



HESS CORPORATION

One Hess Plaza, Woodbridge, NJ 07095

Phone: 1-800-HESS-USA

www.hessenergy.com

Marketer Name Bid Sales, NJ/PA Metro

Date 04/15/2010

Time 12:19:27PM

CUSTOMER INFORMATION

Customer Name Randolph Twp Bd of Ed

New

Renewal

Contact Name Frank Wrede

Billing Contact

Address ~~2 Emery Avenue~~ *25 SCHOOL HOUSE RD* Randolph, NJ 07869

Billing Address

Telephone 973-328-2769

Fax 973-328-4706

Telephone

Fax

NATURAL GAS TRANSACTION CONFIRMATION

This Transaction Confirmation confirms the terms of the Gas Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Multiple Commodity Master Agreement between Buyer and Seller dated 04/15/2010. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. Gas volumes will be adjusted for Utility line loss, where applicable. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date the Agreement is executed and returned by Buyer. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations	Service Address	Utility Account No	Rate
	2 Emery Avenue <i>25 SCHOOL HOUSE RD</i>	10-1149-2195-15-00642999-001-00098195	CTB
	2 Emery Avenue <i>HOUSE RD</i>	10-1149-2205-16-00535735-001-00097629	CTB
	2 Emery Avenue	08-1136-2780-14-00509047-001-00310745	CTB
	2 Emery Avenue	10-1148-1000-1Y-00268169-001-00088997	CTB

Delivery Period	Begin: 06/01/2010	End: 05/31/2012
	The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.	
Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms ("collectively the "Renewal Term") until either Party notifies the other Party in writing, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then market price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.		

Delivery Point	NJN/NJN DCQ POOL
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Contract Quantity (Dth)	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below.			
	_____ Daily	<input checked="" type="checkbox"/> Monthly		
	June	85	December	3,458
	July	78	January	5,592
	August	65	February	4,933
	September	85	March	3,236
	October	1,090	April	1,690
	November	1,723	May	281

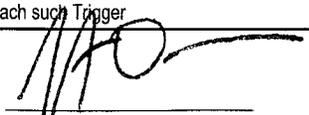
Tax Exemption Status	<input type="checkbox"/> Non-exempt <input type="checkbox"/> Exempt If exempt, must attach certificate.
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Purchase Price	Nymex Plus: \$1.00473 /Dth
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Special Provisions	NYMEX PlusPricing: Your "Responsible Trigger Contact(s)" have been identified as John Deese [JDeese@hess.com]. Seller will generate a Trigger Confirmation to be sent to your Responsible Trigger Contact each time the Commodity charge is fixed. Each such Trigger
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Buyer's Initials _____

Seller's Initials 

Confirmation is to be regarded as a part of this Transaction Confirmation. All transactions are binding upon execution. Any notices regarding those transactions must be sent to trigger@hess.com. Changes to the Responsible Trigger Contact must be communicated in writing through your Hess Account Manager.

The Purchase Price of the Contract Quantities will equal the sum of a "Commodity" charge and a "Basis" charge. Subject to the date restrictions below. The per Dth Commodity charge may be set by agreement of the parties at any time prior to 1:00 PM on the expiration date of the applicable month's New York Mercantile Exchange ("NYMEX") futures contract. If the parties do not agree on a price by 1:00 PM on the expiration date for the applicable month, the Commodity charge for that month will default to the settlement price on the expiration date of the month's NYMEX natural gas futures contract. The Basis charge will be \$1.00473 per Dth for the Purchase Period.

Date Restrictions: Buyer acknowledges that the Commodity charge may not be set (fixed) for more than 24 months but in no event beyond the "Max Commodity Date". The Max Commodity Date is defined as the latest date up to which you may fix your Commodity charge, and is posted on the secure section of HessEnergy.com. The Max Commodity Date is currently 10/31/2012. The Seller reserves the right to amend these date restrictions at its sole discretion.

The Buyer acknowledges that it is acting for its own account, and it has made its own independent decisions and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation, nor will any communication (written or oral) received from the Seller be deemed to be an assurance or guarantee as to any results expected from executing this Transaction Confirmation.

NEW JERSEY:

As required by law, the price shown on the invoice will include New Jersey State Sales Tax.

In case of emergencies or leaks please contact your local utility directly.

Elizabethtown (800) 492-4009 NJ Natural Gas (800) 427-5325

PSEG (800) 350-7734 South Jersey Gas (800) 582-7060

The Hess Corporation License number issued by the BPU in New Jersey is GSL-0015.

For inquiries related to your purchase please contact Hess at the address above. For general inquiries related to the sale and delivery of gas you may contact the New Jersey Board of Public Utilities: at 1-800-624-0241, write the New Jersey Board of Public Utilities, Two Gateway Center, Newark, NJ 07102, or visit the BPU web site at <http://www.bpu.state.nj.us>.

Upon any discontinuance of service by Hess, Hess will return the Customer to full utility service by the next effective drop date permitted by the utility and upon at least thirty (30) days prior notice.

PLEASE SIGN AND RETURN THIS CONFIRMATION LETTER BY FACSIMILE TO 732-750-6933 .

BUYER: Randolph Twp Bd of Ed

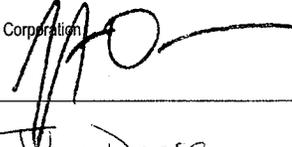
By: _____

Print Name: _____

Title: _____

Date: _____

SELLER: Hess Corporation

By:  _____

Print Name: John Deese

Title: Govt Sales Mgr

Date: 4/27/10

Buyer's Initials _____

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Seller's Initials  _____



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Fax 973-328-4706

Telephone

Fax

MULTIPLE COMMODITY MASTER AGREEMENT

This Multiple Commodity Master Agreement ("MCMA") is entered into between Hess Corporation ("Seller"), and the customer named above ("Buyer" or "Customer") (each a "Party" and jointly "Parties").

1. **Transactions:** The terms of this MCMA apply to all sales of electric power ("Electricity"), natural gas ("Gas") and fuel oil ("Fuel"), (each a "Commodity", and, collectively, the "Commodities") by Seller to Buyer (each such sale a "Transaction"). A Transaction will be memorialized in a Transaction Confirmation signed by both Parties. If a conflict arises between the terms of this MCMA and a Transaction Confirmation, the Transaction Confirmation will be controlling. All Transactions, together with this MCMA, any amendment to this MCMA and the related Transaction Confirmations form a single, integrated agreement between the Parties ("Agreement") and supersede all prior oral and written communications with respect thereto.

2. **Performance:** The Parties obligations hereunder are Firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and deliver, the Contract Quantity at the applicable Delivery Point during the specified time period. Buyer will use the Commodities only at the listed Service Locations, and will not resell the Commodities or use them at other locations without Seller's written consent.

3. **Definitions:** The following terms will have the meanings set forth below: "**Ancillary Services Costs**" means the costs incurred in providing services necessary to support the transmission of Electricity from generators to loads, while maintaining reliable operation of the RTO's or ISO's power system in accordance with good utility practice and reliability rules; including, without limitation, the costs of providing scheduling, system control and dispatch service; reactive supply and voltage support service; regulation service; energy imbalance service; operating reserve service (including spinning reserve, 10-minute non-synchronized reserves and 30-minute reserves and forward and locational reserves); black start capability and ISO or RTO administration charges. "**Balancing Charges**" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balance and/or nomination requirements. "**Bankrupt**" means, with respect to any entity, the entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (v) is generally unable to pay its debts as they fall due, or (vi) has a secured party take possession of all or any substantial portion of its assets. "**Business Day**" means any day, other than a Saturday or Sunday, on which banks are open for general commercial business in New York, New York. "**Code**" means Title 11 of the United States Code, 11 U.S.C. §§101 et seq., as amended from time to time. "**Contract Quantity**" means the quantity of a Commodity to be sold and purchased as agreed to by the Parties in each Transaction Confirmation. "**Credit Assurance**" means additional security which may include collateral deposits, prepayments, letters of credit or other guarantees of payment or performance reasonably acceptable to Seller. "**Curtailement**" means a reduction in usage ordered by the Utility, ISO or RTO. "**Delivery Point**" has the meaning set forth in the applicable Transaction Confirmation. "**Firm**" means that Buyer or Seller may interrupt its performance without liability only to the extent that such performance is prevented by reason of Force Majeure or a Utility interruption. "**Force Majeure**" means any cause not reasonably within the control of the Party claiming suspension and that could not have been prevented by the exercise of reasonable diligence. "**Interest Rate**" means 1.5% per month or, if lower, the maximum amount permitted by applicable law. "**ISO**" means Independent System Operator. "**Laws**" mean all tariffs, laws, orders, rules, taxes and regulations. "**Liquidation Value**" means the gains, losses and costs (including, without limitation, the costs of obtaining, maintaining and liquidating commercially reasonable hedges) incurred as a result of a liquidation or termination, as the result of a Material Usage Deviation or as the result of a failure to accept the Commodity or Commodities, as applicable, in each case determined in a commercially reasonable manner. "**Market Disruption Event**" means, with respect to an index specified for a Transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Purchase Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both Parties agree that a material change in the formula for or the method of determining the Purchase Price has occurred. "**Market Price**" means, with respect to a Transaction, the price for similar quantities of the applicable Commodity at the Delivery Point during the applicable Delivery Period. "**Material Usage Deviation**" means a deviation in Buyer's usage from Buyer's Contract Quantity of +/- 25% or more on a daily and/or monthly basis. "**On-Peak**" and "**Off-Peak**" will have the meanings given to such terms by the applicable RTO or ISO. "**On-Peak Usage**" means the usage during On-Peak periods at the Service Location(s) as determined by Seller in a reasonable manner, based on Buyer's usage and either or both of the following sources: (a) interval meter data for the listed Service Location(s) (as available), or (b) the load profile assigned to Buyer's rate class and made available by Buyer's utility. "**Purchase Price**" means, with respect to a Transaction, the amount expressed in U.S. Dollars to be paid by Buyer to Seller for the purchase of a specified Commodity as agreed to by the Parties with respect to such Transaction. "Renewable Portfolio Standards ("RPS") or Alternative Energy Portfolio Standard ("AEPS") is a regulation that requires suppliers to directly or indirectly source energy from renewable/alternative energy sources. "**RTO**" means Regional Transmission Organization. "**Service Location**" means the location utilizing the applicable Commodity as set forth in a Transaction Confirmation. "**Taxes**" means all applicable federal, state and local taxes, including, without limitation, any applicable penalties and interest. "**Transaction Confirmation**"

FFT Exhibit 9, 5-11-2010

Buyer's Initials _____

Seller's Initials AWO

means a document setting forth the terms of a Transaction for the purchase and sale of a Commodity. "**Transporter(s)**" means all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller upstream or downstream, respectively, of the Delivery Point with respect to any Transaction. "Unforced Capacity" ("UCAP") means the generation capacity requirement as determined by Customer's Utility or ISO/RTO. "**Utility**" means a state regulated entity engaged in the distribution of natural gas or electricity.

4. Purchase Price: Buyer will pay to Seller the Purchase Price for any Commodity purchased by Buyer pursuant to the terms of each Transaction; provided however, that, with respect to transactions for Electricity, if (a) a Purchase Price is not specified for such a Transaction, or (b) if such a Transaction automatically renews in accordance with its terms and no Purchase Price is specified for such renewal, the Purchase Price for such Transaction shall be the sum of the following amounts for each relevant hour: (i) the hourly spot price of Electricity at the Delivery Point for such hour times the hourly load, plus (ii) the actual Ancillary Service Costs during such hour, plus (iii) the price of Unforced Capacity, plus (iv) transmission costs, plus (v) RPS/AEPS costs, plus (vi) applicable RTO and ISO market charges, and plus (vii) all other applicable regulatory and Seller administration fees. The Purchase Price for Electricity specified for any Transaction will include energy costs, Unforced Capacity costs, Ancillary Services Costs, RPS/AEPS costs, transmission costs and applicable RTO and ISO market charges. Buyer acknowledges that such charges with respect to Electricity are based on the established RTO and ISO tariffs and Open Access Transmission Tariffs ("OATT") that are in effect as of the date service hereunder commences. Seller reserves the right to adjust the Purchase Price for Electricity due to changes in the OATT rate design or market structure design, provided that such right shall be limited to reflecting the charges or actual costs to Seller caused by changes in such rate design or market structure design. In the event of such an adjustment, Seller shall provide Buyer with a reasonable explanation of the OATT rate design or market structure design changes and the corresponding price adjustments. If, during the Term of this Agreement, the Utility changes Buyer's monthly capacity and/or transmission requirement, and, as a result, Seller incurs additional costs for capacity and/or transmission to serve Buyer, Seller will pass through to Buyer, and Buyer will pay, any additional capacity, transmission and/or other costs that Seller incurs as a result of such change. If a Market Disruption Event occurs with respect to an index specified for a Transaction, then the Parties shall negotiate in good faith to agree on a replacement price for such index (or on a method for determining a replacement price) for the affected day, and if the Parties have not so agreed on or before the second Business Day following the affected day, then the replacement price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for the price of the Commodity for the affected day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either Party fails to provide two quotes, then the average of the other Party's two quotes shall determine the replacement price.

5. Material Usage Deviation, Curtailments: The Contract Quantity will be set forth in each Transaction Confirmation.

A. For Transactions involving the purchase and sale of Gas only, if Buyer is notified by its Utility to curtail its usage under a Transaction, in whole or in part, Buyer will curtail or alter its usage as directed. If Buyer fails to curtail or alter its usage or does not provide prior notice of a Material Usage Deviation in Buyer's monthly usage from the total monthly Contract Quantity or in Buyer's daily usage from the average daily Contract Quantity, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility and the Liquidation Value and costs associated therewith, in each case resulting from such failure or Material Usage Deviation as reasonably allocated to Buyer by Seller. Prior notice is defined as five (5) Business Days before the end of the month for monthly, and forty-eight (48) hours before the start of the gas day for daily, Material Usage Deviations. If, in any month, there is a Material Usage Deviation, Buyer will be responsible for the Liquidation Value and the costs associated with purchasing incremental Gas to cover excess usage, or selling excess Gas resulting from lower usage, in each case incurred in connection with such Material Usage Deviation. Payment by Buyer of any Liquidation Value or Balancing Charges will be due upon receipt of an invoice from Seller for same.

B. For Transactions involving the purchase and sale of Electricity only, if, in any month, there is a Material Usage Deviation, Buyer will be responsible for the Liquidation Value and the costs associated with purchasing incremental Electricity to cover excess usage, or selling excess Electricity resulting from lower usage, in each case incurred in connection with such Material Usage Deviation. If Buyer is notified by the ISO or RTO to curtail its usage under a Transaction Confirmation, in whole or in part, Buyer will notify Seller of the Curtailment and curtail or alter its usage as directed. If Buyer fails to curtail or alter its usage or does not provide prior notice of any actual or anticipated Material Usage Deviation, Buyer will also be responsible for all resulting costs assessed by the ISO and/or the RTO and the Liquidation Value associated therewith, in each case resulting from such failure or Material Usage Deviation as reasonably allocated to Buyer by Seller. Scheduling penalties and related charges resulting from Buyer's failure to communicate timely any changes, or to take or dispatch agreed-upon confirmed volumes, will be the responsibility of Buyer. Payment by Buyer of any Liquidation Value and/or other costs, charges and penalties will be due upon receipt of an invoice from Seller for same.

6. Taxes: Seller shall pay any and all Taxes associated with the Commodity sold under this Agreement which become due prior to the Delivery Point. Buyer shall pay all Taxes associated with the Commodity sold under this Agreement which become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of Buyer. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf. Any new Tax which may be imposed during the term of this Agreement prior to the Delivery Point shall be the responsibility of the Seller; any new Tax which may be imposed during the term of this Agreement at or after the Delivery Point shall be the responsibility of the Buyer. Seller will indemnify, defend and hold Buyer harmless from any liability against all Seller's Taxes. Buyer will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, and Buyer will be liable for any sales or use tax and associated interest or penalties assessed against Seller due to Buyer's failure to timely provide or properly complete any such documentation. Liabilities imposed in this section will survive the termination of this Agreement.

7. Billing and Payment: Seller will invoice Buyer for the Commodity delivered under each Transaction and any other amounts incurred by Buyer under this Agreement. If the volumes delivered cannot be verified by Seller at the time the invoice is issued, the invoice volumes will be based on Seller's good faith estimate of the volumes delivered. Seller will adjust Buyer's account following confirmation of the actual volumes delivered and will also adjust Buyer's account for amounts resulting from any discrepancy or adjustment advised, specified or required by a Utility, or as a result of an adjustment to, or recalculation of, Taxes. No retroactive adjustments will be made beyond a period of twenty-four (24) months from the date of a billing discrepancy; provided, however, that as long as notice of any discrepancy is given by either Party to the other Party during such twenty-four (24) month period, the Parties acknowledge that the actual resolution of such discrepancy and the determination of any amounts owed may occur after the end of such twenty-four (24) month period. Buyer will make payment pursuant to Seller's invoice instructions within fifteen (15) days of the date of Seller's invoice. Unless disputing an invoice as provided for in Section 8, if Buyer fails to remit the full amount payable by it when due, interest will accrue daily on outstanding amounts from the due date until the invoice is paid in full at the Interest Rate. The Parties shall net all undisputed amounts due and owing, and/or past due, on the same date, arising under this Agreement such that the Party owing the greater amount shall make a single payment of the net amount to the other Party in accordance with this Section 7.

8. Disputed Invoices: If Buyer disputes any invoiced amount, Buyer will contact Seller immediately and pay the undisputed amount by the payment due date. The Buyer will have five (5) days after receipt of Seller's response to resolve the disputed amounts. If resolution is not reached in five (5) days, Buyer will pay the balance of the original

invoice.

9. Financial Responsibility: Seller's acceptance of this Agreement and Seller's entry into each Transaction is conditioned on Buyer, its parent, any guarantor or any successor in interest thereto maintaining its creditworthiness during the term of this Agreement. If Seller determines in its good faith judgment that Seller has reasonable grounds for insecurity as to the Buyer's ability or willingness to perform any or all of its obligations under this Agreement, Seller may require Credit Assurance for the payment of sums due under this Agreement. Following any demand for Credit Assurance and until such time as Seller receives such Credit Assurance, Seller shall have the right to withhold any payments or suspend any deliveries hereunder. In addition, Buyer represents and warrants that it will immediately notify Seller of any change in its ownership.

10. Changes in Laws: This Agreement is subject to all Laws. If a change in Laws (excluding new or modified Taxes) affects the Purchase Price in any Transaction, the Purchase Price will be adjusted to restore, to the maximum extent feasible, the economic benefits and burdens of the Transaction, provided that, either Party may terminate the affected Transaction upon thirty (30) days written notice if a change in Laws (except new or modified Taxes) materially and adversely affects the Purchase Price. In the event a Party terminates an affected Transaction, Seller will determine the Liquidation Value of such terminated Transaction. If the Liquidation Value results in a gain, Buyer will receive 100% of the proceeds of the gain, net of Seller's reasonable liquidation costs (including, without limitation, reasonable attorneys' fees and disbursements). If Liquidation Value results in a loss, Buyer will be responsible to reimburse Seller for 100% of the loss, plus Seller's reasonable liquidation costs (including, without limitation, reasonable attorneys' fees and disbursements). Notwithstanding the above, Buyer agrees that changes to the OATT rate design or market structure design described in Section 4 shall not constitute a change in Laws. Each Party agrees with the other that, so long as either Party has or may have any obligation under this Agreement, it will comply in all material respects with all Laws to which it may be subject.

11. Force Majeure: Except for Buyer's obligation to make payment when due, (a) neither Party will be liable to the other for failing to perform as a result of an event of Force Majeure, but only for as long as and to the extent that performance is prevented or materially affected by such event, and (b) the Party not claiming Force Majeure shall not be required to perform or resume performance of its obligations to the Party claiming Force Majeure corresponding to the obligations of such claiming Party excused by such Force Majeure event. The Party claiming a Force Majeure event will notify the other Party in writing as soon as practicable and will use due diligence to remove the cause of the Force Majeure and resume performance under this Agreement. Force Majeure cannot be caused by an increase or decrease in Taxes or the cost of any Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure. Settlement of strikes and/or lockouts is solely at the discretion of the affected Party. In addition, the Party claiming Force Majeure will not be excused from its responsibility for Balancing Charges and scheduling penalties and related charges resulting from its failure to communicate timely any changes, or to take or dispatch agreed-upon confirmed volumes of any Commodity.

12. Failure to Deliver or Receive Commodity: If Seller fails to deliver all or part of the Contract Quantity with respect to a Commodity pursuant to a Transaction and the failure is not excused under the terms of this Agreement or by Buyer's breach, then (i) Buyer shall use its reasonable efforts to obtain alternate supplies of the applicable Commodity at the Delivery Point ("Replacement Supply") and (ii) Seller will reimburse Buyer for the cost of Replacement Supply, providing such cost is commercially reasonable, in excess of the total cost Buyer would have otherwise paid for such Gas or Fuel had Seller fully performed under this Agreement. If Buyer fails to receive all or part of the Contract Quantity with respect to a Commodity pursuant to a Transaction and the failure is not excused under the terms of this Agreement or by Seller's breach, then Buyer will pay Seller the Liquidation Value of such Commodity not received if such Liquidation Value reflects a loss incurred by Seller.

13. Plant Closure / Sale of Facility: In the event that Buyer elects to close or sell a facility ("Facility") that is a Service Location under this Agreement, Buyer will inform Seller by written notice at least sixty (60) days prior to the proposed shut-down or sale of the Facility. Unless this notice includes a request by Buyer that this Agreement be assigned and such assignment is consummated pursuant to Section 22, such notice by Buyer will be deemed a request by Buyer to terminate this Agreement as it relates to such Facility ("Early Termination") and any affected Transactions and for Seller to determine the Liquidation Value of the affected Transactions resulting from such Early Termination. If the Liquidation Value is owed to Seller, Buyer agrees to reimburse Seller for such Liquidation Value. Payment by Buyer of any Liquidation Value will be due upon receipt of an invoice from Seller for same. If such Liquidation Value would be owed to Buyer, Seller agrees to share 50% of that amount with Buyer. In addition, failure of Buyer to provide Seller with the requisite notice of an Early Termination will be deemed an Event of Default under this Agreement.

14. Events of Default: "Event of Default" means (i) the failure of either Party (or its guarantor) to make any payment required by the applicable due date and the failure is not remedied within three (3) days of receipt of written demand for cure; (ii) the failure of Buyer to provide satisfactory Credit Assurance within three (3) days of Seller's demand; (iii) either Party (or its guarantor) is or becomes Bankrupt, (iv) failure to pay money when due or any other event of default, however defined, under any forward contract, swap agreement, or commodities contract or any other agreement or transaction between the Parties; (v) the failure of either Party to fulfill its obligations under any other agreements between Buyer and Seller or their respective affiliates, including, without limitation, agreements for the supply of energy or other commodities; and (vi) the failure of either Party to perform any obligation not specifically addressed above and the failure is not cured within five (5) days of receipt of written demand for cure, except for the failure of a Party to deliver or receive Gas under any Transaction, which deficiency is cured by payment of the amount due, if any, under Sections 12 and 13.

15. Remedies: Upon the occurrence and during the continuance of an Event of Default, the non-defaulting Party may: (i) withhold any payments or suspend any deliveries due hereunder; (ii) upon written notice at least one (1) day in advance (provided, however, that with respect to an Event of Default specified in Section 14(iii), no such notice shall be required), accelerate any or all amounts owing between the Parties under this Agreement and terminate and liquidate any or all Transactions; (iii) calculate a settlement amount for each Transaction being terminated by calculating the Liquidation Value with respect to each Transaction, and (iv) calculate a net settlement amount (the "Net Settlement Amount") by aggregating into one amount the Liquidation Values of the terminated Transactions and any or all other amounts owing between the Parties under this Agreement. Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) days of receipt of written notice from the non-defaulting Party. To the extent that a Net Settlement Amount would be due to the defaulting Party, the Net Settlement Amount shall be deemed to be zero. In addition to the foregoing, from time to time and without prior notice, the non-defaulting Party may set-off any amounts due (including without limitation, the Net Settlement Amount) to or by the defaulting Party (or its affiliates) against any amount(s) (including, without limitation, the Net Settlement Amount) payable to or by the non-defaulting Party (or its affiliates) under this Agreement or under any other agreements or arrangements between the Parties and their affiliates (whether or not then due and whether subject to any contingency). Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. A defaulting Party will, on demand, indemnify and hold harmless the other Party for and against all reasonable out-of-pocket expenses, including, without limitation, attorneys' fees and disbursements, incurred by the other Party by reason of enforcement and protection of its rights under this Agreement or by reason of the Early Termination of any Transaction, including, without limitation, costs of collection. The Liquidation Value of any terminated Transaction may be calculated by any commercially reasonable method chosen by the non-defaulting Party, including, without limitation, by determining the difference between the Purchase Price and the Market Price of the Contract Quantities remaining to be delivered during the Delivery Period. The Parties agree and acknowledge that (i) each Transaction and this Agreement constitutes a "forward contract" as defined in Section 101(25) of the Code and (ii) this Agreement constitutes a

"master netting agreement" as defined in Section 101(38A) of the Code. The Parties further agree and acknowledge that Seller is not a utility as such term is defined in the Code

16. Waiver/Cumulative Remedies: No delay or failure by a Party to exercise any right or remedy to which it may become entitled herein will constitute a waiver of that right or remedy. All waivers must be in writing. All remedies will be without prejudice and in addition to any right of setoff, recoupment, combination of accounts, lien or other right to which any Party or any of its affiliates is at any time otherwise entitled (whether by operation of law or in equity, under contract or otherwise).

17. Warranties: Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Commodities sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances and claims. Except as provided in this Section 17, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

18. Responsibility: Title to, possession of and risk of loss in the Commodity will pass from Seller to Buyer at the Delivery Point. As between the Parties, Seller will be deemed in exclusive control of the Commodity and responsible for any damage, injury, charges, transportation fees, costs or losses until the Commodity has been delivered to the Delivery Point, and Buyer will be deemed in exclusive control of the Commodity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Delivery Point.

19. Indemnification: Buyer will defend and indemnify Seller against all losses, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and disbursements, arising out of claims regarding personal injury or death or property damage from the Commodity or other charges thereon which attach after title passes to Buyer (to the extent such claims are not due to Seller's negligence or willful misconduct). Seller will defend and indemnify Buyer against any losses, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees and disbursements, arising out of claims of title, personal injury or death or property damage from the Commodity or other charges thereon which attach before title passes to Buyer (to the extent such claims are not due to Buyer's negligence or willful misconduct).

20. Limitation on Liability: NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED HEREIN.

21. Notices: All notices, demands or requests under this Agreement will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile, to the Party's address listed at the beginning of this Agreement or to such other address as a Party may specify by notice to the other Party and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to: Hess Corporation, Attention Law Department-Trading; 1185 Avenue of the Americas, New York, New York. Any notices, demands or requests under this Agreement received on a day that is not a Business Day (or after 5:00p.m. local time on a Business Day) will be deemed delivered at the opening of business at such location on the next Business Day.

22. Assignment: Neither Party will assign this Agreement in whole or in part without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed provided, however, that either Party may, without the consent of the other Party (and without relieving itself from liability hereunder) transfer or assign this Agreement to an affiliate or successor, in ownership or control, to all or substantially all of the assets of the Party whose creditworthiness is equal to or higher than that of such Party, as determined in a commercially reasonable manner by the non-transferring Party. In addition, Seller may transfer, sell, pledge, encumber, or assign this Agreement or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements without Buyer's consent. Upon any such assignment, the Seller will remain principally liable for, and shall not be relieved of or discharged from, its obligations under this Agreement.

23. Term: This MCMA may be terminated by either Party upon (thirty) 30 days' prior written notice; provided, however, that it will remain in effect with respect to the Transaction(s) entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the Transaction(s).

24. Confidentiality: Each Party agrees to keep the terms of this Agreement between them confidential, not to disclose directly or indirectly such information to any third party without the prior written consent of the other Party and to use reasonable care to maintain the confidentiality of such information, except that a Party may disclose such information without prior written consent (i) to its agents, independent auditors and counsel who are bound by confidentiality obligations substantially similar to those imposed by this Section 24, (ii) to trading exchanges and governmental and regulatory authorities to the extent necessary to comply with any such trading exchange's or any such governmental or regulatory authority's reporting requirements or requests, (iii) in connection with any adjudicatory or regulatory proceeding, (iv) in connection with the filing of any financing statements or any notices related thereto, (v) to a third party solely for the purpose of calculating a published index; and (vi) to credit ratings agencies to the extent such information is requested or demanded by such credit agencies; provided that a Party that receives a demand for disclosure pursuant to court order, or other proceeding will first notify the other Party, to the extent practicable, before making such disclosure. The existence of this Agreement is not subject to this confidentiality obligation. This provision shall not be applicable to the non-defaulting Party following the occurrence and during the continuance of an Event of Default. Notwithstanding any other statement in this Agreement, each Party hereto and each of its employees, representatives or other agents is authorized to disclose to any and all persons without limitation of any kind the U.S. federal or state income and/or franchise tax treatment and federal or state income and/or franchise tax structure of this Agreement and all materials of any kind (including, without limitation, tax opinions or other tax analyses) relating to such tax treatment or tax structure.

25. Governing Law: This Agreement will be governed by the laws of the State of New York, without regard to principles that would require the application of the law of a different state. Each Party hereby submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City. Each Party waives its right to a jury trial regarding any litigation arising from this Agreement.

26. Imaged Documents: Any originally executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, any Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party will object to the admissibility of any recording, any Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

27. Amendments, Multiple Parties: Except to the extent herein provided for, no amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both Parties. Where multiple parties are party to this Agreement with Seller and represented by the same agent, executing in its agency capacity, it is understood and agreed that this Agreement will constitute a separate agreement with each such party, as if each such party had executed a separate Agreement, and that no such party shall have any liability under this document for the obligations of any other parties. With respect to any one such party, only Transaction Confirmations of Transactions between Hess and such party and this MCMA, including any amendments thereto, shall be a part of the agreement with such party. If a Party is executing this

Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship.

28. Prior Transactions: In the event that Seller and Buyer have entered into transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties hereby agree that these Existing Transactions shall for all purposes be Transactions hereunder and shall be subject to all the terms of this Agreement. To the extent the terms herein conflict with the terms of the agreements governing the Existing Transactions, the terms of this Agreement will govern.

29. Representations and Warranties: As a material inducement to entering into this Agreement, each Party, with respect to itself, hereby represents and warrants to the other Party, and will cause its respective representations and warranties to remain true and correct through out the term of this Agreement and each of the representations and warranties will be deemed to be repeated by such Party on each date on which a Transaction Confirmation is entered into, as follows (provided that the representations and warranties in clauses (g) and (h) below shall be given solely by the Buyer): (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution and delivery of this Agreement are within its powers, have been duly authorized by all necessary actions and/or board approvals and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms; (d) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceeding pending or being contemplated by it or, to its knowledge, threatened against it; (e) if this Agreement is executed in an electronic format, that electronic signature utilized by such Party is hereby adopted by the Parties with the intention to authenticate a writing and that such electronic signature has been utilized by an authorized representative who has the authority to bind such Party; (f) it has made its own independent decisions regarding this Agreement, including whether it is suitable for it based upon its own judgment and that of any advisors it deems necessary or appropriate; (g) Seller is not acting as a fiduciary, agent, financial, investment or commodity trading advisor for it in connection with this Base Agreement and any Transaction Confirmations hereunder; and (h) it is a producer, processor, commercial user of, or a merchant handling the Commodity that is the subject of any Transaction and is entering into Transactions hereunder solely for the purposes of its business as such.

30. Nature of Relationship: The requirements and provisions of this Agreement shall not be construed as creating an association, trust, partnership, or joint venture, or as imposing a trust or partnership duty, obligation or liability on either Party, or as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of the Commodities. No communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement.

31. Headings: The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

32. Counterparts: This Agreement may be executed in separate counterparts by the Parties, including facsimile counterparts or counterparts signed by electronic signature, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

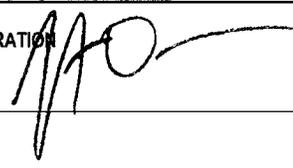
IN WITNESS WHEREOF, this MCMA is entered into as of the first day written above, and may be executed in one or more counterparts, each of which will be deemed an original and all of which together will form one agreement.

CUSTOMER : Randolph Twp Bd of Ed

HESS CORPORATION

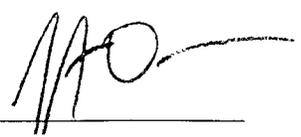
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Buyer's Initials _____

Seller's Initials _____





This Amendment constitutes the changes to the Multiple Commodity Base Agreement (“MCBA”) as executed between Randolph Twp Board of Education (“Buyer” or “Customer”) and Hess Corporation (“Hess”) dated April 15, 2010. To the extent there is inconsistency in terms, the documents will govern as follows: (1) the Transaction Confirmation (2) this Amendment and (3) the MCBA. The MCBA, the Transaction Confirmations and the Amendment are collectively referred to as the “Agreement”.

1. **Article 3. Definitions.** Article 3 is amended by deleting the definitions of “Interest Rate” and “Material Usage” and replacing them with the following:

“Interest Rate means 1.0% per month or, if lower, the maximum amount permitted by applicable law.”

“Material Usage Deviation means a deviation in Buyer’s usage from Buyer’s Contract Quantity of +/- 20% or more on a daily and/or monthly basis (other than a deviation due to weather or temperature related or due to Buyer’s use of on-site renewable energy).”

2. **Article 7. Billing and Payment.** Article 7 is amended by deleting the fifth sentence which begins with “Buyer will make payment” and ends with “Seller’s invoice.” and replacing it with the following:

“Buyer will make payment pursuant to Seller’s invoice instructions within thirty (30) days of the date of Seller’s invoice.”

3. **Article 23 Term.** Article 23 is amended by deleting the section in its entirety and replacing it with the following:

“Term: The initial term of this Agreement is for Twenty-four (24) months. This MCMA may be terminated by either Party upon (thirty) 30 days’ prior written notice; provided, however, that it will remain in effect with respect to the Transaction(s) entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the Transaction(s). The parties may renew this Agreement, as follows:

- (A) The New Jersey School Boards Association (“NJSBA”), acting as lead agency of the Alliance for Competitive Energy Services (“ACES”), adopts a resolution to renew the Agreement, and the resolution includes a finding by the NJSBA that the services are being performed in an effective and efficient manner, and that the renewal contract will provide ACES members with estimated savings relative to applicable basic generation service rates;
- (B) Any price change included as part of a renewal term will be negotiated to provide ACES members with savings relative to applicable basic generation service rates and shall not exceed the price of the original contract as adjusted by the index rate provided in N.J.S.A. 18A:18A-42, as applicable and, the price may be blended with the price of the original contract (or a previously extended contract);
- (C) The terms and conditions of the Agreement remain substantially the same; and
- (D) The Agreement is not extended so that it runs for more than a total of five consecutive years.

Pricing for the renewal term will be provided at a time to be determined by the NJSBA in consultation with Hess and may, if market conditions warrant, include the opportunity to effectuate a 'blend-and-extend' by which a reduced Purchase Price for the renewal term can be blended with the Purchase Price of the original Agreement term.”

4. **Article 25 Governing Law.** Article 25 is amended by deleting the section in its entirety and replacing it with the following:

“This Agreement will be governed by the laws of the State of New Jersey. Each Party hereby submits to the exclusive jurisdiction of the courts of the State of New Jersey and the United States District Court located in New Jersey. Each Party waives its right to a jury trial regarding any litigation arising from this Agreement.”

5. The following new sections are added to the Agreement:

33. Administrative Fee: The Purchase Price shall include payment of an administrative fee to the ACES as follows:

A. Electricity: \$0.00092/kWh for BGS-FP products and \$0.00086/kWh for BGS-CIEP products purchased through the ACES program, to be paid quarterly. This fee shall not be charged separately to ACES districts in the Hess’ invoices, and

B. Gas: \$.0065/therm of Gas purchased through the ACES program. This fee shall not be charged separately to ACES districts in the Hess’ invoices.

34. Solicitation: Hess will not offer or solicit any Customer to service any account of the district customer separate from the ACES program.

35. Full-Requirements: Customer shall take service for full-requirements of awarded accounts from Hess, net of on-site generation. Customer is obligated to purchase and receive, and Hess is obligated to sell and deliver, the Contract Quantity as set forth on the Transaction Confirmation, which Contract Quantity may be revised from time to time, at the applicable Delivery Point during the specified time period.

36. Cost of Service: Hess shall be permitted to adjust the Purchase Price for changes in the State sales and use tax, or changes in State or federal law or regulation enacted after the date of the Agreement that directly impact Hess’ cost to provide service; and for Electricity, changes in the cost of transmission service as may be adjusted under OATT approved by the Federal Energy Regulatory Commission that impact Hess’ cost of service.

37. Customer Service Resources: Hess agrees that it will provide adequate customer service resources to serve Customer.

38. Entire Agreement: This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior oral and written communication with respect thereto. Hess acknowledges that it has read and understands the Request for Bids dated February 12, 2010 (“RFB”) and the Questions and Comments issued by ACES dated February 12, 2010 (“Q&C”). Hess agrees to be bound by the terms and conditions of the RFB and both parties agree that the RFB and the Q&C shall be consulted as to matters which are not clear in this Agreement. Where there is a conflict between the RFB and the Agreement, the Agreement prevails.”

The remaining terms of the MCBA are unchanged.

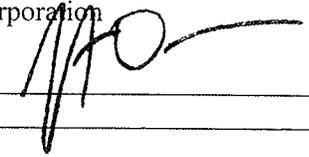
IN WITNESS WHEREOF the Parties have executed this Amendment on the respective dates specified below with effect from April 15, 2010.

Buyer: Randolph Twp Board of Education

Approved: _____
Print Name: _____
Title: _____
Date: _____

Seller: Hess Corporation

Approved: _____
Print Name: _____
Title: _____
Date: _____



Approved as to legal form: