

**RENEWABLE ENERGY CERTIFICATE
PURCHASE AND SALE CONFIRMATION**

This Renewable Energy Certificate Purchase and Sale Confirmation (the “Confirmation”), dated effective as of **January 24, 2019** (the “Effective Date”), is entered into by and between **Brick Township Board of Education** (“Brick” or “Seller”), and **Spark Energy, LLC** (“Spark” or “Buyer”). Brick and Spark are sometimes referred to in this Confirmation together as the “Parties” and individually as a “Party.”

This Confirmation memorializes the Parties’ understanding concerning their sale and purchase obligations for renewable energy credits on and after the date hereof under the terms and conditions set forth below.

Commercial Terms. The specific terms and conditions of this transaction are as set forth herein below:

Trade Date:	January 24, 2019
Buyer:	Spark Energy, LLC
Seller:	Brick Township Board of Education
REC:	NJ Solar Renewable Energy Certificates “RECs”
Vintage Year/Reporting Year, as applicable (“VY” or “RY”):	Reporting Year 2019
Contract Quantity:	200 RECs
Unit Price:	\$228.00 per REC
Total Contract Price:	\$45,600
Delivery Date:	On or before July 15, 2019
Delivery Obligation (Firm/Unit Contingent):	Firm
Applicable Standard:	New Jersey Renewable Energy Portfolio Standard
Applicable State:	New Jersey
Act:	New Jersey Statutes Annotated 48:3-49, et seq., as amended or restated from time to time, the New Jersey Admin. Code § 14:8-1.2 and 14:8-2, et seq., as amended or restated from time to time, and the rules and regulations of the New Jersey State Board of Public Utilities.
Administrator:	New Jersey State Board of Public Utilities, Office of Clean Energy
Tracking System:	<input type="checkbox"/> NEPOOL GIS <input type="checkbox"/> ERCOT (TexasRec) <input type="checkbox"/> M-RETS <input checked="" type="checkbox"/> PJM GATS <input type="checkbox"/> Other: _____ <input type="checkbox"/> Not Applicable Tracking System Account Name: Buyer: Spark Energy, LLC (BGE) Seller: Brick Township Board of Education
Attestation:	<input type="checkbox"/> To be provided by Seller, in the Form of Appendix I <input checked="" type="checkbox"/> Not Applicable
Broker/Broker Reference No.:	Trident / TBSREC15302B
Payment:	Within two (2) Business Days of Buyer’s receipt of electronic confirmation from the Tracking System that delivery of the entire Contract Quantity for a particular Vintage/Reporting Year has been completed, Seller shall send to Buyer an invoice for the payment obligations incurred by Buyer. Such

	<p>invoice shall be due and payable by Buyer on or before the later of (a) the fifth (5th) Business Day following Buyer’s receipt of the invoice; or (b) the fifth (5th) Business Day following Confirmation of the RECs. Buyer shall pay Seller via wire transfer in immediately available funds the Contract Price for the RECs, calculated as the Unit Price multiplied by the Contract Quantity of RECs for the applicable Vintage which was delivered to Buyer’s account in the Tracking System. In order for an invoice to be considered a valid invoice and eligible for payment hereunder, any invoice shall (a) be sent directly from Seller to Buyer; (b) be in Seller’s name; and (c) be for the full Contract Quantity or as otherwise agreed upon between the Parties. The payment shall be made to Seller’s following account:</p> <p>Brick Banking: Pay Per Invoice</p> <p>Spark Banking: Bank: BBVA Compass For the Account of: Spark Energy, LLC ABA No: 113010547 Account No: 87113124 Address: 12140 Wickchester Ln., Suite 100 Houston, TX 77079 Phone: (713) 600-2600 Attn: MarginAccts@sparkenergy.com</p>
<p>Notices:</p>	<p>Brick Township Board of Education 101 Hendrickson Avenue Brick, NJ 08724</p> <p>Brick Notices: Attn: Jim Edwards Address: 101 Hendrickson Avenue Brick, NJ 08724 Phone: (732) 785-3000 x1072</p> <p>Brick Allowance Transfer/Billing & Payment: Attn: Jim Edwards Phone: (732) 785-3000 x1072 Email: jgold@brickschools.org</p> <p>Spark Energy, LLC 12140 Wickchester Lane, Suite 100 Houston, TX 77079</p> <p>Spark Notices/Confirmations: Attn: Joshua Baird Phone: (713) 600-2670 Email: RECcontracts@sparkenergy.com</p> <p>Spark Allowance Transfer/Billing & Payment: Attn: Accounts Payable Phone: (281) 833-4190 Email: poweraccts@sparkenergy.com</p>
<p>Additional Terms (if applicable):</p>	<p>N/A</p>

Definitions: *“Alternative Compliance Payment”* or *“ACP”* means a payment of a certain dollar amount per megawatt-hour, which may be submitted to the Administrator in lieu of supplying the renewable energy as required pursuant to Applicable Standard, in accordance with the Act as in effect as of the Delivery Date.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank Holiday. A Business Day shall begin at 8:00 a.m. and end at 5:00 p.m. Eastern Prevailing Time.

“Letter(s) of Credit” means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank with such bank having a credit rating of at least A- from Standard & Poor’s Rating Group (or its successor) or A3 from Moody’s Investor Services, Inc. (or its successor), in a form acceptable to Party A (as defined in Credit Assurances paragraph) and with the costs of such Letter of Credit to be borne by Party B (as defined in Credit Assurances paragraph).

Product and Delivery: On or before the Delivery Date, Seller shall deliver and sell to Buyer the RECs for the Reporting Year or Vintage Year, as applicable, by initiating a transfer order for such RECs via the applicable Tracking System from the Seller’s account to the Buyer’s account.

Upon receiving a written, facsimile or electronic confirmation from the Tracking System that a transfer order has been initiated by Seller, Buyer shall confirm the transfer order in the Tracking System within three (3) Business Days.

All RECs delivered under the terms of this Confirmation shall be approved (or, in the absence of approval, not rejected) by the Administrator as in compliance with the Applicable Standard.

Taxes: Each Party shall be responsible for any taxes or other fees associated with its respective purchase and sale hereunder. As used herein “taxes” means, but is not limited to, any or all ad valorem, property, occupation, severance, first use, conservation, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein, other than taxes based on net income or net worth. A tax is not a penalty or a fine.

Seller’s Warranty: Seller hereby represents and warrants to Buyer that: (i) at the time of the delivery and transfer of the RECs, Seller will convey good and marketable title to the RECs to Buyer free and clear of any liens or other encumbrances or title defects; and (ii) the RECs included in the Contract Quantity listed above have not otherwise been, nor will be sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in any other jurisdiction. THE EXPRESS WARRANTIES SET FORTH IN THIS CONFIRMATION ARE EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE RECS DELIVERED AND TRANSFERRED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. This Section and the following section shall survive the expiration or termination of this Confirmation.

Other Representations and Warranties: Each Party represents and warrants to the other Party, as of the date of this Confirmation, that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; it has the corporate, governmental and/or other legal capacity, authority and power to execute this Confirmation and any other document relating hereto to which it is a party and to deliver or execute this Confirmation or other document relating hereto that it is required hereby to deliver, and to perform its obligations under this Confirmation or other document relating hereto to which it is a party, and has taken all necessary action to authorize such execution, delivery and performance; and such execution, delivery and performance of this Confirmation are within its powers and do not violate or conflict with its governing documents, any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets, or any contracts to which it is a party;
2. All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to this Confirmation or other document relating hereto to which it is a party have been obtained or submitted and are in full force and effect and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with;
3. Its obligations under this Confirmation or other document relating hereto to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or at law);
4. No Event of Default (as defined below) with respect to it, or event which with notice and/or lapse of time would constitute such an Event of Default, has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Confirmation or other document relating hereto to which it is a party;
5. It is an "Eligible Contract Participant" as defined in Section 1a(18) of the Commodity Exchange Act, as amended, 7 U.S.C. § 1a(18); and
6. It is not relying upon any representations of the other Party other than those expressly set forth in this Confirmation or any written guarantee of the obligations of such other Party, and it has entered into this transaction and Confirmation as principal and for its own account (and not as advisor, agent, broker or in any other capacity, fiduciary or otherwise), with a full understanding of, and the ability to assume, the material terms and risks of the same, and has made its trading and investment decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by the other Party.

Liability for Non-Performance:

- (a) **Force Majeure.** Neither Party hereto shall be liable for any failure or delay in complying with their respective responsibilities under this Confirmation caused in whole or in part by any cause not reasonably within the control of the Claiming Party (as defined below); however, in every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the Party to the Confirmation seeking excuse from liability and may last for such period of time that the force majeure event is in effect, but for no longer period. Force Majeure may not be based on (i) the loss or failure of Buyer's

markets; (ii) Buyer's inability economically to use or resell the RECs; (iii) Seller's ability to sell the RECs to another party on terms superior to Seller's terms herein; (iv) Buyer's ability to purchase similar RECs from another party on terms superior to the Buyer's terms herein, or (v) variability in the frequency or force of the wind, of rainfall, of water levels or of sunlight levels. With respect to a Party's obligation to make payments hereunder, Force Majeure will be only an event or act of a governmental authority that on any day disables the banking system through which a Party makes such payments.

In the event either Party hereto is rendered unable, wholly or in part, by force majeure to carry out its obligations, it is agreed that such Party (the "Claiming Party") shall give notice and full particulars (including a good faith estimate of the duration of the force majeure so that the other Party may make alternative arrangements) of such force majeure as soon as reasonably possible, such notice to be confirmed in writing or by facsimile to the other Party. The Party receiving such notice of force majeure (the "Non-Claiming Party") shall have one (1) Business Day following such receipt to notify the Claiming Party that it objects to or disputes the existence of an event of force majeure.

The Claiming Party shall use due diligence to fulfill its obligations hereunder and shall remedy the force majeure with all reasonable dispatch and promptly respond to any request by the Non-Claiming Party for information related to the cause and duration of the force majeure. The Non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by force majeure, but the Non-Claiming Party shall resume performance when the Claiming Party notifies the Non-Claiming Party that force majeure is no longer in effect. The Claiming Party shall give prompt notice thereof to the Non-Claiming Party when the force majeure ceases.

(b) **Events of Default.** The term "Event of Default" shall mean, with respect to a Party (the "Defaulting Party"):

1. the failure by the Defaulting Party to make, when due, any payment required under this Confirmation if such failure is not remedied within three (3) Business Days after written notice of such failure is given to the Defaulting Party; or
2. any representation or warranty made by the Defaulting Party in this Confirmation shall prove to have been false or misleading in any material respect when made and the Defaulting Party does not cure the underlying facts so as to make such representation or warranty correct and not misleading within three (3) Business Days of written notice from the other Party; or
3. the failure by the Defaulting Party to perform any covenant or agreement set forth in this Confirmation (other than its obligations to make any payment or obligations which are otherwise specifically covered as a separate Event of Default), to the extent not excused by Force Majeure, and such failure is not cured within three (3) Business Days after written notice thereof to the Defaulting Party; or
4. the Defaulting Party:
 - (i) makes an assignment or any general arrangement for the benefit of creditors,
 - (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors,

- (iii) has a petition in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors filed against it involuntarily,
 - (iv) otherwise becomes bankrupt or insolvent (however evidenced), or
 - (v) becomes unable to pay its debts as they fall due.
- (c) **Remedies for Defaults.** If an Event of Default occurs with respect to either Party at any time during the term of this Confirmation, the non-Defaulting Party may (a) designate a day, no earlier than the day such notice is effective and no later than twenty (20) calendar days after such notice is effective, as an early termination date (“Early Termination Date”) to liquidate and terminate this Confirmation; (b) withhold any payments due in respect of this Confirmation or suspend performance under this Confirmation; and (c) exercise such other remedies as may be available at law or in equity or as otherwise provided in this Confirmation.
- (d) **Seller’s Liability for Defaults.** If an Event of Default occurs with respect to Seller and Buyer elects to declare an Early Termination Date, Seller, within five (5) Business Days of receipt of Buyer’s invoice, shall pay to Buyer an amount equal to the positive difference, if any, between (a) Buyer’s Replacement Price for the RECs and (b) the relevant portion(s) of the Unit Price, multiplied by the quantity of RECs not transferred, subject to the obligation of Buyer to mitigate damages. If Buyer has made advance payment for all or part of the RECs that Seller fails to transfer, Seller also shall refund or credit Buyer’s pre-paid amount promptly. “Replacement Price” means the lower of the price at which Buyer, acting in a commercially reasonable manner, purchases (if at all) substitute or replacement RECs for the RECs not delivered by Seller, plus any commercially reasonable costs of Buyer to obtain replacement RECs, less any costs Buyer avoids as a consequence of Seller’s failure to perform; or, the product of (x) the quantity of RECs not delivered by Seller and (y) the ACP as then in effect for the applicable Reporting Year(s) or Vintage Year(s) which the Buyer actually paid to the Administrator; *provided, however*, in no event shall the Replacement Price include any penalties, or similar charges or any stranded costs.
- (e) **Buyer’s Liability for Defaults.** If an Event of Default occurs with respect to Buyer and Seller elects to declare an Early Termination Date, Buyer, within five (5) Business Days of receipt of Seller’s invoice, shall pay to Seller all amounts owed for any RECs already transferred to Buyer and for which Buyer has not yet paid Seller hereunder, as well as pay to Seller for the RECs which Buyer failed to receive pursuant to the procedure set forth herein, an amount equal to the positive difference, if any, between the (a) the relevant portion(s) of the Unit Price (i.e., the applicable price per REC) and (b) any amount Seller received for the resale of the RECs deducting any costs reasonably incurred by Seller in reselling such RECs, multiplied by the quantity of RECs not accepted, or at Seller’s option, the market price determined by Seller for the same RECs not received as determined by Seller in a commercially reasonable manner.
- (f) **Set-off.**
 1. In addition to any rights of set-off a Party may have as a matter of law or otherwise, upon the occurrence of an Event of Default, the non-Defaulting Party shall have the right (but shall not be obliged), without prior notice to the Defaulting Party or any other person, to set-off any obligation of the Defaulting Party owing to the non-Defaulting Party arising under this Confirmation, (whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation) against any obligations of the non-Defaulting Party owing to the Defaulting

Party arising under this Confirmation, (whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office of the obligation).

2. If any obligation is unascertained, the non-Defaulting Party may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant Party accounting to the other when the obligation is ascertained.
3. Nothing in this Confirmation will have the effect of creating a charge or other security interest.

(g) **No Penalty.** Both Parties hereby stipulate that the payment obligations set forth above are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.

Credit Assurances: If a Party ("Party A") has reasonable grounds to believe that the other Party's ("Party B") creditworthiness or performance under this Confirmation has become unsatisfactory, Party A will provide Party B with written notice requesting Performance Assurance in an amount determined by Party A in a commercially reasonable manner. Upon receipt of such notice, Party B shall have three (3) Business Days to remedy the situation by providing such Performance Assurance to Party A. In the event that Party B fails to provide such Performance Assurance, or a guaranty or other credit assurance acceptable to Party A within three (3) Business Days of receipt of notice, then an Event of Default will be deemed to have occurred and Party A will be entitled to the remedies set forth in Section 4, Remedies Upon Event of Default. "Performance Assurance" means collateral in the form of either cash, Letter(s) of Credit, or other security acceptable to Party A.

Limitation of Damages:

THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS CONFIRMATION SATISFY THE ESSENTIAL PURPOSE HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS 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. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT, OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE 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.

This section survives the expiration or termination of this Confirmation.

Recordings: Each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations and instant messages between the Parties to this Confirmation,

and that any such Recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Confirmation. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.

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 affect the transfer of RECs hereunder. "Confidential Information" means the terms of this Confirmation, 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 required to be disclosed by law, regulation or administrative or judicial order; (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, or (v) is independently developed by a Party without use of Confidential Information. Each Party shall permit knowledge of and access to the Confidential Information only to those of its affiliates, and its affiliates attorneys, accountants, representatives, agents and employees 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 Confirmation or one year following delivery of the RECs.

In addition, notwithstanding the foregoing, either Party may, without the other Party's consent, disclose Confidential Information: (a) if required by law or court order; (b) in order to satisfy its reporting obligations to the Federal Energy Regulatory Commission or any other governmental authority or upon request by any governmental agency with jurisdiction over this Confirmation; or (c) to an entity that aggregates and reports to the public price data on an aggregate basis, without including the name of and any other identifying information related to the other Party.

Governing Law: This Confirmation and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed, in accordance with the laws of the State of Texas, without regard to any conflict of laws rules, the actual facts of execution, performance or principal place of business of either of the Parties; provided, however that the Applicable Standards shall be governed by, subject to, and construed in all aspects in accordance with the substantive laws of the Applicable State. Any judicial action, suit, or proceedings arising out of, resulting from, or in any way relating to, this Confirmation, or any alleged breach or default under the same or the warranties and representations contained in the same, shall be brought only in a state or federal court of competent jurisdiction located in the state, county and city of Texas.

Waiver of Jury Trial: **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 ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

Waiver: No delay or omission by a Party in the exercise of any right under this Confirmation shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of

the terms and conditions hereof is breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

Unenforceability: Should any portion of this Confirmation be ruled unenforceable or invalid, such ruling shall not affect the enforceability or validity of the remaining portions of this Confirmation.

No Partnership: Nothing in this Confirmation shall be construed to create a partnership or joint venture between the Parties.

Regulatory Event: In the event that any renewable energy statute or regulation is created, modified or repealed in such a way that makes performance of a Party's obligations under this Confirmation illegal or impossible (each such occurrence, a "Regulatory Event"), the Parties shall use their commercially reasonable efforts to reform this Confirmation in order to give effect to the original intention of the Parties; provided, however, that any event that only affects the inherent value of the RECs without having a Party's performance of obligations under this Confirmation illegal or impossible shall not constitute a Regulatory Event. If the Parties are unable, despite such efforts, to reform this Confirmation within thirty (30) days following such Regulatory Event, the matter shall be resolved through a dispute resolution initiated by either of the Parties.

Cooperation: Seller shall cooperate with and assist Buyer, (including providing any commercially reasonable written documentation upon Buyer's request), in connection with any audit, investigation, hearing, inquiry, litigation or regulatory or other proceeding and with the preparation of all regulatory filings or reporting requirements that may arise following the date of this Confirmation, which relate to the subject matter of the Confirmation, including the RECs. Upon either Party's receipt of notice from the Administrator that the transfer of RECs hereunder will not be recognized, the Party receiving such notice will immediately notify the other Party, providing a copy of such notice, and both Parties will cooperate in taking such actions as are necessary and commercially reasonable to cause such transfer to be recognized and RECs to be delivered. Each Party agrees to provide copies of its records to the extent reasonably necessary for the Administrator to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party. If, as a result of Seller's failure to provide Buyer with documentation and records it has agreed hereunder any or all of the Contract Quantity of RECs are disallowed ("Disallowed RECs"), Seller will pay damages for such Disallowed RECs as if there had been a failure to Deliver them and Buyer shall after receipt of such damages return the Disallowed RECs to Seller. If documentation or records are required by a governmental authority in order for RECs to be recognized by such governmental authority, Buyer may delay confirmation of such RECs until such documentation or records have been received by Buyer.

Entirety and Amendments: This Confirmation constitutes the entire agreement between the Parties regarding the transaction subject hereto, and supersedes and replaces any prior and contemporaneous communications, understandings and agreements between the Parties related to such subject matter, whether written or verbal, express or implied, and this Confirmation cannot be supplemented, augmented, amended or in any manner changed or altered, except by written instrument signed by duly authorized representatives of the Parties.

Assignment: This Confirmation is not assignable by either Party, except as provided herein, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment without the prior approval of the non-assigning Party is voidable by such non-assigning Party.

IN WITNESS WHEREOF, this Confirmation has been duly executed by the Parties on the date first above written.

BRICK TOWNSHIP BOARD OF EDUCATION

SPARK ENERGY, LLC

By: _____

By: _____

Name: James W. Edwards, Jr., CPA

Name: Chris Leonard

Title: Business Administrator/Board Secretary

Title: Vice President, Supply

Date: _____

Date: _____