


Fill in this information to identify the case:

Debtor 1 United Site Services

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: District of New Jersey 

Case number 25-23630

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

1. Who is the current creditor? Constellation NewEnergy, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else? No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent? <small>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</small>	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Constellation NewEnergy, Inc.</u> <small>Name</small> <u>1310 Point Street</u> <small>Number Street</small> <u>Baltimore MD 21231</u> <small>City State ZIP Code</small> Contact phone <u>667-313-6256</u> Contact email <u>gail.rosen@constellation.com</u>	<u>Constellation NewEnergy, Inc.</u> <small>Name</small> <u>P.O. Box 4640</u> <small>Number Street</small> <u>Carol Stream IL 60197</u> <small>City State ZIP Code</small> Contact phone <u>667-313-6256</u> Contact email <u>gail.rosen@constellation.com</u>

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Uniform claim identifier (if you use one):

4. Does this claim amend one already filed? No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim? No
 Yes. Who made the earlier filing? _____



252363026022300000000005

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 6 6 9

7. How much is the claim? \$ 1,481.22. 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.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

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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. \$ 1,031.19

* 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:

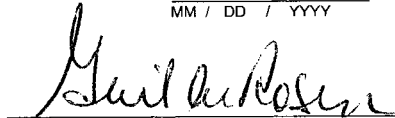
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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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**ELECTRICITY SALES AGREEMENT
TX - Fully Variable greater than 50kW**

COMMERCIAL CUSTOMER INFORMATION

Customer Name: United Site Services
Billing Address: 550 S 5th Avenue Mansfield, TX 76063

Contact Name: Chad Nell
Telephone Number: 817-477-5200
TDSP Account Number(s) ("Accounts") and Service Address(s): See Contract Addendum 1

	CenterPoint	Oncor	Texas New Mexico Power	AEP South or North
Emergency	800-332-7143	888-313-4747	888-866-7456	866-223-8508
Outage Service	800-332-7143	888-313-6862	888-866-7456	877-373-4858

Tax ID Number: Tax exempt or special tax status. (Must provide appropriate documentation to ConEdison Solutions)

AGREEMENT FOR PURCHASE OF ELECTRICITY

By signing and returning this form to Consolidated Edison Solutions, Inc. ("ConEdison Solutions"), Customer hereby offers to purchase from ConEdison Solutions the full electric requirements for the Account(s) for the period beginning with Your Transmission and Distribution Service Provider's ("TDSP") meter reading for July 2010 and ending with Your TDSP's meter reading for July 2012 (the "Term"). After the expiration of the Term, service shall continue on a bill-cycle-to-bill cycle basis ("Holdover Period") unless: (i) terminated by either Party giving 30 days advance written notice of its intent to terminate; or (ii) the Parties agree to new terms going forward as evidenced in writing. If We serve You during any Holdover Period, We agree to charge and You agree to pay Us the Index Market Rate multiplied by Your usage. ConEdison Solutions cannot commit to a specific date on which the Customer's Account(s) will be switched because of the involvement of the Electric Reliability Council of Texas ("ERCOT") and the TDSP in the enrollment process; further ConEdison Solutions shall not be liable for any action or inaction of ERCOT or any TDSP.

Upon ConEdison Solutions' acceptance of Customer's offer (indicated by its signing below), Customer will be bound to receive and purchase from ConEdison Solutions, and ConEdison Solutions will be bound to provide and sell to Customer, electricity during the Term in accordance with the Pricing and Delivery Point section below and the General Terms and Conditions attached hereto. In this Agreement, Customer may be referred to as "You" or "Your" or "Customer" and ConEdison Solutions may be referred to as "ConEdison Solutions" or "We" or "Our" or "Us".

Customer: <u>United Site Services</u>	Consolidated Edison Solutions, Inc.
Name (Print): <u>Stephanie Passalunghi</u>	Name (Print): <u>Robert E. Anderson</u>
Signature: <u>[Signature]</u>	Signature: <u>Robert E. Anderson</u>
Title: <u>Authorizing Agent PEG</u>	Title: <u>Vice President, Commodity Sales</u>
Date: <u>9/24/2010</u>	Date: <u>10/6/10</u>
	ConEdison Solutions

Consolidated Edison Solutions, Inc.; 100 Summit Lake Drive, Suite 410, Valhalla, NY 10595; 1-800-316-8011

PRICING and DELIVERY POINT: Customer shall pay the sum of all intervals within the billing cycle calculated as follows: (a) the Energy Charge which means: (i) the actual metered usage (in kWh) grossed up for line losses, multiplied by the applicable zonal MCPE and (ii) the actual metered usage multiplied by all Retail Components* and the per kWh administrative adder specified in Contract Addendum 1; plus (b) TDSP Charges; plus (c) Taxes. "MCPE" means the market clearing price of energy as determined and published by ERCOT. The delivery point ("Delivery Point") for the electricity shall be the ERCOT zone in which Your Account is located.

In all cases, irrespective of ConEdison Solutions' obligation to deliver to the Delivery Point, ConEdison Solutions agrees to schedule delivery to Your Account(s) but You shall be responsible for any positive difference in cost between the Delivery Point and Your Account(s). Any such cost differential will be passed through to You at cost.

*Retail Components include, but are not limited to, unaccounted for energy, regulation up, regulation down, non-spin reserve, responsive reserve, black start, reliability must run, replacement reserve service, out of order merit capacity, out of order merit energy, balancing energy neutrality act charges, zonal (or local) congestion charges, scheduling charges, load balancing energy service charge, ERCOT administration fee, residential energy credit and renewable energy credit charges.

08/03/10 Version: 1.1

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**ELECTRICITY SALES AGREEMENT
GENERAL TERMS AND CONDITIONS**

1. **SCOPE:** These terms and conditions shall apply to the purchase by You and sale by Us of electricity as specified herein for the Term.
2. **DEFINITIONS:**
 - a. **"Index Market Rate"** means the Weighted Average Rate plus a \$10/MWh administration fee.
 - b. **"Taxes"** shall mean all taxes, assessments, levies, duties, charges, fees and withholdings of any kind imposed by any taxing authority and all penalties, fines, and additions to tax and interest thereon that are directly related to the services provided under this Agreement, including, but not limited to: Sales Tax, Miscellaneous Gross Receipts Tax, Public Utility and Franchise Fees. Taxes shall not include charges resulting from Our failure to timely pay any taxes or any taxes resulting from Our net income or property ownership.
 - c. **"TDSP Charges"** shall mean the tariff charges and credits of the TDSP for service to Customer's Account(s), including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charges, Nuclear Decommissioning Charges, Competitive Transition Charges, Transition Charges, Standard Customer Metering Charges, Customer Charges, Merger Savings and Rate Reduction Credit, TDSP discretionary charges, Excess Mitigation Credits, Utility Imposed Reactive Power Charges or Stranded Cost Adjustments pursuant to the applicable TDSP tariff(s) for retail delivery service as approved by the PUCT.
 - d. **"Weighted Average Rate"** means, for any relevant period, the sum of the product of Your usage for all of Your Accounts within a zone for each 15 minute period multiplied by the applicable zonal market-clearing price of electricity ("MCPE") for each interval as defined and published by ERCOT or its successor index market rate, divided by the sum of Your usage for all of Your Accounts within a zone, plus Uplifts. For purposes of this definition, "Uplifts" means all charges and fees resulting from delivering electricity to Your Accounts. Examples of what these charges may be include, but are not limited to: transmission or distribution losses, unaccounted for energy, regulation up, regulation down, non-spin reserve, responsive reserve, black start, replacement reserve, reliability must run, out of order merit capacity, out of order merit energy, balancing energy neutrality act, local balancing, mismatch schedule fee, inter-zonal congestion, local congestion, scheduling charges, ERCOT administration fee, renewable energy credit, residential energy credit, PUCT credit requirements, ERCOT credit requirements, TDSP Charges and Taxes, all as may be defined by ERCOT, the PUCT, or any other applicable governmental entity.
3. **BILLING AND PAYMENT:** Payment is due within twenty (20) days from the date on the invoice. Amounts due but not paid will be subject to a 1.5 % per month late fee, or the maximum rate allowable by law, whichever is less. Your bill will be based on monthly meter readings. If Your TDSP is unable to read Your meter, Your TDSP will estimate Your charges based on previous usage history, and later adjust it based on actual usage shown by a meter reading. We shall make a similar adjustment to Your bill. Further, in the event that the TDSP or other responsible third parties do not timely provide the data necessary for Us to produce an invoice, We may estimate Your charges based on Your previous usage history and then later adjust it based on actual usage. You shall reimburse ConEdison Solutions for any collection fees We incur in collecting Your outstanding invoices. We may require a security deposit of up to two (2) months estimated usage, and You agree to provide such deposit upon written request.
4. **DISPUTED INVOICES:** If for any reason You dispute any portion of an invoice, You shall pay the undisputed portion of the invoice by the due date and notify Us in writing of the reasons for the dispute along with such payment. Thereafter, the parties shall work in good faith toward an amicable solution to the dispute.
5. **CHANGES IN SERVICE REQUIRED:** You agree to authorize Us to access Your historical usage records from Your TDSP. You agree to notify Us in writing whenever You have reason to believe Your demand will depart materially from such historical usage, e.g., because of addition or reduction of equipment or usage thereof, providing good faith estimates of such departures. If in any month Your demand for the quantity of electric service varies more than twenty five percent (25%) from the preceding twelve (12) months average historical usage, ConEdison Solutions may notify You of its intention to re-negotiate the terms of this Agreement or terminate this Agreement at its sole discretion. Upon delivery of such notice, the parties shall meet and negotiate in good faith.
6. **TITLE AND TAXES:** Unless We notify You otherwise, title to the electricity sold hereunder shall pass from Us to You at the Delivery Point. Prices set forth herein include transportation to the Delivery Point. You shall pay or reimburse ConEdison Solutions the amount of any transfer, sales or other taxes and related charges, however designated, that are imposed upon the transfer of title or the transporting or delivering of electricity to Delivery Point, and such amount will be separately stated on Your bill, unless prior to execution of this Agreement, You have given Us applicable, valid tax exemption certificates.
7. **FORCE MAJEURE:** Except for Your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. The Force Majeure event will be applicable to only those Accounts affected by the Force Majeure event and no others. Force Majeure events are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities and actions of any governmental authority, ERCOT or Your TDSP which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

8. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT.
9. **NO WARRANTIES:** CONEDISON SOLUTIONS MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND CONEDISON SOLUTIONS SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. **TERMINATION OF AGREEMENT BY CUSTOMER:** You may terminate this Agreement, in whole or as relating to any single Account that is included in this Agreement, by providing thirty (30) days advance written notice to ConEdison Solutions setting forth the reasons for such termination. In the event that You terminate this Agreement, in addition to the amounts owed for service provided by ConEdison Solutions prior to the effective date of the termination for which You have not already made payment. You may also terminate this Agreement before the end of the Term without paying an Early Termination Fee on written notice if We are in material default of any of Our obligations under this Agreement and such default continues for forty five (45) days after We receive prior written notice from You.
11. **TERMINATION BY CONEDISON SOLUTIONS:** ConEdison Solutions reserves the right to terminate service under this Agreement (i) for non-payment by Customer; (ii) if Customer files a petition in bankruptcy; or (iii) upon any other material default of Your obligations under this Agreement, provided any such default under this clause (iii) is not cured within ten (10) days after You receive written notice from Us. In the event that service is terminated pursuant to this Section, You shall pay, upon being billed, all amounts owed for service provided by ConEdison Solutions prior to the effective date of the termination for which You have not already made payment. Upon termination, ConEdison Solutions may take such actions as permitted by law to cease providing service to Customer including the termination of service or the transfer of Customer accounts to the Provider of Last Resort ("POLR").
12. **FORWARD CONTRACT:** The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code.
13. **GENERAL PROVISIONS:** The terms and conditions of this Agreement shall extend to and be binding upon the respective successors and permitted assigns of the parties; provided, however, You may not assign this Agreement without Our prior written consent, which consent shall not be unreasonably withheld, and any purported assignment without such consent shall be void. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. Facsimile copies hereof shall be treated as originals. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without recourse to such state's choice of law rules. The parties recognize that this Agreement is performable in part, and therefore agree that exclusive venue for any dispute under or relating to this Agreement, shall lie in Harris County, Texas. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, regulations, protocols or otherwise (hereinafter "Laws") of authorities having jurisdiction and both parties agree to comply with all such Laws. In the event that changes in any such Laws has the effect of increasing Our cost of electricity, We reserve the right to adjust the prices set forth herein and pass same through to You as authorized charges.
14. **APPLICABLE REGULATIONS AND CHANGES IN REGULATIONS:** It is the intention of the parties that the terms and conditions of the Customer Protection Rules for Retail Electric Service (25 T.A.C. § 25.471 *et. seq.*), as amended shall be deemed waived and that the terms of this Agreement and these General Terms and Conditions shall be deemed to control.
15. **NOTICES:** All notices related to this Agreement shall be made in writing. Notices to ConEdison Solutions shall be made by certified or express mail to 100 Summit Lake Drive, Suite 410, Valhalla, NY 10595 or by fax to (914) 686-1413, in both cases to the attention of the Law Department. Notices to Customer shall be given as shown on the cover page of the Agreement. Notices will be deemed given on the day received, provided notices received after 5:00 p.m. CST will be deemed to have been given the following day.
16. **AUTHORIZATION TO RELEASE INFORMATION TO THIRD PARTIES:** If You are represented by a third party with respect to the negotiation, execution or otherwise of any agreement between You and Us, You authorize Us to release Your data to such third party unless and until We receive written notice of revocation of this authorization from You.

Contract Addendum 1 for United Site Services

Contract # 204023

(LDC/TDSP Meter Reading Date for July 2010 to Meter Reading Date for July 2012)

Product Information			
LDC/TDSP	Product Type	Admin Adder (\$/Kwh)	Per kWh
ONCOR	Index LMP		0.00650
Billing Address			
United Site Services 550 S 5th Avenue Mansfield , TX 76063			
Service Information			
LDC/TDSP NO	Service Name	Service Address	Meter Type
10443720002262669	PATRIOT ENERGY MANAGEMENT	2617 WILLOWBROOK RD DALLAS TX 75220	Sec Over 10 KVA
10443720005409788	PATRIOT ENERGY MANAGEMENT	2617 WILLOWBROOK RD DALLAS TX 75220	Lighting
10443720005495285	PATRIOT ENERGY MANAGEMENT	550 S 5TH AVE MANSFIELD TX 76063	Lighting
10443720005495316	PATRIOT ENERGY MANAGEMENT	550 S 5TH AVE MANSFIELD TX 76063	Lighting
10443720006074614	PATRIOT ENERGY MANAGEMENT	2617 WILLOWBROOK RD DALLAS TX 75220	Sec Over 10 KVA
10443720006576912	PATRIOT ENERGY MANAGEMENT	550 S 5TH AVE MANSFIELD TX 76063	Sec Over 10 KVA
10443720006640462	PATRIOT ENERGY MANAGEMENT	550 S 5TH AVE MANSFIELD TX 76063	Sec Over 10 KVA

United Site Services (25-23630)
Constellation NewEnergy, Inc.

Acct no	Type	Start Period	End Period	Amount
10443720002262669	General Unsecured Claim	12/9/2025	12/10/2025	\$ 21.88
10443720002262669	503(B)9 Claim	12/11/2025	12/30/2025	\$ 438.66
10443720005409788	General Unsecured Claim	12/9/2025	12/10/2025	\$ 12.86
10443720005409788	503(B)9 Claim	12/11/2025	12/30/2025	\$ 128.57
10443720005495285	General Unsecured Claim	11/24/2025	12/10/2025	\$ 8.35
10443720005495285	503(B)9 Claim	12/11/2025	12/30/2025	\$ 8.56
10443720005495316	General Unsecured Claim	11/24/2025	12/10/2025	\$ 99.44
10443720005495316	503(B)9 Claim	12/11/2025	12/30/2025	\$ 101.57
10443720006074614	General Unsecured Claim	12/9/2026	12/10/2025	\$ 3.81
10443720006074614	503(B)9 Claim	12/11/2025	12/30/2025	\$ 38.12
10443720006576912	General Unsecured Claim	11/24/2025	12/10/2025	\$ 232.54
10443720006576912	503(B)9 Claim	12/11/2025	12/30/2025	\$ 246.09
10443720006640462	General Unsecured Claim	11/24/2025	12/10/2025	\$ 71.15
10443720006640462	503(B)9 Claim	12/11/2025	12/30/2025	\$ 69.62

General Unsecured Claim	\$ 450.03
503(B)9 Claim	\$ 1,031.19
Total	\$ 1,481.22