



Contract ID: 114917

**RETAIL POWER
TERM SHEET
FLEX+PERCENT****Buyer: 153 Halsey Newark, LLC****Attention:** Jamie Graziano**Phone:** (484)-574-0499**Email:** jgraziano@shiftcapital.us**Trade Date:** November 20, 2023

Pursuant to the Master Retail Electricity Sales Agreement dated November 21, 2023, between Buyer and **BP Energy Retail Company LLC** and the corresponding Sales Confirmation dated November 21, 2023 between the Parties, the Parties have agreed to transact as follows:

Transaction Details**Delivery Point(s):** 'DA PSEG'**Delivery Period:** All Hours

Start Date	End Date	Term	Contract Quantity: % of Total Usage
12/1/2023	12/1/2023	12	50%
12/1/2024	12/1/2025	12	25%

Fixed Price: \$45.28 per MWh**Contract Quantity:** The Contract Quantity shall be % of **Total Usage**

If you agree to these terms and would like to execute this transaction, please deliver a signed copy via email to your bp representative.



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153 Halsey Newark, LLC

DocuSigned by:
By: *Jamie Graziano*
CB2CCE92AD864CC...
[Signature]

Name: Jamie Graziano

Title: Asset Manager

Date: 11/21/2023

BP Energy Retail Company LLC

By: _____
[Signature]

Name: _____

Title: _____

Date: _____



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SALES CONFIRMATION

FLEX+SELECT

This Sales Confirmation supplements, forms a part of and is expressly subject to that certain Master Retail Electricity Sales Agreement (the 'Master Agreement') dated November 21, 2023, as may be amended from time to time, (which is incorporated herein for all purposes, and along with this Sales Confirmation, is collectively referred to as the 'Agreement') between **153 Halsey Newark, LLC** ('Buyer') and **BP Energy Retail Company LLC** ('Seller'). Buyer and Seller may be individually referred to as 'Party' or collectively as 'Parties'. Terms that are capitalized but not otherwise defined in this Sales Confirmation shall have the meaning(s) ascribed to such terms in the Master Agreement or as defined in the applicable ISO tariff. In the event of inconsistency between the terms of this Sales Confirmation and the terms of the Master Agreement, the terms and conditions of the Sales Confirmation shall prevail. The Parties have agreed to transact as set forth below.

Sales Confirmation Effective Date: **November 21, 2023**

Start Date: The Service Start Date shall be the utility meter read occurring on or about **12/01/2023**

End Date: The Service End Date shall be the utility meter read occurring on or about **12/01/2026**

Term: **36 Months**

Pricing: Buyer will pay the sum of (1) the product of the Contract Price and the Contract Quantity (where both the Contract Price and the Contract Quantity are defined in a Transaction Confirmation or Term Sheet), (2) the Price Components to Buyer; and (3) the product of the Retail Adder and the Total Usage, and (4) Other Charges. To the extent that a component of the pricing is not defined in the Sales Confirmation or Master Agreement, then such component may be further defined in a Transaction Confirmation or Term Sheet.

$(CP \times CQ) + PC + (RA \times TU) + OC$, where:

CP = Contract Price

CQ = Contract Quantity

PC = Price Components

RA= Retail Adder

TU = Total Usage

OC = Other Charges

Retail Adder: The Retail Adder shall be fixed at a price of **\$58.38** per MWh for Total Usage, inclusive of the New Jersey Sales and Use Tax ('SUT').

Price Components: As shown in Figure 1, Buyer shall be invoiced on a pass-through basis for those Price Components that are marked with a 'P'. Price Components marked with 'F' shall be included in the Retail Adder.

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Figure 1:

Basis Charge	P
Consumption Variance	P
Capacity Charge	F
Transmission Charge ("NITS")	F
Transmission Enhancement Charge ("TEC")	F
Ancillary & Settlement Charges/Credits	F
Auction Revenue Rights	F
Renewable Portfolio Standards Charge ("RPS")	F

The Retail Adder does not include the following items ("Other Charges"):

1. DSP charges and credits invoiced to Seller by the applicable DSP for each Delivery Point.
2. Any other taxes and assessments imposed on the retail sales of electricity, including reimbursement for miscellaneous gross receipts taxes. This can include federal, state, municipal and local taxes, duties, fees or other charges imposed on Seller by any governmental authority, directly or indirectly, with respect to the electricity and other related products and services provided by Seller to Buyer's Service Accounts including any taxes enacted after the Effective Date.
3. Seller will pass-through the New Jersey Sales and Use Tax ("SUT") only for those Price Components that are marked with a "P" in Figure 1 above.

The Contract Price includes Capacity Charge; provided, however, Seller may adjust that component of the Contract Price on an annual basis starting June 1, 2025 based on a change in Buyer's UCAP Obligation and Final Zonal Net Load Price as defined by PJM. Such adjustment shall be passed-through without markup.

Network Integration Transmission Service: The Contract Price includes NITS; provided, however, Seller may adjust that component of the Contract Price on an annual basis based only on a change in network integration transmission service rates.

General Definitions

1. Ancillary & Settlement Charges/Credits - Applicable charges and/or credits for ancillary services and other ISO charges and credits as set forth in the applicable ISO Tariff and for other ISO costs not otherwise included in any of the defined cost components set forth herein. Applicable Ancillary Service Charges will be allocated based on Buyer's \$/MWh share of Seller's total portfolio costs for Ancillary Services.

2. Auction Revenue Rights - Annual distribution to firm transmission service customers which entitles holders to receive allocation of revenues from Annual FTR Auction(s).

3. Basis Charge - Defined for each Settlement Interval as the product of (i) the Contract Quantity and (ii) the difference between the Real Time or Day Ahead Settlement Point Price of the Load Zone and the Real Time or Day Ahead Settlement Point Price of the Delivery Point as specified in each applicable Transaction Confirmation or Term Sheet.

4. Capacity Charge - A charge for fulfilling resource adequacy requirements imposed by the ISO or otherwise.

5. Consumption Variance - When Buyer's Total Usage for a Settlement Interval is greater or less than the Contract Quantity agreed to be supplied via Transactions, then for each Settlement Interval and for each account, as applicable, Buyer shall receive a charge or credit equal to the product of (i) the excess or shortfall in Total Usage and (ii) the Day Ahead Price of Energy for the applicable Load Zone.

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6. Contract Price - The Contract Price shall be the price per MWh set forth in the applicable Transaction Confirmation or Term Sheet.

7. Contract Quantity - For all Transactions, the Contract Quantity shall be equal to an hourly quantity expressed in MWh specified for a time period and Delivery Point at a determined Contract Price. The Contract Quantity shall be delivered on a firm basis unless otherwise specified in a Transaction Confirmation or Term Sheet.

8. ISO - ISO means the applicable Independent System Operator.

9. Load Zone - A geographic area established by the applicable ISO from which the ISO derives aggregated data of MW-Hour net energy for load, and for which the ISO publishes prices used for settlement purposes. The applicable Load Zone(s) for Seller's account(s) are set forth in Figure 2.

10. Real Time or Day Ahead - The Real Time or Day Ahead Locational Marginal Price of Energy as published by the ISO for the specified Load Zone(s) or Delivery Point(s).

11. Renewable Portfolio Standards Charge ('RPS') - A charge for the market-based and/or ISO-administered costs, where applicable, reasonably calculated by Seller to satisfy Renewable Portfolio Standard requirements associated with Buyer's Delivery Point(s), specified in Figure 2.

12. Service Account Number - The unique numerical identifier of a meter for which Buyer requests service as specified in Delivery Point(s) Table, Figure 2.

13. Settlement Interval - The time interval designated by the applicable ISO in which the physical dispatch of electricity is also financially settled.

14. Transmission Charge ('NITS') - The charge for Network Integration Transmission Service as identified in the applicable ISO Tariff for the provision of transmission service by the ISO within the DSP's service territory.

15. Transmission Enhancement Charge ('TEC') - Charges incurred by Seller to satisfy transmission enhancement projects as identified in the applicable ISO Tariff.

Miscellaneous Provisions

Transactions: Transactions are procedures that allow Buyer to establish Contract Quantities. The Seller will be available for Transactions during business days from 8am to 4pm CST. Seller will make reasonable efforts to provide Contract Price quotes outside of these time periods. Transactions may be entered into, formed, and effectuated upon either oral agreement of the Parties, which agreement may be made orally in a telephone conversation between representatives of the Parties, via email or via a Transaction Confirmation as further described below. Buyer's representative can contact Seller via telephone at 281-653-1651 or via email to GTSGPTARetailCTD@bp.com. Upon receipt of such telephone call or email, Seller shall offer a quote to Buyer's representative orally in a telephone conversation, which Buyer's representative may accept or decline. Seller will make reasonable efforts to respond with a quote during such telephone call, and respond to such email within thirty (30) minutes. Quotes provided by Seller to Buyer's representative will reflect then-current market conditions with such 'basis differentials' if appropriate and such other relevant terms and conditions as Seller deems appropriate for the requested Transaction. The Parties shall be legally bound by a Transaction from the time their representatives agree to its terms. The minimum quantity for a Contract Price Transaction is one (1) MWh per hour for the Delivery Period specified in the applicable Transaction Confirmation for a minimum of a one-month term. Additional credit fees will not apply to Contract Price Transactions for the duration of the term of this Sales Confirmation. In addition, but not in lieu of the foregoing, Seller may provide to Buyer a confirmation confirming the Transaction (a 'Transaction Confirmation'). Unless Buyer objects in writing to any errors in a proposed Transaction Confirmation within two (2) business days of the Transaction date, such Transaction Confirmation shall be conclusive evidence of the Transaction and the final expression of all of its terms. Transaction Confirmations will be sent via email to the attention of Buyer's representative.

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Transaction Procedures: The procedures herein stated are adopted by the Parties as a means by which Transactions are formed, and the Parties are identified and authenticate a Transaction. A Transaction formed and effectuated by such procedures shall be considered a 'writing' or 'in writing' and to have been 'signed,' and this Sales Confirmation and any Transaction Confirmation shall be considered to constitute an 'original' document evidencing a Transaction. The Parties agree not to contest or assert a defense to the validity or enforceability of any Transaction entered into in accordance with these procedures. Each Party represents to the other Party that each of its representatives has authority to enter into an oral Transaction in accordance herewith.

Material Change: Buyer shall notify Seller of any change in its operations or activities that could reasonably be expected to result in a material change in Buyer's Metered Usage during the Term within a commercially reasonable period of time prior to the implementation of such change. 'Material change' shall mean Buyer's Metered Usage changes by more than 25% as compared to Baseline Usage and lasting more than 2 billing cycles. 'Baseline Usage' shall mean historical usage as measured by the DSP for the most recent 12-month period prior to the Service Start Date. In the event that such 12-month period data is not available, the Baseline Usage shall be determined based upon best available usage information. If Seller determines that Buyer's Metered Usage (a), as established by the DSP has materially changed or (b) is likely to materially change, in either case, as compared to past practice or the historical data provided by the DSP for Buyer's Delivery Points, Seller may, in addition to other remedies provided for herein, add to the amount paid by Buyer, as specified in the 'Pricing' section above, the amount necessary to account for Seller's incremental costs resulting from or likely to result from, as applicable, the change to Metered Usage.

On-Site Generation Disclosure: The Buyer hereby represents and warrants to Seller that there is no existing on-site generation installed at any of Buyer's Delivery Point(s) set forth in this Sales Confirmation, except as listed in Table 1 below. For any anticipated Material Reduction in Metered Usage related to new (or increased) self-generation, Buyer shall provide written notice to Seller no less than ninety (90) days prior to the anticipated change. Material Reduction shall mean Buyer's Metered Usage reduces by more than 15% as compared to Baseline Usage. If Seller determines that Buyer's Metered Usage has materially changed as a result of new or increased self-generation, Seller may add to the amount paid by Buyer, as specified in the Pricing section above, the amount necessary to account for Seller's incremental costs resulting from or likely to result from the change in Metered Usage.

Table 1:

Facility Name	Generation Type	Nameplate Capacity

Baseline Usage: 'Baseline Usage' shall mean the average twelve (12) months of usage identified in Table 2.

Table 2 (MWh):

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1018	990	1106	1000	1109	1133	1400	1339	1058	975	938	1000

Usage Beyond Expiration: In the event Buyer does not timely execute a new agreement prior to the Service End Date, whether by expiration or termination, then electricity supply services may continue hereunder following the Service End Date on a month to month basis until a new agreement is executed upon mutual agreement of the Parties (the 'Transition Period'). In lieu of the pricing described in this Agreement, Buyer shall pay Seller an amount during the Transition Period for full requirements service and a market adjusted price as determined by Seller in its sole and exclusive discretion for the relevant Delivery Point for the Account(s) plus \$5.00 per MWh (the 'Transition Price' or 'TP'). The amount owed by Buyer to Seller during the Transition Period shall be the product of the Transition Price and the Metered Usage adjusted to include Distribution and Transmission Losses.

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Adding and Deleting Accounts: Buyer is permitted to add or delete ESAs provided that there is no Event of Default by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. In the event that ESAs are added and/or deleted, the Parties shall modify the Service Accounts list accordingly subject to a 5% Metered Usage change allowance as compared to Baseline Usage provisions contained within the Sales Confirmation. The Parties hereby agree that a formal written Addendum to the Sales Confirmation shall be required if Service Accounts are simply being added/deleted without any additional changes to the respective Sales Confirmation.

Billing and Payment Terms: The Delivery Point(s) set forth shall be billed according to Dual bill methodology. Applicable to this Sales Confirmation, payment shall be due to Seller thirty (30) days after the billing date on the Buyer's invoice or the transmittal date on the email, whichever is later.

Customer Protection Rules: Buyer and Seller acknowledge and agree that, to the extent permitted by law, Buyer waives the application of consumer protection rules of the Board of Public Utilities, as now in effect or subsequently amended, that are intended to protect residential and very small commercial consumers. If there is any conflict between such consumer protection rules and this Agreement, the Parties acknowledge that this Agreement will control.

For Questions regarding Invoices, Billing Disputes or Otherwise: retailcustomercare@bp.com or (877) 432-4530 (toll free)

For Emergencies, Outages and Equipment Service, call your respective DSP ('wires' company) below. For verification purposes, use your DSP Account Number.

DSP	Contact Number
Rockland Electric Co	(877) 434-4100
JCPL	(888) 544-4877
ACE	(800) 833-7476
PSEG	(800) 436-7734

Signatures on next page.

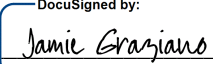
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IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Sales Confirmation Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

“BUYER”**153 Halsey Newark, LLC**

By:  _____
[Signature] CB2CCE92AD864CC...

Name: Jamie GrazianoTitle: Asset ManagerDate: 11/21/2023**“SELLER”****BP Energy Retail Company LLC**

By: _____
[Signature]

Name: _____

Title: _____

Date: _____

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Figure 2**Delivery Point(s):**

	DSP Account Number	Service Address	City	State	Zip Code	Load Zone	Utility	Est Start Date
1	PE000011796921 238753	153 Halsey St	Newark	NJ	07102	PSEG	PSEG	12/13/2023
2	PE000009420703 238742	153 Halsey St	Newark	NJ	07102	PSEG	PSEG	12/13/2023
3	PE000007963607 238761	153 Halsey St	Newark	NJ	07102	PSEG	PSEG	12/31/2023
4	PE000010394192 838657	153 Halsey St	Newark	NJ	07102	PSEG	PSEG	12/13/2023

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MASTER RETAIL ELECTRICITY SALES AGREEMENT

This **MASTER RETAIL ELECTRICITY SALES AGREEMENT** together with any "Sales Confirmation(s)" (and Transaction Confirmation(s) or Term Sheet(s), as applicable) (collectively, the "Agreement") is entered into and made by and between **BP Energy Retail Company LLC** ("Seller") and **153 Halsey Newark, LLC** ("Buyer"). This Agreement shall be effective as of **November 21, 2023** (the "Effective Date"). Seller and Buyer may be individually referred to as "Party" or collectively as "Parties". Pending the execution of a Sales Confirmation, Seller shall have the right, but not the obligation, to provide retail electricity services to Buyer under this Agreement. The Parties hereby agree as follows:

1. Purchase and Sale: Seller shall sell and Buyer shall purchase and receive electricity to meet Buyer's full electricity requirements for Buyer's identified Electric Service Account(s) ("ESA(s)") specified in the Sales Confirmation. The terms and conditions of the purchase and sale are set forth in this Agreement and in the Sales Confirmation. The electricity will be delivered to Buyer's Transmission and Distribution Service Provider ("DSP") corresponding to the Buyer's ESA (the "Delivery Point") and title to and risk of loss related to electricity shall transfer from Seller to Buyer at the Delivery Point. Buyer acknowledges and understands that the delivery of electricity to Buyer's ESA will be accomplished exclusively by the DSP from the Delivery Point to the ESA.

2. Metering: All measurement of electricity delivered hereunder shall be and can only be provided by the DSP for each Delivery Point. "Metered Usage" shall be defined as the metered usage as provided by the DSP. "Total Usage" shall be defined as the metered usage plus the applicable transmission and distribution losses plus unaccounted for energy ("UFE") as published by the entity entrusted with transporting energy in the form of electrical power on a state or regional level using fixed infrastructure (e.g. ERCOT, PJM) (the "Transmission Operator") and DSP. Seller may use estimated Metered Usage if measurements of usage are not received timely from the DSP, in which case Seller will indicate that an estimate was used and will make appropriate adjustments upon receipt of definitive data verifying Metered Usage.

3. Switching: Seller shall use commercially reasonable efforts to effectuate a timely switch of Buyer's ESA to Seller. Seller cannot guarantee a switch of Buyer's ESA to Seller will occur by a specific date, and Seller shall not be liable for delays in this process caused by the DSP. The "Service Start Date" shall be the date upon which a particular ESA is switched to Seller. The Service Start Date is typically the scheduled read date that occurs during the month and year identified as the Start Date specified in the Sales Confirmation. The "Service End Date" is typically the scheduled read date that occurs during the month and year identified as the End Date specified in the Sales Confirmation. Each ESA may have a separate Service Start Date and Service End Date.

4. Billing & Payment: Buyer will be invoiced the total amount due for electricity delivered to Buyer during each month in one of the following ways based on availability and eligibility of Buyer(s) ESA(s), which may change from time to time: (a) Dual Billing: Buyer will receive two invoices, one from Seller for amounts payable to Seller for its electricity ("Electricity Charges") and one from the DSP for the amounts payable by Buyer for services provided by the DSP ("DSP Charges"); or (b) DSP/Utility Consolidated: Buyer will receive one invoice from the DSP for both Electricity Charges and DSP Charges; or (c) Seller Consolidated: Buyer will receive one invoice from the Seller for both Electricity Charges and DSP Charges. All invoice types shall include all applicable DSP Charges on an invoice (as defined in the Sales Confirmation) and Taxes (as defined herein), and other charges allowed pursuant to this Agreement. Buyer and/or Buyer's representatives or agents will be given access to Seller's online invoicing system to retrieve invoices. Invoice notification and invoicing system access will be delivered to Buyer via email. Payment via ACH or wire transfer shall be due to Seller as set forth on the Sales Confirmation. All past due invoices will incur a late payment charge of one percent (1%) of the invoice amount and the outstanding balance will accrue interest at the lesser of one percent (1%) per month or the maximum amount allowable by law (the "Interest Rate"). Buyer shall be responsible for any and all collection costs incurred by Seller. If applicable, Buyer will continue to receive a separate invoice from the DSP for distribution and metering charges related to Buyer's receipt of electricity.

5. Disputed Amounts: Buyer will pay the undisputed amount of any invoice by the applicable due date. Buyer must provide written notice of any disputed amount to Seller not more than six (6) months from the date of Seller's invoice or such invoice will be deemed correct and accepted by Buyer. The Parties will use commercially reasonable efforts to expeditiously resolve any invoice disputed within the applicable time period. In the event of disputed DSP Charges and/or Metered Usage, Seller will use internal resources in an attempt to resolve the disputed charges on Buyer's behalf with the applicable DSP but in no event will Seller be obligated to take formal action or incur external costs to resolve any disputes with the DSP. In the event that Seller receives reimbursement from the DSP due to subsequent corrections, cancellations and/or rebills by the DSP, Seller will reimburse those to Buyer.

6. Blend and Extend - Rate Adjustment and Term Extension: At any time during the Term, Buyer may request that the Term be extended and the Contract Price (as defined in the Sales Confirmation) then in effect be changed. Upon request, Seller will submit an offer to Buyer reflecting a revised Contract Price and new Term.

7. Adding and Deleting Accounts: Buyer is permitted to add or delete ESA(s) provided that there is no Event of Default (as defined herein) by Buyer, and any such ESA to be added is located within the DSP area currently served by Seller. For specific details, please refer to the current Sales Confirmation(s).

8. Performance Assurance: If either Party determines in its reasonable discretion that the other Party's creditworthiness or ability to perform under this Agreement has become unsatisfactory due to a material adverse change in the financial conditions of the other Party then that Party (hereafter and for the purposes of this Paragraph (the "Requesting Party")) may require Performance Assurance. The Requesting Party shall provide the other Party (hereafter and for the purposes of this Paragraph (the "Receiving Party")) with written notice requesting such Performance Assurance in an amount determined by the Requesting Party in a commercially reasonable manner. Upon receipt of such notice the Receiving

Party shall have three (3) business days to provide such Performance Assurance to the Requesting Party. In the event that the Receiving Party fails to provide such Performance Assurance within three (3) business days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the Requesting Party shall be entitled to exercise any remedies set forth in this Agreement. Performance Assurance shall mean cash, letter(s) of credit, corporate guarantees, or other security each in form and amount reasonably acceptable to the Requesting Party.

9. Financials: Upon request, if not available on EDGAR or the Buyer home page on the World Wide Web, the Buyer shall provide: (i) a copy of its most recently available annual report containing audited consolidated financial statements and/or (ii) a copy of its most recently available quarterly unaudited consolidated financial statements.

10. Term: This Agreement shall commence on the Effective Date and shall continue in effect until (i) terminated earlier as provided in this Agreement or (ii) terminated by either Party upon 30 calendar days prior written notice to the other, except however, this Agreement will continue in full force and effect until the termination or expiration date specified in any active Sales Confirmation ("Expiration Date") (the "Term").

11. Assignment and Binding Effect: Neither Party may assign this Agreement without the express written consent of the other Party, which consent shall not be unreasonably withheld.

12. Regulatory Events: If there is a change in law, administrative regulation, rule, design or structure, order, judicial decision, statute, or a change in an interpretation, operation, administration or application of any of the foregoing (collectively, a "Regulatory Event") and such Regulatory Event causes Seller to directly or indirectly incur any capital, operating, commodity or other costs (including, but not limited to increased Taxes and redefinition of charges) relating to the provision of electricity contemplated herein above, or in addition to those existing prior to the date of the Regulatory Event, then Seller shall be permitted to pass through the economic effects of any such Regulatory Event to Buyer and Buyer shall pay or reimburse Seller for the dollar amounts attributable to such economic effects resulting from the Regulatory Event. Neither Party shall be obligated to perform under this Agreement if a Regulatory Event renders that Party's performance of its respective obligations illegal or impossible to perform, including, but not limited to the termination of retail sale of electricity.

13. Confidentiality: During the Term and for one (1) year afterwards, neither Party shall disclose the terms of this Agreement to a third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except in order to comply with applicable law. Each Party shall notify the other Party of any proceeding of which it is aware which may result in disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this Paragraph.

14. Event of Default: An "Event of Default" shall mean with respect to a Party (a "Defaulting Party"), the occurrence of any of the following: (a) the failure to make when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) a representation or warranty made by a Party to this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; (c) the failure of a Party to perform any covenant set forth in this Agreement which is not excused by Force Majeure or cured within five (5) business days after written notice thereof; (d) the failure of a Party to provide Performance Assurance in accordance with Paragraph 8; (e) the failure of Buyer to utilize Seller as its sole supplier of electricity for its ESA(s) specified in the Sales Confirmation at any time during the Term (including but not limited to a switch of Buyer's electric service to another provider); or (f) a Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent. A "Potential Event of Default" shall mean an event which, with notice or passage of time or both, would constitute or result in an Event of Default.

15. Remedies: (a) If an Event of Default or Potential Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right (i) to designate a day from the notice date of termination, which may be retroactive in time to the date Buyer's ESA(s) were unenrolled from Seller's supply service, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate all of the transactions and sales of electricity existing under this Agreement between the Parties (including any fixed price, or other fixed price components underlying the establishment of the Contract Price) (the "Terminated Transactions"), (ii) to withhold any payments due to the Defaulting Party under this Agreement, and/or (iii) to suspend performance including, but not limited to, the suspension of any further deliveries of electricity. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount (defined below) for the Terminated Transactions as of the Early Termination Date (or, if in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transactions are commercially impracticable to liquidate and terminate or may not be liquidated and terminated on the Early Termination Date, as soon thereafter as is reasonably practicable).

(b) For purposes of subparagraph (a) above, the "Settlement Amount" shall mean the present value of economic loss, plus any costs (including reasonable attorney's fees) incurred by either Buyer or Seller as the Non-Defaulting Party as a result of the early termination. For purposes hereof, the "present value" of any amount will be calculated in a commercially reasonable manner.

(c) If Buyer is the Defaulting Party, Seller's economic loss shall be calculated as follows: (i) the estimated undelivered volume of electricity that Buyer would have consumed from the Early Termination Date through the end of the applicable Term multiplied by the positive difference, if any, between the Contract Price or the Retail Adder, each as defined and set forth in the applicable Sales Confirmation and then current market price, plus (ii) in case of a variable product, the positive difference, if any, between the Contract Price and market price, multiplied by the remaining Contract Quantity (as defined and set forth in the applicable Sales Confirmation) for the Term.

(d) If Seller is the Defaulting Party, Buyer's economic loss shall be calculated as follows: (i) the estimated undelivered volume of electricity which Buyer would have consumed from the Early Termination Date through the end of the applicable Term multiplied by the negative difference between the Contract Price or the Retail Adder as set forth in the applicable Sales Confirmation and the price Buyer would have to pay to obtain the same service from a third party for the commercially reasonable price, plus (ii) in case of a variable product, the negative difference, if any, between the Contract Price and market price, multiplied by the remaining Contract Quantity for the Term.

(e) The Non-Defaulting Party shall aggregate all Settlement Amounts into a single amount by: netting out (i) at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Paragraph 8, plus any or all other amounts due to the Defaulting Party under this Agreement, against (ii) all Settlement Amounts that are due to the Non-Defaulting Party, plus any or all other amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party.

(f) As soon as practicable after the Non-Defaulting Party calculates the Termination Payment, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within five (5) business days after such notice is effective.

(g) Notwithstanding any other provision of this Agreement, if (i) an Event of Default, or (ii) a Potential Event of Default (defined below) shall have occurred and be continuing, the Non-Defaulting Party, upon written notice to the Defaulting Party, shall have the right (1) to suspend performance under this Agreement; provided, however in no event shall any such suspension continue longer than ten (10) business days, unless an Early Termination Date shall have been declared and notice thereof has been given pursuant to this Paragraph, and (2) to the extent that an Event of Default shall have occurred and be continuing, to exercise any remedy available at law or in equity.

16. Entirety of Agreement: It is the intention of the Parties that this Agreement constitutes the entire agreement between the Parties, contains all terms, conditions, and protections in any way related to, or arising out of, the subject matter hereunder and supersedes all prior agreements, written or oral, or representations of any brokers or sales representatives.

17. Force Majeure: (a) Except for obligations for the payment of money, and in accordance with subparagraph (b) below, if either Party is rendered unable, wholly or in part, to perform its physical obligations under this Agreement (including but not limited to the delivery or receipt of electricity hereunder) due to Force Majeure, the physical obligations of each Party will be suspended for the duration of any inability to perform. A Party claiming Force Majeure (the "Claiming Party") will notify the other Party in writing as soon as possible following such occurrence, describing the nature, and estimated duration of such inability to perform. The cause of such inability to perform will be remedied with all reasonable dispatch. "Force Majeure" means any event or occurrence (including, but not limited to "Acts of God") that is beyond the control of a Party and that: (i) was not anticipated as of the date of this Agreement; (ii) was not the result of the negligence of the Claiming Party; and (iii) which, by the exercise of due diligence, the Claiming Party was unable to avoid or cause to be avoided. A claim of Force Majeure may not be based on: (i) Buyer's inability to economically use electricity purchased under this Agreement; (ii) Buyer's election to close, sell, abandon or materially curtail or discontinue operation of Buyer's facilities due to any economic circumstance; (iii) a Party's inability to acquire electricity at a particular price; or (iv) a Party's ability to sell electricity at a price above the Contract Price.

(b) Where Buyer is the Claiming Party, Buyer will provide notice to Seller of any event of Force Majeure immediately upon Buyer becoming aware of the applicable event of Force Majeure. Such notice shall be initially provided to Seller by telephone to the following number: 281-653-1651; provided that for any such claim of Force Majeure to be effective, Buyer will also promptly provide written notice of the event of Force Majeure to Seller in accordance with subparagraph (a) above.

18. Forward Contract: The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

19. Indemnification: SELLER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CLAIMS, DAMAGES AND ACTIONS OF ANY KIND ARISING FROM PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, DEATH), TANGIBLE PROPERTY DAMAGE OR ANY OTHER DAMAGES ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT OCCURRING PRIOR TO THE DELIVERY POINT WITH RESPECT TO THE ELECTRICITY PROVIDED PURSUANT TO THIS AGREEMENT. BUYER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY CLAIMS, DAMAGES AND ACTIONS OF ANY KIND ARISING FROM PERSONAL INJURY (INCLUDING WITHOUT LIMITATION, DEATH), TANGIBLE PROPERTY DAMAGE OR ANY OTHER DAMAGES ARISING FROM OR OUT OF ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT OCCURRING AT AND FROM THE DELIVERY POINT WITH RESPECT TO THE ELECTRICITY PROVIDED PURSUANT TO THIS AGREEMENT.

20. Limitation of Remedies, Liability, Damages & Disclaimer of Warranties: FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY WILL BE THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES INTEND THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSES RELATED THERETO INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE CHARACTERIZED OR DEEMED TO BE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, WITH RESPECT TO THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT, INCLUDING EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT.

21. Modification of Agreement: Any alteration, deletion or addition to the Agreement shall be effective only if made in a written amendment executed by both Parties. No amendment or modification shall be made to this Agreement by course of performance, course of dealing or consumption of trade, or by the failure of a Party to object to a deviation from the terms of this Agreement.

22. No Third Party Beneficiaries; Relationship of the Parties: There are no third party beneficiaries to this Agreement. Seller and Buyer agree that nothing in this Agreement shall be construed to constitute or imply a joint venture, partnership or association or the creation or existence of any fiduciary duty, or similar obligation or liability between Seller and the Buyer.

23. Severability: If any provision of this Agreement is held to be invalid, its invalidity shall not affect the validity of any other provision of the Agreement.

24. Survival: All confidentiality, indemnity, liability limitation and disclaimer provisions, as well as any other provision that by its nature is intended to survive termination, will survive the termination of this Agreement.

25. Taxes: Buyer will reimburse Seller for all Taxes identified or incurred hereunder, whether imposed on Buyer or Seller. Seller may collect such Taxes from Buyer by increasing invoice charges for the amount of such Taxes. Buyer will notify Seller in writing of any exemptions from Taxes to which Buyer claims entitlement and will provide Seller with all exemption certificates and other information that may be required by taxing authorities or requested by Seller to support and confirm entitlement to such exemptions, and until such certificates and other information are provided, Seller will not recognize any exemption. "Taxes" shall mean those jurisdictional taxes identified in the Sales Confirmation.

26. UCC: Except as otherwise provided in the Agreement, the Uniform Commercial Code ("UCC") shall apply to this Agreement, and electricity shall be a "good" for purposes of the UCC.

27. Representations and Warranties: Each Party represents to the other that as of the Effective Date of this Agreement: (a) it is validly existing and in good standing in the jurisdiction of its formation; (b) it has not filed, does not plan to file, and has not had any bankruptcy proceeding filed against it; (c) execution of this Agreement has been duly authorized and is a valid and enforceable obligation; and (d) it is not a party to or subject to any commitment that may restrict or interfere with the delivery of electricity under this Agreement. Each Party further represents and warrants that it is in compliance with and will comply with all applicable local, state and federal laws and regulations, in all material respects. Buyer represents to Seller during the Term that: (a) the information provided concerning its ESA(s) is true and correct to its general knowledge; (b) any transactions entered into by Buyer related to this Agreement are understood by Buyer and made at Buyer's sole election in the exercise of independent judgment and Buyer assumes any risk associated with them; and (c) it is purchasing electricity for its commercial or industrial business, strictly for its own use, and the ESA(s) to be served hereunder are not classified by the applicable DSP as a residential customer.

28. Venue/Governing Law/Waiver of Jury Trial: In the event of any dispute, controversy or claim between the Parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof (collectively, a "Dispute"), the Parties shall attempt in the first instance to resolve such Dispute through direct negotiations between the Parties. If such negotiations do not result in a resolution of the Dispute within ten (10) business days after written notice by a Party to the other Party describing the Dispute and requesting direct negotiations, then the exclusive venue for the resolution of all Disputes shall be the Federal or State courts located in Houston, Texas. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas with each party waiving any right it may have to a trial by jury in respect of any proceedings relating to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS RELATING TO THIS AGREEMENT.

29. Notices: All notices, invoices, other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email. The communications shall be sent to the following addresses, and shall be effective when received:

Seller Notices:

(Contract Issues)

To: BP Energy Retail Company LLC
Address: 201 Helios Way
Houston, TX 77079
Attn: Customer Care
Phone: (877) 432-4530
Email: RetailCustomerCare@bp.com and
RetailContractAdmin@bp.com
FEIN: 20-5936915

(Payments)

Email: RetailRemitAdvice@bp.com

(Notices of Default)

Email: RetailNoticesofDefault@bp.com and
RetailCustomerCare@bp.com

Buyer Notices:

(Contract Issues)

Attn: Jamie Graziano
Address: 153 Halsey St
Newark, NJ 07102

Phone: (484) 574-0499
Fax:
Email: jgraziano@shiftcapital.us
Federal Tax ID No.:

(Invoicing)

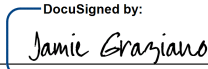
Attn: Jamie Graziano
Phone: (484) 574-0499
Email: jgraziano@shiftcapital.us

30. Counterparts: This Agreement may be executed through the use of PDF/email or electronic signatures which shall constitute "original" signatures.

31. Buyer's Signatory: This Agreement shall be executed on behalf of Buyer by a person who is authorized to sign contracts such as this so that it constitutes a valid and enforceable obligation on Buyer. That said, if requested by Seller, Buyer will provide a letter of authorization ("LOA") acceptable to Seller which confirms that Buyer's signatory is empowered to bind Buyer to the terms herein.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date written above.

"BUYER"**153 Halsey Newark, LLC**

By: 
Name: Jamie Graziano
Title: Asset Manager

"SELLER"**BP Energy Retail Company LLC**

By: _____
Name: _____
Title: _____

Certificate Of Completion

Envelope Id: 1477B01788DB43BB8F2AC3FDAD4B8CD5

Status: Completed

Subject: Complete with DocuSign: 2023 11 20_153 Halsey Newark LLC_Term Sheet.pdf, MRESA-153 Halsey Newar...

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 0

Ryan Kalke

AutoNav: Enabled

5010 E Trindle Rd, STE 200

Enveloped Stamping: Enabled

Mechanicsburg, PA 17050

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ryan@utilityratesanalysts.com

IP Address: 73.130.213.236

Record Tracking

Status: Original

Holder: Ryan Kalke

Location: DocuSign

11/21/2023 11:09:06 AM

Ryan@utilityratesanalysts.com

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

Jamie Graziano

jgraziano@shiftcapital.us

Asset Manager

707 Broad Newark LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:

CB2CCE92AD864CC...

Sent: 11/21/2023 11:22:08 AM

Viewed: 11/21/2023 1:50:10 PM

Signed: 11/21/2023 2:44:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 38.106.77.41

Electronic Record and Signature Disclosure:

Accepted: 11/21/2023 1:50:10 PM

ID: 07ffe252-27c9-4125-9ec8-c1af8293304e

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

Envelope Sent

Hashed/Encrypted

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Certified Delivered

Security Checked

11/21/2023 1:50:10 PM

Signing Complete

Security Checked

11/21/2023 2:44:58 PM

Completed

Security Checked

11/21/2023 2:44:58 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, URA, Inc. (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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 signing session and, if you elect to create a DocuSign signer account, you may access them 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 URA, Inc.:

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: jesse@utilityratesanalysts.com

To advise URA, Inc. of your new e-mail address

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

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from URA, Inc.

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 e-mail to jesse@utilityratesanalysts.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with URA, Inc.

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jesse@utilityratesanalysts.com and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify URA, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by URA, Inc. during the course of my relationship with you.