


Fill in this information to identify the case:

Debtor 1 Russell Reid Waste Hauling and Disposal Service Co., Inc.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of New Jersey 

Case number 25-23629

Official Form 410

Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>Constellation NewEnergy, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>Constellation NewEnergy, Inc.</u> Name <u>1310 Point Street</u> Number Street <u>Baltimore MD 21231</u> City State ZIP Code Contact phone <u>667-313-6256</u> Contact email <u>gail.rosen@constellation.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p><u>Constellation NewEnergy, Inc.</u> Name <u>P.O. Box 4640</u> Number Street <u>Carol Stream IL 60197</u> City State ZIP Code Contact phone <u>667-313-6256</u> Contact email <u>gail.rosen@constellation.com</u></p> <p>Uniform claim identifier (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

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252362926022300000000001

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 2 3 2

7. How much is the claim? \$ 5,892.12. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.

See attached documents

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

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Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. **Amount necessary to cure any default as of the date of the petition.** \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- No
 Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- Up to \$3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- Wages, salaries, or commissions (up to \$17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____
- Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies. \$ 3,781.42

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

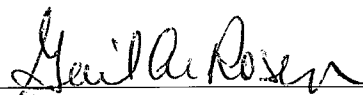
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/20/2026
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name Gail Rosen
First name Middle name Last name

Title Authorized Representative

Company Constellation NewEnergy, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1310 Point Street
Number Street

Baltimore MD 21231
City State ZIP Code

Contact phone 667-313-6256 Email gail.rosen@constellation.com

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Third Party Supplier Contract Summary for Russell Reid Waste Hauling and Disposal Service Co., Inc.
Accounts and Addresses listed below in Account Schedule

Third Party Supplier Information: By entering into this contract, you are agreeing to purchase your electric supply from this supplier.	Constellation NewEnergy, Inc. (BPU license # ESL-0016) will be responsible for supply of your electricity. You can call us at our toll-free number 1-877-997-9995 between 8:00 AM and 8:00 PM eastern prevailing time (not including weekends or holidays) or email us at customer-care@constellation.com . www.constellation.com Constellation NewEnergy, Inc. 900A Lake Street Suite 2 Ramsey, NJ 07446
Price Structure	Your contract price includes the price of electricity supply, and is subject to any charges you elected to pass through as set forth in the Cost Components section below. After the initial term, we may convert your Accounts to a monthly holdover term. The holdover term is calculated based on the Day Ahead Locational Based Marginal Price for the zone in which your account is located as published by the PJM Interconnection, plus a fixed adder, plus other costs as further described in your Agreement. Your contract price includes New Jersey Sales and Use Tax.
Generation/supply Price	.08706\$/kWh during the initial term;
Statement Regarding Savings:	During the term of your contract, the price may be higher or lower than the EDC's price-to-compare, which changes over time based upon your EDC's procurement structure. Therefore <u>savings are not guaranteed</u> .
Amount of time required to change from Constellation back to default service or another TPS.	Upon your termination of this contract, we will return you to being supplied by your local utility or alternate supplier at your next available meter read date. You will continue to remain responsible for payment for electricity and related costs and charges incurred under this contract through such meter read date.
Incentives	
Right to Cancel/Rescind	You will receive a notice from your utility confirming your selection of Constellation as your supplier. You may not rescind this Agreement.
Contract Start Date	We will begin supplying electricity to your account on the next applicable meter read date after the utility process your enrollment.
Contract Term/Length	24 Months
Cancellation/Early Termination Fees	If you terminate this Agreement you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount Constellation would be able to resell such related services. You will also be liable for all past due amounts as well as any costs incurred by Constellation in connection with collecting any such amounts.
Renewal Terms	At the end of the Term of this Agreement, if you do not affirmatively consent to new terms, we shall either return you to being served by your utility or continue to serve you on a month-to-month holdover term.
Distribution Company Information	Your local utility is responsible for the actual delivery of electricity to your business. In cases of emergencies relating to your service, such as a power outage, please call your local utility Public Service Electric & Gas 1-800-880-7734 www.pseg.com ; Atlantic City Electric Company 1-800-833-7476 www.atlanticcityelectric.com ; Jersey Central Power & Light 1-888-544-4877 www.firstenergycorp.com

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**Constellation NewEnergy, Inc.
New Jersey Electricity Supply Agreement**

NJ License # ESL-0016

RUSSELL REID WASTE HAULING AND DISPOSAL SERVICE CO., INC. ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Affirmative Consent. You expressly acknowledge and agree that by executing this Agreement, you are providing "affirmative authorization" and "affirmative consent" as may be required by Sections 14.4-7.6(L) and 14.4-7.12 of the New Jersey Administrative Code for price variability pursuant to Section 5 of the General Terms and Conditions below.

Cost Components. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions. If a cost component below is listed as "Included in Price" then such cost(s) are included in the contract price(s) in the Account Schedule below and are only subject to change if there is a change in law as described in Section 5 of the General Terms and Conditions below.

Energy Costs	Included in Price
Ancillary Services And Other ISO Costs	Included in Price
Auction Revenue Rights Credits	Included in Price
Capacity Costs	Included in Price
NITS Costs	Price Adjustment
Transmission Enhancement Costs	Price Adjustment
Transmission Loss Credits	Included in Price
Line Loss Costs	Included in Price
FERC Order 745 Costs	Included in Price
Balancing Congestion Costs	Included in Price
Transmission Reallocation Costs	Included in Price

The contract prices contained in the Account Schedule include credit costs and margin and applicable New Jersey Sales and Use Taxes at the levels required by currently applicable law as well as Renewable Portfolio Standards Costs. Any applicable RMR Costs are also included in the contract prices. Selecting either NITS Costs or Transmission Enhancement Costs as "Included in Price" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in NITS Costs or Transmission Enhancement Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates. Stating "NITS Costs" or "Transmission Enhancement Costs" as "Price Adjustment" means that we have included each of these costs in your contract price at current prices and quantities but that we will pass through any future incremental changes in your NITS Costs and/or Transmission Enhancement Costs, upward or downward based on changes in prices.

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Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the applicable residual zone ("LMP") + \$.015994 (inclusive of New Jersey Sales and Use Tax)/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the State of New Jersey that the electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Environmental Disclosure Information. Our electricity supply may be purchased from any number of sources. We are not purporting to sell power from a specific source—e.g. renewable fuels. Data concerning the generation resource mix and environmental characteristics of our electricity products is included as Exhibit A attached hereto and incorporated herein by reference, will be provided to you periodically with your invoices, is available upon request and will be updated periodically.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

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Consumer Protections. Additional information may be obtained by contacting the New Jersey Board of Public Utilities Division of Customer Assistance (9:00 a.m. to 4:00 p.m.), in state at 800-624-0241 and out of state at 609-341-9188. This Agreement will also be subject to all applicable consumer protection laws of the United States and the State of New Jersey, to the extent allowed by applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Atlantic City Electric Company	AECO	1-800-833-7476
Jersey Central Power & Light	JCPL	1-888-544-4877
Public Service Electric & Gas	PSEG	1-800-350-7734

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

E-Signed : 11/06/2019 06:11 PM EST
Nancy H. Fischer
contractadmin@constellation.com
IP: 216.99.180.226
Sertifi Electronic Signature
DocID: 20191105100503269

Printed Name:

Title:

Address: 1001 Louisiana St. Constellation Suite 2300
Houston, TX 77002
Attn: Contracts Administration

Fax: 888-829-8738

Phone: 844-636-3749

Customer: Russell Reid Waste Hauling and Disposal Service Co., Inc.

E-Signed : 11/06/2019 03:56 PM EST
Kevin J. Podmore, VP
USS
bseibel@russellreid.com
IP: 45.42.48.10
Sertifi Electronic Signature
DocID: 20191105100503269

Date:

Address: 200 Smith St
KEASBEY, NJ 08832-1159

Fax:

Phone:

Email:

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General Terms and Conditions

1. Definitions.

"Ancillary Services And Other ISO Costs" means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff ("OATT") and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account's monthly Ancillary Services And Other ISO Costs based on the Account's \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

"Auction Revenue Rights Credits" means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are "Passed Through", such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account's applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

"Balancing Congestion Costs" means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission's Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

"Capacity Costs" means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

"Energy Costs" means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

"FERC Order 745 Costs" means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission ("FERC") in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

"ISO" means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

"Line Loss Costs" means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Included in Price," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage.

"NITS Costs" means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC's service territory, and

expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Non Time Of Use" or "NTOU" means all hours of each day.

"Off Peak" means all hours other than Peak hours.

"Peak" means the hours designated as peak from time to time by the UDC.

"Renewable Portfolio Standards Costs" means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

"RMR Costs" or "Reliability-Must-Run Costs" means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

"Taxes" means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

"Transmission Enhancement Costs" means the Transmission Enhancement charges or credits as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below.

"Transmission Loss Credits" means the credit amounts applicable to the Accounts under the ISO's marginal loss construct.

"Transmission Reallocation Costs" means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

"UDC" means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

"UDC Charges" means all UDC costs, charges, and fees, due under UDC's delivery services rates associated with your use of UDC's distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required

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cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in tariff or law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section may change any or all of the charges described in this Agreement. Your first bill reflecting increased costs will include a bill insert describing the increase in costs in reasonable detail.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from

performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint

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Sales Rep: Kristina G Edwards

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venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by

the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Environmental Information Disclosure (EID) for the Electricity Product of Constellation

Electricity Supplied from June 1, 2017 to May 31, 2018

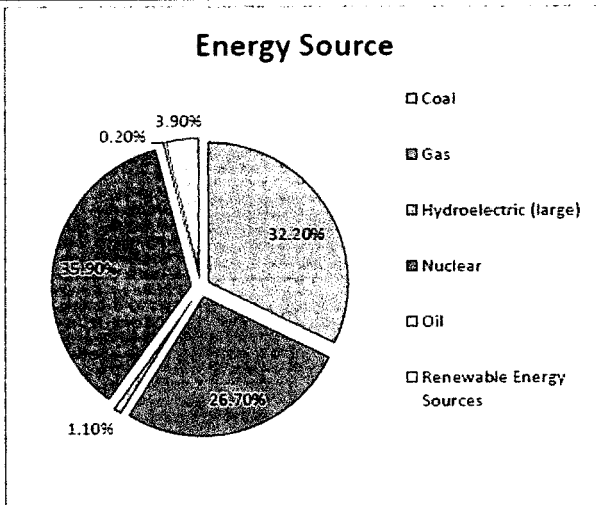
- Below is the default EID Label describing the resources used to generate electricity for customers of Constellation
- The PJM System Mix data provided in the standard format below is to be used as the default EID Label when a TPS or EDC has not made an affirmative claim about the environmental characteristics of their product.
- A Third Party Supplier or EDC may substitute product specific information if it makes an affirmative claim that the electricity mix used in its product exceeds the standard default mix including the State mandates for Renewable Portfolio Standard compliance.
- If a TPS or EDC uses actual product specific data to substantiate an environmental claim, the EID label must include the TPS or BGS Providers emissions data in lb/MWh for comparison with PJM benchmark as described below.
- If a TPS or EDC uses actual product specific data to substantiate an environmental claim, the EID label must also include a graphical representation of the TPS or BGS Provider's emissions data as a percentage of PJM benchmark as shown below.
- If a TPS or EDC uses substitute data to substantiate an environmental claim based upon the retirement of RECs beyond that required by NJ law or actually procured renewable electricity, the EID label with sufficient documentation to determine generation sources and emissions must be submitted to the NJ BPU Office of Clean Energy for verification.

PJM System Mix

Energy Source

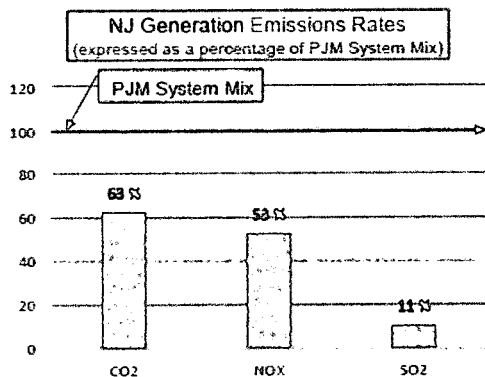
Coal	32.20%
Gas	26.70%
Hydroelectric (large)	1.10%
Nuclear	35.90%
Oil	0.20%
Renewable Energy Sources	
Captured methane gas	0.30%
Fuel cells	0.00%
Geothermal	0.00%
Hydroelectric(small)	0.00%
Solar	0.20%
Solid waste	0.50%
Wind	2.60%
Wood or other biomass	0.30%
Total:	100.00%

Renewable Energy Sources Subtotal 3.90%



Air Emissions Rates

Pursuant to N.J.A.C. 14:8-3:1(b)2, air emission rates for CO₂, NO_x, and SO₂ associated with the fuel mix must be reported in units of pound per megawatt-hour (lb/MWh). The Benchmark Energy Source and emission rate data is the PJM System Mix for EY 2018 and represent the average amount of air pollution associated with the generation of electricity in the PJM region. The PJM System Mix average emission rate for all electricity generation in the PJM Region can be used for comparison when a NJ TPS or BGS Provider supplies actual emission data for a product making an affirmative environmental claim that exceeds the NJ Renewable Portfolio Standards. CO₂ is a "greenhouse gas" which may contribute to global climate change. NO_x and SO₂ react to form acids found in acid rain. NO_x also reacts to form ground level ozone, an unhealthy component of "smog." For illustrative purposes, the chart below compares a hypothetical electricity product that contained 100% NJ generation sources to the PJM System Mix.



Data Source	CO ₂ (lb/MWh)	NO _x (lb/MWh)	SO ₂ (lb/MWh)
PJM System Mix	947.59	0.62	0.74
NJ Benchmark	598.00	0.33	0.08

	CO ₂	NO _x	SO ₂
PJM System Mix (%)	100	100	100
NJ Generation (%)	63	53	11

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ACCOUNT SCHEDULE:

For: Russell Reid Waste Hauling and Disposal Service Co., Inc.

The Pricing set forth below is only valid until 5:00 PM Eastern Prevailing Time on November 5, 2019

**We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices**

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 12

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
AECO	0550098325637000262580	1710 HURFFVILLE RD BLD-1A, SEWELL, NJ 080804260	12/19/19	12/19/21	\$0.08706
AECO	0550098330827000262603	1714 Hurville Rd Building 1 B, WOODBURY, NJ 080961000	12/19/19	12/19/21	\$0.08706
JCPL	08016075130000596240	206 Rocky Run Rd, GLEN GARDNER, NJ 088263268	12/24/19	12/19/21	\$0.08706
JCPL	08016075130000607851	330 Bismark Rd, JACKSON, NJ 085273064	12/19/19	12/16/21	\$0.08706
JCPL	08016075130000733004	2157 Rt 31, GLEN GARDNER, NJ 088266416	12/27/19	12/20/21	\$0.08706
JCPL	08039098890000607850	330 Bismark Rd X St- Diamond, JACKSON, NJ 085273064	12/19/19	12/16/21	\$0.08706
PSEG	PE000008319121392180	200 Smith St Unit 4, KEASBEY, NJ 088321159	12/24/19	12/25/21	\$0.08706
PSEG	PE000009304694492232	1714 Hurville Rd, WOODBURY, NJ 080961000	12/27/19	12/26/21	\$0.08706
PSEG	PE000009534877792232	200 Smith St Unit 2, KEASBEY, NJ 088321159	12/24/19	12/25/21	\$0.08706
PSEG	PE000009534878592232	200 Smith St Unit 1, KEASBEY, NJ 088321159	12/24/19	12/25/21	\$0.08706
PSEG	PE000011484728892199	200 Smith St Trk, Htrs, Keasbey, NJ 088321159	12/24/19	12/25/21	\$0.08706
PSEG	PE000011484752892232	200 Smith St Unit 3, KEASBEY, NJ 088321159	12/24/19	12/25/21	\$0.08706

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

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Russell Reid Waste Hauling and Disposal Service Co., Inc. (25-23629)
Constellation NewEnergy, Inc.

Acct no	Type	Start Period	End Period	Amount
PE000009304694492232	General Unsecured Claim	12/3/2025	12/10/2025	\$ 213.66
PE000009304694492232	503(B)9 Claim	12/11/2025	12/30/2025	\$ 248.62
0550098325637000262580	General Unsecured Claim	11/21/2025	12/10/2025	\$ 163.93
0550098325637000262580	503(B)9 Claim	12/11/2025	12/30/2025	\$ 159.83
0550098330827000262603	General Unsecured Claim	11/21/2025	12/10/2025	\$ 140.88
0550098330827000262603	503(B)9 Claim	12/11/2025	12/30/2025	\$ 129.51
08016075130000596240	General Unsecured Claim	11/24/2025	12/10/2025	\$ 140.37
08016075130000596240	503(B)9 Claim	12/11/2025	12/30/2025	\$ 150.72
08016075130000607851	General Unsecured Claim	12/10/2025	12/10/2025	\$ -
08016075130000607851	503(B)9 Claim	12/11/2025	12/30/2025	\$ 291.46
08016075130000733004	General Unsecured Claim	11/25/2025	12/10/2025	\$ 407.48
08016075130000733004	503(B)9 Claim	12/11/2025	12/30/2025	\$ 510.44
08039098890000607850	General Unsecured Claim	12/10/2025	12/10/2025	\$ -
08039098890000607850	503(B)9 Claim	12/11/2025	12/30/2025	\$ 43.52
PE000008319121392180	General Unsecured Claim	12/2/2025	12/10/2025	\$ 711.54
PE000008319121392180	503(B)9 Claim	12/11/2025	12/30/2025	\$ 1,525.30
PE000009534877792232	General Unsecured Claim	12/2/2025	12/10/2025	\$ 164.05
PE000009534877792232	503(B)9 Claim	12/11/2025	12/30/2025	\$ 355.85
PE000009534878592232	General Unsecured Claim	12/2/2025	12/10/2025	\$ 75.18
PE000009534878592232	503(B)9 Claim	12/11/2025	12/30/2025	\$ 162.20
PE000011484752892232	General Unsecured Claim	12/2/2025	12/10/2025	\$ 93.61
PE000011484752892232	503(B)9 Claim	12/11/2025	12/30/2025	\$ 203.97

General Unsecured Claim	\$ 2,110.70
503(B)9 Claim	\$ 3,781.42
Total	\$ 5,892.12