

**UGI ENERGY SERVICES, LLC**  
**MASTER NATURAL GAS SALES AGREEMENT ("CONTRACT")**  
**DATED OCTOBER 13, 2020**

This Master Natural Gas Sales Agreement ("Contract") is made between UGI Energy Services, LLC ("UGIES") and SALEM HOUSING AUTHORITY ("Customer") also referenced herein individually as a "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreement(s) effective between the Parties. Any transaction now existing or hereafter entered into between the Parties for the purchase and sale of natural gas (whether or not evidenced by an executed Confirmation Agreement) shall constitute a "Transaction" under this Contract and shall be subject to, governed by, and construed in accordance with the terms of this Contract. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Confirmation Agreement.

1. **Nature of Transactions:** UGIES agrees to sell and deliver, and Customer agrees to purchase and receive, natural gas ("Gas") for a particular Transaction in accordance with the terms of the Contract and the applicable Confirmation Agreement. Sales and purchases will be on a **Firm, Firm Recall or Interruptible** basis, as agreed to by the Parties in one or more Confirmation Agreement(s).
2. **Contract Term and Sales Period(s):** The term of this Contract shall be for the Effective Date of the first Confirmation Agreement entered into between the Parties, and shall continue until either Party receives written notice of termination from the other Party specifying a termination date that is no earlier than 30 days after the date of the written notice, with such termination to be effective on the specified termination date or such date thereafter as authorized by the Local Utility. Notwithstanding such notice, however, this Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Confirmation Agreement(s). In the absence of agreement regarding the extension of service beyond the Sales Period specified in any Confirmation Agreement, UGIES shall continue to deliver, and Customer shall continue to receive, for the remaining term of this Contract, the Contract Quantity of Gas specified in the most recently expired Confirmation Agreement at current market prices at the Point of Delivery.
3. **Quantity:** UGIES shall tender for delivery to Customer, and Customer must accept for receipt from UGIES, the Contract Quantity specified in the Confirmation Agreement(s).
4. **Contract Price:** For quantities tendered for delivery, Customer shall pay UGIES the Contract Price determined in accordance with the Confirmation Agreement(s), which shall reimburse UGIES for all applicable taxes for which the taxable incident takes place prior to the Point of Delivery. In addition, Customer shall bear responsibility for the payment of all taxes applicable to such Gas, including but not limited to sales, use, transfer, value of property, gross receipts or energy taxes for which the taxable incident arises upon or after the Point of Delivery, and any and all new taxes which become applicable after the date of this Master Contract. If UGIES is responsible for collection of such taxes, Customer shall reimburse UGIES for the full amount of such taxes paid. Customer may qualify for a tax exemption for purchases of natural gas in which case Customer shall furnish the necessary exemption or resale certificate to UGIES to evidence such exemption.
5. **Quality, Pressure, and Measurement:** Gas tendered for delivery shall meet all quality and pressure specifications required by the Local Utility and shall be measured by the Local Utility at the Point of Delivery.
6. **Title, Possession and Control:** Title to and risk of loss of all Gas tendered for delivery shall pass to Customer upon receipt at the Point of Delivery. UGIES warrants that it holds title to the Gas, or has the right to sell the Gas, at the Point of Delivery and that the Gas is free from liens and adverse claims of any kind. UGIES shall indemnify Customer against any liens and claims arising with respect to the title to, or its right to sell, such Gas to Customer.
7. **Transportation Balancing and Overruns:** Any charge imposed by a Local Utility due to an unexcused imbalance or failure to tender or accept the Contract Quantity for delivery shall be paid by the Party causing such imbalance or failure. A Party shall notify the other Party promptly after becoming aware that such an imbalance or failure has occurred or is likely to occur, and both Parties shall use reasonable efforts to cure the problem. Customer shall promptly notify UGIES of any known circumstances or conditions, other than variations in weather, that may cause significant or abrupt changes in Gas usage at its facilities, and Customer agrees to reimburse UGIES for any charge or penalty imposed by a Local Utility that results from Customer's failure to provide such notification.
8. **Billing and Payment:** During the term of this Contract, UGIES shall bill Customer on a monthly basis based on the prior month's delivery of Gas. The monthly billing periods shall be approximately 30 days in duration and shall correspond to the billing periods established by a Local Utility). All amounts due hereunder shall be paid within 10 days of the date of receipt of the invoice. Customer shall pay UGI Energy Services, LLC by wire transfer to the following Bank Account: PNC Bank, National Association, Philadelphia, PA, Account # 8606074246, ABA #031000053, or by check to UGI Energy Services, LLC, P.O. Box 827032, Philadelphia, PA 19182-7032. Any unpaid amounts shall accrue interest from the due date at the rate that is the lesser of 1½% per month or the maximum lawful rate. If an amount due is not received from Customer when due, upon 5 days prior written notice to Customer, UGIES may curtail deliveries or payments and/or terminate this Contract and/or any Confirmation Agreement(s) and liquidate the Transactions, in the manner provided in Section 11(b) below. Deliveries may not be curtailed and interest may not be accrued where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount.
9. **Creditworthiness:** If at any time during the term of this Contract UGIES reasonably determines that Customer's creditworthiness is unsatisfactory, UGIES may require Customer to provide credit assurance in a form and amount reasonably acceptable to UGIES, such as a letter of credit, third-party guarantee, deposit or prepayment. If Customer fails to provide such credit assurance within five (5) business days after notice from UGIES, then UGIES shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments and/or to terminate this Contract and/or any Confirmation Agreement(s) and liquidate the Transactions, in the manner provided in Section 11(b) below, in addition to any and all other remedies available hereunder.
10. **Force Majeure:** Except for Customer's payment obligations, neither Party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by circumstances beyond its reasonable control ("Force Majeure"), such as acts of God, acts of the other Party, acts of civil or military authority, fires, labor strikes and disputes, floods, freezing of wells or lines of pipe, epidemics, war or riot, curtailment of firm transportation, changes in law, or other like occurrence. A Party claiming inability to perform due to Force Majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Financial inability to perform alone shall not relieve a Party of its obligation to perform.
11. **Failure to Deliver/Accept - Exclusive Remedy:** Unless excused due to Force Majeure, if either Party fails to perform its Firm obligation hereunder to deliver Gas (in the case of UGIES) or take Gas (in the case of Customer), the other Party's exclusive remedy shall be (a) in the case of UGIES failure to deliver, the positive difference, if any, between the price Customer paid for replacement supplies and the Contract Price, multiplied by the quantity of Gas UGIES failed to deliver; or (b) in the case of Customer's failure to take, the positive difference, if any, between the Contract Price and the price UGIES obtained from a replacement market or Local Utility aggregation pool, multiplied by the quantity of Gas not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract Price times the quantity of Gas for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s).

THE REMEDIES SET FORTH HEREIN AND IN ANY EFFECTIVE CONFIRMATION AGREEMENT SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE PARTIES UNDER THIS CONTRACT, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

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**DATED OCTOBER 13, 2020**

12. **Notices:** Notice(s) required hereunder shall be deemed properly made if delivered personally or sent by facsimile, regular mail or overnight courier to the following addresses or facsimile.

Customer:	UGIES:
Paul Dice	
SALEM HOUSING AUTHORITY	UGI Energy Services, LLC
WEST SIDE CT BLDG 7 & 9 HSEMTR	835 Knitting Mills Way
SALEM, NJ 080790000	Wyomissing, PA 19610
Telephone: 8568258860	Telephone: 610/373-7999
	800/427-8545
Facsimile:	Facsimile: 610/374-4288

13. **Bankruptcy:** The Parties specifically agree that this Contract and all transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.

14. **Miscellaneous:** This Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without recourse to provisions governing choice of law. The Parties hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Berks County, Pennsylvania and/or the United States District Court for the Eastern District of Pennsylvania for the resolution of all matters pertaining to the Contract. Customer agrees to reimburse **UGIES** for all reasonable costs that **UGIES** incurs, including attorneys' fees, in any attempt to collect past due amounts from Customer. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld or delayed; provided, however, that **UGIES** may, without the consent of Customer, (i) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Contract to an affiliate of **UGIES**, which affiliate's creditworthiness is comparable to or higher than that of such Party, or (iii) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of **UGIES**.

**IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized representatives as of the respective dates set forth below.**

AGREED AND ACCEPTED

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CUSTOMER: SALEM HOUSING AUTHORITY

UGI Energy Services, LLC

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

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

Michael C. Gibbs

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

TITLE: Vice President - Sales

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

DATE: October 13, 2020