

ACES
GUIDANCE DOCUMENT
April 2012
Natural Gas Supply Service Contract with
Compass Energy (NJNG gas accounts)

Please sign the attached Gas Supply Service Agreement.

E-mail a PDF of the signed contract to Connie Tapia of Compass Energy at:

ctapia@aglresources.com

- OR -

Mail a signed original to:
Connie Tapia
Compass Energy Services, Inc.
Two Allen Center,
1200 Smith Street, Suite 900
Houston, TX 77002

The Alliance for Competitive Energy Services (ACES) is pleased to provide you with the following information about the winning ACES natural gas supplier and your district's new natural gas supply contract.

ACES is the energy aggregation program of the New Jersey School Boards Association, New Jersey Association of School Business Officials, and the New Jersey Association of School Administrators.

ACES accepted bids from 5 suppliers, including Compass Energy Services, Inc. following a rigorous RFB process. This process permitted ACES to accept bids electronically to allow ACES to lock-in advantageous pricing quickly on your behalf.

ACES has awarded a contract to Compass Energy Services to provide natural gas service to your school district. Compass Energy will begin to serve your district's natural gas account(s) in June 2012 for a 24-month term. The bid accepted will provide the districts with natural gas pricing based on the two components 1) the so-called "up-charge", which consists of all non-commodity

costs such as the costs of interstate pipeline capacity to move the gas from the wellhead regions primarily in the Gulf of Mexico to the local utility distribution systems, as well as balancing and storage costs, supplier margins and applicable taxes; and 2) commodity costs which is the cost of natural gas, as determined by a standard market index, the NYMEX price.

With respect to commodity costs, ACES will lock-in prices for a fixed term and volume through a portfolio approach based on market conditions. Until commodity prices are locked-in, Compass will charge the monthly rate based on the NYMEX natural gas price.

Your district's previously executed resolution authorized ACES to conduct a procurement process for natural gas. This process was reviewed and approved by the New Jersey Department of Community Affairs.

The bid price in the new contract will provide savings relative to comparable rates for gas supply charged by the gas utility.

Please be aware that your district's current natural gas utility will continue to provide gas delivery service through its pipes and meters, and will continue to answer your questions regarding delivery of natural gas to your facilities.

Your next step is for your district's Business Administrator (or other designated individual) to sign and return the Contracts included in this package as soon as possible.

Please sign/execute all three of the attached contracts, and:

- Retain one original executed contract for your records;
- Mail or e-mail two original executed contracts to Connie Tapia of Compass

ctapia@agresources.com

- or -

Ms. Connie Tapia
COMPASS ENERGY SERVICES, INC.
Two Allen Center
1200 Smith Street, Suite 900
Houston, TX 77002

The account number(s) Compass will serve are listed on Attachment 1 of the Contract. Please review this list to confirm that all accounts have been included.

Starting in June, if you have any questions about your natural gas account(s) please feel free to contact SueAnne Harrel of Compass Energy. Her phone number is 908/638-6605.

In addition, please contact Carol Friedman of Gabel Associates, the Administrator of the ACES Energy Aggregation Program at 732/296-0770 or e-mail Carol.Friedman@gabelassociates.com with any additional questions.

A summary of the Contract's key provisions follows:

Services: Under the contract, Compass will supply commodity, interstate transportation and other related services for the natural gas supply for each account listed on Attachment I. The price you pay to Compass includes the cost of natural gas supply, interstate transportation, taxes and other costs Compass incurs to bring natural gas supply to your utility's in-state transportation system. Local Delivery Service - the delivery of natural gas from your utility to your facilities - has not been deregulated and will still be the responsibility of your local utility.

Term: The term of the contract is 24 months from June 2012 through May 2014.

Delivery: If Compass fails to provide service, then your local utility will automatically provide natural gas to your district with no action on your part. If this were to occur, Compass will be liable to pay you for the economic damage between the two rates.

Billing: Districts will be billed as a line item on their utility bill. You will not receive a separate bill from compass.

Payment: New Jersey Natural Gas Company ("NJNG") will bill Compass Energy's charges on the utility invoice. A separate line item will be shown designating Compass Energy as your Third Party Supplier along with the dollar amount due for the associated up-charge and commodity price as described above. Please remit all charges, including the amount due to Compass Energy, to NJNG. NJNG will remit payment to Compass Energy on your behalf.

Pricing: The rate your district will pay is set forth in the attached contract.

Switch over to new Supplier: The switch-over process is currently underway in order for your district to receive natural gas supply from Compass starting with your meter read date in June 2012.



New Jersey School Boards Association

413 West State Street • P.O. Box 909 • Trenton, NJ 08605-0909 • Telephone: 609.695.7600 • Toll-Free: 888.88NJSBA • Fax: 609.695.0413

April 18, 2012

SueAnne Harrel, Manager C&I Sales
 COMPASS ENERGY SERVICES, INC.
 39 Crestview Drive
 Clinton, NJ 08809

Re: Alliance for Competitive Energy Services (ACES)
 Request for Bids (RFB) for Natural Gas Supply Service dated 3/23/12
Notice of Contract Award

Dear Ms. Harrel:

The New Jersey School Boards Association ("NJSBA"), as Lead Agency of the Alliance for Competitive Energy Services ("ACES") Cooperative Pricing System (System No. E88-01-ACESCPS), is pleased to award a contract for supply of natural gas supply service to Compass Energy Services as a result of bids received today, April 18, 2012. The contract award is for the following Bid Group, Bid Price, Pricing Product, and Term:

<u>Bid Group</u>	<u>Bid Price (\$/therm)¹</u>	<u>Pricing Product</u>	<u>Term</u>
NJNG ²	\$0.07480	100% Volume Tolerance	24 Months

Compass' bid was submitted in response to an ACES RFB issued on March 23, 2012, in accordance with the "Public School Contracts Law," N.J.S.A. 18A: 18A-1 *et seq.* and the "Electric Discount and Energy Competition Act," P.L. 1999, c.23. Compass Energy Services, Inc. has submitted the necessary documentation required by the Request for Bids, thereby qualifying it to serve New Jersey's public school districts.

This Award Letter issued by the Lead Agency, in concert with Participating Member resolutions, constitutes a binding commitment of all districts with accounts in the awarded bid group(s) to execute the Model Supply Contract.

¹ Bid Price is the Fixed Adder (a.k.a. Fixed Upcharge) Price in accordance with the RFB specifications. Total Contract Price will be the sum of the Fixed Adder Price plus the Commodity Price, as described in the RFB.

² New Jersey Natural Gas service territory

I understand that Compass Energy Services, Inc. has executed and submitted along with its bid the Transmittal Letter in which, among other things, it has agreed to execute the Master Performance Agreement³ with the NJSBA and Gabel Associates, and the Model Supply Contract⁴ with each individual district with accounts included in the Bid Group(s) listed above that are subject to this Award Letter. I further understand that Compass Energy Services, inc. has confirmed that it has not taken any exceptions to the bid specifications⁵.

I understand that Compass Energy Services, inc. has committed to taking the necessary steps to enroll the awarded school district accounts for a start of service concurrent with the June 2012 meter read dates. Gabel Associates, the Consultant/Administrator of the ACES Aggregation Program, will be available to help facilitate that process as well as the execution of natural gas supply contracts with each awarded district.

The New Jersey School Boards Association is excited about procuring beneficial natural gas supply for its participating districts. We look forward to working with you and Gabel Associates to realize these benefits.

Sincerely yours,



Marie S. Bilik
Executive Director

MSB:lk

cc: John Donahue, Executive Director
NJ Association of School Business Officials

Richard Bozza, Executive Director
NJ Association of School Administrator

Gabel Associates

³ Revised Master Performance Agreement dated 4/11/12.

⁴ Revised Model Supply Agreement dated 4/11/12.

⁵ 3/23/12 bid specifications subject to Addendum No. 1.

APPENDIX B

**GAS SUPPLY SERVICE AGREEMENT
BETWEEN**

**[PARTICIPATING MEMBER OF THE ALLIANCE FOR COMPETITIVE ENERGY
SERVICES (ACES)],**

Randolph Township Board of Education

AND

Compass Energy Services, Inc. dba Compass Energy Gas Services, LLC

**DATED
May 4, 2012**

**GAS SUPPLY SERVICE AGREEMENT
BETWEEN**

ALLIANCE FOR COMPETITIVE ENERGY SERVICE (“ACES”) PARTICIPATING MEMBER

**RANDOLPH TOWNSHIP BOARD OF EDUCATION
AND**

**RETAIL NATURAL GAS SUPPLIER
COMPASS ENERGY SERVICES, INC. DBA COMPASS ENERGY GAS SERVICES, LLC**

DATED May 4, 2012

This Gas Supply Service Agreement ("Contract" or "Agreement") is made effective **May 4, 2012**, by and between **Compass Energy Services, Inc. dba Compass Energy Gas Services, LLC ("Supplier")** and **Randolph Township Board of Education ("Customer")** also referenced herein as "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreements, and the Request for Bids for Natural Gas Supply Service ("Request for Bid" or "RFB") issued by the Alliance for Competitive Energy Services ("ACES") on March 23, 2012.

Definitions:

“100% Volume Tolerance Pricing Product” means a pricing product wherein the Contract Price has no mechanism for volume-related adjustment; in other words the Contract Price is applicable regardless of how much the actual monthly therm usage varies from historical monthly usage .

“25% Volume Tolerance Pricing Product” means a pricing product wherein the Contract Price is firm and fully applicable for all aggregate monthly usage volumes under this Agreement within a bandwidth of 75% to 125% of historical usage volumes. For any usage outside of the bandwidth, Supplier may assess a market price for additional volumes purchased in a commercially reasonable manner, or to reflect losses, if any, resulting from re-sale of unused volumes in a commercially reasonable manner.

“Administrative Fee” shall mean the per therm fee as provided for in the RFB, which shall be included in the Contract Price, collected by Supplier and remitted by Supplier to the ACES Independent Financial Manager in accordance with the Master Performance Agreement executed between Supplier, the New Jersey School Boards Association and Gabel Associates.

“Award Letter” means the letter issued by the Executive Director of the New Jersey School Boards Association (“NJSBA”), acting as Lead Agency of ACES, notifying Supplier of the bid award resulting from the RFB and memorializing the Contract Price as provided for in Supplier’s Bid submitted to ACES.

“Commodity Price” for any given billing month means: a) if Customer has not exercised its opportunity to Hedge any gas commodity price in advance, the final settlement price for the monthly NYMEX futures contract for Henry Hub natural gas, grossed up for State sales and use tax; b) if Customer has Hedged in advance all of its monthly volumes, the weighted average Hedged commodity price (grossed up for State sales and use tax) for the month; or c) if Customer has Hedged in advance a portion of its monthly volumes, the weighted average of the Hedged commodity price and the un-Hedged commodity price (un-hedged price being equal to the final settlement price for the monthly NYMEX futures contract for Henry Hub natural gas), grossed up for State sales and use tax.

“Confirmation Agreement” means the Award Letter which memorializes the Contract Price as provided for in Supplier’s Bid submitted to ACES, and the list of Customer’s accounts to be served under this Agreement, attached hereto as Appendix A.

“Delivery Point” means the point of the citygate connection between the interstate pipeline and the LDC distribution system.

“FERC” means the Federal Energy Regulatory Commission.

“Fixed Upcharge” means a fixed \$/therm charge, as bid by Supplier in response to the RFB, inclusive of all non-commodity gas supply costs associated with the provision of Gas Supply Service including cost of interstate transportation capacity, balancing, supplier margin, ACES Administrative Fee, and applicable taxes including 7% State Sales and Use Tax, and an adjustment for Line Losses if charges are assessed based upon metered usage.

“Gas Supply Service” means the provision to customers of retail commodity of natural gas to the citygate connection between the interstate pipeline and the LDC distribution system, including the physical natural gas, interstate transportation service and balancing, in quantities and to specifications set forth in the LDC’s third party supplier tariff.

“Hedge” means to lock-in a price for the natural gas commodity in advance for one or more contract months for some or all contract volumes, based upon then-prevailing NYMEX futures contract prices for Henry Hub natural gas.

“LDC” means the local distribution company, otherwise referred to as the gas utility, in whose service territory Customer’s accounts served under this Contract are located.

“Line Losses” means applicable distribution system line loss factor as defined in the LDC tariff.

“NJBPU” means the New Jersey Board of Public Utilities.

“Therm” means a unit of heat equal to 100,000 British thermal units. This represents the Customer’s natural gas usage over time as measured by the LDC meter (LDC meter reading converted from measurements of hundreds of cubic feet (ccf) volume to therms using a standard heating value).

1. **Nature of Transaction:** Customer and **Supplier** respectively agree to purchase and sell the full Gas Supply Service requirements for the accounts listed, together with such ancillary services that may be shown on the Confirmation Agreements. **Supplier** will serve as agent for Customer in accordance with the policies and procedures of Customer's LDC in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize **Supplier** as its sole natural gas Supplier for all requirements for the accounts included under this Agreement, as listed on the Confirmation Agreement.

2. **Contract Term and Sales Period(s):** The effective term of this Contract shall commence with the flow of gas in June 2012 for each account listed on the Confirmation Agreements, and shall continue through ___ May 2013 (12-month Contract term) or May 2014 (24-month Contract term) meter reading date (check one for selected term, hereinafter referred to as the “Sales Period”). This Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Confirmation Agreement(s). Moreover, if the initial term of this Contract is twelve (12) months, the term may be extended for a term of up to twenty-four (24) additional months or, if the initial term of this Contract is twenty-four (24) months, the term may be extended for a term of up to twelve (12) additional months, by the mutual, written consent of both parties, at a Contract Price to be agreed upon by the Parties, memorialized in a supplemental Confirmation Agreement and established in accordance with applicable law. Any such extension(s) shall be executed no less than thirty (30) days before the termination date. If no such extension is executed the Contract shall terminate at the end of its initial term and Supplier shall initiate a drop of accounts to be effective at the end of the initial term.

3. **Quantity:** **Supplier** shall tender for delivery to Customer, and Customer must accept for receipt from **Supplier**, the Customer's full Gas Supply Service requirements, for the accounts listed on the Confirmation Agreement(s).

4. **Contract Price:** For each Therm of natural gas delivered to and measured at the Customer meter, Customer shall pay Supplier the Contract Price specified in Supplier’s Bid submitted in response to the Request for Bids and memorialized in the Confirmation Agreement attached hereto. The Contract Price includes all charges, fees and taxes that are imposed on the natural gas prior to its delivery to Customer's LDC, and shall also include the Administrative Fee. The Contract Price shall be the sum of the Fixed Upcharge for the pricing product and contract term awarded as indicated in the Confirmation Agreement, plus the Commodity Price. Customer shall retain the right to Hedge commodity prices. Unless otherwise specified in the Confirmation Agreement, all taxes applicable to natural gas for

which the taxable incident arises upon or after the Delivery Point, including but not limited to sales, use, transfer, gross receipts or energy taxes will also be included in the Contract Price.

5. **Adjustments to Contract Price:** An adjustment to the Contract Price shall be permitted under the following circumstances:

a) A legislated change in the current 7% State Sales and Use Tax ("SUT"), in which case the price adjustment shall reflect the difference between newly-enacted SUT rate and the 7% SUT rate in effect at the time Supplier submitted its Bid, or any new taxes that arise subsequent to the contract that are applicable to the customer transaction, at or after the delivery point.; or

b) Applicable to the 25% Volume Tolerance Pricing Product only, in the event of a change of greater than 25% in the aggregate monthly Therm usage of the Customer accounts receiving service under the Agreement, in which case Seller may adjust the price to reflect the incremental cost of purchasing gas supply in excess of the 125% bandwidth at market, or any incremental loss incurred by Supplier in re-selling unused gas supply below the 75% bandwidth at market; or

c) A change in law implemented after the date hereof that has a material impact on the cost to Gas Supply Service providers and Basic Gas Supply Service suppliers of providing Gas Supply Service to retail customers in the applicable LDC service territory in which Customer's accounts are located. For this purpose a material impact shall be an increase in cost of no less than \$0.0005/Therm. In such instance Supplier may adjust the Contract Price by a percentage amount up to the percentage change in Supplier's direct total cost to provide Gas Supply Service to Customer directly caused by the change in law; or

d) Supplier shall, upon request of Customer or its designated agent, provide reasonable documentation to support adjustments to the Contract Price implemented pursuant to this Section 5 of the Agreement.

6. **Title, Possession and Control:** Supplier shall deliver Customer's Gas Supply Service requirements to a "Delivery Point". The Delivery Point shall be on the LDC transmission system and will be determined by Supplier at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for obtaining delivery service to its facility from the Delivery Point under the applicable NJBPU-regulated tariffs of Customer's LDC. Customer is responsible for all distribution and service charges imposed by Customer's LDC relative to the delivery of natural gas to Customer's facility. Customer shall be responsible for, and shall cooperate with Supplier in obtaining from its LDC metering and historical load information reasonably necessary to record values of consumed Therms on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality of the Gas Supply Service provided by the LDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's LDC for failing to deliver Customer's Gas Supply Service requirements to the Delivery Point on the LDC transmission system.

8. **Billing and Payment:** During the term of this Contract, Supplier shall bill Customer on a monthly basis based on the prior month's delivery of natural gas. The monthly billing periods shall correspond to the meter read dates of Customer's LDC. All amounts due hereunder shall be paid within forty-five (45) days of the date of the invoice except, in the event that Customer is billed through the LDC's consolidated billing program, payment is due in accordance with the EDC's rules. Seller may assess late fees on payments received after the due date, at a rate not to exceed 1% per month. If an amount due is not received from Customer when due, Supplier may issue written notice to Customer, and Customer shall have a five (5) business days cure period from date of receipt of such notice. Upon completion of the 5 business day cure period, if payment of overdue amounts is not made by Customer, Supplier may suspend deliveries, terminate this agreement, and liquidate any gas supply purchased for delivery to Customer during future periods. Notwithstanding the foregoing deliveries shall not be curtailed and interest shall not be accrued, and the Agreement shall not be terminated, where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount. Customer agrees to reimburse Supplier for all reasonable cost that Supplier incurs, including reasonable attorneys' fees, in any attempt to collect undisputed past due amounts from Customer.

9. **Credit:** If, at any time, Customer does not meet Supplier's commercially reasonable creditworthiness standards, Supplier may require Customer to provide credit assurance in a form and amount reasonably acceptable to Supplier,

such as a letter of credit, third-party guarantee, deposit or prepayment.

10. **Force Majeure:** Neither Party shall be liable for failure of performance due to causes beyond its reasonable control (force majeure), such as: failure of the interstate pipeline system or LDC distribution facilities; acts of God; fire; civil disturbances; terrorist acts or threats; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). A Party claiming inability to perform due to force majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Economic hardship, including, without limitation, **Supplier's** ability to sell natural gas supply at a higher or more advantageous price than the Contract Price or Customer's ability to purchase natural gas supply at a lower or more advantageous price than the Contract Price, shall not excuse a party's obligation to perform under this Contract. A Force Majeure does not excuse obligations to pay for Gas Supply Service that has been delivered to and consumed by Customer.

11. **Failure to Deliver/Accept - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligation hereunder to tender for delivery (in the case of **Supplier**) or accept Gas Supply Service tendered for delivery (in the case of Customer), the other Party's exclusive remedy shall be a) in the case of **Supplier** failure, the positive difference, if any, between the price Customer, acting in a commercially reasonable manner, paid for replacement supplies, including administrative fees, brokerage fees and other similar costs, and the Contract Price, multiplied by the quantity of natural gas **Supplier** failed to deliver; or b) in the case of Customer's failure, the positive difference, if any, between the Contract Price and the price **Supplier**, acting in a commercially reasonable manner, obtained from a replacement market, multiplied by the quantity of natural gas not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract Price times the quantity of natural gas for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s). In calculating damages owed under this Section, Supplier shall net or aggregate, as appropriate: (i) any and all amounts owing between the parties under the Contract; (ii) any amount owed to Customer against any margin or other collateral provided by Customer and held by Supplier relating to the Contract; and (iii) any amount payable to Customer against any amount(s) payable by the Customer to Supplier under any other agreement or arrangement between the parties, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other.

LIMITATION OF DAMAGES: IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. **Bankruptcy:** The Parties specifically agree that this Contract and all Transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

13. **Notices:** Notice(s) required hereunder shall be deemed properly made if telecopied, delivered personally or sent by regular or certified mail to the following addresses or facsimile.

Customer Representative:

Randolph Township Board of Education
Attn: Frank Wrede/Michael Neves
2 Emery Ave- 2nd Floor
Randolph, NJ 07869
Phone: 973-361-0808 X214
Fax: _____

Supplier Representative:

Compass Energy Services, Inc. dba
Compass Energy Gas Services, LLC
Attn: Contract Administration
1200 Smith Street, Ste. 900
Houston, TX 77002
Phone: 832-397-1700
Fax: 832-397-8558

14. Miscellaneous: This Contract shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law or equity with respect to this Contract shall only be filed in the Superior Court of New Jersey, regardless of federal question, citizenship or amount in controversy. Venue shall be laid in the county of the Customer. Prior to the institution of such action, the parties shall agree to the Alternate Dispute Resolution procedure of mediation under the auspices of the American Arbitration Association, or such other agency upon which the parties may agree. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, however, that (i) Supplier may, without the consent of Customer, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, and (ii) either party may, upon notice to the other, transfer or assign this Contract to an affiliate, which affiliate's creditworthiness is comparable to or higher than that of such party, or transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of such party.

EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURAL GAS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING HERETO.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

CUSTOMER: Randolph Township Board of Education

**SUPPLIER: Compass Energy Services, Inc.
dba Compass Energy Gas Services, LLC**

BY: _____

BY: _____

TITLE: _____

TITLE: Vice President, Risk Control

DATE: _____

DATE: _____

Attachment 1
NJNG Account Numbers

NUM	District	LDC	Account
6	Asbury Park Bd of Ed	NJNG	103148188533
7	Asbury Park Bd of Ed	NJNG	103148500021
8	Asbury Park Bd of Ed	NJNG	113152551024
9	Asbury Park Bd of Ed	NJNG	13316240502Y
10	Asbury Park Bd of Ed	NJNG	143166550524
11	Asbury Park Bd of Ed	NJNG	143168571046
12	Asbury Park Bd of Ed	NJNG	220007523226
13	Asbury Park Bd of Ed	NJNG	220012541031
14	Asbury Park Bd of Ed	NJNG	220012541040
15	Atlantic Highlands Bd of Ed	NJNG	172232163027
16	Avon by the Sea Bd of Ed	NJNG	220011656355
17	Barnegat Bd of Ed	NJNG	065083120026
18	Barnegat Bd of Ed	NJNG	065083121029
19	Barnegat Bd of Ed	NJNG	075080019029
20	Barnegat Bd of Ed	NJNG	220006113444
21	Barnegat Bd of Ed	NJNG	220006751518
22	Barnegat Bd of Ed	NJNG	220008686852
23	Barnegat Bd of Ed	NJNG	220009207420
24	Barnegat Bd of Ed	NJNG	220011924719
80	Berkeley Twp Bd of Ed	NJNG	104502012528
81	Berkeley Twp Bd of Ed	NJNG	104502050022
82	Berkeley Twp Bd of Ed	NJNG	104502348048
83	Berkeley Twp Bd of Ed	NJNG	10450234832Y
84	Berkeley Twp Bd of Ed	NJNG	104564008727
85	Berkeley Twp Bd of Ed	NJNG	104564015020
86	Berkeley Twp Bd of Ed	NJNG	220009328934
116	Bradley Beach Bd of Ed	NJNG	163376291428
117	Bradley Beach Bd of Ed	NJNG	163376904626
118	Brick Twp Bd of Ed	NJNG	064539011810
119	Brick Twp Bd of Ed	NJNG	083520054217
120	Brick Twp Bd of Ed	NJNG	083520287221
121	Brick Twp Bd of Ed	NJNG	183575949624
122	Brick Twp Bd of Ed	NJNG	220008368248
151	Brielle Bd of Ed	NJNG	103548020625
152	Brielle Bd of Ed	NJNG	103548020721
230	Central Reg Bd of Ed	NJNG	084544970011
231	Central Reg Bd of Ed	NJNG	084544970513
232	Central Reg Bd of Ed	NJNG	084544971014
233	Central Reg Bd of Ed	NJNG	220006197334
234	Central Reg Bd of Ed	NJNG	220008296168
327	Colts Neck Twp Bd of Ed	NJNG	14346801382Y
328	Colts Neck Twp Bd of Ed	NJNG	143468015720
329	Colts Neck Twp Bd of Ed	NJNG	143468959827

Attachment 1
NJNG Account Numbers

330 Colts Neck Twp Bd of Ed	NJNG	220008004399
342 Denville Bd of Ed	NJNG	141267742016
343 Denville Bd of Ed	NJNG	161266380017
344 Denville Bd of Ed	NJNG	161266392510
345 Denville Bd of Ed	NJNG	191292096010
358 Dover Bd of Ed	NJNG	091141201011
359 Dover Bd of Ed	NJNG	151171323010
360 Dover Bd of Ed	NJNG	151171408013
361 Dover Bd of Ed	NJNG	171182609013
362 Dover Bd of Ed	NJNG	181186230019
371 Eagleswood Bd of Ed	NJNG	014987026020
415 Eatontown Bd of Ed	NJNG	123253910014
416 Eatontown Bd of Ed	NJNG	143268055014
417 Eatontown Bd of Ed	NJNG	143271365013
418 Eatontown Bd of Ed	NJNG	143271367019
419 Eatontown Bd of Ed	NJNG	143271780014
473 Fair Haven Twp Bd of Ed	NJNG	032102350027
474 Fair Haven Twp Bd of Ed	NJNG	042111642523
482 Farmingdale Bd of Ed	NJNG	013401275527
483 Farmingdale Bd of Ed	NJNG	013401880225
510 Freehold Twp Bd of Ed	NJNG	023440504222
511 Freehold Twp Bd of Ed	NJNG	033405189925
512 Freehold Twp Bd of Ed	NJNG	033417221021
513 Freehold Twp Bd of Ed	NJNG	093418033524
514 Freehold Twp Bd of Ed	NJNG	093420523320
515 Freehold Twp Bd of Ed	NJNG	14346522172Y
516 Freehold Twp Bd of Ed	NJNG	153428098225
517 Freehold Twp Bd of Ed	NJNG	220008871855
518 Freehold Twp Bd of Ed	NJNG	220009244503
694 Henry Hudson Reg Bd of Ed	NJNG	022207518025
697 Highlands Borough Bd of Ed	NJNG	220009101035
716 Holmdel Twp Bd of Ed	NJNG	082348547321
717 Holmdel Twp Bd of Ed	NJNG	092359441039
718 Holmdel Twp Bd of Ed	NJNG	092359442912
719 Holmdel Twp Bd of Ed	NJNG	162364340021
720 Howell Twp Bd of Ed	NJNG	013401030028
721 Howell Twp Bd of Ed	NJNG	013401240025
722 Howell Twp Bd of Ed	NJNG	033415116623
723 Howell Twp Bd of Ed	NJNG	043407870028
724 Howell Twp Bd of Ed	NJNG	063454210727
725 Howell Twp Bd of Ed	NJNG	063454253735
726 Howell Twp Bd of Ed	NJNG	093549994528
727 Howell Twp Bd of Ed	NJNG	220005219116
728 Howell Twp Bd of Ed	NJNG	220005340750

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729 Howell Twp Bd of Ed	NJNG	220006005603
730 Howell Twp Bd of Ed	NJNG	220007469573
731 Howell Twp Bd of Ed	NJNG	220008310038
732 Howell Twp Bd of Ed	NJNG	220008685999
733 Howell Twp Bd of Ed	NJNG	220008686043
734 Howell Twp Bd of Ed	NJNG	220008686166
735 Howell Twp Bd of Ed	NJNG	220008888913
809 Keansburg Bd of Ed	NJNG	062337571529
810 Keansburg Bd of Ed	NJNG	062337572020
811 Keansburg Bd of Ed	NJNG	102346794521
812 Keansburg Bd of Ed	NJNG	220012938629
817 Keyport Bd of Ed	NJNG	052331238514
818 Keyport Bd of Ed	NJNG	220007794579
819 Keyport Bd of Ed	NJNG	220014151475
820 Keyport Bd of Ed	NJNG	220014151512
830 Lacey Twp Bd of Ed	NJNG	104503014525
831 Lacey Twp Bd of Ed	NJNG	104503033021
832 Lacey Twp Bd of Ed	NJNG	104503064127
833 Lacey Twp Bd of Ed	NJNG	114658173037
834 Lacey Twp Bd of Ed	NJNG	124401008520
835 Lacey Twp Bd of Ed	NJNG	124401008626
836 Lacey Twp Bd of Ed	NJNG	124401008722
837 Lacey Twp Bd of Ed	NJNG	124401176021
838 Lacey Twp Bd of Ed	NJNG	124401250025
839 Lacey Twp Bd of Ed	NJNG	220004321240
840 Lacey Twp Bd of Ed	NJNG	220008230855
841 Lacey Twp Bd of Ed	NJNG	220008231065
842 Lakehurst Bd of Ed	NJNG	094650041515
843 Lakehurst Bd of Ed	NJNG	09465012802Y
846 Lakewood Bd of Ed	NJNG	02481641502Y
847 Lakewood Bd of Ed	NJNG	024816416023
848 Lakewood Bd of Ed	NJNG	074836439011
849 Lakewood Bd of Ed	NJNG	074836482124
850 Lakewood Bd of Ed	NJNG	074837183513
851 Lakewood Bd of Ed	NJNG	094849001123
852 Lakewood Bd of Ed	NJNG	154867254124
853 Lakewood Bd of Ed	NJNG	154867799520
854 Lakewood Bd of Ed	NJNG	194807407029
855 Lakewood Bd of Ed	NJNG	22000955237Y
885 Lincoln Park Bd of Ed	NJNG	011201382011
886 Lincoln Park Bd of Ed	NJNG	021207514011
887 Lincoln Park Bd of Ed	NJNG	051224085511
895 Little Egg Harbor Twp Bd of Ed	NJNG	22000666865Y
896 Little Silver Bd of Ed	NJNG	162181222022

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897 Little Silver Bd of Ed	NJNG	162181642027
898 Little Silver Bd of Ed	NJNG	202178481728
907 Long Beach Island Bd of Ed	NJNG	194986925015
908 Long Branch Bd of Ed	NJNG	013207861012
909 Long Branch Bd of Ed	NJNG	043216774025
910 Long Branch Bd of Ed	NJNG	043217134513
911 Long Branch Bd of Ed	NJNG	073232430513
912 Long Branch Bd of Ed	NJNG	183287475014
913 Long Branch Bd of Ed	NJNG	19329234101Y
914 Long Branch Bd of Ed	NJNG	193292554112
915 Long Branch Bd of Ed	NJNG	203298437030
916 Long Branch Bd of Ed	NJNG	220005692595
917 Long Branch Bd of Ed	NJNG	220009717315
918 Long Branch Bd of Ed	NJNG	220009747944
919 Long Branch Bd of Ed	NJNG	220009874636
920 Long Branch Bd of Ed	NJNG	220011103726
921 Long Branch Bd of Ed	NJNG	220011186269
922 Long Branch Bd of Ed	NJNG	220012699664
923 Long Branch Bd of Ed	NJNG	22001314095Y
962 Manalapan Englishtown Bd of Ed	NJNG	103448411426
963 Manalapan Englishtown Bd of Ed	NJNG	103448415726
964 Manalapan Englishtown Bd of Ed	NJNG	103448458224
965 Manalapan Englishtown Bd of Ed	NJNG	113443000521
966 Manalapan Englishtown Bd of Ed	NJNG	113445040025
967 Manalapan Englishtown Bd of Ed	NJNG	113445070021
968 Manalapan Englishtown Bd of Ed	NJNG	193485182028
969 Manalapan Englishtown Bd of Ed	NJNG	220006519401
970 Manalapan Englishtown Bd of Ed	NJNG	220006519524
971 Manalapan Englishtown Bd of Ed	NJNG	22000651962Y
972 Manalapan Englishtown Bd of Ed	NJNG	220009056174
973 Manasquan Bd of Ed	NJNG	133576350111
974 Manasquan Bd of Ed	NJNG	153581123028
975 Manasquan Bd of Ed	NJNG	153581136021
979 Manchester Twp Bd of Ed	NJNG	094650008213
992 Matawan Aberdeen Reg Bd of Ed	NJNG	012303153521
993 Matawan Aberdeen Reg Bd of Ed	NJNG	032313459022
994 Matawan Aberdeen Reg Bd of Ed	NJNG	04231143252Y
995 Matawan Aberdeen Reg Bd of Ed	NJNG	042317122224
996 Matawan Aberdeen Reg Bd of Ed	NJNG	042317980827
997 Matawan Aberdeen Reg Bd of Ed	NJNG	20239426003Y
998 Matawan Aberdeen Reg Bd of Ed	NJNG	202398159829
999 Matawan Aberdeen Reg Bd of Ed	NJNG	20239820852Y
1028 Middletown Twp Bd of Ed	NJNG	012272721521
1029 Middletown Twp Bd of Ed	NJNG	012274100024

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1030 Middletown Twp Bd of Ed	NJNG	022271109023
1031 Middletown Twp Bd of Ed	NJNG	022271763025
1032 Middletown Twp Bd of Ed	NJNG	062342461025
1033 Middletown Twp Bd of Ed	NJNG	092139036023
1034 Middletown Twp Bd of Ed	NJNG	092139818025
1035 Middletown Twp Bd of Ed	NJNG	102134752522
1036 Middletown Twp Bd of Ed	NJNG	102143064721
1037 Middletown Twp Bd of Ed	NJNG	102148752620
1038 Middletown Twp Bd of Ed	NJNG	132167740026
1039 Middletown Twp Bd of Ed	NJNG	13246724252Y
1040 Middletown Twp Bd of Ed	NJNG	132467455024
1041 Middletown Twp Bd of Ed	NJNG	152247396026
1042 Middletown Twp Bd of Ed	NJNG	172478800022
1043 Middletown Twp Bd of Ed	NJNG	172491321026
1044 Middletown Twp Bd of Ed	NJNG	220006456703
1045 Middletown Twp Bd of Ed	NJNG	220006808406
1046 Middletown Twp Bd of Ed	NJNG	220007108575
1047 Middletown Twp Bd of Ed	NJNG	220007635797
1070 Monmouth Beach Bd of Ed	NJNG	063227468525
1071 Monmouth Co Voc Bd of Ed	NJNG	022288192716
1072 Monmouth Co Voc Bd of Ed	NJNG	023416791516
1073 Monmouth Co Voc Bd of Ed	NJNG	052331701513
1074 Monmouth Co Voc Bd of Ed	NJNG	113152550515
1075 Monmouth Co Voc Bd of Ed	NJNG	123355380114
1076 Monmouth Co Voc Bd of Ed	NJNG	132155009519
1077 Monmouth Co Voc Bd of Ed	NJNG	132155009615
1078 Monmouth Co Voc Bd of Ed	NJNG	153174998812
1079 Monmouth Co Voc Bd of Ed	NJNG	162388133617
1080 Monmouth Co Voc Bd of Ed	NJNG	173461633015
1081 Monmouth Co Voc Bd of Ed	NJNG	192169334515
1082 Monmouth Co Voc Bd of Ed	NJNG	220007293619
1083 Monmouth Co Voc Bd of Ed	NJNG	220010219591
1121 Montville Twp Bd of Ed	NJNG	041215060515
1122 Montville Twp Bd of Ed	NJNG	041216089512
1123 Montville Twp Bd of Ed	NJNG	041216091014
1124 Montville Twp Bd of Ed	NJNG	041219091511
1125 Montville Twp Bd of Ed	NJNG	041219091618
1126 Montville Twp Bd of Ed	NJNG	04121921551Y
1127 Montville Twp Bd of Ed	NJNG	041219382319
1128 Montville Twp Bd of Ed	NJNG	041219446511
1129 Montville Twp Bd of Ed	NJNG	041220878813
1130 Montville Twp Bd of Ed	NJNG	22001350600Y
1140 Morris Co Voc Bd of Ed	NJNG	181287467040
1141 Morris Co Voc Bd of Ed	NJNG	181287882518

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NJNG Account Numbers

1142 Morris Co Voc Bd of Ed	NJNG	181287920019
1143 Morris Co Voc Bd of Ed	NJNG	181287978915
1144 Morris Hills Reg Bd of Ed	NJNG	201191354518
1145 Morris Hills Reg Bd of Ed	NJNG	201191355019
1146 Morris Hills Reg Bd of Ed	NJNG	201191561015
1152 Mount Arlington Bd of Ed	NJNG	220005443370
1170 Mount Olive Bd of Ed	NJNG	071130000513
1171 Mount Olive Bd of Ed	NJNG	081128137019
1172 Mount Olive Bd of Ed	NJNG	081129166516
1173 Mount Olive Bd of Ed	NJNG	220004238817
1174 Mount Olive Bd of Ed	NJNG	220006642266
1175 Mount Olive Bd of Ed	NJNG	220007302423
1176 Mountain Lakes Bd of Ed	NJNG	111260561010
1177 Mountain Lakes Bd of Ed	NJNG	131261336017
1178 Mountain Lakes Bd of Ed	NJNG	131261600017
1179 Mountain Lakes Bd of Ed	NJNG	131261630013
1180 Mountain Lakes Bd of Ed	NJNG	220009491352
1247 Ocean Co Voc Bd of Ed	NJNG	044531383512
1248 Ocean Co Voc Bd of Ed	NJNG	075086329116
1249 Ocean Co Voc Bd of Ed	NJNG	164574211016
1250 Ocean Co Voc Bd of Ed	NJNG	164673967513
1251 Ocean Co Voc Bd of Ed	NJNG	164673967610
1252 Ocean Co Voc Bd of Ed	NJNG	184689180213
1253 Ocean Co Voc Bd of Ed	NJNG	220007206271
1254 Ocean Co Voc Bd of Ed	NJNG	220007955942
1255 Ocean Co Voc Bd of Ed	NJNG	220010619270
1256 Ocean Gate Bd of Ed	NJNG	164672884011
1257 Ocean Gate Bd of Ed	NJNG	164672884214
1258 Ocean Township Bd of Ed	NJNG	033105202024
1259 Ocean Township Bd of Ed	NJNG	053123316025
1260 Ocean Township Bd of Ed	NJNG	053123767926
1261 Ocean Township Bd of Ed	NJNG	063106632616
1262 Ocean Township Bd of Ed	NJNG	073114159523
1263 Ocean Township Bd of Ed	NJNG	073114159620
1264 Ocean Township Bd of Ed	NJNG	073125100826
1280 Parsippany Troy Hills Bd of Ed	NJNG	101238052016
1281 Parsippany Troy Hills Bd of Ed	NJNG	101240356019
1282 Parsippany Troy Hills Bd of Ed	NJNG	101240382014
1283 Parsippany Troy Hills Bd of Ed	NJNG	101240382516
1284 Parsippany Troy Hills Bd of Ed	NJNG	101240563510
1285 Parsippany Troy Hills Bd of Ed	NJNG	101247521718
1286 Parsippany Troy Hills Bd of Ed	NJNG	111249348517
1287 Parsippany Troy Hills Bd of Ed	NJNG	111252510010
1288 Parsippany Troy Hills Bd of Ed	NJNG	111252542011

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1289 Parsippany Troy Hills Bd of Ed	NJNG	111252596511
1290 Parsippany Troy Hills Bd of Ed	NJNG	131263667012
1291 Parsippany Troy Hills Bd of Ed	NJNG	13126396901Y
1292 Parsippany Troy Hills Bd of Ed	NJNG	141254613514
1293 Parsippany Troy Hills Bd of Ed	NJNG	141254823511
1294 Parsippany Troy Hills Bd of Ed	NJNG	181287812018
1295 Parsippany Troy Hills Bd of Ed	NJNG	220010949236
1464 Point Pleasant Beach Bd of Ed	NJNG	043517883014
1465 Point Pleasant Beach Bd of Ed	NJNG	073536504016
1466 Point Pleasant Beach Bd of Ed	NJNG	073536901513
1467 Point Pleasant Beach Bd of Ed	NJNG	220007181924
1468 Point Pleasant Beach Bd of Ed	NJNG	220007181975
1469 Point Pleasant Boro Bd of Ed	NJNG	033513011817
1470 Point Pleasant Boro Bd of Ed	NJNG	143563194615
1471 Point Pleasant Boro Bd of Ed	NJNG	183543148013
1472 Point Pleasant Boro Bd of Ed	NJNG	18354317152Y
1473 Point Pleasant Boro Bd of Ed	NJNG	183543344217
1474 Point Pleasant Boro Bd of Ed	NJNG	183544092015
1475 Point Pleasant Boro Bd of Ed	NJNG	220005598970
1476 Point Pleasant Boro Bd of Ed	NJNG	220006985488
1502 Randolph Twp Bd of Ed	NJNG	081136278014
1503 Randolph Twp Bd of Ed	NJNG	10114810001Y
1504 Randolph Twp Bd of Ed	NJNG	101149219013
1505 Randolph Twp Bd of Ed	NJNG	101149219515
1506 Randolph Twp Bd of Ed	NJNG	101149220516
1512 Red Bank Bd of Ed	NJNG	162182351029
1513 Red Bank Reg Bd of Ed	NJNG	202178419027
1560 Rockaway Boro Bd of Ed	NJNG	201192185015
1561 Rockaway Boro Bd of Ed	NJNG	201192752016
1562 Rockaway Boro Bd of Ed	NJNG	201192775517
1574 Roxbury Twp Bd of Ed	NJNG	011102734819
1575 Roxbury Twp Bd of Ed	NJNG	021104560218
1576 Roxbury Twp Bd of Ed	NJNG	021106312525
1577 Roxbury Twp Bd of Ed	NJNG	021106428026
1578 Roxbury Twp Bd of Ed	NJNG	021106429029
1579 Roxbury Twp Bd of Ed	NJNG	021108656313
1580 Roxbury Twp Bd of Ed	NJNG	031111230014
1581 Roxbury Twp Bd of Ed	NJNG	031111496517
1582 Roxbury Twp Bd of Ed	NJNG	220006976071
1583 Roxbury Twp Bd of Ed	NJNG	220006976127
1584 Roxbury Twp Bd of Ed	NJNG	220012679081
1585 Roxbury Twp Bd of Ed	NJNG	220012679217
1613 Seaside Park Bd of Ed	NJNG	044721645034
1614 Seaside Park Bd of Ed	NJNG	044721971024

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1620 Shore Regional Bd of Ed	NJNG	103249125021
1655 Southern Regional Bd of Ed	NJNG	075081020013
1656 Southern Regional Bd of Ed	NJNG	075081021016
1657 Southern Regional Bd of Ed	NJNG	075081022019
1658 Southern Regional Bd of Ed	NJNG	075081023011
1659 Southern Regional Bd of Ed	NJNG	075081109317
1660 Southern Regional Bd of Ed	NJNG	075081792515
1661 Southern Regional Bd of Ed	NJNG	075081959012
1662 Southern Regional Bd of Ed	NJNG	075081959119
1663 Southern Regional Bd of Ed	NJNG	075081959311
1664 Southern Regional Bd of Ed	NJNG	220004317873
1665 Southern Regional Bd of Ed	NJNG	220005499568
1666 Southern Regional Bd of Ed	NJNG	220007599554
1667 Southern Regional Bd of Ed	NJNG	22000832130Y
1669 Stafford Twp Bd of Ed	NJNG	075081950018
1670 Stafford Twp Bd of Ed	NJNG	220005192179
1671 Stafford Twp Bd of Ed	NJNG	220005377077
1672 Stafford Twp Bd of Ed	NJNG	220005640963
1673 Stafford Twp Bd of Ed	NJNG	220009689916
1674 Stafford Twp Bd of Ed	NJNG	22001056954Y
1711 Tinton Falls Schools Bd of Ed	NJNG	152165017715
1712 Tinton Falls Schools Bd of Ed	NJNG	152165481024
1713 Tinton Falls Schools Bd of Ed	NJNG	192169239518
1714 Tinton Falls Schools Bd of Ed	NJNG	192169364511
1715 Tuckerton Bd of Ed	NJNG	014992625019
1716 Union Beach Bd of Ed	NJNG	062338930511
1717 Union Beach Bd of Ed	NJNG	182391139315
1718 Union Beach Bd of Ed	NJNG	182391139518
1746 Wall Twp Bd of Ed	NJNG	113347501810
1747 Wall Twp Bd of Ed	NJNG	113347502011
1748 Wall Twp Bd of Ed	NJNG	113347516122
1749 Wall Twp Bd of Ed	NJNG	113347724010
1750 Wall Twp Bd of Ed	NJNG	113353141515
1751 Wall Twp Bd of Ed	NJNG	123350271015
1752 Wall Twp Bd of Ed	NJNG	123355411005
1753 Wall Twp Bd of Ed	NJNG	123355415014
1754 Wall Twp Bd of Ed	NJNG	163579569514
1755 Wall Twp Bd of Ed	NJNG	203580360013
1756 Wall Twp Bd of Ed	NJNG	220007257440
1757 Wall Twp Bd of Ed	NJNG	220011915791
1835 West Long Branch Bd of Ed	NJNG	163276259527
1846 West Morris Regional High School District	NJNG	081129145416
1847 West Morris Regional High School District	NJNG	081129175316
1868 Wharton Boro Bd of Ed	NJNG	061127109016