

**RENEWABLE ENERGY CERTIFICATES
PURCHASE AND SALE AGREEMENT**

This Renewable Energy Certificates Purchase and Sale Agreement (the "Agreement"), dated as of February 28, 2018 ("Effective Date"), is entered into by and between Brick Township Public Schools ("Seller") and IDT Energy Inc. ("Buyer"), whereby on October 5, 2017 (the "Trade Date") Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, Renewable Energy Certificates as more fully set forth below. Seller and Buyer may be referred to individually herein as "Party" and collectively as "Parties."

The terms of the Transaction to which this Confirmation Letter relates are as follows:

Trade Date:	October 5, 2017
Seller:	Brick Township Public Schools
Buyer:	IDT Energy Inc.
Account Name:	IDT Energy Inc.
Product:	New Jersey Solar Certificates ("RECs") as defined in Article 1 below
Vintage Year(s):	RY 2018
Contract Quantity:	97 RECs for Reporting Year 2018
Contract Price:	\$185.00/ REC
Total Contract Price:	\$17,945.00

ARTICLE 1: TRANSACTION

A. Transactions. The Parties have entered into transactions for the purchase and sale of Renewable Energy Certificates ("RECs"), as set forth in the Confirmations, attached hereto as Schedule A and incorporated herein. "Environmental Attributes" means any and all certificates, credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, offsets, claims, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance attributable to the generation of the specified energy, but specifically excluding only the wind production tax credits. One REC represents the Environmental Attributes made available by the generation of 1 megawatt-hour ("MWh") of specified energy from a Class I or Tier I electric generation facility. "PJM GATS" means the Generation Attribute Tracking System used by PJM to account for the generation attributes of facilities. "PJM" means PJM Interconnection, L.L.C. or any successor entity thereto. "PJM GATS Operating Rules" means the Generation Attribute Tracking System Operating Rules established by PJM, as may be amended from time to time.

The RECs to be sold qualify as New Jersey Solar RECs.

"New Jersey Solar REC" means a certificate which meets the Solar Renewable Energy Certificate requirement, as set forth in Section 48:3-49 et seq. of the New Jersey Statutes Annotated and the associated rules and regulations promulgated by the New Jersey State Board of Public Utilities, including those regulations set forth in Sections 14:8-1.2 and 14:8-2 et seq. of the New Jersey Administrative Code, as may be amended from time to time, or any successor program ("Applicable Standards").

ARTICLE 2: TRANSFER, PAYMENT AND TAXES

A. Payment. Seller shall issue invoices to Buyer. Except as otherwise provided in the Confirmation, payments for a particular Vintage Year shall only be due upon delivery of the full Contract Quantity for such Vintage Year. Buyer shall remit the amount due Seller in immediately available funds by wire or electronic fund transfer to the account set forth below:

To Seller: Brick Township Public Schools
Bank: OceanFirst Bank
ABA # ~~031270053~~
Account # ~~93006019453~~

Invoice contact information for IDT:

IDT Energy, Inc.
520 Broad St
Newark, NJ 07102
4th Floor
Attn: REC Desk (Sam Ritter)
Tel: (973) 438 3338
Fax: (973) 438 1878
rm@idtenergy.com

Invoice contact information for Brick Township Public Schools

Brick Township Public Schools
101 Hendrickson Avenue
Brick, NJ 08724
Attn: Jennifer Gold
Tel: (732) 785-3000 x1072
jgold@brickschools.org

B. Taxes and Fees. Seller shall pay or cause to be paid all taxes, ad valorem, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") imposed on the creation, ownership, or transfer of RECs under this Agreement up to and including the time and place of its delivery. Buyer shall pay or cause to be paid all Taxes imposed on the receipt or ownership of RECs at or after the time and place of its delivery. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof. Such documentation shall be provided with execution of this Agreement or no later than at the time of billing. If such documentation is not provided as required, the appropriate Taxes will be charged accordingly. Each Party will be responsible for the payment of any fees, including brokers fees, incurred by it in connection with the transactions hereunder.

C. Title/Delivery. Seller shall Deliver the RECs to Buyer in accordance with the terms of the Confirmation. Buyer shall accept the Seller's transfer of the RECs as soon as practicable following the date of the Delivery. Buyer shall cause acceptance in accordance with the applicable rules and procedures governing the PJM GATS. Title to and interest in the RECs shall transfer to Buyer upon Delivery in accordance with the PJM GATS Operating Rules. "Delivery" or "Deliver" means Seller's electronic delivery of the applicable RECs via the PJM GATS into Buyer's account within the PJM GATS in accordance with, and as confirmed pursuant to, the PJM GATS Operating Rules.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

A. Mutual Representations and Warranties. Each Party represents and warrants to the other that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization; (ii) it has the corporate, governmental and/or other legal capacity and authority to enter hereinto and to perform its obligations hereunder; (iii) all governmental and other authorizations that are required to have been obtained by it with respect to this Agreement have been obtained and are in full force and effect; (iv) its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms; (v) it is not relying upon any representations of the other Party other than those expressly set forth herein; (vi) it has entered into this Agreement with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; and (vii) it has made its trading and investment decisions based upon its own judgment and not in reliance upon any view expressed by the other Party.

B. Warranties of Seller. Seller hereby represents and warrants to Buyer on the date that the RECs are transferred hereunder that it has good title to such RECs, has not sold the RECs to any other person or entity, and that such RECs shall be free and clear of any liens, taxes, claims, security interests or other encumbrances or any right or interest therein or thereto by any entity of any kind whatsoever. Seller further represents and warrants that any and all RECs sold hereunder satisfy the applicable standards and classifications set forth in Section 1.A.

C. LIMITATION OF WARRANTIES. ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

D. Survival. This Article 3 survives expiration or termination of this Agreement.

ARTICLE 4: EVENTS OF DEFAULT; REMEDIES

A. Event of Default. “Event of Default” means, with respect to a Party (the “Defaulting Party”): (i) the failure to make when due any payment under this Agreement if such failure is not remedied within three business days after written notice of such failure is given; (ii) either such Party’s representation or warranty proves to have been incorrect or misleading in any material respect when made; (iii) the failure to perform any other covenant set forth in this Agreement if such failure is not remedied within three business days after written notice of such failure is given; (iv) its bankruptcy; or, if applicable, (v) the expiration or termination of any credit support of such Party’s obligations hereunder (other than in accordance with its terms) prior to the satisfaction of all obligations of that Party without the written consent of the other Party.

B. Remedies Upon Event of Default. In the Event of Default by a Party and for so long as the Event of Default is continuing, the non-defaulting Party (the “Performing Party”) shall have the right to do any or all of the following: (i) upon two business days’ written notice to the Defaulting Party terminate this Agreement and liquidate as set forth below; (ii) withhold any payments or deliveries due in respect of this Agreement; and/or (iii) exercise such other remedies as may be available at law or in equity or as otherwise provided for in this Agreement. In the event of an Event of Default pursuant to Section 4(A)(iv) above, the effective date of the early termination shall be on the date immediately preceding the institution of the relevant proceeding.

C. Liabilities.

1. Buyer’s Liability. If an Event of Default occurs with respect to Buyer and Seller elects to terminate this Agreement, then Buyer shall be obligated to pay Seller termination damages equal to the sum of (a) the Purchase Price for any properly conforming RECs delivered to Buyer for which Seller has not been paid, if any, plus (b) the difference expressed as a positive number, if any, between (i) the Purchase Price set forth in this Agreement for all RECs remaining to be delivered to Buyer, if any, minus (ii) the aggregate market price as of the date of termination by Seller, to be determined based upon the average of prices quoted by two independent brokers reasonably selected by Seller, for all such RECs remaining to be delivered to Buyer, if any, plus (c) any brokerage fees and other costs reasonably incurred by Seller either in terminating any arrangement pursuant to which it hedged its obligations or entering into any replacement transactions.

2. Seller’s Liability. If an Event of Default occurs with respect to Seller and Buyer elects to terminate this Agreement, then Seller shall be obligated to pay Buyer termination damages equal to the sum of (a) the difference expressed as a positive number, if any, between (i) the aggregate market price as of the date of termination by Buyer, to be determined based upon the average of prices quoted by two independent brokers reasonably selected by Buyer, for all RECs that Seller is obligated to deliver to Buyer but which remain undelivered and (ii) the Purchase Price Buyer would have had to pay Seller for the same number of RECs pursuant to the commercial terms herein, and (b) any brokerage fees and other costs reasonably incurred by Buyer either in terminating any arrangement pursuant to which it hedged its obligations or entering into any replacement transactions. Buyer shall pay Seller the Purchase Price for any properly conforming RECs delivered to Buyer for which Seller has not been paid, provided, however, Buyer may first set-off from such amount any amounts due to Buyer from Seller under this provision or any other provision in this Agreement.

3. One-Way Termination. Except as otherwise provided in this Section 4.C., Seller shall not owe Buyer any amounts under this Section if Buyer is the Defaulting Party, and Buyer shall not owe Seller any amounts under this Section if Seller is the Defaulting Party. Buyer and Seller agree that this Section in its entirety represents the liquidated damages of each, and no part hereof represents a penalty.

D. Setoff. If an Event of Default occurs, the Performing Party may, at its election, set off any or all amounts which the Defaulting Party owes to it (whether under this Agreement or otherwise and whether or not then due) against any or all amounts which it owes to the Defaulting Party (whether under this Agreement or otherwise and whether or not then due).

E. Payment of Damages. Any termination damages due hereunder shall be paid by the close of business on the next business day following the Defaulting Party’s receipt of the Performing Party’s written termination notice setting forth the termination payment due.

F. Limitation of Liability. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR

BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGE IS PROVIDED, SUCH REMEDY OR MEASURE SHALL BE THE SOLE AND EXCLUSIVE REMEDY THEREFOR. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AS THE SOLE AND EXCLUSIVE REMEDY. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY SHALL BE REQUIRED TO PAY OR BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE DEEMED LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

G. Survival. This Article 4 survives the expiration or termination of this Agreement.

ARTICLE 5: FORCE MAJEURE

Except with regard to a Party's obligation to make payments hereunder, in the event either Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations with respect hereto, then it is agreed that upon such Party's (the "Claiming Party") giving notice and full particulars of such Force Majeure as soon as reasonably possible after the occurrence of the cause relied upon, such notice to be confirmed in writing or by facsimile to the other Party, then the obligations of the Claiming Party shall, to the extent they are affected by such Force Majeure, be suspended during the continuance of said inability, but for no longer period, and the Claiming Party shall not be liable to the other Party for, or on account of, any loss, damage, injury or expense resulting from, or arising out of such event of Force Majeure. The Party receiving such notice of Force Majeure shall have until the end of the business day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of Force Majeure. "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under one or more transactions hereunder, which event or circumstance was not anticipated as of the date such transaction was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the product purchased hereunder; (iii) the loss or failure of Seller's supply; or (iv) Seller's ability to sell the product sold pursuant to the transaction at a price greater than the Purchase Price. The applicability of Force Majeure to a transaction is further controlled by the definition of the product sold pursuant to that transaction.

ARTICLE 6: GOVERNMENT ACTION

The Parties acknowledge that the regulatory programs under which RECs available for purchase, sale or exchange are currently, and may in the future be, the subject of court challenge or governmental action which could result in some or all of the RECs purchased, sold or exchanged pursuant to this Agreement being abolished or otherwise unavailable. If, prior to the delivery of RECs hereunder, any legislation is enacted or final regulation promulgated that has the effect of prohibiting the transferability of RECs or otherwise making the purchase and sale of RECs hereunder unlawful, either Party may terminate this Agreement without penalty on thirty days' prior written notice to the other Party. In such event, Seller shall not deliver, and Buyer shall not pay for, RECs that have not been delivered on or before the date of such termination. In the event that Buyer has paid for RECs that have not been delivered on or before the date of such termination, then Seller shall refund payment for all such undelivered RECs. In the event the renewable portfolio standard is discontinued, suspended, cancelled, repealed, or replaced with a federal program that substantially increases or decreases the value of RECs, the Parties will nevertheless purchase and sell the Environmental Attributes that would have qualified under the Applicable Program.

ARTICLE 7: MISCELLANEOUS

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey (without reference to any conflict of law rules).

B. Authority. The Parties agree not to contest the authority of either Party's employees to enter into the transaction evidenced by this Agreement.

C. Notices. Notices, which are effective upon receipt, may be given by facsimile with an original to follow via regular mail, shall be given as follows or to such other address as may be provided by a Party from time to time in writing and shall be effective upon receipt:

To BUYER:

IDT Energy, Inc.
520 Broad St
Newark, NJ 07102
4th Floor
Attn: REC Desk (Sam Ritter)
Tel: (973) 438 3338
Fax: (973) 438 1878

To SELLER:

Brick Township Public Schools
101 Hendrickson Avenue
Brick, NJ 08724
Attn: Jennifer Gold
Tel: (732) 785-3000 x1072
jgold@brickschools.org

D. Confidentiality. Neither Party shall publish, disclose, or otherwise divulge Confidential Information to any person at any time without the other Party's prior written consent, except to the extent necessary in order to effect the transfer of RECs hereunder. "Confidential Information" means the terms of this Agreement, including but not limited to pricing, quantity, and all other material terms; provided, however, that Confidential Information does not include information which (i) was already in a Party's possession prior to its receipt from the other Party; (ii) is already or becomes available to the public other than through actions of a Party in violation of these terms; (iii) is acquired to be disclosed by law, regulation or administrative or judicial order, or (iv) is acquired independently from a third party who, insofar as is known to the disclosing Party, is not bound by an obligation to treat such information confidentially. Each Party shall permit knowledge of and access to the Confidential Information only to those of its employees, agents, attorneys, accountants or representatives who have a need to know such information or in response to a request from any state or federal agency or court. This restriction on disclosure shall expire on the later of the one year anniversary of the date of this Agreement or one year following delivery of the RECs. Nothing herein shall affect either Party's obligation to provide Confidential Information under applicable law, statute, regulation, order, judgment, writ or any similar obligation. In the event a Party is obligated to disclose Confidential Information, such Party shall immediately notify the other Party of such a request in order that the other Party may, at its option and its sole expense, seek in a timely fashion a protective order or such other remedy as it may determine appropriate. In the event that disclosure of any Confidential Information is properly commanded, the Party so commanded shall give the other Party not less than ten business days' notice in writing of such disclosure.

E. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and completely and fully supersedes all other prior understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties. This Agreement may be executed in counterparts, including by a facsimile transmission thereof, each of which is an original and all of which constitute one and the same instrument.

F. Assignment. Neither Party shall transfer or assign all or any part of this Agreement or its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

G. Successors and Assigns; No Third Party Beneficiaries. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns. This Agreement confers no rights whatsoever upon any person other than the Parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person not a Party hereto.

H. Severability. If any provision of this Agreement is determined to be invalid, void or unenforceable by any court of competent jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement, provided the basic purposes of this Agreement and the benefits to the Parties are not substantially impaired.

I. No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default, nor shall any delay by a Party in the exercise of any right under this Agreement be considered as a waiver or relinquishment thereof.

J. Headings. The headings used herein are for convenience and reference purposes only.

K. Jurisdiction. Any judicial action arising out of, resulting from or in any way relating to this Agreement shall be brought only in a state or federal court located within Essex County, New Jersey .

L. Jury Trial Waiver. THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING HERETO, ANY RECS OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER RIGHT IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

M. Rules of Construction. “Hereof,” “herein,” “hereunder” and similar words refer to this Agreement in its entirety. “Or” is not necessarily exclusive.

N. Negotiated Agreement. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties. Therefore, doubtful or ambiguous provisions, if any, contained in this Agreement shall not be construed against the Party who physically drafted and prepared it.

In witness hereof, the Parties have caused this Agreement to be duly executed as of the date first written above.

Brick Township Public Schools

IDT ENERGY, INC.

BY: _____

BY: _____

NAME: James W. Edwards, Jr., CPA

NAME: _____

TITLE: Business Administrator/Board Secretary

TITLE: _____

**SCHEDULE A:
CONFIRMATIONS**

Trade Confirmation



Trident Brokerage Services
 17 State St., Ste. 450
 New York, NY 10004

We are pleased to confirm the following transaction for IDT Energy Inc.

Trident Reference	TBSREC14401
Deal Date	October 5, 2017 16:23:09
Confirm Sent Date	October 5, 2017 16:40:01

Seller	Brick Township Public Schools
Seller Trader	Jennifer Gold
Seller Address	101 Hendrickson Avenue, Brick, NJ 08724
Seller E-mail	jgold@brickschools.org
Seller Phone	(732) 785-3000 x1072
Seller Broker	
Buyer	IDT Energy Inc.
Buyer Trader	Jim Farrell
Buyer Address	520 Broad St, Newark, NJ 07102
Buyer E-mail	jfarrell@genie.com
Buyer Phone	(973) 438-3285
Buyer Broker	Anthony Restaino

Deal ID	OTC
Instrument	NJ Solar REC
Contract	RY 2018
Price	\$185.00/REC
Total Volume	97 RECs
Delivery	Immediate
Settlement	Firm
Deal Note	Subject to Contract and Credit.
Brokerage	\$97.00

Operational Contacts

Name	Phone	IM	Email
Anthony Restaino	212-523-0034	ajtrident	ajrestaino@tridentotc.com

Trident Brokerage Services LLC (TBS) is a CFTC registered Introducing Broker NFA ID 0445409, with offices located at 17 State Street, Suite 450B, New York, NY 10004.

TBS has acted solely as agent in the above transaction and is not a counter-party to any trade. Please review the details of this confirmation and notify us immediately of any discrepancies. For non-cleared transactions, in addition, you must also notify the counter-party listed on the confirmation. TBS shall be held harmless for any Non-Performance between Counter-Parties.

Thank you for choosing Trident Brokerage Services