

To:
MJI MANAGEMENT GROUP CORP.
30 WALL ST 8TH FLOOR
NEW YORK, New York 10005

Date: 30 Jul 2024
Subject : Acknowledgement Advice for Standby Letter of Credit
Our Reference : NUSCGS053529

Dear Sir/Madam,

Standby LC Reference	: NUSCGS053529
Account Party	: MJI MANAGEMENT GROUP CORP. 30 WALL ST 8TH FLOOR NEW YORK, New York 10005
Beneficiary	: NEW YORK STATE DEPARTMENT (REFER LC TEXT FOR FULL DETAILS) EMPIRE STATE PLAZA, AGENCY BUILDING ALBANY, NY 12223-1350

As per your request we have issued our Irrevocable Standby Letter of Credit in the favor of beneficiary under our reference number stated above.

We hereby enclose the copy of the Irrevocable Standby Letter of Credit for your information and record purpose.

All inquiries regarding this transaction may be directed to our Client Service Group quoting our reference NUSCGS053529 using the following contact details:
Telephone Number: 1-800-634-1969
Email Address: gts.client.services@jpmchase.com

Yours Faithfully,
JPMorgan Chase Bank, N.A.,



Authorized Signature
Tahir H Rana
VP - Operations Manager

COPY OF STANDBY LETTER OF CREDIT ISSUED

DATE : 30 Jul 2024

IRREVOCABLE STANDBY LETTER OF CREDIT NO. NUSCGS053529

BENEFICIARY

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE
16TH FLOOR
EMPIRE STATE PLAZA
AGENCY BUILDING 3
ALBANY, NY 12223-1350
ATTENTION: FINANCE AND BUDGET SECTION

ACCOUNT PARTY

MJI MANAGEMENT GROUP CORP.
30 WALL ST 8TH FLOOR
NEW YORK, NY 10005

DATE OF EXPIRY: JUNE 15, 2025

PLACE OF EXPIRY: OUR COUNTERS

AMOUNT: USD50,000.00

APPLICABLE RULE: ISP LATEST VERSION

CURRENCY AMOUNT

USD 50,000.00

ASSOCIATED AGREEMENT

ENERGY CONSULTANT LICENSING JUNE 2024

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: NUSCGS053529 BY ORDER OF AND FOR THE ACCOUNT OF MJI MANAGEMENT GROUP CORP., 30 WALL ST FL 8, NEW YORK, NY 10005 FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE FIFTY THOUSAND AND 00/100 UNITED STATES DOLLARS (USD50,000.00) ("ORIGINAL AMOUNT") AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON THE JPMORGAN CHASE BANK, N.A. ("ISSUER") LOCATED AT, 10410 HIGHLAND MANOR DRIVE, 3RD FLOOR, TAMPA, FLORIDA 33610-9128.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT SIGHT DRAFTS, IN THE FORM OF ANNEX 1 ATTACHED HERETO, PRESENTED AND DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION WHEN ACCOMPANIED BY THE BELOW MENTIONED DOCUMENT PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT:

1. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 2 ATTACHED HERETO DULY COMPLETED AND PURPORTEDLY BEARING THE ORIGINAL SIGNATURE OF AN OFFICER OR AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY.

ADDITIONAL TERMS AND CONDITIONS:

1. THIS LETTER OF CREDIT IS EFFECTIVE FROM ISSUANCE DATE AND SHALL EXPIRE ON JUNE 15, 2025 AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY DATE WE SEND NOTICE TO YOU BY CERTIFIED MAIL OR COURIER (WITH DELIVERY CONFIRMED IN WRITING) THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY THE ACCOUNT PARTY AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW UNDER THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT.

2. THE AMOUNT AVAILABLE TO BE DRAWN HEREUNDER AT ANY TIME ("AVAILABLE AMOUNT") SHALL BE EQUAL TO THE ORIGINAL AMOUNT LESS THE AGGREGATE AMOUNT OF ANY PRIOR PAID DRAWINGS HEREUNDER AT OUR COUNTERS.

3. ANY NUMBER OF PARTIAL DRAWINGS IS PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.

4. PRESENTATION OF ANY DRAWING MAY BE MADE BY EXPRESS COURIER, OR CERTIFIED MAIL AT THE FOLLOWING ADDRESS:

JPMORGAN CHASE BANK, N.A.
ATTN: TRADE OPERATIONS - STANDBY LCS
10410 HIGHLAND MANOR DRIVE, FLOOR 03
TAMPA, FL 33610-9128

5. DRAWINGS HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER 856-294-5267 UNDER TELEPHONE PRE-ADVICE TO 1-800-634-1969. SUCH FAX PRESENTATION(S) MUST BE RECEIVED ON OR BEFORE THE EXPIRY DATE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. ANY SUCH FAX PRESENTATION SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING. IN THE EVENT OF PRESENTATION BY FAX, THE ORIGINAL DOCUMENTS SHOULD NOT ALSO BE PRESENTED. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS STANDBY LETTER OF CREDIT.

6. PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS WITHIN FIVE (5) BUSINESS DAYS FOLLOWING DATE OF PRESENTATION.

7. THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.

8. THIS LETTER OF CREDIT MAY BE TERMINATED UPON ISSUER'S RECEIPT OF A WRITTEN AND SIGNED RELEASE FROM THE BENEFICIARY RELEASING

THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT.

9. APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY, BUT NOT BEYOND THE EXPIRY DATE HEREOF, FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE - NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

10. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.

11. WITH THE EXCEPTION OF INCREASES THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

12. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED.

13. THIS LETTER OF CREDIT IS IRREVOCABLE.

14. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.

15. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD EQUAL OF THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

16. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98"). AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE ARTICLE 5 OF UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK.

17. SHOULD BENEFICIARY REQUIRE A REPLACEMENT OF THIS LETTER OF CREDIT DUE TO LOSS OR DESTRUCTION OF THE ORIGINAL, WE WILL PROVIDE A TRUE COPY OF THE ORIGINAL UPON WRITTEN REQUEST WHEN ACCOMPANIED BY A COPY OF THE ORIGINAL.

18. PLEASE DIRECT ANY WRITTEN CORRESPONDENCE, INCLUDING DRAWING OR INQUIRIES TO:

JPMORGAN CHASE BANK, N.A.

ATTN: TRADE OPERATIONS - STANDBY LCS

10410 HIGHLAND MANOR DRIVE, FLOOR 03

TAMPA, FL 33610-9128

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