

NATURAL GAS SALES AGREEMENT

This Natural Gas Sales Agreement ("AGREEMENT") effective: AUGUST 30, 2016 by and between, **WOODRUFF ENERGY US LLC** (the "Seller") and **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ)** (the "Buyer") sets forth the general terms and conditions that will be applicable to the purchase and sale of natural gas.

1. **TERM:** The term of this Agreement shall be from: DECEMBER 2016 through the meter reading date in NOVEMBER 2018.

2. **PRICE:** The price for the agreement shall be as follows:

For all participants in the Elizabethtown Gas Territory the price is a Fixed Price of \$4.18/Dth

all prices are exclusive of NJ Sales & Energy Reform Tax for all gas delivered to the "City Gate", also excluded are all charges of the LDC (utility), including line loss. Upon agreement expiration and in the event a new agreement has not yet been signed, pricing shall be on a month to month basis priced at the Monthly Index Settle + \$.60/Dth. The Monthly Nymex & Index Settle is as published in "Gas Daily" for the customer's respective utility.

3. **DELIVERY:** Seller provides delivery of natural gas to the LDC, (Local Distribution Company) where the LDC receives gas from the delivering interstate natural gas pipeline(s), commonly referred to as the "City Gate".

4. **NOTICES:** Except as otherwise expressly provided in this Agreement, every notice, statement or Confirmation Letter provide for in this Agreement shall be in writing, directed to the party to whom given and mailed, (physically or electronically), or by other electronic means at such party's address as specified on page two (2) of this agreement.

5. **QUALITY:** All natural gas sold hereunder shall be of a quality meeting LDC specifications.

6. **QUANTITY:** Seller agrees to sell and Buyer agrees to buy the full requirements of natural gas at the rates referenced in Section 2. **PRICE**.

7. **TRANSPORTATION:** This Agreement is contingent on execution of all Intrastate and Interstate transportation agreements required for this transaction. Seller shall arrange and be responsible for the shipment of natural gas to the Delivery Point(s) and Buyer will be required to sign the necessary service agreement with each LDC should there be any such requirement. Seller shall be responsible to furnish Buyer with any such paperwork. Buyer authorizes Seller to act as agent solely for the purpose of providing nominations, balancing and other services required by The LDC. All natural gas sold and delivered hereunder shall be measured at the Delivery Point in accordance with the procedures established by the Pipeline Company(s).

8. **BILLING AND PAYMENT:** Seller shall render an invoice to the Buyer, which shall include quantities of gas purchased on a monthly basis, for gas purchased and received by the Buyer during the preceding month. The Buyer shall pay all amounts by the tenth (10) day. If any invoice is not paid when due, and Buyer fails to cure any nonpayment within fifteen (15) days, then Seller may cease deliveries. Interest on any unpaid amount will accrue at 1%,(one percent), per month and shall be payable by the buyer to the seller. All notices will be sent to Seller and Buyer to the respective addresses, unless either party notifies the other in writing.

9. **TITLE:** Seller hereby warrants good title to the gas sold and delivered to the delivery point(s) hereunder the title to such gas shall pass to Buyer at the "City Gate". Seller shall pay or cause to be paid all royalties and other sums relating to the production and transportation of natural gas to the Delivery Point(s). Buyer shall be responsible for sales, usage and any other related taxes.

10. **FORCE MAJEURE:** Neither party shall be in anyway liable to the other for any inability to fully or partially perform any term of this agreement (other than Buyers obligation to pay for gas previously delivered) if such party's inability is caused by or results from directly or indirectly, from any act of God: Federal, state,

municipal, legislation, or regulation; fires, floods, storms, earthquakes, or other natural occurrences, war, strikes, lockouts or accidents; failure of facilities; failure of any pipeline or utility to accept or transport any natural gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party so claiming such inability.

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

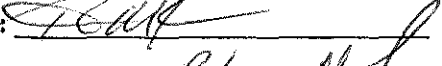
This contract is valid for all the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ) accounts as listed in the Bid Specifications with the bid opening date of August 30, 2016 and in Attachment A.

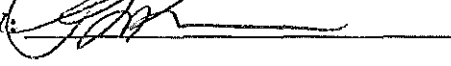
Woodruff Energy US LLC
Robert M. Petracci, Vice President
PO Box 777
Bridgeton, NJ 08302-0499
Customer Services
Tele: (856) 455-1111
Fax: (856) 455-4085

Customer: Educational Services Commission of New Jersey (ESCNJ)
Address: 1660 Stelton Rd
City St.: Piscataway, NJ 08856
Attn: Pat Moran - SBA
Tele: 732-777-9848 x 312
Fax: 732-777-9855

SELLER: AGREED TO AND ACCEPTED
THIS 16 DAY OF September 2016

BUYER: AGREED TO AND ACCEPTED
THIS 16th DAY OF September 2016

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

BY: 
PRINT NAME: Patrick M. Moran
TITLE: Business Administrator/Board Secretary