Customer will be automatically renewed unless notice has been provided pursuant to this section. Unless either Party provides written notice at least sixty (60) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached. Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/ . Variable rate is based on forward market prices for the bill month.			
Distribution Company Information "LDC"	LDC Name	Web-site	Customer Service	Emergency
	Atlantic Electric	www.atlanticcityelectric.com	1-800-642-3780	1-800-833-7476
	Jersey Central P&L	www.firstenergycorp.com	1-800-662-3115	1-800-545-7738
	Public Service E&G	www.pseg.com	1-800-436-7734	1-800-880-7734
Customer should call the LDC for electrical emergencies and outages. Your LDC will continue to deliver the electricity provided by HES and you will continue to pay the LDC for delivery services.				



NJ Electric Transaction Confirmation

This offer expires at 5:00pm Eastern Prevailing time on
5/3/2023

5251 Westheimer Rd. Suite 1000

Houston, TX 77056

P: 877.483.7669

F: 877.832.4279

csnj@hudsonenergy.net

H23050345228984

Customer Information

Legal Name:	Piscataway Suites LLC	
	Business	Billing
Contact Person:	Jason Cheng	
E-mail:	parth@friendwell.com	
Phone:	(732) 744-1455	
Legal Address:	121 Centennial Ave Piscataway, NJ, 08854-8103	121 Centennial Ave Piscataway, NJ, 08854-8103

Transaction Specifics

Energy product type:	Fixed Power
Estimated Term (months):	24
Annual Estimated Volume (kWh):	2,404,453
Greenpower (%):	0

Energy product cost component (*Customer may also be responsible for other charges and fees, as applicable, see section 7 of the Commodity Master Agreement.*)

Included in Fixed Price	Not Included in Fixed Price
wholesale energy (kWh), line losses to meter point, capacity, transmission, renewable portfolio standard, PJM charges and uplifts, ancillary services, HES's cost to serve Customer	Not Applicable

Billing fee (\$/mo):	0.00
Energy Price (\$/kWh):	0.1189
Greenpower Price (\$/kWh)	0.0000
Total Price (\$/kWh):	0.1189

Deposit amount:	0.00
Payment Term (days):	Per Utility Schedule
Billing Method:	Utility Bill Only

	Initial to confirm billing method
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The Electricity Price and the Greenpower Price include 6.625% New Jersey Sales and Use Tax.

If applicable, Customer will be responsible for late payment fees at a rate of 1.50% per month, as may be amended, or the highest rate permitted by law, whichever is less, on the uncontested unpaid balance. A fee of \$30.00 will be assessed to Customer for each returned payment for insufficient funds.

Estimated Volume (kWh)

January	February	March	April	May	June
191,129	176,355	182,895	167,582	178,142	217,417
July	August	September	October	November	December
271,262	261,527	202,036	170,879	181,306	203,924

Quantity Variances

A variation of up to twenty five percent (25%) above or below the monthly Estimated Volume listed above or the Peak Load

Contribution values for capacity and Network Integration Transmission Service "NITS" listed in the Location(s) section below will not be considered a material change. HES reserves the right to pass-through charges for any additional costs incurred by HES as a result of a material change. If HES determines a material change has occurred it reserves the right to pass-through charges for any additional costs incurred above or below the contracted values.

Location(s)

The Estimated Start and End Date is based on the Location's normally scheduled Utility meter read date which is expected to occur on or about the date listed below.

Utility	Utility Account Number	Service Address	Capacity Peak Load Contribution (kW)	NITS Peak Load Contribution (kW)	Estimated Start Date	Estimated End Date
Public Service Electric and Gas Company	PE000011146286 703139	121 CENTENNIAL AVE, 2035 State Route 27 Ste 2, PISCATAWAY TWP, NJ USA 08854-3907	463.56	411.38	6/2023	6/2025

Substitution of Location(s)

If a change requires you to sell or close one of the Location(s) under this Agreement, you can request that HES accept a different Location as a replacement. Please contact us for details on acceptable substitution criteria.

Blend and Extend

We're ready to change for you. If your product qualifies, at your request we will calculate an offer to change your Price based on a weighted average of the Price in this Transaction Confirmation and a mutually agreed extension to the Term.

Customer declines to receive communications about other products and services offers by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

Agreement

This Transaction Confirmation forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and Piscataway Suites LLC ("Customer"). Nothing herein shall be deemed to require HES to execute the Commodity Master Agreement. The date on which HES executes this Transaction Confirmation shall be deemed the "Effective Date" of the Transaction Confirmation pursuant to the Agreement.

Acknowledgment

By signing this Transaction Confirmation, each Party agrees to be bound by the terms of this Transaction Confirmation, the Rider and the Commodity Master Agreement (the "Agreement"), and acknowledges having full authority to sign this Transaction Confirmation and enter a binding contract for the Location(s) listed above. Accepted and agreed to:

Piscataway Suites LLC

Printed Name: Parth Pandya

Signature:

DocuSigned by:
Parth Pandya

Email: parth.pandya@friendwell.com

Title: CIO

Date: 5/4/2023

Hudson Energy Services, LLC

Printed Name:

Signature:

Email:

Title:

Date:

I have the authority to bind Customer

I have the authority to bind HES

**Please submit the executed Commodity Master Agreement, Transaction Confirmation and Rider
by fax to (800) 506-6009 or NortheastSales@hudsonenergy.net**



Commodity Master Agreement

This Commodity Master Agreement, including any separately executed Transaction Confirmation and Rider together form the ("Agreement") entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and Piscataway Suites LLC ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. Key Defined Terms. **Business Day:** means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. **Energy:** the electricity and/or natural gas commodity, as identified on the Transaction Confirmation, that HES supplies to Customer's Locations. **Fixed Adder:** a per Unit amount to account for cost components that are not included in the Index Price. **Greengas:** Green energy product option for natural gas. **Greenpower:** Green energy product option for electricity. **HES:** Hudson Energy Services, LLC. **Index Price:** a per Unit amount defined on the Transaction Confirmation. **Intermediary Fee:** a fee to be remitted by HES to an independent broker or contractor that Customer has used to procure Energy from HES. **ISO:** either the Independent System Operator or regional transmission organization that administers and manages the bulk power system. **Location:** Each natural gas and/or electricity account or ESI ID, as applicable, listed on the Transaction Confirmation, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Price:** the per Unit amount for Energy, Greengas and Greenpower, as applicable, set out on the Transaction Confirmation which may include an Intermediary Fee. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, therm, MMbtu or ccf, as applicable) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Volume stated on the Transaction Confirmation. **Renewable Portfolio Standard "RPS":** a jurisdictional requirement to provide a percentage of the commodity sold to Customer from renewable resources that meet the defined standards. **Retail Energy Provider:** means the non-utility, retail, third party energy commodity supplier for a designated market. For illustrative purposes this entity is called the Retail Electric Provider in the Texas electric market, the Alternative Retail Electric Supplier (ARES) in the Illinois electric market, and the Energy Service Company (ESCO) in the New York electric market. **Third Party Charges:** any other costs or charges that may be assessed by third parties. **Total Price:** a per Unit amount listed on the Transaction Confirmation. **Unit:** the applicable billing measure (e.g. kWh, kW, therm, MMbtu or ccf) for the product purchased. **Utility:** Customer's local electricity and/or natural gas distribution utility (including any successor).

2. Authorizations and Appointment of Agent. Customer appoints HES as its Retail Energy Provider for the Energy service provided herein and gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements for the Term and any subsequent Automatic Renewal period to the Location(s) identified on the Transaction Confirmation. This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer authorizes HES for the duration of the Agreement, to obtain current and historical information, including credit information, facility descriptions, operating and usage information, meter identification numbers and other data as needed. Customer agrees that its acceptance of this Agreement is authorization for release of such information. Customer agrees to provide all necessary information, access and authorization for HES to enroll Customer with the utility and receive actual usage data and payment data from the applicable Utility or other third party provider. Incorrect Customer information may be rectified by HES. Customer authorizes HES to provide information about Customer, including contact information, to HES's creditors, suppliers, affiliates, business partners and service providers. HES (and its affiliates, business partners, and service providers) can communicate with Customer, via mail or e-mail, about other products and services, unless Customer elects not to receive these communications by marking the appropriate section on the Transaction Confirmation or provides written notice to HES that it does not wish to receive these communications.

3. Acceptance, Verification. HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if any of conditions (a-d) are not met or (e) occurs: (a) Utility's acceptance and implementation of HES's request to serve a Location under a deregulated Energy service program; (b) HES's verification of the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's approval of Customer's creditworthiness as stated in Section 12; (d) If applicable, Customer is in good standing with HES; (e) supply of Energy has not commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES's control. If conditions (a-d) are satisfied, or otherwise waived by HES, HES will supply Energy to Customer's Location(s). If HES removes any Location, it may, in its sole discretion, terminate the Transaction Confirmation and upon request of Customer, re-price the remaining Location(s) pursuant to a new Transaction Confirmation.

4. Term. The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer's Location(s) under a Transaction Confirmation, and ends on the End Date. The Estimated Term, Estimated Start Date and Estimated End Date are referenced on the Transaction Confirmation. Should the Start Date be delayed from the Estimated Start Date, HES will use commercially reasonable efforts to resolve issues within its control. If the Start Date is not within 60 days from the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel the Transaction Confirmation without cost or penalty to either Party and propose a new Price to Customer. The End Date will be HES's last day of Energy supply, for the Location, under the Transaction Confirmation. For reasons other than ending early or Automatic Renewal, the End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other



supplier. Customer remains responsible for all HES charges through, to, and including the End Date.

5. Renewal. Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached ("Automatic Renewal"). Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/. If the Location resides in a market where a posted rate is not applicable the rate calculation will be identified in the Rider section of the Transaction Confirmation. Automatic Renewals will not include Greengas or Greenpower products and will not be subject to an Exit Fee.

6. Green Energy Option (Greengas and Greenpower). If Customer selects Greengas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset Customer's natural gas consumption multiplied by the Greengas percentage listed on the Transaction Confirmation. If Customer selects Greenpower, HES will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the Greenpower percentage listed on the Transaction Confirmation. Carbon credits and green energy purchased and retired on Customer's behalf will remain HES's legal property. Green-related charges will be included with the Energy charge on Customer's bill. Green energy product purchases are separate from any RPS requirement associated with Customer's underlying commodity purchase.

7. Charges (and Credits) under this Agreement. Prices upon which charges are determined are listed on the Transaction Confirmation. Energy charge is the product of Customer's Energy consumption and the Energy Price, plus pass-through charges (as applicable). Greenpower charge is the product of Customer's electricity consumption and the Greenpower Price. Greengas charge is the product of Customer's natural gas consumption and the Greengas Price. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility to enable HES's performance under this Agreement. Several types of charges may be passed-through to Customer, if applicable. These pass-through charges may include Third Party Charges, product component charges not included in the fixed portion of Price as indicated on the Transaction Confirmation, charges imposed from a Change in Law pursuant to Section 22 and charges that result from a material change pursuant to the Quantity Variances section in the Transaction Confirmation, if applicable. Customer may also incur pass-through charges associated with consumption outside of stated bandwidth parameters as applicable to HES products with defined bandwidths as defined on the Transaction Confirmation. Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to Customer. If Location(s) are exempt from state/local taxes, Customer shall provide HES with proof of such status at the time of its execution of the Transaction Confirmation. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.

8. Billing, Payment, Measurement. Customer will be billed in the manner indicated on the Transaction Confirmation. If Customer elects to be billed by the Utility, non-payment of Utility and HES charges may result in service being disconnected by the Utility and Customer will be billed in accordance with the Utility's usual requirements and schedules for billings, payments, late payments and other charges. HES reserves the right to bill Customer directly if the Utility can't bill HES charges. HES's payment terms are from date of invoice. HES's late payment fees and interest charges are stated on the Transaction Confirmation. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy and other cost components (e.g. capacity and transmission allocations) supplied to the Location. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, ISO or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or ISO, both Parties waive their right to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

9. Ending this Agreement Early, Default. If any Location(s) or Transaction Confirmation ends early, for any reason, Customer remains responsible for all HES charges through, to, and including the early End Date. HES can terminate a Location(s) or Transaction Confirmation, at no cost to HES, if: (a) required/allowed by law; (b) the Utility or HES is unable to service a Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; or (d) Customer falls into "Default". Customer shall be in Default if, at any time under this Agreement, it: (i) enters into an agreement for any Location identified on the Transaction Confirmation that would prevent or interfere with the performance of this Agreement; (ii) withdraws HES's authority as exclusive agent or limits HES's ability to obtain and use information necessary to perform this Agreement; (iii) fails to make, when due, any undisputed payment required under this Agreement; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences,



authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event. Either Party shall be in Default if, at any time under this Agreement, any of the following occur: (a) any representation or warranty made by a Party proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (b) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; or (d) any breach of the confidentiality provisions of this Agreement. Should publishing of the Index Price be stopped by the publishing entity identified on the Transaction Confirmation, or if there is a material change in the method of calculation of the Index Price, HES may in its commercially reasonable discretion either terminate this Agreement or determine the applicable Index Price by using the most recent price available from the publishing entity or by using another published source

10. Rights of Non-Defaulting Party: If either Party defaults, the non-defaulting Party may terminate a Location(s) or Transaction Confirmation(s) pursuant to this Agreement effective on the date indicated in its notice of termination and shall have the right: (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

11. Exit Fees. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time prior to any Location(s) Estimated End Date a Location ends early due to Customer's Default, HES shall calculate and Customer shall pay liquidated damages to HES according to the Exit Fee calculations provided below. The Parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

Exit Fees (Liquidated Damages)

Customer shall pay liquidated damages to HES as defined below.

- Exit Fee - Customer's Remaining Volume multiplied by the difference per Unit (e.g. kWh, therm, ccf, MMbtu) obtained by subtracting HES's per Unit market cost for similarly situated customers existing at the time of the Default from the per unit contracted Total Price plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.

12. Credit Requirements. HES's supply of Energy depends on HES's assessment of Customer's creditworthiness, which is based in part on Customer's payment history and ability to pay bills as they come due. HES reserves the right to require Customer to provide collateral prior to HES's acceptance of this Agreement or during the Term if HES has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory. Collateral will be in a form deemed acceptable to HES and may include a cash deposit, letter of credit, or a guarantee. Any deposit will be held without interest unless required by applicable law. HES will provide notice, pursuant to Section 20 - Notice, if Customer no longer meets HES's commercially reasonable credit requirements. Such notice will identify the amount of credit support required by HES and acceptable means that satisfy the requested credit support. Failure to provide credit support, within 5 Business Days, may be deemed an Event of Default under section 9(iv). Any credit support shall be retained by HES as collateral for the faithful performance by Customer of all of the covenants and conditions to this Agreement. If not applied toward the payment of monies owed to HES, the collateral, plus any accrued interest, will be returned to Customer when the Transaction Confirmation pursuant to this Agreement terminates or upon mutual agreement of the Parties.

13. Representations. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from HES or its affiliates (or its



respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy, and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

14. Indemnification. HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE DAMAGES.

15. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

16. Dispute Resolution, Binding Arbitration. Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out in the Transaction Confirmation(s). Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration in accordance with American Arbitration Association rules and pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts. The arbitration costs will be shared evenly between the Parties. Customer waives any right to commence or participate in any class action related to this Agreement. Customer shall remit all undisputed amounts during the pendency of the dispute.

17. Amendments. HES may amend the Agreement (Commodity Master Agreement, Rider and Transaction Confirmation) by providing Customer written notice of such amendment. Customer will have thirty (30) days to reject the amendment in writing. If Customer does not reject the amendment, it shall be deemed to be accepted. HES will not amend the Term or Price without Customer's consent.

18. Assignment. HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Retail Energy Provider without prior notice to, or further consent from, Customer. Customer may, without the consent of HES and on providing written notice to HES, transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to Customer's Location(s), and in either case of (i) or (ii) such assignee is at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, and such assignee agrees in writing to be bound by the terms and conditions of this Agreement. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

19. Inability to Perform. If a Force Majeure Event ("FME") renders either Party unable to carry out any part of its obligations under this Agreement (other than the obligation to make payments due with respect to performance prior to the FME), if that Party provides notice and full details of the FME to the other Party, then the relevant obligations of the Party affected by the FME shall be suspended during the pendency of such FME. A Party may furnish notice of a FME orally; provided, however, electronic or written notification must be furnished to the other Party within seven (7) Business Days thereafter. The Party affected by the FME shall remedy the FME with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points. "Force Majeure Event" means those events not reasonably anticipated when this Agreement was signed and beyond the control of the Parties including, but not



limited to, Acts of God; severe weather; acts of the public enemy; civil insurrection, terrorism, sabotage, war or other military actions; events or actions associated with the Utility, the commodity supplier, regulator, or other entity having influence over the delivery of Energy to the Location, or HES's good faith compliance with their orders; event of Force Majeure of HES's direct or indirect supplier(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; or (c) changes in the market prices of Energy.

20. Notice. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Transaction Confirmation, to the attention of Customer Service Manager, Commercial Contracts. Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Transaction Confirmation. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Transaction Confirmation (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law or Change in Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at www.hudsonenergy.net. If a Change in Law results in a pass-through charge, HES will also provide written notice to Customer.

21. Governing Law. The laws of the state in which the Location is located govern this Agreement. If this Agreement contains Locations in more than one state, governing law shall be the State of New York for U.S. Locations. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

22. Change in Law. If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer without markup. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

23. Confidentiality. Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, regulatory body, exchange or ISO rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidential provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; or (d) information developed by either Party independent of any confidential information. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

24. Recordings. Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

25. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, Greenpower and Greengas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document. This Commodity Master Agreement and Transaction Confirmation(s)/Rider(s) shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically and used as if it were an original business record. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a



credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Commodity Master Agreement. This Commodity Master Agreement will not become effective as to either Party unless and until executed by both Parties.

Piscataway Suites LLC

Signature:

DocuSigned by:

Parth Pandya
C07DE130F14D4FB...

Printed Name: Parth Pandya

Title: CIO

Date: 5/4/2023

I have the authority to bind Customer.

Hudson Energy Services, LLC

Signature:

Printed Name:

Title:

Date:

I have the authority to bind HES

Note to Customer: Please submit your executed Commodity Master Agreement and Transaction Confirmation to HES prior to the expiration period indicated on the Transaction Confirmation by either faxing or e-mailing the Agreement to the fax number or e-mail address listed on the Transaction Confirmation.



NJ Rider

This offer expires at 5:00pm Eastern Prevailing time on
5/3/2023

5251 Westheimer Rd. Suite 1000
Houston, TX 77056
P: 877.483.7669
F: 877.832.4279
csnj@hudsonenergy.net
H23050345228984

Amendments, Restatements and Additions to the CMA applicable to this Transaction Confirmation.

This Rider, the associated Transaction Confirmation "TC" and Commodity Master Agreement "CMA" together comprise the Agreement between HES and Customer. The CMA is separately executed and may be executed prior to any Transaction Confirmation written under it. In the event of a conflict between the documents that comprise this Agreement, they shall control in the following order: (1) Rider, (2) TC and (3) CMA. All capitalized terms not otherwise defined herein have the meaning set forth in the CMA.

Amendments – The following language is modified in the CMA section referenced.

Section 1 – Key Defined Terms

The following is added to this section:

Net Metering Customer: means a customer that owns and/or operates electrical wires and/or equipment that is connected to the Utility's electric distribution system through a meter used for net metering. The Net Metering Customer may or may not be the same entity as the Net Metering Generator, and may or may not be located on the same property as the Net Metering Generator.

Net Metering Generator: means an entity that owns and/or operates a renewable energy generation facility, the electricity from which is delivered to a Net Metering Customer. The Net Metering Generator may or may not be the same entity as Net Metering Customer; and may or may not be located on the same property as the Net Metering Customer.

Section 5 – Renewal

The following is added to this section:

HES will provide notice to Customer at least 60 days prior to the Location's Estimated End Date that the initial term is ending and Customer will be automatically renewed unless notice has been provided pursuant to this section.

Section 9 - Ending this Agreement Early, Default

The following is added to the third sentence as a subsection (ix) does not provide ninety (90) days prior written notice of becoming a Net Metered Customer.

The following is added to this section:

Customer will be given 30 calendar days prior notice of termination and an opportunity to remedy the termination condition. We may still terminate this Agreement regardless of whether you remedy the condition that triggered the termination notice.

Additions – The following sections are added to the CMA.

Section 26. Renewable Energy Certificates and Attributes

If Customer is a Net Metered Customer, the Customer expressly and irrevocably assigns all right, title and interest, whether legal or beneficial, in and to all renewable energy certificates and/or attributes associated with any electricity generated by any Net Metering Generator.

Section 27. After-hours / Emergency

Outside of HES's Customer Service hours or in an electricity or natural gas-related emergency, Customer shall contact the appropriate emergency personnel or the Utility, if appropriate, and not HES.

Atlantic Electric Company "AECO"

Emergency 1-800-833-7476

Customer Service 1-800-642-3780

Jersey Central Power and Light "JCPL"

Emergency 1-800-545-7738

Customer Service 1-800-662-3115

Public Service Electric and Gas "PSEG"

Emergency 1-800-880-7734

Customer Service 1-800-436-7734

Elizabeth Town Gas

Emergency 1-800-492-4009

Customer Service 1-800-242-5830

New Jersey Natural Gas

Emergency 1-800-427-5325

Customer Service 1-800-221-0051

South Jersey Gas

Emergency 1-800-582-7060

Customer Service 1-800-766-9900

Section 28. NJBPU Complaint Line

Notwithstanding the provisions contained in the Section 17 hereto (Dispute Resolution), if Customer has a complaint concerning the service it has received from HES, Customer may contact the New Jersey Board of Public Utilities, Division of Public Relations, Two Gateway Center, 8th floor, Newark, N.J. 07102; Telephone: 1-800-624-0241; or electronically at www.bpu.state.nj.us.

The license numbers for HES are ESL-0083 (electric) and GSL-0069 (gas).

Section 29. Consumer Information

The services provided by the Utility will continue to be protected by the State's Home Energy Fair Practices Act and the NJBPU's Residential and Non-residential Rules. Should Customer have any questions or require additional information regarding this Agreement, Customer can contact HES at: Hudson Energy Services, LLC, 5251 Westheimer Rd. Suite 1000, Houston, TX 77056, 1-877 HUDSON9. Customer may also request information from the New Jersey Board of Public Utilities Division of Public Relations - Toll Free at 1-800-642-0241 or through their website at: <http://www.bpu.state.nj.us>.

Section 30. Essential Agreement Information

- This Agreement is with Hudson Energy Services, LLC (HES), a Retail Energy Provider and not Customer's local Utility. Customer will continue to be supplied with Energy whether or not Customer signs this Agreement. Energy delivery shall continue to be provided by the Customer's Utility, and the Utility will also be available to respond to leaks and other emergencies should they occur.
- This Agreement covers only the cost of Energy itself (along with Greenpower and/or Greengas, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7 for additional details.
- This Agreement does not guarantee financial savings. At any given time, Customer's Utility's Energy commodity rates may be lower or higher than HES's prices for Energy.
- By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with HES. HES, following its execution of this Agreement, will supply Energy (along with Greenpower and/or Greengas, if selected) at the Price Customer agrees to on the Transaction Confirmation. Customer will pay any related charges, plus applicable taxes.
- The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer.

Tax
Exempt?
(Y or N)

Only sites with Tax exemption certificates attached will be booked as tax exempt.
Please submit your tax exempt forms along with the Rider, CMA and TC.

By initialing here	 DS pp	Customer acknowledges it has reviewed the Rider which comprises part of the Agreement between the Parties
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**Environmental Information Disclosure (EID) for the Electricity Product of
Hudson Energy Services, LLC**
Electricity Supplied from June 1, 2021 to May 31, 2022

PJM System Mix

Energy Source

Coal	21.73%
Gas	38.37%
Hydroelectric (large)	1.20%
Nuclear	32.96%
Oil	0.19%

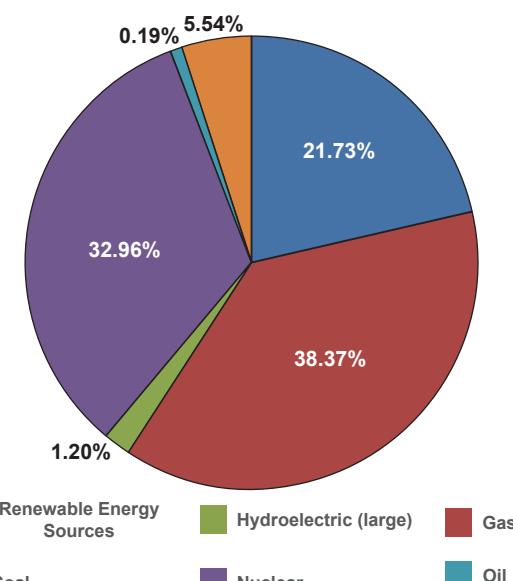
Renewable Energy Sources

Captured methane gas	0.24%
Fuel cells	0.00%
Geothermal	0.01%
Hydroelectric(small)	0.00%
Solar	1.00%
Solid waste	0.49%
Wind	3.62%
Wood or other biomass	0.19%

Total 100.00%

Renewable Energy Sources Subtotal 5.54%

ENERGY SOURCE

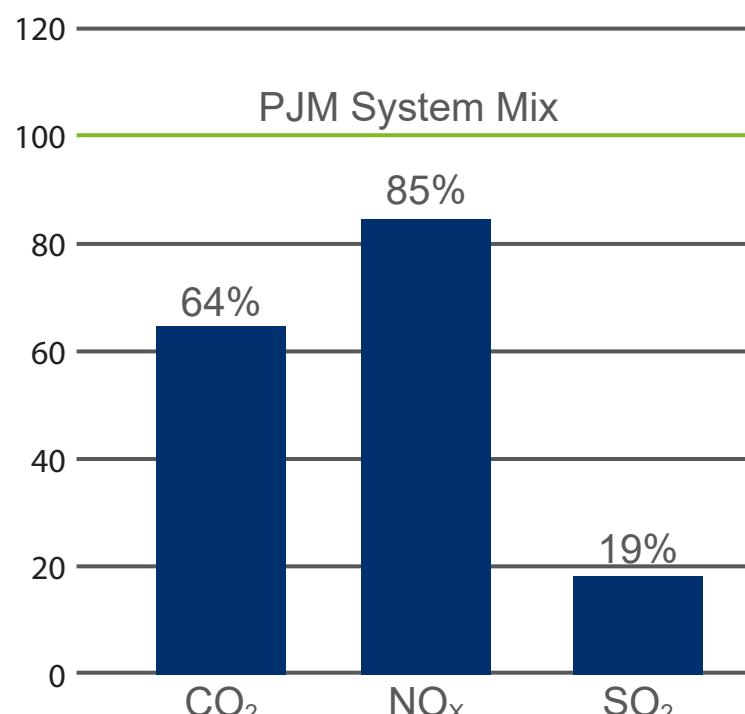


Data Source	CO ₂ (lb/MWh)	NO _x (lb/MWh)	SO ₂ (lb/MWh)
PJM System Mix	835.75	0.37	0.49
NJ Benchmark	537.60	0.31	0.09

	CO ₂	NO _x	SO ₂
PJM System Mix (%)	100	100	100
NJ Generation (%)	64	85	19

NJ Generation Emissions Rates

(expressed as a percentage of PJM System Mix)



Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3:1(b)2, air emission rates for CO₂, NO_x, and SO₂ associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2022 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO₂ is a "greenhouse gas" which may contribute to global climate change. NO_x and SO₂ react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthy component of "smog." For illustrative purposes, the chart below compares a hypothetical electricity product that contained 100% NJ generation sources to the PJM System Mix.



THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

New <input type="checkbox"/>	Renewal <input type="checkbox"/>	CUSTOMER INFORMATION				Custom Price <input type="checkbox"/>	Matrix Price <input type="checkbox"/>
Customer Name: Piscataway Suites LLC				Account Name: Piscataway Suites LLC			
Billing Address: 121 Centennial Ave				Service Address: 121 Centennial Ave			
City: Piscataway	State: NJ	Zip Code: 08854	Attention: Jason Cheng	City: Piscataway	State: NJ	Zip Code: 08854	
Telephone: (732) 744-1455		Cell Number:		Utility: PSE & G	E-mail: parth@friendwell.com	<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Rate Class LVG		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____		100% Green Energy (Electric Only) <input type="checkbox"/>	
Electricity Account # / POD ID / Customer #:							
Natural Gas Account # / POD ID:				PG000011146285903139			
Natural Gas	Term Months 24	Req. Start Date: 06/01/2023		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ 0.706200/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$ /therm (CCF)	
Electricity	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$ /kwh		
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.						
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>100</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)						

Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.

Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>

Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third-Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Energo does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Energo:

For Customer:

NRG Kiosk LLC dba Power Kiosk	Parth Pandya	5/3/2023
Enero Signature	Agent/Broker Name Printed	Date
Customer's Signature		Printed Name & Title

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review.

Energo will only notify said customer if the agreement is NOT accepted.

This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name:			Account Name:
Service Address:			Account/LDC Number:
City:	State:	Zip Code:	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Energo's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for _____ months from the requested start date at a rate of \$ _____ per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100</p> <p><u>EDC Customer Service:</u> ACE (800) 642-3780 or www.atlanticcityelectric.com JCP&L (800) 662-3115 or www.firstenergycorp.com/jersey_central_power_light.htm PSE&G (800) 436-7734 or www.pseg.com RECO (877) 434-4100 or www.oru.com</p> <p>The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: Piscataway Suites LLC			Account Name: Piscataway Suites LLC
Service Address: 121 CENTENNIAL AVE			Account/LDC Number: PG000011146285903139
City: PISCATAWAY TWP	State: NJ	Zip Code: 08854-3907	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energo's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate/adder for <u>24</u> months from the requested start date at a rate of <u>0.706200</u> per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>GDC Emergency contact:</u> PSE&G (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009</p> <p><u>GDC Customer Service:</u> PSE&G (800) 436-7734 or www.pseg.com NJNG (800) 221-0051 or www.njng.com SJG (888) 766-9900 or https://southjerseygas.com Elizabethtown (800) 242-5830 or www.elizabethtowngas.com</p> <p>The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between Enero Power & Gas LLC dba Enero ("Enero"), an independent Third-Party Supplier (TPS), and you ("Customer") under which Customer authorizes Enero to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Enero ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Enero. Subject to the terms and conditions of this Agreement, Enero agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Enero does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Enero. Enero is not affiliated with and does not represent Customer's LDC. Enero is a Third-Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
- 2. Information Release Authorization.** Customer authorizes Enero to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak Enero and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Enero 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 Enero. This authorization will remain in effect during the Initial Term and any Renewal Term. Enero may rescind this authorization at any time by providing written notice thereof to Enero or by calling Enero at 1.888.378.9898. Enero reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
- 3. Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Enero performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Enero's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Enero for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Enero and/or Customer by federal, state, and/or local authorities that Enero passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Enero with an exemption certificate or other evidence of same satisfactory to Enero before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Enero reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Enero may adjust Customer's supply price to include such additional Charge. Enero will provide Customer 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Enero reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Enero reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Enero also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Enero reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECS), or any changes outside of Enero's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
 - v. **Net Metering:** The Customer must notify Enero of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Enero, at least sixty (60) days written notification must be submitted to Enero prior to installation of net metering equipment. If Customer fails to provide such notice, Enero may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Enero will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Enero (blocked

account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 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. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Energo may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

5. Termination of Agreements during the Initial Term: If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Energo all outstanding gas and/or electric supply charges and other amounts owing to Energo as well all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Energo will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Energo can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Energo's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

6. Billing: Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Energo does not offer budget billing for Energo's charges. Customer will pay Energo for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Energo will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Energo may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

7. TPS Termination Rights. The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Energo may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) 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 true'd up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

8. Residential Rescission Customer Rights. Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

9. Agency.

- **Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Energo to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
- **Electric:** Customer hereby designates Energo as agent to: (a) arrange and administer contracts and service agreements between Customer and Energo and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Energo as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Energo load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

10. Title, Risk of Loss. Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Energo agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Energo under this Agreement will transfer from Energo to

Customer at the Sales Point(s). Energo will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

11. No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Energo will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Energo does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, changes in laws, rules or regulations 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

14. Contact Information. Customer may contact Energo's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Energo at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. 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 Jersey.
- b. **Regulatory or Other Changes.** Energo and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to, ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM Scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the EDC, PUC, Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) 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, Energo may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

17. Emergency Service. The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

18. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energo will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energo and the customer; no oral statements are effective.

19. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

20. 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 Energo's net income, shall be paid by Customer, and Customer agrees to indemnify Energo and hold Energo harmless from and against any and all such taxes. 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. If Customer is tax exempt, Customer must furnish Energo with an exemption certificate before services begin.

21. Environmental Disclosure. The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>.

22. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

23. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

DocuSigned by:

Customer's Signature

Parth Pandya / CIO

Customer's Printed Name & Title

5/3/2023

Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																		
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage	
PG000011146285903139	PSEG	LVG		Firm	11220	10108	8830	6073	4304	3453	3387	3391	3563	5152	7610	9919	77010	
				Totals	11220	10108	8830	6073	4304	3453	3387	3391	3563	5152	7610	9919	77010	

Toll Free 888.378.9898
100 Elwood Davis Road, Syracuse, NY 13212 / www.energo.com

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Certificate Of Completion

Envelope Id: DB1B4525EA8B4DB5AD73451EB91216D0

Status: Completed

Subject: New_Contract_ESP_HudsonElectric_2023-2025

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Procurement Friendwell

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

2035 State Route 27

Suite 2150

Edison, NJ 08817

procurement@friendwell.com

IP Address: 47.23.70.243

Record Tracking

Status: Original

Holder: Procurement Friendwell

Location: DocuSign

5/4/2023 6:34:48 AM

procurement@friendwell.com

Signer Events**Signature****Timestamp**

Parth Pandya

parth.pandya@friendwell.com

CIO

CIO

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 47.23.70.243

Sent: 5/4/2023 6:42:16 AM

Viewed: 5/4/2023 6:43:03 AM

Signed: 5/4/2023 6:43:18 AM

Electronic Record and Signature Disclosure:

Accepted: 5/4/2023 6:43:03 AM

ID: 621140b3-d582-4858-b8fe-d09fb9d53f5e

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco

rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/4/2023 6:43:20 AM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM

ID: 669e89d9-8f49-46cf-b2e0-f1086ece2818

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/4/2023 6:42:16 AM

Certified Delivered

Security Checked

5/4/2023 6:43:03 AM

Signing Complete

Security Checked

5/4/2023 6:43:18 AM

Completed

Security Checked

5/4/2023 6:43:20 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



Friendwell Group Fixed Contract Verification Form

Property Name:

Piscataway Suites LLC (ESP)

Type of Services:

Energy Provider - Electric

Resuming with Current Contractor Change of contractor

Current Vendor Information

Vendor Name: Hudson Energy

Vendor Contact Name:

Vendor Contact Number/Email:

Vendor Address:

Contract Term: 6/15/23 - 6/16/25

30 Days Cancellation: Yes No

New Vendor Information (Fill out this only at time of change of contract)

Vendor Name:

Vendor Contact Name:

Vendor Contact Number/Email:

Vendor Address:

Contract Term:

30 Days Cancellation: Yes No

Reason for Change of Contractor:

Payment Schedule: \$ / Month Quarter Year Note:
 \$ 0.1189/kWh
 W9 COI

Legal Department:			Accounting :		
Print Name	Signature	Date	Print Name	Signature	Date
Department Head:			CIO/CEO :		
Print Name	Signature	Date	Print Name Parth Pandya	Signature  C07DE130F14D4FB...	Date 5/4/2023

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Friendwell Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@friendwell.com

To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Friendwell Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@friendwell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Friendwell Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Friendwell Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Friendwell Management during the course of your relationship with Friendwell Management.



THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

New <input type="checkbox"/>	Renewal <input type="checkbox"/>	CUSTOMER INFORMATION				Custom Price <input type="checkbox"/>	Matrix Price <input type="checkbox"/>
Customer Name: Airport Hotel North				Account Name: Airport Hotel North			
Billing Address: 160 Frontage Rd				Service Address: 160 Frontage Rd			
City: Newark	State: NJ	Zip Code: 07114	Attention: Jason Cheng	City: Newark	State: NJ	Zip Code: 07114	
Telephone: (732) 744-1455		Cell Number:		Utility: PSE & G	E-mail: parth@friendwell.com	<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Rate Class GSG (HTG)		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____		100% Green Energy (Electric Only) <input type="checkbox"/>	
Electricity Account # / POD ID / Customer #:							
Natural Gas Account # / POD ID:				PG000010092315049061			
Natural Gas	Term Months 24	Req. Start Date: 06/01/2023		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ 0.706200/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$/therm (CCF)	
Electricity	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$ /kwh		
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.						
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>100</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)						

Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.

Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>

Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third-Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Energo does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Energo:

For Customer:

NRG Kiosk LLC dba Power Kiosk		DocuSigned by:	Parth Pandya	5/3/2023
Enero Signature	Agent/Broker Name Printed	Date	Customer's Signature C07DE120E14D4FB	Printed Name & Title Parth Pandya /CIO
				Date 5/3/2023

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review.

Energo will only notify said customer if the agreement is NOT accepted.

This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name:			Account Name:
Service Address:			Account/LDC Number:
City:	State:	Zip Code:	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Energo's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for _____ months from the requested start date at a rate of \$ _____ per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100</p> <p><u>EDC Customer Service:</u> ACE (800) 642-3780 or www.atlanticcityelectric.com JCP&L (800) 662-3115 or www.firstenergycorp.com/jersey_central_power_light.htm PSE&G (800) 436-7734 or www.pseg.com RECO (877) 434-4100 or www.oru.com</p> <p>The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: Airport Hotel North			Account Name: Airport Hotel North
Service Address: 160 FRONTAGE RD			Account/LDC Number: PG000010092315049061
City: Newark	State: NJ	Zip Code: 07114-3721	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energo's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate/adder for <u>24</u> months from the requested start date at a rate of <u>0.706200</u> per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>GDC Emergency contact:</u> PSE&G (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009</p> <p><u>GDC Customer Service:</u> PSE&G (800) 436-7734 or www.pseg.com NJNG (800) 221-0051 or www.njng.com SJG (888) 766-9900 or https://southjerseygas.com Elizabethtown (800) 242-5830 or www.elizabethtowngas.com</p> <p>The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between Enero Power & Gas LLC dba Enero ("Enero"), an independent Third-Party Supplier (TPS), and you ("Customer") under which Customer authorizes Enero to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Enero ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Enero. Subject to the terms and conditions of this Agreement, Enero agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Enero does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Enero. Enero is not affiliated with and does not represent Customer's LDC. Enero is a Third-Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
- 2. Information Release Authorization.** Customer authorizes Enero to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak Enero and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Enero 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 Enero. This authorization will remain in effect during the Initial Term and any Renewal Term. Enero may rescind this authorization at any time by providing written notice thereof to Enero or by calling Enero at 1.888.378.9898. Enero reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
- 3. Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Enero performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Enero's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Enero for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Enero and/or Customer by federal, state, and/or local authorities that Enero passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Enero with an exemption certificate or other evidence of same satisfactory to Enero before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Enero reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Enero may adjust Customer's supply price to include such additional Charge. Enero will provide Customer 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Enero reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Enero reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Enero also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Enero reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECS), or any changes outside of Enero's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
 - v. **Net Metering:** The Customer must notify Enero of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Enero, at least sixty (60) days written notification must be submitted to Enero prior to installation of net metering equipment. If Customer fails to provide such notice, Enero may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Enero will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Enero (blocked

account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 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. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Energo may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

5. Termination of Agreements during the Initial Term: If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Energo all outstanding gas and/or electric supply charges and other amounts owing to Energo as well all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Energo will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Energo can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Energo's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

6. Billing: Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Energo does not offer budget billing for Energo's charges. Customer will pay Energo for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Energo will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Energo may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

7. TPS Termination Rights. The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Energo may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) 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. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

8. Residential Rescission Customer Rights. Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

9. Agency.

- **Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Energo to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
- **Electric:** Customer hereby designates Energo as agent to: (a) arrange and administer contracts and service agreements between Customer and Energo and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Energo as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Energo load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

10. Title, Risk of Loss. Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Energo agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Energo under this Agreement will transfer from Energo to

Customer at the Sales Point(s). Energo will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

11. No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Energo will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Energo does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, changes in laws, rules or regulations 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

14. Contact Information. Customer may contact Energo's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Energo at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. 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 Jersey.
- b. **Regulatory or Other Changes.** Energo and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to, ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM Scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the EDC, PUC, Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) 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, Energo may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

17. Emergency Service. The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

18. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energo will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energo and the customer; no oral statements are effective.

19. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

20. 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 Energo's net income, shall be paid by Customer, and Customer agrees to indemnify Energo and hold Energo harmless from and against any and all such taxes. 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. If Customer is tax exempt, Customer must furnish Energo with an exemption certificate before services begin.

21. Environmental Disclosure. The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>.

22. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

23. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

DocuSigned by:

Parth Pandya

Customer's Signature

Parth Pandya/ CIO

Customer's Printed Name & Title

5/3/2023

Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																		
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage	
PG000010092315049061	PSEG	GSG (HTG)		Firm	1449	1293	1114	649	407	291	282	282	306	523	944	1267	8807	
				Totals	1449	1293	1114	649	407	291	282	282	306	523	944	1267	8807	

Toll Free 888.378.9898
100 Elwood Davis Road, Syracuse, NY 13212 / www.energo.com

Page A1

Certificate Of Completion

Envelope Id: B32F32CF9BE64B258AADC952AB962E93

Status: Completed

Subject: Complete with DocuSign: New Contract_HIN_HudsonElectric_2023-2025.pdf

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Procurement Friendwell

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

2035 State Route 27

Suite 2150

Edison, NJ 08817

procurement@friendwell.com

IP Address: 47.23.70.243

Record Tracking

Status: Original

Holder: Procurement Friendwell

Location: DocuSign

5/3/2023 2:14:32 PM

procurement@friendwell.com

Signer Events**Signature****Timestamp**

Parth Pandya



Sent: 5/3/2023 2:16:27 PM

parth.pandya@friendwell.com

Viewed: 5/3/2023 2:16:51 PM

CIO

Signed: 5/3/2023 2:17:03 PM

CIO

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 47.23.70.243
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 5/3/2023 2:16:51 PM

ID: c8e97211-9940-46a9-8409-eb89387df99a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco

rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/3/2023 2:17:04 PM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM

ID: 669e89d9-8f49-46cf-b2e0-f1086ece2818

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/3/2023 2:16:27 PM

Certified Delivered

Security Checked

5/3/2023 2:16:51 PM

Signing Complete

Security Checked

5/3/2023 2:17:03 PM

Completed

Security Checked

5/3/2023 2:17:04 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Friendwell Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@friendwell.com

To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Friendwell Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@friendwell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Friendwell Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Friendwell Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Friendwell Management during the course of your relationship with Friendwell Management.



THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

New <input type="checkbox"/>	Renewal <input type="checkbox"/>	CUSTOMER INFORMATION				Custom Price <input type="checkbox"/>	Matrix Price <input type="checkbox"/>
Customer Name: Friendwell Management				Account Name: Friendwell Management			
Billing Address: 101 New World Way				Service Address: 101 NEW WORLD WAY			
City: S Plainfield	State: NJ	Zip Code: 07080	Attention: Jason Cheng	City: S Plainfield	State: NJ	Zip Code: 07080-1104	
Telephone: (732) 744-1455		Cell Number:		Utility: PSE & G	E-mail: parth@friendwell.com	<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Rate Class LVG		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____		100% Green Energy (Electric Only) <input type="checkbox"/>	
Electricity Account # / POD ID / Customer #:							
Natural Gas Account # / POD ID:				PG000008090033542946			
Natural Gas	Term Months 24	Req. Start Date: 06/01/2023		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ 0.706200/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$ /therm (CCF)	
Electricity	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$ /kwh		
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.						
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>100</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)						

Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.

Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>

Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third-Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Energo does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Energo:

For Customer:

NRG Kiosk LLC dba Power Kiosk	Parth Pandya	5/3/2023
Enero Signature	Agent/Broker Name Printed	Date
Customer's Signature		Printed Name & Title

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review.

Energo will only notify said customer if the agreement is NOT accepted.

This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name:			Account Name:
Service Address:			Account/LDC Number:
City:	State:	Zip Code:	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Energo's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for _____ months from the requested start date at a rate of \$ _____ per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100</p> <p><u>EDC Customer Service:</u> ACE (800) 642-3780 or www.atlanticcityelectric.com JCP&L (800) 662-3115 or www.firstenergycorp.com/jersey_central_power_light.htm PSE&G (800) 436-7734 or www.pseg.com RECO (877) 434-4100 or www.oru.com</p> <p>The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: Friendwell Management			Account Name: Friendwell Management
Service Address: 101 NEW WORLD WAY			Account/LDC Number: PG000008090033542946
City: SOUTH PLAINFIELD BORC	State: NJ	Zip Code: 07080-1104	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energo's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate/adder for <u>24</u> months from the requested start date at a rate of <u>0.706200</u> per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>GDC Emergency contact:</u> PSE&G (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009</p> <p><u>GDC Customer Service:</u> PSE&G (800) 436-7734 or www.pseg.com NJNG (800) 221-0051 or www.njng.com SJG (888) 766-9900 or https://southjerseygas.com Elizabethtown (800) 242-5830 or www.elizabethtowngas.com</p> <p>The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between Enero Power & Gas LLC dba Enero ("Enero"), an independent Third-Party Supplier (TPS), and you ("Customer") under which Customer authorizes Enero to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Enero ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Enero. Subject to the terms and conditions of this Agreement, Enero agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Enero does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Enero. Enero is not affiliated with and does not represent Customer's LDC. Enero is a Third-Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
- 2. Information Release Authorization.** Customer authorizes Enero to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak Enero and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Enero 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 Enero. This authorization will remain in effect during the Initial Term and any Renewal Term. Enero may rescind this authorization at any time by providing written notice thereof to Enero or by calling Enero at 1.888.378.9898. Enero reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
- 3. Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Enero performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Enero's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Enero for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Enero and/or Customer by federal, state, and/or local authorities that Enero passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Enero with an exemption certificate or other evidence of same satisfactory to Enero before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Enero reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Enero may adjust Customer's supply price to include such additional Charge. Enero will provide Customer 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Enero reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Enero reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Enero also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Enero reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECS), or any changes outside of Enero's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
 - v. **Net Metering:** The Customer must notify Enero of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Enero, at least sixty (60) days written notification must be submitted to Enero prior to installation of net metering equipment. If Customer fails to provide such notice, Enero may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Enero will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Enero (blocked

account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 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. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Energo may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

- 5. Termination of Agreements during the Initial Term:** If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Energo all outstanding gas and/or electric supply charges and other amounts owing to Energo as well all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Energo will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Energo can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Energo's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

- 6. Billing:** Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Energo does not offer budget billing for Energo's charges. Customer will pay Energo for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Energo will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Energo may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

- 7. TPS Termination Rights.** The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Energo may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) 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 true'd up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

- 8. Residential Rescission Customer Rights.** Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

9. Agency.

- **Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Energo to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
- **Electric:** Customer hereby designates Energo as agent to: (a) arrange and administer contracts and service agreements between Customer and Energo and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Energo as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Energo load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

- 10. Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Energo agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Energo under this Agreement will transfer from Energo to

Customer at the Sales Point(s). Energo will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

11. No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Energo will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Energo does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, changes in laws, rules or regulations 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

14. Contact Information. Customer may contact Energo's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Energo at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. 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 Jersey.
- b. **Regulatory or Other Changes.** Energo and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to, ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM Scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the EDC, PUC, Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) 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, Energo may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

17. Emergency Service. The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

18. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energo will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energo and the customer; no oral statements are effective.

19. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

20. 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 Energo's net income, shall be paid by Customer, and Customer agrees to indemnify Energo and hold Energo harmless from and against any and all such taxes. 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. If Customer is tax exempt, Customer must furnish Energo with an exemption certificate before services begin.

21. Environmental Disclosure. The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>.

22. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

23. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

DocuSigned by:

Customer's Signature

Parth Pandya/ CIO

Customer's Printed Name & Title

5/3/2023

Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																		
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage	
PG000008090033542946	PSEG	LVG		Firm	1481	1356	1212	1177	1198	1250	1305	1286	1227	1182	1075	1334	15083	
				Totals	1481	1356	1212	1177	1198	1250	1305	1286	1227	1182	1075	1334	15083	

Toll Free 888.378.9898
100 Elwood Davis Road, Syracuse, NY 13212 / www.energo.com

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Certificate Of Completion

Envelope Id: 61E941F3E02E487482CB96F0DE6B47C5

Status: Completed

Subject: New Contract: GEH_HudsonElectric_2023-2025

Source Envelope:

Document Pages: 14

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 1

Procurement Friendwell

AutoNav: Enabled

2035 State Route 27

Enveloped Stamping: Enabled

Suite 2150

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Edison, NJ 08817

procurement@friendwell.com

IP Address: 47.23.70.243

Record Tracking

Status: Original

Holder: Procurement Friendwell

Location: DocuSign

5/3/2023 1:44:14 PM

procurement@friendwell.com

Signer Events**Signature****Timestamp**

Yalin Chen



Sent: 5/3/2023 1:48:46 PM

yalin.chen@friendwell.com

Viewed: 5/3/2023 1:53:19 PM

Security Level: Email, Account Authentication
(None)

Signed: 5/3/2023 1:53:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 47.23.70.243

Electronic Record and Signature Disclosure:

Accepted: 11/8/2022 8:27:25 AM

ID: c00ac138-3cef-453d-9b07-6ea733450569

Parth Pandya



Sent: 5/3/2023 1:53:26 PM

parth.pandya@friendwell.com

Viewed: 5/3/2023 1:54:19 PM

CIO

Signed: 5/3/2023 1:54:35 PM

CIO

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 47.23.70.243

Electronic Record and Signature Disclosure:

Accepted: 5/3/2023 1:54:19 PM

ID: 5d70a3fb-ade3-437c-891b-7e6b652ffaa0

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco

rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)

Sent: 5/3/2023 1:54:37 PM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM

ID: 669e89d9-8f49-46cf-b2e0-f1086ecea2818

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/3/2023 1:48:46 PM
Certified Delivered	Security Checked	5/3/2023 1:54:19 PM
Signing Complete	Security Checked	5/3/2023 1:54:35 PM
Completed	Security Checked	5/3/2023 1:54:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Friendwell Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@friendwell.com

To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Friendwell Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@friendwell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Friendwell Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Friendwell Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Friendwell Management during the course of your relationship with Friendwell Management.

Certificate Of Completion

Envelope Id: E1FC226009124D29BE726ECD81556FC1

Status: Completed

Subject: New Contract_CPN_HudsonElectric_2023-2025

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Procurement Friendwell

AutoNav: Enabled

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2035 State Route 27

Suite 2150

Edison, NJ 08817

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5/3/2023 2:03:50 PM

procurement@friendwell.com

Signer Events**Signature****Timestamp**

Parth Pandya



Sent: 5/3/2023 2:12:04 PM

parth.pandya@friendwell.com

Viewed: 5/3/2023 2:15:37 PM

CIO

Signed: 5/3/2023 2:15:48 PM

CIO

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 47.23.70.243
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 5/3/2023 2:15:37 PM

ID: bc70d7e3-2652-4789-b5f5-6d66022972c4

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco

rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/3/2023 2:15:50 PM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM

ID: 669e89d9-8f49-46cf-b2e0-f1086ece2818

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/3/2023 2:05:53 PM

Envelope Updated

Security Checked

5/3/2023 2:12:03 PM

Certified Delivered

Security Checked

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Signing Complete

Security Checked

5/3/2023 2:15:48 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/3/2023 2:15:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Friendwell Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@friendwell.com

To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Friendwell Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@friendwell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Friendwell Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Friendwell Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Friendwell Management during the course of your relationship with Friendwell Management.



THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

New <input type="checkbox"/>	Renewal <input type="checkbox"/>	CUSTOMER INFORMATION				Custom Price <input type="checkbox"/>	Matrix Price <input type="checkbox"/>
Customer Name: Hotel Route 27 LLC				Account Name: Hotel Route 27 LLC			
Billing Address: 2035 State Route 27 STE 2150				Service Address: 2035 State Route 27 STE 2150			
City: Edison,	State: NJ	Zip Code: 08817	Attention: Jason Cheng	City: EDISON TWP	State: NJ	Zip Code: 08817	
Telephone: (732) 744-1455		Cell Number:		Utility: PSE & G	E-mail: parth@friendwell.com	<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Rate Class LVG		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #:	100% Green Energy (Electric Only) <input type="checkbox"/>		
Electricity Account # / POD ID / Customer #:							
Natural Gas Account # / POD ID:				PG000009195836324672			
Natural Gas	Term Months 24	Req. Start Date: 06/01/2023		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ 0.706200/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$/therm (CCF)	
Electricity	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$ /kwh		
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.						
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>100</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)						

Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.

Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>

Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third-Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Energo does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Energo:

For Customer:

DocuSigned by:		
Enero Signature	NRG Kiosk LLC dba Power Kiosk Agent/Broker Name Printed	Date
		Parth Pandya/CIO Printed Name & Title
		5/3/2023

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review.
Energo will only notify said customer if the agreement is NOT accepted.

This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name:			Account Name:
Service Address:			Account/LDC Number:
City:	State:	Zip Code:	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Energo's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for _____ months from the requested start date at a rate of \$ _____ per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100</p> <p><u>EDC Customer Service:</u> ACE (800) 642-3780 or www.atlanticcityelectric.com JCP&L (800) 662-3115 or www.firstenergycorp.com/jersey_central_power_light.htm PSE&G (800) 436-7734 or www.pseg.com RECO (877) 434-4100 or www.oru.com</p> <p>The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: Hotel Route 27 LLC			Account Name: Hotel Route 27 LLC
Service Address: 2035 STATE HWY 27 FL 1			Account/LDC Number: PG000009195836324672
City: EDISON TWP	State: NJ	Zip Code: 08817	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energo's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate/adder for <u>24</u> months from the requested start date at a rate of <u>0.706200</u> per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>GDC Emergency contact:</u> PSEG (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009</p> <p><u>GDC Customer Service:</u> PSEG (800) 436-7734 or www.pseg.com NJNG (800) 221-0051 or www.njng.com SJG (888) 766-9900 or https://southjerseygas.com Elizabethtown (800) 242-5830 or www.elizabethtowngas.com</p> <p>The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between Enero Power & Gas LLC dba Enero ("Enero"), an independent Third-Party Supplier (TPS), and you ("Customer") under which Customer authorizes Enero to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Enero ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Enero. Subject to the terms and conditions of this Agreement, Enero agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Enero does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Enero. Enero is not affiliated with and does not represent Customer's LDC. Enero is a Third-Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
- 2. Information Release Authorization.** Customer authorizes Enero to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak Enero and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Enero 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 Enero. This authorization will remain in effect during the Initial Term and any Renewal Term. Enero may rescind this authorization at any time by providing written notice thereof to Enero or by calling Enero at 1.888.378.9898. Enero reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
- 3. Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Enero performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Enero's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Enero for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Enero and/or Customer by federal, state, and/or local authorities that Enero passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Enero with an exemption certificate or other evidence of same satisfactory to Enero before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Enero reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Enero may adjust Customer's supply price to include such additional Charge. Enero will provide Customer 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Enero reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Enero reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Enero also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Enero reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECS), or any changes outside of Enero's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
 - v. **Net Metering:** The Customer must notify Enero of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Enero, at least sixty (60) days written notification must be submitted to Enero prior to installation of net metering equipment. If Customer fails to provide such notice, Enero may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Enero will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Enero (blocked

account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 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. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Energo may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

5. Termination of Agreements during the Initial Term: If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Energo all outstanding gas and/or electric supply charges and other amounts owing to Energo as well all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Energo will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Energo can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Energo's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

6. Billing: Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Energo does not offer budget billing for Energo's charges. Customer will pay Energo for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Energo will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Energo may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

7. TPS Termination Rights. The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Energo may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) 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 true'd up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

8. Residential Rescission Customer Rights. Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

9. Agency.

- **Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Energo to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
- **Electric:** Customer hereby designates Energo as agent to: (a) arrange and administer contracts and service agreements between Customer and Energo and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Energo as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Energo load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

10. Title, Risk of Loss. Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Energo agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Energo under this Agreement will transfer from Energo to

Customer at the Sales Point(s). Energo will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

11. No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Energo will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Energo does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, changes in laws, rules or regulations 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

14. Contact Information. Customer may contact Energo's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Energo at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. 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 Jersey.
- b. **Regulatory or Other Changes.** Energo and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to, ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM Scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the EDC, PUC, Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) 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, Energo may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

17. Emergency Service. The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

18. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energo will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energo and the customer; no oral statements are effective.

19. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

20. 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 Energo's net income, shall be paid by Customer, and Customer agrees to indemnify Energo and hold Energo harmless from and against any and all such taxes. 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. If Customer is tax exempt, Customer must furnish Energo with an exemption certificate before services begin.

21. Environmental Disclosure. The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>.

22. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

23. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

DocuSigned by:

Parth Pandya

Customer's Signature

Parth Pandya/ CIO

Customer's Printed Name & Title

5/3/2023

Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																		
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage	
PG000009195836324672	PSEG	LVG		Firm	6754	6214	5593	5716	3506	2451	2368	2373	2587	4559	5000	6122	53243	
				Totals	6754	6214	5593	5716	3506	2451	2368	2373	2587	4559	5000	6122	53243	

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Page A1

Certificate Of Completion

Envelope Id: 43651408DB384EC48D01A0C44C67CFC4

Status: Completed

Subject: New Contract: CPE_HudsonElectric_2023-2025

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Procurement Friendwell

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

2035 State Route 27

Suite 2150

Edison, NJ 08817

procurement@friendwell.com

IP Address: 47.23.70.243

Record Tracking

Status: Original

Holder: Procurement Friendwell

Location: DocuSign

5/3/2023 1:50:39 PM

procurement@friendwell.com

Signer Events**Signature****Timestamp**

Parth Pandya



Sent: 5/3/2023 2:10:22 PM

parth.pandya@friendwell.com

Viewed: 5/3/2023 2:14:38 PM

CIO

Signed: 5/3/2023 2:14:49 PM

CIO

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 47.23.70.243
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 5/3/2023 2:14:38 PM

ID: 9538377d-8720-4a13-8df1-78e342199a60

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco

rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/3/2023 2:14:50 PM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM

ID: 669e89d9-8f49-46cf-b2e0-f1086ece2818

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/3/2023 1:54:23 PM

Envelope Updated

Security Checked

5/3/2023 2:10:21 PM

Certified Delivered

Security Checked

5/3/2023 2:14:38 PM

Signing Complete

Security Checked

5/3/2023 2:14:49 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/3/2023 2:14:50 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Friendwell Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@friendwell.com

To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Friendwell Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@friendwell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Friendwell Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Friendwell Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Friendwell Management during the course of your relationship with Friendwell Management.

Certificate Of Completion

Envelope Id: 5E5A27889E314A4C8DA957BFAB10BBF9
 Subject: New Contract_APAs_HudsonElectric_2023-2025.pdf
 Source Envelope:
 Document Pages: 14
 Certificate Pages: 5
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Procurement Friendwell
 2035 State Route 27
 Suite 2150
 Edison, NJ 08817
 procurement@friendwell.com
 IP Address: 47.23.70.243

Record Tracking

Status: Original 5/3/2023 2:00:17 PM	Holder: Procurement Friendwell procurement@friendwell.com	Location: DocuSign
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Signer Events**Signature****Timestamp**

Parth Pandya
parth.pandya@friendwell.com
CIO
CIO
Security Level: Email, Account Authentication
(None)


 DocuSigned by:
Parth Pandya
 C07DE130F14D4FB...

Signature Adoption: Pre-selected Style
 Using IP Address: 47.23.70.243
 Signed using mobile

Sent: 5/3/2023 2:12:24 PM
 Viewed: 5/3/2023 2:16:15 PM
 Signed: 5/3/2023 2:16:32 PM

Electronic Record and Signature Disclosure:

Accepted: 5/3/2023 2:16:15 PM
 ID: 98c745e0-7c49-4bd0-a5a0-20ad70e1e9ea

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco
rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM
 ID: 669e89d9-8f49-46cf-b2e0-f1086ece2818

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent
 Envelope Updated
 Certified Delivered
 Signing Complete

Hashed/Encrypted
 Security Checked
 Security Checked
 Security Checked

5/3/2023 2:02:25 PM
 5/3/2023 2:12:23 PM
 5/3/2023 2:16:15 PM
 5/3/2023 2:16:32 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/3/2023 2:16:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Friendwell Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: procurement@friendwell.com

To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Friendwell Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to procurement@friendwell.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Friendwell Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Friendwell Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Friendwell Management during the course of your relationship with Friendwell Management.



THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

New <input type="checkbox"/>	Renewal <input type="checkbox"/>	CUSTOMER INFORMATION				Custom Price <input type="checkbox"/>	Matrix Price <input type="checkbox"/>
Customer Name: Menlo Management SPLLC				Account Name: Menlo Management SPLLC			
Billing Address: 4701 Stelton Rd				Service Address: 4701 STELTON RD			
City: S Plainfield	State: NJ	Zip Code: 07080	Attention: Jason Cheng	City: S Plainfield	State: NJ	Zip Code: 07080-1105	
Telephone: (732) 744-1455		Cell Number:		Utility: PSE & G	E-mail: parth@friendwell.com	<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Rate Class GSG (HTG)		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____		100% Green Energy (Electric Only) <input type="checkbox"/>	
Electricity Account # / POD ID / Customer #:							
Natural Gas Account # / POD ID:				PG000008090031940717			
Natural Gas	Term Months 24	Req. Start Date: 06/01/2023		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ 0.706200/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$ /therm (CCF)	
Electricity	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$ /kwh		
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.						
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>100</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)						

Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.

Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>

Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third-Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Energo does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Energo:

For Customer:

DocuSigned by:

C07D5130F14D4FB
Customer's Signature

Energo Signature

NRG Kiosk LLC dba Power Kiosk
Agent/Broker Name Printed

Date

Parth Pandya/ CIO
Printed Name & Title

5/3/2023

Date

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review.

Energo will only notify said customer if the agreement is NOT accepted.

This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name:			Account Name:
Service Address:			Account/LDC Number:
City:	State:	Zip Code:	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Energo's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for _____ months from the requested start date at a rate of \$ _____ per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100</p> <p><u>EDC Customer Service:</u> ACE (800) 642-3780 or www.atlanticcityelectric.com JCP&L (800) 662-3115 or www.firstenergycorp.com/jersey_central_power_light.htm PSE&G (800) 436-7734 or www.pseg.com RECO (877) 434-4100 or www.oru.com</p> <p>The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: Menlo Management SPLLC		Account Name: Menlo Management SPLLC
Service Address: 4701 STELTON RD		Account/LDC Number: PG000008090031940717
City: SOUTH PLAINFIELD BORC	State: NJ	Zip Code: 07080-1105
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier		Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure		Variable Rate: Energo's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energo's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price		Contracted Rate: You will receive a contracted rate/adder for <u>24</u> months from the requested start date at a rate of <u>0.706200</u> per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings		Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS		A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Right to Cancel/Rescind		Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date		Start date for all customers will be the assigned date by the LDC
Contract Term/Length		Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees		The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms		For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information		<u>GDC Emergency contact:</u> PSE&G (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009 <u>GDC Customer Service:</u> PSE&G (800) 436-7734 or www.pseg.com NJNG (800) 221-0051 or www.njng.com SJG (888) 766-9900 or https://southjerseygas.com Elizabethtown (800) 242-5830 or www.elizabethtowngas.com The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between Enero Power & Gas LLC dba Enero ("Enero"), an independent Third-Party Supplier (TPS), and you ("Customer") under which Customer authorizes Enero to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Enero ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Enero. Subject to the terms and conditions of this Agreement, Enero agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Enero does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Enero. Enero is not affiliated with and does not represent Customer's LDC. Enero is a Third-Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
- 2. Information Release Authorization.** Customer authorizes Enero to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak Enero and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Enero 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 Enero. This authorization will remain in effect during the Initial Term and any Renewal Term. Enero may rescind this authorization at any time by providing written notice thereof to Enero or by calling Enero at 1.888.378.9898. Enero reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
- 3. Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Enero performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Enero's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Enero for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Enero and/or Customer by federal, state, and/or local authorities that Enero passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Enero with an exemption certificate or other evidence of same satisfactory to Enero before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Enero reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Enero may adjust Customer's supply price to include such additional Charge. Enero will provide Customer 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Enero reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Enero reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Enero also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Enero reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECS), or any changes outside of Enero's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
 - v. **Net Metering:** The Customer must notify Enero of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Enero, at least sixty (60) days written notification must be submitted to Enero prior to installation of net metering equipment. If Customer fails to provide such notice, Enero may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Enero will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Enero (blocked

account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 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. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Energo may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

5. Termination of Agreements during the Initial Term: If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Energo all outstanding gas and/or electric supply charges and other amounts owing to Energo as well all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Energo will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Energo can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Energo's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

6. Billing: Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Energo does not offer budget billing for Energo's charges. Customer will pay Energo for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Energo will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Energo may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

7. TPS Termination Rights. The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Energo may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) 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 true'd up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

8. Residential Rescission Customer Rights. Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

9. Agency.

- **Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Energo to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
- **Electric:** Customer hereby designates Energo as agent to: (a) arrange and administer contracts and service agreements between Customer and Energo and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Energo as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Energo load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

10. Title, Risk of Loss. Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Energo agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Energo under this Agreement will transfer from Energo to

Customer at the Sales Point(s). Energo will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

11. No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Energo will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Energo does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, changes in laws, rules or regulations 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

14. Contact Information. Customer may contact Energo's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Energo at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. 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 Jersey.
- b. **Regulatory or Other Changes.** Energo and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to, ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM Scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the EDC, PUC, Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) 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, Energo may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

17. Emergency Service. The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

18. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energo will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energo and the customer; no oral statements are effective.

19. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

20. 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 Energo's net income, shall be paid by Customer, and Customer agrees to indemnify Energo and hold Energo harmless from and against any and all such taxes. 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. If Customer is tax exempt, Customer must furnish Energo with an exemption certificate before services begin.

21. Environmental Disclosure. The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>.

22. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

23. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

DocuSigned by:

Customer's Signature 14D4FB...

Parth Pandya/ CIO

Customer's Printed Name & Title

5/3/2023

Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																		
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage	
PG000008090031940717	PSEG	GSG (HTG)		Firm	249	213	172	84	27	0	0	0	4	55	133	207	1144	
				Totals	249	213	172	84	27	0	0	0	4	55	133	207	1144	

Toll Free 888.378.9898
100 Elwood Davis Road, Syracuse, NY 13212 / www.energo.com

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THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

New <input type="checkbox"/>	Renewal <input type="checkbox"/>	CUSTOMER INFORMATION				Custom Price <input type="checkbox"/>	Matrix Price <input type="checkbox"/>
Customer Name: Menlo Management SPLLC				Account Name: Menlo Management SPLLC			
Billing Address: 4701 Stelton Rd				Service Address: 4701 Stelton Rd			
City: S Plainfield	State: NJ	Zip Code: 07080	Attention: Jason Cheng	City: S Plainfield	State: NJ	Zip Code: 07080	
Telephone: (732) 744-1455		Cell Number:		Utility: PSE & G	E-mail: parth@friendwell.com	<input type="checkbox"/> Email all future correspondence	
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential	Rate Class GSG		<input type="checkbox"/> Heating <input type="checkbox"/> Non- Heating	Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No Tax Exempt #: _____		100% Green Energy (Electric Only) <input type="checkbox"/>	
Electricity Account # / POD ID / Customer #:							
Natural Gas Account # / POD ID:				PG000011497239140717			
Natural Gas	Term Months 24	Req. Start Date: 06/01/2023		<input type="checkbox"/> Variable	<input checked="" type="checkbox"/> Contracted Rate \$ 0.706200/therm (CCF)	<input type="checkbox"/> Contracted NYMEX+ \$ /therm (CCF)	
Electricity	Term Months	Req. Start Date:		<input type="checkbox"/> Variable	<input type="checkbox"/> Contracted Rate \$ /kwh		
Variable:	The initial monthly price is \$ _____ for gas and \$ _____ for electricity. This price is effective until _____. Thereafter, the commodity price will change each month and may be higher or lower than the LDC price. All prices include NJ Sales Tax.						
Special Comments:	Rate is based on historical usage of prior year. Any deviation in usage greater than <u>100</u> % of usage indicated on Schedule A may result in additional charges. <input type="checkbox"/> (Does not include Line Losses if box is checked)						

Environmental Disclosure:

The NJ BPU requires all TPS agreements to make their environmental disclosures available to their customers.
 Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>

Customer Representations:

1. The individual signing this Agreement is the customer of record or signing on behalf of customer.
2. The individual signing this Agreement is authorized to make the change to a Third-Party Supplier ("TPS").
3. The Customer voluntarily wishes to make the TPS change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. **Energo does not offer Utility Price Matching or guarantee savings.**
6. Customer has been advised of all risks associated with signing this contract.

IN WITNESS WHEREOF Customer and Energo hereby accept all Terms & Conditions set forth on these pages and incorporated herein, and have caused this agreement to be executed:

For Energo:

For Customer:

NRG Kiosk LLC dba Power Kiosk	Date	Parth Pandya / CIO 5/3/2023
Enero Signature	Agent/Broker Name Printed	Printed Name & Title Date

DocuSigned by:

C07DE130F14D4FB
Customer's Signature

Energo reserves the right to reject any agreement that proves to be unacceptable upon Energo's Internal Review.
 Energo will only notify said customer if the agreement is NOT accepted.

This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:

Approved by:

Date:

In the case of telephonic or electronic acceptance, such execution or acceptance shall be deemed provided pursuant to the methods authorized under NJ A.C. 14:4-2.3(c).

NEW JERSEY ELECTRIC THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name:			Account Name:
Service Address:			Account/LDC Number:
City:	State:	Zip Code:	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of electricity (including energy, UFE losses, capacity, balancing, settlement, ancillaries, renewable energy requirements, etc.), related transmission and distribution charges, and other market-related factors, plus all applicable taxes, fees, charges or assessments and Energo's costs, expenses, and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate for _____ months from the requested start date at a rate of \$ _____ per kWh; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the LDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for _____ months ("Initial Term") from the requested start date; thereafter, this Agreement will continue as a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>EDC Emergency Contacts:</u> ACE (800) 833-7476 JCP&L (888) 544-4877 PSE&G (800) 436-7734 RECO (877) 434-4100</p> <p><u>EDC Customer Service:</u> ACE (800) 642-3780 or www.atlanticcityelectric.com JCP&L (800) 662-3115 or www.firstenergycorp.com/jersey_central_power_light.htm PSE&G (800) 436-7734 or www.pseg.com RECO (877) 434-4100 or www.oru.com</p> <p>The EDC will continue to deliver your electricity and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

NEW JERSEY NATURAL GAS THIRD-PARTY SUPPLIER CONTRACT SUMMARY

Customer/Contact Name: Menlo Management SPLLC			Account Name: Menlo Management SPLLC
Service Address: 4701 STELTON RD			Account/LDC Number: PG000011497239140717
City: SOUTH PLAINFIELD BORC	State: NJ	Zip Code: 07080-1105	
Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your natural gas supply from this supplier			Energo Power & Gas LLC dba Energo ("Energo") 33 Wood Avenue South, Suite 600, Iselin, NJ 08830, Telephone: 888-378-9898 www.energo.com ; customerservice@energo.com BPU license #: E/GSL0105 Energo will be responsible for providing your natural gas and/or electricity supply
Price Structure			Variable Rate: Energo's Variable Rate reflects the cost of natural gas (including commodity, fuel losses, capacity, storage and balancing, etc.), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Energo's costs, expenses and margins. There are no applicable price ranges or ceilings. Weather patterns may cause increases to the variable rate
Generation/Supply Price			Contracted Rate: You will receive a contracted rate/adder for <u>24</u> months from the requested start date at a rate of <u>0.706200</u> per therm; thereafter, variable. All rates are subject to change pursuant to Sections 3 and/or 16
Statement Regarding Savings			Energo does not offer Utility Price Matching or guarantee savings. Energo's supply price may not always provide savings to the Customer
Amount of Time Required to Change from TPS Back to Default Service or to Another TPS			A request to release an account from Energo supply services could take 30-90 days from the request date as determined by the GDC's meter read schedule
Right to Cancel/Rescind			Residential customers will have seven calendar days from the date of the LDC's confirmation notice to contact the LDC and cancel this contract. Thereafter, this agreement may be canceled pursuant to the conditions described below in the section regarding cancellation. Non-residential customers have no right to rescind.
Contract Start Date			Start date for all customers will be the assigned date by the LDC
Contract Term/Length			Your Contracted rate is in effect for <u>24</u> months ("Initial Term") from the requested start date; thereafter this Agreement will automatically renew into a variable rate pursuant to the terms of this agreement
Cancellation/Early Termination Fees			The cancellation fee is equivalent to the multiplication of the (i) difference between the Contracted rate price set forth in this Agreement and the calculation by Energo of the contracted price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes indicated in Schedule A. See Section 5
Renewal Terms			For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo. All other customers will receive a notice at least 30 days prior to the end of their Initial Term that detail the customer's renewal options
Distribution Company Information			<p><u>GDC Emergency contact:</u> PSEG (800) 436-7734 NJNG (800) 427-5325 SJG (800) 582-7060 Elizabethtown (800) 492-4009</p> <p><u>GDC Customer Service:</u> PSEG (800) 436-7734 or www.pseg.com NJNG (800) 221-0051 or www.njng.com SJG (888) 766-9900 or https://southjerseygas.com Elizabethtown (800) 242-5830 or www.elizabethtowngas.com</p> <p>The natural gas distribution company (GDC) will continue to deliver your natural gas and you will continue to pay them for this service. You should call your EDC in the event of any emergencies or outages</p>

ENVÍANOS UN CORREO ELECTRÓNICO PARA UN RESUMEN DEL CONTRATO EN ESPAÑOL: customerservice@energo.com

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGO AS YOUR ENERGY SUPPLIER

- 1. Agreement to Sell and Purchase Energy.** This is an agreement between Enero Power & Gas LLC dba Enero ("Enero"), an independent Third-Party Supplier (TPS), and you ("Customer") under which Customer authorizes Enero to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Enero ("Agreement"). The purpose of this Agreement is to authorize a change in Customer's Third-Party Supplier. Customer agrees to obtain natural gas supply/electric supply service from Enero. Subject to the terms and conditions of this Agreement, Enero agrees to sell, and Customer agrees to purchase and accept, all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Enero does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Enero. Enero is not affiliated with and does not represent Customer's LDC. Enero is a Third-Party Supplier licensed by the Board of Public Utilities under license numbers ESL-0105 and GSL-0105. Your LDC is your Electric Distribution Company ("EDC") and/or your Gas Distribution Company ("GDC").
- 2. Information Release Authorization.** Customer authorizes Enero to obtain and review "Customer Information" as said is defined in N.J.A.C. 14:4-1.2, which includes, but is not limited to, customer name, address, telephone number, usage habits or history, peak Enero and payment history, and information regarding Customer's credit history from credit reporting agencies. This information may be used by Enero 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 Enero. This authorization will remain in effect during the Initial Term and any Renewal Term. Enero may rescind this authorization at any time by providing written notice thereof to Enero or by calling Enero at 1.888.378.9898. Enero reserves the right to terminate this Agreement pursuant to the provisions of Section 7 of this Agreement in the event Customer rescinds the authorization.
- 3. Pricing.** Customer's pricing under this Agreement shall be as follows, based on the pricing selection identified on the first page of this Agreement:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs, including but not limited to commodity, losses, capacity, NYMEX, basis, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Enero performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Enero's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Contracted Rate Pricing:** If Customer is receiving natural gas or electric supply service at a Contracted Rate price, Customer will be billed at the Contracted rate indicated on the first page of this Agreement for the Initial Contracted Rate Term, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Index Price Term, Customer shall be billed at a floating price that will vary from month to month based on the Henry Hub Natural Gas Monthly settled per therm price (converted to ccf/mcf where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Contracted adder per therm (converted to dth/ccf/mcf where applicable) set forth on the first page of this Agreement, subject, among other things, to Section 3(e) and Section 16(b) of this Agreement.
 - d. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Enero for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Enero and/or Customer by federal, state, and/or local authorities that Enero passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Enero with an exemption certificate or other evidence of same satisfactory to Enero before service commences.
 - e. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may impact Customer's price under this Agreement:
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on the first page of this Agreement, Enero reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.
 - ii. **Transportation Adjustment Clause Charge:** If Customer is receiving electricity and/or natural gas supply service under a Contracted Rate or NYMEX + price and Customer's gas utility shifts any Charge from Customer's delivery charges to Customer's supply portion, Enero may adjust Customer's supply price to include such additional Charge. Enero will provide Customer 30 days' written notice of any such adjustment in charges.
 - iii. **Quantity Variances:** Unless otherwise indicated on the first page of this Agreement, for all Contracted Rate, LMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Enero reserves the right to charge Customer the current variable price for all usage in excess of the Usage Base Load. If Customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Enero reserves the right to charge such Customer an additional amount equal to the Contracted rate indicated on the first page of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Enero also reserves the right to charge Customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
 - iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates, or POR rates:** Any increase in obligations (net quantity or net price/cost) from the Contracted Capacity, pipeline or transmission construct, Transmission Values, Purchase of Receivables (POR), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. Black Start, Reactive Supply & Voltage Control, ISO administration) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Enero reserves the right to pass through to Customer any and all fees, costs, expenses, and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECS), or any changes outside of Enero's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
 - v. **Net Metering:** The Customer must notify Enero of their generation and net metering equipment, if any, prior to enrollment or, once enrolled with Enero, at least sixty (60) days written notification must be submitted to Enero prior to installation of net metering equipment. If Customer fails to provide such notice, Enero may adjust Customer's supply price or terminate this Agreement upon 30 days' written notice prior to the termination of service.
- 4. Term.** This Agreement shall commence as of the date Customer's notice regarding the change of TPS is deemed effective by the LDC and shall continue for the period of time set forth on the first page of this Agreement (the "Initial Term"). Enero will provide notice to Customer at least 30 days prior to the date upon which the Initial Term of this Agreement will end. If the service start date is delayed for any reason, through no fault of Enero (blocked

account, customer delay), then the end date may be adjusted to the originally intended service end date. For residential customers, following the Initial Term, service will continue on a month-to-month basis unless and until you renew your service with Energo, or if you do not renew your service with Energo, until terminated either by you or Energo upon 30 days' advance written notice of termination to the other party. All other customers will receive a written notice to the end of their Initial Term that detail the customer's renewal options. Any such written notice will be sent at least 30 days and no more than 60 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. Such new terms will become effective by obtaining authorization through the methods set forth in applicable regulations or by obtaining customer's written consent. While receiving service on a month-to-month basis, Customer or Energo may cancel or terminate this Agreement upon 30 days' advance written notice of termination to the other party.

- 5. Termination of Agreements during the Initial Term:** If there is a material adverse change in the business or financial condition of Customer during the Initial Term of the Agreement, or a material adverse change in the cost to Energo to continue supplying and/or servicing this Customer, as determined by Energo at its sole discretion, or if Energo terminates its service offerings in Customer's LDC service territory or across New Jersey, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Energo may have, Energo may terminate this Agreement upon 30 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Term, Customer shall pay Energo all outstanding gas and/or electric supply charges and other amounts owing to Energo as well all reasonable attorneys' fees and expenses incurred by Energo in connection with Energo's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another TPS, the effective date of any such switch from Energo will be determined by Customer's LDC. As an Early Termination Fee ("ETF"), if Customer terminates this Agreement prior to the end of the Initial Term, or if Energo terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Energo, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the Initial Term multiplied by the difference between the price in effect for the remainder of the current Term and the price at which Energo can sell such gas and/or electricity following the termination. Notwithstanding the above, a residential Customer is permitted to terminate this Agreement, with forty-eight (48) hours' notice, without penalty, as a result of relocation within or outside your LDC's franchise area, a disability that renders you unable to pay for Energo's service, and/or the Customer of record's death. For a residential customer, there is no charge for starting or stopping electric generation service if done within the terms of this Agreement.

- 6. Billing:** Customer's LDC or Energo may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Energo may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Energo does not offer budget billing for Energo's charges. Customer will pay Energo for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Energo will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Energo within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Energo may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Energo will be pro-rated to the charges within each of the above categories in proportion to Energo's and the LDC's charges in that category. Energo may assign and sell Customer accounts receivable to the LDC. In the event of failure of a residential customer to remit payment when due, Energo may terminate commodity service and seek suspension of distribution service; provided, however, that Customer will remain obligated to pay for all gas and/or electricity sold to Customer prior to such termination. Failure by a non-residential customer to remit full payment of Energo charges due on any Consolidated Bill prepared by the LDC or Energo will be grounds for disconnection of utility services in accordance with applicable NJ BPU rules and regulations on the termination of service. A \$30.00 fee will be charged for all returned payments.

- 7. TPS Termination Rights.** The services provided by Energo to Customer are governed by the Terms & Conditions of this Agreement. Energo shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Energo may cancel this Agreement at any time and for any reason. Energo will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition; however, Energo may terminate this Agreement, regardless of whether Customer remedies the condition that triggered the termination notice. A final bill will be rendered within thirty (30) 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 true'd up subsequent to the final meter reading. Switching to a competitive TPS is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

- 8. Residential Rescission Customer Rights.** Customer will receive a confirmation notice of its choice of TPS, and, if residential, Customer will have 7 calendar days from the date of such confirmation notice to contact the LDC and rescind its selection. This Agreement shall not be effective upon the residential Customer until the 7-day confirmation period has expired, and the Customer has not, directly or indirectly, rescinded the selection. There is no charge for the Residential Customer for starting or stopping gas or electricity supply service if done within the terms of this rescission period.

9. Agency.

- **Gas:** Customer hereby designates Energo as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Energo to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Energo will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements based on the consumption and other information that Energo receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New Jersey selected from time to time by Energo to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Energo agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis.
- **Electric:** Customer hereby designates Energo as agent to: (a) arrange and administer contracts and service agreements between Customer and Energo and those entities including the PJM interconnection engaged in the generation, transmission, and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Energo as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the PJM Energo load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

- 10. Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Energo to Customer at the Sales Point(s). Energo and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax. Customer and Energo agree that title to, control of, & risk of loss to the natural gas/electricity supplied by Energo under this Agreement will transfer from Energo to

Customer at the Sales Point(s). Energo will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to natural gas/electricity provided hereunder.

11. No Warranties. ENERGO MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND ENERGO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

12. Force Majeure. Energo will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Energo does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Energo ("Force Majeure Events") may result in interruptions in service. Energo will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Energo's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, changes in laws, rules or regulations 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 LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Energo's control. The parties understand and agree that Force Majeure Events may prevent Energo from providing natural gas at the agreed upon price, in which case, Energo may, at Energo's discretion, temporarily provide gas to Customer at the market price available to Energo and Customer agrees to pay such market price. In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no Force Majeure Events exist, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Customer from Energo of then-current market price gas.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR ENERGO WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND ENERGO, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST ENERGO WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM ENERGO, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND ENERGO ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OF ANY RIGHTS YOU HAVE UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

14. Contact Information. Customer may contact Energo's Customer Service Center at 1.888.378.9898, Monday to Friday 8:00 a.m. - 4:00 p.m. EST (contact center hours subject to change) or write to Energo at 302 Main Street, Paterson, NJ 07505. You may contact the LDC customer service at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

15. Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions. Any questions or complaints should be directed to Energo's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New Jersey. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint relating to a residential customer may be submitted by either party at any time to the BPU Division of Customer Assistance at 1-800-624-0241 or via email at: <http://www.state.nj.us/bpu/assistance/complaints/inquiry.html>.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ENERGO AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. ENERGO AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. NOTHING IN THIS AGREEMENT SHALL REQUIRE CUSTOMER TO WAIVE ANY RIGHTS CUSTOMER HAS UNDER NEW JERSEY OR FEDERAL CONSUMER PROTECTION LAWS.

16. Applicable Laws.

- a. **Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the NJBPU. This Agreement shall be construed under and shall be governed by the laws of the State of New Jersey without regard to the application of its conflicts of law principles. 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 Jersey.
- b. **Regulatory or Other Changes.** Energo and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, PJM or utility protocol or business practice, PJM or utility formula rate calculations or formula input, demand charge (including charges for fulfilling the capacity requirement for the account(s) (including, but not limited to, ICAP tag and Reliability Planning Model (RPM) costs)), charges for fulfilling transmission service obligation (including, but not limited to Network Integration Transmission Service (NITS) tag and rates), Transmission Enhancement Credits (TEC), Environmental Attribute (e.g. RECs, ZECs, carbon offset credits), Non-Market Based Rates (e.g. PJM Scheduling, System Control and Dispatch Charges, Black Start, Reliability Must Run (RMR) Costs), regulatory structure, or the interpretation or application of any of the foregoing applicable to Energo or this Agreement by any entity, including but not limited to the EDC, PUC, Federal Energy Regulatory Commission (FERC), or PJM regional transmission organization (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Energo and Customer further recognize that Energo's ability to perform under this Agreement or the financial impact of a Regulatory or Other Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Energo retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the EDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory or Other Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Energo shall provide 30 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
- c. **Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Energo at its discretion) 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, Energo may terminate this Agreement upon 30 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Energo at the time of contracting, Energo shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 5 of this Agreement.

17. Emergency Service. The LDC will respond to leaks and emergencies. In the event of leak, service interruption, outage or other emergency, Customer should immediately call LDC and emergency personnel at:

Atlantic City Electric	1-800-642-3780	Elizabethtown Gas	1-800-242-5830
Jersey City Power & Light	1-800-662-3115	New Jersey Natural Gas	1-800-221-0051
PSE&G	1-800-436-7734	South Jersey Gas	1-888-766-9900
Rockland Electric	1-877-434-4100		

18. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Energo. Energo may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another entity. Energo will comply with applicable regulations and will notify Customer in advance of any assignment. This agreement is the entire understanding between Energo and the customer; no oral statements are effective.

19. Miscellaneous. This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Energo with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.

20. 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 Energo's net income, shall be paid by Customer, and Customer agrees to indemnify Energo and hold Energo harmless from and against any and all such taxes. 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. If Customer is tax exempt, Customer must furnish Energo with an exemption certificate before services begin.

21. Environmental Disclosure. The NJ BPU requires all TPSs to make their environmental disclosures available to their customers. Energo's disclosure can be found at: <http://energo.com/NJ-EID-label-template.xlsx>.

22. Guaranty. In consideration of the extensions and maintenance of credit from time to time by Energo, the undersigned Customer (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Energo in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Energo, its successors and its assigns, of all existing and future indebtedness of the Customer, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Energo to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Energo by certified mail, return receipt requested, which revocation shall be effective 10 days after Energo's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.

23. Contract Execution. Customer may accept all Terms and Conditions set forth above and incorporated herein, and cause this Agreement to be executed by providing Customer's written signature below or by such alternative forms of verification identified in N.J.A.C. 14:4-2.3 or as the New Jersey Board of Public Utilities may permit to initiate retail energy supply service, including an audio recording of a customer agreeing to the switch verbally on a telephone call or an electronic record of an internet transaction that meets the requirements at N.J.A.C. 14:4-2.5, including an electronic signature. Such alternative forms of verification shall be treated and deemed enforceable as if Customer had provided an original written signature.

IN WITNESS WHEREOF Customer hereby accepts all Terms and Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

DocuSigned by:

Customer's Signature

Parth Pandya/ CIO

Customer's Printed Name & Title

5/3/2023

Date

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																		
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage	
PG000011497239140717	PSEG	GSG		Firm	246	248	253	187	339	411	417	417	402	266	273	246	3705	
				Totals	246	248	253	187	339	411	417	417	402	266	273	246	3705	

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Certificate Of Completion

Envelope Id: 41FDA2DD827B4AEAB1C2510F18DDC50D

Status: Completed

Subject: New Contract: HSP_HudsonElectric_2023-2025

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 2

Procurement Friendwell

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

2035 State Route 27

Suite 2150

Edison, NJ 08817

procurement@friendwell.com

IP Address: 47.23.70.243

Record Tracking

Status: Original

Holder: Procurement Friendwell

Location: DocuSign

5/3/2023 1:56:42 PM

procurement@friendwell.com

Signer Events**Signature****Timestamp**

Parth Pandya



Sent: 5/3/2023 2:10:47 PM

parth.pandya@friendwell.com

Viewed: 5/3/2023 2:15:07 PM

CIO

Signed: 5/3/2023 2:15:22 PM

CIO

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 47.23.70.243
Signed using mobile**Electronic Record and Signature Disclosure:**

Accepted: 5/3/2023 2:15:07 PM

ID: 08ca5a46-1bdf-4108-921f-7fff7b57c407

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Rona Marco

rona.marco@friendwell.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 5/3/2023 2:15:23 PM

Electronic Record and Signature Disclosure:

Accepted: 12/29/2022 6:53:50 AM

ID: 669e89d9-8f49-46cf-b2e0-f1086ece2818

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/3/2023 1:58:43 PM

Envelope Updated

Security Checked

5/3/2023 2:10:47 PM

Certified Delivered

Security Checked

5/3/2023 2:15:07 PM

Signing Complete

Security Checked

5/3/2023 2:15:22 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	5/3/2023 2:15:23 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Friendwell Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Friendwell Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at procurement@friendwell.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to procurement@friendwell.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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