

This Confirmation Agreement is between UGI Energy Services, LLC ("UGIES") and CHARTIERS VALLEY SCHOOL DISTRICT ("Customer") (together, the "Parties"), and is subject to the terms and conditions of that certain Master Natural Gas Sales Agreement ("Contract") to be executed by the Parties. If the Contract is not executed within 30 days of the Effective Date (defined below) of this Confirmation Agreement, UGIES' standard form Contract shall govern. If a conflict exists between the provisions of the Contract and this Confirmation Agreement, the provisions of this Confirmation Agreement shall govern.

**NATURE OF SERVICE:** UGIES' obligation to deliver and sell, and Customer's obligation to accept and purchase the Contract Quantity of natural gas ("Gas") at the Point of Delivery is **Firm**.

**SALES PERIOD:** September 2019 through August 2022

**CONTRACT QUANTITY (at Point of Delivery):** UGIES shall deliver and invoice Customer for the full natural gas requirements of Customer's facilities for the account(s) covered hereunder. Initial orders for Customer's account(s) were based on the following estimates of Customer's Gas usage:

Month	Dth @ City Gate	Month	Dth @ City Gate
September 2019	1121	March 2021	5626
October 2019	2050	April 2021	3833
November 2019	3729	May 2021	1212
December 2019	6666	June 2021	686
January 2020	5693	July 2021	381
February 2020	7325	August 2021	403
March 2020	5626	September 2021	1121
April 2020	3833	October 2021	2050
May 2020	1212	November 2021	3729
June 2020	686	December 2021	6666
July 2020	381	January 2022	5693
August 2020	403	February 2022	7072
September 2020	1121	March 2022	5626
October 2020	2050	April 2022	3833
November 2020	3729	May 2022	1212
December 2020	6666	June 2022	686
January 2021	5693	July 2022	381
February 2021	7072	August 2022	403

*Account Numbers: 200008608032, 200008608859, 200008609097, 200008725257*

**CONTRACT PRICE (at Point of Delivery):**

Base Quantities:

The Contract Price is equal to the Commodity Price plus -\$0.390 per Dth basis. The Commodity Price shall be determined as follows:

1. The settlement price for Natural Gas Futures Contracts - Henry Hub traded on the New York Mercantile Exchange (NYMEX) for the last day of trading for the prompt month (e.g., August 28, 2019 was the last day of trading for September 2019 NYMEX Natural Gas Futures Contracts).

**OR**

2. Customer may request UGIES to fix the Commodity Price for any future month(s), for all or a portion of the Base Quantity, at the price NYMEX Natural Gas Futures Contracts - Henry Hub are being traded. UGIES will accept and confirm Customer's request for the time period permitted under UGIES' risk management policies, provided that the future month(s) and Gas quantities requested by Customer are being actively traded at the price requested by Customer. Confirmation will be reflected in an Addendum to this Confirmation Agreement.

**POINT OF DELIVERY:** EQUITABLE ("Local Utility") City Gate

**NOMINATION PROCEDURE:** UGIES shall schedule the Contract Quantity stated above.

**SPECIAL CONDITIONS:** Price quoted does not include LDC pass-through charges.

**TERMS AND CONDITIONS:**

1. During the Sales Period, UGIES shall be Customer's sole supplier of Gas for the accounts identified above. Customer authorizes UGIES to act as its agent for handling all Gas scheduling matters with Local Utility.
2. Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified above, or such date thereafter as service is authorized by the Local Utility, and shall remain effective for the duration of the Sales Period through and until the last day of the billing cycle of the Sales Period, or such date thereafter as authorized by the Local Utility.
3. The Contract Price quoted above is based on Customer's estimated usage of Gas for the accounts shown. If a material change in Customer's Gas usage at its facilities occurs for reasons other than variations in weather (including, but not limited to, the shut-down of any existing facility, the opening of any new facility, installation or removal of equipment or changes in operating times or processes), then UGIES may charge Customer current market prices at the Point of Delivery for Customer's increased Gas usage and may assess liquidation charges to Customer calculated under current market prices at the Point of Delivery for Gas that Customer failed to consume.

**UGI Energy Services, LLC**  
**Customer Confirmation Agreement**

**Fax No. (724) 941-7537**

**E-mail: gauld@ugies.com**

**Offer Date:** 12/20/2018

**Customer:** CHARTIERS VALLEY SCHOOL DISTRICT

**Ref#:** 00186795-1-2I5K8T

**Local Utility:** EQUITABLE

**Sales Rep:** Gerald Auld

4. In the event that UGIES is assessed any pool fees, balancing charges or storage charges by the Local Utility that are not already included in Customer's Contract Price, as shown above, UGIES may pass through a ratably allocated portion of such fees and charges to Customer on a monthly basis and Customer agrees to pay such fees and charges.
5. In the event that the Local Utility implements a mandatory service for suppliers or adopts any other changes in its requirements during the term of the Contract that results in any direct increase in cost to UGIES in providing service to Customer, UGIES shall flow Customer's share of such increased costs through to Customer and Customer agrees to pay such increased costs.
6. Once executed and returned by Customer, this Confirmation Agreement shall be effective ("Effective Date") between the Parties; provided however, UGIES reserves the right to adjust the Contract Price after the Effective Date to reflect changes in commodity and/or basis prices between the time the Confirmation Agreement is provided by UGIES to Customer and when it is executed and returned by Customer. UGIES will send to Customer an amendment to this Confirmation Agreement reflecting any final price adjustment.
7. If service under this Confirmation Agreement or any designated account is terminated early for any reason, UGIES will be authorized to sell any Gas purchased for Customer's account. Any loss on such sale will be charged to Customer, and any gain on such sale will be credited to Customer.
8. In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified above, Gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery for the remaining term of the Contract.
9. Customer and UGIES agree to keep all terms of this Confirmation Agreement proprietary and confidential.

**Check the box that applies:    The Customer has a tax exemption from state sales tax under the state law in which the Customer's facility or facilities served under this Confirmation Agreement is/are located.     Yes     No    If Yes, Customer shall furnish to UGIES the tax exemption certificate to evidence such exemption.**

**Please sign and return one copy of the Confirmation Agreement to UGIES to the fax number or e-mail address set forth above. IN WITNESS WHEREOF, the Parties have caused this Confirmation Agreement to be executed by their duly authorized representatives as of the respective dates set forth below.**

CUSTOMER: CHARTIERS VALLEY SCHOOL DISTRICT

UGI ENERGY SERVICES, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Michael C. Gibbs

TITLE: \_\_\_\_\_

TITLE: Vice President - Sales

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_