

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 2025 through August 2028

**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 2025	1390	March 2027	4133
October 2025	1766	April 2027	3153
November 2025	3779	May 2027	1905
December 2025	4989	June 2027	1351
January 2026	6937	July 2027	1005
February 2026	5855	August 2027	878
March 2026	4133	September 2027	1390
April 2026	3153	October 2027	1766
May 2026	1905	November 2027	3779
June 2026	1351	December 2027	4989
July 2026	1005	January 2028	6937
August 2026	878	February 2028	6063
September 2026	1390	March 2028	4133
October 2026	1766	April 2028	3153
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December 2026	4989	June 2028	1351
January 2027	6937	July 2028	1005
February 2027	5855	August 2028	878

Account Numbers: 200008608032, 200008608859, 200008609097, 200008725257

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

Base Quantities:

The Contract Price is equal to the Commodity Price plus  $-\$0.500$  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 27, 2025 was the last day of trading for September 2025 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 Base Quantity stated above for ratable daily delivery for Customer's account(s), to be adjusted, as needed, during the month to meet daily gas requirements.

**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:** 09/25/2024

**Customer:** CHARTIERS VALLEY SCHOOL DISTRICT

**Ref#:** 00186795-1-4O6UCM

**Local Utility:** EQUITABLE

**Sales Rep:** Gerald Auld

4. In the event that: (i) **UGIES** is assessed any new or increased pool fees, transportation rates, balancing charges or storage charges that are not already included in Customer's Contract Price, by either the Local Utility or a pipeline used by **UGIES** to deliver Customer's Gas to the Point of Delivery (with either referred to herein as a "Transporter"); or (ii) such Transporter adopts any other changes in its requirements during the term of the Contract that result in a direct increase in cost to **UGIES** in providing service to Customer, **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. 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.
6. 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.
7. 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.
8. 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: \_\_\_\_\_

Shaun Hart

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

TITLE: Vice President – Commodity Marketing, Growth and Retention

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

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