

EXHIBIT C
FIRST AMENDMENT TO
ORIGINAL SERVICE AGREEMENT
REDACTED PUBLIC VERSION

**FIRST AMENDMENT
TO
SERVICE AGREEMENT
FOR SERVICE CLASSIFICATION FT**

This First Amendment ("Amendment") to the Service Agreement for Service Classification FT (the "Agreement"), dated October 28, 2002, by and between New Jersey Natural Gas Company ("NJNG") and Essential Power OPP, LLC ("Customer") and is hereby entered into as of May 10, 2019. NJNG and Customer shall each be referred to as a "Party" and together, the "Parties".

RECITALS

WHEREAS, the Parties have previously entered into the Agreement; and

WHEREAS, the Parties now desire to amend, modify and revise the Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

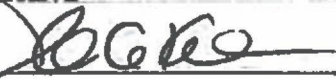
1. Effect of Amendment. Other than the specific modifications to the terms of the Agreement set forth in this Amendment, all otherwise unmodified Agreement terms are and shall continue to be deemed to remain in full force and effect. To the extent that there are any conflicts or inconsistencies between this Amendment and the Agreement, the terms and provisions of this Amendment shall govern.
2. Amendments.
 - a) Article VI: Nominations, Operational Balance Account and Overrun Usage, B. Operational Balancing Account and Overrun Usage of the Agreement is hereby modified and amended as follows:
 - i. References to " " are hereby deleted and replaced with " "
 - ii. References to " " are hereby deleted and replaced with " "
 - iii. References to " " are hereby deleted and replaced with " "
3. Miscellaneous.
 - a) This Amendment may be modified only by a written instrument signed by the Parties.

- b) In the event that any one or more of the provisions of this Amendment shall be determined to be void or unenforceable, by a court of competent jurisdiction, or by law, such determination will not render this Amendment invalid or unenforceable and the remaining provisions hereof shall remain in full force and effect.
- c) This Amendment has been made in and its validity, interpretation, construction and performance shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its laws governing conflicts of law. Each party irrevocably accepts and submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Monmouth County, New Jersey.
- d) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each person executing this Amendment, by execution hereof, represents and warrants that such person is fully authorized to do so. Signatures to this Amendment transmitted by facsimile, sent by email (including ".pdf"), or delivered by other electronic means shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver an execution original to this Amendment with its actual signature to the other Party upon request, but a failure to do so shall not affect the enforceability of this Amendment, it being expressly agreed that each Party to this Amendment shall be bound by its own facsimile or other electronic signature and shall likewise accept the facsimile or other electronic signature of the other Party.

[Signature page follows]

The parties have executed this Amendment, through their respective officers, duly authorized for such purpose, as they so declare and represent, as of the date first above written.

NEW JERSEY NATURAL GAS
COMPANY

By: 

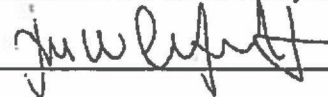
Name: Mark G. Kahrer
Vice President, Regulatory Affairs

Title: _____

ESSENTIAL POWER OPP, LLC

ADG

MAY 08 2019

By: 

Name: James W. Crawford, Jr.
Vice President

Title: _____