



October 29, 2018

VIA FEDERAL EXPRESS & EMAIL

Debra A. Howland, Executive Director and Secretary
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429

Re: UGI Energy Services, LLC
Competitive Natural Gas Supplier Application

Dear Secretary Howland:

Pursuant to the New Hampshire Code of Administrative Rules § PUC 3000 et seq. please find enclosed an original and two (2) copies of UGI Energy Services, LLC's Competitive Natural Gas Supplier Registration Application. Also enclosed is a corporate check (196417), made payable to the State of New Hampshire, in the amount of \$500.00 to satisfy the application fee.

I have also enclosed an additional copy of this letter and the application package. In order to assist in our recordkeeping, please file stamp the additional copy set and return it to me in the self-addressed stamped envelope provided for that purpose. Should you have any questions concerning this application, please feel free to contact me at (610) 373-7999 x1123 or pasare@ugies.com.

Respectfully yours,

A handwritten signature in black ink, appearing to read "Patrick Asare".

Patrick Asare
Principal Analyst, Gas Supply

Enclosure(s)

New Hampshire Competitive Natural Gas Supplier Initial Application

UGI Energy Services, LLC

PUC 3003.01 Requirements

- (a) Any CNGS seeking to sell natural gas to customers in the State of New Hampshire shall file with the commission an original and 2 copies of a registration application together with an electronic copy in a file format compatible with the computer system of the commission, pursuant to PUC 203.03.

Included in package

- (d) (1) Evidence of financial security as defined in PUC 3003.03.

Please see Attachment A

- (2) Documentation sufficient to demonstrate that the CNGS is an approved shipper on the upstream pipelines and underground storage facilities on which the LDC will assign capacity, if any, to the CNGS.

UGI Energy Services, LLC is an approved shipper on Tennessee Gas Pipeline. This can be confirmed by clicking on "Informational Postings" and then on "Index of Customers" on Tennessee Gas Pipeline's website. UGI Energy Services' presence on the list confirms its status as an approved shipper on the pipeline.

- (3) A \$500.00 registration fee.

Included in package

PUC 3006.01 Requirements

- (1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state and, if available, its website address;

UGI Energy Services, LLC

- (2) The applicant's business address, telephone number, and e-mail address;

One Meridian Blvd., Suite 2C01

Wyomissing, PA 19610

Phone: 610-373-7999

Fax: 610-374-4288

www.ugienergyservices.com

(3) The applicant's place of incorporation, if anything other than an individual;

The Commonwealth of Pennsylvania

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

Please see Attachment B

(5) The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire:

a. The name, business address and telephone number of the entity;

No affiliate or subsidiary of UGI Energy Services, LLC currently conducts business in New Hampshire.

b. A description of the business purpose of the entity; and

N/A

c. A description of any agreement(s) with any affiliated New Hampshire LDC(s);

UGI Energy Services, LLC is not affiliated with any New Hampshire LDC.

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

Julia Hager – Customer Experience Manager

Phone: 610-373-7999 ext. 1119

Toll free: 800-427-8545

Email: jhager@ugies.com

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries.

Regulatory Contact:

Patrick Asare – Principal Analyst

One Meridian Blvd., Suite 2C01

Wyomissing, PA 19610

Phone: 610-373-7999 ext. 1123

Email: pasare@ugies.com

Operations Contact:

***Soun Kimm – Director of Customer Operations
One Meridian Blvd., Suite 2C01
Wyomissing, PA 19610
Phone: 610-373-7999 ext. 1212
Email: skimm@ugies.com***

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

***Corporation Service Company
10 Ferry Street, Suite 313
Concord, NH 03301***

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Please see Attachment C.

(10) A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service;

UGI Energy Services, LLC will sell natural gas in the Liberty Utilities and Unitil franchise areas only

(11) A description of the types of customers the applicant intends to serve;

UGI Energy Services, LLC will market natural gas to large commercial and industrial customers in the following customer classes per National Grid's tariff:

- 280 Day Transportation Service***
- Interruptible Transportation Service (ITS)***
- G-41, G-42, G-43, G-51, G-52, G-53, G-54, G-63***

UGI Energy Services, LLC will market natural gas to large commercial and industrial customers in the following customer classes per Unitil's tariff:

- 40, 50, 41, 51, 42, 52, IT***

(12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas;

No customer complaints have been filed against UGI Energy Services, LLC in the past calendar year in any state.

- (13) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:
- a. For partnerships, any of the general partners;
 - b. For corporations, any of the officers, directors or controlling stockholders; or
 - c. For limited liability companies, any of the managers or members;

N/A

- (14) A statement as to whether the applicant or any of the applicant's principals:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;
 - b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
 - c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

N/A

- (15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event;

N/A

- (16) For those applicants intending to telemarket, a statement that the applicant shall:
- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
 - b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and;
 - c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

N/A

- (17) For those applicants that intend not to telemarket, a statement to that effect;

UGI Energy Services, LLC does not intend to engage in telemarketing activities in New Hampshire

- (18) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the LDC's billing service;

Please see Attachment D.

(19) A copy of any customer contracts or representative samples of contracts the applicant intends to use;

Please see Attachment E.

(20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;

UGI Energy Services, LLC will require all aggregators to provide proof of registration with the Commission prior to commencement of any business relationship

(21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete; and

Please see Attachment F.

(22) The signature of the applicant or its representative.

Please see Attachment F.

Attachment A



LICENSE OR
PERMIT BOND

Bond 019066804

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, That we, UGI ENERGY SERVICES, LLC

1 Meridian Boulevard, Wyomissing, PA 19610

as Principal, and the Liberty Mutual Insurance Company, a MA corporation,

as Surety, are held and firmly bound unto NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

21 South Fruit Street, Suite 10, Concord, NH 03301-2429, as Obligee,

in the sum of _____

Three Hundred Fifty Thousand and 00/100 Dollars (350,000.00)

for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 14th day of September, 2018.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has been or is about to be granted a license or permit to do business as Natural Gas Supplier by the Obligee.

NOW, Therefore, if the Principal well and truly comply with applicable local ordinances, and conduct business in conformity therewith, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER; 1. This bond shall continue in force:

☐ Until _____, or until the date of expiration of any Continuation Certificate executed by the Surety

OR

☒ Until canceled as herein provided.

2 This bond may be canceled by the Surety by the sending of notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability hereunder shall terminate as to subsequent acts or omissions of the Principal.

UGI ENERGY SERVICES, LLC

Principal

By Michael A. A.



Liberty Mutual Insurance Company

By Wayne G. McVaugh

Wayne G. McVaugh Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8180788

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maureen McNeill; Wayne G. McVaugh; Sara Owens; Patricia A. Rambo; Marina Tapia; Douglas R. Wheeler; Erin M. Dennison; Elizabeth Marrero; Kimberly G. Sherrod; Joanne C. Wagner

all of the city of Philadelphia, state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of August, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of August, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of September, 2018.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Attachment B

ATTACHMENT B

CURRENT UGIES CORPORATE OFFICERS

Name	Title	Title Role	Email Address
Gaudiosi, Monica M.	Manager	Manager	gaudiosim@ugicorp.com
Hartz, Joseph L.	Manager	Manager	jhartz@ugies.com
Jastrzebski, Ted J.	Manager	Manager	jastrzebskit@ugicorp.com
Hartz, Joseph L.	President	Officer	jhartz@ugies.com
Koehler, Andrew S.	Controller	Officer	akoehler@ugies.com
Doerries, Ann C.	Vice President and Chief Financial Officer	Officer	adoerries@ugies.com
Gaudiosi, Monica M.	Vice President and General Counsel, Secretary	Officer	gaudiosim@ugicorp.com
Cox, Anthony C.	Vice President – Gas Supply and Customer Operations	Officer	acox@ugies.com
Dutzman, Matthew S.	Vice President - Power and Business Development	Officer	mdutzman@ugies.com
Gibbs, Michael C.	Vice President - Commodity Marketing	Officer	mgibbs@ugies.com
Hunt, Amy E.	Vice President – Information Technology	Officer	ahunt@ugies.com
D'Alessandro, Dante L.	Vice President - Engineering and Operations	Officer	ddanlessandro@ugies.com
Jastrzebski, Ted J.	Vice President - Financial Strategy	Officer	jastrzebskit@ugicorp.com
Garcia, G. Gary	Treasurer	Officer	garciag@ugicorp.com
Pearson, Michael R.	Assistant Treasurer	Officer	pearsonm@ugicorp.com
Meredith, Pamela A.	Assistant Secretary	Officer	meredithp@ugicorp.com

Joseph Hartz, Andrew Koehler, Ann Doerries, Anthony Cox, Matthew Dutzman, Michael Gibbs, Amy Hunt, and Dante D'Alessandro can be reached at:

*One Meridian Blvd., Suite 2C01
Wyomissing, PA 19610
Phone: 610-373-7999*

Monica Gaudiosi, Ted Jastrzebski, Gary Garcia, Michael Pearson, and Pamela Meredith can be reached at:

*460 North Gulph Road
King of Prussia, PA 19406
Phone: 610-337-1000*

Attachment C

State of New Hampshire
Department of State

CERTIFICATE OF EXISTENCE

OF

UGI ENERGY SERVICES, LLC

This is to certify that UGI ENERGY SERVICES, LLC is registered in this office as a **Pennsylvania Limited Liability Company** to transact business in New Hampshire on 7/24/2018 4:30:00 PM.

Business ID: 799778



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July A.D. 2018.

A handwritten signature in dark ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Attachment D

*

UGI Energy Services, LLC
dba UGI EnergyLink
One Meridian Blvd., Suite 2C01
Wyomissing, PA 19610
(800) 427-8545

Page 1

Invoice Number: G_____
Invoice Date: 04/28/2015
Salesperson: Reiss
Gas Utility: NFGD (NY)

CUSTOMER NAME
CUSTOMER ADDRESS LINE 1
CUSTOMER ADDRESS LINE 2

Customer No: _____

MONTH
Apr-2015

Facility: _____ Acct Num: _____ Meter: _____

Service Period: 03/19/2015 - 04/16/2015

Quantity	Unit	Description	Price	Amount
_____	DTH	Full Requirements for 03/2015	5.346	\$ _____
_____	DTH	Full Requirements for 04/2015	5.346	\$ _____
Net Volume: _____ DTH			Fac./Mtr Total Cost:	\$ _____

Total Net Volume: _____ DTH

Net Invoice	\$ _____
Sales Tax	\$ _____
Total Current Charges	\$ _____
Total Amount Due	\$ _____

Questions about your bill please call UGI Energy Services, LLC at
1-800-427-8545 or 610-373-7999
Make Checks Payable to UGI Energy Services, LLC

Please return this portion with your payment payable to:

UGI Energy Services, LLC
P.O. Box 827032
Philadelphia, PA 19182

Customer No: _____
Invoice Number: G _____

CUSTOMER NAME
CUSTOMER ADDRESS LINE 1
CUSTOMER ADDRESS LINE 2

DUE DATE 05/13/2015
Amount Due \$ _____
Late charges applied if paid
after due date

★

Page 2

UGI Energy Services, LLC
dba UGI EnergyLink
One Meridian Blvd., Suite 2C01
Wyomissing, PA 19610
(800) 427-8545

Invoice Number: G _____
Invoice Date: 04/28/2015
Salesperson: Reiss
Gas Utility: NFGD (NY)

CUSTOMER NAME
CUSTOMER ADDRESS LINE 1
CUSTOMER ADDRESS LINE 2

Customer No: _____

MONTH
Apr-2015

Usage Detail

Facility:		(Usage at Meter)				
Start	-	End	Account Number	Meter Number	Volume	Units
03/19/2015	-	04/16/2015	_____	_____	_____	CC

Attachment E

UGI ENERGY SERVICES, LLC
MASTER NATURAL GAS SALES AGREEMENT ("CONTRACT")
DATED _____

This Master Natural Gas Sales Agreement ("Contract") is made between UGI Energy Services, LLC ("UGIES") and [] ("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 1 1/2% 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.

UGI ENERGY SERVICES, LLC
MASTER NATURAL GAS SALES AGREEMENT ("CONTRACT")
DATED _____

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:

UGI Energy Services, LLC
One Meridian Blvd., Suite 2C01
Wyomissing, PA 19610

Telephone:

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

AGREED AND ACCEPTED

CUSTOMER:

UGI Energy Services, LLC

BY: _____

BY: _____

Michael C. Gibbs

TITLE: _____

TITLE: Vice President - Sales

DATE: _____

DATE: _____

UGI Energy Services, LLC
Customer Confirmation Agreement
Fax No.

Offer Date:
Customer:
Ref#:
Local Utility: Con Ed
Sales Rep:

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This Confirmation Agreement is between UGI Energy Services, LLC ("UGIES") and [] ("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.

CUSTOMER DISCLOSURE STATEMENT

PRICE: See the Contract Price Section, below.

CONTRACT TERM AND SALES PERIOD(S): Service under this Confirmation Agreement shall commence on the first day of the billing cycle of the Sales Period specified below, 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 Sales Period, or such date thereafter as authorized by the Local Utility. The term of the Contract 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 the Sales Period specified in this Confirmation Agreement.**

SALES PERIOD: [] through []

TERMS OF RENEWAL: In the absence of agreement regarding pricing for any extension of service beyond the Sales Period specified in the most recent Confirmation Agreement, gas delivered for Customer's account shall be billed at current market prices at the Point of Delivery.

PROCESS FOR CONTRACT RESCISSION BY CUSTOMER: Customer may rescind the Contract upon thirty (30) days' written notice to UGIES. Upon receipt of Customer's rescission notice, UGIES will resell, liquidate or cash out all gas purchased previously for Customer's account (the "Liquidation Quantity") in a commercially reasonable manner. If the Contract Price is greater than the price UGIES receives in selling, liquidating or cashing out gas purchased for Customer's account, the negative difference, including UGIES' costs to unwind or liquidate any related financial hedges, shall be charged to Customer, and Customer agrees to pay such charges. Notwithstanding the foregoing, residential customers may rescind this Contract without charge or penalty within three business days after its receipt without any obligation.

AMOUNT OF TERMINATION FEE: There is no termination fee other than the reimbursement of any liquidation losses described above.

AMOUNT OF LATE PAYMENT FEE: 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.

CONDITIONS THAT MUST BE PRESENT FOR SAVINGS TO BE PROVIDED: This contract constitutes a normal business agreement between the Customer and UGIES. There is no guarantee of savings to the customer.

The conditions that are presented in this Customer Disclosure Statement are exhibited for emphasis and clarity. These items are consistent with the terms and conditions of both the Contract and Confirmation Agreement and may be repeated within the Contract and/or the Confirmation Agreement.

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: [] through []

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 1	[]
Month 2	[]
Month 3	[]
Month 4	[]
Month 5	[]
Month 6	[]
Month 7	[]
Month 8	[]
Month 9	[]
Month 10	[]
Month 11	[]
Month 12	[]

Account Numbers: []

CONTRACT PRICE (at Point of Delivery):

Base Quantities:

Lock-in Price at Point of Delivery	S/DTH @ City Gate
[] through []	\$[]

POINT OF DELIVERY: Con Ed ("Local Utility") City Gate

NOMINATION PROCEDURE: UGIES shall schedule the usage requirements of Customer, as mandated by the Local Utility.

SPECIAL CONDITIONS: Price quoted does not include LDC pass-through charges.
UGIES' energy charges will be included in your bill from the Utility.

TERMS AND CONDITIONS:

UGI Energy Services, LLC
Customer Confirmation Agreement
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Offer Date:
Customer:
Ref#:
Local Utility: Con Ed
Sales Rep:

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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.
4. The Contract Price stated above includes charges for upstream pipeline capacity assigned to Customer's account and paid by **UGIES** to the Local Utility, which charges are based on the maximum tariff rates applicable to the capacity assigned. To the extent that Local Utility changes the cost recovery mechanism for pricing assigned capacity, including the use of the Local Utility's weighted average cost of capacity to determine the capacity charges, and such change results in an increase to the capacity charges paid by **UGIES** to Local Utility during the Sales Period specified above, **UGIES** shall directly bill a ratably allocated portion of such increased capacity charges to Customer and Customer agrees to pay such increased capacity charges.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Customer and **UGIES** agree to keep all terms of this Confirmation Agreement proprietary and confidential.
11. **UGIES is authorized to become my natural gas supplier on Local Utility. I am not engaged in a long term contract with my current natural gas supplier that would prohibit me from switching providers without penalty. Any attempt by my current supplier to rescind my enrollment is unauthorized and I will contact Local Utility should this occur.**

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:

UGI ENERGY SERVICES, LLC

BY: _____

BY: _____

Michael C. Gibbs

TITLE: _____

TITLE: Vice President - Sales

DATE: _____

DATE: _____

Customer Information: **UGIES** is licensed to provide gas supply and related services in the State of New York. The rights and obligations of Customer with respect to the services provided by **UGIES** are protected by the terms and conditions of the Contract. Should Customer have any questions or require additional information regarding the Contract, Customer can contact the Director of Customer Service at **UGIES** at 800-427-8545. Customer should call Consolidated Edison of New York at 212-460-4794 in the event that a gas leak or service outage occurs. Buyer may also request information from the New York State Public Service Commission at: Office of Consumer Education & Advocacy, 3 Empire State Plaza, Albany, NY 12223. The New York Public Service Commission can be reached by phone at 1-800-355-4418 or through its website at <http://www.dps.state.ny.us>

Attachment F

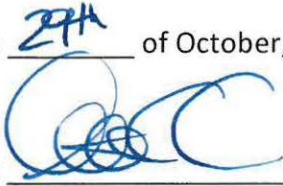
CERTIFICATION

I, Anthony C. Cox, hereby certify that I am Vice President of UGI Energy Services, LLC, and have been authorized to file this application for registration as a Competitive Natural Gas Supplier in New Hampshire.

I hereby certify that I have reviewed all of the statements contained in this registration application and accompanying exhibits, and that the matters set forth herein are true and correct to the best of my knowledge, information, or belief, and that I know of no material omission.

Dated this 27th of October, 2018 at Wyomissing, Pennsylvania.

Signature: _____



Anthony C. Cox

Vice President, UGI Energy Services, LLC

Notarization: _____

