

RETAIL ELECTRICITY AGREEMENT

This Retail Electricity Agreement ("**Agreement**") is made as of the following date: October 21, 2014 ("**Effective Date**") and sets forth the terms and conditions for the sale of electricity from Seller to Buyer. This Agreement consists of two parts, the Purchase Order and the Terms and Conditions. If there is a conflict between the Purchase Order and the Terms and Conditions, the Purchase Order shall control.

PART I: PURCHASE ORDER

BUYER AND SELLER INFORMATION

Buyer: TOWN OF EMMITSBURG		Seller: UGI ENERGY SERVICES, LLC	
Buyer Contact: Town Manager 300A South Seton Avenue Emmitsburg, MD 21727 Fax: 301-600-6313		Seller Account Manager: Phone: 610-373-7999 ext. Fax: 610-373-8470	
Buyer Business Address: 300A South Seton Avenue Emmitsburg, MD 21727		Seller Business Address: One Meridian Boulevard; Suite 2C01 Wyomissing, PA 19610	
Buyer Notice Address: 300A South Seton Avenue Emmitsburg, MD 21727 Attn: Town Manager		Seller Notice Address: One Meridian Boulevard; Suite 2C01 Wyomissing, PA 19610 Attn: Account Manager	
Buyer Account ID (Seller Internal Use Only):	Payment to Seller by wire: Per billing instructions.	Payment to Seller by mail: Per billing instructions.	

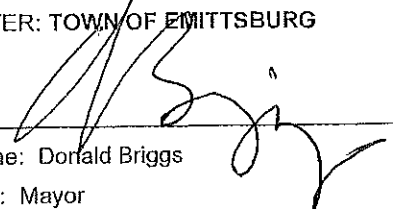
COMMERCIAL TERMS

Contract Price	6.8 cents /kWh increasing by 2% annually after the first year.
Contract Quantity	All Electricity Output produced by the Solar Project
Delivery Point	The meter installed at or near the point of interconnection between the Solar Project and the electrical equipment of Buyer at the Facility, as shown on Exhibit A
Delivery Period	Service shall commence on the Commencement Date and continue for 240 months thereafter. The Commencement Date is expected to occur during the Target Start Month, provided that the Commencement Date shall not occur prior to June 30, 2015. It shall be a condition precedent to the obligations of the Buyer hereunder that the Solar Project receive final approval for net metering.

Option to Extend	Buyer shall have the option to extend the Delivery Period for up to an additional five (5) years upon mutual agreement of the Parties, in which case the parties shall negotiate a Contract Price for such period.
Option at End of Term	Buyer shall have the option to elect to purchase the Solar Project in accordance with Section 3.4 of the Lease.
Target Start Month	June 2015. Seller acknowledges that Buyer is not responsible for buying any power prior to June 30, 2015.
Facility Name	Creamery Road Waste Water Treatment Plant
Facility Premise Address	16707 Creamery Road Emmitsburg, MD 21727
Facility Billing Address	300A South Seton Avenue Emmitsburg, MD 21727 Attn: Town Manager
State Sales Tax Status	Is the Facility exempt from Maryland Sales Tax? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

BUYER: TOWN OF EMMITSBURG

SELLER: UGI ENERGY SERVICES, LLC

By: 
 Name: Dorfold Briggs
 Title: Mayor

By: _____
 Name: _____
 Title: _____



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State Sales Tax Status	Is the Facility exempt from Maryland Sales Tax? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

BUYER: TOWN OF EMITTSBURG

SELLER: UGI ENERGY SERVICES, LLC

By: _____

Name: Donald Briggs

Title: Mayor

By: Bradley C. Hall

Name: BRADLEY C. HALL

Title: PRESIDENT

PART II: TERMS AND CONDITIONS

1. Definitions. Capitalized terms not defined in these Terms and Conditions have the meaning set forth in the Purchase Order.

"Business Day" means a calendar day excluding Saturdays, Sundays and United States and Maryland State holidays; provided, that in relation to any payment or funds transfer a "Business Day" means a day on which commercial banks are not required or permitted to be closed in the place where the relevant payor, pay or account, payee account and payee is located.

"Commencement Date" means with respect to the Delivery Period listed in the Purchase Order, the date on which deliveries of Electricity Output under this Agreement begin.

"Contract Price" means the amounts specified as the contract price in the Purchase Order.

"Delivery Point" means the delivery point specified in the Purchase Order.

"EDC" means the electric distribution company that provides the electric lines, both above ground and below ground, that delivers electricity to the Facility.

"EGS" means an electric generation supplier that is permitted to sell electricity to customers in Maryland.

"Electricity Output" means the output of electricity expressed in kWhs and measured at the applicable Delivery Point, as such output shall change from time to time, with no minimum delivery requirement. For avoidance of doubt, the Electricity Output may be zero for any reason, including but not limited to, a lack of insolation, failure of equipment or performance of routine maintenance of the Solar Project.

"Facility" means the commercial facility of Buyer located at the address set forth in the Purchase Order.

"Fair Market Value" means, with respect to the Solar Project, the cash price that would be exchanged in an arms-length transaction between an informed and willing buyer and an informed and willing seller, under no compulsion, respectively, to buy or sell.

"Force Majeure" means an event which is not within the reasonable control of, and not due to the fault or negligence of, the party claiming suspended performance, and which, by the exercise of due diligence such party is unable to overcome or avoid or cause to be avoided in a commercially reasonable manner. Force Majeure includes, but is not limited to: (i) physical events such as flood, tornado, hurricane, other unusually severe storm, lightning, earthquake, fire, explosion, (ii) curtailment or interruption of distribution or transmission service, (iii) declaration of emergency by any utility, transmission provider or independent system operator; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, terrorism or war and (iv) governmental actions of any kind. Neither party shall be entitled to the benefit of the provisions of Force Majeure for any cause within its reasonable control, including, but not limited to: (i) failing to make reasonable commercial efforts to remedy the condition and resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Seller's ability to sell Electricity Output at a higher or more advantageous price than the Contract Price and Buyer's ability to purchase electricity at a lower or more advantageous price than the Contract Price. Notwithstanding anything herein to the contrary, if Buyer is the party claiming Force Majeure, then Force Majeure shall exclude any action taken by Buyer in its capacity as a governmental authority, in the absence of any other event of Force Majeure.

"Generation Attributes" means any and all current and future attributes, credits, emissions reductions, offsets, allowances and other benefits resulting from the Solar Project, however denominated, including "green tags", environmental air quality credits, emissions reduction credits, offsets and allowances and alternative or renewable energy credits in each case resulting from renewable energy generation, the avoidance of the emission of any gas, chemical or other substance into the air, soil or water, or the reduction, displacement or offset from emissions resulting from combustion at another location pursuant to any federal, state or local legislation or regulation, as well as any green energy marketing program, environmental or alternative or renewable energy credit trading program now or hereafter in effect under federal, state or local Law.

"kW" means kilowatt and "kWh" means kilowatt-hour.

"MW" means megawatt and "MWh" means megawatt-hour.

"Law" means all applicable federal, state, local and regional laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, permits and directives of all governmental authorities.

"Lease" means the Solar Facilities Lease between Buyer and UGI Development Company, dated contemporaneously herewith, for the premises on which the Solar Project is constructed.

"Purchase Option Price" means the purchase option price amount set forth in Exhibit B for the corresponding year of the Delivery Period.

"Solar Project" means the solar photovoltaic electric generating system with polycrystalline solar panels with a capacity of approximately 1.295 MW (DC) owned by UGI Development Company, to be located on Buyer's property as set forth in the Lease.

"Target Start Month" shall mean, with respect to the Delivery Period listed in the Purchase Order, the month set forth in the row so specified in the Purchase Order. The Target Start Month is the billing month during which the parties anticipate sales of Electricity Output under this Agreement will begin. While the parties will endeavor to have such sales under this Agreement begin during the Target Start Month, Buyer acknowledges that sales of Electricity Output may actually commence following the Target Start Month due to circumstances outside of Seller's control. In such case, Buyer agrees to pay for any Electricity Output sold and delivered by Seller at the prices specified in the Purchase Order upon commencement of deliveries of Electricity Output at the Delivery Point. Seller acknowledges that Buyer is not responsible for buying any power prior to June 30, 2015.

"Termination Value" means the termination value amount set forth in Exhibit B for the corresponding year of the Delivery Period.

2. Term; Early Termination.

(a) The term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the Delivery Period or the earlier termination of this Agreement.

(b) On or before the Commencement Date and as a condition precedent to the obligations of Seller under this Agreement, Buyer shall deliver to Seller certified copies of all ordinances, resolutions, public notices and other documents evidencing the necessary actions and authorizations with respect to the execution and delivery of this Agreement and the performance by Buyer of its obligations pursuant to this Agreement.

(c) If Seller shall fail to cause the Commence Date to occur on or before December 31, 2015, then Buyer may elect to terminate this Agreement without any further obligation or liability of either party

hereunder.

(d) Seller shall notify Buyer when the System is capable of commercial operation, and shall in such notice certify to Buyer the Commencement Date.

(e) Either Seller or Buyer may terminate this Agreement, if the Lease is terminated prior to the expiration or termination of this Agreement.

3. Sale and Purchase. Subject to the terms and conditions in this Agreement, Seller shall sell and deliver, or be responsible for delivery of and Buyer shall purchase and receive the Electricity Output at the Delivery Point, commencing as of the Commencement Date and continuing through the end of the Delivery Period. The sale of Electricity Output from the Solar Project hereunder shall not include the sale or transfer of any of the Generation Attributes. All of the rights, title and interests in the Generation Attributes shall expressly be retained by Seller.

4. Remedies for Failure to Deliver or Receive. If Seller fails to deliver Electricity Output that Seller was obligated to deliver to Buyer hereunder, and such failure is not (i) due to the inability of UGI Development Company to generate Electricity Output from the Solar Project for any reason, or (ii) excused by Buyer's failure to perform, then Seller shall reimburse Buyer for the commercially reasonable amount paid by Buyer to replace undelivered quantities of Electricity Output, plus any applicable EDC penalties associated with such non-delivery by Seller, minus an amount equal to the Contract Price multiplied by the amount of such undelivered quantities (expressed in kWhs). If Buyer fails to receive all or part of the Electricity Output and such failure is not excused by Seller's failure to perform, then Buyer shall pay Seller an amount equal (a) to the Contract Price multiplied by the amount of such undelivered quantities of the Electricity Output (expressed in kWhs) less (b) any commercially reasonable amount received by Seller through resale of such undelivered quantities, if any, plus (c) any the value of any Generation Attributes that Seller was unable to generate and/or sell as a result of such Buyer failure plus (d) any applicable EDC penalties associated with such Buyer failure. The amount as calculated above shall be payable fifteen (15) Business Days after presentation of the performing party's invoice and supporting data to the other party, which invoice shall set forth the basis upon which such amount was calculated.

5. Measurement; Testing.

(a) Measurement. Seller will interconnect the Facility to the Solar Project. The point of interconnection shall be at the Delivery Point on Buyer's property at a point mutually agreed to by the parties and designated on Exhibit A. Buyer shall cooperate and reasonably assist Seller in establishing the interconnection; provided that all costs and liabilities of establishing the interconnection and complying with the EDC Interconnection Agreement shall be borne by Seller. Seller shall install, own, operate, maintain and repair one or more meters at the Delivery Point to measure the delivery of Electricity Output from the Solar Project to Buyer. The delivery of Electricity Output shall be measured by Seller at the Delivery Point and, except as otherwise expressly provided herein, Seller's metering at the Delivery Point shall be utilized to determine the quantity of Electricity Output delivered to Buyer.

(b) Regularly Scheduled Testing. Seller shall have the meter tested every two (2) years at its sole expense by an independent third party with expertise in such testing. Seller shall notify Buyer within ten (10) Business Days of each test, and Buyer shall have the right to attend any test provided that Buyer or Buyer's agent complies with all safety rules and requests of the independent third party performing such testing. Seller shall provide signed copies of the results of the meter test to Buyer in a timely manner. In addition, as set forth in Section 5(c), either Party, at its own expense, shall have the right to have the meter tested at any time throughout the Term.

(c) Testing and Correction. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(i) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(ii) The non-disputing Party shall, within fifteen (15) Business Days after receiving such notice from the disputing Party, advise the non-disputing Party in writing as to the disputing position concerning the accuracy of the meter and the non-disputing Party's reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause an independent third party to test the meter at such Party's expense.

(iv) If the meter is found to be inaccurate by not more than 2%, any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter. If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (x) Seller shall promptly cause any such meter found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (y) the Parties shall estimate the correct amounts of energy delivered for a period including the month in which the test occurs and all months extending back to and including the month including the mid-point of the period between the current meter test and the last test date on which the meter was found to be accurate within the allowed range and Seller shall either invoice or credit Buyer for the difference between the amounts previously paid and the amounts that would have been paid based on the correct amounts of energy delivered, and (z) Seller shall bear the cost of inspecting and correcting the meter.

6. Price. Buyer shall pay Seller the Contract Price for each kWh of Electricity Output delivered to the Delivery Point, plus all other charges provided for in the Purchase Order. The Contract Price includes the associated costs of delivering the Electricity Output to Buyer.

7. Payment Terms

(a) Seller shall invoice Buyer monthly for Electricity Output delivered to the Delivery Point in the preceding month. Buyer shall pay the amount of each invoice on or before the twentieth (20th) day after the applicable invoice date. If Buyer does not pay the undisputed portion of an invoice, or a party does not pay any other amounts as and when due hereunder, including a Termination Amount, by the applicable due date, then the non-paying party shall (i) pay interest on any overdue amounts at the lesser rate of 0.5% per month or the highest rate permitted by Law until paid in full and (ii) be liable for any and all costs of collection (including reasonable attorney's fees) that the owed party may reasonably incur in connection with this Agreement. All invoices and billings issued by Seller are conclusively presumed final and accurate unless objected to in writing, with supporting explanation and documentation, within six (6) months after the date of the applicable invoice or billing. Buyer may, in good faith, dispute the correctness of any invoice rendered under this Agreement by giving written notice of such dispute to Seller within such six month period. In the event Buyer disputes an invoice or portion thereof, Buyer shall nonetheless timely pay the undisputed portion and shall notify Seller at the time the invoice is due that Buyer is withholding payment for the remaining portion due to a good faith dispute. The parties shall cooperate in good faith to promptly resolve any disputed invoice.

(b) To the extent permitted by applicable Law, Buyer shall appropriate in its budget, by amendment if necessary, any amount required to be paid by it to Seller under this Agreement when due

hereunder and the Buyer shall fix, charge and collect or cause to be fixed, charged and collected such taxes or other revenues, which, together with other available funds, shall at all times provide sufficient funds for the satisfaction of Buyer's payment obligations to Seller under this Agreement.

8. Taxes. Seller shall bill and collect from Buyer all sales, use, gross receipt and other similar taxes or charges imposed by any governmental authority on or with respect to the Electricity Output sold and delivered hereunder at the Delivery Point, to the extent that such taxes are or become applicable. Upon billing by Seller, Buyer shall promptly pay the amount of such taxes to Seller, and Seller will report and remit such taxes to the appropriate governmental authority. In the event Buyer is exempt, in whole or in part, from state and local taxes, Buyer must provide Seller a copy of the applicable tax exemption certificate or other evidence of such exemption acceptable to Seller; Seller shall collect taxes until Buyer has provided Seller such certificate. Buyer represents and warrants that any tax exemption certificate delivered hereunder shall, at the time of delivery, set forth the proper amount of the applicable exemption, and Buyer agrees to promptly notify Seller of any changes in such exemption. Failure to provide Seller the relevant tax exemption certificate will result in full sales and use taxes being assessed against Buyer. Buyer shall indemnify and hold harmless Seller from any and all losses or claims arising from or related to Seller's reliance on Buyer's tax exemption certificate. Seller shall be responsible for all applicable taxes imposed on, or with respect to, Electricity Output prior to the delivery to the Delivery Point. Unless Buyer is exempt from state or local taxation in accordance with the foregoing, Buyer shall pay, or cause to be paid, all other taxes or fees imposed on, or with respect to, Electricity Output upon and after its delivery to the Delivery Point, including, without limitation, any and all federal, state, or local taxes or fees that may be imposed by any valid taxing authority on any transaction undertaken pursuant to this Agreement. If any such taxes that are the responsibility of Buyer are required to be paid by Seller, Buyer agrees to promptly reimburse Seller for such payment.

9. Title, Indemnity and Disclaimer. Title to Electricity Output shall pass from Seller to Buyer at the Delivery Point. Between Buyer and Seller, Seller will be liable for risk of loss of Electricity Output prior to its delivery at the Delivery Point, and Buyer will be liable for risk of loss of Electricity Output at and after its delivery to the Delivery Point. Further, as between the parties, each party's indemnification obligations under this Agreement shall be in accordance with Section 15 of the Lease. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN SECTION 20 OF THESE TERMS AND CONDITIONS, EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ELECTRICITY OUTPUT INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Events of Default. It shall be an event of default (an "Event of Default") under this Agreement if either party (the "Defaulting Party"):

- (i) makes an assignment or any general arrangement for the benefit of creditors;
- (ii) files a petition or otherwise commences, authorizes, or acquiesces to a proceeding under any bankruptcy Law or has a bankruptcy petition filed or proceeding commenced against it;
- (iii) has a liquidator, administrator, receiver or similar official appointed with respect to a

substantial portion of its assets,

- (iv) otherwise becomes bankrupt or insolvent (however evidenced), including general inability to pay debts as due,
- (v) fails to pay any amount due from it under this Agreement, which failure is not cured within fifteen (15) days after receipt of written notice of such failure;
- (vi) fails to perform any of its non-payment material obligations hereunder, which failure is not cured within fifteen (15) days after receipt of written notice of such failure;
- (viii) in the case of Buyer, if Buyer defaults under the terms of the Lease and does not cure within any applicable cure period;
- (ix) in the case of Seller, if Seller defaults under the terms of the Lease and does not cure within any applicable cure period.

Seller's failure to sell or deliver Electricity Output to Buyer due to the inability of UGI Development Company to generate Electricity from the Solar Project for any reason shall not constitute an Event of Default.

11. Termination. Upon the occurrence of any Event of Default, the party not in default (the "Non-Defaulting Party") shall have the right to terminate this Agreement by providing a notice of termination to the Defaulting Party designating a day, no earlier than the day of such notice and no later than twenty (20) days after such notice, as an early termination date ("Early Termination Date") for the termination of this Agreement. On the Early Termination Date, this Agreement will terminate and the amounts owed in connection with such termination shall be determined in accordance with Section 12. Except as otherwise provided in the Lease and this Agreement, the remedies under Section 12 shall be the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of an Early Termination Date. Notwithstanding the foregoing, if Buyer is the Defaulting Party, Seller may, without prejudice to its other remedies available under this Agreement or at law or in equity, suspend deliveries of Electricity Output to Buyer hereunder during the period between the occurrence of the Event of Default and the Early Termination Date. Each party reserves to itself all rights of set-off, counterclaim, and other defenses to which it is or may be entitled at law or in equity. All rights and obligations of the parties that must survive termination in order to give full force and effect to the terms of this Agreement shall so survive.

12. Termination Payments.

(a) Buyer Event of Default.

(i) If there has occurred a Buyer Event of Default and Seller has terminated this Agreement pursuant to Section 11, then Buyer shall pay to Seller an amount equal to the Termination Value payment amount set forth in Exhibit B hereto corresponding to the year of the Delivery Period during which the Early Termination Date occurs. Such payment together with any other amounts owed to Seller hereunder shall be due to Seller within twenty (20) Business Days of the Early Termination Date.

(ii) At all times following an Event of Default by Buyer until the termination of this Agreement by Seller as provided in Section 11, Seller shall have the right, but not the obligation, to

deliver the Electricity Output to Buyer, and Buyer shall be obligated to purchase and pay for such Electricity Output in accordance with this Agreement.

(b) **Seller Event of Default.** If there has occurred a Seller Event of Default and Buyer has terminated this Agreement pursuant to Section 11, then (i) if the Early Termination Date occurs on a date that is later than six (6) months after the fifth (5th) anniversary of the Commencement Date, Buyer may, in its sole discretion, elect to purchase from UGI Development Company all of UGI Development Company's rights, title and interest in the Solar Project for an amount equal to the greater of (A) the then-Fair Market Value of the Solar Project, which shall be determined as set forth in Section 3.3 of the Lease, or (B) the Purchase Option Price amount set forth in Exhibit B hereto corresponding to the year of the Delivery Period during which the Early Termination Date occurs or (ii) if Buyer does not elect to exercise such right to purchase the Solar Project, then neither Party shall owe any amounts to the other Party strictly as a result of such termination of this Agreement and Seller shall cause UGI Development Company remove the Solar Project, at its sole cost and expense, pursuant to Section 3.3 of the Lease. Buyer's election of either remedy provided in this Section 12(b) does not prevent Buyer from seeking any damages and remedies available to Buyer under this Agreement and the Lease. Such payment to Seller together with any other amounts owed to Seller hereunder shall be due within ten (10) Business Days of the Early Termination Date. If Buyer elects to purchase the Solar Project such payment to UGI Development Company shall be due upon Buyer's acquisition of the Solar Project and UGI Development Company shall transfer the Solar Project (along with all applicable warranties) free and clear of all liens and encumbrances.

13. Limitation of Liability. For breach of any provision of this Agreement for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. If no remedy or measure of damages is expressly provided, a party's liability shall be limited to direct actual damages. In either case and except as expressly provided in Section 12, all other remedies at law or in equity are waived, including incidental, punitive, special, exemplary, direct, indirect or consequential damages, including lost profits and business interruption damages, for any breach of this Agreement, whether arising by statute, in tort or contract or otherwise. To the extent damages under this Agreement are liquidated, the parties acknowledge that such damages are difficult or impossible to determine and constitute a reasonable approximation of the harm or loss.

14. Confidentiality. Neither party may disclose to a third party the terms of this Agreement or any confidential information of the other party relating to this Agreement, other than to the extent necessary to perform its obligations under this Agreement, as may be expressly authorized in this Agreement or as may be required by applicable law. Each party shall be permitted to disclose such information to (a) its officers, managers, directors, employees, agents, accountants, attorneys, consultants and affiliates to the extent such persons or entities need to know such information and agree to keep such information confidential in accordance with this Agreement, (b) current and prospective lenders, purchasers or similar parties who have entered into a non-disclosure agreement and their advisors, counsel and consultants who have a need to know the information and who agree to keep such information confidential in accordance with this Agreement and (c) as required by applicable law, or to any national securities exchange or similar entity as required by the rules of such entity, provided that the disclosing party uses commercially reasonable efforts to obtain confidential treatment of such information. The obligations imposed by this Section 14 shall survive for a period of two years after the earlier to occur of the expiration or termination of this Agreement. Nothing herein shall prevent Seller from marketing itself or its products as being associated with solar power.

15. Credit. Buyer hereby authorizes Seller to obtain credit information regarding Buyer and to make such inquiries as Seller considers to be necessary to obtain credit information and authorizes Buyer's bank (and any other Buyer lenders), at any time and from time to time while this Agreement is in effect, to release to Seller credit information regarding the Buyer.

16. Cooperation; Buyer Acknowledgement; Immunity. Buyer shall provide such cooperation and assistance as Seller reasonably requests in connection with this Agreement. Buyer shall keep Seller informed of any material changes in its usage at the Facility. Solely with respect to Buyer's contractual obligations hereunder and performance thereof, to the extent permitted by applicable Law, Buyer will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from suit, jurisdiction of court, injunctive or other equitable relief, attachment of assets, or execution or enforcement of any judgment.

17. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

18. Energy Supply Right of First Refusal. If at any time before the tenth (10th) anniversary of the Commencement Date, Buyer receives a bid, indicative terms or any proposal or offer from a party other than Seller or any of Seller's affiliates for the supply of electricity or natural gas for any of Buyer's facilities, including the Facility (an "Energy Supply Offer"), then Buyer shall provide Seller with written notice ("Notice of an Energy Supply Offer") of such Energy Supply Offer, within ten (10) Business Days of Buyer's receipt of such Energy Supply Offer. Each Notice of an Energy Supply Offer shall identify in reasonable detail: (a) the proposed term of the Energy Supply Offer; (b) the proposed pricing terms of the Energy Supply Offer; (c) the Buyer's facilities that will be served by the Energy Supply Offer, including the percentage of each facility's energy needs that will be served; and (d) any other material terms and conditions of the Energy Supply Offer. Seller shall have the right, but not the obligation, within fifteen (15) Business Days of its receipt of a Notice of an Energy Supply Offer, to elect to provide electricity and/or natural gas for Buyer's facilities upon substantially the same material terms and conditions as the Energy Supply Offer. If Seller does not notify Buyer of its willingness to match the material terms and conditions of an Energy Supply Offer within such fifteen (15) Business Day period, then Seller shall be deemed to have waived its right of first refusal under this Section 18, but only as to the Energy Supply Offer(s) contained in the Notice of an Energy Supply Offer, and not as to any other Energy Supply Offers. If Seller elects to match the material terms and conditions of an Energy Supply Offer, then Buyer and Seller agree to take all actions, including execution of a binding agreement, necessary for Seller to supply electricity and/or natural gas to Buyer's facilities in accordance with the material terms and conditions of the Energy Supply Offer. Buyer shall not consummate any transaction with a third party for the supply of electricity and/or natural gas for Buyer's facilities, unless and until Buyer has provided Seller with a Notice of an Energy Supply Offer and Seller has waived, or is deemed to have waived, its right to supply electricity or natural gas for Buyer's facilities pursuant to the terms of this Section 18.

19. Force Majeure. If a party is unable due to Force Majeure to perform its obligations under this Agreement and that party (the "Claiming Party") provides notice thereof to the other party as soon as practicable after its occurrence, the obligations of the party affected by the Force Majeure (other than

the payment of amounts due and owing hereunder) shall be suspended for the duration of the Force Majeure event. The Delivery Period shall not be extended due to any event of Force Majeure. The Claiming Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations.

20. Representations and Warranties.

(a) Each party represents and warrants to the other that (i) it has the power and authority to perform this Agreement; and (ii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary action and this Agreement is its legal, valid and binding obligation, subject to applicable bankruptcy, insolvency and similar Laws affecting creditor's rights generally and to any equitable defenses.

(b) Buyer represents and warrants to Seller that:

(i) The execution and delivery of this Agreement and the performance of Buyer's obligations hereunder (A) have been duly authorized by all necessary action on the part of Buyer, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures as required under applicable Laws, (B) are for a proper purpose within the meaning of applicable Laws and (C) do not and will not conflict with, constitute a breach of or default under, any of the terms, conditions, or provisions of any indenture, mortgage, other evidence of indebtedness, or other agreement or instrument or any applicable Law, in each case, to which Buyer is a party or by which Buyer or any of its assets is bound or subject.

(ii) All persons making up the governing body of Buyer are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with applicable Law.

(iii) The term of this Agreement does not extend beyond any applicable limitation imposed applicable Law or any agreement or instrument to which Buyer is a party.

(iv) it is acting as principal and not as agent for any other party;

(v) it is entering into this Agreement with a full understanding of the risks thereof;

and

(vi) it understands that the electricity usage and related information it has provided to Seller forms the basis for the economic terms and conditions of this Agreement and to the best of its knowledge such information is true and accurate as of the date furnished to Seller.

21. Assignment. No assignment of this Agreement, in whole or in part, may be made without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, conditioned or delayed, and any attempted assignment in violation of the foregoing is void; provided that without the other party's prior approval but upon prior written notice (a) either party may assign this Agreement to an affiliate (b) Buyer may assign this Agreement to the purchaser or lessor of the Facility, provided that Seller reasonably determines that such purchaser or lessor is creditworthy, (c) Seller may assign this Agreement (i) in connection with a financing transaction, (ii) to any entity succeeding to all or a substantially all of Seller's assets, and (iii) in connection with a sale or other transfer of this Agreement to any entity, provided that (x) in the case of items (a), (b), and (c)(iii), the creditworthiness of the assignee or successor is, in the reasonable judgment of the non-assigning party, equal to or better than that of the assigning party and (y) except in the case of item (c)(i), the assignee agrees in

writing to assume the assigning party's obligations under this Agreement and the Lease in all respects (provided that Seller may assign this Agreement and the Lease to two different affiliates) and provided further that Seller may only transfer to assignee or successor with at least substantially similar experience or capability as UGI Development Company in operating and maintaining solar projects similar to the Solar Project. Upon any permitted assignment under items (a), (b), and (c)(iii) in which the creditworthiness of the assignee or successor is, in the reasonable judgment of the non-assigning party, equal to or better than that of the assigning party and the assignee agrees in writing to assume the assigning party's obligations under this Agreement, the assigning party shall be released from any further obligations under this Agreement except for payment of amounts accrued or due prior to the date of such assignment.

22. Miscellaneous. All matters arising under or related to this Agreement shall be governed by the Laws of the State of Maryland, without reference to its choice of law rules. If a change in any Law is enacted or promulgated after the date of this Agreement which results in new or modified fees, costs of performance or other charges being incurred by Seller with respect to its sale of Electricity Output hereunder to Buyer, then Seller may reasonably allocate and bill the incremental amounts thereof to Buyer. Unless otherwise provided, all written notices under this Agreement shall be provided by regular mail, email (confirmed receipt), overnight courier, facsimile or hand delivery, to the addresses and persons specified for the applicable type of notice in the Purchase Order. Nothing in this Agreement constitutes or implies a joint venture, partnership, association or imposes or implies any fiduciary or similar duty between the parties. This Agreement may not be amended or modified except in a written document signed by both parties. The failure of either party to demand strict performance of the terms of, or to exercise any right conferred in, this Agreement shall not be construed as a waiver or relinquishment of such party's right to assert or rely upon any such term or right upon a subsequent breach of a violation of that provision or as a waiver of any breach or violation of any other provisions of this Agreement. This Agreement supersedes all prior or contemporaneous discussions, representations, understandings and agreements, whether written or oral, between the parties concerning the subject matter of this Agreement and constitutes Buyer's and Seller's full and final agreement with respect to all matters herein. To the extent a provision is ruled unclear or unenforceable by a court of law or regulatory authority having jurisdiction over the parties, the provision shall be modified if possible or severed such that the remaining provisions of this Agreement remain in effect and the obligations of the parties under this Agreement are enforced. Facsimile signatures shall be effective as originals. This Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.* Each party further agrees that the other party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party. There are no third party beneficiaries to this Agreement.

(signatures to follow on next page)

BUYER: TOWN OF EMMITSBURG

By: 

Name: Donald Briggs

Title: Mayor

SELLER: UGI ENERGY SERVICES, LLC

By: 

Name: BRADLEY C. HALL

Title: PRESIDENT



UGI Energy Services, Inc.

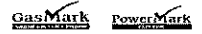


Exhibit A
Delivery Point for Facility
See Attached

Exhibit B

Termination Values and Purchase Option Prices

Year	Buyout Cost	Total Termination Cost
Year 1		\$4,298,031.60
Year 2		\$3,580,084.80
Year 3		\$3,133,274.40
Year 4		\$2,848,047.60
Year 5		\$2,548,975.20
Year 6	\$1,919,683.20	\$2,364,844.80
Year 7	\$1,846,682.40	\$2,305,197.60
Year 8	\$1,765,630.80	\$2,237,902.80
Year 9	\$1,676,366.40	\$2,162,805.60
Year 10	\$1,578,532.80	\$2,079,565.20
Year 11	\$1,472,546.40	\$1,988,610.00
Year 12	\$1,357,984.80	\$1,889,530.80
Year 13	\$1,233,883.20	\$1,781,376.00
Year 14	\$1,099,590.00	\$1,663,507.20
Year 15	\$975,780.00	\$1,556,614.80
Year 16	\$892,238.40	\$1,490,498.40
Year 17	\$798,866.40	\$1,415,073.60
Year 18	\$686,506.80	\$1,321,200.00
Year 19	\$565,612.80	\$1,219,346.40
Year 20	\$409,945.20	\$1,083,291.60