

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended: **September 30, 2023**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: **001-11590**

CHESAPEAKE UTILITIES CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

51-0064146
(I.R.S. Employer
Identification No.)

500 Energy Lane, Dover, Delaware 19901
(Address of principal executive offices, including Zip Code)

(302) 734-6799
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock - par value per share \$0.4867	CPK	New York Stock Exchange, Inc.

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Common Stock, par value \$0.4867 — 17,796,741 shares outstanding as of October 27, 2023.

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GLOSSARY OF DEFINITIONS

Adjusted Gross Margin: A non-GAAP measure calculated by deducting the purchased cost of natural gas, propane and electricity and the cost of labor spent on direct revenue-producing activities from operating revenues. The costs included in Adjusted Gross Margin exclude depreciation and amortization and certain costs presented in operations and maintenance expenses in accordance with regulatory requirements

Aspire Energy: Aspire Energy of Ohio, LLC, a wholly-owned subsidiary of Chesapeake Utilities

Aspire Energy Express: Aspire Energy Express, LLC, a wholly-owned subsidiary of Chesapeake Utilities

ASU: Accounting Standards Update issued by the FASB

ATM: At-the-market

CDC: U.S. Centers for Disease Control and Prevention

CDD: Cooling Degree-Day

CFG: Central Florida Gas Company, a division of Chesapeake Utilities

Chesapeake or Chesapeake Utilities: Chesapeake Utilities Corporation, its divisions and subsidiaries, as appropriate in the context of the disclosure

CHP: Combined Heat and Power Plant

Company: Chesapeake Utilities Corporation, its divisions and subsidiaries, as appropriate in the context of the disclosure

COVID-19: An infectious disease caused by a coronavirus

CNG: Compressed natural gas

Degree-day: Measure of the variation in the weather based on the extent to which the average daily temperature (from 10:00 am to 10:00 am) falls above (CDD) or below (HDD) 65 degrees Fahrenheit

Delmarva Peninsula: A peninsula on the east coast of the U.S. occupied by Delaware and portions of Maryland and Virginia

DRIP: Dividend Reinvestment and Direct Stock Purchase Plan

Dt(s): Dekatherm(s), which is a natural gas unit of measurement that includes a standard measure for heating value

Dts/d: Dekatherms per day

Eastern Shore: Eastern Shore Natural Gas Company, a wholly-owned subsidiary of Chesapeake Utilities

Eight Flags: Eight Flags Energy, LLC, a wholly-owned subsidiary of Chesapeake Utilities

Elkton Gas: Elkton Gas Company, a wholly-owned subsidiary of Chesapeake Utilities

ESG: Environmental, Social and Governance

FASB: Financial Accounting Standards Board

FCG: Pivotal Utility Holdings, Inc, a wholly-owned subsidiary of Florida Power & Light Company, doing business as Florida City Gas, which the Company has entered into a definitive agreement to acquire

FERC: Federal Energy Regulatory Commission

FGT: Florida Gas Transmission Company

Florida OPC: The Office of Public Counsel, an agency established by the Florida legislature who advocates on behalf of Florida's utility consumers prior to actions or rule changes

FPU: Florida Public Utilities Company, a wholly-owned subsidiary of Chesapeake Utilities

GAAP: Generally Accepted Accounting Principles

Gross Margin: a term under U.S. GAAP which is the excess of sales over costs of goods sold

GUARD: Gas Utility Access and Replacement Directive a program to enhance the safety, reliability and accessibility of portions of the Company's natural gas distribution system in Florida

Guernsey Power Station: Guernsey Power Station, LLC, a power generation facility in Guernsey County Ohio

Gulfstream: Gulfstream Natural Gas System, LLC, an unaffiliated pipeline network that supplies natural gas to FPU

HDD: Heating Degree-Day

LNG: Liquefied Natural Gas

Marlin Gas Services: Marlin Gas Services, LLC, a wholly-owned subsidiary of Chesapeake Utilities

MetLife: MetLife Investment Advisors, an institutional debt investment management firm, with which we have previously issued Senior Notes and which is a party to the current MetLife Shelf Agreement, as amended

MGP: Manufactured gas plant, which is a site where coal was previously used to manufacture gaseous fuel for industrial, commercial and residential use

Peninsula Pipeline: Peninsula Pipeline Company, Inc., a wholly-owned subsidiary of Chesapeake Utilities

Peoples Gas: Peoples Gas System, an Emera Incorporated subsidiary

Prudential: Prudential Investment Management Inc., an institutional investment management firm, with which Chesapeake Utilities entered into a previous Shelf Agreement and issued Shelf Notes

PSC: Public Service Commission, which is the state agency that regulates utility rates and/or services in certain of our jurisdictions

Revolver: Our \$375.0 million unsecured revolving credit facility with certain lenders

RNG: Renewable natural gas

Sandpiper Energy: Sandpiper Energy, Inc., a wholly-owned subsidiary of Chesapeake Utilities

SEC: Securities and Exchange Commission

Senior Notes: Our unsecured long-term debt issued primarily to insurance companies on various dates

Sharp: Sharp Energy, Inc., a wholly-owned subsidiary of Chesapeake Utilities

Shelf Agreement: An agreement entered into by Chesapeake Utilities and a counterparty pursuant to which Chesapeake Utilities may request that the counterparty purchase our unsecured senior debt with a fixed interest rate and a maturity date not to exceed 20 years from the date of issuance

Shelf Notes: Unsecured senior promissory notes issuable under the Shelf Agreement executed with various counterparties

SICP: the 2013 and 2023 Stock and Incentive Compensation Plans

SOFR: Secured Overnight Financing Rate, a secured interbank overnight interest rate established as an alternative to LIBOR

TCJA: Tax Cuts and Jobs Act enacted on December 22, 2017

TETLP: Texas Eastern Transmission, LP, an interstate pipeline interconnected with Eastern Shore's pipeline

Uncollateralized Senior Notes: Our unsecured long-term debt issued primarily to insurance companies on various dates

U.S.: The United States of America

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements

Chesapeake Utilities Corporation and Subsidiaries
Condensed Consolidated Statements of Income (Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands, except shares and per share data)</i>				
Operating Revenues				
Regulated Energy	\$ 102,411	\$ 90,980	\$ 345,822	\$ 311,064
Unregulated Energy and other	29,136	40,073	139,447	182,339
Total Operating Revenues	131,547	131,053	485,269	493,403
Operating Expenses				
Natural gas and electric costs	26,518	21,248	105,692	88,264
Propane and natural gas costs	10,576	22,958	55,786	100,236
Operations	41,217	40,182	128,147	120,981
Transaction-related expenses	3,899	—	3,899	—
Maintenance	5,125	4,501	15,487	13,273
Depreciation and amortization	17,610	17,339	52,096	51,532
Other taxes	6,374	6,177	20,674	19,136
Total Operating Expenses	111,319	112,405	381,781	393,422
Operating Income	20,228	18,648	103,488	99,981
Other income (expense), net	(72)	957	1,036	4,454
Interest charges	7,076	6,240	21,272	17,404
Income Before Income Taxes	13,080	13,365	83,252	87,031
Income Taxes	3,673	3,703	21,368	23,385
Net Income	\$ 9,407	\$ 9,662	\$ 61,884	\$ 63,646
Weighted Average Common Shares Outstanding:				
Basic	17,796,741	17,737,984	17,783,787	17,715,845
Diluted	17,857,784	17,819,373	17,847,288	17,797,001
Earnings Per Share of Common Stock:				
Basic	\$ 0.53	\$ 0.54	\$ 3.48	\$ 3.59
Diluted	\$ 0.53	\$ 0.54	\$ 3.47	\$ 3.58

The accompanying notes are an integral part of these condensed consolidated financial statements.

Chesapeake Utilities Corporation and Subsidiaries
Condensed Consolidated Statements of Comprehensive Income (Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands)</i>				
Net Income	\$ 9,407	\$ 9,662	\$ 61,884	\$ 63,646
Other Comprehensive Income (Loss), net of tax:				
Employee Benefits, net of tax:				
Reclassifications of amortization of prior service credit and actuarial loss, net of tax of \$3, \$6, \$10 and \$19, respectively	11	18	32	53
Cash Flow Hedges, net of tax:				
Net (loss) gain on commodity contract cash flow hedges, net of tax of \$525, \$(1,083), \$(250) and \$(246), respectively	1,385	(2,865)	(660)	(613)
Reclassifications of net loss (gain) on commodity contract cash flow hedges, net of tax \$124, \$(28), \$76 and \$(869), respectively	328	(74)	202	(2,294)
Net gain on interest rate swap cash flow hedges, net of tax of \$112, \$54, \$325 and \$54, respectively	316	153	928	153
Reclassifications of net (gain) on interest rate swap cash flow hedges, net of tax of \$(42), \$0, \$(92) and \$0, respectively	(118)	—	(260)	—
Total Other Comprehensive Income (Loss), net of tax	1,922	(2,768)	242	(2,701)
Comprehensive Income	\$ 11,329	\$ 6,894	\$ 62,126	\$ 60,945

The accompanying notes are an integral part of these condensed consolidated financial statements.

Chesapeake Utilities Corporation and Subsidiaries
Condensed Consolidated Balance Sheets (Unaudited)

Assets	September 30, 2023	December 31, 2022
<i>(in thousands, except shares and per share data)</i>		
Property, Plant and Equipment		
Regulated Energy	\$ 1,916,585	\$ 1,802,999
Unregulated Energy	404,924	393,215
Other businesses and eliminations	28,802	29,890
Total property, plant and equipment	2,350,311	2,226,104
Less: Accumulated depreciation and amortization	(503,897)	(462,926)
Plus: Construction work in progress	61,843	47,295
Net property, plant and equipment	1,908,257	1,810,473
Current Assets		
Cash and cash equivalents	1,793	6,204
Trade and other receivables	47,397	65,758
Less: Allowance for credit losses	(2,405)	(2,877)
Trade and other receivables, net	44,992	62,881
Accrued revenue	15,229	29,206
Propane inventory, at average cost	7,001	9,365
Other inventory, at average cost	17,593	16,896
Regulatory assets	19,111	41,439
Storage gas prepayments	5,063	6,364
Income taxes receivable	5,340	2,541
Prepaid expenses	17,179	15,865
Derivative assets, at fair value	2,328	2,787
Other current assets	1,837	428
Total current assets	137,466	193,976
Deferred Charges and Other Assets		
Goodwill	46,213	46,213
Other intangible assets, net	16,518	17,859
Investments, at fair value	11,084	10,576
Derivative assets, at fair value	425	982
Operating lease right-of-use assets	12,842	14,421
Regulatory assets	91,678	108,214
Receivables and other deferred charges	16,263	12,323
Total deferred charges and other assets	195,023	210,588
Total Assets	\$ 2,240,746	\$ 2,215,037

The accompanying notes are an integral part of these condensed consolidated financial statements.

Chesapeake Utilities Corporation and Subsidiaries
Condensed Consolidated Balance Sheets (Unaudited)

	September 30, 2023	December 31, 2022
Capitalization and Liabilities		
<i>(in thousands, except shares and per share data)</i>		
Capitalization		
Stockholders' equity		
Preferred stock, par value \$0.01 per share (authorized 2,000,000 shares), no shares issued and outstanding	\$ —	\$ —
Common stock, par value \$0.4867 per share (authorized 50,000,000 shares)	8,662	8,635
Additional paid-in capital	382,551	380,036
Retained earnings	476,601	445,509
Accumulated other comprehensive income (loss)	(1,137)	(1,379)
Deferred compensation obligation	8,987	7,060
Treasury stock	(8,987)	(7,060)
Total stockholders' equity	866,677	832,801
Long-term debt, net of current maturities	643,801	578,388
Total capitalization	1,510,478	1,411,189
Current Liabilities		
Current portion of long-term debt	20,000	21,483
Short-term borrowing	118,570	202,157
Accounts payable	53,729	61,496
Customer deposits and refunds	40,228	37,152
Accrued interest	4,985	3,349
Dividends payable	10,500	9,492
Accrued compensation	9,831	14,660
Regulatory liabilities	9,092	5,031
Derivative liabilities, at fair value	828	585
Other accrued liabilities	20,647	13,618
Total current liabilities	288,410	369,023
Deferred Credits and Other Liabilities		
Deferred income taxes	264,541	256,167
Regulatory liabilities	145,092	142,989
Environmental liabilities	2,562	3,272
Other pension and benefit costs	17,133	16,965
Derivative liabilities, at fair value	101	1,630
Operating lease - liabilities	11,040	12,392
Deferred investment tax credits and other liabilities	1,389	1,410
Total deferred credits and other liabilities	441,858	434,825
Environmental and other commitments and contingencies (Notes 6 and 7)		
Total Capitalization and Liabilities	\$ 2,240,746	\$ 2,215,037

The accompanying notes are an integral part of these condensed consolidated financial statements.

Chesapeake Utilities Corporation and Subsidiaries
Condensed Consolidated Statements of Cash Flows (Unaudited)

	Nine Months Ended	
	September 30,	
	2023	2022
<i>(in thousands)</i>		
Operating Activities		
Net income	\$ 61,884	\$ 63,646
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	52,096	51,532
Depreciation and accretion included in other costs	8,562	8,280
Deferred income taxes	8,297	16,216
Realized gain on commodity contracts and sale of assets	(883)	(7,247)
Unrealized (gain) loss on investments/commodity contracts	(821)	2,358
Employee benefits and compensation	315	(780)
Share-based compensation	4,857	4,705
Changes in assets and liabilities:		
Accounts receivable and accrued revenue	31,866	30,692
Propane inventory, storage gas and other inventory	2,968	(3,338)
Regulatory assets/liabilities, net	33,492	(27,454)
Prepaid expenses and other current assets	(2,765)	5,528
Accounts payable and other accrued liabilities	(11,128)	(809)
Income taxes receivable/payable	(2,799)	(1,399)
Customer deposits and refunds	3,076	1,337
Accrued compensation	(5,103)	(5,445)
Other assets and liabilities, net	(567)	(1,812)
Net cash provided by operating activities	<u>183,347</u>	<u>136,010</u>
Investing Activities		
Property, plant and equipment expenditures	(137,684)	(98,028)
Proceeds from sale of assets	2,651	3,544
Acquisitions, net of cash acquired	—	(2,006)
Environmental expenditures	(710)	(637)
Net cash used in investing activities	<u>(135,743)</u>	<u>(97,127)</u>
Financing Activities		
Common stock dividends	(29,509)	(25,867)
Issuance of stock under the Dividend Reinvestment Plan, net of offering fees	(28)	4,438
Tax withholding payments related to net settled stock compensation	(2,455)	(2,838)
Change in cash overdrafts due to outstanding checks	(2,157)	(189)
Net repayments under line of credit agreements	(81,697)	(54,289)
Proceeds from long-term debt, net of offering fees	79,840	49,859
Repayment of long-term debt	(16,009)	(12,493)
Net cash used in financing activities	<u>(52,015)</u>	<u>(41,379)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(4,411)	(2,496)
Cash and Cash Equivalents—Beginning of Period	6,204	4,976
Cash and Cash Equivalents—End of Period	<u>\$ 1,793</u>	<u>\$ 2,480</u>

The accompanying notes are an integral part of these condensed consolidated financial statements.

Chesapeake Utilities Corporation and Subsidiaries
Condensed Consolidated Statements of Stockholders' Equity (Unaudited)

<i>(in thousands, except shares and per share data)</i>	Common Stock ⁽¹⁾			Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Deferred Compensation	Treasury Stock	Total
	Number of Shares ⁽²⁾	Par Value	Additional Paid-In Capital					
Balance at June 30, 2022	17,734,794	\$ 8,632	\$ 376,866	\$ 428,833	\$ 1,370	\$ 7,018	\$ (7,018)	\$ 815,701
Net income	—	—	—	9,662	—	—	—	9,662
Other comprehensive loss	—	—	—	—	(2,768)	—	—	(2,768)
Dividend declared (\$0.535 per share)	—	—	—	(9,554)	—	—	—	(9,554)
Issuance under various plans ⁽³⁾	2,939	1	364	—	—	—	—	365
Share-based compensation and tax benefit ^{(4) (5)}	1,052	1	1,031	—	—	—	—	1,032
Treasury stock activities	—	—	—	—	—	(15)	15	—
Balance at September 30, 2022	17,738,785	\$ 8,634	\$ 378,261	\$ 428,941	\$ (1,398)	\$ 7,003	\$ (7,003)	\$ 814,438
Balance at December 31, 2021	17,655,410	\$ 8,593	\$ 371,162	\$ 393,072	\$ 1,303	\$ 7,240	\$ (7,240)	\$ 774,130
Net income	—	—	—	63,646	—	—	—	63,646
Other comprehensive loss	—	—	—	—	(2,701)	—	—	(2,701)
Dividends declared (\$1.550 per share)	—	—	—	(27,777)	—	—	—	(27,777)
Issuance under various plans ⁽³⁾	36,785	18	4,977	—	—	—	—	4,995
Share-based compensation and tax benefit ^{(4) (5)}	46,590	23	2,122	—	—	—	—	2,145
Treasury stock activities	—	—	—	—	—	(237)	237	—
Balance at September 30, 2022	17,738,785	\$ 8,634	\$ 378,261	\$ 428,941	\$ (1,398)	\$ 7,003	\$ (7,003)	\$ 814,438
Balance at June 30, 2023	17,796,741	\$ 8,662	\$ 380,830	\$ 477,795	\$ (3,059)	\$ 9,001	\$ (9,001)	\$ 864,228
Net income	—	—	—	9,407	—	—	—	9,407
Other comprehensive loss	—	—	—	—	1,922	—	—	1,922
Dividend declared (\$0.590 per share)	—	—	—	(10,601)	—	—	—	(10,601)
Issuance under various plans ⁽³⁾	—	—	(2)	—	—	—	—	(2)
Share-based compensation and tax benefit ^{(4) (5)}	—	—	1,723	—	—	—	—	1,723
Treasury stock activities	—	—	—	—	—	(14)	14	—
Balance at September 30, 2023	17,796,741	\$ 8,662	\$ 382,551	\$ 476,601	\$ (1,137)	\$ 8,987	\$ (8,987)	\$ 866,677
Balance at December 31, 2022	17,741,418	\$ 8,635	\$ 380,036	\$ 445,509	\$ (1,379)	\$ 7,060	\$ (7,060)	\$ 832,801
Net income	—	—	—	61,884	—	—	—	61,884
Other comprehensive loss	—	—	—	—	242	—	—	242
Dividends declared (\$1.715 per share)	—	—	—	(30,792)	—	—	—	(30,792)
Issuance under various plans ⁽³⁾	—	—	(21)	—	—	—	—	(21)
Share-based compensation and tax benefit ^{(4) (5)}	55,323	27	2,536	—	—	—	—	2,563
Treasury stock activities	—	—	—	—	—	1,927	(1,927)	—
Balance at September 30, 2023	17,796,741	\$ 8,662	\$ 382,551	\$ 476,601	\$ (1,137)	\$ 8,987	\$ (8,987)	\$ 866,677

- (1) 2,000,000 shares of preferred stock at \$0.01 par value have been authorized. No shares have been issued or are outstanding; accordingly, no information has been included in the statements of stockholders' equity.
- (2) Includes 106,960, 108,143, 107,659, and 116,238 shares at September 30, 2023, December 31, 2022, September 30, 2022 and December 31, 2021, respectively, held in a Rabbi Trust related to our Non-Qualified Deferred Compensation Plan.
- (3) Can include shares issued under the Retirement Savings Plan, DRIP and ATM equity issuances.
- (4) Includes amounts for shares issued for directors' compensation.
- (5) The shares issued under the SICP are net of shares withheld for employee taxes. For the nine months ended September 30, 2023 and 2022, we withheld 19,859 and 21,832 shares, respectively, for employee taxes.

The accompanying notes are an integral part of these condensed consolidated financial statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)
1. Summary of Accounting Policies
Basis of Presentation

References in this document to the “Company,” “Chesapeake Utilities,” “we,” “us” and “our” are intended to mean Chesapeake Utilities Corporation, its divisions and/or its subsidiaries, as appropriate in the context of the disclosure.

The accompanying unaudited condensed consolidated financial statements have been prepared in compliance with the rules and regulations of the SEC and GAAP. In accordance with these rules and regulations, certain information and disclosures normally required for audited financial statements have been condensed or omitted. These financial statements should be read in conjunction with the consolidated financial statements and notes thereto, included in our latest Annual Report on Form 10-K for the year ended December 31, 2022. In the opinion of management, these financial statements reflect all adjustments that are necessary for a fair presentation of our results of operations, financial position and cash flows for the interim periods presented.

Where necessary to improve comparability, prior period amounts have been changed to conform to current period presentation.

Due to the seasonality of our business, results for interim periods are not necessarily indicative of results for the entire fiscal year. Revenue and earnings are typically greater during the first and fourth quarters, when consumption of energy is highest due to colder temperatures.

FASB Statements and Other Authoritative Pronouncements

There are no pending or recently effective accounting standards which have had, or are expected to have, a material impact to our consolidated financial statements or disclosures.

2. Calculation of Earnings Per Share

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2023	2022	2023	2022
<i>(in thousands, except shares and per share data)</i>				
Calculation of Basic Earnings Per Share:				
Net Income	\$ 9,407	\$ 9,662	\$ 61,884	\$ 63,646
Weighted average shares outstanding	17,796,741	17,737,984	17,783,787	17,715,845
Basic Earnings Per Share	\$ 0.53	\$ 0.54	\$ 3.48	\$ 3.59
Calculation of Diluted Earnings Per Share:				
Net Income	\$ 9,407	\$ 9,662	\$ 61,884	\$ 63,646
Reconciliation of Denominator:				
Weighted shares outstanding—Basic	17,796,741	17,737,984	17,783,787	17,715,845
Effect of dilutive securities—Share-based compensation	61,043	81,389	63,501	81,156
Adjusted denominator—Diluted	17,857,784	17,819,373	17,847,288	17,797,001
Diluted Earnings Per Share	\$ 0.53	\$ 0.54	\$ 3.47	\$ 3.58

3. Acquisitions

Acquisition of Florida City Gas

In September 2023, we entered into a definitive stock purchase agreement with NextEra Energy, Inc. to acquire FCG for approximately \$923.0 million in cash, subject to certain working capital adjustments. The transaction is expected to close by the end of the fourth quarter of 2023, subject to customary closing conditions and certain regulatory approvals, at which time FCG will become a wholly-owned subsidiary of the Company. FCG is a regulated utility that is expected to be included within our Regulated Energy segment.

FCG serves approximately 120,000 residential and commercial natural gas customers across eight counties in Florida, including Miami-Dade, Broward, Brevard, Palm Beach, Hendry, Martin, St. Lucie and Indian River. Its natural gas system includes approximately 3,800 miles of distribution main and 80 miles of transmission pipe.

Simultaneous with execution of the definitive purchase agreement, we obtained a commitment for a 364-day bridge loan facility (the "Bridge Facility") for up to \$965.0 million to fund the acquisition. In October 2023, the Bridge Facility commitment was extended to include additional lending parties. The Bridge Facility may be utilized to finance the acquisition in whole or part, largely based upon the proceeds from any related debt and/or equity financings we undertake. For additional details related to the Bridge Facility see Note 15, *Short-Term Borrowings*.

Acquisition of Planet Found Energy Development

In October 2022, we acquired Planet Found Energy Development, LLC ("Planet Found") for \$9.5 million. In connection with this acquisition, we recorded a \$0.9 million liability which was subject to the seller's adherence to various provisions contained in the purchase agreement and was released after the first anniversary of the transaction closing. We accounted for this acquisition as a business combination within our Unregulated Energy segment beginning in the fourth quarter of 2022. Planet Found's farm scale anaerobic digestion pilot system and technology produces biogas from 1,200 tons of poultry litter annually, which can be used to create renewable energy in the form of electricity or upgraded to renewable natural gas. The transaction accelerated our efforts in converting poultry waste to renewable, sustainable energy while simultaneously improving the local environments in our service territories. The operating revenues and operating income of Planet Found were not material to our consolidated results for the three and nine months ended September 30, 2023.

In connection with this acquisition, we recorded \$4.4 million in intangible assets associated primarily with intellectual property and non-compete agreements, \$4.0 million in property plant and equipment, \$1.1 million in goodwill, and less than \$0.1 million in working capital, all of which are deductible for income tax purposes.

4. Revenue Recognition

We recognize revenue when our performance obligations under contracts with customers have been satisfied, which generally occurs when our businesses have delivered or transported natural gas, electricity or propane to customers. We exclude sales taxes and other similar taxes from the transaction price. Typically, our customers pay for the goods and/or services we provide in the month following the satisfaction of our performance obligation. The following tables display our revenue by major source based on product and service type for the three and nine months ended September 30, 2023 and 2022:

(in thousands)	Three Months Ended September 30, 2023				Three Months Ended September 30, 2022			
	Regulated Energy	Unregulated Energy	Other and Eliminations	Total	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution								
Delaware natural gas division	\$ 9,793	\$ —	\$ —	\$ 9,793	\$ 8,741	\$ —	\$ —	\$ 8,741
Florida natural gas distribution ⁽¹⁾	38,323	—	—	38,323	35,834	—	—	35,834
FPU electric distribution	32,683	—	—	32,683	25,199	—	—	25,199
Maryland natural gas division	3,447	—	—	3,447	2,881	—	—	2,881
Sandpiper natural gas/propane operations	3,748	—	—	3,748	3,893	—	—	3,893
Elkton Gas	1,011	—	—	1,011	1,168	—	—	1,168
Total energy distribution	89,005	—	—	89,005	77,716	—	—	77,716
Energy transmission								
Aspire Energy	—	4,798	—	4,798	—	10,022	—	10,022
Aspire Energy Express	373	—	—	373	373	—	—	373
Eastern Shore	19,228	—	—	19,228	18,804	—	—	18,804
Peninsula Pipeline	7,904	—	—	7,904	6,813	—	—	6,813
Total energy transmission	27,505	4,798	—	32,303	25,990	10,022	—	36,012
Energy generation								
Eight Flags	—	4,437	—	4,437	—	7,414	—	7,414
Propane operations								
Propane delivery operations	—	23,197	—	23,197	—	27,923	—	27,923
Compressed Natural Gas Services								
Marlin Gas Services	—	2,595	—	2,595	—	2,642	—	2,642
Other and eliminations								
Eliminations	(14,099)	(57)	(5,879)	(20,035)	(12,726)	(87)	(7,886)	(20,699)
Other	—	—	45	45	—	—	45	45
Total other and eliminations	(14,099)	(57)	(5,834)	(19,990)	(12,726)	(87)	(7,841)	(20,654)
Total operating revenues ⁽²⁾	\$ 102,411	\$ 34,970	\$ (5,834)	\$ 131,547	\$ 90,980	\$ 47,914	\$ (7,841)	\$ 131,053

⁽¹⁾ In accordance with the Florida PSC approval of our natural gas base rate proceeding, effective March 1, 2023, our natural gas distribution businesses in Florida (FPU, FPU-Indiantown division, FPU-Fort Meade division and Chesapeake Utilities' CFG division, collectively, "Florida natural gas distribution businesses") have been consolidated for rate-making purposes and amounts above are now being presented on a consolidated basis consistent with the final rate order.

⁽²⁾ Total operating revenues for the three months ended September 30, 2023 include other revenue (revenues from sources other than contracts with customers) of \$0.1 million and \$0.1 million for our Regulated and Unregulated Energy segments, respectively, and \$0.1 million for both our Regulated and Unregulated Energy segments for the three months ended September 30, 2022. The sources of other revenues include revenue from alternative revenue programs related to revenue normalization for the Maryland division and Sandpiper Energy and late fees.

(in thousands)	Nine Months Ended September 30, 2023				Nine Months Ended September 30, 2022			
	Regulated Energy	Unregulated Energy	Other and Eliminations	Total	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution								
Delaware natural gas division	\$ 60,809	\$ —	\$ —	\$ 60,809	\$ 56,308	\$ —	\$ —	\$ 56,308
Florida natural gas distribution ⁽¹⁾	125,446	—	—	125,446	111,556	—	—	111,556
FPU electric distribution	78,455	—	—	78,455	64,593	—	—	64,593
Maryland natural gas division	20,331	—	—	20,331	17,717	—	—	17,717
Sandpiper natural gas/propane operations	14,909	—	—	14,909	15,777	—	—	15,777
Elkton Gas	6,454	—	—	6,454	6,239	—	—	6,239
Total energy distribution	306,404	—	—	306,404	272,190	—	—	272,190
Energy transmission								
Aspire Energy	—	24,478	—	24,478	—	38,866	—	38,866
Aspire Energy Express	1,106	—	—	1,106	1,004	—	—	1,004
Eastern Shore	59,530	—	—	59,530	58,000	—	—	58,000
Peninsula Pipeline	22,408	—	—	22,408	20,361	—	—	20,361
Total energy transmission	83,044	24,478	—	107,522	79,365	38,866	—	118,231
Energy generation								
Eight Flags	—	14,269	—	14,269	—	18,868	—	18,868
Propane operations								
Propane delivery operations	—	110,492	—	110,492	—	137,997	—	137,997
Compressed Natural Gas Services								
Marlin Gas Services	—	9,834	—	9,834	—	7,231	—	7,231
Other and eliminations								
Eliminations	(43,626)	(186)	(19,576)	(63,388)	(40,491)	(293)	(20,592)	(61,376)
Other	—	—	136	136	—	—	262	262
Total other and eliminations	(43,626)	(186)	(19,440)	(63,252)	(40,491)	(293)	(20,330)	(61,114)
Total operating revenues ⁽²⁾	\$ 345,822	\$ 158,887	\$ (19,440)	\$ 485,269	\$ 311,064	\$ 202,669	\$ (20,330)	\$ 493,403

⁽¹⁾ In accordance with the Florida PSC approval of our natural gas base rate proceeding, effective March 1, 2023, our natural gas distribution businesses in Florida (FPU, FPU-Indiantown division, FPU-Fort Meade division and Chesapeake Utilities' CFG division, collectively, "Florida natural gas distribution businesses") have been consolidated for rate-making purposes and amounts above are now being presented on a consolidated basis consistent with the final rate order.

⁽²⁾ Total operating revenues for the nine months ended September 30, 2023 include other revenue (revenues from sources other than contracts with customers) of \$0.9 million and \$0.3 million for our Regulated and Unregulated Energy segments, respectively, and \$0.2 million and \$0.3 million for our Regulated and Unregulated Energy segments, respectively, for the nine months ended September 30, 2022. The sources of other revenues include revenue from alternative revenue programs related to revenue normalization for the Maryland division and Sandpiper Energy and late fees.

Contract Balances

The timing of revenue recognition, customer billings and cash collections results in trade receivables, unbilled receivables (contract assets), and customer advances (contract liabilities) in our condensed consolidated balance sheets. The balances of our trade receivables, contract assets, and contract liabilities as of September 30, 2023 and December 31, 2022 were as follows:

<i>(in thousands)</i>	Trade Receivables	Contract Assets (Current)	Contract Assets (Non-current)	Contract Liabilities (Current)
Balance at 12/31/2022	\$ 61,687	\$ 18	\$ 4,321	\$ 983
Balance at 9/30/2023	42,988	18	3,589	1,207
Increase (Decrease)	<u>\$ (18,699)</u>	<u>\$ —</u>	<u>\$ (732)</u>	<u>\$ 224</u>

Our trade receivables are included in trade and other receivables in the condensed consolidated balance sheets. Our current contract assets are included in other current assets in the condensed consolidated balance sheet. Our non-current contract assets are included in other assets in the condensed consolidated balance sheet and primarily relate to operations and maintenance costs incurred by Eight Flags that have not yet been recovered through rates for the sale of electricity to our electric distribution operation pursuant to a long-term service agreement.

At times, we receive advances or deposits from our customers before we satisfy our performance obligation, resulting in contract liabilities. Contract liabilities are included in other accrued liabilities in the condensed consolidated balance sheets and relate to non-refundable prepaid fixed fees for our Mid-Atlantic and North Carolina propane delivery operation's retail offerings. Our performance obligation is satisfied over the term of the respective customer retail program on a ratable basis. For the three months ended September 30, 2023 and 2022, we recognized revenue of \$0.1 million and \$0.3 million, respectively. For the nine months ended September 30, 2023 and 2022, we recognized revenue of \$0.5 million and \$1.0 million, respectively.

Remaining Performance Obligations

Our businesses have long-term fixed fee contracts with customers in which revenues are recognized when performance obligations are satisfied over the contract term. Revenue for these businesses for the remaining performance obligations, at September 30, 2023, are expected to be recognized as follows:

<i>(in thousands)</i>	2023	2024	2025	2026	2027	2028	2029 and thereafter
Eastern Shore and Peninsula Pipeline	\$ 9,776	\$ 37,523	\$ 30,894	\$ 27,138	\$ 24,163	\$ 23,398	\$ 188,498
Natural gas distribution operations	1,989	7,884	7,480	7,278	6,701	5,480	28,775
FPU electric distribution	163	652	275	275	275	275	—
Total revenue contracts with remaining performance obligations	<u>\$ 11,928</u>	<u>\$ 46,059</u>	<u>\$ 38,649</u>	<u>\$ 34,691</u>	<u>\$ 31,139</u>	<u>\$ 29,153</u>	<u>\$ 217,273</u>

5. Rates and Other Regulatory Activities

Our natural gas and electric distribution operations in Delaware, Maryland and Florida are subject to regulation by their respective PSC; Eastern Shore, our natural gas transmission subsidiary, is subject to regulation by the FERC; and Peninsula Pipeline and Aspire Energy Express, our intrastate pipeline subsidiaries, are subject to regulation (excluding cost of service) by the Florida PSC and Public Utilities Commission of Ohio, respectively.

Refer to the additional details below pertaining to the Customer Information System Regulatory Asset Petition and COVID-19 impact.

Delaware

In September 2023, the Delaware Division submitted the first-in-the-state Energy Efficiency Rider application for natural gas with the Delaware PSC after obtaining an affirmative recommendation from the Delaware Energy Efficiency Advisory Council (“EEAC”). The application applies to a portfolio of four programs including, Home Energy Counseling, Home Performance with Energy Star, Assisted Home Performance with Energy Star, and standard Offer Program in which customers can participate and allow for recovery. In October 2023, the opening order in the docket was issued with comments due in December 2023.

Maryland

Ocean City Maryland Reinforcement: During the second quarter of 2022, we began construction of an extension of service into North Ocean City, Maryland. Our Delaware natural gas division and Sandpiper installed approximately 5.7 miles of pipeline across southern Sussex County, Delaware to Fenwick Island, Delaware and Worcester County, Maryland. The project reinforces our existing system in Ocean City, Maryland and enables incremental growth along the pipeline. Construction of this project was completed in the second quarter of 2023.

Florida

Wildlight Expansion: In August 2022, Peninsula Pipeline and FPU filed a joint petition with the Florida PSC for approval of its Transportation Service Agreement associated with the Wildlight planned community located in Nassau County, Florida. The project enables us to meet the significant growing demand for service in Yulee, Florida. The agreement will enable us to construct the project during the build-out of the community, and charge the reservation rate as each phase of the project goes into service. Construction of the pipeline facilities will occur in two separate phases. Phase one consists of three extensions with associated facilities, and a gas injection interconnect with associated facilities. Phase two will consist of two additional pipeline extensions. The various phases of the project commenced in the first quarter of 2023, with construction on the overall project continuing through 2025. The petition was approved by the Florida PSC in November 2022.

Natural Gas Rate Case: In May 2022, our natural gas distribution businesses in Florida filed a consolidated natural gas rate case with the Florida PSC. The application included a request for the following: (i) permanent rate relief of approximately \$24.1 million, effective January 1, 2023, (ii) a depreciation study also submitted with filing; (iii) authorization to make certain changes to tariffs to include the consolidation of rates and rate structure across the businesses and to unify the Florida natural gas distribution businesses under FPU; (iv) authorization to retain the acquisition adjustment recorded at the time of the FPU merger in our revenue requirement; and (v) authorization to establish an environmental remediation surcharge for the purposes of addressing future expected remediation costs for FPU MGP sites. In August 2022, interim rates were approved by the Florida PSC in the amount of approximately \$7.7 million on an annualized basis, effective for all meter readings in September 2022. The discovery process and subsequent hearings were concluded during the fourth quarter of 2022 and briefs were submitted during the same quarter of 2022. In January 2023, the Florida PSC approved the application for consolidation and permanent rate relief of approximately \$17.2 million on an annual basis. Actual rates in connection with the rate relief were approved by the Florida PSC in February 2023 with an effective date of March 1, 2023.

Beachside Pipeline Extension: In June 2021, Peninsula Pipeline and, at that time, an unrelated party, Florida City Gas entered into a Transportation Service Agreement for an incremental 10,176 Dts/d of firm service in Indian River County, Florida, to support Florida City Gas’ growth along the Indian River’s barrier island. As part of this agreement, Peninsula Pipeline constructed 11.3 miles of pipeline from its existing pipeline in the Sebastian, Florida area, traveling east under the Intercoastal Waterway and southward on the barrier island. The project was placed in-service during April 2023.

St. Cloud / Twin Lakes Expansion: In July 2022, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with FPU, for an additional 2,400 Dt/d of firm service in the St. Cloud, Florida area. As part of this agreement, Peninsula Pipeline will construct a pipeline extension and regulator station for FPU. The extension supports new incremental load due to growth in the area, including providing service, most immediately, to the residential development, Twin Lakes. The expansion also improves reliability and provides operational benefits to FPU's existing distribution system in the area, supporting future growth. The petition was approved by the Florida PSC in October 2022. The expansion was placed into service during the third quarter of 2023.

Storm Protection Plan: In 2020, the Florida PSC implemented the Storm Protection Plan ("SPP") and Storm Protection Plan Cost Recovery Clause ("SPPCRC") rules, which require electric utilities to petition the Florida PSC for approval of a Transmission and Distribution Storm Protection Plan that covers the utility's immediate 10-year planning period with updates to the plan at least every 3 years. The SPPCRC rules allow the utility to file for recovery of associated costs for the SPP. Our Florida electric distribution operation's SPP plan was filed during the first quarter of 2022 and approved in the fourth quarter of 2022 with modifications, by the Florida PSC. Rates associated with this initiative were effective in January 2023.

Lake Wales Pipeline Acquisition: In February 2023, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with FPU for an additional 9,000 Dt/d of firm service in the Lake Wales, Florida area. The Commission approved the petition in April 2023. Approval of the agreement allowed Peninsula Pipeline to complete the acquisition of the existing pipeline in May 2023 which is being utilized to serve both current and new natural gas customers.

GUARD: In February 2023, FPU filed a petition with the Florida PSC for approval of the GUARD program. GUARD is a ten-year program to enhance the safety, reliability, and accessibility of portions of our natural gas distribution system. We identified various categories of projects to be included in GUARD, which include the relocation of mains and service lines located in rear easements and other difficult to access areas to the front of the street, the replacement of problematic distribution mains, service lines, and maintenance and repair equipment and system reliability projects. In August 2023, the Florida PSC approved the GUARD program, which included \$205.0 million of capital expenditures projected to be spent over a 10-year period.

Newberry Expansion: In April 2023, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with FPU for an additional 8,000 Dt/d of firm service in the Newberry, Florida area. Peninsula Pipeline will construct a pipeline extension, which will be used by FPU to support the development of a natural gas distribution system to provide gas service to the City of Newberry. The petition was approved by the Florida PSC in the third quarter of 2023.

Amendment to Escambia County Agreement: In April of 2023, Peninsula Pipeline filed a petition with the Florida PSC for approval of an amendment to an existing contract with FPU. This amendment will allow Peninsula Pipeline to construct an additional delivery point on a pipeline located in Escambia County. The additional delivery point comes at the request of an FPU customer and will be used to enhance natural gas service in the area. The amendment was approved by the Florida PSC in the third quarter of 2023.

Florida Electric Depreciation Study: The Florida PSC requires electric utilities to file a depreciation study every four years to reevaluate and set depreciation rates for the utility's plant assets. In June 2023, FPU filed a petition with the Florida PSC for approval of its proposed depreciation rates. If approved, new rates would become effective retroactively as of January 1, 2023.

Eastern Shore

Southern Expansion Project: In January 2022, Eastern Shore submitted a prior notice filing with the FERC pursuant to blanket certificate procedures, regarding its proposal to install an additional compressor unit and related facilities at Eastern Shore's compressor station in Bridgeville, Sussex County, Delaware. The project enables Eastern Shore to provide additional firm natural gas transportation service to an existing shipper on its pipeline system. The project obtained FERC approval in December 2022 and went into service in October 2023.

Capital Cost Surcharge: In December 2022, Eastern Shore submitted a filing with the FERC regarding a capital cost surcharge to recover capital costs associated with the replacement of existing Eastern Shore facilities as a result of mandated highway relocation projects as well as compliance with a Pipeline and Hazardous Materials Safety

Administration ("PHMSA") regulation. The capital cost surcharge mechanism was approved in Eastern Shore's last rate case. In conjunction with the filing of this surcharge, a cumulative adjustment to the existing surcharge to reflect additional depreciation was included. The FERC issued an order approving the surcharge as filed on December 19, 2022. The combined revised surcharge became effective January 1, 2023.

Worcester Resiliency Upgrade: In August 2023, Eastern Shore filed an application with the FERC requesting authorization to construct the Worcester Resiliency Upgrade, which consists of a mixture of storage and transmission facilities in Sussex County, DE and Wicomico, Worcester, and Somerset Counties in Maryland. The project will provide long-term incremental supply necessary to support the growing demand of the participating shippers. Eastern Shore has requested certificate authorization by December 2024, with a target in-service date by the third quarter of 2025.

Various Jurisdictional Activity Related to the Joint Customer Information System Project

In July 2022, we filed a joint petition for our natural gas divisions in Maryland (Maryland Division, Sandpiper, and Elkton Gas) for the approval to establish a regulatory asset for non-capitalizable expenses related to the initial development and implementation of our new Customer Information System ("CIS") system. The petition was approved by the Maryland PSC in August 2022. A similar petition for our Florida Regulated Energy businesses was filed during the same time frame, however, the Florida PSC approved capitalization of these expenses in lieu of establishment of regulatory assets. Additionally, our Delaware Division has the ability to defer these costs as a regulatory asset. We have completed the system selection process and the CIS implementation began during the first quarter of 2023.

COVID-19 Impact

In March 2020, the CDC declared a national emergency due to the rapidly growing outbreak of COVID-19. In response to this declaration and the rapid spread of COVID-19 within the United States, federal, state and local governments throughout the country imposed varying degrees of restrictions on social and commercial activity to promote social distancing in an effort to slow the spread of the illness. These restrictions significantly impacted economic conditions in the United States in 2020 and continued to impact economic conditions, to a lesser extent, through 2021 and 2022. Chesapeake Utilities is considered an "essential business," which allowed us to continue operational activities and construction projects with appropriate safety precautions and personal protective equipment, while being mindful of the social distancing restrictions that were in place.

In response to the COVID-19 pandemic and related restrictions, we experienced reduced consumption of energy largely in the commercial and industrial sectors, higher bad debt expenses and incremental expenses associated with COVID-19, including expenditures associated with personal protective equipment and premium pay for field personnel. The additional operating expenses we incurred supported the ongoing delivery of our essential services during the height of the pandemic. In April and May 2020, we were authorized by the Maryland and Delaware PSCs, respectively, to record regulatory assets for COVID-19 related costs which offered us the ability to seek recovery of those costs. In July 2021, the Florida PSC issued an order that approved incremental expenses we incurred due to COVID-19. The order allowed us to establish a regulatory asset in a total amount of \$2.1 million as of June 30, 2021 for natural gas and electric distribution operations. The regulatory asset is being amortized over two years and is recovered through the Purchased Gas Adjustment and Swing Service mechanisms for our natural gas distribution businesses and through the Fuel Purchased Power Cost Recovery clause for our electric division. As of September 30, 2023 and December 31, 2022, our total COVID-19 regulatory asset balance was \$0.5 million and \$1.2 million, respectively.

Summary TCJA Table

Customer rates for our regulated businesses were adjusted, as approved by the regulators, prior to 2020 with the exception of Elkton Gas, which implemented a one-time bill credit in May 2020. The following table summarizes the regulatory liabilities related to accumulated deferred taxes ("ADIT") associated with TCJA for our regulated businesses as of September 30, 2023 and December 31, 2022:

Operation and Regulatory Jurisdiction	Amount (in thousands)		Status
	September 30, 2023	December 31, 2022	
Eastern Shore (FERC)	\$34,190	\$34,190	Will be addressed in Eastern Shore's next rate case filing.
Chesapeake Delaware natural gas division (Delaware PSC)	\$12,086	\$12,230	PSC approved amortization of ADIT in January 2019.
Chesapeake Maryland natural gas division (Maryland PSC)	\$3,614	\$3,703	PSC approved amortization of ADIT in May 2018.
Sandpiper Energy (Maryland PSC)	\$3,515	\$3,597	PSC approved amortization of ADIT in May 2018.
Florida natural gas distribution (Florida PSC)	\$26,788	\$27,179	PSC issued order authorizing amortization and retention of net ADIT liability by the Company in February 2019.
FPU electric division (Florida PSC)	\$4,818	\$4,993	In January 2019, PSC issued order approving amortization of ADIT through purchased power cost recovery, storm reserve and rates.
Elkton Gas (Maryland PSC)	\$1,035	\$1,059	PSC approved amortization of ADIT in March 2018.

⁽¹⁾ In accordance with the Florida PSC approval of our natural gas base rate proceeding, effective March 1, 2023, our natural gas distribution businesses in Florida have been consolidated for rate-making purposes and amounts above are now being presented on a consolidated basis consistent with the final rate order.

6. Environmental Commitments and Contingencies

We are subject to federal, state and local laws and regulations governing environmental quality and pollution control. These laws and regulations require us to remove or remediate, at current and former operating sites, the effect on the environment of the disposal or release of specified substances.

MGP Sites

We have participated in the investigation, assessment or remediation of, and have exposures at, seven former MGP sites. We have received approval for recovery of clean-up costs in rates for sites located in Salisbury, Maryland; Seaford, Delaware; and Winter Haven, Key West, Pensacola, Sanford and West Palm Beach, Florida.

As of September 30, 2023 and December 31, 2022, we had approximately \$3.5 million and \$4.3 million, respectively, in environmental liabilities related to the former MGP sites. As of September 30, 2023 and December 31, 2022, we have cumulative regulatory assets of \$0.5 million and \$0.8 million, respectively, for future recovery of environmental costs from customers. Specific to FPU's four MGP sites in Key West, Pensacola, Sanford and West Palm Beach, FPU has approval for and has recovered, through a combination of insurance and customer rates, \$14.0 million of its environmental costs related to its MGP sites as of September 30, 2023.

Environmental liabilities for our MGP sites are recorded on an undiscounted basis based on the estimate of future costs provided by independent consultants. We continue to expect that all costs related to environmental remediation and related activities, including any potential future remediation costs for which we do not currently have approval for regulatory recovery, will be recoverable from customers through rates.

Remediation is ongoing for the MGPs in Winter Haven and Key West in Florida and in Seaford, Delaware and the remaining clean-up costs are estimated to be between \$0.3 million to \$0.9 million for these three sites. The Environmental Protection Agency has approved a "site-wide ready for anticipated use" status for the Sanford, Florida MGP site, which is the final step before delisting a site. The remaining remediation expenses for the Sanford MGP site are immaterial.

The remedial actions approved by the Florida Department of Environmental Protection have been implemented on the east parcel of our West Palm Beach Florida site. Similar remedial actions have been initiated on the site's west parcel, and construction of active remedial systems are expected to be completed in 2024.

7. Other Commitments and Contingencies

Natural Gas, Electric and Propane Supply

In March 2023, our Delmarva Peninsula natural gas distribution operations entered into asset management agreements with a third party to manage their natural gas transportation and storage capacity. The agreements were effective as of April 1, 2023 and expire in March 2026.

Our Florida natural gas distribution operations and Eight Flags generation facility have separate asset management agreements with Emera Energy Services, Inc. to manage their natural gas transportation capacity. These agreements are for a 10-year term that commenced in November 2020 and expire in October 2030.

Additionally, our Florida natural gas distribution operations have firm transportation service contracts with FGT and Gulfstream. Pursuant to a capacity release program approved by the Florida PSC, all of the capacity under these agreements has been released to various third parties. Under the terms of these capacity release agreements, Chesapeake Utilities is contingently liable to FGT and Gulfstream should any party, that acquired the capacity through release, fail to pay the capacity charge. To date, Chesapeake Utilities has not been required to make a payment resulting from this contingency.

FPU's electric supply contracts require FPU to maintain an acceptable standard of creditworthiness based on specific financial ratios. FPU's agreement with Florida Power & Light Company requires FPU to meet or exceed a debt service coverage ratio of 1.25 times based on the results of the prior 12 months. If FPU fails to meet this ratio, it must provide an irrevocable letter of credit or pay all amounts outstanding under the agreement within five business days. FPU's electric supply agreement with Gulf Power requires FPU to meet the following ratios based on the average of the prior six quarters: (a) funds from operations interest coverage ratio (minimum of two times), and (b) total debt to total capital (maximum of 65 percent). If FPU fails to meet the requirements, it has to provide the supplier a written explanation of actions taken, or proposed to be taken, to become compliant. Failure to comply with the ratios specified in the Gulf Power agreement could also result in FPU having to provide an irrevocable letter of credit. As of September 30, 2023, FPU was in compliance with all of the requirements of its fuel supply contracts.

Eight Flags provides electricity and steam generation services through its CHP plant located on Amelia Island, Florida. In June 2016, Eight Flags began selling power generated from the CHP plant to FPU pursuant to a 20-year power purchase agreement for distribution to our electric customers. In July 2016, Eight Flags also started selling steam, pursuant to a separate 20-year contract, to the landowner on which the CHP plant is located. The CHP plant is powered by natural gas transported by FPU through its distribution system and Peninsula Pipeline through its intrastate pipeline.

Corporate Guarantees

The Board of Directors has authorized us to issue corporate guarantees securing obligations of our subsidiaries and to obtain letters of credit securing our subsidiaries' obligations. The maximum authorized liability under such guarantees and letters of credit as of September 30, 2023 was \$20.0 million. The aggregate amount guaranteed related to our subsidiaries at September 30, 2023 was approximately \$14.2 million with the guarantees expiring on various dates through August 2024. In addition, the Board has authorized us to issue specific purpose corporate guarantees. The amount of specific purpose guarantees outstanding at September 30, 2023 was \$4.0 million.

As of September 30, 2023, we have issued letters of credit totaling approximately \$5.9 million related to the electric transmission services for FPU's electric division, the firm transportation service agreement between TETLP and our Delaware and Maryland divisions, the capacity agreement between NEXUS and Aspire, and our current and previous primary insurance carriers. These letters of credit have various expiration dates through September 2024 and to date, none have been used. We do not anticipate that the counterparties will draw upon these letters of credit, and we expect that they will be renewed to the extent necessary in the future.

8. Segment Information

We use the management approach to identify operating segments. We organize our business around differences in regulatory environment and the operating results of each segment are regularly reviewed by the chief operating decision maker, our President and Chief Executive Officer, in order to make decisions about resources and to assess performance.

Our operations are entirely domestic and are comprised of two reportable segments:

- *Regulated Energy*. Includes energy distribution and transmission services (natural gas distribution, natural gas transmission and electric distribution operations). All operations in this segment are regulated, as to their rates and services, by the PSC having jurisdiction in each operating territory or by the FERC in the case of Eastern Shore.
- *Unregulated Energy*. Includes energy transmission, energy generation (the operations of our Eight Flags' CHP plant), propane distribution operations, mobile compressed natural gas distribution and pipeline solutions operations, and project development activities related to our sustainable energy initiatives. Also included in this segment are other unregulated energy services, such as energy-related merchandise sales and heating, ventilation and air conditioning, plumbing and electrical services. These operations are unregulated as to their rates and services.

The remainder of our operations are presented as "Other businesses and eliminations," which consists of unregulated subsidiaries that own real estate leased to Chesapeake Utilities, as well as certain corporate costs not allocated to other operations.

The following table presents financial information about our reportable segments:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands)</i>				
Operating Revenues, Unaffiliated Customers				
Regulated Energy	\$ 101,911	\$ 90,270	\$ 344,190	\$ 306,159
Unregulated Energy	29,636	40,783	141,079	187,244
Total operating revenues, unaffiliated customers	<u>\$ 131,547</u>	<u>\$ 131,053</u>	<u>\$ 485,269</u>	<u>\$ 493,403</u>
Intersegment Revenues ⁽¹⁾				
Regulated Energy	\$ 500	\$ 710	\$ 1,632	\$ 4,905
Unregulated Energy	5,333	7,131	17,807	14,950
Other businesses	45	45	136	737
Total intersegment revenues	<u>\$ 5,878</u>	<u>\$ 7,886</u>	<u>\$ 19,575</u>	<u>\$ 20,592</u>
Operating Income (Loss)				
Regulated Energy	\$ 24,912	\$ 23,663	\$ 91,828	\$ 84,202
Unregulated Energy	(4,723)	(5,056)	11,529	15,557
Other businesses and eliminations	39	41	131	222
Operating income	20,228	18,648	103,488	99,981
Other income (expense), net	(72)	957	1,036	4,454
Interest charges	7,076	6,240	21,272	17,404
Income Before Income Taxes	13,080	13,365	83,252	87,031
Income Taxes	3,673	3,703	21,368	23,385
Net Income	\$ 9,407	\$ 9,662	\$ 61,884	\$ 63,646

⁽¹⁾ All significant intersegment revenues are billed at market rates and have been eliminated from consolidated operating revenues.

(in thousands)

	September 30, 2023	December 31, 2022
Identifiable Assets		
Regulated Energy segment	\$ 1,737,163	\$ 1,716,255
Unregulated Energy segment	451,064	463,239
Other businesses and eliminations	52,519	35,543
Total Identifiable Assets	\$ 2,240,746	\$ 2,215,037

9. Stockholders' Equity

Common Stock Issuances

We maintain an effective shelf registration statement with the SEC for the issuance of shares under our DRIP and our previous ATM programs. Depending on our capital needs and subject to market conditions, in addition to other possible debt and equity offerings, we may issue additional shares under the direct stock purchase component of the DRIP. In 2022, we issued less than 0.1 million shares at an average price per share of \$136.26 and received net proceeds of \$4.5 million under the DRIP. In the first nine months of 2023, there were no issuances under the DRIP. Our most recent ATM equity program, which allowed us to issue and sell shares of our common stock up to an aggregate offering price of \$75.0 million, expired in June 2023.

We use the net proceeds from our share issuances, after fees, for general corporate purposes, including, but not limited to, financing of capital expenditures, repayment of short-term debt, financing acquisitions, investing in subsidiaries, and general working capital purposes.

Accumulated Other Comprehensive Income (Loss)

Defined benefit pension and postretirement plan items, unrealized gains (losses) of our propane swap agreements designated as commodity contract cash flow hedges, and the unrealized gains (losses) of our interest rate swap agreements designated as cash flow hedges are the components of our accumulated other comprehensive income (loss). The following tables present the changes in the balances of accumulated other comprehensive income (loss) components as of September 30, 2023 and 2022. All amounts in the following tables are presented net of tax.

	Defined Benefit Pension and Postretirement Plan Items	Commodity Contract Cash Flow Hedges	Interest Rate Swap Cash Flow Hedges	Total
<i>(in thousands)</i>				
As of December 31, 2022	\$ (2,506)	\$ 1,092	\$ 35	\$ (1,379)
Other comprehensive income (loss) before reclassifications	—	(660)	928	268
Amounts reclassified from accumulated other comprehensive income (loss)	32	202	(260)	(26)
Net current-period other comprehensive income (loss)	32	(458)	668	242
As of September 30, 2023	<u>\$ (2,474)</u>	<u>\$ 634</u>	<u>\$ 703</u>	<u>\$ (1,137)</u>
As of December 31, 2021	\$ (3,268)	\$ 4,571	\$ —	\$ 1,303
Other comprehensive income (loss) before reclassifications	—	(613)	153	(460)
Amounts reclassified from accumulated other comprehensive income (loss)	53	(2,294)	—	(2,241)
Net prior-period other comprehensive income (loss)	53	(2,907)	153	(2,701)
As of September 30, 2022	<u>\$ (3,215)</u>	<u>\$ 1,664</u>	<u>\$ 153</u>	<u>\$ (1,398)</u>

Deferred gains or losses for our commodity contract and interest rate swap cash flow hedges are recognized in earnings upon settlement. Amortization of the net loss related to the defined benefit pension plan and postretirement plans is included in the computation of net periodic costs (benefits). See Note 10, *Employee Benefit Plans*, for additional details. Gains on commodity contracts classified as cash flow hedges related to our propane swaps are included in the effects of gains and losses from derivative instruments. See Note 12, *Derivative Instruments*, for additional details.

Amortization of defined benefit pension and postretirement plan items are included in other expense, net, gains and losses on commodity contracts are included in revenue and unregulated propane and natural gas costs, and the realized gain or loss on interest rate swap agreements is recognized as a component of interest charges in the accompanying condensed consolidated statements of income. The income tax effects of these items are included in income tax expense in the accompanying condensed consolidated statements of income.

10. Employee Benefit Plans

Net periodic cost (benefit) for the FPU Pension Plan for the three and nine months ended September 30, 2023 and 2022 is set forth in the following table:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands)</i>				
Interest cost	\$ 633	\$ 449	\$ 1,899	\$ 1,347
Expected return on plan assets	(668)	(857)	(2,004)	(2,571)
Amortization of net loss	110	124	330	372
Total periodic cost (benefit)	\$ 75	\$ (284)	\$ 225	\$ (852)

The following table presents the amounts included in the regulatory asset and accumulated other comprehensive income (loss) that were recognized as components of the FPU Pension Plan's net periodic cost (benefit) during the three and nine months ended September 30, 2023 and 2022:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands)</i>				
Recognized from accumulated other comprehensive (income) loss ⁽¹⁾	\$ 21	\$ 24	\$ 63	\$ 72
Recognized from regulatory asset	89	100	267	300
Total net loss in net periodic cost (benefit)	\$ 110	\$ 124	\$ 330	\$ 372

⁽¹⁾ See Note 9, *Stockholders' Equity*.

Net periodic benefit costs for our other pension and postretirement benefit plans were not material for the three and nine months ended September 30, 2023 and 2022.

The components of our net periodic costs have been recorded or reclassified to other expense, net in the condensed consolidated statements of income. Pursuant to their respective regulatory orders, FPU and Chesapeake Utilities continue to record, as a regulatory asset, a portion of their unrecognized postretirement benefit costs related to their regulated operations. The portion of the unrecognized pension and postretirement benefit costs related to FPU's unregulated operations and Chesapeake Utilities' operations is recorded to accumulated other comprehensive income (loss).

During the three and nine months ended September 30, 2023, there were no contributions to the FPU Pension Plan and we do not expect to contribute to the FPU Pension Plan during 2023. The Chesapeake SERP, the Chesapeake Postretirement Plan and the FPU Medical Plan are unfunded and are expected to be paid out of our general funds. Cash benefits paid under these other postretirement benefit plans for the three and nine months ended September 30, 2023 were approximately \$0.2 million and \$0.5 million, respectively. We expect to pay total cash benefits of less than \$1.0 million for these other postretirement benefit plans in 2023.

Non-Qualified Deferred Compensation Plan

Members of our Board of Directors and officers of the Company are eligible to participate in the Non-Qualified Deferred Compensation Plan. Directors can elect to defer any portion of their cash or stock compensation and officers can defer up to 80 percent of their base compensation, cash bonuses or any amount of their stock bonuses (net of required withholdings). Officers may receive a matching contribution on their cash compensation deferrals up to 6 percent of their compensation, provided it does not duplicate a match they receive in the Retirement Savings Plan.

All obligations arising under the Non-Qualified Deferred Compensation Plan are payable from our general assets, although we have established a Rabbi Trust to informally fund the plan. Deferrals of cash compensation may be

invested by the participants in various mutual funds (the same options that are available in the Retirement Savings Plan). The participants are credited with gains or losses on those investments. Assets held in the Rabbi Trust, recorded as Investments on the condensed consolidated balance sheet, had a fair value of \$11.1 million at September 30, 2023 and \$10.6 million at December 31, 2022. The assets of the Rabbi Trust are at all times subject to the claims of our general creditors.

11. Share-Based Compensation

Our key employees and non-employee directors have been granted share-based awards through our SICP. We record these share-based awards as compensation costs over the respective service period for which services are received in exchange for an award of equity or equity-based compensation. The compensation cost is based primarily on the fair value of the shares awarded, using the estimated fair value of each share on the date it was granted, and the number of shares to be issued at the end of the service period.

The table below presents the amounts included in net income related to share-based compensation expense for the three and nine months ended September 30, 2023 and 2022:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands)</i>				
Awards to key employees	\$ 1,724	\$ 898	\$ 4,164	\$ 3,999
Awards to non-employee directors	214	252	693	706
Total compensation expense	1,938	1,150	4,857	4,705
Less: tax benefit	(501)	(297)	(1,255)	(1,214)
Share-based compensation amounts included in net income	\$ 1,437	\$ 853	\$ 3,602	\$ 3,491

Officers and Key Employees

Our Compensation Committee is authorized to grant our key employees the right to receive awards of shares of our common stock, contingent upon the achievement of established performance goals and subject to SEC transfer restrictions once awarded. Our President and CEO has the right to issue awards of shares of our common stock, to other officers and key employees of the Company, contingent upon various performance goals and subject to SEC transfer restrictions.

We currently have several outstanding multi-year performance plans, which are based upon the successful achievement of long-term goals, growth and financial results and comprise both market-based and performance-based conditions and targets. The fair value per share, tied to a performance-based condition or target, is equal to the market price per share on the grant date. For the market-based conditions, we used the Monte Carlo valuation to estimate the fair value of each share granted.

The table below presents the summary of the stock activity for awards to key employees for the nine months ended September 30, 2023:

	Number of Shares	Weighted Average Fair Value
Outstanding—December 31, 2022	204,149	\$ 103.17
Granted	80,752	\$ 127.05
Vested	(68,302)	\$ 91.59
Expired	(2,053)	\$ 94.64
Forfeited	(1,364)	\$ 114.90
Outstanding—September 30, 2023	213,182	\$ 116.56

During the nine months ended September 30, 2023, we granted awards of 80,752 shares of common stock to officers and key employees under the SICP, including awards granted in February 2023 to key employees appointed to officer positions. The shares granted are multi-year awards that will vest no later than the three-year service period ending December 31, 2025. All of these stock awards are earned based upon the successful achievement of long-term financial results, which are comprised of market-based and performance-based conditions or targets. The fair value of

each performance-based condition or target is equal to the market price of our common stock on the grant date of each award. For the market-based conditions, we used the Monte Carlo valuation to estimate the fair value of each market-based award granted.

In March 2023, upon the election by certain of our executive officers, we withheld shares with a value at least equivalent to each such executive officer's minimum statutory obligation for applicable income and other employment taxes related to shares that vested and were paid in March 2023 for the performance period ended December 31, 2022. We paid the balance of such awarded shares to each such executive officer and remitted cash equivalent to the withheld shares to the appropriate taxing authorities. We withheld 19,859 shares, based on the value of the shares on their award date. Total combined payments for the employees' tax obligations to the taxing authorities were approximately \$2.5 million.

At September 30, 2023, the aggregate intrinsic value of the SICP awards granted to key employees was approximately \$20.8 million. At September 30, 2023, there was approximately \$8.6 million of unrecognized compensation cost related to these awards, which will be recognized through 2025.

Non-employee Directors

Shares granted to non-employee directors are issued in advance of the directors' service periods and are fully vested as of the grant date. We record a deferred expense equal to the fair value of the shares issued and amortize the expense equally over a service period of one year or less.

Our directors receive an annual retainer of shares of common stock under the SICP for services rendered through the subsequent Annual Meeting of Shareholders. Accordingly, our directors that served on the Board as of May 2023 each received 765 shares of common stock, respectively, with a weighted average fair value of \$124.12 per share.

At September 30, 2023, there was approximately \$0.6 million of unrecognized compensation expense related to shares granted to non-employee directors. This expense will be recognized over the remaining service period ending in May 2024.

12. Derivative Instruments

We use derivative and non-derivative contracts to manage risks related to obtaining adequate supplies and the price fluctuations of natural gas, electricity and propane and to mitigate interest rate risk. Our natural gas, electric and propane distribution operations have entered into agreements with suppliers to purchase natural gas, electricity and propane for resale to our customers. Our natural gas gathering and transmission company has entered into contracts with producers to secure natural gas to meet its obligations. Purchases under these contracts typically either do not meet the definition of derivatives or are considered "normal purchases and normal sales" and are accounted for on an accrual basis. Our propane distribution operations may also enter into fair value hedges of their inventory or cash flow hedges of their future purchase commitments in order to mitigate the impact of wholesale price fluctuations. Occasionally, we may enter into interest rate swap agreements to mitigate risk associated with changes in short-term borrowing rates. As of September 30, 2023, our natural gas and electric distribution operations did not have any outstanding derivative contracts.

Volume of Derivative Activity

As of September 30, 2023, the volume of our commodity derivative contracts were as follows:

Business unit	Commodity	Contract Type	Quantity hedged (in millions)	Designation	Longest Expiration date of hedge
Sharp	Propane (gallons)	Purchases	22.1	Cash flow hedges	June 2026
Sharp	Propane (gallons)	Sales	6.3	Cash flow hedges	March 2024

Sharp entered into futures and swap agreements to mitigate the risk of fluctuations in wholesale propane index prices associated with the propane volumes that are expected to be purchased and/or sold during the heating season. Under the futures and swap agreements, Sharp will receive the difference between (i) the index prices (Mont Belvieu prices in September 2023 through June 2026) and (ii) the per gallon propane swap prices, to the extent the index prices exceed the contracted prices. If the index prices are lower than the contract prices, Sharp will pay the difference. We

designated and accounted for the propane swaps as cash flow hedges. The change in the fair value of the swap agreements is recorded as unrealized gain (loss) in other comprehensive income (loss) and later recognized in the statement of income in the same period and in the same line item as the hedged transaction. We expect to reclassify unrealized losses of approximately \$0.8 million from accumulated other comprehensive income (loss) related to our commodity cash flow hedges to earnings during the 12-month period ended September 30, 2024.

Interest Rate Swap Activities

We manage interest rate risk by entering into derivative contracts to hedge the variability in cash flows attributable to changes in the short-term borrowing rates. In September 2022, we entered into an interest rate swap with a notional amount of \$50.0 million through September 2025, with pricing of 3.98 percent.

Prior to August 2022, our short-term borrowing was based on the 30-day LIBOR rate. In August 2022, we amended and restated our revolver and transitioned the benchmark interest rate to the 30-day SOFR as a result of the expiration of LIBOR. Our prior interest rate swaps were cash settled monthly as the counter-party paid us the 30-day LIBOR rate less the fixed rate. Our interest rate swap is cash settled monthly as the counter-party pays us the 30-day SOFR rate less the fixed rate.

We designate and account for interest rate swaps as cash flow hedges. Accordingly, unrealized gains and losses associated with the interest rate swap are recorded as a component of accumulated other comprehensive income (loss). When the interest rate swap settles, the realized gain or loss is recorded in the income statement and is recognized as a component of interest charges.

Broker Margin

Futures exchanges have contract specific margin requirements that require the posting of cash or cash equivalents relating to traded contracts. Margin requirements consist of initial margin that is posted upon the initiation of a position, maintenance margin that is usually expressed as a percent of initial margin, and variation margin that fluctuates based on the daily mark-to-market relative to maintenance margin requirements. We currently maintain a broker margin account for Sharp which was classified within our Other Current Assets on the condensed consolidated balance sheet with a balance of \$1.4 million as of September 30, 2023. At December 31, 2022, \$0.1 million was classified in Other Current Liabilities on the consolidated balance sheet.

Financial Statements Presentation

The following tables present information about the fair value and related gains and losses of our derivative contracts. We did not have any derivative contracts with a credit-risk related contingency. Fair values of the derivative contracts recorded in the condensed consolidated balance sheets as of September 30, 2023 and December 31, 2022, are as follows:

<i>(in thousands)</i>	Balance Sheet Location	Derivative Assets	
		Fair Value As Of	
		September 30, 2023	December 31, 2022
Derivatives designated as cash flow hedges			
Propane swap agreements	Derivative assets, at fair value	\$ 1,804	\$ 3,317
Interest rate swap agreements	Derivative assets, at fair value	949	452
Total Derivative Assets ⁽¹⁾		<u>\$ 2,753</u>	<u>\$ 3,769</u>

⁽¹⁾ Derivative assets, at fair value include \$2.3 million and \$2.8 million in current assets in the condensed consolidated balance sheet at September 30, 2023 and December 31, 2022, respectively, with the remainder of the balance classified as long-term.

<i>(in thousands)</i>	Derivative Liabilities		
	Balance Sheet Location	Fair Value As Of	
		September 30, 2023	December 31, 2022
Derivatives designated as cash flow hedges			
Propane swap agreements	Derivative liabilities, at fair value	\$ 929	\$ 1,810
Interest rate swap agreements	Derivative liabilities, at fair value	—	405
Total Derivative Liabilities ⁽¹⁾		\$ 929	\$ 2,215

⁽¹⁾ Derivative liabilities, at fair value include \$0.8 million and \$0.6 million in current liabilities in the condensed consolidated balance sheet at September 30, 2023 and December 31, 2022, respectively, with the remainder of the balance classified as long-term.

The effects of gains and losses from derivative instruments on the condensed consolidated financial statements are as follows:

<i>(in thousands)</i>	Location of Gain (Loss) on Derivatives	Amount of Gain (Loss) on Derivatives			
		For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
		2023	2022	2023	2022
Derivatives not designated as hedging instruments					
Propane swap agreements	Unregulated propane and natural gas costs	\$ —	\$ —	\$ —	\$ 56
Derivatives designated as cash flow hedges					
Propane swap agreements	Revenues	—	—	733	(826)
Propane swap agreements	Unregulated propane and natural gas costs	(452)	102	(1,011)	3,932
Propane swap agreements	Other comprehensive income (loss)	2,362	(4,050)	(632)	(4,022)
Interest rate swap agreements	Interest expense	160	—	352	—
Interest rate swap agreements	Other comprehensive income (loss)	268	207	901	207
Total		\$ 2,338	\$ (3,741)	\$ 343	\$ (653)

13. Fair Value of Financial Instruments

GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation methods used to measure fair value. The three levels of the fair value hierarchy are the following:

<u>Fair Value Hierarchy</u>	<u>Description of Fair Value Level</u>	<u>Fair Value Technique Utilized</u>
Level 1	Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.	<p><i>Investments - equity securities</i> - The fair values of these trading securities are recorded at fair value based on unadjusted quoted prices in active markets for identical securities.</p> <p><i>Investments - mutual funds and other</i> - The fair values of these investments, comprised of money market and mutual funds, are recorded at fair value based on quoted net asset values of the shares.</p>
Level 2	Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability.	<i>Derivative assets and liabilities</i> - The fair value of the propane put/call options, propane and interest rate swap agreements are measured using market transactions for similar assets and liabilities in either the listed or over-the-counter markets.
Level 3	Prices or valuation techniques requiring inputs that are unobservable (i.e. supported by little or no market activity).	<i>Investments - guaranteed income fund</i> - The fair values of both significant to the fair value measurement and these investments are recorded at the contract value, which unobservable (i.e. supported by little or no market activity).

Financial Assets and Liabilities Measured at Fair Value

The following tables summarize our financial assets and liabilities that are measured at fair value on a recurring basis and the fair value measurements, by level, within the fair value hierarchy as of September 30, 2023 and December 31, 2022:

As of September 30, 2023 (in thousands)	Fair Value	Fair Value Measurements Using:		
		Quoted Prices in Active Markets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Investments—equity securities	\$ 20	\$ 20	\$ —	\$ —
Investments—guaranteed income fund	1,481	—	—	1,481
Investments—mutual funds and other	9,583	9,583	—	—
Total investments	11,084	9,603	—	1,481
Derivative assets	2,753	—	2,753	—
Total assets	\$ 13,837	\$ 9,603	\$ 2,753	\$ 1,481
Liabilities:				
Derivative liabilities	\$ 929	—	\$ 929	\$ —

As of December 31, 2022 (in thousands)	Fair Value Measurements Using:			
	Fair Value	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Investments—equity securities	\$ 24	\$ 24	\$ —	\$ —
Investments—guaranteed income fund	1,853	—	—	1,853
Investments—mutual funds and other	8,699	8,699	—	—
Total investments	10,576	8,723	—	1,853
Derivative assets	3,769	—	3,769	—
Total assets	\$ 14,345	\$ 8,723	\$ 3,769	\$ 1,853
Liabilities:				
Derivative liabilities	\$ 2,215	\$ —	\$ 2,215	\$ —

The following table sets forth the summary of the changes in the fair value of Level 3 investments for the nine months ended September 30, 2023 and 2022:

(in thousands)	Nine months ended September 30,	
	2023	2022
Beginning Balance	\$ 1,853	\$ 2,036
Purchases and adjustments	—	133
Transfers	—	—
Distribution	(397)	(347)
Investment income	25	24
Ending Balance	\$ 1,481	\$ 1,846

Investment income from the Level 3 investments is reflected in other income, net in the condensed consolidated statements of income.

At September 30, 2023, there were no non-financial assets or liabilities required to be reported at fair value. We review our non-financial assets for impairment at least on an annual basis, as required.

Other Financial Assets and Liabilities

Financial assets with carrying values approximating fair value include cash and cash equivalents and accounts receivable. Financial liabilities with carrying values approximating fair value include accounts payable and other accrued liabilities and short-term debt. The fair value of cash and cash equivalents is measured using the comparable value in the active market and approximates its carrying value (Level 1 measurement). The fair value of short-term debt approximates the carrying value due to its near-term maturities and because interest rates approximate current market rates (Level 2 measurement).

At September 30, 2023, long-term debt, which includes current maturities but excludes debt issuance costs, had a carrying value of approximately \$664.8 million, compared to the estimated fair value of \$548.6 million. At December 31, 2022, long-term debt, which includes the current maturities but excludes debt issuance costs, had a carrying value of approximately \$600.8 million, compared to a fair value of approximately \$505.0 million. The fair value was calculated using a discounted cash flow methodology that incorporates a market interest rate based on published corporate borrowing rates for debt instruments with similar terms and average maturities, and with adjustments for duration, optionality, and risk profile. The valuation technique used to estimate the fair value of long-term debt would be considered a Level 2 measurement.

14. Long-Term Debt

Our outstanding long-term debt is shown below:

<i>(in thousands)</i>	September 30, 2023	December 31, 2022
Uncollateralized senior notes:		
5.93% note, due October 31, 2023	\$ 1,500	\$ 3,000
5.68% note, due June 30, 2026	8,700	11,600
6.43% note, due May 2, 2028	3,500	4,200
3.73% note, due December 16, 2028	12,000	12,000
3.88% note, due May 15, 2029	30,000	35,000
3.25% note, due April 30, 2032	61,250	66,500
3.48% note, due May 31, 2038	50,000	50,000
3.58% note, due November 30, 2038	50,000	50,000
3.98% note, due August 20, 2039	100,000	100,000
2.98% note, due December 20, 2034	70,000	70,000
3.00% note, due July 15, 2035	50,000	50,000
2.96% note, due August 15, 2035	40,000	40,000
2.49% notes Due January 25, 2037	50,000	50,000
2.95% notes Due March 15, 2042	50,000	50,000
5.43% notes Due March 14, 2038	80,000	—
Equipment security note		
2.46% note, due September 24, 2031	7,856	8,517
Less: debt issuance costs	(1,005)	(946)
Total long-term debt	663,801	599,871
Less: current maturities	(20,000)	(21,483)
Total long-term debt, net of current maturities	\$ 643,801	\$ 578,388

Note Purchase Agreements

On March 14, 2023 we issued 5.43 percent Senior Notes due March 14, 2038 in the aggregate principal amount of \$80.0 million and used the proceeds received from the issuances of the Senior Notes to reduce short-term borrowings under our Revolver credit facility and to fund capital expenditures. These Senior Notes have similar covenants and default provisions as our other Senior Notes, and have an annual principal payment beginning in the sixth year after the issuance.

Shelf Agreements

We have entered into Shelf Agreements with Prudential and MetLife, whom are under no obligation to purchase any unsecured debt. In February 2023, we amended our Shelf Agreements with Prudential and MetLife. The amended agreements expand the total borrowing capacity and extend the term of the agreements for an additional three years from the effective dates. The following table summarizes the current available capacity under our Shelf Agreements at September 30, 2023:

<i>(in thousands)</i>	Total Borrowing Capacity	Less: Amount of Debt Issued	Less: Unfunded Commitments	Remaining Borrowing Capacity
Shelf Agreements ⁽¹⁾				
Prudential Shelf Agreement	\$ 405,000	\$ (300,000)	\$ —	\$ 105,000
MetLife Shelf Agreement	200,000	(50,000)	—	150,000
Total Shelf Agreements as of September 30, 2023	\$ 605,000	\$ (350,000)	\$ —	\$ 255,000

Prudential and MetLife Shelf Agreements both expire in February 2026.

⁽¹⁾ The

The Uncollateralized Senior Notes set forth certain business covenants to which we are subject when any note is outstanding, including covenants that limit or restrict our ability, and the ability of our subsidiaries, to incur indebtedness, or place or permit liens and encumbrances on any of our property or the property of our subsidiaries.

15. Short-Term Borrowings

We are authorized by our Board of Directors to borrow up to \$375.0 million of short-term debt, as required. At September 30, 2023 and December 31, 2022, we had \$118.6 million and \$202.2 million, respectively, of short-term borrowings outstanding at a weighted average interest rate of 5.61 percent and 5.04 percent, respectively. Borrowings outstanding under the sustainable investment sublimit of the 364-day tranche amounted to \$9.4 million at September 30, 2023.

In October 2023, August 2023 and August 2022, we entered into amendments to our Revolver which resulted in modifications to both tranches of the facility. The amendment in October 2023, allowed for a change in our funded indebtedness ratio from 65 percent to 70 percent during the quarter in which the acquisition of FCG is consummated and the quarter subsequent to the closing of the acquisition. The amendment in August 2023 served to renew the 364-day tranche of the Revolver, providing for \$175.0 million of short-term debt capacity. Additionally, the amendment provided for the following: borrowings under the 364 days facility shall now bear interest (i) based upon the SOFR, plus a 10-basis point credit spread adjustment, and an applicable margin of 1.05 percent or less, with such margin based on total indebtedness as a percentage of total capitalization or (ii) the base rate, as selected by our discretion. Further, the amendment provided that borrowings under the 364 days green loan shall now bear interest at (i) the SOFR rate plus a 10-basis point credit spread adjustment and an applicable margin of 1.00 percent or less, with such margin based on total indebtedness as a percentage of total capitalization or (ii) the base rate plus 0.05 percent or less, as selected by our discretion. The amendment entered into in 2022 served to reset the benchmark interest rate to SOFR and to eliminate a previous covenant which capped our investment limit to \$150.0 million for investments where we maintain less than 50 percent ownership.

The 364-day tranche of the Revolver expires in August 2024 and the five-year tranche expires in August 2026, both of which are available to fund our short-term cash needs to meet seasonal working capital requirements and to temporarily fund portions of our capital expenditures. Borrowings under both tranches of the Revolver are subject to a pricing grid, including the commitment fee and the interest rate charged based upon our total indebtedness to total capitalization ratio for the prior quarter. As of September 30, 2023, the pricing under the 364-day tranche of the Revolver included an unused commitment fee of 9 basis points and maintains an interest rate of 75 basis points over SOFR plus a 10 basis point SOFR adjustment. As of September 30, 2023, the pricing under the five-year tranche of the Revolver included an unused commitment fee of 9 basis points and an interest rate of 95 basis points over SOFR plus a 10 basis point SOFR adjustment.

The availability of funds under the Revolver is subject to conditions specified in the credit agreement, all of which we currently satisfy. These conditions include our compliance with financial covenants and the continued accuracy of representations and warranties contained in the Revolver's loan documents. We are required by the financial covenants in the Revolver to maintain, at the end of each fiscal year, a funded indebtedness ratio of no greater than 65 percent. As of September 30, 2023, we were in compliance with this covenant.

Our total available credit under the Revolver at September 30, 2023 was \$250.5 million. As of September 30, 2023, we had issued \$5.9 million in letters of credit to various counterparties under the Revolver. These letters of credit are not included in the outstanding short-term borrowings and we do not anticipate that they will be drawn upon by the counterparties. The letters of credit reduce the available borrowings under the Revolver.

In connection with our acquisition of FCG, we entered into a 364-day Bridge Facility commitment with Barclays Bank PLC for up to \$965.0 million. In October 2023, the Bridge Facility commitment was extended to include additional lending parties.

For additional information on interest rate swaps related to our short-term borrowings, see Note 12, *Derivative Instruments*.

16. Leases

We have entered into lease arrangements for office space, land, equipment, pipeline facilities and warehouses. These lease arrangements enable us to better conduct business operations in the regions in which we operate. Office space is leased to provide adequate workspace for our employees in several locations throughout our service territories. We lease land at various locations throughout our service territories to enable us to inject natural gas into underground storage and distribution systems, for bulk storage capacity, for our propane operations and for storage of equipment used in repairs and maintenance of our infrastructure. We lease natural gas compressors to ensure timely and reliable transportation of natural gas to our customers. We also lease warehouses to store equipment and materials used in repairs and maintenance for our businesses.

Some of our leases are subject to annual changes in the Consumer Price Index (“CPI”). While lease liabilities are not re-measured as a result of changes to the CPI, changes to the CPI are treated as variable lease payments and recognized in the period in which the obligation for those payments was incurred. A 100-basis-point increase in CPI would not have resulted in material additional annual lease costs. Most of our leases include options to renew, with renewal terms that can extend the lease term from one to 25 years or more. The exercise of lease renewal options is at our sole discretion. The amounts disclosed in our consolidated balance sheet at September 30, 2023, pertaining to the right-of-use assets and lease liabilities, are measured based on our current expectations of exercising our available renewal options. Our existing leases are not subject to any restrictions or covenants that would preclude our ability to pay dividends, obtain financing or enter into additional leases. As of September 30, 2023, we have not entered into any leases, which have not yet commenced, that would entitle us to significant rights or create additional obligations. The following table presents information related to our total lease cost included in our condensed consolidated statements of income:

(in thousands)	Classification	Three Months Ended September 30,		Nine Months Ended September 30,	
		2023	2022	2023	2022
Operating lease cost ⁽¹⁾	Operations expense	\$750	\$743	\$2,318	\$2,121

⁽¹⁾ Includes short-term leases and variable lease costs, which are immaterial.

The following table presents the balance and classifications of our right of use assets and lease liabilities included in our condensed consolidated balance sheet at September 30, 2023 and December 31, 2022:

(in thousands)	Balance sheet classification	September 30, 2023	December 31, 2022
Assets			
Operating lease assets	Operating lease right-of-use assets	\$ 12,842	\$ 14,421
Liabilities			
Current			
Operating lease liabilities	Other accrued liabilities	\$ 2,359	\$ 2,552
Noncurrent			
Operating lease liabilities	Operating lease - liabilities	11,040	12,392
Total lease liabilities		<u>\$ 13,399</u>	<u>\$ 14,944</u>

The following table presents our weighted-average remaining lease terms and weighted-average discount rates for our operating leases at September 30, 2023 and December 31, 2022:

	September 30, 2023	December 31, 2022
Weighted-average remaining lease term (in years)		
Operating leases	8.29	8.54
Weighted-average discount rate		
Operating leases	3.5 %	3.4 %

The following table presents additional information related to cash paid for amounts included in the measurement of lease liabilities included in our condensed consolidated statements of cash flows as of September 30, 2023 and 2022:

	Nine Months Ended	
	September 30,	
<i>(in thousands)</i>	2023	2022
Operating cash flows from operating leases	\$ 2,196	\$ 2,124

The following table presents the future undiscounted maturities of our operating and financing leases at September 30, 2023 and for each of the next five years and thereafter:

<i>(in thousands)</i>	Operating Leases ⁽¹⁾
Remainder of 2023	\$ 699
2024	2,647
2025	2,265
2026	1,753
2027	1,571
2028	1,192
Thereafter	5,243
Total lease payments	15,370
Less: Interest	(1,971)
Present value of lease liabilities	\$ 13,399

⁽¹⁾ Operating lease payments include \$2.1 million related to options to extend lease terms that are reasonably certain of being exercised.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's Discussion and Analysis of Financial Condition and Results of Operations is designed to provide a reader of the financial statements with a narrative report on our financial condition, results of operations and liquidity. This discussion and analysis should be read in conjunction with the attached unaudited condensed consolidated financial statements and notes thereto and our Annual Report on Form 10-K for the year ended December 31, 2022, including the audited consolidated financial statements and notes thereto.

Safe Harbor for Forward-Looking Statements

We make statements in this Quarterly Report on Form 10-Q (this "Quarterly Report") that do not directly or exclusively relate to historical facts. Such statements are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995. One can typically identify forward-looking statements by the use of forward-looking words, such as "project," "believe," "expect," "anticipate," "intend," "plan," "estimate," "continue," "potential," "forecast" or other similar words, or future or conditional verbs such as "may," "will," "should," "would" or "could." These statements represent our intentions, plans, expectations, assumptions and beliefs about future financial performance, business strategy, projected plans and objectives of the Company. Forward-looking statements speak only as of the date they are made or as of the date indicated and we do not undertake any obligation to update forward-looking statements as a result of new information, future events or otherwise. These statements are subject to many risks and uncertainties. In addition to the risk factors described under Item 1A, Risk Factors in our 2022 Annual Report on Form 10-K, the following important factors, among others, could cause actual future results to differ materially from those expressed in the forward-looking statements:

- state and federal legislative and regulatory initiatives that affect cost and investment recovery, have an impact on rate structures, and affect the speed and the degree to which competition enters the electric and natural gas industries;
- the outcomes of regulatory, environmental and legal matters, including whether pending matters are resolved within current estimates and whether the related costs are adequately covered by insurance or recoverable in rates;
- the impact of climate change, including the impact of greenhouse gas emissions or other legislation or regulations intended to address climate change;
- the impact of significant changes to current tax regulations and rates;
- the timing of certification authorizations associated with new capital projects and the ability to construct facilities at or below estimated costs;
- changes in environmental and other laws and regulations to which we are subject and environmental conditions of property that we now, or may in the future, own or operate;
- possible increased federal, state and local regulation of the safety of our operations;
- the availability and reliability of adequate technology, including our ability to adapt to technological advances, effectively implement new technologies and manage the related costs;
- the inherent hazards and risks involved in transporting and distributing natural gas, electricity and propane;
- the economy in our service territories or markets, the nation, and worldwide, including the impact of economic conditions (which we do not control) on demand for natural gas, electricity, propane or other fuels;
- risks related to cyber-attacks or cyber-terrorism that could disrupt our business operations or result in failure of information technology systems or result in the loss or exposure of confidential or sensitive customer, employee or Company information;
- adverse weather conditions, including the effects of hurricanes, ice storms and other damaging weather events;
- customers' preferred energy sources;
- industrial, commercial and residential growth or contraction in our markets or service territories;
- the effect of competition on our businesses from other energy suppliers and alternative forms of energy;
- the timing and extent of changes in commodity prices and interest rates;
- the effect of spot, forward and future market prices on our various energy businesses;
- the extent of our success in connecting natural gas and electric supplies to our transmission systems, establishing and maintaining key supply sources, and expanding natural gas and electric markets;
- the creditworthiness of counterparties with which we are engaged in transactions;
- the capital-intensive nature of our regulated energy businesses;
- our ability to access the credit and capital markets to execute our business strategy, including our ability to obtain financing on favorable terms, which can be affected by various factors, including credit ratings and general economic conditions;
- the ability to successfully execute, manage and integrate a merger, acquisition or divestiture of assets or businesses and the related regulatory or other conditions associated with the merger, acquisition or divestiture;
- the impact on our costs and funding obligations, under our pension and other postretirement benefit plans, of potential downturns in the financial markets, lower discount rates, and costs associated with health care legislation and regulation;

- the ability to continue to hire, train and retain appropriately qualified personnel;
- the availability of, and competition for, qualified personnel supporting our natural gas, electricity and propane businesses;
- the effect of accounting pronouncements issued periodically by accounting standard-setting bodies; and
- the impacts associated with a pandemic, including the duration and scope of the pandemic the corresponding impact on our supply chains, our personnel, our contract counterparties, general economic conditions and growth, the financial markets and any costs to comply with governmental mandates.

Introduction

We are an energy delivery company engaged in the distribution of natural gas, electricity and propane; the transmission of natural gas; the generation of electricity and steam, and in providing related services to our customers.

Our strategy is focused on growing earnings from a stable regulated energy delivery foundation and investing in related businesses and services that provide opportunities for returns greater than traditional utility returns. We seek to identify and develop opportunities across the energy value chain, with emphasis on midstream and downstream investments that are accretive to earnings per share, consistent with our long-term growth strategy and create opportunities to continue our record of top tier returns on equity relative to our peer group. Our growth strategy includes the continued investment and expansion of our regulated operations that provide a stable base of earnings, as well as investments in other related non-regulated businesses and services including sustainable energy initiatives. By investing in these related business and services, we create opportunities to sustain our track record of higher returns, as compared to a traditional utility.

Currently, our growth strategy is focused on the following platforms, including:

- Optimizing the earnings growth in our existing businesses, which includes organic growth, territory expansions, and new products and services as well as increased opportunities to transform the Company with a focus on people, process, technology and organizational structure.
- Identification and pursuit of additional pipeline expansions, including new interstate and intrastate transmission projects.
- Growth of Marlin Gas Services' CNG transport business and expansion into LNG and RNG transport services as well as methane capture.
- Identifying and undertaking additional strategic propane acquisitions that provide a larger foundation in current markets and expand our brand and presence into new strategic growth markets.
- Pursuit of growth opportunities that enable us to utilize our integrated set of energy delivery businesses to participate in sustainable energy opportunities.

Due to the seasonality of our business, results for interim periods are not necessarily indicative of results for the entire fiscal year. Revenue and earnings are typically greater during the first and fourth quarters, when consumption of energy is normally highest due to colder temperatures.

Acquisition of Florida City Gas

In September 2023, we entered into a definitive stock purchase agreement with NextEra Energy, Inc. to acquire FCG for approximately \$923.0 million in cash, subject to certain working capital adjustments. The transaction is expected to close by the end of the fourth quarter of 2023, subject to customary closing conditions and certain regulatory approvals, at which time FCG will become a wholly-owned subsidiary of the Company. FCG is a regulated utility that is expected to be included within our Regulated Energy segment.

FCG serves approximately 120,000 residential and commercial natural gas customers across eight counties in Florida, including Miami-Dade, Broward, Brevard, Palm Beach, Hendry, Martin, St. Lucie and Indian River. Its natural gas system includes approximately 3,800 miles of distribution main and 80 miles of transmission pipe.

Simultaneous with execution of the definitive purchase agreement, we obtained a commitment for a 364-day bridge loan facility (the "Bridge Facility") for up to \$965.0 million to fund the acquisition. In October 2023, the Bridge Facility commitment was extended to include additional lending parties. The Bridge Facility may be utilized to finance the acquisition in whole or part, largely based upon the proceeds from any related debt and/or equity financings we undertake. See the discussion on the Bridge Facility within *Financial Position, Liquidity and Capital Resources* below for additional details.

Earnings per share information is presented on a diluted basis, unless otherwise noted.

Non-GAAP Financial Measures

This document, including the tables herein, include references to both Generally Accepted Accounting Principles ("GAAP") and non-GAAP financial measures, including Adjusted Gross Margin, Adjusted Net Income and Adjusted EPS. A "non-GAAP financial measure" is generally defined as a numerical measure of a company's historical or future performance that includes or excludes amounts, or that is subject to adjustments, so as to be different from the most directly comparable measure calculated or presented in accordance with GAAP. Our management believes certain non-GAAP financial measures, when considered together with GAAP financial measures, provide information that is useful to investors in understanding period-over-period operating results separate and apart from items that may, or could, have a disproportionately positive or negative impact on results in any particular period.

We calculate Adjusted Gross Margin by deducting the purchased cost of natural gas, propane and electricity and the cost of labor spent on direct revenue-producing activities from operating revenues. The costs included in Adjusted Gross Margin exclude depreciation and amortization and certain costs presented in operations and maintenance expenses in accordance with regulatory requirements. We calculate Adjusted Net Income and Adjusted EPS by deducting non-recurring costs and expenses associated with significant acquisitions that may affect the comparison of period-over-period results. These non-GAAP financial measures are not in accordance with, or an alternative to, GAAP and should be considered in addition to, and not as a substitute for, the comparable GAAP measures. The Company believes that these non-GAAP financial measures are useful and meaningful to investors as a basis for making investment decisions, and provide investors with information that demonstrates the profitability achieved by the Company under allowed rates for regulated energy operations and under the Company's competitive pricing structures for unregulated energy operations. The Company's management uses these non-GAAP financial measures in assessing a business unit and Company performance. Other companies may calculate these non-GAAP financial measures in a different manner.

The following tables reconcile Gross Margin, Net Income, and EPS, all as defined under GAAP, to our non-GAAP financial measures of Adjusted Gross Margin, Adjusted Net Income and Adjusted EPS for the three and nine months ended September 30, 2023 and 2022:

Adjusted Gross Margin

(in thousands)	For the Three Months Ended September 30, 2023			
	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Operating Revenues	\$ 102,411	\$ 34,970	\$ (5,834)	\$ 131,547
Cost of Sales:				
Natural gas, propane and electric costs	(26,518)	(16,381)	5,805	(37,094)
Depreciation & amortization	(13,192)	(4,420)	2	(17,610)
Operations & maintenance expense ⁽¹⁾	(4,819)	(7,532)	(382)	(12,733)
Gross Margin (GAAP)	57,882	6,637	(409)	64,110
Operations & maintenance expense ⁽¹⁾	4,819	7,532	382	12,733
Depreciation & amortization	13,192	4,420	(2)	17,610
Adjusted Gross Margin (Non-GAAP)	\$ 75,893	\$ 18,589	\$ (29)	\$ 94,453

	For the Three Months Ended September 30, 2022			
<i>(in thousands)</i>	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Operating Revenues	\$ 90,980	\$ 47,914	\$ (7,841)	\$ 131,053
Cost of Sales:				
Natural gas, propane and electric costs	(21,248)	(30,768)	7,811	(44,205)
Depreciation & amortization	(13,271)	(4,071)	3	(17,339)
Operations & maintenance expense ⁽¹⁾	(9,211)	(7,673)	371	(16,513)
Gross Margin (GAAP)	47,250	5,402	344	52,996
Operations & maintenance expense ⁽¹⁾	9,211	7,673	(371)	16,513
Depreciation & amortization	13,271	4,071	(3)	17,339
Adjusted Gross Margin (Non-GAAP)	\$ 69,732	\$ 17,146	\$ (30)	\$ 86,848

	For the Nine months ended September 30, 2023			
<i>(in thousands)</i>	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Operating Revenues	\$ 345,822	\$ 158,886	\$ (19,439)	\$ 485,269
Cost of Sales:				
Natural gas, propane and electric costs	(105,692)	(75,068)	19,282	(161,478)
Depreciation & amortization	(39,179)	(12,923)	6	(52,096)
Operations & maintenance expense ⁽¹⁾	(23,346)	(23,528)	(377)	(47,251)
Gross Margin (GAAP)	177,605	47,367	(528)	224,444
Operations & maintenance expense ⁽¹⁾	23,346	23,528	377	47,251
Depreciation & amortization	39,179	12,923	(6)	52,096
Adjusted Gross Margin (Non-GAAP)	\$ 240,130	\$ 83,818	\$ (157)	\$ 323,791

	For the Nine months ended September 30, 2022			
<i>(in thousands)</i>	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Operating Revenues	\$ 311,064	\$ 202,669	\$ (20,330)	\$ 493,403
Cost of Sales:				
Natural gas, propane and electric costs	(88,264)	(120,476)	20,238	(188,502)
Depreciation & amortization	(39,496)	(12,025)	(11)	(51,532)
Operations & maintenance expense ⁽¹⁾	(25,694)	(21,428)	(578)	(47,700)
Gross Margin (GAAP)	157,610	48,740	(681)	205,669
Operations & maintenance expense ⁽¹⁾	25,694	21,428	578	47,700
Depreciation & amortization	39,496	12,025	11	51,532
Adjusted Gross Margin (Non-GAAP)	\$ 222,800	\$ 82,193	\$ (92)	\$ 304,901

⁽¹⁾ Operations & maintenance expenses within the Consolidated Statements of Income are presented in accordance with regulatory requirements and to provide comparability within the industry. Operations & maintenance expenses which are deemed to be directly attributable to revenue producing activities have been separately presented above in order to calculate Gross Margin as defined under U.S. GAAP.

2023 to 2022 Gross Margin (GAAP) Variance – Regulated Energy

Gross Margin (GAAP) for the Regulated Energy segment for the quarter ended September 30, 2023 was \$57.9 million, an increase of \$10.6 million, or 22.5 percent, compared to the same period in 2022. Higher gross margin reflects contributions from our Florida natural gas base rate proceeding, continued pipeline expansion projects, organic growth in our natural gas distribution businesses, and incremental contributions associated with regulated infrastructure programs, as well as lower operating expenses. These contributors were partially offset by changes in customer consumption during the quarter.

Gross Margin (GAAP) for the Regulated Energy segment for the nine months ended September 30, 2023 was \$177.6 million, an increase of \$20.0 million, or 12.7 percent, compared to the same period in 2022. The increase in gross margin for the period reflects contributions from our Florida natural gas base rate proceeding, organic growth in our natural gas distribution businesses, continued pipeline expansion projects and incremental contributions associated with regulated infrastructure programs, as well as lower operating expenses. These increases were partially offset by changes in customer consumption, increased employee costs related to growth initiatives, the ongoing competitive labor market and higher benefits costs.

2023 to 2022 Gross Margin (GAAP) Variance – Unregulated Energy

Gross Margin (GAAP) for the Unregulated Energy segment for the quarter ended September 30, 2023 was \$6.6 million, an increase of \$1.2 million, or 22.9 percent, compared to the same period in 2022. Higher gross margin related primarily to contributions from increased propane margins and fees. The increase was partially offset by reduced customer consumption due in part to the conversion of propane customers to our natural gas distribution service and reduced levels of virtual pipeline services. Additionally, we experienced increased operating expenses associated with employee costs driven by the ongoing competitive labor market and higher benefits costs as well as higher depreciation and amortization.

Gross Margin (GAAP) for the Unregulated Energy segment for the nine months ended September 30, 2023 was \$47.4 million, compared to \$48.7 million for the same period in 2022. Gross margin during the period was impacted by changes in customer consumption due to significantly warmer weather in our Mid-Atlantic service territories primarily during the first half of the year and the ongoing conversion of propane customers to our natural gas distribution service. These factors were largely offset by expanded propane margins and fees and increased demand for virtual pipeline services. Additionally, we experienced increased operating expenses associated with employee costs driven by the ongoing competitive labor market and higher benefits costs and increased depreciation and amortization.

Adjusted Net Income and Adjusted EPS

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
<i>(in thousands, except shares and per share data)</i>				
Net Income (GAAP)	\$ 9,407	\$ 9,662	\$ 61,884	\$ 63,646
Transaction-related expenses, net ⁽¹⁾	2,804	—	2,898	—
Adjusted Net Income (Non-GAAP)	\$ 12,211	\$ 9,662	\$ 64,782	\$ 63,646
Weighted average common shares outstanding - diluted	17,857,784	17,819,373	17,847,288	17,797,001
Earnings Per Share - Diluted (GAAP)	\$ 0.53	\$ 0.54	\$ 3.47	\$ 3.58
Transaction-related expenses, net ⁽¹⁾	0.16	—	0.16	—
Adjusted Earnings Per Share - Diluted (Non-GAAP)	\$ 0.69	\$ 0.54	\$ 3.63	\$ 3.58

⁽¹⁾ Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

2023 to 2022 Net Income (GAAP) Variance

Net income (GAAP) for the three months ended September 30, 2023 was \$9.4 million, or \$0.53 per share, compared to \$9.7 million, or \$0.54 per share, for the same quarter of 2022. Transaction-related expenses incurred in connection with the announced FCG acquisition, higher operating expenses, interest charges, and depreciation, amortization and property taxes were largely offset by the previously discussed increase in gross margin. Net income for the third quarter of 2022 also included a non-recurring after-tax gain of \$0.5 million related to interest income from a federal income tax refund.

Net income (GAAP) for the nine months ended September 30, 2023 was \$61.9 million, or \$3.47 per share, compared to \$63.6 million, or \$3.58 per share, for the same period in 2022. Net income for the nine months ended September 30, 2023 included a one-time tax benefit of \$1.3 million associated with a reduction in state tax rate, while net income for the prior-year period included a non-recurring after-tax gain of \$1.4 million related to a building sale and after-tax interest income of \$0.5 million related to a federal income tax refund. Inclusive of the effects of these items and the transaction-related expenses incurred in connection with the announced FCG acquisition, results for the nine months ended September 30, 2023 were also impacted by higher operating expenses, interest charges, and depreciation, amortization and property taxes. These factors were largely offset by the previously discussed increase in gross margin.

Results of Operations for the Three and Nine Months Ended September 30, 2023

Overview

Chesapeake Utilities is a Delaware corporation formed in 1947. We are a diversified energy company engaged, through our operating divisions and subsidiaries, in regulated energy, unregulated energy and other businesses. We operate primarily on the east coast of the United States and provide natural gas distribution and transmission; electric distribution and generation; propane gas distribution; mobile compressed natural gas services; steam generation; and other energy-related services.

Sustainability Initiatives

In May 2023, we published our most recent annual sustainability report, and continue to remain steadfast in regards to our commitments, including the following:

- Maintaining a leading role in the journey to a lower carbon future in our service areas.
- Continuing to promote a diverse and inclusive workplace and further the sustainability of the communities we serve.
- Operating our businesses with integrity and the highest ethical standards.

These commitments guide our mission to deliver energy that makes life better for the people and communities we serve. They impact every aspect of the relationships we have with our stakeholders. We encourage our investors to review the report, which can be accessed on our website, and welcome feedback as we continue to enhance our sustainability disclosures.

Operational Highlights

Our adjusted net income for the three months ended September 30, 2023 was \$12.2 million, or \$0.69 per share, compared to \$9.7 million, or \$0.54 per share, for the same quarter of 2022. Adjusted net income for the third quarter of 2022 included a non-recurring after-tax gain of \$0.5 million related to interest income from a federal income tax refund. Operating income for the third quarter of 2023 was \$20.2 million, an increase of \$1.6 million or 8.5 percent compared to the same period in 2022. Excluding transaction-related expenses associated with the announced acquisition of FCG, operating income increased \$5.5 million or 29.4 percent compared to the prior-year period. Adjusted gross margin in the third quarter of 2023 was positively impacted by contributions from our Florida natural gas base rate proceeding, increased propane margins and fees, continued pipeline expansion projects, organic growth in our natural gas distribution businesses and incremental contributions associated with regulated infrastructure programs. These increases in adjusted gross margin were partially offset by reduced demand for virtual pipeline services and reduced customer consumption during the third quarter of 2023. Higher operating expenses were largely associated with increased employee costs driven by growth initiatives, the ongoing competitive labor market and higher benefits costs compared to the prior-year period. Operating income was also impacted by higher depreciation, amortization and property taxes.

	Three Months Ended		Increase (Decrease)
	2023	2022	
<i>(in thousands, except shares and per share data)</i>			
Adjusted Gross Margin			
Regulated Energy segment	\$ 75,893	\$ 69,732	\$ 6,161
Unregulated Energy segment	18,589	17,146	1,443
Other businesses and eliminations	(29)	(30)	1
Total Adjusted Gross Margin	\$ 94,453	\$ 86,848	\$ 7,605
Operating Income (Loss)			
Regulated Energy segment	\$ 24,912	\$ 23,663	\$ 1,249
Unregulated Energy segment	(4,723)	(5,056)	333
Other businesses and eliminations	39	41	(2)
Total Operating Income	20,228	18,648	1,580
Other income (expense), net	(72)	957	(1,029)
Interest charges	7,076	6,240	836
Income Before Income Taxes	13,080	13,365	(285)
Income Taxes	3,673	3,703	(30)
Net Income	\$ 9,407	\$ 9,662	\$ (255)
Basic Earnings Per Share of Common Stock	\$ 0.53	\$ 0.54	\$ (0.01)
Diluted Earnings Per Share of Common Stock	\$ 0.53	\$ 0.54	\$ (0.01)
Adjusted Net Income and Adjusted Earnings Per Share			
Net Income (GAAP)	\$ 9,407	\$ 9,662	\$ (255)
Transaction-related expenses, net ⁽¹⁾	2,804	—	2,804
Adjusted Net Income (Non-GAAP)	\$ 12,211	\$ 9,662	\$ 2,549
Weighted average common shares outstanding - diluted	17,857,784	17,819,373	38,411
Earnings Per Share - Diluted (GAAP)	\$ 0.53	\$ 0.54	\$ (0.01)
Transaction-related expenses, net ⁽¹⁾	0.16	—	0.16
Adjusted Earnings Per Share - Diluted (Non-GAAP)	\$ 0.69	\$ 0.54	\$ 0.15

⁽¹⁾ Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

Key variances between the third quarter of 2022 and the third quarter of 2023 included:

(in thousands, except per share data)

	Pre-tax Income	Net Income	Earnings Per Share
Third Quarter of 2022 Adjusted Results	\$ 13,365	\$ 9,662	\$ 0.54
Non-recurring Items:			
Absence of interest income from Federal Income Tax refund	(628)	(454)	(0.03)
	<u>(628)</u>	<u>(454)</u>	<u>(0.03)</u>
Increased (Decreased) Adjusted Gross Margins:			
Contribution from rates associated with Florida natural gas base rate proceeding*	3,470	2,495	0.14
Increased propane margins and service fees	1,813	1,304	0.07
Natural gas transmission service expansions*	1,382	994	0.06
Natural gas growth including conversions (excluding service expansions)	1,312	944	0.06
Contributions from regulated infrastructure programs*	563	405	0.02
Changes in customer consumption	(684)	(492)	(0.03)
Decreased margins related to demand for virtual pipeline services*	(428)	(308)	(0.02)
	<u>7,428</u>	<u>5,342</u>	<u>0.30</u>
Increased Operating Expenses (Excluding Natural Gas, Propane, and Electric Costs):			
Increased payroll, benefits and other employee-related expenses	(1,638)	(1,178)	(0.06)
Depreciation, amortization and property taxes	(697)	(501)	(0.03)
	<u>(2,335)</u>	<u>(1,679)</u>	<u>(0.09)</u>
Interest charges	(835)	(601)	(0.03)
Changes in Other income, net	(401)	(288)	(0.02)
Net other changes	385	229	0.02
	<u>(851)</u>	<u>(660)</u>	<u>(0.03)</u>
Third Quarter of 2023 Adjusted Results**	<u>\$ 16,979</u>	<u>\$ 12,211</u>	<u>\$ 0.69</u>

*See the Major Projects and Initiatives table.

**Transaction-related expenses attributable to the announced acquisition of FCG have been excluded from the Company's non-GAAP measures of adjusted net income and adjusted EPS. See the Reconciliation of GAAP to Non-GAAP Measures presented above.

Our adjusted net income for the nine months ended September 30, 2023 was \$64.8 million, or \$3.63 per share, compared to \$63.6 million, or \$3.58 per share, for the same period of 2022. Adjusted net income for the nine months ended September 30, 2023 included a one-time tax benefit of \$1.3 million associated with a reduction in state tax rate, while adjusted net income for the prior-year period included a non-recurring after-tax gain of \$1.4 million related to a building sale and after-tax interest income of \$0.5 million related to a federal income tax refund. Operating income for the nine months ended September 30, 2023 was \$103.5 million, an increase of \$3.5 million or 3.5 percent compared to the same period in 2022. Excluding transaction-related expenses associated with the announced acquisition of FCG, operating income increased \$7.4 million or 7.4 percent compared to the prior-year period. Adjusted gross margin for the first nine months of 2023 was positively impacted by contributions from our Florida natural gas base rate proceeding, increased propane margins and fees, continued pipeline expansion projects, organic growth in our natural gas distribution businesses, incremental contributions associated with regulated infrastructure programs and increased demand for virtual pipeline services. These increases in adjusted gross margin were partially offset by reduced customer consumption experienced during the first nine months of 2023 largely due to the unprecedented temperatures in our northern service territories primarily during the first half of the year. The Company recorded higher employee costs driven by growth initiatives, the ongoing competitive labor market and higher benefits costs compared to the prior-year period, higher depreciation, amortization and property taxes and increased costs related to facilities, maintenance and outside services.

	Nine Months Ended		Increase (Decrease)
	September 30,		
	2023	2022	
<i>(in thousands, except shares and per share data)</i>			
Adjusted Gross Margin			
Regulated Energy segment	\$ 240,130	\$ 222,800	\$ 17,330
Unregulated Energy segment	83,818	82,193	1,625
Other businesses and eliminations	(157)	(92)	(65)
Total Adjusted Gross Margin	\$ 323,791	\$ 304,901	\$ 18,890
Operating Income			
Regulated Energy segment	\$ 91,828	\$ 84,202	\$ 7,626
Unregulated Energy segment	11,529	15,557	(4,028)
Other businesses and eliminations	131	222	(91)
Total Operating Income	103,488	99,981	3,507
Other income, net	1,036	4,454	(3,418)
Interest charges	21,272	17,404	3,868
Income Before Income Taxes	83,252	87,031	(3,779)
Income Taxes	21,368	23,385	(2,017)
Net Income	\$ 61,884	\$ 63,646	\$ (1,762)
Basic Earnings Per Share of Common Stock	\$ 3.48	\$ 3.59	\$ (0.11)
Diluted Earnings Per Share of Common Stock	\$ 3.47	\$ 3.58	\$ (0.11)
Adjusted Net Income and Adjusted Earnings Per Share			
Net Income (GAAP)	\$ 61,884	\$ 63,646	\$ (1,762)
Transaction-related expenses, net ⁽¹⁾	2,898	—	2,898
Adjusted Net Income (Non-GAAP)	\$ 64,782	\$ 63,646	\$ 1,136
Weighted average common shares outstanding - diluted	17,847,288	17,797,001	50,287
Earnings Per Share - Diluted (GAAP)	\$ 3.47	\$ 3.58	\$ (0.11)
Transaction-related expenses, net ⁽¹⁾	0.16	—	0.16
Adjusted Earnings Per Share - Diluted (Non-GAAP)	\$ 3.63	\$ 3.58	\$ 0.05

Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

Key variances between the nine months ended September 30, 2022 and the nine months ended September 30, 2023 included:

<i>(in thousands, except per share data)</i>	Pre-tax Income	Net Income	Earnings Per Share
Nine months ended September 30, 2022 Adjusted Results	\$ 87,031	\$ 63,646	\$ 3.58
Non-recurring Items:			
Absence of gain from sales of assets	(1,902)	(1,414)	(0.08)
Absence of interest income from Federal Income Tax refund	(628)	(459)	(0.03)
One-time benefit associated with reduction in state tax rate	—	1,284	0.07
	<u>(2,530)</u>	<u>(589)</u>	<u>(0.04)</u>
Increased (Decreased) Adjusted Gross Margins:			
Contribution from rates associated with Florida natural gas base rate proceeding*	11,440	8,504	0.48
Increased propane margins and service fees	6,389	4,749	0.27
Natural gas growth including conversions (excluding service expansions)	4,678	3,478	0.19
Natural gas transmission service expansions*	2,976	2,212	0.12
Contributions from regulated infrastructure programs*	1,756	1,305	0.07
Increased margins related to demand for virtual pipeline services*	1,338	995	0.06
Increased adjusted gross margin from off-system natural gas capacity sales	740	550	0.03
Customer consumption - primarily resulting from weather	(9,765)	(7,259)	(0.41)
	<u>19,552</u>	<u>14,534</u>	<u>0.81</u>
Increased Operating Expenses (Excluding Natural Gas, Propane, and Electric Costs):			
Increased payroll, benefits and other employee-related expenses	(5,905)	(4,389)	(0.25)
Depreciation, amortization and property taxes	(2,397)	(1,782)	(0.10)
Increased facilities expenses, maintenance costs and outside services	(2,032)	(1,510)	(0.08)
	<u>(10,334)</u>	<u>(7,681)</u>	<u>(0.43)</u>
Interest charges	(3,868)	(2,875)	(0.16)
Changes in Other income, net	(888)	(660)	(0.04)
Net other changes	(1,812)	(1,593)	(0.09)
	<u>(6,568)</u>	<u>(5,128)</u>	<u>(0.29)</u>
Nine months ended September 30, 2023 Adjusted Results**	\$ 87,151	\$ 64,782	\$ 3.63

*See the Major Projects and Initiatives table.

**Transaction-related expenses attributable to the announced acquisition of FCG have been excluded from our non-GAAP measures of adjusted net income and adjusted EPS. See the Reconciliation of GAAP to Non-GAAP Measures presented above.

Summary of Key Factors

Recently Completed and Ongoing Major Projects and Initiatives

We constantly pursue and develop additional projects and initiatives to serve existing and new customers, further grow our businesses and earnings, and increase shareholder value. The following table includes the major projects and initiatives recently completed and currently underway. Major projects and initiatives that have generated consistent year-over-year adjusted gross margin contributions are removed from the table at the beginning of the next calendar year. Our practice is to add new projects and initiatives to this table once negotiations or details are substantially final and/or the associated earnings can be estimated. As the FCG acquisition is still pending, it has not been incorporated into the table below.

<i>(in thousands)</i>	Adjusted Gross Margin							
	Three Months Ended		Nine Months Ended		Year Ended	Estimate for		
	September 30,		September 30,		December 31,	Fiscal		
	2023	2022	2023	2022	2022	2023	2024	
Pipeline Expansions:								
Guernsey Power Station	\$ 373	\$ 373	\$ 1,107	\$ 1,004	\$ 1,377	\$ 1,486	\$ 1,482	
Southern Expansion	—	—	—	—	—	586	2,344	
Winter Haven Expansion	166	64	468	125	260	576	626	
Beachside Pipeline Expansion	603	—	1,206	—	—	1,825	2,451	
North Ocean City Connector	—	—	—	—	—	—	200	
St. Cloud / Twin Lakes Expansion	118	—	118	—	—	268	584	
Clean Energy ⁽¹⁾	267	—	783	—	126	1,009	1,009	
Wildlight	178	—	271	—	—	528	2,000	
Lake Wales	114	—	152	—	—	265	454	
Newberry	—	—	—	—	—	—	862	
Total Pipeline Expansions	1,819	437	4,105	1,129	1,763	6,543	12,012	
CNG/RNG/LNG Transportation and Infrastructure	2,385	2,813	8,811	7,473	11,100	11,321	12,500	
Regulatory Initiatives:								
Florida GUARD program	90	—	90	—	—	324	2,421	
Capital Cost Surcharge Programs	687	489	2,110	1,503	2,001	2,811	3,979	
Florida Rate Case Proceeding ⁽²⁾	3,991	521	11,961	521	2,474	16,289	17,153	
Electric Storm Protection Plan	298	—	940	—	486	960	2,433	
Total Regulatory Initiatives	5,066	1,010	15,101	2,024	4,961	20,384	25,986	
Total	\$ 9,270	\$ 4,260	\$ 28,017	\$ 10,626	\$ 17,824	\$ 38,248	\$ 50,498	

⁽¹⁾ Includes adjusted gross margin generated from interim services through the project in-service date in September 2023.

⁽²⁾ Includes adjusted gross margin during 2023 comprised of both interim rates and permanent base rates which became effective in March 2023.

Detailed Discussion of Major Projects and Initiatives

Pipeline Expansions

Guernsey Power Station

Guernsey Power Station and our affiliate, Aspire Energy Express, are engaged in a firm transportation capacity agreement whereby Guernsey Power Station has constructed a power generation facility and Aspire Energy Express provides firm natural gas transportation service to this facility. Guernsey Power Station commenced construction of the project in October 2019, Aspire Energy Express completed construction of the gas transmission facilities in the fourth quarter of 2021, and the facility went into service during the first quarter of 2023. The project generated additional adjusted gross margin of \$0.1 million for the nine months ended September 30, 2023, and is expected to produce adjusted gross margin of approximately \$1.5 million in 2023 and beyond.

Southern Expansion

Eastern Shore installed a new natural gas driven compressor skid unit at its existing Bridgeville, Delaware compressor station that will provide 7,300 Dts of incremental firm transportation pipeline capacity. The project obtained FERC approval in December 2022 and went into service during October 2023. Eastern Shore expects the Southern Expansion project to generate annual adjusted gross margin of \$0.6 million in 2023 and \$2.3 million in 2024 and thereafter.

Winter Haven Expansion

In May 2021, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with Florida Natural Gas Distribution for an incremental 6,800 Dts/d of firm service in the Winter Haven, Florida area. As part of this agreement, Peninsula Pipeline constructed a new interconnect with FGT and a new regulator station for Florida Natural Gas Distribution. Florida Natural Gas Distribution is using the additional firm service to support new incremental load due to growth in the area, including providing service, most immediately, to a new can manufacturing facility, as well as reliability and operational benefits to Florida Natural Gas Distribution's existing distribution system in the area. In connection with Peninsula Pipeline's new regulator station, Florida Natural Gas Distribution also extended its distribution system to connect to the new station. This expansion was placed in service in the third quarter of 2022. The project generated additional adjusted gross margin of \$0.1 million and \$0.3 million, for the three and nine months ended September 30, 2023, respectively, and is expected to produce adjusted gross margin of approximately \$0.6 million in 2023 and thereafter.

Beachside Pipeline Expansion

In June 2021, Peninsula Pipeline and, at that time, an unrelated party, Florida City Gas entered into a Transportation Service Agreement for an incremental 10,176 Dts/d of firm service in Indian River County, Florida, to support Florida City Gas' growth along the Indian River's barrier island. As part of this agreement, Peninsula Pipeline constructed approximately 11.3 miles of pipeline from its existing pipeline in the Sebastian, Florida, area east under the Intercoastal Waterway and southward on the barrier island. Construction was completed and the project went into service in April 2023. The project generated additional adjusted gross margin of \$0.6 million and \$1.2 million, respectively, for the three and nine months ended September 30, 2023. We expect this extension to generate additional annual adjusted gross margin of \$1.8 million in 2023 and \$2.5 million thereafter.

North Ocean City Connector

During the second quarter of 2022, we began construction of an extension of service into North Ocean City, Maryland. Our Delaware natural gas division and Sandpiper installed approximately 5.7 miles of pipeline across southern Sussex County, Delaware to Fenwick Island, Delaware and Worcester County, Maryland. The project reinforces our existing system in Ocean City, Maryland and enables incremental growth along the pipeline. Construction of this project was completed in the second quarter of 2023. Adjusted gross margin in connection with this project is expected to be recognized contingent upon the completion and inclusion in rate base at our next rate case in Maryland. As a result, we expect this expansion to generate annual adjusted gross margin of approximately \$0.2 million beginning in 2024, with additional margin opportunities from incremental growth.

St. Cloud / Twin Lakes Expansion

In July 2022, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with FPU for an additional 2,400 Dt/day of firm service in the St. Cloud, Florida area. As part of this agreement, Peninsula Pipeline constructed a pipeline extension and regulator station for FPU. The extension supports new incremental load due to growth in the area, including providing service, most immediately, to the residential development, Twin Lakes. The expansion also improves reliability and provides operational benefits to FPU's existing distribution system in the area, supporting future growth. This project was placed into service during July 2023 and generated additional adjusted gross margin of \$0.1 million for both the three and nine months ended September 30, 2023. We expect this extension to generate additional annual adjusted gross margin of \$0.3 million in 2023 and \$0.6 million thereafter.

Clean Energy Expansion

During the fourth quarter of 2022, Clean Energy Fuels ("Clean Energy") and Florida Natural Gas Distribution entered into a precedent agreement for firm transportation services associated with a CNG fueling station Clean Energy is constructing. We installed approximately 2.2 miles of main extension in Davenport, Florida to support the filling station which was placed into service during September 2023. Our subsidiary, Marlin Gas Services, provided interim services to Clean Energy during the construction phase of the project. The project generated additional adjusted gross margin of \$0.3 million and \$0.8 million, for the three and nine months ended September 30, 2023, respectively, and is expected to produce adjusted gross margin of approximately \$1.0 million in 2023 and beyond.

Wildlight Expansion

In August 2022, Peninsula Pipeline and FPU filed a joint petition with the Florida PSC for approval of its Transportation Service Agreement associated with the Wildlight planned community located in Nassau County, Florida. The project enables us to meet the significant growing demand for service in Yulee, Florida. The agreement will enable us to build the project during the construction and build-out of the community, and charge the reservation rate as each phase of the project goes into service. Construction of the pipeline facilities will occur in two separate phases. Phase one consists of three extensions with associated facilities, and a gas injection interconnect with associated facilities. Phase two will consist of two additional pipeline extensions. Various phases of the project commenced in the first quarter of 2023, with construction on the overall project continuing through 2025. The project generated adjusted gross margin of \$0.2 million and \$0.3 million, respectively, for the three and nine months ended September 30, 2023. We expect this project to contribute adjusted gross margin of approximately \$0.5 million in 2023 and \$2.0 million in 2024 and beyond.

Lake Wales Expansion

In February 2023, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with our Florida natural gas division, FPU for an additional 9,000 Dt/d of firm service in the Lake Wales, Florida area. The PSC approved the petition in April 2023. Approval of the agreement enabled Peninsula Pipeline to complete the acquisition of an existing pipeline in May 2023 that is being utilized to serve both current and new natural gas customers. During the three and nine months ended September 30, 2023 the project generated adjusted gross margin of \$0.1 million and \$0.2 million, respectively. The project is expected to contribute adjusted gross margin of approximately \$0.3 million in 2023 and \$0.5 million in 2024 and beyond.

Newberry Expansion

In April 2023, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with FPU for an additional 8,000 Dt/d of firm service in the Newberry, Florida area. Peninsula Pipeline will construct a pipeline extension, which will be used by FPU to support the development of a natural gas distribution system to provide gas service to the City of Newberry. The petition was approved by the Florida PSC in the third quarter of 2023. The project is expected to contribute adjusted gross margin of approximately \$0.9 million in 2024 and beyond.

Worcester Resiliency Upgrade

In August 2023, Eastern Shore filed an application with the FERC requesting authorization to construct the Worcester Resiliency Upgrade, which consists of a mixture of storage and transmission facilities in Sussex County, DE and Wicomico, Worcester, and Somerset Counties in Maryland. The project will provide long-term incremental supply necessary to support the growing demand of the participating shippers. Eastern Shore has requested certificate authorization by December 2024, with a target in-service date by the third quarter of 2025.

CNG/RNG/LNG Transportation and Infrastructure

We have made a commitment to meet customer demand for CNG, RNG and LNG in the markets we serve. This has included making investments within Marlin Gas Services to be able to transport these products through its virtual pipeline fleet to customers. To date, we have also made an infrastructure investment in Ohio, enabling RNG to fuel a third party landfill fleet and to transport RNG to end use customers off our pipeline system. Similarly, we announced in March 2022, the opening of a high-capacity CNG truck and tube trailer fueling station in Port Wentworth, Georgia. As one of the largest public access CNG stations on the East Coast, it will offer a RNG option to customers in the near future. We constructed the station in partnership with Atlanta Gas Light, a subsidiary of Southern Company Gas.

We are also involved in various other projects, all at various stages and all with different opportunities to participate across the energy value chain. In many of these projects, Marlin will play a key role in ensuring the RNG is transported to one of our many pipeline systems where it will be injected. We include our RNG transportation services and infrastructure related adjusted gross margin from across the organization in combination with our CNG and LNG projects.

For the nine months ended September 30, 2023, we generated \$1.3 million in additional adjusted gross margin, associated with the transportation of CNG and RNG by Marlin's virtual pipeline and Aspire Energy's Noble Road RNG pipeline. We estimate annual adjusted gross margin of approximately \$11.3 million in 2023, and \$12.5 million in 2024 for these transportation related services, with potential for additional growth in future years.

Full Circle Dairy

In February 2023, we announced plans to construct, own and operate a dairy manure RNG facility at Full Circle Dairy in Madison County, Florida. The project consists of a facility converting dairy manure to RNG and transportation assets to bring the gas to market. The first injection of RNG is projected to occur in the first half of 2024.

Planet Found Development

In late October 2022, we consummated the acquisition of Planet Found. Planet Found's farm scale anaerobic digestion pilot system and technology produces biogas from 1,200 tons of poultry litter annually, which can be used to create renewable energy in the form of electricity or upgraded to renewable natural gas. In addition to generating biogas, Planet Found's nutrient capture system converts digestate into a nutrient-rich soil conditioner, which is distributed to bulk and retail markets under the brand Element Soil. The transaction accelerated our access to renewable, sustainable energy generated from poultry waste while continuing to enhance the local environments in our service territories.

Noble Road Landfill RNG Project

In October 2021, Aspire Energy completed construction of its Noble Road Landfill RNG pipeline project, a 33.1-mile pipeline, which transports RNG generated from the Noble Road landfill to Aspire Energy's pipeline system, displacing conventionally produced natural gas. In conjunction with this expansion, Aspire Energy also upgraded an existing compressor station and installed two new metering and regulation sites. The RNG volume is expected to represent nearly 10 percent of Aspire Energy's gas gathering volumes.

Regulatory Initiatives

Florida GUARD Program

In February 2023, FPU filed a petition with the Florida PSC for approval of the GUARD program. GUARD is a ten-year program to enhance the safety, reliability, and accessibility of portions of our natural gas distribution system. We identified various categories of projects to be included in GUARD, which include the relocation of mains and service lines located in rear easements and other difficult to access areas to the front of the street, the replacement of problematic distribution mains, service lines, and maintenance and repair equipment and system reliability projects. In August 2023, the Florida PSC approved the GUARD program, which included \$205 million of capital expenditures projected to be spent over a 10-year period. For the three and nine months ended September 30, 2023, there was \$0.1 million of incremental adjusted gross margin generated pursuant to the program. The program is expected to generate \$0.3 million of additional adjusted gross margin in 2023 and \$2.4 million in 2024.

Capital Cost Surcharge Programs

In December 2019, the FERC approved Eastern Shore's capital cost surcharge to become effective January 1, 2020. The surcharge, an approved item in the settlement of Eastern Shore's last general rate case, allows Eastern Shore to recover capital costs associated with mandated highway or railroad relocation projects that required the replacement of existing Eastern Shore facilities. For the three and nine months ended September 30, 2023, there was \$0.2 million and \$0.6 million, respectively, of incremental adjusted gross margin generated pursuant to the program. Eastern Shore expects to produce adjusted gross margin of approximately \$2.8 million in 2023 and \$4.0 million in 2024 from relocation projects, which is ultimately dependent upon the timing of filings and the completion of construction.

Florida Natural Gas Base Rate Proceeding

In May 2022, our natural gas distribution businesses in Florida filed a consolidated natural gas rate case with the Florida PSC. The application included a request for the following: (i) permanent rate relief of approximately \$24.1 million, effective January 1, 2023, (ii) a depreciation study also submitted with the filing; (iii) authorization to make certain changes to tariffs to include the consolidation of rates and rate structure across the businesses and to unify the Florida natural gas distribution businesses under FPU; (iv) authorization to retain the acquisition adjustment recorded at the time of the FPU merger in our revenue requirement; and (v) authorization to establish an environmental remediation surcharge for the purposes of addressing future expected remediation costs for FPU MGP sites. In August 2022, interim rates were approved by the Florida PSC in the amount of approximately \$7.7 million on an annualized basis, effective for all meter readings in September 2022. The discovery process and related hearings were concluded during the fourth quarter of 2022 and briefs were submitted in the same quarter of 2022. In January 2023, the Florida PSC approved the application for consolidation and permanent rate relief of approximately \$17.2 million on an annual basis. Actual rates in connection with the rate relief were approved by the Florida PSC in February 2023 with an effective date of March 1, 2023. For the three and nine months ended September 30, 2023, there was \$3.5 million and \$11.4 million, respectively, of incremental adjusted gross margin generated pursuant to this proceeding, and it is expected to generate \$16.3 million of total adjusted gross margin in 2023 and \$17.2 million in 2024.

Storm Protection Plan

In 2020, the Florida PSC implemented the SPP and SPPCR rules, which require electric utilities to petition the Florida PSC for approval of a Transmission and Distribution Storm Protection Plan that covers the utility's immediate 10-year planning period with updates to the plan at least every 3 years. The SPPCR rules allow the utility to file for recovery of associated costs related to its SPP. Our Florida electric distribution operation's SPP and SPPCR were filed during the first quarter of 2022 and approved in the fourth quarter of 2022 with modifications, by the Florida PSC. For the three and nine months ended September 30, 2023, this initiative generated adjusted gross margin of approximately \$0.3 million and \$0.9 million, respectively, and is expected to generate \$1.0 million of total adjusted gross margin in 2023 and \$2.4 million in 2024. We expect continued investment under the SPP going forward.

COVID-19 Regulatory Proceeding

In October 2020, the Florida PSC approved a joint petition of our natural gas and electric distribution utilities in Florida to establish a regulatory asset to record incremental expenses incurred due to COVID-19. The regulatory asset allows us to obtain recovery of these costs in the next base rate proceedings. Our Florida regulated business units reached a settlement with the Florida OPC in June 2021, enabling the business units to establish a regulatory asset of \$2.1 million. This amount includes COVID-19 related incremental expenses for bad debt write-offs, personnel protective equipment, cleaning and business information services for remote work. Our Florida regulated business units are currently amortizing the amount over two years effective January 1, 2022 and recovering the regulatory asset through the Purchased Gas Adjustment and Swing Service mechanisms for the natural gas business units and through the Fuel Purchased Power Cost Recovery clause for the electric division. This results in additional adjusted gross margin of \$1.0 million annually that is being offset by a corresponding amortization of regulatory asset expense, for both 2022 and 2023.

Other Major Factors Influencing Adjusted Gross Margin

Weather Impact

Weather was not a significant factor during the third quarter of 2023 but the Company's year-to-date adjusted gross margin was negatively impacted by approximately \$9.8 million attributable to reduced customer consumption driven largely by significantly warmer weather in some of our service territories. The following table summarizes HDD and CDD variances from the 10-year average HDD/CDD ("Normal") for the three and nine months ended September 30, 2023 and 2022.

	Three Months Ended			Nine Months Ended		
	September 30,			September 30,		
	2023	2022	Variance	2023	2022	Variance
Delmarva Peninsula						
Actual HDD	19	28	(9)	2,069	2,603	(534)
10-Year Average HDD ("Normal")	38	43	(5)	2,731	2,710	21
Variance from Normal	(19)	(15)		(662)	(107)	
Florida						
Actual HDD	1	1	—	371	535	(164)
10-Year Average HDD ("Normal")	1	1	—	550	543	7
Variance from Normal	—	—		(179)	(8)	
Ohio						
Actual HDD	86	84	2	3,148	3,614	(466)
10-Year Average HDD ("Normal")	65	72	(7)	3,661	3,614	47
Variance from Normal	21	12		(513)	—	
Florida						
Actual CDD	1,533	1,303	230	2,793	2,486	307
10-Year Average CDD ("Normal")	1,391	1,393	(2)	2,535	2,535	—
Variance from Normal	142	(90)		258	(49)	

Natural Gas Distribution Adjusted Gross Margin Growth

The average number of residential customers served on the Delmarva Peninsula increased by approximately 5.5 percent and 5.6 percent, respectively, for the three and nine months ended September 30, 2023, while Florida customers increased by 3.6 percent and 4.0 percent, respectively, for the three- and nine-month periods. On the Delmarva Peninsula, a larger percentage of the adjusted gross margin growth was generated from residential growth given the expansion of gas into new housing communities and conversions to natural gas as our distribution infrastructure continues to build out. In Florida, as new communities continue to build out due to population growth and infrastructure is added to support the growth, there is increased load from both residential customers as well as new commercial and industrial customers. The details are provided in the following table:

(in thousands)	Three Months Ended September 30, 2023		Nine Months Ended September 30, 2023	
	Delmarva Peninsula	Florida	Delmarva Peninsula	Florida
Customer Growth:				
Residential	\$ 384	\$ 380	\$ 1,470	\$ 1,043
Commercial and industrial	69	479	522	1,643
Total Customer Growth ⁽¹⁾	\$ 453	\$ 859	\$ 1,992	\$ 2,686

⁽¹⁾ Customer growth amounts for Florida include the effects of revised rates associated with our natural gas base rate proceeding.

Regulated Energy Segment

For the quarter ended September 30, 2023, compared to the quarter ended September 30, 2022:

(in thousands)	Three Months Ended September 30,		Increase (Decrease)
	2023	2022	
Revenue	\$ 102,411	\$ 90,980	\$ 11,431
Regulated natural gas and electric costs	26,518	21,248	5,270
Adjusted gross margin ⁽¹⁾	75,893	69,732	6,161
Operations & maintenance	28,600	27,668	932
Depreciation & amortization	13,192	13,271	(79)
Transaction-related expenses ⁽²⁾	3,899	—	3,899
Other taxes	5,290	5,130	160
Total operating expenses	50,981	46,069	4,912
Operating income	\$ 24,912	\$ 23,663	\$ 1,249

⁽¹⁾ Adjusted Gross Margin is a non-GAAP measure utilized by Management to review business unit performance. For a more detailed discussion on the differences between Gross Margin (GAAP) and Adjusted Gross Margin, see the Reconciliation of GAAP to Non-GAAP Measures presented above.

⁽²⁾ Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

Operating income for the Regulated Energy segment for the third quarter of 2023 was \$24.9 million, an increase of \$1.2 million, or 5.3 percent, over the same period in 2022. Excluding the transaction-related expenses associated with the announced acquisition of FCG, operating income increased \$5.1 million or 21.8 percent over the same period in 2022. Higher operating income reflects contributions from our Florida natural gas base rate proceeding, continued pipeline expansion projects, organic growth in our natural gas distribution businesses, and incremental contributions associated with regulated infrastructure programs. These increases were partially offset by changes in customer consumption. Excluding the transaction-related expenses described above, operating expenses increased by \$1.0 million compared to the prior year primarily attributable to increased employee costs driven by growth initiatives, the ongoing competitive labor market and higher benefits costs, and higher property taxes.

Items contributing to the quarter-over-quarter increase in adjusted gross margin are listed in the following table:

(in thousands)

Rate changes associated with the Florida natural gas base rate proceeding ⁽¹⁾	\$	3,470
Natural gas transmission service expansions		1,382
Natural gas growth including conversions (excluding service expansions)		1,312
Contributions from regulated infrastructure programs		563
Changes in customer consumption		(259)
Other variances		(307)
Quarter-over-quarter increase in adjusted gross margin	\$	6,161

⁽¹⁾ Includes adjusted gross margin contributions from permanent base rates that became effective in March 2023.

The following narrative discussion provides further detail and analysis of the significant items in the foregoing table.

Rate Changes Associated with the Florida Natural Gas Base Rate Proceeding

In March 2023, we obtained a final rate order in connection with the Florida natural gas base rate proceeding with permanent rates effective on March 1, 2023. These permanent rates contributed additional adjusted gross margin of \$3.5 million for the three months ended September 30, 2023. Refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Natural Gas Transmission Service Expansions

We generated increased adjusted gross margin of \$1.4 million for the three months ended September 30, 2023 from natural gas transmission service expansions including Peninsula Pipeline's Wildlight, Lake Wales, St. Cloud/Twin Lakes, Winter Haven, and Beachside projects, as well as FPU natural gas' Clean Energy project.

Natural Gas Distribution Customer Growth

We generated additional adjusted gross margin of \$1.3 million from natural gas customer growth. Adjusted gross margin increased by \$0.9 million in Florida and \$0.4 million on the Delmarva Peninsula for the three months ended September 30, 2023, as compared to the same period in 2022, due primarily to residential customer growth of 3.6 percent and 5.5 percent in Florida and on the Delmarva Peninsula, respectively, as well as commercial and industrial growth in Florida.

Contributions from Regulated Infrastructure Programs

Contributions from regulated infrastructure programs generated incremental adjusted gross margin of \$0.6 million in the third quarter of 2023. The increase in adjusted gross margin was primarily related to continued investment in Eastern Shore's capital surcharge program and FPU Electric's storm protection plan. Refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Changes in Customer Consumption

We experienced reduced customer consumption in the third quarter of 2023 resulting in reduced adjusted gross margin of \$0.3 million.

Operating Expenses

Items contributing to the quarter-over-quarter increase in operating expenses are listed in the following table:

(in thousands)

Transaction-related expenses ⁽¹⁾	\$	3,899
Increased payroll, benefits and other employee-related expenses		749
Depreciation, amortization and property taxes		297
Other variances		(33)
Quarter-over-quarter increase in operating expenses	\$	4,912

⁽¹⁾ Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

For the nine months ended September 30, 2023, compared to the nine months ended September 30, 2022:

	Nine Months Ended		Increase (Decrease)
	September 30,		
	2023	2022	
(in thousands)			
Revenue	\$ 345,822	\$ 311,064	\$ 34,758
Regulated natural gas and electric costs	105,692	88,264	17,428
Adjusted gross margin ⁽¹⁾	240,130	222,800	17,330
Operations & maintenance	88,298	83,288	5,010
Depreciation & amortization	39,179	39,496	(317)
Transaction-related expenses ⁽²⁾	3,899	—	3,899
Other taxes	16,926	15,814	1,112
Total operating expenses	148,302	138,598	9,704
Operating income	\$ 91,828	\$ 84,202	\$ 7,626

⁽¹⁾ Adjusted Gross Margin is a non-GAAP measure utilized by Management to review business unit performance. For a more detailed discussion on the differences between Gross Margin (GAAP) and Adjusted Gross Margin, see the Reconciliation of GAAP to Non-GAAP Measures presented above.

⁽²⁾ Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

Operating income for the Regulated Energy segment for the nine months ended September 30, 2023 was \$91.8 million, an increase of \$7.6 million, or 9.1 percent, over the same period in 2022. Excluding the transaction-related expenses associated with the announced acquisition of FCG, operating income increased \$11.5 million or 13.7 percent over the same period in 2022. Higher operating income reflects contributions from our Florida natural gas base rate proceeding, organic growth in our natural gas distribution businesses, continued pipeline expansion projects and incremental contributions associated with regulated infrastructure programs. These increases were partially offset by changes in customer consumption. Excluding the transaction-related expenses described above, operating expenses increased by \$5.8 million compared to the prior year primarily attributable to increased employee costs driven by growth initiatives, the ongoing competitive labor market and higher benefits costs, increased property taxes and higher facilities, maintenance and outside services costs.

Items contributing to the period-over-period increase in adjusted gross margin are listed in the following table:

(in thousands)

Rate changes associated with the Florida natural gas base rate proceeding ⁽¹⁾	\$	11,440
Natural gas growth including conversions (excluding service expansions)		4,678
Natural gas transmission service expansions		2,976
Contributions from regulated infrastructure programs		1,756
Changes in customer consumption		(3,272)
Other variances		(248)
Period-over-period increase in adjusted gross margin	\$	17,330

⁽¹⁾ Includes adjusted gross margin comprised of both interim rates and permanent base rates that became effective in March 2023.

The following narrative discussion provides further detail and analysis of the significant items in the foregoing table.

Rate Changes Associated with the Florida Natural Gas Base Rate Proceeding

In August 2022, the Florida PSC approved interim rates starting in September 2022. In March 2023, we obtained a final rate order in connection with the Florida natural gas base rate proceeding with permanent rates effective on March 1, 2023. These interim and permanent rates contributed additional adjusted gross margin of \$11.4 million. Please refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Natural Gas Distribution Customer Growth

We generated additional adjusted gross margin of \$4.7 million from natural gas customer growth. Adjusted gross margin increased by \$2.7 million in Florida and \$2.0 million on the Delmarva Peninsula for the nine months ended September 30, 2023, as compared to the same period in 2022, due primarily to residential customer growth of 4.0 percent and 5.6 percent in Florida and on the Delmarva Peninsula, respectively, as well as commercial and industrial growth in Florida.

Natural Gas Transmission Service Expansions

We generated increased adjusted gross margin of \$3.0 million for the nine months ended September 30, 2023 from natural gas transmission service expansions including Peninsula Pipeline's Wildlight, Lake Wales, St. Cloud/Twin Lakes, Winter Haven, and Beachside projects, FPU natural gas' Clean Energy project and Aspire Energy Express' Guernsey pipeline expansion.

Contributions from Regulated Infrastructure Programs

Contributions from regulated infrastructure programs generated incremental adjusted gross margin of \$1.8 million for the nine months ended September 30, 2023. The increase in adjusted gross margin was primarily related to Eastern Shore's capital surcharge program and FPU Electric's storm protection plan. Refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Changes in Customer Consumption

We experienced reduced customer consumption for the nine months ended September 30, 2023 as a result of significantly warmer weather experienced in our Delmarva service territory primarily during the first half of the year resulting in reduced adjusted gross margin of \$3.3 million.

Operating Expenses

Items contributing to the period-over-period increase in operating expenses are listed in the following table:

(in thousands)

Transaction-related expenses ⁽¹⁾	\$	3,899
Payroll, benefits and other employee-related expenses		2,301
Depreciation, amortization and property tax costs due to new capital investments		1,190
Increased facilities expenses, maintenance costs and outside services		1,079
Increased regulatory expenses		444
Increased costs related to credit and collections		270
Other variances		521
Period-over-period increase in operating expenses	\$	9,704

⁽¹⁾ Transaction-related expenses represent costs incurred attributable to the announced acquisition of FCG including, but not limited to, legal, consulting, audit and financing fees.

Unregulated Energy Segment

For the quarter ended September 30, 2023, compared to the quarter ended September 30, 2022:

	Three Months Ended		Increase (Decrease)
	September 30,		
	2023	2022	
<i>(in thousands)</i>			
Revenue	\$ 34,970	\$ 47,914	\$ (12,944)
Unregulated propane and natural gas costs	16,381	30,768	(14,387)
Adjusted gross margin ⁽¹⁾	18,589	17,146	1,443
Operations & maintenance	17,817	17,089	728
Depreciation & amortization	4,420	4,071	349
Other taxes	1,075	1,042	33
Total operating expenses	23,312	22,202	1,110
Operating Income (Loss)	\$ (4,723)	\$ (5,056)	\$ 333

⁽¹⁾ Adjusted Gross Margin is a non-GAAP measure utilized by Management to review business unit performance. For a more detailed discussion on the differences between Gross Margin (GAAP) and Adjusted Gross Margin, see the Reconciliation of GAAP to Non-GAAP Measures presented above.

Operating results for the Unregulated Energy segment for the third quarter of 2023 reflect a \$0.3 million improvement compared to the same period in 2022. Operating results for the second and third quarters historically have been lower due to reduced customer demand during the warmer periods of the year. The impact to operating income may not align with the seasonal variations in adjusted gross margin as many of the operating expenses are recognized ratably over the course of the year.

Adjusted gross margin in the Unregulated Energy segment during the third quarter increased due to improved propane margins and fees as well as increased customer consumption at Aspire. These increases were partially offset by reduced customer consumption in our propane operations and reduced levels of virtual pipeline services. Additionally, we experienced increased operating expenses associated with higher employee costs driven by the continued competition in the current labor market and increased benefit costs as well as increased property taxes.

Items contributing to the quarter-over-quarter increase in adjusted gross margin are listed in the following table:

<i>(in thousands)</i>	
<u>Propane Operations</u>	
Increased propane margins and service fees	\$ 1,813
Reduced propane customer consumption	(659)
<u>CNG/RNG/LNG Transportation and Infrastructure</u>	
Lower level of virtual pipeline services	(428)
<u>Aspire Energy</u>	
Increased customer consumption	298
Other variances	419
Quarter-over-quarter increase in adjusted gross margin	\$ 1,443

The following narrative discussion provides further detail and analysis of the significant items in the foregoing table.

Propane Operations

- *Increased Propane Margins and Service Fees* - Adjusted gross margin increased by \$1.8 million for the three months ended September 30, 2023, mainly due to increased margins and customer service fees. These market conditions, which include market pricing and competition with other propane suppliers, as well as the availability and price of alternative energy sources, may fluctuate based on changes in demand, supply and other energy commodity prices.
- *Propane customer consumption* - Adjusted gross margin decreased by \$0.7 million due to reduced customer consumption.

CNG/RNG/LNG Transportation and Infrastructure

- *Lower level of virtual pipeline services* - Adjusted gross margin decreased by \$0.4 million during the third quarter of 2023 as compared to the same period in the prior year due to lower levels of CNG hold services.

Aspire Energy

- *Increased Customer Consumption* - Adjusted gross margin increased by \$0.3 million due to increased customer consumption compared to the same period in the prior year.

Operating Expenses

Items contributing to the quarter-over-quarter increase in operating expenses are listed in the following table:

(in thousands)

Increased payroll, benefits and other employee-related expenses	\$	889
Increased depreciation, amortization and property tax costs		395
Other variances		(174)
Quarter-over-quarter increase in operating expenses	\$	1,110

For the nine months ended September 30, 2023, compared to the nine months ended September 30, 2022:

	Nine Months Ended		Increase (Decrease)
	September 30,		
	2023	2022	
<i>(in thousands)</i>			
Revenue	\$ 158,886	\$ 202,669	\$ (43,783)
Unregulated propane and natural gas costs	75,068	120,476	(45,408)
Adjusted gross margin ⁽¹⁾	83,818	82,193	1,625
Operations & maintenance	55,627	51,301	4,326
Depreciation & amortization	12,923	12,025	898
Other taxes	3,739	3,310	429
Total operating expenses	72,289	66,636	5,653
Operating Income	\$ 11,529	\$ 15,557	\$ (4,028)

⁽¹⁾ Adjusted Gross Margin is a non-GAAP measure utilized by Management to review business unit performance. For a more detailed discussion on the differences between Gross Margin (GAAP) and Adjusted Gross Margin, see the Reconciliation of GAAP to Non-GAAP Measures presented above.

Operating results for the Unregulated Energy segment for the nine months ended September 30, 2023 decreased by \$4.0 million compared to the same period in 2022. Operating results were impacted during the first nine months of 2023 by changes in customer consumption due to significantly warmer weather in our Mid-Atlantic and North Carolina service areas during the first half of the year as well as the conversion of propane customers to our natural gas distribution service. Additionally, we experienced increased operating expenses associated with higher employee related expenses driven by the continued competition in the current labor market and higher benefit costs, higher depreciation, amortization and property taxes, and increased costs for facilities, maintenance, and outside services. These factors were partially offset by increased propane margins and fees and continued demand for virtual pipeline services.

Items contributing to the period-over-period increase in adjusted gross margin are listed in the following table:

<i>(in thousands)</i>	
<u>Propane Operations</u>	
Increased propane margins and service fees	\$ 6,389
Propane customer consumption - primarily weather related	(5,583)
Decreased customer consumption due to conversion of customers to our natural gas system	(656)
<u>CNG/RNG/LNG Transportation and Infrastructure</u>	
Increased level of virtual pipeline services	1,338
<u>Aspire Energy</u>	
Reduced customer consumption - primarily weather related	(254)
Other variances	391
Period-over-period increase in adjusted gross margin	\$ 1,625

The following narrative discussion provides further detail and analysis of the significant items in the foregoing table.

Propane Operations

- *Increased Propane Margins and Service Fees* - Adjusted gross margin increased by \$6.4 million for the nine months ended September 30, 2023, mainly due to increased margins and customer service fees. Propane margins also increased due to gains associated with our SWAP agreements. These market conditions, which include market pricing and competition with other propane suppliers, as well as the availability and price of alternative energy sources, may fluctuate based on changes in demand, supply and other energy commodity prices.
- *Propane customer consumption* - Adjusted gross margin fell by \$5.6 million as a result of reduced customer consumption driven by significantly warmer weather that our Mid-Atlantic and North Carolina service areas experienced primarily during the first half of 2023.
- *Reduced customer consumption due to conversion of customers to our natural gas system* - Adjusted gross margin fell by \$0.7 million as more customers converted from propane to our natural gas distribution service.

CNG/RNG/LNG Transportation and Infrastructure

- *Increased levels of virtual pipeline services* - Adjusted gross margin increased by \$1.3 million during the first nine months of 2023 as compared to the same period in the prior year due to increased levels of CNG hold services and contributions from the Aspire Noble Road RNG project.

Aspire Energy

- *Reduced Customer Consumption* - Adjusted gross margin was reduced by \$0.3 million resulting from lower consumption as weather in Ohio was approximately 13 percent warmer compared to the same period in the prior year.

Operating Expenses

Items contributing to the period-over-period increase in operating expenses are listed in the following table:

(in thousands)

Increased payroll, benefits and other employee-related expenses	\$	3,603
Increased depreciation, amortization and property tax costs		1,231
Increased facilities expenses, maintenance costs and outside services		836
Other variances		(17)
Period-over-period increase in operating expenses	\$	5,653

OTHER INCOME (EXPENSE), NET**For the quarter ended September 30, 2023 compared to the quarter ended September 30, 2022**

Other income (expense), net, which includes non-operating investment income, interest income, late fees charged to customers, gains or losses from the sale of assets and pension and other benefits expense, decreased by \$1.0 million in the third quarter of 2023. This was primarily attributable to the absence of interest income received in connection with a Federal Income Tax refund during the third quarter of 2022 and higher pension related expenses compared to the prior-year period.

For the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022

Other income (expense), net, decreased by \$3.4 million for the nine months ended September 30, 2023. The decrease was primarily attributable to the absence of a one-time gain related to a building sale during the second quarter of 2022, the absence of interest income received in connection with a Federal Income Tax refund during the third quarter of 2022, and higher pension related expenses compared to the prior-year period.

INTEREST CHARGES**For the quarter ended September 30, 2023 compared to the quarter ended September 30, 2022**

Interest charges for the three months ended September 30, 2023 increased by \$0.8 million compared to the same period in 2022, attributable primarily to \$0.9 million in interest expense related to a long-term debt placement in the first quarter of 2023 and \$0.4 million driven largely by higher average interest rates on outstanding borrowings under our Revolver. These factors were partially offset by higher capitalized interest of \$0.5 million associated with capital projects. The weighted-average interest rate on our Revolver borrowings was 5.5 percent during the quarter ended September 30, 2023 compared to 3.0 percent during the prior-year period as a result of the Federal Reserve raising interest rates throughout 2022 and continuing into the third quarter of 2023.

For the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022

Interest charges for the nine months ended September 30, 2023 increased by \$3.9 million compared to the same period in 2022, attributable primarily to \$3.0 million driven largely by higher average interest rates on outstanding borrowings under our Revolver and \$2.0 million in interest expense related to long-term debt placements in 2022 and 2023. These factors were partially offset by higher capitalized interest of \$1.3 million associated with capital projects. The weighted-average interest rate on our Revolver borrowings was 5.27 percent during the nine months ended September 30, 2023 compared to 1.71 percent during the prior-year period as a result of the Federal Reserve actions referred to above throughout 2022 and continuing into the third quarter of 2023.

INCOME TAXES

For the quarter ended September 30, 2023 compared to the quarter ended September 30, 2022

Income tax expense was \$3.7 million in both quarters ended September 30, 2023 and 2022, respectively, and the effective income tax rate was 28.1 percent and 27.7 percent, respectively, during those periods.

For the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022

Income tax expense was \$21.4 million for the nine months ended September 30, 2023, compared to \$23.4 million for the nine months ended September 30, 2022. Our effective income tax rate was 25.7 percent and 26.9 percent for the nine months ended September 30, 2023 and 2022, respectively. Income tax expense for the nine months ended September 30, 2023 includes a \$1.3 million benefit in deferred tax expense resulting from a reduction in the Pennsylvania state income tax rate. Excluding this change, our effective income tax rate was 27.2 percent for the nine months ended September 30, 2023.

FINANCIAL POSITION, LIQUIDITY AND CAPITAL RESOURCES

Our capital requirements reflect the capital-intensive and seasonal nature of our business and are principally attributable to investment in new plant and equipment, retirement of outstanding debt and seasonal variability in working capital. We rely on cash generated from operations, short-term borrowings, and other sources to meet normal working capital requirements and to temporarily finance capital expenditures. We may also issue long-term debt and equity to fund capital expenditures and to maintain our capital structure within our target capital structure range. We maintain an effective shelf registration statements with the SEC for the issuance of shares of common stock in various types of equity offerings, including the DRIP and previously, shares of common stock under an ATM equity program. Depending on our capital needs and subject to market conditions, in addition to other possible debt and equity offerings, we may consider issuing additional shares under the direct share purchase component of the DRIP.

Our energy businesses are weather-sensitive and seasonal. We normally generate a large portion of our annual net income and subsequent increases in our accounts receivable in the first and fourth quarters of each year due to significant volumes of natural gas, electricity, and propane delivered by our distribution operations, and our natural gas transmission operations to customers during the peak-heating season. In addition, our natural gas and propane inventories, which usually peak in the fall months, are largely drawn down in the heating season and provide a source of cash as the inventory is used to satisfy winter sales demand.

Capital expenditures for investments in new or acquired plant and equipment are our largest capital requirements. Our capital expenditures were \$144.8 million for the nine months ended September 30, 2023. In the table below, we have provided the range of our forecasted capital expenditures for 2023 (excluding the FCG acquisition which is expected to close prior to year-end 2023):

<i>(in thousands)</i>	2023	
	Low	High
Regulated Energy:		
Natural gas distribution	\$ 89,000	\$ 100,000
Natural gas transmission	50,000	60,000
Electric distribution	13,000	15,000
Total Regulated Energy	152,000	175,000
Unregulated Energy:		
Propane distribution	15,000	16,000
Energy transmission	8,000	9,000
Other unregulated energy	23,000	27,000
Total Unregulated Energy	46,000	52,000
Other:		
Corporate and other businesses	2,000	3,000
Total Other	2,000	3,000
Total 2023 Forecasted Capital Expenditures	\$ 200,000	\$ 230,000

The 2023 forecast, excluding acquisitions, includes capital expenditures associated with the following: Pipeline expansions related to the Eastern Shore Southern Expansion project, the Florida Beachside Pipeline, the Wildlight pipeline expansion, other small pipeline expansion opportunities and continued distribution system expansions including the Wildlight development in Florida. Furthermore, the 2023 forecast includes continued expenditures under, the capital cost surcharge program as well as information technology system enhancements, and other strategic initiatives and investments.

Given the magnitude of the FCG acquisition, the Company will surpass its capital expenditures guidance range two years early. Additionally, as a result of the Company's most recent 5-year strategic plan review where it revisited growth projections over the next five years for its legacy businesses and with the increased scale and investment opportunities related to the planned acquisition of FCG, the Company announced new capital expenditure guidance for the five-year period ended 2028 that will range from \$1.5 billion to \$1.8 billion.

The capital expenditure projection is subject to continuous review and modification. Actual capital requirements may vary from the above estimates due to a number of factors, including changing economic conditions, supply chain disruptions, capital delays that are greater than currently anticipated, customer growth in existing areas, regulation, new growth or acquisition opportunities and availability of capital and other factors discussed in Item 1A. Risk Factors in our 2022 Annual Report on Form 10-K. Historically, actual capital expenditures have typically lagged behind the budgeted amounts. The timing of capital expenditures can vary based

on delays in regulatory approvals, securing environmental approvals and other permits. The regulatory application and approval process has lengthened in the past few years, and we expect this trend to continue.

Capital Structure

We are committed to maintaining a sound capital structure and strong credit ratings. This commitment, along with adequate and timely rate relief for our regulated energy operations, is intended to ensure our ability to attract capital from outside sources at a reasonable cost, which will benefit our customers, creditors, employees and stockholders.

The following table presents our capitalization, excluding and including short-term borrowings, as of September 30, 2023 and December 31, 2022:

<i>(in thousands)</i>	September 30, 2023		December 31, 2022	
Long-term debt, net of current maturities	\$ 643,801	43 %	\$ 578,388	41 %
Stockholders' equity	866,677	57 %	832,801	59 %
Total capitalization, excluding short-term debt	\$ 1,510,478	100 %	\$ 1,411,189	100 %

<i>(in thousands)</i>	September 30, 2023		December 31, 2022	
Short-term debt	\$ 118,570	7 %	\$ 202,157	12 %
Long-term debt, including current maturities	663,801	40 %	599,871	37 %
Stockholders' equity	866,677	53 %	832,801	51 %
Total capitalization, including short-term debt	\$ 1,649,048	100 %	\$ 1,634,829	100 %

Our target ratio of equity to total capitalization, including short-term borrowings, is between 50 and 60 percent. Our equity to total capitalization ratio, including short-term borrowings, was 53 percent as of September 30, 2023. We seek to align permanent financing with the in-service dates of our capital projects. We may utilize more temporary short-term debt when the financing cost is attractive as a bridge to the permanent long-term financing or if the equity markets are volatile.

During the first nine months of 2023, there were no issuances under the DRIP. In 2022, we issued less than 0.1 million shares at an average price per share of \$136.26 and received net proceeds of \$4.5 million under the DRIP.

Shelf Agreements

We have entered into Shelf Agreements with Prudential and MetLife, whom are under no obligation to purchase any unsecured debt. In February 2023, we amended both Shelf Agreements which expanded the total borrowing capacity and extended the term of the agreements for an additional three years from the effective date. The following table summarizes our Shelf Agreements at September 30, 2023:

<i>(in thousands)</i>	Total Borrowing Capacity	Less: Amount of Debt Issued	Less: Unfunded Commitments	Remaining Borrowing Capacity
Shelf Agreement ⁽¹⁾				
Prudential Shelf Agreement	\$ 405,000	\$ (300,000)	\$ —	\$ 105,000
MetLife Shelf Agreement	200,000	(50,000)	—	150,000
Total Shelf Agreements as of September 30, 2023	\$ 605,000	\$ (350,000)	\$ —	\$ 255,000

⁽¹⁾ The Prudential and MetLife Shelf Agreements both expire in February 2026.

The Uncollateralized Senior Notes set forth certain business covenants to which we are subject when any note is outstanding, including covenants that limit or restrict our ability, and the ability of our subsidiaries, to incur indebtedness, or place or permit liens and encumbrances on any of our property or the property of our subsidiaries.

Short-term Borrowings

We are authorized by our Board of Directors to borrow up to \$375.0 million of short-term debt, as required. At September 30, 2023 and December 31, 2022, we had \$118.6 million and \$202.2 million, respectively, of short-term borrowings outstanding at a weighted average interest rate of 5.61 percent and 5.04 percent respectively. Borrowings outstanding under the sustainable investment sublimit of the 364-day tranche amounted to \$9.4 million at September 30, 2023.

In October 2023, August 2023 and August 2022, we entered into amendments to our Revolver which resulted in modifications to both tranches of the facility. The amendment in October 2023, allowed for a change in our funded indebtedness ratio from 65 percent to 70 percent during the quarter in which the acquisition of FCG is consummated and the quarter subsequent to the closing of the acquisition. The amendment in August 2023 served to renew the 364-day tranche of the Revolver, providing for \$175.0 million of short-term debt capacity. Additionally, this amendment provided for the following: borrowings under the 364 days facility shall now bear interest (i) based upon SOFR, plus a 10-basis point credit spread adjustment, and an applicable margin of 1.05 percent or less, with such margin based on total indebtedness as a percentage of total capitalization or (ii) the base rate, as selected by our discretion. Further, this amendment provided that borrowings under the 364 days green loan shall now bear interest at (i) SOFR rate plus a 10-basis point credit spread adjustment and an applicable margin of 1.00 percent or less, with such margin based on total indebtedness as a percentage of total capitalization or (ii) the base rate plus 0.05 percent or less, as selected by our discretion. The amendment entered into in August 2022 served to reset the benchmark interest rate to SOFR and to eliminate a previous covenant which capped our investment limit to \$150.0 million for investments where we maintain less than 50 percent ownership.

The 364-day tranche of the Revolver expires in August 2024 and the five-year tranche expires in August 2026, both of which are available to fund our short-term cash needs to meet seasonal working capital requirements and to temporarily fund portions of our capital expenditures. Borrowings under both tranches of the Revolver are subject to a pricing grid, including the commitment fee and the interest rate charged based upon our total indebtedness to total capitalization ratio for the prior quarter. As of September 30, 2023, the pricing under the 364-day tranche of the Revolver included an unused commitment fee of 9 basis points and maintains an interest rate of 75 basis points over SOFR plus a 10 basis point SOFR adjustment. As of September 30, 2023, the pricing under the five-year tranche of the Revolver included an unused commitment fee of 9 basis points and an interest rate of 95 basis points over SOFR plus a 10 basis point SOFR adjustment.

The availability of funds under the Revolver is subject to conditions specified in the credit agreement, all of which we currently satisfy. These conditions include our compliance with financial covenants and the continued accuracy of representations and warranties contained in the Revolver's loan documents. We are required by the financial covenants in the Revolver to maintain, at the end of each fiscal year, a funded indebtedness ratio of no greater than 65 percent. As of September 30, 2023, we were in compliance with this covenant.

Our total available credit under the Revolver at September 30, 2023 was \$250.5 million. As of September 30, 2023, we had issued \$5.9 million in letters of credit to various counterparties under the Revolver. These letters of credit are not included in the outstanding short-term borrowings and we do not anticipate that they will be drawn upon by the counterparties. The letters of credit reduce the available borrowings under the Revolver.

In connection with our acquisition of FCG, we entered into a 364-day Bridge Facility commitment with Barclays Bank PLC for up to \$965.0 million. In October 2023, the Bridge Facility commitment was extended to include additional lending parties.

For additional information on interest rate swaps related to our short-term borrowings, see Note 12, *Derivative Instruments*.

Long-Term Debt

On March 14, 2023 we issued 5.43 percent Senior Notes due March 14, 2038 in the aggregate principal amount of \$80.0 million. We used the proceeds received from the issuances of the Senior Notes to reduce short-term borrowings under our Revolver credit facility and to fund capital expenditures. These Senior Notes have similar covenants and default provisions as our other Senior Notes, and have an annual principal payment beginning in the sixth year after the issuance.

Cash Flows

The following table provides a summary of our operating, investing and financing cash flows for the nine months ended September 30, 2023 and 2022:

<i>(in thousands)</i>	Nine Months Ended September 30,	
	2023	2022
Net cash provided by (used in):		
Operating activities	\$ 183,347	\$ 136,010
Investing activities	(135,743)	(97,127)
Financing activities	(52,015)	(41,379)
Net (decrease) increase in cash and cash equivalents	(4,411)	(2,496)
Cash and cash equivalents—beginning of period	6,204	4,976
Cash and cash equivalents—end of period	\$ 1,793	\$ 2,480

Cash Flows Provided by Operating Activities

Changes in our cash flows from operating activities are attributable primarily to changes in net income, adjusted for non-cash items such as depreciation and amortization, changes in deferred income taxes, share-based compensation expense and working capital. Working capital requirements are determined by a variety of factors, including weather, the prices of natural gas, electricity and propane, the timing of customer collections, payments for purchases of natural gas, electricity and propane, and deferred fuel cost recoveries.

During the nine months ended September 30, 2023, net cash provided by operating activities was \$183.3 million. Operating cash flows were primarily impacted by the following:

- Net income, adjusted for non-cash adjustments, provided a \$126.0 million source of cash;
- Changes in net regulatory assets and liabilities due primarily to the change in fuel costs collected through the various cost recovery mechanisms resulted in a \$33.5 million source of cash;
- Other working capital changes, impacted primarily by a reduction in net receivables and propane inventory levels, resulted in a \$15.5 million source of cash; and
- An increased level of deferred taxes associated with incremental tax depreciation from growth investments resulted in a source of cash of \$8.3 million.

Cash Flows Used in Investing Activities

Net cash used in investing activities totaled \$135.7 million during the nine months ended September 30, 2023, largely driven by \$137.7 million for new capital expenditures.

Cash Flows Used in Financing Activities

Net cash used in financing activities totaled \$52.0 million during the nine months ended September 30, 2023 and included the following:

- Net repayments under the Revolver of \$81.7 million;
- A use of cash of \$29.5 million for dividend payments in 2023; partially offset by
- A net increase in long-term debt borrowings of \$63.8 million to permanently finance investment in growth initiatives.

Off-Balance Sheet Arrangements

The Board of Directors has authorized us to issue corporate guarantees securing obligations of our subsidiaries and to obtain letters of credit securing our subsidiaries' obligations. The maximum authorized liability under such guarantees and letters of credit as of September 30, 2023 was \$20.0 million. The aggregate amount guaranteed related to our subsidiaries at September 30, 2023 was \$14.2 million, with the guarantees expiring on various dates through August 2024. In addition, the Board has authorized us to issue specific purpose corporate guarantees. The amount of specific purpose guarantees outstanding at September 30, 2023 was \$4.0 million.

As of September 30, 2023, we have issued letters of credit totaling approximately \$5.9 million related to the electric transmission services for FPU's electric division, the firm transportation service agreement between TETLP and our Delaware and Maryland divisions, to our current and previous primary insurance carriers. These letters of credit have various expiration dates through September 2024. We have not drawn upon these letters of credit as of September 30, 2023 and do not anticipate that the counterparties will draw upon these letters of credit. We expect that they will be renewed to the extent necessary in the future. Additional information is presented in Note 7, *Other Commitments and Contingencies*, in the condensed consolidated financial statements.

Contractual Obligations

There has been no material change in the contractual obligations presented in our 2022 Annual Report on Form 10-K, except for commodity purchase obligations entered into in the ordinary course of our business. The following table summarizes commodity purchase contract obligations at September 30, 2023:

	Payments Due by Period				Total
	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years	
<i>(in thousands)</i>					
Purchase obligations - Commodity ⁽¹⁾	\$ 45,743	\$ —	\$ —	\$ —	\$ 45,743
Total	\$ 45,743	\$ —	\$ —	\$ —	\$ 45,743

⁽¹⁾ In addition to the obligations noted above, we have agreements with commodity suppliers that have provisions with no minimum purchase requirements. There are no monetary penalties for reducing the amounts purchased; however, the propane contracts allow the suppliers to reduce the amounts available in the winter season if we do not purchase specified amounts during the summer season. Under these contracts, the commodity prices will fluctuate as market prices fluctuate.

Rates and Regulatory Matters

Our natural gas distribution operations in Delaware, Maryland and Florida and electric distribution operation in Florida are subject to regulation by the respective state PSC; Eastern Shore is subject to regulation by the FERC; and Peninsula Pipeline and Aspire Energy Express, our intrastate pipeline subsidiaries, are subject to regulation (excluding cost of service) by the Florida PSC and Public Utilities Commission of Ohio, respectively. We regularly are involved in regulatory matters in each of the jurisdictions in which we operate. Our significant regulatory matters are fully described in Note 5, *Rates and Other Regulatory Activities*, to the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Recent Authoritative Pronouncements on Financial Reporting and Accounting

Recent accounting developments, applicable to us, and their impact on our financial position, results of operations and cash flows are described in Note 1, *Summary of Accounting Policies*, to the condensed consolidated financial statements in this Quarterly Report on Form 10-Q.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

INTEREST RATE RISK

Long-term debt is subject to potential losses based on changes in interest rates. We evaluate whether to refinance existing debt or permanently refinance existing short-term borrowings based in part on the fluctuation in interest rates. Increases in interest rates expose us to potential increased costs we could incur when we (i) issue new debt instruments or (ii) provide financing and liquidity for our business activities. We utilize interest rate swap agreements to mitigate short-term borrowing rate risk. Additional information about our long-term debt and short-term borrowing is disclosed in Note 14, *Long-Term Debt*, and Note 15, *Short-Term Borrowings*, respectively, in the condensed consolidated financial statements.

COMMODITY PRICE RISK

Regulated Energy Segment

We have entered into agreements with various wholesale suppliers to purchase natural gas and electricity for resale to our customers. Our regulated energy distribution businesses that sell natural gas or electricity to end-use customers have fuel cost recovery mechanisms authorized by the respective PSCs that allow us to recover all of the costs prudently incurred in purchasing natural gas and electricity for our customers. Therefore, our regulated energy distribution operations have limited commodity price risk exposure.

Unregulated Energy Segment

Our propane operations are exposed to commodity price risk as a result of the competitive nature of retail pricing offered to our customers. In order to mitigate this risk, we utilize propane storage activities and forward contracts for supply.

We can store up to approximately 8.7 million gallons of propane (including leased storage and rail cars) during the winter season to meet our customers' peak requirements and to serve metered customers. Decreases in the wholesale price of propane may cause the value of stored propane to decline, particularly if we utilize fixed price forward contracts for supply. To mitigate the risk of propane commodity price fluctuations on the inventory valuation, we have adopted a Risk Management Policy that allows our propane distribution operation to enter into fair value hedges, cash flow hedges or other economic hedges of our inventory.

Aspire Energy is exposed to commodity price risk, primarily during the winter season, to the extent we are not successful in balancing our natural gas purchases and sales and have to secure natural gas from alternative sources at higher spot prices. In order to mitigate this risk, we procure firm capacity that meets our estimated volume requirements and we continue to seek out new producers in order to fulfill our natural gas purchase requirements.

The following table reflects the changes in the fair market value of financial derivatives contracts related to propane purchases and sales from December 31, 2022 to September 30, 2023:

<i>(in thousands)</i>	Balance at December 31, 2022	(Decrease) in Fair Market Value	Less Amounts Settled	Balance at September 30, 2023
Sharp	\$ 1,507	\$ (910)	\$ 278	\$ 875

There were no changes in methods of valuations during the nine months ended September 30, 2023.

The following is a summary of fair market value of financial derivatives as of September 30, 2023, by method of valuation and by maturity for each fiscal year period.

<i>(in thousands)</i>	2023	2024	2025	2026	Total Fair Value
Price based on Mont Belvieu - Sharp	\$ 590	\$ 235	\$ 56	\$ (6)	\$ 875

WHOLESALE CREDIT RISK

The Risk Management Committee reviews credit risks associated with counterparties to commodity derivative contracts prior to such contracts being approved.

Additional information about our derivative instruments is disclosed in Note 12, *Derivative Instruments*, in the condensed consolidated financial statements.

INFLATION

Inflation affects the cost of supply, labor, products and services required for operations, maintenance and capital improvements. To help cope with the effects of inflation on our capital investments and returns, we periodically seek rate increases from regulatory commissions for our regulated operations and closely monitor the returns of our unregulated energy business operations. To compensate for fluctuations in propane gas prices, we adjust propane sales prices to the extent allowed by the market.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Chief Executive Officer and Chief Financial Officer of Chesapeake Utilities, with the participation of other Company officials, have evaluated our “disclosure controls and procedures” (as such term is defined under Rules 13a-15(e) and 15d-15(e), promulgated under the Securities Exchange Act of 1934, as amended) as of September 30, 2023. Based upon their evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of September 30, 2023.

Changes in Internal Control over Financial Reporting

During the quarter ended September 30, 2023, there was no change in our internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION**Item 1. Legal Proceedings**

As disclosed in Note 7, *Other Commitments and Contingencies*, of the condensed consolidated financial statements in this Quarterly Report on Form 10-Q, we are involved in certain legal actions and claims arising in the normal course of business. We are also involved in certain legal and administrative proceedings before various governmental or regulatory agencies concerning rates and other regulatory actions. In the opinion of management, the ultimate disposition of these proceedings and claims will not have a material effect on our condensed consolidated financial position, results of operations or cash flows.

Item 1A. Risk Factors

Our business, operations, and financial condition are subject to various risks and uncertainties. The risk factors described in Part I, “Item 1A. Risk Factors” in our Annual Report on Form 10-K, for the year ended December 31, 2022, should be carefully considered, together with the other information contained or incorporated by reference in this Quarterly Report on Form 10-Q and in our other filings with the SEC in connection with evaluating Chesapeake Utilities, our business and the forward-looking statements contained in this Quarterly Report on Form 10-Q.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities***Company Purchases of Equity Securities***

Share repurchases during the three months ended September 30, 2023 were as follows:

<u>Period</u>	<u>Total Number of Shares Purchased</u>	<u>Average Price Paid per Share</u>	<u>Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs ⁽²⁾</u>	<u>Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs ⁽²⁾</u>
July 1, 2023 through July 31, 2023 ⁽¹⁾	547	\$ 118.91	—	—
August 1, 2023 through August 31, 2023	—	—	—	—
September 1, 2023 through September 30, 2023	—	—	—	—
Total	<u>547</u>	<u>\$ 118.91</u>	<u>—</u>	<u>—</u>

⁽¹⁾ Chesapeake Utilities purchased shares of common stock on the open market for the purpose of reinvesting the dividend on shares held in the Rabbi Trust accounts for certain directors and senior executives under the Non-Qualified Deferred Compensation Plan. The Non-Qualified Deferred Compensation Plan is discussed in detail in Item 8 under the heading “Notes to the Consolidated Financial Statements—Note 16, *Employee Benefit Plans*,” in our latest Annual Report on Form 10-K for the year ended December 31, 2022.

⁽²⁾ Except for the purposes described in Footnote (1), Chesapeake Utilities has no publicly announced plans or programs to repurchase its shares.

Item 3. Defaults upon Senior Securities

None.

Item 5. Other Information

During the three months ended September 30, 2023, no director or officer of the Company adopted or terminated a “Rule 10b5-1 trading arrangement” or “non-Rule 10b5-1 trading arrangement,” as each term is defined in Item 408(a) of Regulation S-K.

Item 6. Exhibits

10.1*	Second Amendment to Amended and Restated Credit Agreement, dated August 9, 2023, by and between Chesapeake Utilities Corporation and PNC Bank, National Association
10.2*	Commitment Letter for Bridge Facility, dated September 26, 2023, by and between Chesapeake Utilities Corporation and Barclays Bank PLC
10.3*	Third Amendment to Amended and Restated Credit Agreement, dated October 13, 2023, by and between Chesapeake Utilities Corporation and PNC Bank, National Association
31.1*	Certificate of Chief Executive Officer of Chesapeake Utilities Corporation pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
31.2*	Certificate of Chief Financial Officer of Chesapeake Utilities Corporation pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.
32.1*	Certificate of Chief Executive Officer of Chesapeake Utilities Corporation pursuant to 18 U.S.C. Section 1350.
32.2*	Certificate of Chief Financial Officer of Chesapeake Utilities Corporation pursuant to 18 U.S.C. Section 1350.
101.INS*	XBRL Instance Document.
101.SCH*	XBRL Taxonomy Extension Schema Document.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document.
101.LAB*	XBRL Taxonomy Extension Label Linkbase Document.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document.
104	Cover Page Interactive Data File - formatted in Inline XBRL and contained in Exhibit 101

*Filed herewith

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHESAPEAKE UTILITIES CORPORATION

/s/ BETH W. COOPER

Beth W. Cooper
Executive Vice President, Chief Financial Officer, Treasurer and
Assistant Corporate Secretary

Date: November 2, 2023

EXECUTION VERSION

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This **SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this "Amendment") dated as of August 9, 2023, is made among **CHESAPEAKE UTILITIES CORPORATION**, a Delaware corporation (the "Borrower"), **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (as defined in the Existing Credit Agreement described below) (in such capacity, the "Administrative Agent"), and each of the Lenders signatory hereto. Each capitalized term used and not otherwise defined in this Amendment has the definition specified in the Amended Credit Agreement described below.

RECITALS:

A. The Borrower, the Administrative Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of August 12, 2021, (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of August 11, 2022 and as may be further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"), pursuant to which the Lenders have made available to the Borrower (i) a five-year revolving credit facility in an aggregate principal amount not to exceed \$200,000,000, including therein a swing loan subfacility and a letter of credit subfacility and (ii) a 364-day revolving credit facility in an aggregate principal amount not to exceed \$200,000,000.

B. The Borrower has requested that the Administrative Agent and the Lenders amend the Existing Credit Agreement in such a manner that, upon giving effect to such amendments, the Existing Credit Agreement as so amended would contain the terms, covenants, conditions and other provisions as contained in the form set forth as Annex A to this Amendment (the Existing Credit Agreement, as amended hereby, the "Amended Credit Agreement").

C. The Administrative Agent and each Lender signatory hereto are willing to so amend the Existing Credit Agreement on the terms and conditions set forth herein.

In consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Existing Credit Agreement. Subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties of the Borrower made herein,
 - (a) The Existing Credit Agreement (other than the annexes, schedules and the exhibits attached thereto) is hereby amended so that, as amended, it shall read as set forth in, and shall have the terms, covenants, conditions and other provisions of, the Amended Credit Agreement, the terms, covenants, conditions and other provisions of which Amended Credit Agreement are hereby incorporated by reference into this Amendment as if fully set forth herein. The parties hereto acknowledge and agree that each amendment to the Existing Credit Agreement reflected in the Amended Credit Agreement is and shall be effective as if individually specified in this Amendment (the parties further acknowledging that amending the Existing Credit Agreement by reference to the Amended Credit Agreement provides a convenience to the parties to permit the amended terms to be read in the context of the full Amended Credit Agreement), and that this Amendment is not a novation of the Existing Credit Agreement, any other Loan Document or of any Indebtedness or other obligations thereunder or in respect thereof.
 - (b) Schedule 1.1(B) (Commitments of Lenders and Addresses for Notices) to the Existing Credit Agreement is hereby amended and restated in its entirety as set forth in Annex B attached hereto.
2. 364-Day Revolving Credit Commitments and Outstanding Amounts. Simultaneously with the Amendment Effective Date (as defined herein), the parties hereby agree that (i) the 364-Day Revolving Credit Commitment of each of the 364-Day Revolver Lenders shall be as set forth in Schedule 1.1(B) to the Amended Credit Agreement attached as Annex B hereto, and the outstanding amount of the 364-Day Revolving Credit Loans, if any (without giving effect to any borrowings under the Existing Credit Agreement on the Amendment Effective Date, but after giving effect to any repayment or reduction of any 364-Day Revolving Credit Loan with the

proceeds of any applicable sources) shall be reallocated in accordance with such 364-Day Revolving Credit Commitments and (ii) the requisite assignments made in connection with such 364-Day Revolving Credit Commitments shall be deemed to be made in such amounts among the 364-Day Revolver Lenders and from each 364-Day Revolver Lender to each other 364-Day Revolver Lender (and to 364-Day Revolver Lenders from existing lenders under the Existing Credit Agreement who elect not to continue to be 364-Day Revolver Lenders under the Amended Credit Agreement (“Exiting 364-Day Revolver Lenders”), with the same force and effect as if such assignments were evidenced by an applicable Assignment and Assumption, but without the payment of any related assignment fee or the execution of any Assignment and Assumption. On the Amendment Effective Date, the 364-Day Revolver Lenders shall make full cash settlement with one another, either directly or through the Administrative Agent, as the Administrative Agent may direct or approve, with respect to all assignments, reallocations and other changes in 364-Day Revolving Credit Commitments and outstanding amounts and with any Exiting 364-Day Revolver Lender (and the Lenders agree to any non-pro rata payments made to such Exiting 364-Day Revolver Lender in connection therewith), such that after giving effect to such settlements the 364-Day Revolving Credit Commitment of each 364-Day Revolver Lender shall be as set forth on Schedule 1.1(B) to the Amended Credit Agreement attached as Annex B hereto. Upon the Amendment Effective Date, each undersigned Exiting 364-Day Revolver Lender shall cease to be a Lender under the Credit Agreement and agrees that its 364-Day Revolving Credit Commitment under the Existing Credit Agreement shall be deemed to be assigned to the other Lenders in accordance with Schedule 1.1(B) attached as Annex B hereto, with such assignment being deemed to occur simultaneously with the Amendment Effective Date and prior to the amendments set forth herein.

3. Effectiveness; Conditions Precedent. This Amendment, and the amendments contained herein, shall not be effective until the satisfaction of each of the following conditions precedent (the date the following conditions precedent are satisfied being referred to as the “Amendment Effective Date”):
- (a) The Administrative Agent shall have received each of the following in form and substance satisfactory to the Administrative Agent and each of which (unless otherwise specified) shall be original copies or telecopies promptly followed by original copies:
 - (i) A certificate of the Borrower signed by an Authorized Officer, dated the Amendment Effective Date certifying as to the representations and warranties set forth in Section 4.
 - (ii) A certificate dated the Amendment Effective Date and signed by the Secretary or an Assistant Secretary of the Borrower, certifying as appropriate as to: (x) all action taken by the Borrower to validly authorize, duly execute and deliver this Amendment and any other Loan Documents executed and delivered in connection with this Amendment, and attaching copies of such resolution or other corporate or organizational action; (y) the names, authority and capacity of the Authorized Officers authorized to sign this Amendment and the other Loan Documents and their true signatures; and (z) copies of its organizational documents as in effect on the Amendment Effective Date certified as of a sufficiently recent date prior to the Amendment Effective Date by the appropriate state official where such documents are filed in a state office together with certificates from the appropriate state officials as to due organization and the continued valid existence, good standing and qualification to engage in its business of the Borrower in the state of its organization and in each state where conduct of business or ownership or lease of properties or assets requires such qualification, except to the extent that the failure to be so qualified could not reasonably be expected to result in a Material Adverse Change;
 - (iii) This Amendment and any other Loan Documents executed and delivered in connection with this Amendment signed by an Authorized Officer in a sufficient number of counterparts for delivery to each Lender and the Administrative Agent, and this Amendment signed by the Administrative Agent and each Lender;
 - (iv) A written opinion of counsel for the Borrower, dated the Second Amendment Effective Date addressed to the Administrative Agent and each Lender and in form and substance satisfactory to the Administrative Agent;

- (v) A Lien search in acceptable scope and with acceptable results;
 - (vi) Evidence that all Indebtedness (other than such Indebtedness permitted under Section 9.1 of the Amended Credit Agreement) of the Borrower shall have been paid in full and the commitments thereunder terminated and that all necessary termination statements, release statements and other releases in connection with all Liens securing such Indebtedness (other than such Liens permitted under Section 9.2 of the Amended Credit Agreement) have been filed or satisfactory arrangements have been made for such filing (including payoff letters, if applicable, in form and substance reasonably satisfactory to the Administrative Agent);
 - (vii) City National Bank and Truist Bank, as Exiting 364-Day Revolver Lenders, shall have received (or substantially concurrently with the Amendment Effective Date will receive) payment in full for all Obligations owing to them as Exiting 364-Day Revolver Lenders under the Existing Credit Agreement on the Amendment Effective Date; and
 - (viii) Such other documents in connection with this Amendment as the Administrative Agent or its counsel may reasonably request.
- (b) The Administrative Agent and each Lender shall have received, in form and substance acceptable to the Administrative Agent and each Lender an executed Certificate of Beneficial Ownership (to the extent requested by the Administrative Agent or the Lenders) and such other documentation and other information requested in connection with applicable “know your customer” rules and regulations and other Anti-Terrorism Laws, including the USA PATRIOT Act.
 - (c) The Borrower shall have paid all fees and expenses payable on or before the Second Amendment Effective as required by any Loan Document.
 - (d) There has been no event or circumstance since the date of the last audited financial statements of the Borrower that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Change.

Without limiting the generality of the provisions of the last paragraph of Section 11.3 of the Existing Credit Agreement or the Amended Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto.

4. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and such Lenders as follows:
- (a) The representations and warranties of the Borrower are true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event they are true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in Section 6.6 of the Amended Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 of the Existing Credit Agreement;
 - (b) No Event of Default or Potential Default has occurred and is continuing or would result after giving effect to this Amendment;
 - (c) No Material Adverse Change has occurred since the date of the last audited financial statements of the Borrower delivered to the Administrative Agent;

- (d) This Amendment has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms;
 - (e) The Borrower is in compliance with each of the covenants and conditions set forth in the Amended Credit Agreement;
 - (f) There has been no material adverse change from any certificate, report, statement, agreement or other document or other written information previously supplied to the Administrative Agent or the Lenders furnished by or on behalf of the Borrower in connection with the transactions contemplated by this Amendment or the other Loan Documents; and
 - (g) All material consents, licenses and approvals required for the execution, delivery and performance by the Borrower of this Amendment and the other Loan Documents and the enforceability of this Amendment and the other Loan Documents against the Borrower is in full force and effect and none other is so required or necessary, and there exists no legal or regulatory prohibitions or restrictions to this Amendment or the other transactions contemplated herein.
5. Entire Agreement. This Amendment, together with all the Loan Documents (collectively, the “Relevant Documents”), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 12.1 of the Amended Credit Agreement.
 6. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Existing Credit Agreement, the Amended Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms. The parties hereto acknowledge and agree that the amendments contained herein do not constitute a novation of the Existing Credit Agreement, the other Loan Documents or the Indebtedness described therein and shall not affect, diminish or abrogate any Borrower’s liability under the Existing Credit Agreement, the Amended Credit Agreement or any other Loan Document.
 7. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means (i.e., in “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart of this Amendment.
 8. Governing Law; Jurisdiction, Etc. THIS AMENDMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, AND SHALL BE FURTHER SUBJECT TO THE PROVISIONS OF SECTION 12.12 OF THE AMENDED CREDIT AGREEMENT.
 9. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.
 10. Ratification and Confirmation of Loan Documents. Borrower hereby consents to, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Loan Documents (including, without limitation, the continuation of Borrower’s payment and performance obligations thereunder) and the enforceability of each Loan Document against

Borrower in accordance with its terms, in each case upon and after the effectiveness of this Amendment and the amendments contemplated hereby.

11. References. All references in any of the Loan Documents to the “Credit Agreement” shall mean the Amended Credit Agreement.
12. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrower the Administrative Agent and each Lender, and their respective successors and assignees to the extent such assignees are permitted assignees as provided in Section 12.9 of the Amended Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

BORROWER:

CHESAPEAKE UTILITIES CORPORATION

By

Name: Beth W. Cooper

Title: Executive Vice President, Chief Financial Officer, Treasurer and
Assistant Corporate Secretary

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT SIGNATURE PAGE
CHESAPEAKE UTILITIES CORPORATION

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent, a 5-Year Revolver Lender and a 364-Day Revolver
Lender

By:

Name: Rachel Kozemchak

Title: Assistant Vice President

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT SIGNATURE PAGE
CHESAPEAKE UTILITIES CORPORATION

BANK OF AMERICA, N.A., as a 5-Year Revolver Lender

By:

Name: Robert D. Davis, III

Title: Vice-President

CITIZENS BANK, N.A., as a 5-Year Revolver Lender and a 364-Day Revolver Lender

By: Name: Cindy Tentarelli Title: Sr. Vice President / Portfolio Manager

TRUIST BANK, as a 5-Year Revolver Lender and an Existing 364-Day Revolver Lender

By: Name: Catherine Strickland Title: Vice President

WELLS FARGO BANK, NATIONAL

ASSOCIATION, as a 5-Year Revolver Lender and a 364-Day Revolver Lender

By: Name: Whitney Shellenberg

Title: Vice President

ROYAL BANK OF CANADA, as a 5-Year Revolver Lender and a 364-Day Revolver Lender

By:

Name: Martina Wellik

Title: Authorized Signatory

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT SIGNATURE PAGE
CHESAPEAKE UTILITIES CORPORATION

CITY NATIONAL BANK, as a 5-Year Revolver Lender and an
Exiting 364-Day Revolver Lender

By:

Name:

Title:

SECOND AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT SIGNATURE PAGE
CHESAPEAKE UTILITIES CORPORATION

Annex A

Amended Credit Agreement

[See Attached]

Annex A

Deal CUSIP Number: 16530HAD9 5-Year Revolving
Credit CUSIP Number: 16530HAE7 364-Day Revolving Credit CUSIP
Number: 16530HAF4

**\$200,000,000 5-YEAR REVOLVING CREDIT FACILITY
\$200,000,000 364-DAY REVOLVING CREDIT FACILITY AMENDED AND
RESTATED CREDIT AGREEMENT¹**

**by and among CHESAPEAKE UTILITIES
CORPORATION**

and

THE LENDERS PARTY HERETO

and

**PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent, Swing Loan Lender and Issuing Lender**

**PNC CAPITAL MARKETS LLC,
and CITIZENS BANK, N.A.,
as Joint Lead Arrangers and Joint Bookrunners**

**CITIZENS BANK, N.A.,
as Syndication Agent and
PNC BANK, NATIONAL ASSOCIATION,
as Green Loan Coordinator Dated as of August 12, 2021**

¹ As amended by the First Amendment to Amended and Restated Credit Agreement dated August 11, 2022 and the Second Amendment to Amended and Restated Credit Agreement dated as of August 9, 2023.

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AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT (as hereafter amended, the “**Agreement**”) is dated as of August 12, 2021 and is made by and among CHESAPEAKE UTILITIES CORPORATION, a Delaware corporation (the “**Borrower**”), the LENDERS (as hereinafter defined), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders under this Agreement (hereinafter referred to in such capacity as the “**Administrative Agent**”), Swing Loan Lender and Issuing Lender.

The Borrower, PNC Bank, National Association, as administrative agent, and the lenders from time to time party thereto, entered into that certain Existing Credit Agreement (as defined herein).

The Borrower has requested the Lenders amend and restate the Existing Credit Agreement to provide (i) a five-year revolving credit facility to the Borrower in an aggregate principal amount not to exceed \$200,000,000, including therein a Swing Loan subfacility, a Letter of Credit subfacility and a 5-Year Revolver Green Loan subfacility and (ii) a 364-day revolving credit facility to the Borrower in an aggregate principal amount not to exceed \$200,000,000, including therein a 364-Day Revolver Green Loan subfacility.

In consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, the parties hereto covenant and agree that the Existing Credit Agreement is hereby amended and restated as follows:

ARTICLE 1 CERTAIN DEFINITIONS

1.1 Certain Definitions. In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the following meanings, respectively, unless the context hereof clearly requires otherwise:

“5-Year Revolver” shall mean the 5 year revolving loan facility provided pursuant to Article 2.

“5-Year Revolver Commitment Fee” shall have the meaning specified in Section 2.3(a) [Commitment Fees].

“5-Year Revolver Expiration Date” shall mean, with respect to the 5-Year Revolving Credit Commitments, August 12, 2026, as such date may be extended with respect to certain Lenders’ 5-Year Revolving Credit Commitments pursuant to Section 2.12 [Extension of Expiration Date].

“5-Year Revolver Green Loan” shall mean a 5-Year Revolving Credit Loan that is used, or the proceeds of which are used, solely for Specified Green Investment Projects pursuant to Section 8.7.

“5-Year Revolver Green Loan Sublimit” shall mean the 5-Year Revolver Lenders’ commitment to make 5-Year Revolver Green Loans to the Borrower pursuant to Section 2.1(d)(i) hereof in an aggregate principal amount up to \$50,000,000. The 5-Year Revolver Green Loan Sublimit is part of, and not in addition to, the aggregate 5-Year Revolving Credit Commitments.

“5-Year Revolver Lenders” shall mean the financial institutions named on Schedule 1.1(B) with a 5-Year Revolving Credit Commitment and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a 5-Year Revolver Lender.

“5-Year Revolver Ratable Share” shall mean with respect to a 5-Year Revolver Lender’s obligation to make 5-Year Revolving Credit Loans (including 5-Year Revolver Green Loans), participate in Letters of Credit and other Letter of Credit Obligations, participate in Swing Loans, and receive payments, interest, and fees related thereto and all other matters as to a particular 5-Year Revolver Lender, the percentage obtained by dividing (i) such 5-Year Revolver Lender’s 5-Year Revolving Credit Commitment, by (ii) the sum of the aggregate amount of the 5-Year Revolving Credit Commitments of all 5-Year Revolver Lenders; provided however that if the 5-Year Revolving Credit Commitments have terminated or expired, the computation in this clause shall be determined based upon the 5-Year Revolving Credit Commitments most recently in effect, giving effect to any assignments, and not on the current amount of the 5-Year Revolving Credit Commitments and provided further in the case of Section 2.10 [Defaulting Lenders] when a Defaulting Lender with respect to the 5-Year Revolver shall exist, “5-Year Revolver Ratable Share” shall mean the percentage of the aggregate 5-Year Revolving Credit Commitments (disregarding any such Defaulting Lender’s 5-Year Revolving Credit Commitment) represented by such 5-Year Revolver Lender’s 5-Year Revolving Credit Commitment.

“5-Year Revolving Credit Commitment” shall mean, as to any 5-Year Revolver Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(B) in the column labeled “Amount of 5-Year Revolving Credit Commitment,” as such 5-Year Revolving Credit Commitment is thereafter assigned or modified and 5-Year Revolving Credit Commitments shall mean the aggregate 5-Year Revolving Credit Commitments of all of the Lenders.

“5-Year Revolving Credit Loan Request” shall have the meaning specified in Section 2.5(a).

“5-Year Revolving Credit Loans” shall mean collectively and “5-Year Revolving Credit Loan” shall mean separately all 5-Year Revolving Credit Loans or any 5-Year Revolving Credit Loan made by the 5-Year Revolver Lenders or one of the 5-Year Revolver Lenders to the Borrower pursuant to Section 2.1 [Revolving Credit Commitments] or Section 2.9(c) [Disbursements, Reimbursement]. For the avoidance of doubt, a 5-Year Revolver Green Loan is a 5-Year Revolving Credit Loan.

“5-Year Revolving Facility Usage” shall mean at any time the sum of the outstanding 5-Year Revolving Credit Loans (including any 5-Year Revolver Green Loans), the outstanding Swing Loans and the Letter of Credit Obligations.

“364-Day Revolver” shall mean the 364 day revolving loan facility provided pursuant to Article 2.

“364-Day Revolver Commitment Fee” shall have the meaning specified in Section 2.3(b) [Commitment Fees].

“364-Day Revolver Expiration Date” shall mean, with respect to the 364-Day Revolving Credit Commitments, August 8, 2024, as such date may be extended with respect to certain Lenders’ 364-Day Revolving Credit Commitments pursuant to Section 2.12 [Extension of Expiration Date].

“364-Day Revolver Green Loan” shall mean a 364-Day Revolving Credit Loan that is used, or the proceeds of which are used, solely for Specified Green Investment Projects pursuant to Section 8.7.

“364-Day Revolver Green Loan Sublimit” shall mean the 364-Day Revolver Lenders’ commitment to make 364-Day Revolver Green Loans to the Borrower pursuant to

Section 2.1(d)(ii) hereof in an aggregate principal amount up to \$50,000,000. The 364-Day Revolver Green Loan Sublimit is part of, and not in addition to, the aggregate 364-Day Revolving Credit Commitments.

“364-Day Revolver Lenders” shall mean the financial institutions named on Schedule 1.1(B) with a 364-Day Revolving Credit Commitment and their respective successors and assigns as permitted hereunder, each of which is referred to herein as a 364-Day Revolver Lender.

“364-Day Revolver Ratable Share” shall mean with respect to a 364-Day Revolver Lender’s obligation to make 364-Day Revolving Credit Loans (including 364-Day Revolver Green Loans) and receive payments, interest, and fees related thereto and all other matters as to a particular 364-Day Revolver Lender, the percentage obtained by dividing (i) such 364-Day Revolver Lender’s 364-Day Revolving Credit Commitment, by (ii) the sum of the aggregate amount of the 364-Day Revolving Credit Commitments of all 364-Day Revolver Lenders; provided however that if the 364-Day Revolving Credit Commitments have terminated or expired, the computation in this clause shall be determined based upon the 364-Day Revolving Credit Commitments most recently in effect, giving effect to any assignments, and not on the current amount of the 364-Day Revolving Credit Commitments and provided further in the case of Section 2.10 [Defaulting Lenders] when a Defaulting Lender with respect to the 364-Day Revolver shall exist, “364-Day Revolver Ratable Share” shall mean the percentage of the aggregate 364-Day Revolving Credit Commitments (disregarding any such Defaulting Lender’s 364-Day Revolving Credit Commitment) represented by such 364-Day Revolver Lender’s 364-Day Revolving Credit Commitment.

“364-Day Revolving Credit Commitment” shall mean, as to any 364-Day Revolver Lender at any time, the amount initially set forth opposite its name on Schedule 1.1(B) in the column labeled “Amount of 364-Day Revolving Credit Commitment,” as such 364-Day Revolving Credit Commitment is thereafter assigned or modified and 364-Day Revolving Credit Commitments shall mean the aggregate 364-Day Revolving Credit Commitments of all of the Lenders.

“364-Day Revolving Credit Loan Request” shall have the meaning specified in Section 2.5(b).

“364-Day Revolving Credit Loans” shall mean collectively and 364-Day Revolving Credit Loan shall mean separately all 364-Day Revolving Credit Loans or any 364-Day Revolving Credit Loan made by the 364-Day Revolver Lenders or one of the 364-Day Revolver Lenders to the Borrower pursuant to Section 2.1 [Revolving Credit Commitments]. For the avoidance of doubt, a 364-Day Revolver Green Loan is a 364-Day Revolving Credit Loan.

“364-Day Revolving Facility Usage” shall mean at any time the outstanding 364-Day Revolving Credit Loans (including any 364-Day Revolver Green Loans).

“Acquisition” shall mean any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which the Borrower or any of its Subsidiaries (a) acquires any ongoing business or all or substantially all of the assets of any firm, corporation or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding ownership interests of a partnership or limited liability company.

“Additional Commitment Lender” shall have the meaning specified in Section 2.12(d) [Additional Commitment Lenders].

“Administrative Agent” shall mean PNC Bank, National Association, and its successors and assigns, in its capacity as administrative agent hereunder.

[Fees]. “Administrative Agent’s Fee” shall have the meaning specified in Section 2.3(c)

[Fees].

“Administrative Agent’s Letter” shall have the meaning specified in Section 2.3(c) “Administrative Questionnaire” shall mean an administrative questionnaire in a form supplied by the Administrative Agent.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” shall mean, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agent Parties” means as is specified in Section 12.6(d)(ii) [Notices; Effectiveness; Electronic Communication].

“Anti-Corruption Laws” shall mean United States Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, and any other similar anti-corruption Laws or regulations administered or enforced in any jurisdiction in which the Borrower or any of its Subsidiaries conduct business.

“Anti-Terrorism Law” shall mean any Law in force or hereinafter enacted related to terrorism, money laundering, or economic sanctions, including Executive Order No. 13224, the USA PATRIOT Act, the International Emergency Economic Powers Act, 50 U.S.C. 1701, et. seq., the Trading with the Enemy Act, 50 U.S.C. App. 1, et. seq., 18 U.S.C. § 2332d, and 18 U.S.C. § 2339B, and any regulations or directives promulgated under these provisions.

“Applicable Margin” shall mean the corresponding percentages per annum as set forth below based on the Total Indebtedness to Total Capitalization Ratio:

5-Year Revolving Credit Loans

Pricing Level	Total Indebtedness to Total Capitalization Ratio	5-Year Revolver Commitment Fee	Term SOFR Rate for 5-Year Revolver Green Loans +	Base Rate for 5-Year Revolver Green Loans +	Term SOFR Rate Loans/Daily Simple SOFR Loans/ Letter of Credit +	Base Rate +
I	Equal to or less than 45.0%	0.075%	0.850%	0.000%	0.900%	0.000%
II	Greater than 45.0% but equal to or less than 50.0%	0.090%	0.900%	0.000%	0.950%	0.000%
III	Greater than 50.0% but equal to or less than 55.0%	0.100%	0.950%	0.000%	1.000%	0.000%
IV	Greater than 55.0% but equal to or less than 60.0%	0.125%	1.075%	0.075%	1.125%	0.125%
V	Greater than 60.0%	0.175%	1.200%	0.200%	1.250%	0.250%

364-Day Revolving Credit Loans

Pricing Level	Total Indebtedness to Total Capitalization Ratio	364-Day Revolver Commitment Fee	Term SOFR Rate for 364-Day Revolver Green Loans +	Base Rate for 364-Day Revolver Green Loans +	Term SOFR Rate Loans +	Base Rate +
I	Equal to or less than 45.0%	0.075%	0.650%	0.000%	0.700%	0.000%
II	Greater than 45.0% but equal to or less than 50.0%	0.090%	0.700%	0.000%	0.750%	0.000%
III	Greater than 50.0% but equal to or less than 55.0%	0.100%	0.750%	0.000%	0.800%	0.000%
IV	Greater than 55.0% but equal to or less than 60.0%	0.125%	0.875%	0.000%	0.925%	0.000%
V	Greater than 60.0%	0.175%	1.000%	0.050%	1.050%	0.000%

The Applicable Margin shall be determined and adjusted quarterly on the date on which the Borrower is required to provide a Compliance Certificate pursuant to Section 8.12(a) [Certificates; Notices; Additional Information] for the most recently ended fiscal quarter of the Borrower (each such date, a “**Calculation Date**”); provided that (a) the Applicable Margin shall be based on Pricing Level II until the Calculation Date related to the Compliance Certificate delivered for the fiscal quarter ended June 30, 2021, and, thereafter the Pricing Level shall be determined by reference to the Total Indebtedness to Total Capitalization Ratio as of the last day of the most recently ended fiscal quarter of the Borrower preceding the applicable Calculation Date, and (b) if the Borrower fails to provide any Compliance Certificate when due as required by Section 8.12(a) [Certificates; Notices; Additional Information], the Applicable Margin from the date on which such Compliance Certificate was required to have been delivered shall be based on Pricing Level V until such time as such Compliance Certificate is delivered, at which time the Pricing Level shall be determined by reference to the Total Indebtedness to Total Capitalization Ratio as of the last day of the most recently ended fiscal quarter of the Borrower preceding such Calculation Date. The applicable Pricing Level shall be effective from one

Calculation Date until the next Calculation Date, except as provided in the preceding sentence. Any adjustment in the Pricing Level shall be applicable to all extensions of credit then existing or subsequently made or issued.

Notwithstanding the foregoing, in the event that any financial statement or Compliance Certificate delivered pursuant to Section 8.11(a) or (b) [Reporting Requirements] or Section 8.12(a) [Certificates; Notices; Additional Information] is shown to be inaccurate (regardless of whether

(i) this Agreement is in effect, (ii) any Commitments are in effect, or (iii) any Loan or Letter of Credit Obligation is outstanding when such inaccuracy is discovered or such financial statement or Compliance Certificate was delivered), and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an “**Applicable Period**”) than the Applicable Margin applied for such Applicable Period, then (A) the Borrower shall immediately deliver to the Administrative Agent a corrected Compliance Certificate for such Applicable Period,

(B) the Applicable Margin for such Applicable Period shall be determined as if the Total Indebtedness to Total Capitalization Ratio in the corrected Compliance Certificate were applicable for such Applicable Period, and (C) the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent (for the benefit of the applicable Lenders) the accrued additional interest and fees owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with Section 5.4 [Administrative Agent’s Clawback]. Nothing in this paragraph shall limit the rights of the Administrative Agent and Lenders with respect to Section 5.1 [Payments] or Section 10.2 [Consequences of Event of Default] nor any of their other rights under this Agreement or any other Loan Document. The Borrower’s obligations under this paragraph shall survive the termination of the Commitments and the repayment of all other Obligations hereunder.

“Approved Fund” shall mean any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Arrangers” shall, collectively, mean the Lead Arranger and Citizens Bank, in their capacities as joint lead arrangers and joint bookrunners.

“Assignment and Assumption” shall mean an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 12.9 [Successors and Assigns]), and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

“Authorized Officer” shall mean the Chief Executive Officer, President, Chief Financial Officer, Treasurer or Assistant Treasurer of the Borrower, or such other individuals, designated by written notice to the Administrative Agent from the Borrower, authorized to execute notices, reports and other documents on behalf of the Borrower required hereunder. The Borrower may amend such list of individuals from time to time by giving written notice of such amendment to the Administrative Agent.

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, rule, regulation or requirement for such EEA

Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Base Rate” means, for any day, a fluctuating per annum rate of interest equal to the highest of (i) the Overnight Bank Funding Rate, plus 0.5%, (ii) the Prime Rate, and (iii) Daily Simple SOFR, plus 1.00%, so long as Daily Simple SOFR is offered, ascertainable and not unlawful; provided, however, if the Base Rate as determined above would be less than one percent (1.00%), then such rate shall be deemed to be one percent (1.00%). Any change in the Base Rate (or any component thereof) shall take effect at the opening of business on the day such change occurs. Notwithstanding anything to the contrary contained herein, in the case of any event specified in Section 4.4(a) [Unascertainable; Increased Costs] or Section 4.4(b) [Illegality], to the extent any such determination affects the calculation of Base Rate, the definition hereof shall be calculated without reference to clause (iii) until the circumstances giving rise to such event no longer exist.

“Base Rate Option” shall mean the option of the Borrower to have Loans bear interest at the rate and under the terms set forth in Section 4.1(a)(i) [Revolving Credit Base Rate Options] or Section 4.1(b) [Swing Loan Interest Rate], as applicable.

“Benchmark Replacement” means as is specified in Section 4.4(d) [Benchmark Replacement Setting].

“Beneficial Owner” shall mean, for purposes of the Certificate of Beneficial Ownership, with respect to the Borrower, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of Borrower’s Equity Interests; and (b) a single individual with significant responsibility to control, manage, or direct Borrower.

“Benefit Plan” shall mean any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“Borrower” shall have the meaning specified in the introductory paragraph. “Borrowing Date” shall mean, with respect to any Loan, the date of the making, renewal or conversion thereof, which shall be a Business Day.

“Borrowing Tranche” shall mean specified portions of Revolving Credit Loans outstanding as follows: (i) any 5-Year Revolving Credit Loans to which a Term SOFR Rate Option applies which become subject to the same Interest Rate Option under the same Revolving Credit Loan Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche, (ii) all 5-Year Revolving Credit Loans to which a Base Rate Option applies shall constitute one Borrowing Tranche, (iii) any 5-Year Revolver Green Loans to which a Term SOFR Rate Option applies which become subject to the same Interest Rate Option under the same Revolving Credit Loan Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche, (iv) all 5-Year Revolver Green Loans to which a Base Rate Option applies shall constitute one Borrowing Tranche, (v) any 364-Day Revolving Credit Loans to which a Term SOFR Rate Option applies which become subject to the same Interest Rate Option under the same Revolving Credit Loan Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche, (vi) all 364-Day Revolving Credit Loans to which a Base Rate Option applies shall constitute one Borrowing Tranche, (vii) any 364-Day Revolver Green Loans to which a Term SOFR Rate Option applies which become subject to the same Interest Rate Option under the same Revolving Credit Loan Request by the Borrower and which have the same Interest Period shall constitute one Borrowing Tranche, and (viii) all 364-Day Revolver Green Loans to which a Base Rate Option applies shall constitute one Borrowing Tranche.

“Business Day” means any day other than a Saturday or Sunday or a legal holiday on which commercial banks are authorized or required to be closed, or are in fact closed, for business in Pittsburgh, Pennsylvania (or, if otherwise, the Lending Office of the Administrative Agent); provided that, when used in connection with an amount that bears interest at a rate based on SOFR or any direct or indirect calculation or determination of SOFR, the term “Business Day” means any such day that is also a U.S. Government Securities Business Day.

“Cash Collateralize” shall mean to pledge and deposit with or deliver to the Administrative Agent, for the benefit of one or more of the Issuing Lender or the 5-Year Revolver Lenders, as collateral for Letter of Credit Obligations or obligations of 5-Year Revolver Lenders to fund participations in respect of Letter of Credit Obligations, cash or deposit account balances or, if the Administrative Agent and each applicable Issuing Lender shall agree in their sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to the Administrative Agent and each applicable Issuing Lender. “Cash Collateral” shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

“Cash Equivalents” shall, collectively, mean such items described in clauses (i), (ii), (iii) and (iv) of the definition of Permitted Investments.

“Cash Management Agreements” shall have the meaning specified in Section 2.6(f) [Swing Loans Under Cash Management Agreements].

“Cash Management Bank” shall mean any Person that, at the time it enters into an Other Lender Provided Financial Service Product, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Other Lender Provided Financial Service Product.

“Certificate of Beneficial Ownership” shall mean, for the Borrower, a certificate in form and substance acceptable to Administrative Agent (as amended or modified by Administrative Agent from time to time in its sole discretion), certifying, among other things, the Beneficial Owner of Borrower.

“Change in Law” shall mean the occurrence, after the date of this Agreement, of any of the following: (i) the adoption or taking effect of any Law, (ii) any change in any Law or in the administration, interpretation, implementation or application thereof by any Official Body or (iii) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Official Body; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

“Change of Control” shall mean any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), shall become, or obtain rights (whether by means or warrants, options or otherwise) to become, the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act), directly or indirectly, of more than 50% of the Equity Interests of the Borrower.

“CIP Regulations” shall have the meaning specified in Section 11.12 [No Reliance on Administrative Agent’s Customer Identification Program].

“Citizens Bank” shall mean Citizens Bank, N.A., and its successors and assigns. “Closing Date” shall mean the date of this Agreement.

“Code” shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

“Commitment” shall mean, as to any Lender, its 5-Year Revolving Credit Commitment and its 364-Day Revolving Credit Commitment, and Commitments shall mean the aggregate of the 5-Year Revolving Credit Commitments and 364-Day Revolving Credit Commitments of all of the Lenders. The term “Commitment” in reference to PNC only may also refer to its Swing Loan Commitment as the context may require, but does not refer to the aggregate of its Revolving Credit Commitment and its Swing Loan Commitment.

“Commitment Fee” shall mean the 5-Year Revolver Commitment Fee or the 364- Day Revolver Commitment Fee, as the context may require.

“Commodity Hedge” shall mean commodity swaps, commodity options, forward commodity contracts and any other similar transactions entered into by the Borrower in the ordinary course of its business (only for hedging (rather than speculative) purposes) in order to provide protection to, or minimize the impact upon, the Borrower of increasing prices of commodities.

“Commodity Hedge Bank” shall mean any Person that, at the time it enters into a Lender Provided Commodity Hedge, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Lender Provided Commodity Hedge.

“Commodity Hedge Liabilities” shall have the meaning assigned in the definition of Lender Provided Commodity Hedge.

“Communications” means as is specified in Section 12.6(d)(ii) [Platform]. Compliance Certificate

shall have the meaning specified in Section 8.12(a)

[Certificate of the Borrower].

“Conforming Changes” means, with respect to the Term SOFR Rate or Daily Simple SOFR or any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Base Rate,” the definition of “Business Day,” the definition of “Interest Period,” the definition of “U.S. Government Securities Business Day,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of the Term SOFR Rate or Daily Simple SOFR or such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of the Term SOFR Rate or Daily Simple SOFR or the Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Connection Income Taxes” shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated Net Worth” shall mean as of any date, the sum of the amounts that would be shown on a consolidated balance sheet of the Borrower and its Subsidiaries at such date for (a) capital stock, (b) capital surplus and (c) the other components of stockholders’ equity.

“Consolidated Total Assets” shall mean as of any date the aggregate amount at which the assets of the Borrower and its Subsidiaries would be shown on a consolidated balance sheet at such date.

“Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.

“Covered Entity” shall mean (a) the Borrower and each of Borrower’s Subsidiaries and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

“Current Indebtedness” shall mean with respect to any Person, all Indebtedness for borrowed money and all Indebtedness secured by any Lien existing on property owned by that Person (whether or not such Indebtedness have been assumed) which, in either case, is payable on demand or within one year from their creation, plus the aggregate amount of Guaranties by that Person of all such Indebtedness of other Persons, except: (a) any Indebtedness which is renewable or extendible at the option of the debtor to a date more than one year from the date of creation thereof; (b) any Indebtedness which, although payable within one year, constitutes principal payments on Indebtedness expressed to mature more than one year from the date of its creation and (c) Revolving Credit Loans and Guaranties of Revolving Credit Loans to the extent in excess of \$250,000,000. For the avoidance of doubt, all outstanding Revolving Credit Loans and Guaranties of Revolving Credit Loans less than or equal to \$250,000,000 shall constitute Current Indebtedness.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), the interest rate per annum determined by the Administrative Agent by dividing (the resulting quotient rounded upwards, at the Administrative Agent’s discretion, to the nearest 1/100th of 1%) (A) SOFR for the day (the “SOFR Determination Date”) that is 2 Business Days prior to (i) such SOFR Rate Day if such SOFR Rate Day is a Business Day or (ii) the Business Day immediately preceding such SOFR Rate Day if such SOFR Rate Day is not a Business Day, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage, in each case, as such SOFR is published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source identified by the Federal Reserve Bank of New York or its successor administrator for the secured overnight financing rate from time to time. If Daily Simple SOFR as determined above would be less than the SOFR Floor, then Daily Simple SOFR shall be deemed to be the SOFR Floor. If SOFR for any SOFR Determination Date has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the second Business Day immediately following such SOFR Determination Date, then SOFR for such SOFR Determination Date will be SOFR for the first Business Day preceding such SOFR Determination Date for which SOFR was published in accordance with the definition of “SOFR”; provided that SOFR determined pursuant to this sentence shall be used for purposes of calculating Daily Simple SOFR for no more than 3 consecutive SOFR Rate Days. If and when Daily Simple SOFR as determined above changes, any applicable rate of interest based on Daily Simple SOFR will change automatically without notice to the Borrower, effective on the date of any such change.

“Daily Simple SOFR Loan” means a Loan that bears interest at a rate based on Daily Simple SOFR.

“Daily Simple SOFR Option” means the option of the Borrower to have Swing Loans bear interest at the rate and under the terms specified in Section 4.1(b)(ii) [Swing Loan Interest Rate].

“Debtor Relief Laws” shall mean the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

“Defaulting Lender” shall mean, subject to Section 2.10(b) [Defaulting Lender Cure], any Lender that (a) has failed to (i) fund all or any portion of its Loans within two Business Days of the date such Loans were required to be funded hereunder unless such Lender notifies the Administrative Agent and the Borrower in writing that such failure is the result of such Lender’s determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, or (ii) pay to the Administrative Agent, the Issuing Lender, the Swing Loan Lender or any other Lender any other amount required to be paid by it hereunder (including in respect of its participation in Letters of Credit or Swing Loans) within two Business Days of the date when due, (b) has notified the Borrower, the Administrative Agent, the Issuing Lender or the Swing Loan Lender in writing that it does not intend to comply with its funding obligations hereunder, or has made a public statement to that effect (unless such writing or public statement relates to such Lender’s obligation to fund a Loan hereunder and states that such position is based on such Lender’s determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied), (c) has failed, within three Business Days after written request by the Administrative Agent or the Borrower, to confirm in writing to the Administrative Agent and the Borrower that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent and the Borrower), or (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had appointed for it a receiver, custodian, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or assets, including the Federal Deposit Insurance Corporation or any other state or federal regulatory authority acting in such a capacity, or (iii) become the subject of a Bail-in Action; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by an Official Body so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Official Body) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender (subject to Section 2.10(b) [Defaulting Lender Cure]) upon delivery of written notice of such determination to the Borrower, the Issuing Lender, the Swing Loan Lender and each Lender.

“Disqualified Institution” shall mean the Persons identified by the Borrower in writing to the Administrative Agent prior to the Closing Date, and, upon reasonable notice to the Administrative Agent, those Persons that are competitors of the Borrower and its Subsidiaries (or reasonably known, on the basis of their name, Affiliates of any such competitors (other than any such Affiliate that is a bona fide fixed income fund)) that are specified in writing from time to time by the Borrower on or after the Closing Date to the Administrative Agent.

“Dollar, Dollars, U.S. Dollars” and the symbol \$ shall mean lawful money of the United States of America.

“Drawing Date” shall have the meaning specified in Section 2.9(c) [Disbursements, Reimbursement].

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Effective Date” shall mean the date indicated in a document or agreement to be the date on which such document or agreement becomes effective, or, if there is no such indication, the date of execution of such document or agreement.

“Effective Federal Funds Rate” means for any day the rate per annum based on a year of 360 days and actual days elapsed and rounded upward to the nearest 1/100 of 1% announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the “Effective Federal Funds Rate” as of the date of this Agreement; provided that if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the “Effective Federal Funds Rate” for such day shall be the Effective Federal Funds Rate for the last day on which such rate was announced. Notwithstanding the foregoing, if the Effective Federal Funds Rate as determined under any method above would be less than zero percent (0.00%), such rate shall be deemed to be zero percent (0.00%) for purposes of this Agreement.

“Eligible Assignee” shall mean any Person that meets the requirements to be an assignee under Section 12.9 [Successors and Assigns] (b)(iii), (v) and (vi) (subject to such consents, if any, as may be required under Section 12.9 [Successors and Assigns] (b)(iii)).

“Environmental Laws” means any and all federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions having the force of law relating to pollution and the protection of the environment or the release of any Hazardous Materials into the environment.

“Environmental Liability” shall mean any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” shall mean, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including

partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

“ERISA Event” shall mean (a) with respect to a Pension Plan, a reportable event under Section 4043 of ERISA as to which event (after taking into account notice waivers provided for in the regulations) there is a duty to give notice to the PBGC; (b) a withdrawal by Borrower or any member of the ERISA Group from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by Borrower or any member of the ERISA Group from a Multiemployer Plan, notification that a Multiemployer Plan is in reorganization, or occurrence of an event described in Section 4041A(a) of ERISA that results in the termination of a Multiemployer Plan; (d) the filing of a notice of intent to terminate a Pension Plan in a distress termination, the treatment of a Pension Plan amendment as a termination under Section 4041(e) of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan; (e) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; (f) the determination that any Pension Plan or Multiemployer Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430.431 and 432 of the Code or Sections 303, 304 and 305 of ERISA; or (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon Borrower or any member of the ERISA Group.

“ERISA Group” shall mean, at any time, the Borrower and all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under Section 414 of the Code or Section 4001(b)(1) of ERISA.

“Erroneous Payment” shall have the meaning specified in Section 11.15(a). “Erroneous Payment

Deficiency Assignment” shall have the meaning specified in Section 11.15(d).

“Erroneous Payment Impacted Class” shall have the meaning specified in Section 11.15(d).

“Erroneous Payment Return Deficiency” shall have the meaning specified in Section 11.15(d).

“Erroneous Payment Subrogation Rights” shall have the meaning specified in Section 11.15(d).

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Event of Default” shall mean any of the events described in Section 10.1 [Events of Default] and referred to therein as an “Event of Default.”

“Excluded Taxes” shall mean any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (i)

Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (a) imposed as a result of such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) that are Other Connection Taxes, (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or Commitment pursuant to a law in effect on the date on which (a) such Lender acquires such interest in such Loan or Commitment (other than pursuant to an assignment request by the Borrower under Section 5.7(a) [Replacement of a Lender]) or (b) such Lender changes its lending office, except in each case to the extent that, pursuant to Section 5.9(g) [Status of Lenders], amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (iii) Taxes attributable to such Recipient's failure to comply with Section 5.9(g) [Status of Lenders], and (iv) any U.S. federal withholding Taxes imposed under FATCA (except to the extent imposed due to the failure of the Borrower to provide documentation or information to the IRS).

“Executive Order No. 13224” means the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“Existing 5-Year Revolver Expiration Date” shall have the meaning specified in Section 2.12(a) [Requests for Extension].

“Existing 364-Day Revolver Expiration Date” shall have the meaning specified in Section 2.12(a) [Requests for Extension].

“Existing Credit Agreement” shall mean that certain Credit Agreement dated as of September 30, 2020, among the Borrower, PNC Bank, National Association, as administrative agent, and the lenders party thereto, as amended, restated, extended, supplemented or otherwise modified from time to time prior to the Closing Date.

“Existing Expiration Date” shall mean the Existing 5-Year Revolver Expiration Date or the Existing 364-Day Revolver Expiration Date, as the context may require.

“Existing Letters of Credit” means those letters of credit existing on the Closing Date and identified on Schedule 1.1(C).

“Expiration Date” shall mean the 5-Year Revolver Expiration Date or the 364-Day Revolver Expiration Date, as the context may require.

“Facility” shall mean the 5-Year Revolver or the 364-Day Revolver, as the context may require.

“Facility Termination Date” shall mean the date as of which all of the following shall have occurred: (a) the aggregate Commitments have terminated, (b) all Obligations have been paid in full (other than (i) contingent indemnification obligations that are not yet due and (ii) obligations and liabilities under any Lender Provided Interest Rate Hedge, Lender Provided Commodity Hedge and any Other Lender Provided Financial Service Product (other than any such obligations for which written notice has been received by the Administrative Agent that either (x) amounts are currently due and payable under any such Lender Provided Interest Rate Hedge, Lender Provided Commodity Hedge or Other Lender Provided Financial Service Product, as applicable, or (y) no arrangements reasonably satisfactory to the applicable Cash Management Bank, Commodity Hedge Bank or Interest Rate Hedge Bank, as applicable, have been made)), and (c) all Letters of Credit have terminated or expired (other than Letters of Credit as to which other arrangements with respect thereto reasonably satisfactory to the Administrative Agent (to the extent the Administrative Agent is a party to such arrangements) and the Issuing Lender, including the provision of Cash Collateral, shall have been made).

“FATCA” shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

“First Amendment” shall mean that certain First Amendment to Amended and Restated Credit Agreement dated as of the First Amendment Effective Date, among the Borrower, the Administrative Agent and each of the Lenders party thereto.

“First Amendment Effective Date” shall mean August 11, 2022.

“Foreign Lender” shall mean a Lender that is not a U.S. Person.

“Fronting Exposure” shall mean, at any time there is a Defaulting Lender with respect to the 5-Year Revolver, (a) with respect to the Issuing Lender, such Defaulting Lender’s Ratable Share of the outstanding Letter of Credit Obligations with respect to Letters of Credit issued by such Issuing Lender other than Letter of Credit Obligations as to which such Defaulting Lender’s participation obligation has been reallocated to other 5-Year Revolver Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to any Swing Loan Lender, such Defaulting Lender’s Ratable Share of outstanding Swing Loans made by such Swing Loan Lender other than Swing Loans as to which such Defaulting Lender’s participation obligation has been reallocated to other 5-Year Revolver Lenders.

“Fund” shall mean any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course of its activities.

“Funded Indebtedness” shall mean with respect to any Person, without duplication:

(a) its Indebtedness for borrowed money, other than Current Indebtedness; (b) its Indebtedness secured by any Lien existing on property owned by the Person (whether or not such Indebtedness have been assumed); (c) the aggregate amount of Guaranties of Indebtedness by the Person, other than Guaranties which constitute Current Indebtedness; (d) its Indebtedness under capitalized leases; (e) reimbursement obligations (contingent or otherwise) under any letter of credit agreement and (f) Indebtedness under any Interest Rate Hedges; provided that the amount of such Indebtedness under any such Interest Rate Hedges on any date shall be deemed to be the Hedge Termination Value thereof as of such date.

“Funded Indebtedness to Total Adjusted Capitalization Ratio” shall mean the ratio of (a) the aggregate principal amount of all outstanding secured and unsecured Funded Indebtedness of the Borrower plus secured and unsecured Funded Indebtedness of Subsidiaries (excluding Indebtedness owed by a Subsidiary to the Borrower or a Wholly-Owned Subsidiary) to

(b) Total Adjusted Capitalization; provided that no more than \$250,000,000 in the aggregate of Current Indebtedness shall be excluded in determining Funded Indebtedness of the Borrower and its Subsidiaries for purposes of determining the foregoing clause (a) and for purposes of determining Total Adjusted Capitalization for the foregoing clause (b). For the avoidance of doubt, any amount of Indebtedness included in the determination of clause (a) shall also be included in the determination of clause (b).

“GAAP” shall mean U.S. generally accepted accounting principles as are in effect from time to time, subject to the provisions of Section 1.3 [Accounting Principles; Changes in GAAP], and applied on a consistent basis both as to classification of items and amounts.

“GLP” shall have the meaning specified in Section 8.7.

“Green Loan” or “Green Loans” shall mean 5-Year Revolver Green Loans or 364- Day Revolver Green Loans, as the context may require.

“Green Loan Coordinator” shall mean PNC Bank, National Association, in its capacity as green loan coordinator.

“Green Loan Sublimit” shall mean the 5-Year Revolver Green Loan Sublimit or 364-Day Revolver Green Loan Sublimit, as the context may require.

“Guaranty” of any Person shall mean any obligation of such Person guaranteeing or in effect guaranteeing any liability or obligation of any other Person in any manner, whether directly or indirectly, including any agreement to indemnify or hold harmless any other Person, any performance bond or other suretyship arrangement and any other form of assurance against loss, except endorsement of negotiable or other instruments for deposit or collection in the ordinary course of business.

“Hazardous Materials” shall mean any and all pollutants, toxic or hazardous substances or other materials that have been determined by an Official Body to pose a hazard to human health and safety, or are regulated as a pollutant, contaminant, petroleum product, coal combustion residual, manufactured gas plant residual, toxic substance, hazardous substance, hazardous material or hazardous waste including, but not limited to, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas, or similar restricted or prohibited substances.

“Hedge Termination Value” shall mean, in respect of any one or more Interest Rate Hedges, after taking into account the effect of any legally enforceable netting agreement relating to such Interest Rate Hedges, (a) for any date on or after the date such Interest Rate Hedges have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date prior to the date referenced in clause (a), the amount(s) determined as the mark-to-market value(s) for such Interest Rate Hedges, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Interest Rate Hedges (which may include an Interest Rate Hedge Bank).

“ICC” shall have the meaning specified in Section 12.12(a) [Governing Law]. “Increasing

Lender” shall have the meaning assigned to that term in Section 2.11(a) [Increasing Lenders and New Lenders].

“Increasing 5-Year Revolver Lender” shall have the meaning assigned to that term in Section 2.11(a) [Increasing Lenders and New Lenders].

“Increasing 364-Day Revolver Lender” shall have the meaning assigned to that term in Section 2.11(a) [Increasing Lenders and New Lenders].

“Indebtedness” shall mean, as to any Person at any time, any and all indebtedness, obligations or liabilities (whether matured or unmatured, liquidated or unliquidated, direct or indirect, absolute or contingent, or joint or several) of such Person for or in respect of: (i) borrowed money, (ii) amounts raised under or liabilities in respect of any note purchase or acceptance credit facility, (iii) reimbursement obligations (contingent or otherwise) under any letter of credit agreement, (iv) obligations under any Commodity Hedges, Interest Rate Hedges, currency swap agreements or other similar agreements, (v) any other transaction (including forward sale or purchase agreements, capitalized leases and conditional sales agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements (but not including trade payables and accrued expenses incurred in the ordinary course of business), or (vi) any Guaranty of Indebtedness for borrowed money.

“Indemnified Taxes” shall mean (i) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of the Borrower under any Loan Document, and (ii) to the extent not otherwise described in the preceding clause (i), Other Taxes.

“Indemnitee” shall have the meaning specified in Section 12.3(b) [Indemnification by the Borrower].

“Information” shall mean all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the Issuing Lender on a non-confidential basis prior to disclosure by the Borrower or any of its Subsidiaries, provided that, in the case of information received from the Borrower or any of its Subsidiaries after the date of this Agreement, such information is clearly identified at the time of delivery as confidential.

“Insolvency Proceeding” shall mean, with respect to any Person, (a) a case, action or proceeding with respect to such Person (i) before any court or any other Official Body under any bankruptcy, insolvency, reorganization or other similar Law now or hereafter in effect, or (ii) for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, conservator (or similar official) of the Borrower or otherwise relating to the liquidation, dissolution, winding-up or relief of such Person, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of such Person’s creditors generally or any substantial portion of its creditors; undertaken under any Law.

“Interest Period” means the period of time selected by the Borrower in connection with (and to apply to) any election permitted hereunder by the Borrower to have Revolving Credit Loans bear interest under the Term SOFR Rate Option. Subject to the last sentence of this definition, such period shall be, in each case, subject to the availability thereof, one month, three months, or six months. Such Interest Period shall commence on the effective date of such Term SOFR Rate Option, which shall be (i) the Borrowing Date if the Borrower is requesting new Loans, or (ii) the date of renewal or conversion to the Term SOFR Rate Option if the Borrower is renewing or converting to the Term SOFR Rate Option applicable to outstanding Loans. Notwithstanding the second sentence hereof: (A) any Interest Period which would otherwise end on a date which is not a Business Day shall be extended to the next succeeding Business Day unless such Business Day falls in the next calendar month, in which case such Interest Period shall

end on the next preceding Business Day, (B) the Borrower shall not select, convert to or renew an Interest Period for any portion of the Loans that would end after the Expiration Date, and (C) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period.

“Interest Rate Hedge” shall mean an interest rate exchange, collar, cap, swap, floor, adjustable strike cap, adjustable strike corridor, cross-currency swap or similar agreements entered into by the Borrower in the ordinary course of its business (only for hedging (rather than speculative) purposes) in order to provide protection to, or minimize the impact upon, the Borrower of increasing floating rates of interest applicable to Indebtedness.

“Interest Rate Hedge Bank” shall mean any Person that, at the time it enters into a Lender Provided Interest Rate Hedge, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Lender Provided Interest Rate Hedge.

“Interest Rate Hedge Liabilities” shall have the meaning assigned in the definition of Lender Provided Interest Rate Hedge.

“Interest Rate Option” shall mean any Term SOFR Rate Option or Base Rate Option or, solely with respect to Swing Loans, the Daily Simple SOFR Option.

“Investment” shall have the meaning specified in Section 9.3 [Loans and Investments].

“IRS” shall mean the United States Internal Revenue Service.

“ISP98” shall have the meaning specified in Section 12.12(a) [Governing Law]. “Issuing Lender”

shall mean PNC, in its individual capacity as issuer of Letters of Credit hereunder (including the Existing Letters of Credit).

“Law” shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award of or any settlement arrangement, by agreement, consent or otherwise, with any Official Body, foreign or domestic.

“Lead Arranger” shall mean PNC Capital Markets LLC.

“Lender Provided Commodity Hedge” shall mean a Commodity Hedge that is provided by a Commodity Hedge Bank to the Borrower or any Subsidiary the Borrower and with respect to which such Commodity Hedge Bank confirms to the Administrative Agent in writing prior to the execution thereof that it: (a) is documented in a Master Agreement or another reasonable and customary manner and (b) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the Commodity Hedge Bank providing any Lender Provided Commodity Hedge (the “**Commodity Hedge Liabilities**”) by the Borrower shall, for purposes of this Agreement and all other Loan Documents be “Obligations” of the Borrower and otherwise treated as Obligations for purposes of the other Loan Documents.

“Lender Provided Interest Rate Hedge” shall mean an Interest Rate Hedge which is entered into between the Borrower and any Interest Rate Hedge Bank and with respect to which such Interest Rate Hedge Bank (or the Lender affiliated with such Interest Rate Hedge Bank) confirms to Administrative Agent in writing prior to the execution thereof that it: (a) is documented in a Master Agreement or another reasonable and customary manner and (b) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the Interest Rate Hedge Bank providing any Lender Provided Interest Rate Hedge (the “**Interest Rate Hedge Liabilities**”) by the Borrower shall, for purposes of this Agreement and all other Loan Documents be “Obligations” of the Borrower and otherwise treated as Obligations for purposes of the other Loan Documents.

“Lenders” shall, collectively, mean the 5-Year Revolver Lenders and the 364-Day Revolver Lenders. Unless the context requires otherwise, the term “Lenders” includes the Swing Loan Lender.

“Lending Office” shall mean, as to the Administrative Agent, the Issuing Lender or any Lender, the office or offices of such Person described as such in such Lender’s Administrative Questionnaire, or such other office or offices as such Person may from time to time notify the Borrower and the Administrative Agent.

“Letter of Credit” shall have the meaning specified in Section 2.9(a) [Issuance of Letters of Credit]. As of the Closing Date, each of the Existing Letters of Credit shall constitute, for all purposes of this Agreement and the other Loan Documents, a Letter of Credit issued and outstanding hereunder.

“Letter of Credit Borrowing” shall have the meaning specified in Section 2.9(c) [Disbursements, Reimbursement].

“Letter of Credit Fee” shall have the meaning specified in Section 2.9(b) [Letter of Credit Fees].

“Letter of Credit Obligation” shall mean, as of any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit on such date (if any Letter of Credit shall increase in amount automatically in the future, such aggregate amount

available to be drawn shall currently give effect to any such future increase) plus the aggregate Reimbursement Obligations and Letter of Credit Borrowings on such date.

“Letter of Credit Sublimit” shall have the meaning specified in Section 2.9(a) [Issuance of Letters of Credit].

“Lien” shall mean any mortgage, deed of trust, pledge, lien, security interest, charge or other encumbrance or security arrangement of any nature whatsoever, whether voluntarily or involuntarily given, including any conditional sale or title retention arrangement, and any assignment, deposit arrangement or lease intended as, or having the effect of, security and any filed financing statement or other notice of any of the foregoing (whether or not a lien or other encumbrance is created or exists at the time of the filing).

“LLC Division” means, in the event a Person is a limited liability company, (a) the division of such Person into two or more newly formed limited liability companies (whether or not such Person is a surviving entity following any such division) pursuant to Section 18-217 of the Delaware Limited Liability Company Act or any similar provision under any similar act governing limited liability companies organized under the laws of any other State or Commonwealth or of the District of Columbia, or (b) the adoption of a plan contemplating, or the filing of any certificate with any applicable Official Body that results or may result in, any such division.

“Loan Documents” shall mean this Agreement, the Administrative Agent’s Letter, the Notes and any other instruments, certificates or documents delivered in connection herewith or therewith.

“Loans” shall mean collectively and Loan shall mean separately all Revolving Credit Loans (including any Green Loans) and Swing Loans or any Revolving Credit Loan or Swing Loan.

“Master Agreement” shall mean any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, any North American Energy Standard Board Master Agreement, or any other master agreement, including any related schedules and such obligations or liabilities thereunder.

“Material Adverse Change” shall mean any set of circumstances or events which (a) has any material adverse effect whatsoever upon the validity or enforceability of this Agreement or any other Loan Document, (b) is material and adverse to the business, properties, assets, financial condition or results of operations of the Borrower and its Subsidiaries, taken as a whole, (c) impairs materially the ability of the Borrower to duly and punctually pay or perform any of the Obligations, or (d) impairs materially the ability of the Administrative Agent or any of the Lenders, to the extent permitted, to enforce their legal remedies pursuant to this Agreement or any other Loan Document.

“Minimum Collateral Amount” shall mean, at any time, (i) with respect to Cash Collateral consisting of cash or deposit account balances, an amount equal to 102% of the Fronting Exposure of the Issuing Lender with respect to Letters of Credit issued and outstanding at such time and (ii) otherwise, an amount determined by the Administrative Agent and the Issuing Lender in their sole discretion.

“Multiemployer Plan” shall mean any employee pension benefit plan which is a “multiemployer plan” within the meaning of Section 4001(a)(3) of ERISA and to which the Borrower or any member of the ERISA Group is then making or accruing an obligation to make contributions or, within the preceding five plan years, has made or had an obligation to make such contributions, or to which the Borrower or any member of the ERISA Group has any liability (contingent or otherwise).

“New 5-Year Revolver Lender” shall have the meaning assigned to that term in Section 2.11(a) [Increasing Lenders and New Lenders].

“New 364-Day Revolver Lender” shall have the meaning assigned to that term in Section 2.11(a) [Increasing Lenders and New Lenders].

“New Lender” shall have the meaning assigned to that term in Section 2.11(a) [Increasing Lenders and New Lenders].

“Non-Consenting Lender” shall mean any Lender that does not approve any consent, waiver or amendment that (i) requires the approval of all Lenders, all affected Lenders, all 5-Year Revolver Lenders or all 364-Day Revolver Lenders, as the case may be, in accordance with the terms of Section 12.1 [Modifications, Amendments or Waivers] and (ii) has been approved by the Required Lenders, Required 5-Year Revolver Lenders or Required 364-Day Revolver Lenders, as applicable.

“Non-Defaulting Lender” shall mean, at any time, each Lender under a Facility that is not a Defaulting Lender under such Facility at such time.

“Non-Extending 5-Year Revolver Lender” shall have the meaning specified in Section 2.12(b) [Lender Elections to Extend].

“Non-Extending 364-Day Revolver Lender” shall have the meaning specified in Section 2.12(b) [Lender Elections to Extend].

“Non-Extending Lender” shall mean a Non-Extending 5-Year Revolver Lender or a Non-Extending 364-Day Revolver Lender, as the context may require.

“Notes” shall mean collectively, and Note shall mean separately, the promissory notes in the form of Exhibit C-1 evidencing the 5-Year Revolving Credit Loans, in the form of Exhibit C-2 evidencing the 364-Day Revolving Credit Loans and in the form of Exhibit D evidencing the Swing Loan.

“Obligation” shall mean any obligation or liability of the Borrower, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, under or in connection with (i) this Agreement, the Notes, the Letters of Credit, the Administrative Agent’s Letter or any other Loan Document whether to the Administrative Agent, any of the Lenders or their Affiliates or other persons provided for under such Loan Documents, (ii) any Lender Provided Interest Rate Hedge, (iii) any Lender Provided Commodity Hedge and (iv) any Other Lender Provided Financial Service Product.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury.

“Official Body” shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision or any successor or similar authority to any of the foregoing).

Omissions].

“Order” shall have the meaning specified in Section 2.9(i) [Liability for Acts and

“Other Connection Taxes” shall mean, with respect to any Recipient, Taxes imposed as a result of a present or former connection between such Recipient (or an agent or affiliate thereof) and the jurisdiction imposing such Tax (other than connections arising solely from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Loan or Loan Document).

“Other Lender Provided Financial Service Product” shall mean agreements or other arrangements entered into between the Borrower and any Cash Management Bank that provides any of the following products or services to the Borrower or any of its Subsidiaries: (a) credit cards, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) ACH transactions, or (f) cash management, including controlled disbursement, accounts or services. The liabilities owing to the Cash Management Bank providing any Other Lender Provided Financial Service Products to the Borrower shall, for purposes of this Agreement and all other Loan Documents be “Obligations” of the Borrower and otherwise treated as Obligations for purposes of the other Loan Documents.

“Other Taxes” shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 5.7(a) [Replacement of a Lender]).

“Overnight Bank Funding Rate” means for any day, the rate comprised of both overnight federal funds and overnight eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“NYFRB”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Administrative Agent for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Administrative Agent at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Borrower.

“Participant” shall have the meaning specified in Section 12.9(d) [Participations]. “Participant

Register” shall have the meaning specified in Section 12.9(d) [Participations].

“Participation Advance” shall have the meaning specified in Section 2.9(c) [Disbursements, Reimbursement].

“Payment Date” shall mean the first day of each calendar quarter after the Closing Date and on the Expiration Date, the applicable Specified Maturity Date or upon acceleration of the Notes.

“Payment Recipient” shall have the meaning specified in Section 11.15(a).

“PBGC” shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

“Pension Plan” shall mean at any time an “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA) (including a “multiple employer plan” as described in Sections 4063 and 4064 of ERISA, but not a Multiemployer Plan) which is covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 or Section 430 of the Code and either (i) is sponsored, maintained or contributed to by any member of the ERISA Group for employees of any member of the ERISA Group, (ii) has at any time within the preceding five years been sponsored, maintained or contributed to by any entity which was at such time a member of the ERISA Group for employees of any entity which was at such time a member of the ERISA Group, or in the case of a “multiple employer” or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years or (iii) or to which the Borrower or any member of the ERISA Group may have any liability (contingent or otherwise).

“Permitted Acquisition” shall mean an Acquisition (the Person or division, line of business or other business unit of the Person to be acquired in such Acquisition shall be referred to herein as the “**Target**”), in each case that is a type of business (or assets used in a type of business) permitted to be engaged in by the Borrower and its Subsidiaries pursuant to the terms of this Agreement, in each case so long as:

(a) no Potential Default or Event of Default shall then exist or would exist after giving effect thereto;

(b) the Administrative Agent shall have received not less than five (5) Business Days prior to the consummation of any Permitted Acquisition (or such later date as permitted by the Administrative Agent in its sole discretion), a Permitted Acquisition Certificate, executed by an Authorized Officer of the Borrower certifying that such Permitted Acquisition complies with the requirements of this Agreement and attaching (i) the final forms of the acquisition and purchase documents and (ii) evidence to the reasonable satisfaction of the Administrative Agent that, after giving effect to the Acquisition on a pro forma basis (with such Acquisition deemed to have occurred as of the first day of the applicable period of measurement), the Funded Indebtedness to Total Adjusted Capitalization Ratio of the Borrower shall be in pro forma compliance with the then applicable level set forth in Section 9.8 [Maximum Funded Indebtedness to Total Adjusted Capitalization Ratio];

(c) (i) the Borrower is the surviving corporation after such Acquisition if it is the constituent party thereto acquiring such Target, and (ii) if a Subsidiary is a party to such Acquisition, the surviving Person after such Acquisition shall be a direct or indirect Wholly-Owned Subsidiary; and

(d) such Acquisition shall not be a “hostile” Acquisition and shall have been approved by the board of directors (or equivalent) and/or shareholders (or equivalent) of the Borrower and the Target, in each case, to the extent required by applicable Law or such Person’s organizational documents.

“Permitted Acquisition Certificate” shall mean a certificate substantially the form of Exhibit B or any other form approved by the Administrative Agent.

“Permitted Investments” shall mean:

(i) direct obligations of the United States of America or any agency or instrumentality thereof or obligations backed by the full faith and credit of the United States of America maturing in twelve (12) months or less from the date of acquisition;

(ii) commercial paper maturing in 180 days or less rated not lower than A-1, by Standard & Poor’s or P-1 by Moody’s Investors Service, Inc. on the date of acquisition;

(iii) demand deposits, time deposits or certificates of deposit maturing within one year in commercial banks whose obligations are rated A-1, A or the equivalent or better by Standard & Poor's on the date of acquisition;

(iv) money market or mutual funds whose investments are limited to those types of investments described in clauses (i)-(iii) above; and

(v) investments made under the Cash Management Agreements or under cash management agreements with any other Lenders.

“Permitted Liens” shall mean:

(i) Liens for taxes, assessments, or similar charges, incurred in the ordinary course of business and which are not yet due and payable;

(ii) Pledges or deposits made in the ordinary course of business to secure payment of workmen's compensation, or to participate in any fund in connection with workmen's compensation, unemployment insurance, old-age pensions or other social security programs;

(iii) Liens of mechanics, materialmen, warehousemen, carriers, suppliers or other like Liens, securing obligations incurred in the ordinary course of business that are not yet due and payable and Liens of landlords securing obligations to pay lease payments that are not yet due and payable or in default;

(iv) Good-faith pledges or deposits made in the ordinary course of business to secure performance of letters of credit, bids, tenders, contracts (other than for the repayment of borrowed money or for Interest Rate Hedges or Commodity Hedges) or leases, not in excess of the aggregate amount due thereunder or to secure statutory obligations, or surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business;

(v) Encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which materially impairs the use of such property or the value thereof, and none of which is violated in any material respect by existing or proposed structures or land use;

(vi) Lien existing on property of a Person immediately prior to its being consolidated with or merged into the Borrower or a Subsidiary or its becoming a Subsidiary, or any Lien existing on any property acquired by the Borrower or a Subsidiary at the time such property is so acquired (whether or not the Indebtedness secured thereby shall have assumed), provided that (i) any Indebtedness secured by such Liens is then permitted by Section 9.1(c) [Indebtedness], (ii) no such Lien shall have been created in contemplation of such consolidation or merger or such Person's becoming a Subsidiary or such acquisition of property and (iii) no such Lien shall extend to or cover any property not originally subject thereto, other than improvements to the property originally subject thereto;

(vii) Any Lien existing on the date of this Agreement and described on Schedule 1.1(D), and any renewal, extension or refunding of any such Lien, provided that the principal amount secured thereby is not hereafter increased, and no additional assets become subject to such Lien;

(viii) Liens securing Indebtedness relating to purchase money security interests, capitalized leases and first mortgage bonds permitted in Section 9.1(c)(i) [Indebtedness]; provided that (i) any such Indebtedness secured by such Liens is then permitted by Section 9.1(c)(i) [Indebtedness] and (ii) no such Lien shall extend to or cover any property not originally subject thereto, other than improvements to the property originally subject thereto;

(ix) Liens on cash and Cash Equivalents in an aggregate amount not to exceed \$15,000,000 at any time to secure Indebtedness arising under Commodity Hedges which Liens are granted pursuant to a Master Agreement or pursuant to the rules of a designated contract

market; provided that any such Indebtedness secured by such Liens is then permitted by Section 9.1(c) [Indebtedness];

(x) Liens on property of a Subsidiary, provided that they secure only Indebtedness owing to the Borrower or a Wholly-Owned Subsidiary that is permitted under Section 9.1 [Indebtedness];

(xi) Non-exclusive licenses, leases or subleases granted to other Persons in the ordinary course of business and not interfering in any material respect with the business of the Borrower and its Subsidiaries;

(xii) customary bankers' Liens and rights of setoff arising by either operation of law or pursuant to depository agreements and, in each case, incurred on deposits made in the ordinary course of business;

(xiii) The following, (A) if the validity or amount thereof is being contested in good faith by appropriate and lawful proceedings diligently conducted so long as levy and execution thereon have been stayed and continue to be stayed or (B) if a final judgment is entered and such judgment is discharged within thirty (30) days of entry, and in either case they do not, in the aggregate, materially impair the ability of the Borrower to perform its Obligations hereunder or under the other Loan Documents:

(1) claims or Liens for taxes, assessments or charges due and payable and subject to interest or penalty; provided that the Borrower maintains such reserves or other appropriate provisions as shall be required by GAAP and pays all such taxes, assessments or charges forthwith upon the commencement of proceedings to foreclose any such Lien;

(2) claims, Liens or encumbrances upon, and defects of title to, real or personal property, including any attachment of personal or real property or other legal process prior to adjudication of a dispute on the merits;

(3) claims or Liens of mechanics, materialmen, warehousemen, carriers, or other statutory nonconsensual Liens; or

(4) Liens resulting from final judgments or orders described in Section 10.1(f) [Final Judgments or Orders]; and

(xiv) Other Liens not otherwise permitted pursuant to clauses (i) through (x) above securing Indebtedness permitted in Section 9.1(c)(i) [Indebtedness]; provided that (i) any such Indebtedness secured by such Liens is then permitted by Section 9.1(c)(i) [Indebtedness] and (ii) no such Lien shall extend to or cover any property not originally subject thereto, other than improvements to the property originally subject thereto.

“Person” shall mean any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Official Body or other entity.

“Plan” shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA (including a Pension Plan), maintained for employees of the Borrower or any member of the ERISA Group or any such Plan to which the Borrower or any member of the ERISA Group is required to contribute on behalf of any of its employees.

“Platform” shall mean Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system.

“PNC” shall mean PNC Bank, National Association, its successors and assigns. “Potential Default”

shall mean any event or condition which with notice or passage of time, or both, would constitute an Event of Default.

“Prime Rate” shall mean the interest rate per annum announced from time to time by the Administrative Agent at its Principal Office as its then prime rate, which rate may not be the lowest or most favorable rate then being charged commercial borrowers or others by the Administrative Agent and may not be tied to any external rate of interest or index. Any change in the Prime Rate shall take effect at the opening of business on the day such change is announced.

“Principal Office” shall mean the main banking office of the Administrative Agent in Pittsburgh, Pennsylvania.

“Proposed Extended Facility” shall have the meaning specified in Section 2.12(b). “PTE” shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Ratable Share” shall mean such Lender’s 5-Year Revolver Ratable Share or 364- Day Revolver Ratable Share, as the context may require.

“Recipient” shall mean (i) the Administrative Agent, (ii) any Lender and (iii) the Issuing Lender, as applicable.

“Reimbursement Obligation” shall have the meaning specified in Section 2.9(c) [Disbursements, Reimbursement].

“Related Parties” shall mean, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Required 5-Year Revolver Lenders” shall mean 5-Year Revolver Lenders (other than any Defaulting Lender with respect to the 5-Year Revolver) having more than 50% of the sum of the aggregate amount of the 5-Year Revolving Credit Commitments of the 5-Year Revolver Lenders (excluding any Defaulting Lender with respect to the 5-Year Revolver) or, after the termination of the 5-Year Revolving Credit Commitments, the outstanding 5-Year Revolving Credit Loans and 5-Year Revolver Ratable Share of Letter of Credit Obligations of the 5-Year Revolver Lenders (excluding any Defaulting Lender with respect to the 5-Year Revolver). The amount of any participation in any Swing Loan and required but unreimbursed amounts in respect of Letters of Credit that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another 5-Year Revolver Lender shall be deemed to be held by the 5-Year Revolver Lender that is the Swing Loan Lender or Issuing Lender, as the case may be, in making such determination.

“Required 364-Day Revolver Lenders” shall mean 364-Day Revolver Lenders (other than any Defaulting Lender with respect to the 364-Day Revolver) having more than 50% of the sum of the aggregate amount of the 364-Day Revolving Credit Commitments of the 364- Day Revolver Lenders (excluding any Defaulting Lender with respect to the 364-Day Revolver) or, after the termination of the 364-Day Revolving Credit Commitments, the outstanding 364-Day Revolving Credit Loans of the 364-Day Revolver Lenders (excluding any Defaulting Lender with respect to the 364-Day Revolver).

“Required Lenders” shall mean Lenders (other than any Defaulting Lender) having more than 50% of the sum of the aggregate amount of the Revolving Credit Commitments of the Lenders (excluding any Defaulting Lender) or, after the termination of the Revolving Credit Commitments, the outstanding Revolving Credit Loans and Ratable Share of Letter of Credit Obligations of the Lenders (excluding any Defaulting Lender). The amount of any participation in any Swing Loan and required but unreimbursed amounts in respect of Letters of Credit that such Defaulting Lender has failed to fund that have not been reallocated to and funded by another Lender shall be deemed to be held by the Lender that is the Swing Loan Lender or Issuing Lender, as the case may be, in making such determination.

“Required Share” shall have the meaning assigned to such term in Section 5.11 [Settlement Date Procedures].

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Revolving Credit Commitment” shall mean, as to any Lender at any time, its 5- Year Revolving Credit Commitment and 364-Day Revolving Credit Commitment and Revolving Credit Commitments shall mean the aggregate 5-Year Revolving Credit Commitments and 364- Day Revolving Credit Commitments for all Lenders.

“Revolving Credit Loan Request” shall mean the 5-Year Revolving Credit Loan Request or the 364-Day Revolving Credit Loan Request, as the context may require.

“Revolving Credit Loans” shall mean collectively and Revolving Credit Loan shall mean separately all 5-Year Revolving Credit Loans and 364-Day Revolving Credit Loans or any 5-Year Revolving Credit Loan or any 364-Day Revolving Credit Loan.

“Revolving Facility Usage” shall mean at any time the sum of the outstanding 5- Year Revolving Credit Loans (including any 5-Year Revolver Green Loans), the outstanding Swing Loans, the Letter of Credit Obligations, and the outstanding 364-Day Revolving Credit Loans (including any 364-Day Revolver Green Loans), as applicable.

“Sanctioned Jurisdiction” means any country, territory, or region that is the subject of sanctions administered by OFAC.

“Sanctioned Person” means (a) a Person that is the subject of sanctions administered by OFAC or the U.S. Department of State (“State”), including by virtue of being (i) named on OFAC’s list of “Specially Designated Nationals and Blocked Persons”; (ii) organized under the Laws of, ordinarily resident in, or physically located in a Sanctioned Jurisdiction; (iii) owned or controlled 50% or more in the aggregate, by one or more Persons that are the subject of sanctions administered by OFAC; (b) a Person that is the subject of sanctions maintained by the European Union (“E.U.”), including by virtue of being named on the E.U.’s “Consolidated list of persons, groups and entities subject to E.U. financial sanctions” or other, similar lists; (c) a Person that is the subject of sanctions maintained by the United Kingdom (“U.K.”), including by virtue of being named on the “Consolidated List Of Financial Sanctions Targets in the U.K.” or other, similar lists; or (d) a Person that is the subject of sanctions imposed by any Official Body of a jurisdiction whose Laws apply to this Agreement.

“SEC” shall mean the Securities and Exchange Commission.

“Second Amendment” shall mean that certain Second Amendment to Amended and Restated Credit Agreement dated as of the Second Amendment Effective Date, among the Borrower, the Administrative Agent and each of the Lenders party thereto.

“Second Amendment Effective Date” shall mean August 9, 2023.

“Secured Parties” shall mean, collectively, the Administrative Agent, the Lenders, the Issuing Lender, Commodity Hedge Banks, Interest Rate Hedge Banks, Lenders or Affiliates thereof that are owed Interest Rate Hedge Liabilities, Commodity Hedge Liabilities or obligations under Other Lender Provided Financial Service Products, each co-agent or sub-agent appointed by the Administrative Agent from time to time pursuant to Section 11.5, and the other Persons to whom the Obligations are owing.

“Settlement Date” shall mean the Business Day on which the Administrative Agent elects to effect settlement pursuant Section 5.11 [Settlement Date Procedures].

“SOFR” shall mean, for any day, a rate equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Adjustment” shall mean ten (10) basis points (0.10%).

“SOFR Floor” means a rate of interest per annum equal to 0 basis points (0.00%). “SOFR Reserve

Percentage” shall mean, for any day, the maximum effective

percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

“Solvent” shall mean, with respect to any Person on any date of determination, taking into account any right of reimbursement, contribution or similar right available to such Person from other Persons, that on such date (i) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (ii) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (iii) such Person is able to realize upon its assets and pay its debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business, (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to pay as such debts and liabilities mature, and (v) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s property would constitute unreasonably small capital after giving due consideration to the prevailing practice in the industry in which such Person is engaged. In computing the amount of contingent liabilities at any time, it is intended that such liabilities will be computed at the amount which, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

Section 8.7.

“Specified Green Investment Project” shall have the meaning specified in

“Specified Maturity Date” shall have the meaning specified in Section 2.5(c) [Revolving Credit Loan Requests; Conversions and Renewals].

“Standard & Poor’s” shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Statements” shall have the meaning specified in Section 6.6(a). [Historical Statements].

“Subsidiary” of any Person at any time shall mean any corporation, trust, partnership, limited liability company or other business entity (i) of which more than 50% of the outstanding voting securities or other interests normally entitled to vote for the election of one or more directors or trustees (regardless of any contingency which does or may suspend or dilute the voting rights) is at such time owned directly or indirectly by such Person or one or more of such Person’s Subsidiaries, or (ii) which is controlled or capable of being controlled by such Person or one or more of such Person’s Subsidiaries.

“Subsidiary Equity Interests” shall have the meaning specified in Section 6.2 [Subsidiaries and Owners; Investment Companies].

“Swing Loan Commitment” shall mean PNC’s commitment to make Swing Loans to the Borrower pursuant to Section 2.1(c) [Swing Loan Commitment] hereof in an aggregate principal amount up to \$40,000,000.

“Swing Loan Lender” shall mean PNC, in its capacity as a lender of Swing Loans. “Swing Loan

Note” shall mean the Swing Loan Note of the Borrower in the form of Exhibit D evidencing the Swing Loans, together with all amendments, extensions, renewals, replacements, refinancings or refundings thereof in whole or in part.

“Swing Loan Request” shall mean a request for Swing Loans made in accordance with Section 2.5(d) [Swing Loan Requests] hereof.

“Swing Loans” shall mean collectively and Swing Loan shall mean separately all Swing Loans or any Swing Loan made by PNC to the Borrower pursuant to Section 2.1(c) [Swing Loan Commitment] hereof.

“Taxes” shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Official Body, including any interest, additions to tax or penalties applicable thereto.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Rate” shall mean, with respect to any amount to which the Term SOFR Rate Option applies, for any Interest Period, the interest rate per annum determined by the Administrative Agent by dividing (the resulting quotient rounded upwards, at the Administrative Agent’s discretion, to the nearest 1/100th of 1%) (A) the Term SOFR Reference Rate for a tenor comparable to such Interest Period, as such rate is published by the Term SOFR Administrator on the day (the “Term SOFR Determination Date”) that is two (2) Business Days prior to the first day of such Interest Period, by (B) a number equal to 1.00 minus the SOFR Reserve Percentage. If the Term SOFR Reference Rate for the applicable tenor has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the

Term SOFR Determination Date, then the Term SOFR Reference Rate, for purposes of clause (A) in the preceding sentence, shall be the Term SOFR Reference Rate for such tenor on the first Business Day preceding such Term SOFR Determination Date for which such Term SOFR Reference Rate for such tenor was published in accordance herewith, so long as such first preceding Business Day is not more than three (3) Business Days prior to such Term SOFR Determination Date. If the Term SOFR Rate, determined as provided above, would be less than the SOFR Floor, then the Term SOFR Rate shall be deemed to be the SOFR Floor. The Term SOFR Rate shall be adjusted automatically without notice to the Borrower on and as of (i) the first day of each Interest Period, and (ii) the effective date of any change in the SOFR Reserve Percentage.

“Term SOFR Rate Loan” means a Loan that bears interest based on Term SOFR Rate.

“Term SOFR Rate Option” means the option of the Borrower to have Loans bear interest at the rate and under the terms specified in Section 4.1(a)(ii) [Revolving Credit Term SOFR Rate Option].

“Term SOFR Reference Rate” shall mean the forward-looking term rate based on SOFR.

“Total Adjusted Capitalization” means at any date, the aggregate amount at that date, as determined on a consolidated basis, of the Funded Indebtedness of the Borrower and its Subsidiaries, plus Consolidated Net Worth.

“Total Capitalization” means at any date, the aggregate amount at that date, as determined on a consolidated basis, of the Funded Indebtedness of the Borrower and its Subsidiaries, plus (without duplication) Current Indebtedness of the Borrower and its Subsidiaries plus Consolidated Net Worth.

“Total Indebtedness to Total Capitalization Ratio” shall mean, as of any date of determination, the ratio of (a) Funded Indebtedness of the Borrower and its Subsidiaries plus (without duplication) Current Indebtedness of the Borrower and its Subsidiaries on such date to (b) Total Capitalization on such date.

“UCP” shall have the meaning specified in Section 12.12(a) [Governing Law]. “UK Financial

Institution” shall mean any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person subject to IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“USA Patriot Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday or Sunday or (b) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” shall mean any Person that is a “United States Person” as defined in Section 7701(a) (30) of the Code.

“U.S. Tax Compliance Certificate” shall have the meaning specified in Section 5.9(g)(ii)(B)(III) [Status of Lenders].

“Wholly-Owned Subsidiary” shall mean any Subsidiary whose financial results are consolidated with the financial results of the Borrower, and all of the Equity Interests of which (except director’s qualifying shares) are owned by the Borrower and/or one or more Wholly- Owned Subsidiaries of the Borrower.

“Withholding Agent” shall mean the Borrower and the Administrative Agent. “Working Cash®

Sweep Rider” shall mean the Working Cash®, Line of Credit,

Investment Sweep Rider, dated as of the Closing Date, by and among the Borrower and PNC.

“Write-down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Construction. Unless the context of this Agreement otherwise clearly requires, the following rules of construction shall apply to this Agreement and each of the other Loan Documents: (i) references to the plural include the singular, the plural, the part and the whole and the words “include,” “includes” and “including” shall be deemed to be followed by the phrase

“without limitation”; (ii) the word “will” shall be construed to have the same meaning and effect as the word “shall”; (iii) the words “hereof,” “herein,” “hereunder,” “hereto” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document as a whole; (iv) article, section, subsection, clause, schedule and exhibit references are to this Agreement or other Loan Document, as the case may be, unless otherwise specified; (v) reference to any Person includes such Person’s successors and assigns; (vi) reference to any agreement, including this Agreement and any other Loan Document together with the schedules and exhibits hereto or thereto, document or instrument means such agreement, document or instrument as amended, modified, replaced, substituted for, superseded or restated (subject to any restrictions on such amendments, supplements or modifications set forth herein); (vii) relative to the determination of any period of time, “from” means “from and including,” “to” means “to but excluding,” and “through” means “through and including”; (viii) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time (ix) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights; (x) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms; (xi) section headings herein and in each other Loan Document are included for convenience and shall not affect the interpretation of this Agreement or such Loan Document, and (xii) unless otherwise specified, all references herein to times of day shall constitute references to Eastern Time.

1.3 Accounting Principles; Changes in GAAP. Except as otherwise provided in this Agreement, all computations and determinations as to accounting or financial matters and all financial statements to be delivered pursuant to this Agreement shall be made and prepared in accordance with GAAP (including principles of consolidation where appropriate), and all accounting or financial terms shall have the meanings ascribed to such terms by GAAP; provided, however, that all accounting terms used in Article 9 [Negative Covenants] (and all

defined terms used in the definition of any accounting term used in Article 9 [Negative Covenants]) shall have the meaning given to such terms (and defined terms) under GAAP as in effect on the Closing Date applied on a basis consistent with those used in preparing Statements referred to in Section 6.6(a) [Historical Statements]. Notwithstanding the foregoing, if the Borrower notifies the Administrative Agent in writing that the Borrower wishes to amend any financial covenant in Article 9 [Negative Covenants] of this Agreement, any related definition and/or the definition of the term Total Indebtedness to Total Capitalization Ratio for purposes of interest, Letter of Credit Fee and Commitment Fee determinations to eliminate the effect of any change in GAAP occurring after the Closing Date on the operation of such financial covenants and/or interest, Letter of Credit Fee or Commitment Fee determinations (or if the Administrative Agent notifies the Borrower in writing that the Required Lenders wish to amend any financial covenant in Article 9 [Negative Covenants], any related definition and/or the definition of the term Total Indebtedness to Total Capitalization Ratio for purposes of interest, Letter of Credit Fee and Commitment Fee determinations to eliminate the effect of any such change in GAAP), then the Administrative Agent, the Lenders and the Borrower shall negotiate in good faith to amend such ratios or requirements to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, the Borrower's compliance with such covenants and/or the definition of the term Total Indebtedness to Total Capitalization Ratio for purposes of interest, Letter of Credit Fee and Commitment Fee determinations shall be

determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenants or definitions are amended in a manner satisfactory to the Borrower and the Required Lenders, and the Borrower shall provide to the Administrative Agent, when they deliver their financial statements pursuant to Sections 8.11(a) [Quarterly Financial Statements] and 8.11(b) [Annual Financial Statements] of this Agreement, such reconciliation statements as shall be reasonably requested by the Administrative Agent. Without limiting the foregoing, leases shall continue to be classified and accounted for on a basis consistent with that reflected in the Statements referred to in Section 6.6(a) [Historical Statements] for all purposes of this Agreement, notwithstanding any change in GAAP relating thereto, unless the parties hereto shall enter into a mutually acceptable amendment addressing such changes, as provided for above.

1.4 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

1.5 Term SOFR/Daily Simple SOFR Notification. Section 4.4(d) [Benchmark Replacement Setting] of this Agreement provides a mechanism for determining an alternative rate of interest in the event that the Term SOFR Rate or Daily Simple SOFR is no longer available or in certain other circumstances. The Administrative Agent does not warrant or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the Term SOFR Rate or Daily Simple SOFR or with respect to any alternative or successor rate thereto, or replacement rate therefor.

ARTICLE 2 REVOLVING CREDIT AND SWING LOAN FACILITIES

2.1 Revolving Credit Commitments.

(a) 5-Year Revolving Credit Loans. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each 5-Year Revolver Lender severally agrees to make 5-Year Revolving Credit Loans to the Borrower at any time or from time to time on or after the Closing Date to the 5-Year Revolver Expiration Date; provided that after giving effect to each such 5-Year Revolving Credit Loan (i) the aggregate amount of 5-Year Revolving Credit Loans (including any 5-Year Revolver Green Loans) from

such Lender shall not exceed such Lender's 5-Year Revolving Credit Commitment minus such Lender's 5-Year Revolver Ratable Share of the outstanding Swing Loans and Letter of Credit Obligations and (ii) the 5-Year Revolving Facility Usage shall not exceed the 5-Year Revolving Credit Commitments. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1(a).

(b) 364-Day Revolving Credit Loans. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each 364-Day Revolver

Lender severally agrees to make 364-Day Revolving Credit Loans to the Borrower at any time or from time to time on or after the Closing Date to the 364-Day Revolver Expiration Date; provided that after giving effect to each such 364-Day Revolving Credit Loan (i) the aggregate amount of 364-Day Revolving Credit Loans (including any 364-Day Revolver Green Loans) from such Lender shall not exceed such Lender's 364-Day Revolving Credit Commitment and (ii) the 364-Day Revolving Facility Usage shall not exceed the 364-Day Revolving Credit Commitments. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1(b).

(c) Swing Loan Commitment. Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth and the agreements of the other Lenders set forth in Section 2.6 [Making Revolving Credit Loans and Swing Loans; Presumptions by the Administrative Agent; Repayment of Revolving Credit Loans; Borrowings to Repay Swing Loans] with respect to Swing Loans, and in order to facilitate loans and repayments between Settlement Dates, PNC may, at its option, cancelable at any time for any reason whatsoever, make swing loans (the "**Swing Loans**") to the Borrower at any time or from time to time after the Closing Date to, but not including, the 5-Year Revolver Expiration Date, in an aggregate principal amount up to but not in excess of \$40,000,000, provided that after giving effect to such Swing Loan (i) the aggregate amount of any Lender's 5-Year Revolving Credit Loans plus such Lender's 5-Year Revolver Ratable Share of the outstanding Swing Loans and Letter of Credit Obligations shall not exceed such Lender's 5-Year Revolving Credit Commitment and (ii) the 5-Year Revolving Facility Usage shall not exceed the aggregate 5-Year Revolving Credit Commitments of the 5-Year Revolver Lenders. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1(c).

(d) Green Loans.

(i) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each 5-Year Revolver Lender severally agrees to make 5-Year Revolver Green Loans to the Borrower at any time or from time to time on or after the Closing Date to the 5-Year Revolver Expiration Date; provided that after giving effect to each such 5-Year Revolver Green Loan (i) the aggregate amount of 5-Year Revolving Credit Loans (including any 5-Year Revolver Green Loans) from such Lender shall not exceed such Lender's 5-Year Revolving Credit Commitment minus such Lender's 5-Year Revolver Ratable Share of the outstanding Swing Loans and Letter of Credit Obligations, (ii) the 5-Year Revolving Facility Usage shall not exceed the 5-Year Revolving Credit Commitments, (iii) the aggregate amount of 5-Year Revolver Green Loans shall not exceed the 5-Year Revolver Green Loan Sublimit and (iv) the aggregate amount of 5-Year Revolver Green Loans from such Lender shall not exceed such Lender's 5-Year Revolver Ratable Share of the 5-Year Revolver Green Loan Sublimit. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1(d)(i).

(ii) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, each 364-Day Revolver Lender severally agrees to make 364-Day Revolver Green Loans to the Borrower at any time or from time to time on or after the First Amendment Effective Date to the 364-Day Revolver Expiration Date; provided that after giving effect to each such 364-Day Revolver Green Loan (i) the aggregate amount of 364-Day

Revolving Credit Loans (including any 364-Day Revolver Green Loans) from such Lender shall not exceed such Lender's 364-Day Revolving Credit Commitment, (ii) the 364-Day Revolving Facility Usage shall not exceed the 364-Day Revolving Credit Commitments, (iii) the aggregate amount of 364-Day Revolver Green Loans shall not exceed the 364-Day Revolver Green Loan Sublimit and (iv) the aggregate amount of 364-Day Revolver Green Loans from such Lender shall not exceed such Lender's 364-Day Revolver Ratable Share of the 364-Day Revolver Green Loan Sublimit. Within such limits of time and amount and subject to the other provisions of this Agreement, the Borrower may borrow, repay and reborrow pursuant to this Section 2.1(d)(ii).

2.2 Nature of Lenders' Obligations with Respect to Revolving Credit Loans.

(a) Each 5-Year Revolver Lender shall be obligated to fund each request for 5-Year Revolving Credit Loans (including any 5-Year Revolver Green Loans) pursuant to Section 2.5(a) [Revolving Credit Loan Requests; Swing Loan Requests] in accordance with its 5-Year Revolver Ratable Share. The aggregate of each 5-Year Revolver Lender's 5-Year Revolving Credit Loans (including any 5-Year Revolver Green Loans) outstanding hereunder to the Borrower at any time shall never exceed its 5-Year Revolving Credit Commitment minus its 5-Year Revolver Ratable Share of the outstanding Swing Loans and Letter of Credit Obligations. The obligations of each 5-Year Revolver Lender hereunder are several. The failure of any 5-Year Revolver Lender to perform its obligations hereunder shall not affect the Obligations of the Borrower to any other party nor shall any other party be liable for the failure of such 5-Year Revolver Lender to perform its obligations hereunder. The 5-Year Revolver Lenders shall have no obligation to make 5-Year Revolver Revolving Credit Loans (including any 5-Year Revolver Green Loans) hereunder on or after the 5-Year Revolver Expiration Date.

(b) Each 364-Day Revolver Lender shall be obligated to fund each request for 364-Day Revolving Credit Loans (including any 364-Day Revolver Green Loans) pursuant to Section 2.5(b) [Revolving Credit Loan Requests; Swing Loan Requests] in accordance with its 364-Day Revolver Ratable Share. The aggregate of each 364-Day Revolver Lender's 364-Day Revolving Credit Loans (including any 364-Day Revolver Green Loans) outstanding hereunder to the Borrower at any time shall never exceed its 364-Day Revolving Credit Commitment. The obligations of each 364-Day Revolver Lender hereunder are several. The failure of any 364-Day Revolver Lender to perform its obligations hereunder shall not affect the Obligations of the Borrower to any other party nor shall any other party be liable for the failure of such 364-Day Revolver Lender to perform its obligations hereunder. The 364-Day Revolver Lenders shall have no obligation to make 364-Day Revolver Revolving Credit Loans (including any 364-Day Revolver Green Loans) hereunder on or after the 364-Day Revolver Expiration Date.

2.3 Fees.

(a) Accruing at all times from the Closing Date until the 5-Year Revolver Expiration Date (and without regard to whether the conditions to making 5-Year Revolving Credit Loans are then met), the Borrower agrees to pay to the Administrative Agent for the account of each 5-Year Revolver Lender according to its 5-Year Revolver Ratable Share, a nonrefundable commitment fee (the "**5-Year Revolver Commitment Fee**") equal to the Applicable Margin for the 5-Year Revolver Commitment Fee (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) multiplied by the actual daily difference between the amount of (i) the 5-Year Revolving Credit Commitments minus (ii) the 5-Year Revolving Facility Usage (provided however, that solely in connection with determining the share of each 5-Year Revolver Lender in the 5-Year Revolver Commitment Fee, the 5-Year Revolving Facility Usage with respect to the portion of the 5-Year Revolver Commitment Fee allocated to PNC shall include the full amount of the outstanding Swing Loans, and with respect to the portion of the 5-Year Revolver Commitment Fee allocated by the Administrative Agent to all of the 5-Year Revolver Lenders other than PNC, such portion of the 5-Year Revolver Commitment Fee shall be calculated (according to each such Lender's 5-Year Revolver Ratable Share) as if the 5-Year Revolving Facility Usage excludes the outstanding Swing Loans); provided that no Defaulting Lender with respect to the 5-Year Revolver shall be entitled to receive any 5-Year Revolver Commitment Fee for any period during which that Lender is a Defaulting Lender with respect to

the 5-Year Revolver (and the Borrower shall not be required to pay any such 5-Year Revolver Commitment Fee that otherwise would have been required to have been paid to that Defaulting Lender). Subject to the proviso in the directly preceding sentence, all 5-Year Revolver Commitment Fees shall be payable in arrears on each Payment Date.

(b) Accruing at all times from the Closing Date until 364-Day Revolver Expiration Date (and without regard to whether the conditions to making 364-Day Revolving Credit Loans are then met), the Borrower agrees to pay to the Administrative Agent for the account of each 364-Day Revolver Lender according to its 364-Day Revolver Ratable Share, a nonrefundable commitment fee (the “**364-Day Revolver Commitment Fee**”) equal to the Applicable Margin for the 364-Day Revolver Commitment Fee (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) multiplied by the actual daily difference between the amount of (i) the 364-Day Revolving Credit Commitments minus (ii) the 364-Day Revolving Facility Usage; provided that no Defaulting Lender with respect to the 364-Day Revolver shall be entitled to receive any 364-Day Revolver Commitment Fee for any period during which that Lender is a Defaulting Lender with respect to the 364-Day Revolver (and the Borrower shall not be required to pay any such 364-Day Revolver Commitment Fee that otherwise would have been required to have been paid to that Defaulting Lender). Subject to the proviso in the directly preceding sentence, all 364-Day Revolver Commitment Fees shall be payable in arrears on each Payment Date.

(c) The Borrower shall pay to the Administrative Agent a nonrefundable fee (the “**Administrative Agent’s Fee**”) under the terms of a letter (the “**Administrative Agent’s Letter**”) between the Borrower, PNC Capital Markets LLC and Administrative Agent, as amended from time to time.

2.4 Termination or Reduction of Revolving Credit Commitments. The Borrower shall have the right, upon not less than three (3) Business Days’ notice to the Administrative Agent, to terminate the Revolving Credit Commitments with respect to any Facility or, from time to time, to reduce the aggregate amount of the Revolving Credit Commitments with respect to any Facility (ratably among the Lenders under such Facility in proportion to their Ratable Shares under such Facility); provided that (i) no such termination or reduction of such Revolving Credit Commitments shall be permitted if, after giving effect thereto and to any prepayments of the Revolving Credit Loans with respect to such Revolving Credit Commitments subject to such termination or reduction made on the effective date thereof, the Revolving Facility Usage of such Facility would exceed the aggregate Revolving Credit Commitments of such Facility and (ii) if,

after giving effect to any reduction of such Revolving Credit Commitments, the Letter of Credit Sublimit, the Swing Loan Commitment or the Green Loan Sublimit exceeds the amount of the Revolving Credit Commitments under such Facility, such Letter of Credit Sublimit, Swing Loan Commitment or Green Loan Sublimit under such Facility, as applicable, shall be automatically reduced by the amount of such excess. Any such reduction shall be in an amount equal to

\$5,000,000, or a whole multiple thereof, and shall reduce permanently the Revolving Credit Commitments with respect to such Facility then in effect. Any such reduction or termination shall be accompanied by prepayment of the Notes with respect to such Facility, together with outstanding Commitment Fees with respect to such Facility, and the full amount of interest accrued on the principal sum to be prepaid (and all amounts referred to in Section 5.10 [Indemnity] hereof) to the extent necessary to cause the aggregate Revolving Facility Usage with respect to such Facility after giving effect to such prepayments to be equal to or less than the Revolving Credit Commitments of such Facility as so reduced or terminated. Any notice to reduce the Revolving Credit Commitments under this Section 2.4 shall be irrevocable.

2.5 Revolving Credit Loan Requests; Conversions and Renewals; Swing Loan Requests.

(a) 5-Year Revolving Credit Loan Requests; Conversions and Renewals. Except as otherwise provided herein, the Borrower may from time to time prior to the 5-Year Revolver Expiration Date request the 5-Year Revolver Lenders to make 5-Year Revolving Credit Loans, or renew or convert the Interest Rate Option applicable to existing 5-Year Revolving Credit Loans, pursuant to Section 4.2 [Interest Periods], by delivering to the Administrative

Agent, not later than 10:00 a.m., (i) three (3) Business Days prior to the proposed Borrowing Date with respect to the making of such 5-Year Revolving Credit Loans to which the Term SOFR Rate Option applies or the conversion to or the renewal of the Term SOFR Rate Option for any such 5-Year Revolving Credit Loans; and (ii) the same Business Day of the proposed Borrowing Date with respect to the making of a 5-Year Revolving Credit Loan to which the Base Rate Option applies or the last day of the preceding Interest Period with respect to the conversion to the Base Rate Option for any 5-Year Revolving Credit Loan, of a duly completed request therefor substantially in the form of Exhibit E-1 or a request by telephone immediately confirmed in writing by letter, facsimile or telex in such form (each, a “**5-Year Revolving Credit Loan Request**”), it being understood that the Administrative Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation.

(b) 364-Day Revolving Credit Loan Requests; Conversions and Renewals. Except as otherwise provided herein, the Borrower may from time to time prior to the 364-Day Revolver Expiration Date request the 364-Day Revolver Lenders to make 364-Day Revolving Credit Loans or renew or convert the Interest Rate Option applicable to existing 364-Day Revolving Credit Loans pursuant to Section 4.2 [Interest Periods], by delivering to the Administrative Agent, not later than 10:00 a.m., (i) three (3) Business Days prior to the proposed Borrowing Date with respect to the making of such 364-Day Revolving Credit Loans to which the Term SOFR Rate Option applies or the conversion to or the renewal of the Term SOFR Rate Option for any such 364-Day Revolving Credit Loans; and (ii) the same Business Day of the proposed Borrowing Date with respect to the making of a 364-Day Revolving Credit Loan to which the Base Rate Option applies or the last day of the preceding Interest Period with respect to the conversion to the Base Rate Option for any 364-Day Revolving Credit Loan, of a duly completed request therefor substantially in the form of Exhibit E-2 or a request by telephone immediately confirmed in writing by letter, facsimile or telex in such form (each, a “**364-Day Revolving Credit Loan Request**”), it being understood that the Administrative Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation.

(c) Revolving Credit Loan Requests Generally. Each Revolving Credit Loan Request shall be irrevocable and shall specify (i) the aggregate amount of the proposed Loans comprising each Borrowing Tranche, (ii) if applicable, the Interest Period, which amounts shall be in (x) integral multiples of \$100,000 and not less than \$1,000,000 for each Borrowing Tranche under the Term SOFR Rate Option, and (y) integral multiples of \$100,000 and not less than \$500,000 for each Borrowing Tranche under the Base Rate Option, (iii) if the Borrower so chooses, a term, expressed as a number of days (which shall in no event end later than the Expiration Date with respect to such Facility), beyond which such Borrowing Tranche may not be outstanding (the last day of such term the “**Specified Maturity Date**”) and (iv) whether such Loan is a 5-Year Revolver Green Loan or 364-Day Revolver Green Loan, as applicable.

(d) Swing Loan Requests. Except as otherwise provided herein, the Borrower may from time to time prior to the 5-Year Revolver Expiration Date request the Swing Loan Lender to make Swing Loans by delivery to the Swing Loan Lender not later than 12:00 noon on the proposed Borrowing Date of a duly completed request therefor substantially in the form of Exhibit F hereto or a request by telephone immediately confirmed in writing by letter, facsimile or telex (each, a “**Swing Loan Request**”), it being understood that the Administrative Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Swing Loan Request shall be irrevocable and shall specify the proposed Borrowing Date, the principal amount of such Swing Loan, which shall be not less than \$100,000, and whether such Swing Loan is at the Base Rate Option or the Daily Simple SOFR Option.

2.6 Making Revolving Credit Loans and Swing Loans; Presumptions by the Administrative Agent; Repayment of Revolving Credit Loans; Borrowings to Repay Swing Loans.

(a) Making Revolving Credit Loans (including Green Loans). The Administrative Agent shall, promptly after receipt by it of a Revolving Credit Loan Request pursuant to Section 2.5 [Revolving Credit Loan Requests; Swing Loan Requests], notify the applicable Lenders of its receipt of such Revolving Credit Loan Request specifying the information provided by the Borrower and the apportionment among such Lenders of the requested Revolving Credit Loans, as determined by the Administrative Agent in accordance with Section 2.2 [Nature of Lenders' Obligations with Respect to Revolving Credit Loans]. The 5-Year Revolver Lenders or the 364-Day Revolver Lenders, as applicable, shall remit its apportioned share (as provided to it by the Administrative Agent) of the principal amount of each Revolving Credit Loan to the Administrative Agent such that the Administrative Agent is able to, and the Administrative Agent shall, to the extent the Lenders have made funds available to it for such purpose and subject to Section 7.2 [Each Loan or Letter of Credit], fund such Revolving Credit Loans to the Borrower in U.S. Dollars and immediately available funds at the Principal Office prior to 2:00 p.m., on the applicable Borrowing Date.

(b) Repayment of Swing Loans. The Borrower shall repay the principal amount of each Swing Loan no later than on the earlier of (i) the 5-Year Revolver Expiration Date and (ii) the thirtieth (30th) day after the date such Swing Loan was advanced by the Swing Loan Lender. A Swing Loan may not be repaid with the proceeds from another Swing Loan.

(c) Making Swing Loans. So long as PNC elects to make Swing Loans, Swing Loan Lender shall, after receipt by it of a Swing Loan Request pursuant to Section 2.5(d), [Swing Loan Requests] fund such Swing Loan to the Borrower in U.S. Dollars and immediately available funds at the Principal Office prior to 4:00 p.m. on the Borrowing Date. Immediately upon the making of a Swing Loan, each 5-Year Revolver Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Swing Loan Lender a risk participation in such Swing Loan in an amount equal to the product of such Lender's 5-Year Revolver Ratable Share times the amount of such Swing Loan.

(d) Repayment of Revolving Credit Loans. The Borrower shall repay the principal amount of each Revolving Credit Loan, together with all outstanding interest thereon, no later than on the earlier of (i) the 5-Year Revolver Expiration Date (in the case of 5-Year Revolving Credit Loans) and the 364-Day Revolver Expiration Date (in the case of 364-Day Revolving Credit Loans) and (ii) the applicable Specified Maturity Date, if any, specified pursuant to clause (iii) of Section 2.5(c) [Revolving Credit Loan Requests; Conversions and Renewals] in the Revolving Credit Loan Request related to such Revolving Credit Loan.

(e) Borrowings to Repay Swing Loans.

(i) PNC may, at its option, exercisable at any time for any reason whatsoever, demand repayment of any or all of the outstanding Swing Loans, and each 5-Year Revolver Lender shall make a 5-Year Revolving Credit Loan in an amount equal to such Lender's 5-Year Revolver Ratable Share of the aggregate principal amount of the outstanding Swing Loans with respect to which repayment is demanded, plus, if PNC so requests, accrued interest thereon, provided that no 5-Year Revolver Lender shall be obligated in any event to make 5-Year Revolving Credit Loans in excess of its 5-Year Revolving Credit Commitment minus its 5-Year Revolver Ratable Share of Letter of Credit Obligations minus its 5-Year Revolver Ratable Share of any Swing Loans not so being repaid. 5-Year Revolving Credit Loans made pursuant to the preceding sentence shall bear interest at the Base Rate Option and shall be deemed to have been properly requested in accordance with Section 2.5(a) [Revolving Credit Loan Requests] without regard to any of the requirements of that provision. PNC shall provide notice to the 5-Year Revolver Lenders (which may be telephonic or written notice by letter, facsimile or telex) that such 5-Year Revolving Credit Loans are to be made under this Section 2.6(e) and of the apportionment among the 5-Year Revolver Lenders, and the 5-Year Revolver Lenders shall be unconditionally obligated to fund such 5-Year Revolving Credit Loans (whether or not the conditions specified in Section 2.5(a) [Revolving Credit Loan Requests] or in Section

7.2 [Each Loan or Letter of Credit] are then satisfied) by the time PNC so requests, which shall not be earlier than 3:00 p.m. on the next succeeding Business Day following the date the 5-Year Revolver Lenders receive such notice from PNC.

(ii) With respect to any Swing Loan that is not refinanced into 5-Year Revolving Credit Loans in whole or in part as contemplated by Section 2.6(e)(i), because of the Borrower's failure to satisfy the conditions set forth in Section 7.2 [Each Loan or Letter of Credit] other than any notice requirements, or for any other reason, each 5-Year Revolver Lender shall fund its risk participation in the applicable Swing Loan. Each 5-Year Revolver Lender's payment to the Swing Loan Lender pursuant to this Section 2.6(e)(ii) shall be deemed to be a payment in respect of its risk participation in such Swing Loan from such 5-Year Revolver Lender in satisfaction of its risk participation obligation under Section 2.6(c) [Making Swing Loans].

(iii) If any 5-Year Revolver Lender fails to make available to the Administrative Agent for the account of PNC (as the Swing Loan Lender) any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.6(e) by the time specified in Section 2.6(e)(i), the Swing Loan Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to the Swing Loan Lender at a rate per annum equal to the greater of the Effective Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any administrative, processing or similar fees customarily charged by the Swing Loan Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's 5-Year Revolver Revolving Credit Loan or funded participation, as applicable, with respect to such prepayment. A certificate of the Swing Loan Lender submitted to any 5-Year Revolver Lender (through the Administrative Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(f) Swing Loans Under Cash Management Agreements. In addition to making Swing Loans pursuant to the foregoing provisions of Section 2.6(c) [Making Swing Loans], without the requirement for a specific request from the Borrower pursuant to Section 2.5(d) [Swing Loan Requests], PNC as the Swing Loan Lender may make Swing Loans to the Borrower in accordance with the provisions of the Working Cash® Sweep Rider and any other agreements between the Borrower and such Swing Loan Lender relating to the Borrower's deposit, sweep and other accounts at such Swing Loan Lender and related arrangements and agreements regarding the management and investment of the Borrower's cash assets as in effect from time to time (the "**Cash Management Agreements**") to the extent of the daily aggregate net negative balance in the Borrower's accounts which are subject to the provisions of the Cash Management Agreements. Swing Loans made pursuant to this Section 2.6(f) in accordance with the provisions of the Cash Management Agreements shall (i) be subject to the limitations as to aggregate amount set forth in Section 2.1(c) [Swing Loan Commitment], (ii) not be subject to the limitations as to individual amount set forth in Section 2.5(d) [Swing Loan Requests], (iii) be payable by the Borrower, both as to principal and interest, at the rates and times set forth in the Cash Management Agreements (but in no event later than the 5-Year Revolver Expiration Date), (iv) not be made at any time after such Swing Loan Lender has received written notice of the occurrence of an Event of Default and so long as such shall continue to exist, or, unless consented to by the Required 5-Year Revolver Lenders, a Potential Default and so long as such shall continue to exist, (v) if not repaid by the Borrower in accordance with the provisions of the Cash Management Agreements, be subject to each Lender's obligation pursuant to Section 2.6(e) [Borrowings to Repay Swing Loans], and (vi) except as provided in the foregoing subsections (i) through (v), be subject to all of the terms and conditions of this Section 2.6(f).

2.7 Notes. The Obligation of the Borrower to repay the aggregate unpaid principal amount of the 5-Year Revolving Credit Loans, 364 Day Revolving Credit Loans and Swing Loans made to it by each Lender, together with interest thereon, shall be evidenced, at the

request of such Lender, by a revolving credit Note and the Swing Loan Note payable to the order of such Lender in a face amount equal to the 5-Year Revolving Credit Commitment, 364-Day Revolving Credit Commitment or Swing Loan Commitment, as applicable, of such Lender.

2.8 Reserved.

2.9 Letter of Credit Subfacility.

(a) Issuance of Letters of Credit. The Borrower may at any time prior to the 5- Year Revolver Expiration Date request the issuance of a standby letter of credit (each a “**Letter of Credit**”) for its own account or the account of any Subsidiary (in which case the Borrower and such Subsidiary shall be co-applicants with respect to such Letter of Credit), or the amendment or extension of an existing Letter of Credit, by delivering or transmitting electronically to the Issuing Lender (with a copy to the Administrative Agent) a completed application for letter of credit, or request for such amendment or extension, as applicable, in such form as the Issuing Lender may specify from time to time by no later than 10:00 a.m. at least five (5) Business Days, or such shorter period as may be agreed to by the Issuing Lender, in advance of the proposed date of issuance. The Borrower shall authorize and direct the Issuing Lender to name the Borrower or any Subsidiary as the “Applicant” or “Account Party” of each Letter of Credit. Promptly after receipt of any letter of credit application, the Issuing Lender shall confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of such Letter of Credit application and if not, the Issuing Lender will provide the Administrative Agent with a copy thereof. As of the Closing Date, each of the Existing Letters of Credit shall constitute, for all purposes of this Agreement and the other Loan Documents, a Letter of Credit issued and outstanding hereunder.

(i) Unless the Issuing Lender has received notice from any 5-Year Revolver Lender, the Administrative Agent or the Borrower, at least one day prior to the requested date of issuance, amendment or extension of the applicable Letter of Credit, that one or more applicable conditions in Section 7 [Conditions of Lending and Issuance of Letters of Credit] is not satisfied, then, subject to the terms and conditions hereof and in reliance on the agreements of the other 5-Year Revolver Lenders set forth in this Section 2.9, the Issuing Lender or any of the Issuing Lender’s Affiliates will issue the proposed Letter of Credit or agree to such amendment or extension, provided that, subject to the second to last sentence of this clause (a)(i), each Letter of Credit shall in no event expire later than the 5-Year Revolver Expiration Date and provided further that in no event shall (i) the Letter of Credit Obligations exceed, at any one time, \$15,000,000 (the “**Letter of Credit Sublimit**”) or (ii) the 5-Year Revolving Facility Usage exceed, at any one time, the 5-Year Revolving Credit Commitments. Each request by the Borrower for the issuance, amendment or extension of a Letter of Credit shall be deemed to be a representation by the Borrower that it shall be in compliance with the preceding sentence and with Section 7 [Conditions of Lending and Issuance of Letters of Credit] after giving effect to the requested issuance, amendment or extension of such Letter of Credit. Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to the beneficiary thereof, the applicable Issuing Lender will also deliver to the Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment. If any Letter of Credit Obligation for any reason remains outstanding seven (7) days prior to the applicable 5-Year Revolver Expiration Date, Borrower shall immediately Cash Collateralize the then outstanding amount of all Letter of Credit Obligations in the Minimum Collateral Amount or the Borrower shall have entered into other arrangements satisfactory to the Administrative Agent and the Issuing Lender with respect to such outstanding Letter of Credit Obligations. The Borrower hereby grants to the Administrative Agent, for the benefit of each Issuing Lender and the 5-Year Revolver Lenders, a security interest in all Cash Collateral pledged pursuant to this Section or otherwise under this Agreement.

(ii) Notwithstanding Section 2.9(a)(i), the Issuing Lender shall not be under any obligation to issue any Letter of Credit if (i) any order, judgment or decree of any Official Body or arbitrator shall by its terms purport to enjoin or restrain the Issuing Lender from issuing the Letter of Credit, or any Law applicable to the Issuing Lender or any request or

directive (whether or not having the force of law) from any Official Body with jurisdiction over the Issuing Lender shall prohibit, or request that the Issuing Lender refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon the Issuing Lender with respect to the Letter of Credit any restriction, reserve or capital requirement (for which the Issuing Lender is not otherwise compensated hereunder) not in effect on the Closing Date, or shall impose upon the Issuing Lender any unreimbursed loss, cost or expense which was not applicable on the Closing Date and which the Issuing Lender in good faith deems material to it, (ii) the issuance of the Letter of Credit would violate one or more policies of the Issuing Lender applicable to letters of credit generally or (iii) any Lender is at that time a Defaulting Lender with respect to the 5-Year Revolver, unless the Issuing Lender has entered into arrangements, including the delivery of Cash Collateral, satisfactory to the Issuing Lender (in its sole discretion) with the Borrower or such Lender to eliminate the Issuing Lender's actual or potential Fronting Exposure (after giving effect to Section 2.10(a)(iv)) with respect to such Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other Issuing Lender Obligations as to which the Issuing Lender has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(b) Letter of Credit Fees. The Borrower shall pay (i) to the Administrative Agent for the ratable account of the 5-Year Revolver Lenders a fee (the "**Letter of Credit Fee**") equal to the Applicable Margin for Letters of Credit times the daily amount available to be drawn under each Letter of Credit, and (ii) to the Issuing Lender for its own account a fronting fee equal to 0.125% per annum on the daily amount available to be drawn under each Letter of Credit. All Letter of Credit Fees and fronting fees shall be computed on the basis of a year of 360 days and actual days elapsed and shall be payable quarterly in arrears on each Payment Date following issuance of each Letter of Credit. The Borrower shall also pay to the Issuing Lender for the Issuing Lender's sole account the Issuing Lender's then in effect customary fees and administrative expenses payable with respect to the Letters of Credit as the Issuing Lender may generally charge or incur from time to time in connection with the issuance, maintenance, amendment (if any), assignment or transfer (if any), negotiation, and administration of Letters of Credit.

(c) Disbursements, Reimbursement. Immediately upon the issuance of each Letter of Credit, each 5-Year Revolver Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the Issuing Lender a participation in such Letter of Credit and each drawing thereunder in an amount equal to such Lender's 5-Year Revolver Ratable Share of the maximum amount available to be drawn under such Letter of Credit and the amount of such drawing, respectively.

(i) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the Issuing Lender will promptly notify the Borrower and the Administrative Agent thereof. Provided that it shall have received such notice, the Borrower shall reimburse (such obligation to reimburse the Issuing Lender shall sometimes be referred to as a "**Reimbursement Obligation**") the Issuing Lender prior to 12:00 noon on each date that an amount is paid by the Issuing Lender under any Letter of Credit (each such date, a "**Drawing Date**") by paying to the Administrative Agent for the account of the Issuing Lender an amount equal to the amount so paid by the Issuing Lender. In the event the Borrower fails to reimburse the Issuing Lender (through the Administrative Agent) for the full amount of any drawing under any Letter of Credit by 12:00 noon on the Drawing Date, the Administrative Agent will promptly notify each 5-Year Revolver Lender thereof, and the Borrower shall be deemed to have requested that 5-Year Revolving Credit Loans be made by the 5-Year Revolver Lenders under the Base Rate Option to be disbursed on the Drawing Date under such Letter of Credit, subject to the amount of the unutilized portion of the 5-Year Revolving Credit Commitment and subject to the conditions set forth in Section 7.2 [Each Loan or Letter of Credit] other than any notice requirements. Any notice given by the Administrative Agent or Issuing Lender pursuant to this Section 2.9(c)(i) may be oral if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each 5-Year Revolver Lender shall upon any notice pursuant to Section 2.9(c)(i) make available to the Administrative Agent for the account of the Issuing

Lender an amount in immediately available funds equal to its 5-Year Revolver Ratable Share of the amount of the drawing, whereupon the participating 5-Year Revolver Lenders shall (subject to Section 2.9(c) [Disbursements; Reimbursement]) each be deemed to have made a 5-Year Revolving Credit Loan under the Base Rate Option to the Borrower in that amount. If any 5-Year Revolver Lender so notified fails to make available to the Administrative Agent for the account of the Issuing Lender the amount of such Lender's 5-Year Revolver Ratable Share of such amount by no later than 2:00 p.m. on the Drawing Date, then interest shall accrue on such Lender's obligation to make such payment, from the Drawing Date to the date on which such Lender makes such payment (i) at a rate per annum equal to the Effective Federal Funds Rate during the first three (3) days following the Drawing Date and (ii) at a rate per annum equal to the rate applicable to 5-Year Revolving Credit Loans under the Base Rate Option on and after the fourth day following the Drawing Date. The Administrative Agent and the Issuing Lender will promptly give notice (as described in Section 2.9(c)(i) above) of the occurrence of the Drawing Date, but failure of the Administrative Agent or the Issuing Lender to give any such notice on the Drawing Date or in sufficient time to enable any 5-Year Revolver Lender to effect such payment on such date shall not relieve such Lender from its obligation under this Section 2.9(c)(ii).

(iii) With respect to any unreimbursed drawing that is not converted into 5-Year Revolving Credit Loans under the Base Rate Option to the Borrower in whole or in part as contemplated by Section 2.9(c)(i), because of the Borrower's failure to satisfy the conditions set forth in Section 7.2 [Each Loan or Letter of Credit] other than any notice requirements, or for any other reason, the Borrower shall be deemed to have incurred from the Issuing Lender a borrowing (each a "**Letter of Credit Borrowing**") in the amount of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to the 5-Year Revolving Credit Loans under the Base Rate Option. Each 5-Year Revolver Lender's payment to the Administrative Agent for the account of the Issuing Lender pursuant to Section 2.9(c) [Disbursements, Reimbursement] shall be deemed to be a payment in respect of its participation in such Letter of Credit Borrowing (each a "**Participation Advance**") from such Lender in satisfaction of its participation obligation under this Section 2.9(c).

(d) Repayment of Participation Advances.

(i) Upon (and only upon) receipt by the Administrative Agent for the account of the Issuing Lender of immediately available funds from the Borrower (i) in reimbursement of any payment made by the Issuing Lender under the Letter of Credit with respect to which any 5-Year Revolver Lender has made a Participation Advance to the Administrative Agent, or (ii) in payment of interest on such a payment made by the Issuing Lender under such a Letter of Credit, the Administrative Agent on behalf of the Issuing Lender will pay to each 5-Year Revolver Lender, in the same funds as those received by the Administrative Agent, the amount of such Lender's 5-Year Revolver Ratable Share of such funds, except the Administrative Agent shall retain for the account of the Issuing Lender the amount of the 5-Year Revolver Ratable Share of such funds of any 5-Year Revolver Lender that did not make a Participation Advance in respect of such payment by the Issuing Lender.

(ii) If the Administrative Agent is required at any time to return to the Borrower, or to a trustee, receiver, liquidator, custodian, or any official in any Insolvency Proceeding, any portion of any payment made by the Borrower to the Administrative Agent for the account of the Issuing Lender pursuant to this Section in reimbursement of a payment made under any Letter of Credit or interest or fees thereon, each 5-Year Revolver Lender shall, on demand of the Administrative Agent, forthwith return to the Administrative Agent for the account of the Issuing Lender the amount of its 5-Year Revolver Ratable Share of any amounts so returned by the Administrative Agent plus interest thereon from the date such demand is made to the date such amounts are returned by such Lender to the Administrative Agent, at a rate per annum equal to the Effective Federal Funds Rate in effect from time to time.

(e) Documentation. The Borrower agrees to be bound by the terms of the Issuing Lender's application and agreement for letters of credit and the Issuing Lender's written regulations and customary practices relating to letters of credit, though such interpretation may be different from the Borrower's own. In the event of a conflict between such application or agreement and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of gross negligence or willful misconduct, the Issuing Lender shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following the Borrower's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

(f) Determinations to Honor Drawing Requests. In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, the Issuing Lender shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit.

(g) Nature of Participation and Reimbursement Obligations. Each 5-Year Revolver Lender's obligation in accordance with this Agreement to make the 5-Year Revolving Credit Loans or Participation Advances, as contemplated by Section 2.9(c) [Disbursements, Reimbursement], as a result of a drawing under a Letter of Credit, and the Obligations of the Borrower to reimburse the Issuing Lender upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.9 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right which such 5-Year Revolver Lender may have against the Issuing Lender or any of its Affiliates, the Borrower or any other Person for any reason whatsoever, or which the Borrower may have against the Issuing Lender or any of its Affiliates, any 5-Year Revolver Lender or any other Person for any reason whatsoever;

(ii) the failure of the Borrower or any other Person to comply, in connection with a Letter of Credit Borrowing, with the conditions set forth in Sections 2.1 [Revolving Credit Commitments], 2.5 [Revolving Credit Loan Requests; Swing Loan Requests], 2.6 [Making Revolving Credit Loans and Swing Loans; Etc.] or 7.2 [Each Loan or Letter of Credit] or as otherwise set forth in this Agreement for the making of a Revolving Credit Loan, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing and the obligation of the 5-Year Revolver Lenders to make Participation Advances under Section 2.9(c) [Disbursements, Reimbursement];

(iii) any lack of validity or enforceability of any Letter of Credit;

(iv) any claim of breach of warranty that might be made by the Borrower or any 5-Year Revolver Lender against any beneficiary of a Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, crossclaim, defense or other right which the Borrower or any 5-Year Revolver Lender may have at any time against a beneficiary, successor beneficiary any transferee or assignee of any Letter of Credit or the proceeds thereof (or any Persons for whom any such transferee may be acting), the Issuing Lender or its Affiliates or any 5-Year Revolver Lender or any other Person, whether in connection with this Agreement, the transactions contemplated herein or any unrelated transaction (including any underlying transaction between the Borrower or Subsidiaries of the Borrower and the beneficiary for which any Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, or the transport of any property or provision of services relating to a Letter of Credit, in each case even if the Issuing Lender or any of its Affiliates has been notified thereof;

(vi) payment by the Issuing Lender or any of its Affiliates under any Letter of Credit against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit;

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(viii) any failure by the Issuing Lender or any of its Affiliates to issue any Letter of Credit in the form requested by the Borrower, unless the Issuing Lender has received written notice from the Borrower of such failure within three Business Days after the Issuing Lender shall have furnished the Borrower and the Administrative Agent a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) any adverse change in the business, operations, properties, assets, condition (financial or otherwise) or prospects of the Borrower or Subsidiaries of the Borrower;

(x) any breach of this Agreement or any other Loan Document by any party thereto;

(xi) the occurrence or continuance of an Insolvency Proceeding with respect to the Borrower;

(xii) the fact that an Event of Default or a Potential Default shall have occurred and be continuing;

(xiii) the fact that the 5-Year Revolver Expiration Date shall have passed or this Agreement or the Commitments hereunder shall have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(h) Indemnity. The Borrower hereby agrees to protect, indemnify, pay and save harmless the Issuing Lender and any of its Affiliates that has issued a Letter of Credit from and against any and all claims, demands, liabilities, damages, taxes, penalties, interest, judgments, losses, costs, charges and expenses (including reasonable fees, expenses and disbursements of counsel and allocated costs of internal counsel) which the Issuing Lender or any of its Affiliates may incur or be subject to as a consequence, direct or indirect, of the issuance of any Letter of Credit, other than as a result of the gross negligence or willful misconduct of the Issuing Lender as determined by a final non-appealable judgment of a court of competent jurisdiction.

(i) Liability for Acts and Omissions. As between the Borrower and the Issuing Lender, or the Issuing Lender's Affiliates, the Borrower assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the foregoing, the Issuing Lender shall not be responsible for any of the following, including any losses or damages to the Borrower or other Person or property relating therefrom: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if the Issuing Lender or its Affiliates shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required

in order to draw upon such Letter of Credit or any other claim of the Borrower against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among the Borrower and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of the Issuing Lender or its Affiliates, as applicable, including any act or omission of any Official Body, and none of the above shall affect or impair, or prevent the vesting of, any of the Issuing Lender's or its Affiliates rights or powers hereunder. Nothing in the preceding sentence shall relieve the Issuing Lender from liability for the Issuing Lender's gross negligence or willful misconduct in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall the Issuing Lender or its Affiliates be liable to the Borrower for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including attorneys' fees), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

Without limiting the generality of the foregoing, the Issuing Lender and each of its Affiliates (i) may rely on any oral or other communication believed in good faith by the Issuing Lender or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit, (ii) may honor any presentation if the documents presented appear on their face substantially to comply with the terms and conditions of the relevant Letter of Credit; (iii) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by the Issuing Lender or its Affiliate; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on the Issuing Lender or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each an "**Order**")

and honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by the Issuing Lender or its Affiliates under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith, shall not put the Issuing Lender or its Affiliates under any resulting liability to the Borrower or any Lender.

(j) Issuing Lender Reporting Requirements. Each Issuing Lender shall, on the first Business Day of each month, provide to Administrative Agent and Borrower a schedule of the Letters of Credit issued by it, in form and substance satisfactory to Administrative Agent, showing the date of issuance of each Letter of Credit, the account party, the original face amount (if any), and the expiration date of any Letter of Credit outstanding at any time during the preceding month, and any other information relating to such Letter of Credit that the Administrative Agent may request.

2.10 Defaulting Lenders.

(a) Defaulting Lender Adjustments. Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender with respect to a

Facility, then, until such time as such Lender is no longer a Defaulting Lender with respect to such Facility, to the extent permitted by applicable law:

(i) Waivers and Amendments. Such Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in the definition of Required Lenders, Required 5-Year Revolver Lenders and Required 364-Day Revolver Lenders, as applicable.

(ii) Defaulting Lender Waterfall. Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of such Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article 10 [Default] or otherwise) or received by the Administrative Agent from such Defaulting Lender pursuant to Section 10.2(b) [Set-Off] shall be applied at such time or times as may be determined by the Administrative Agent as follows: *first*, to the payment of any amounts owing by such Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by such Defaulting Lender to any Issuing Lender or Swing Loan Lender hereunder; *third*, to Cash Collateralize the Issuing Lender's Fronting Exposure with respect to such Defaulting Lender in accordance with Section 5.12 [Cash Collateral]; *fourth*, as the Borrower may request (so long as no Potential Default or Event of Default exists), to the funding of any Loan in respect of which such Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrower, to be held in a deposit account and released pro rata in order to (x) satisfy such Defaulting Lender's potential future funding obligations with respect to Loans under the Facility to which such Lender is a Defaulting Lender under this Agreement and (y) Cash Collateralize the Issuing Lender's future Fronting Exposure with respect to such Defaulting Lender with respect to

future Letters of Credit issued under this Agreement, in accordance with Section 5.12 [Cash Collateral]; *sixth*, to the payment of any amounts owing to the Lenders, the Issuing Lender or Swing Loan Lender as a result of any judgment of a court of competent jurisdiction obtained by any Lender, the Issuing Lender or Swing Loan Lender against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Potential Default or Event of Default exists, to the payment of any amounts owing to the Borrower as a result of any judgment of a court of competent jurisdiction obtained by the Borrower against such Defaulting Lender as a result of such Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to such Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (x) such payment is a payment of the principal amount of any Loans or Letter of Credit Borrowing in respect of which such Defaulting Lender has not fully funded its appropriate share, and (y) such Loans were made or the related Letters of Credit were issued at a time when the conditions set forth in Section 7.2 [Each Loan or Letter of Credit] were satisfied or waived, such payment shall be applied solely to pay the Loans of, and Letter of Credit Borrowings owed to, all Non-Defaulting Lenders under the applicable Facility on a pro rata basis prior to being applied to the payment of any Loans of, or Letter of Credit Borrowing owed to, such Defaulting Lender until such time as all Loans with respect to such Facility and funded and unfunded participations in Letter of Credit Obligations and Swing Loans are held by the Lenders under the applicable Facility pro rata in accordance with the Commitments under such Facility without giving effect to Section 2.10(a)(iv) [Reallocation of Participations to Reduce Fronting Exposure]. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.10(a)(i) [Defaulting Lender Waterfall] shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) Certain Fees.

(A) No Defaulting Lender with respect to a Facility shall be entitled to receive any Commitment Fee with respect to such Facility for any period during which that Lender is a Defaulting Lender with respect to such Facility (and the Borrower shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender).

(B) Each Defaulting Lender under the 5-Year Revolver shall be entitled to receive Letter of Credit Fees for any period during which that Lender is a Defaulting Lender with respect to the 5-Year Revolver only to the extent allocable to its 5-Year Revolver Ratable Share of the stated amount of Letters of Credit for which it has provided Cash Collateral pursuant to Section 5.12 [Cash Collateral].

(C) With respect to any Commitment Fee or Letter of Credit Fee not required to be paid to any Defaulting Lender pursuant to clause (A) or (B) above, the Borrower shall (x) pay to each Non-Defaulting Lender under the applicable Facility that portion of any such fee otherwise payable to such Defaulting Lender with respect to such Defaulting Lender's participation in Letter of Credit Obligations or Swing Loans that has been reallocated to such Non-Defaulting Lender pursuant to clause (iv) below, (y) pay to each Issuing Lender and Swing Loan Lender, as applicable, the amount of any such fee otherwise payable to such Defaulting Lender to the extent allocable to such Issuing Lender's or Swing Loan Lender's Fronting Exposure to such Defaulting Lender, and (z) not be required to pay the remaining amount of any such fee.

(iv) Reallocation of Participations to Reduce Fronting Exposure. All or any part of such Defaulting Lender's participation in Letter of Credit Obligations and Swing Loans shall be reallocated among the Non-Defaulting Lenders in accordance with their respective 5-Year Revolver Ratable Shares (calculated without regard to such Defaulting Lender's 5-Year Revolving Credit Commitment) but only to the extent that such reallocation does not cause the aggregate 5-Year Revolving Facility Usage of any Non-Defaulting Lender to exceed such Non-Defaulting Lender's 5-Year Revolving Credit Commitment. Subject to Section 12.15, no reallocation hereunder shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.

(v) Cash Collateral, Repayment of Swing Loans. If the reallocation described in clause (iv) above cannot, or can only partially, be effected, the Borrower shall, without prejudice to any right or remedy available to it hereunder or under law, (x) first, prepay Swing Loans in an amount equal to the Swing Loan Lender's Fronting Exposure and (y) second, Cash Collateralize the Issuing Lender's Fronting Exposure in accordance with the procedures set forth in Section 5.12 [Cash Collateral].

(b) Defaulting Lender Cure. If the Borrower, the Administrative Agent, Swing Loan Lender and Issuing Lender agree in writing that a Lender is no longer a Defaulting Lender with respect to a Facility, the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase at par that portion of outstanding Loans of the other Lenders with respect to such Facility or take such other actions as the Administrative Agent may determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Loans with respect to such Facility to be held pro rata by the Lenders with respect to such Facility in accordance with the Commitments under such Facility (without giving effect to Section 2.10 (a)(iv) [Reallocation of Participations to Reduce Fronting Exposure]), whereupon such Lender will cease to be a Defaulting Lender with respect to such Facility; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of the Borrower while that Lender was a Defaulting Lender with respect to such Facility; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

(c) New Swing Loans/Letters of Credit. So long as any 5-Year Revolver Lender is a Defaulting Lender, (i) the Swing Loan Lender shall not be required to fund any Swing Loans unless it is satisfied that it will have no Fronting Exposure after giving effect to

such Swing Loan and (ii) no Issuing Lender shall be required to issue, extend, renew or increase any Letter of Credit unless it is satisfied that it will have no Fronting Exposure after giving effect thereto.

2.11 Increase in Revolving Credit Commitments.

(a) Increasing Lenders and New Lenders. The Borrower may, at any time after the Closing Date, request that (x) with respect to the 5-Year Revolver (1) the current 5-Year Revolver Lenders increase their 5-Year Revolving Credit Commitments (any such current Lender which elects to increase its 5-Year Revolving Credit Commitment shall be referred to as an "Increasing 5-Year Revolver Lender") or (2) one or more new lenders (each a "New 5-Year Revolver Lender") join this Agreement and provide a 5-Year Revolving Credit Commitment hereunder and (y) with respect to the 364-Day Revolver (1) the current 364-Day Revolver Lenders increase their 364-Day Revolving Credit Commitments (any such current Lender which elects to increase its 364-Day Revolving Credit Commitment shall be referred to as an "Increasing 364- Day Revolver Lender"; together with Increasing 5-Year Revolver Lenders, the "Increasing Lenders") or (2) one or more new lenders (each a "New 364-Day Revolver Lender"; together with New 5-Year Revolver Lenders, the "New Lenders") join this Agreement and provide a 364-Day Revolving Credit Commitment hereunder, in each case, subject to the following terms and conditions:

(i) No Obligation to Increase. No current Lender shall be obligated to increase its Revolving Credit Commitment and any increase in the Revolving Credit Commitment by any current Lender shall be in the sole discretion of such current Lender;

(ii) Defaults. There shall exist no Events of Default or Potential Default on the effective date of such increase and after giving effect to such increase;

(iii) Aggregate Revolving Credit Commitments. After giving effect to such increase (1) with respect to the 5-Year Revolver, the total 5-Year Revolving Credit Commitments shall not exceed \$300,000,000 and (2) with respect to the 364-Day Revolver, the total 364-Day Revolving Credit Commitments shall not exceed \$300,000,000;

(iv) Minimum Revolving Credit Commitments. After giving effect to such increase (1) with respect to the 5-Year Revolver, the amount of the 5-Year Revolving Credit Commitments provided by each of the New 5-Year Revolver Lenders and each of the Increasing 5-Year Revolver Lenders shall be at least \$25,000,000, unless such amount is greater than the then remaining increase available under Section 2.11(a)(iii)(1) and (2) with respect to the 364-Day Revolver, the amount of the 364-Day Revolving Credit Commitments provided by each of the New 364-Day Revolver Lenders and each of the Increasing 364-Day Revolver Lenders shall be at least \$25,000,000, unless such amount is greater than the then remaining increase available under Section 2.11(a)(iii)(2);

(v) Resolutions; Opinion. The Borrower shall deliver to the Administrative Agent on or before the effective date of such increase the following documents in a form reasonably acceptable to the Administrative Agent: (1) certifications of their corporate secretaries with attached resolutions certifying that the increase in the Revolving Credit Commitment has been approved by the Borrower, and (2) an opinion of counsel addressed to the Administrative Agent and the Lenders addressing the authorization and execution of the Loan Documents by, and enforceability of the Loan Documents against, the Borrower;

(vi) Notes. The Borrower shall execute and deliver (1) to each Increasing Lender to whom a Note was previously issued a replacement revolving credit Note reflecting the new amount of such Increasing Lender's 5-Year Revolving Credit Commitment or 364-Day Revolving Credit Commitment, as the case may be, after giving effect to the increase (and such prior Note, if any, issued to such Increasing Lender shall be deemed to be terminated) and (2) to each New Lender requesting a Note a revolving credit Note reflecting the amount of such New Lender's 5-Year Revolving Credit Commitment or 364-Day Revolving Credit Commitment, as the case may be;

(vii) Approval of New Lenders. Any New Lender shall be subject to the approval of the Administrative Agent, the Issuing Lender (in the case of a New 5-Year Revolver Lender) and the Swing Loan Lender (in the case of a New 5-Year Revolver Lender), not to be unreasonably withheld or delayed;

(viii) Increasing Lenders. Each Increasing Lender shall confirm its agreement to increase its 5-Year Revolving Credit Commitment or 364-Day Revolving Credit Commitment, as the case may be, pursuant to an acknowledgement in a form acceptable to the Administrative Agent, signed by it and the Borrower and delivered to the Administrative Agent at least five (5) days before the effective date of such increase; and

(ix) New Lenders--Joinder. Each New Lender shall execute a lender joinder in substantially the form of Exhibit G pursuant to which such New Lender shall join and become a party to this Agreement and the other Loan Documents with a Revolving Credit Commitment in the amount set forth in such lender joinder.

(b) Treatment of Outstanding Loans and Letters of Credit.

(i) Borrowing of New Loans. Each of the Lenders with respect to a Facility being increased shall participate in any new Loans with respect to such Facility made on or after such date in accordance with their respective Ratable Shares with respect to such Facility after giving effect to the increase in Revolving Credit Commitments under such Facility contemplated by this Section 2.11.

(ii) Outstanding Letters of Credit and Loans. On the effective date of such increase, each Increasing 5-Year Revolver Lender and each New 5-Year Revolver Lender (x) will be deemed to have purchased a participation in each then outstanding Letter of Credit equal to its 5-Year Revolver Ratable Share of such Letter of Credit and the participation of each other 5-Year Revolver Lender in such Letter of Credit shall be adjusted accordingly and (y) will acquire, (and will pay to the Administrative Agent, for the account of each 5-Year Revolver Lender, in immediately available funds, an amount equal to) its 5-Year Revolver Ratable Share of all outstanding Participation Advances.

2.12 Extension of Expiration Date.

(a) Requests for Extension. The Borrower may extend (i) the 364-Day Revolver Expiration Date then in effect hereunder (the "Existing 364-Day Revolver Expiration Date") for up to three (3) additional 364-day periods, by written notice to the Administrative Agent (who shall promptly notify the 364-Day Revolver Lenders) at any time after the Closing Date, but

no earlier than 90 days prior to the Existing 364-Day Revolver Expiration Date, by requesting that each 364-Day Revolver Lender extend such Lender's 364-Day Revolver Expiration Date for an additional 364 days from the Existing 364-Day Revolver Expiration Date (it being understood that,

(A) the extension of the 364-Day Revolver Expiration Date from August 11, 2022 to August 10, 2023 pursuant to the First Amendment and (B) the extension of the 364-Day Revolver Expiration Date from August 10, 2023 to August 8, 2024 pursuant to the Second Amendment, shall not be deemed an exercise by the Borrower of its option to extend the then Existing 364-Day Revolver Expiration Date as set forth in this clause (a)(i) and (ii) the 5-Year Revolver Expiration Date then in effect hereunder (the "Existing 5-Year Revolver Expiration Date") for up to three (3) additional 1-year periods, by written notice to the Administrative Agent (who shall promptly notify the 5-Year Revolver Lenders) at any time after the first (1st) anniversary of the Closing Date, but prior to the Existing 5-Year Revolver Expiration Date and no more than once in any 12-month period, by requesting that each 5-Year Revolver Lender extend such Lender's 5-Year Revolver Expiration Date for an additional 1-year period from the Existing 5-Year Revolver Expiration Date.

(b) Lender Elections to Extend. Each such Lender under the Facility subject to the extension request (such Facility, the “Proposed Extended Facility”), acting in its sole and individual discretion, shall promptly notify the Administrative Agent in writing (but in any event no later than the Existing Expiration Date of the Proposed Extended Facility) whether or not such Lender agrees to such extension (each such 5-Year Revolver Lender that determines not to so extend its Existing 5-Year Revolver Expiration Date, a “Non-Extending 5-Year Revolver Lender”; and each such 364-Day Revolver Lender that determines not to so extend its Existing 364-Day Revolver Expiration Date, a “Non-Extending 364-Day Revolver Lender”) and any Lender that does not so advise the Administrative Agent on or before the Existing Expiration Date of the Proposed Extended Facility shall be deemed to be a Non-Extending Lender with respect to such Proposed Extended Facility. The election of any Lender to agree to such extension shall not obligate any other Lender to so agree.

(c) Notification by Administrative Agent. The Administrative Agent shall notify the Borrower in writing of each Lender’s determination under this Section 2.12 prior to the Existing Expiration Date for such Proposed Extended Facility.

(d) Additional Commitment Lenders. The Borrower shall have the right on or before the Existing Expiration Date of the Proposed Extended Facility to replace each Non- Extending Lender with respect to such Proposed Extended Facility with, and add as “Lenders” under this Agreement in place thereof, one or more Eligible Assignees, which may be a then existing Lender under the Proposed Extended Facility (each, an “Additional Commitment Lender”; an Additional Commitment Lender under the 5-Year Revolver being referred to herein as an “Additional 5-Year Revolver Commitment Lender”; and an Additional Commitment Lender under the 364-Day Revolver being referred to herein as an “Additional 364-Day Revolver Commitment Lender”) with the approval of the Administrative Agent, Swing Loan Lender (if the Proposed Extended Facility is the 5-Year Revolver) and the Issuing Lender (if the Proposed Extended Facility is the 5-Year Revolver) (which approvals shall not be unreasonably withheld), each of which Additional Commitment Lenders shall have entered into an agreement in form and substance satisfactory to the Borrower and the Administrative Agent pursuant to which such Additional Commitment Lender shall, effective as of the Existing Expiration Date of the Proposed Extended Facility, undertake a Revolving Credit Commitment with respect to the Proposed

Extended Facility (and, if any such Additional Commitment Lender is already a Lender under the Proposed Extended Facility, its Revolving Credit Commitment with respect to the Proposed Extended Facility shall be in addition to such Lender’s then existing Revolving Credit Commitment under the Proposed Extended Facility on such date).

(e) Minimum Extension Requirement. If (and only if) the total of the Revolving Credit Commitments of the Lenders with respect to the Proposed Extended Facility that have agreed so to extend their Expiration Date under the Proposed Extended Facility and the additional Revolving Credit Commitments of the Additional Commitment Lenders with respect to the Proposed Extended Facility shall be more than 50% of the aggregate amount of the Revolving Credit Commitments of the Proposed Extended Facility in effect immediately prior to the Existing Expiration Date of such Proposed Extended Facility, then, effective as of such Existing Expiration Date, such Existing Expiration Date of each such Lender and of each such Additional Commitment Lender with respect to such Proposed Extended Facility shall be extended to (i) with respect to an extension of the 364-Day Revolver, the date falling 364 days after the Existing 364-Day Revolver Expiration Date (except that, if such date is not a Business Day, such Expiration Date as so extended shall be the preceding Business Day) and each such Additional 364-Day Revolver Commitment Lender shall thereupon become a “364-Day Revolver Lender” for all purposes of this Agreement and (ii) with respect to an extension of the 5-Year Revolver, the date falling 1 year after the Existing 5-Year Revolver Expiration Date (except that, if such date is not a Business Day, such Expiration Date as so extended shall be the preceding Business Day) and each such Additional 5-Year Revolver Commitment Lender shall thereupon become a “5-Year Revolver Lender” for all purposes of this Agreement.

(f) Conditions to Effectiveness of Extensions. Notwithstanding the foregoing, the extension of the Expiration Date of any such Proposed Extended Facility pursuant to this Section shall not be effective with respect to any Lender unless:

(i) as of the date of such extension of the Expiration Date of such Proposed Extended Facility and after giving effect thereto, the representations and warranties of the Borrower shall be true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event shall be true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section, the representations and warranties contained in Section 6.6 [Financial Statements] shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 [Reporting Requirements];

(ii) no Event of Default or Potential Default shall have occurred and be continuing on the date of such extension of such Expiration Date and after giving effect thereto; and

(iii) on or before such Expiration Date of each Non-Extending Lender with respect to such Proposed Extended Facility, (x) the Borrower shall have paid in full the principal of and interest on all of the Loans made by such Non-Extending Lender to the Borrower under such Proposed Extended Facility and (y) the Borrower shall have paid in full all other Obligations owing to such Lender hereunder and under the other Loan Documents with respect to

such Proposed Extended Facility (it being understood that after giving effect to this clause (iii) with respect to any Non-Extending Lender, such Non-Extending Lender's Commitment with respect to such Proposed Extended Facility shall be deemed terminated on the Existing Expiration Date of such Proposed Extended Facility and such Non-Extending Lender shall no longer be a "Lender" under such Proposed Extended Facility).

ARTICLE 3 RESERVED

ARTICLE 4 INTEREST RATES

4.1 Interest Rate Options. The Borrower shall pay interest in respect of the outstanding unpaid principal amount of the Loans as selected by it from the Base Rate Option or the Term SOFR Rate Option set forth below applicable to the Revolving Credit Loans, or the Base Rate Option or the Daily Simple SOFR Option set forth below applicable to the Swing Loans, respectively, it being understood that, subject to the provisions of this Agreement, the Borrower may select different Interest Rate Options and different Interest Periods to apply simultaneously to the Revolving Credit Loans comprising different Borrowing Tranches and may convert to or renew one or more Interest Rate Options with respect to all or any portion of the Revolving Credit Loans comprising any Borrowing Tranche; provided that there shall not be at any one time outstanding more than eight (8) Borrowing Tranches of Revolving Credit Loans; provided further that if an Event of Default or Potential Default exists and is continuing, the Borrower may not request, convert to, or renew the Term SOFR Rate Option for any Revolving Credit Loans and the Required Lenders may demand that all existing Borrowing Tranches bearing interest under the Term SOFR Rate Option shall be converted immediately to the Base Rate Option, subject to the obligation of the Borrower to pay any indemnity under Section 5.10 [Indemnity] in connection with such conversion. If at any time the designated rate applicable to any Loan made by any Lender exceeds such Lender's highest lawful rate, the rate of interest on such Lender's Loan shall be limited to such Lender's highest lawful rate. The applicable Base Rate, Daily Simple SOFR or Term SOFR Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

(a) Revolving Credit Interest Rate Options. The Borrower shall have the right to select from the following Interest Rate Options applicable to the Revolving Credit Loans or Green Loans:

(i) Revolving Credit Base Rate Option: A fluctuating rate per annum (computed on the basis of a year of 365 or 366 days, as the case may be, and actual days elapsed) equal to the Base Rate plus the Applicable Margin applicable to the 5-Year Revolver or the 364- Day Revolver, as the case may be, such interest rate to change automatically from time to time effective as of the effective date of each change in the Base Rate; or

(ii) Revolving Credit Term SOFR Rate Option: A rate per annum (computed on the basis of a year of 360 days and actual days elapsed) equal to the Term SOFR Rate as determined for each applicable Interest Period plus the SOFR Adjustment plus the Applicable Margin applicable to the 5-Year Revolver or the 364-Day Revolver, as the case may be.

(b) Swing Loan Interest Rate. Borrower shall have the right to select from the following Interest Rate Options applicable to Swing Loans: (i) the Base Rate Option applicable to 5-Year Revolving Credit Loans or (ii) a fluctuating rate per annum (computed on the basis of a year of 360 days and actual days elapsed) equal to Daily Simple SOFR plus the SOFR Adjustment, in each case, plus the Applicable Margin.

(c) Rate Quotations. The Borrower may call the Administrative Agent on or before the date on which a Revolving Credit Loan Request is to be delivered to receive an indication of the rates then in effect, but it is acknowledged that such projection shall not be binding on the Administrative Agent or the Lenders nor affect the rate of interest which thereafter is actually in effect when the election is made.

(d) Conforming Changes Relating to Term SOFR Rate or Daily Simple SOFR. With respect to the Term SOFR Rate or Daily Simple SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document; provided that, the Administrative Agent shall provide notice to the Borrower and the Lenders of each such amendment implementing such Conforming Changes reasonably promptly after such amendment becomes effective.

4.2 Interest Periods. At any time when the Borrower shall select, convert to or renew a Term SOFR Rate Option, the Borrower shall notify the Administrative Agent thereof at least three (3) Business Days prior to the effective date of such Term SOFR Rate Option by delivering a Revolving Credit Loan Request. The notice shall specify an Interest Period during which such Interest Rate Option shall apply. Notwithstanding the preceding sentence, the following provisions shall apply to any selection of, renewal of, or conversion to a Term SOFR Rate Option:

(a) Amount of Borrowing Tranche. Each Borrowing Tranche of Loans under the Term SOFR Rate Option shall be in integral multiples of, and not less than, the respective amounts set forth in Section 2.5(c) [Revolving Credit Loan Requests Generally]; and

(b) Renewals. In the case of the renewal of a Term SOFR Rate Option at the end of an Interest Period, the first day of the new Interest Period shall be the last day of the preceding Interest Period, without duplication in payment of interest for such day.

4.3 Interest After Default. To the extent permitted by Law, upon the occurrence of an Event of Default as described in Section 10.1(a) [Payments Under Loan Documents] or Section 10.1(k) [Insolvency Proceedings, Solvency; Attachment] and at the discretion of the Administrative Agent or upon written demand by the Required Lenders to the Administrative

Agent with respect to the occurrence of any other Event of Default and until such time such Event of Default shall have been cured or waived:

(a) Letter of Credit Fees. The Letter of Credit Fees pursuant to Section 2.9(b) [Letter of Credit Fees] shall be increased by 2.0% per annum;

(b) Interest Rate.

(i) Each Loan under the 5-Year Revolver shall bear the rate of interest applicable to 5-Year Revolving Credit Loans under the Base Rate Option plus 2.0% per annum; and

(ii) Each Loan under the 364-Day Revolver shall bear the rate of interest applicable to 364-Day Revolving Credit Loans under the Base Rate Option plus 2.0% per annum.

(c) Other Obligations. Each other Obligation hereunder if not paid when due shall bear interest at a rate per annum equal to the sum of the rate of interest applicable to 5-Year Revolving Credit Loans under the Base Rate Option plus an additional 2.0% per annum from the time such Obligation becomes due and payable until the time such Obligation is paid in full; and

(d) Acknowledgment. The Borrower acknowledges that the increase in rates referred to in this Section 4.3 reflects, among other things, the fact that such Loans or other amounts have become a substantially greater risk given their default status and that the Lenders are entitled to additional compensation for such risk; and all such interest shall be payable by Borrower upon demand by Administrative Agent.

4.4 Term SOFR Rate or Daily Simple SOFR Unascertainable; Illegality; Increased Costs; Benchmark Replacement Setting.

(a) Term SOFR Rate Unascertainable; Increased Costs. If, on or prior to the first day of an Interest Period:

(i) the Administrative Agent shall have determined (which determination shall be conclusive and binding absent manifest error) that (x) the Term SOFR Rate cannot be determined pursuant to the definition thereof; or (y) a fundamental change has occurred with respect to the Term SOFR Rate (including, without limitation, changes in national or international financial, political or economic conditions), or

(ii) the Required Lenders determine that for any reason in connection with any request for a Term SOFR Rate Loan or a conversion thereto or a continuation thereof that the Term SOFR Rate for any requested Interest Period with respect to a proposed Term SOFR Rate Loan, does not adequately and fairly reflect the cost to such Lenders of funding, establishing or maintaining such Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

then the Administrative Agent shall have the rights specified in Section 4.4(d) [Administrative Agent's and Lender's Rights].

(b) Daily Simple SOFR Unascertainable; Increased Costs. If, on any day:

(i) the Administrative Agent shall have determined (which determination shall be conclusive and binding absent manifest error) that (x) Daily Simple SOFR cannot be determined pursuant to the definition thereof; or (y) a fundamental change has occurred with respect to Daily Simple SOFR (including, without limitation, changes in national or international financial, political or economic conditions), or

(ii) the Administrative Agent or the Required Lenders determine that for any reason in connection with any request for a Daily Simple SOFR Loan that Daily Simple SOFR with respect to a proposed Daily Simple SOFR Loan does not adequately and fairly reflect

the cost to such Lenders of funding, establishing or maintaining such Loan, and, if applicable, the Required Lenders provided notice of such determination to the Administrative Agent,

then the Administrative Agent shall have the rights specified in Section 4.4(d) [Administrative Agent's and Lender's Rights].

(c) Illegality. If at any time any Lender shall have determined, or any Official Body shall have asserted, that the making, maintenance or funding of any Term SOFR Rate Loan or Daily Simple SOFR Loan, or the determination or charging of interest rates based on the Term SOFR Rate or Daily Simple SOFR, as applicable, has been made impracticable or unlawful by compliance by such Lender in good faith with any Law or any interpretation or application thereof by any Official Body or with any request or directive of any such Official Body (whether or not having the force of Law), then the Administrative Agent shall have the rights specified in Section 4.4(d) [Administrative Agent's and Lender's Rights].

(d) Administrative Agent's and Lender's Rights. In the case of any event specified in Section 4.4(a) or (b) [Unascertainable; Increased Costs] above, the Administrative Agent shall promptly so notify the Lenders and the Borrower thereof, and in the case of an event specified in Section 4.4(c) [Illegality] above, such Lender shall promptly so notify the Administrative Agent and endorse a certificate to such notice as to the specific circumstances of such notice, and the Administrative Agent shall promptly send copies of such notice and certificate to the other Lenders and the Borrower. Upon such date as shall be specified in such notice (which shall not be earlier than the date such notice is given), the obligation of (A) the Lenders, in the case of such notice given by the Administrative Agent, or (B) such Lender, in the case of such notice given by such Lender, to allow the Borrower to select, convert to or renew a Term SOFR Rate Loan or Daily Simple SOFR Loan shall be suspended (to the extent of the affected Term SOFR Rate Loan, Daily Simple SOFR Loan or Interest Periods) until the Administrative Agent shall have later notified the Borrower, or such Lender shall have later notified the Administrative Agent, of the Administrative Agent's or such Lender's, as the case may be, determination that the circumstances giving rise to such previous determination no longer exist. If at any time the Administrative Agent makes a determination under Section 4.4(a) or (b) [Unascertainable; Increased Costs] and the Borrower has previously notified the Administrative Agent of its selection of, conversion to or renewal of a Term SOFR Rate Option or Daily Simple SOFR Option and the Term SOFR Rate Option or Daily Simple SOFR Option, as applicable, has not yet gone into effect, such notification shall be deemed to provide for selection of, conversion to or renewal of the Base Rate Option otherwise available with respect to such Loans. If any Lender notifies the Administrative Agent of a determination under Section 4.4(c) [Illegality], the Borrower shall, subject to the Borrower's indemnification Obligations under Section 5.10 [Indemnity], as to any Loan of the Lender to which a Term SOFR Rate Option or Daily Simple SOFR Option applies, on the date specified in such notice either convert such Loan to the Base Rate Option otherwise available with respect to such Loan or prepay such Loan in accordance with Section 5.6 [Voluntary Prepayments]. Absent due notice from the Borrower of conversion or prepayment, such Loan shall automatically be converted to the Base Rate Option otherwise available with respect to such Loan upon such specified date.

(e) Benchmark Replacement Setting.

(i) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document (and any agreement executed in connection with an Interest Rate Hedge shall be deemed not to be a "Loan Document" for purposes of this Section titled "Benchmark Replacement Setting"), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then- current Benchmark, then (A) if a Benchmark Replacement is determined in accordance with clause (a)(1) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any

other Loan Document and (B) if a Benchmark Replacement is determined in accordance with clause (a)(2) or clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower and the Lenders of (A) the implementation of any Benchmark Replacement, and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will notify the Borrower of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to paragraph (iv) below and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this

Agreement or any other Loan Document except, in each case, as expressly required pursuant to this Section.

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate and either (I) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (II) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor; and (B) if a tenor that was removed pursuant to clause (A) above either (I) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (II) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Loan bearing interest based on the Term SOFR Rate or Daily Simple SOFR to be made, conversion to or continuation of Loans bearing interest

based on the Term SOFR Rate or Daily Simple SOFR to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Loan of or conversion to Loans bearing interest under the Base Rate Option. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

(vi) Certain Defined Terms. As used in this Section titled “Benchmark Replacement Setting”:

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate or is based on a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor of such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (iv) of this Section.

“Benchmark” means, initially, either the Term SOFR Rate or Daily Simple SOFR, as applicable in the case of any Loan; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Rate, Daily Simple SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to this Section.

“Benchmark Replacement” means, with respect to any Benchmark Transition Event: (a) in the case of the replacement of the Term SOFR Rate, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(1) the sum of: (A) Daily Simple SOFR and (B) the SOFR Adjustment;

(2) the sum of (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower, giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment; and

(b) in the case of the replacement of Daily Simple SOFR, the sum of (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower, giving due consideration to (x) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (y) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated syndicated credit facilities at such time and (ii) the related Benchmark Replacement Adjustment;

provided that if the Benchmark Replacement as determined pursuant to clause (a)(2) or (b) above would be less than the Floor, the Benchmark

Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents; and provided further, that any Benchmark Replacement shall be administratively feasible as determined by the Administrative Agent in its sole discretion.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower, giving due consideration to (A) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” means a date and time determined by the Administrative Agent, which date shall be no later than the earliest to occur of the following events with respect to the then-current Benchmark:

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (A) the date of the public statement or publication of information referenced therein and (B) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the date determined by the Administrative Agent, which date shall promptly follow the date of the public statement or publication of information referenced therein;

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means, the occurrence of one or more of the following events, with respect to the then-current Benchmark:

(1) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

(2) a public statement or publication of information by an Official Body having jurisdiction over the Administrative Agent, the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator

for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) or an Official Body having jurisdiction over the Administrative Agent announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then- current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 4.4(e) titled “Benchmark Replacement Setting” and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 4.4(e) titled “Benchmark Replacement Setting.”

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the Term SOFR Rate or Daily Simple SOFR, as applicable, or, if no floor is specified, zero.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System and/or the Federal Reserve Bank of New York, or any successor thereto.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

4.5 Selection of Interest Rate Options. If the Borrower fails to select a new Interest Period to apply to any Borrowing Tranche of Loans under the Term SOFR Rate Option at the expiration of an existing Interest Period applicable to such Borrowing Tranche in accordance with the provisions of Section 4.2 [Interest Periods], the Borrower shall be deemed to have converted such Borrowing Tranche to the Base Rate Option, as applicable to Revolving Credit Loans, commencing upon the last day of the existing Interest Period. If the Borrower provides any Revolving Credit Loan Request related to a Loan at the Term SOFR Rate Option but fails to identify an Interest Period therefor, such Revolving Credit Loan Request shall be deemed to request an Interest Period of one month. Any Revolving Credit Loan Request that fails to select an Interest Rate Option shall be deemed to be a request for the Base Rate Option.

ARTICLE 5

PAYMENTS; TAXES; YIELD MAINTENANCE

5.1 Payments. All payments and prepayments to be made in respect of principal, interest, Commitment Fees, Letter of Credit Fees, Administrative Agent's Fee or other fees or amounts due from the Borrower hereunder shall be payable prior to 11:00 a.m. on the date when due without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by the Borrower, and without set-off, counterclaim or other deduction of any nature, and an action therefor shall immediately accrue. Such payments shall be made to the Administrative Agent at the Principal Office for the account of the Swing Loan Lender with respect to the Swing Loans and for the ratable accounts of the Lenders under the applicable Facility with respect to the Revolving Credit Loans under such Facility in U.S. Dollars and in immediately available funds, and the Administrative Agent shall promptly distribute such amounts to the Lenders in respect of the applicable Facility in immediately available funds; provided that in the event payments are received by 11:00 a.m. by the Administrative Agent with respect to the Loans and such payments are not distributed to such Lenders on the same day received by the Administrative Agent, the Administrative Agent shall pay such Lenders interest at the Effective Federal Funds Rate with respect to the amount of such payments for each day held by the Administrative Agent and not distributed to such Lenders. The Administrative Agent's and each Lender's statement of account, ledger or other relevant record shall, in the absence of manifest error, be conclusive as the statement of the amount of principal of and interest on the Loans and other amounts owing under this Agreement.

5.2 Pro Rata Treatment of Lenders. Each borrowing of Revolving Credit Loans shall be allocated to each Lender according to its Ratable Share under the applicable Facility, and each selection of, conversion to or renewal of any Interest Rate Option and each payment or prepayment by the Borrower with respect to principal, interest, Commitment Fees and Letter of Credit Fees (but excluding the Administrative Agent's Fee and the Issuing Lender's fronting fee) shall (except as otherwise may be provided with respect to a Defaulting Lender under such Facility and except as provided in Sections 4.4(c) [Administrative Agent's and Lender's Rights] in the case of an event specified in Section 4.4 [Term SOFR Rate/Daily Simple SOFR Unascertainable; Etc.], 5.7 [Replacement of a Lender] or 5.8 [Increased Costs]) be payable ratably among the Lenders under the applicable Facility entitled to such payment in accordance with the amount of principal, interest, Commitment Fees and Letter of Credit Fees, as set forth in this Agreement. Notwithstanding any of the foregoing, each borrowing or payment or prepayment by the Borrower of principal, interest, fees or other amounts from the Borrower with respect to Swing Loans shall be made by or to the Swing Loan Lender according to Section 2.6(e) [Borrowings to Repay Swing Loans].

5.3 Sharing of Payments by Lenders. If any Lender shall, by exercising any right of setoff, counterclaim or banker's lien or other any right, by receipt of voluntary payment, by realization upon security, or by any other non-pro rata source, obtain payment in respect of any principal of or interest on any of its Loans or other obligations hereunder with respect to a Facility resulting in such Lender's receiving payment of a proportion of the aggregate amount of its Loans and accrued interest thereon or other such obligations greater than the pro-rata share of the amount such Lender is entitled under such Facility, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders under such Facility, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders of such Facility ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them under such Facility, provided that:

(i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, together with interest or other amounts, if any, required by Law (including court order) to be paid by such Lender or the holder making such purchase; and

(ii) the provisions of this Section 5.3 shall not be construed to apply to

(x) any payment made by the Borrower pursuant to and in accordance with the express terms of the Loan Documents or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or Participation Advances to any assignee or participant.

The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

5.4 Administrative Agent's Clawback.

(a) Reserved.

(b) Payments by Borrower; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders under a Facility or the Issuing Lender hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders under such Facility or the Issuing Lender, as the case may be, the amount due. In such event, if the Borrower has not in fact made such payment, then such Lenders or the Issuing Lender, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or Issuing Lender, with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Effective Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

5.5 Interest Payment Dates. Interest on Loans to which the Base Rate Option or Daily Simple SOFR Option applies, shall be due and payable in arrears on each Payment Date and the Expiration Date or the applicable Specified Maturity Date. Interest on Loans to which the Term SOFR Rate Option applies shall be due and payable on the last day of each Interest Period and, if such Interest Period is longer than three (3) months, also at the end of each three month period during such Interest Period and the Expiration Date or the applicable Specified Maturity Date. Interest on the principal amount of each Loan or other monetary Obligation shall be due and payable on demand after such principal amount or other monetary Obligation becomes due and payable (whether on the stated Expiration Date, the applicable Specified Maturity Date or upon acceleration or otherwise). Interest shall be computed to, but excluding, the date payment is due.

5.6 Voluntary Prepayments.

(a) Right to Prepay. The Borrower shall have the right at its option from time to time to prepay the Loans in whole or part without premium or penalty (except as provided in Section 5.7(a) [Replacement of a Lender], in Section 5.8 [Increased Costs] and Section 5.10 [Indemnity]). Whenever the Borrower desires to prepay any part of the Loans, it shall provide a prepayment notice to the Administrative Agent by 1:00 p.m. at least one (1) Business Day prior to the date of prepayment of the Revolving Credit Loans or no later than 1:00 p.m. on the date of prepayment of Swing Loans, setting forth the following information:

(i) the date, which shall be a Business Day, on which the proposed prepayment is to be made;

(ii) a statement indicating the application of the prepayment between the 5-Year Revolving Credit Loans, 364-Day Revolving Credit Loans and Swing Loans;

(iii) a statement indicating the application of the prepayment between Loans to which the Base Rate Option applies, Loans to which the Term SOFR Rate Option

applies and, solely with respect to Swing Loans, Loans to which the Daily Simple SOFR Option applies; and

(iv) the total principal amount of such prepayment, which shall not be less than the lesser of (i) the Revolving Facility Usage under such Facility subject to such prepayment or (ii) \$100,000 for any Swing Loan or \$5,000,000 for any Revolving Credit Loan.

All prepayment notices shall be irrevocable. The principal amount of the Loans for which a prepayment notice is given, together with interest on such principal amount, shall be due and payable on the date specified in such prepayment notice as the date on which the proposed prepayment is to be made. Except as provided in Section 4.4(c) [Administrative Agent's and Lender's Rights], if the Borrower prepays a Loan but fails to specify the applicable Borrowing Tranche which the Borrower is prepaying, the prepayment shall be applied first to Loans to which the Base Rate Option applies, then to Loans to which the Term SOFR Rate Option applies. Any prepayment hereunder shall be subject to the Borrower's Obligation to indemnify the Lenders under Section 5.10 [Indemnity].

5.7 Replacement of a Lender; Designation of a Different Lending Office.

(a) Replacement of a Lender. If any Lender requests compensation under Section 5.8 [Increased Costs], or if the Borrower is required to pay any Indemnified Taxes or additional amounts to any Lender or any Official Body for the account of any Lender pursuant to Section 5.9 [Taxes] and, in each case, such Lender has declined or is unable to designate a different lending office in accordance with Section 5.7(b), or if any Lender is a Defaulting Lender or a Non-Consenting Lender, in each case, with respect to a Facility, then the Borrower may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 12.9 [Successors and Assigns]), all of its interests, rights (other than its existing rights to payments pursuant to Section 5.8 [Increased Cost] or Section 5.9 [Taxes]) and obligations under this Agreement and the related Loan Documents with respect to such Facility to an Eligible Assignee that shall assume such obligations (which assignee may be another Lender under such Facility, if a Lender accepts such assignment); provided that:

(i) the Borrower shall have paid to the Administrative Agent the assignment fee (if any) specified in Section 12.9 [Successors and Assigns];

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and participations in Letter of Credit Borrowings, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents with respect to such Facility (including any amounts under Section 5.10 [Indemnity]) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 5.8 [Increased Costs] or payments required to be made pursuant to Section 5.9 [Taxes], such assignment will result in a reduction in such compensation or payments thereafter;

(iv) such assignment does not conflict with applicable Law; and

(v) in the case of any assignment resulting from a Lender becoming a Non-Consenting Lender under a Facility, the applicable assignee shall have consented to the applicable amendment, waiver or consent.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

(b) Designation of a Different Lending Office. If any Lender requests compensation under Section 5.8 [Increased Costs], or the Borrower is or will be required to pay

any Indemnified Taxes or additional amounts to any Lender or any Official Body for the account of any Lender pursuant to Section 5.9 [Taxes], then such Lender shall (at the request of the Borrower) use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or

assignment (i) would eliminate or reduce amounts payable pursuant to Section 5.8 [Increased Costs] or Section 5.9 [Taxes], as the case may be, in the future, and (ii) would not subject such Lender to any material unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

5.8 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender (except any reserve requirement reflected in the Term SOFR Rate or Daily Simple SOFR) or the Issuing Lender;

(ii) subject any Recipient to any Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender, the Issuing Lender or the relevant market any other condition, cost or expense (other than Taxes) affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender or such other Recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to such Lender, the Issuing Lender or such other Recipient of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender, the Issuing Lender or other Recipient hereunder (whether of principal, interest or any other amount) then, upon request of such Lender, the Issuing Lender or other Recipient, the Borrower will pay to such Lender, the Issuing Lender or other Recipient, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Lender or other Recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the Issuing Lender determines that any Change in Law affecting such Lender or the Issuing Lender or any Lending Office of such Lender or such Lender's or the Issuing Lender's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's or the Issuing Lender's capital or on the capital of such Lender's or the Issuing Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or participations in Letters of Credit or Swing Loans held by, such Lender, or the Letters of Credit issued by the Issuing Lender, to a level below that which such Lender or the Issuing Lender or such Lender's or the Issuing Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the Issuing Lender's policies and the policies of such Lender's or the Issuing Lender's holding company with respect

to capital adequacy and liquidity), then from time to time the Borrower will pay to such Lender or the Issuing Lender, as the case may be, such additional amount or amounts as will compensate such Lender or the Issuing Lender or such Lender's or the Issuing Lender's holding company for any such reduction suffered.

(c) Certificates for Reimbursement; Repayment of Outstanding Loans; Borrowing of New Loans.

A certificate of a Lender or the Issuing Lender setting forth the amount or amounts necessary to compensate such Lender or the Issuing Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender or the Issuing Lender, as the case may be, the amount shown as due on any such certificate within ten (10) days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the Issuing Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's or the Issuing Lender's right to demand such compensation, provided that the Borrower shall not be required to compensate a Lender or the Issuing Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that such Lender or the Issuing Lender, as the case may be, notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the Issuing Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above shall be extended to include the period of retroactive effect thereof).

(e) Survival. Each party's obligations under this Section 5.8 [Increased Costs] shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

5.9 Taxes.

(a) Issuing Lender. For purposes of this Section 5.9, the term "Lender" includes the Issuing Lender and the term "applicable Law" includes FATCA.

(b) Payments Free of Taxes. Any and all payments by or on account of any obligation of the Borrower under any Loan Document shall be without deduction or withholding for any Taxes, except as required by applicable Law. If any applicable Law (as determined in the good faith discretion of an applicable Withholding Agent) requires the deduction or withholding of any Tax from any such payment by a Withholding Agent, then the applicable Withholding Agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Official Body in accordance with applicable Law and, if such Tax is an Indemnified Tax, then the sum payable by the Borrower shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Section 5.9 [Taxes]) the applicable Recipient receives an amount equal to the sum it would have received had no such deduction or withholding been made.

(c) Payment of Other Taxes by the Borrower. The Borrower shall timely pay to the relevant Official Body in accordance with applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(d) Indemnification by the Borrower. The Borrower shall indemnify each Recipient, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 5.9 [Taxes]) payable or paid by such Recipient or required to be withheld or deducted from a payment to such Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Official Body. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(e) Indemnification by the Lenders. Each Lender shall severally indemnify the Administrative Agent, within ten (10) days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified

the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 12.9(d) [Participations] relating to the maintenance of a Participant Register, and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Official Body. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this Section 5.9(e) [Indemnification by the Lenders].

(f) Evidence of Payments. As soon as practicable after any payment of Taxes by the Borrower to an Official Body pursuant to this Section 5.9 [Taxes], the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Official Body evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(g) Status of Lenders.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrower and the Administrative Agent, at the time or times reasonably requested by the Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by the Borrower or the Administrative Agent, shall deliver such other documentation prescribed by applicable Law or reasonably requested by the Borrower or the Administrative Agent as will enable the Borrower or the Administrative Agent to determine whether or not such

Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 5.9(g)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(ii) Without limiting the generality of the foregoing, in the event that the Borrower is a U.S. Person,

(A) any Lender that is a U.S. Person shall deliver to the Borrower and the Administrative Agent on or prior to the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), whichever of the following is applicable:

(I) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed originals of IRS Form W-8BEN-E (or W-8BEN if applicable) establishing

an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “interest” article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN-E (or W-8BEN if applicable) establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the “business profits” or “other income” article of such tax treaty;

(II) executed originals of IRS Form W-8ECI;

(III) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit H-1 to the effect that such Foreign Lender is not (A) a “bank” within the meaning of Section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in Section 881(c)(3)(C) of the Code (a “**U.S. Tax Compliance Certificate**”) and (y) executed originals of IRS Form W-8BEN-E (or W-8BEN if applicable); or

(IV) to the extent a Foreign Lender is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN-E (or W-8BEN if applicable), a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-2 or Exhibit H-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit H-4 on behalf of each such direct and indirect partner;

(C) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to the Borrower and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), executed originals of any other form prescribed by applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; and

(D) if a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrower or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower or the Administrative Agent as may be necessary for the Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), “**FATCA**” shall include any amendments made to FATCA after the date of this Agreement.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower and the Administrative Agent in writing of its legal inability to do so.

(h) Treatment of Certain Refunds. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 5.9 [Taxes] (including by the payment of additional amounts pursuant to this Section 5.9 [Taxes]), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 5.9 [Taxes] with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Official Body with respect to such refund). Such indemnifying party, upon the request of such indemnified party incurred in connection with obtaining such refund, shall repay to such indemnified party the amount paid over pursuant to this Section 5.9(h) [Treatment of Certain

Refunds] (plus any penalties, interest or other charges imposed by the relevant Official Body) in the event that such indemnified party is required to repay such refund to such Official Body. Notwithstanding anything to the contrary in this Section 5.9(h) [Treatment of Certain Refunds], in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 5.9(h) [Treatment of Certain Refunds] the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(i) Survival. Each party's obligations under this Section 5.9 [Taxes] shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

5.10 Indemnity. In addition to the compensation or payments required by Section 5.8 [Increased Costs] or Section 5.9 [Taxes], the Borrower shall indemnify each Lender against all liabilities, losses or expenses (including loss of anticipated profits, any foreign exchange losses and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan, from fees payable to terminate the deposits from which such funds were obtained or from the performance of any foreign exchange contract) which such Lender sustains or incurs as a consequence of any:

(i) payment, prepayment, conversion or renewal of any Loan to which a Term SOFR Rate Option applies on a day other than the last day of the corresponding Interest Period (whether or not such payment or prepayment is mandatory, voluntary or automatic and whether or not such payment or prepayment is then due); or

(ii) attempt by the Borrower to revoke (expressly, by later inconsistent notices or otherwise) in whole or part any Revolving Credit Loan Requests under Section 2.5 [Revolving Credit Loan Requests; Swing Loan Requests] or Section 4.2 [Interest Periods] or notice relating to prepayments under Section 5.6 [Voluntary Prepayments] or failure by the Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or convert any Loan other than a Loan under the Base Rate Option on the date or in the amount notified by the Borrower, or

(iii) any assignment of a Loan under the Term SOFR Rate Option on a day other than the last day of the Interest Period therefor as a result of a request by the Borrower pursuant to Section 5.7(a) [Replacement of a Lender].

If any Lender sustains or incurs any such loss or expense, it shall from time to time notify the Borrower of the amount determined in good faith by such Lender (which determination may include such assumptions, allocations of costs and expenses and averaging or attribution methods as such Lender shall deem reasonable) to be necessary to indemnify such

Lender for such loss or expense. Such notice shall set forth in reasonable detail the basis for such determination. Such amount shall be due and payable by the Borrower to such Lender ten (10) Business Days after such notice is given.

Each party's obligations under this Section 5.10 [Indemnity] shall survive the resignation of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

5.11 Settlement Date Procedures. In order to minimize the transfer of funds between the Lenders and the Administrative Agent, the Borrower may borrow, repay and reborrow Swing Loans and the Swing Loan Lender may make Swing Loans as provided in Section 2.1(c) [Swing Loan Commitment] hereof during the period between Settlement Dates. The Administrative Agent shall notify each Lender of its Ratable Share of the total of the Revolving Credit Loans and the Swing Loans under each Facility (each a "**Required Share**"). On such Settlement Date, each Lender shall pay to the Administrative Agent the amount equal to the difference between its Required Share and its Revolving Credit Loans under such Facility, and the Administrative Agent shall pay to each Lender its Ratable Share under such Facility of all payments made by the Borrower to the Administrative Agent with respect to the Revolving Credit Loans under such Facility. The Administrative Agent shall also effect settlement under a Facility in accordance with the foregoing sentence on the proposed Borrowing Dates for Revolving Credit Loans under such Facility and may at its option effect settlement on any other Business Day. These settlement procedures are established solely as a matter of administrative convenience, and nothing contained in this Section 5.11 shall relieve the Lenders of their obligations to fund Revolving Credit Loans on dates other than a Settlement Date pursuant to Section 2.1(c) [Swing Loan Commitment]. The Administrative Agent may at any time at its option for any reason whatsoever require each Lender to pay immediately to the Administrative Agent such Lender's Ratable Share of the outstanding Revolving Credit Loans under a Facility, and each Lender may at any time require the Administrative Agent to pay immediately to such Lender its Ratable Share of all payments made by the Borrower to the Administrative Agent with respect to the Revolving Credit Loans under a Facility.

5.12 Cash Collateral. At any time that there shall exist a Defaulting Lender with respect to the 5-Year Revolver, within one Business Day following the written request of the Administrative Agent or the Issuing Lender (with a copy to the Administrative Agent) the Borrower shall Cash Collateralize the Issuing Lender's Fronting Exposure with respect to such Defaulting Lender (determined after giving effect to Section 2.10(a)(iv) [Reallocation of Participations to Reduce Fronting Exposure] and any Cash Collateral provided by such Defaulting Lender) in an amount not less than the Minimum Collateral Amount.

(a) Grant of Security Interest. The Borrower, and to the extent provided by any Defaulting Lender, such Defaulting Lender, hereby grants to the Administrative Agent, for the benefit of the Issuing Lender, and agrees to maintain, a first priority security interest in all such Cash Collateral as security for the Defaulting Lenders' obligation to fund participations in respect of Letter of Credit Obligations, to be applied pursuant to clause (b) below. If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent and the Issuing Lender as herein provided, or that the total amount of such Cash Collateral is less than the Minimum Collateral Amount, the Borrower will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent

additional Cash Collateral in an amount sufficient to eliminate such deficiency (after giving effect to any Cash Collateral provided by the Defaulting Lender).

(b) Application. Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under this Section 5.12 [Cash Collateral] or Section 2.10 [Defaulting Lender] in respect of Letters of Credit shall be applied to the satisfaction of the Defaulting Lender's obligation to fund participations in respect of Letter of Credit Obligations (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such

obligation) for which the Cash Collateral was so provided, prior to any other application of such property as may otherwise be provided for herein.

(c) Termination of Requirement. Cash Collateral (or the appropriate portion thereof) provided to reduce the Issuing Lender's Fronting Exposure shall no longer be required to be held as Cash Collateral pursuant to this Section 5.12 [Cash Collateral] following (i) the elimination of the applicable Fronting Exposure (including by the termination of Defaulting Lender status of the applicable Lender), or (ii) the determination by the Administrative Agent and the Issuing Lender that there exists excess Cash Collateral; provided that, subject to Section 2.10 [Defaulting Lenders] the Person providing Cash Collateral and the Issuing Lender may agree that Cash Collateral shall be held to support future anticipated Fronting Exposure or other obligations and provided further that to the extent that such Cash Collateral was provided by the Borrower, such Cash Collateral shall remain subject to the security interest granted pursuant to Section 5.12(a) [Grant of Security Interest] above.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

Representations and Warranties. The Borrower represents and warrants to the Administrative Agent and each of the Lenders as follows:

6.1 Organization and Qualification; Power and Authority; Compliance With Laws; Title to Properties; Event of Default. The Borrower and each of its Subsidiary (i) is a corporation, partnership or limited liability company duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) has all necessary lawful power and authority, and all necessary licenses, approvals and authorizations to own or lease its properties and to engage in the business it presently conducts or currently proposes to conduct, except, in the cases of owning or leasing its properties and engaging in the business it presently conducts or currently proposes to conduct, where the absence of such licenses, approvals or authorizations, either individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Change, (iii) is duly licensed or qualified and in good standing in each jurisdiction where the property owned or leased by it or the nature of the business transacted by it or both makes such licensing or qualification necessary and the absence of such licensing or qualification would reasonably be expected to result in a Material Adverse Change, (iv) has full power and authority to enter into, execute, deliver and carry out this Agreement and the other Loan Documents to which it is a party, to incur the Indebtedness contemplated by the Loan Documents and to perform its Obligations, and all such actions have been duly authorized by all necessary action and proceedings on its part, (v) is in compliance in all material respects with all applicable Laws (other than Environmental Laws which are specifically addressed in Section 6.14 [Environmental

Matters]) in all jurisdictions in which the Borrower or Subsidiary of the Borrower is presently or will be doing business except where (a) the failure to do so, either individually or in the aggregate, would not reasonably be expected to constitute a Material Adverse Change or (b) any non-compliance is being contested in good faith by appropriate proceedings diligently conducted, and

(vi) has good and marketable title to or valid leasehold interest in all properties, assets and other rights which it purports to own or lease or which are reflected as owned or leased on its books and records, free and clear of all Liens and encumbrances except Permitted Liens, except where the failure to do so, either individually or in the aggregate, would not reasonably be expected to constitute a Material Adverse Change. No Event of Default or Potential Default has occurred and is continuing or would result from the performance by the Borrower of its Obligations.

6.2 Borrower; Subsidiaries and Owners; Investment Companies. As of the Closing Date, Schedule 6.2 states (i) the name of each of the Borrower's Subsidiaries, its jurisdiction of organization and the amount, percentage and type of Equity Interests in such Subsidiary (the "**Subsidiary Equity Interests**"), (ii) the name of each holder of Subsidiary Equity Interest in each Subsidiary and the amount thereof and (iii) any options, warrants or other rights outstanding to purchase any such Equity Interests referred to in clause (i) or (ii). The Borrower and each Subsidiary of the Borrower has good and marketable title to all of the Subsidiary Equity Interests

it then purports to own, free and clear in each case of any Lien and all such Subsidiary Equity Interests have been duly authorized and validly issued, and are fully paid and nonassessable. Neither the Borrower nor any Subsidiaries of the Borrower is an “investment company” registered or required to be registered under the Investment Company Act of 1940 or under the “control” of an “investment company” as such terms are defined in the Investment Company Act of 1940 and shall not become such an “investment company” or under such “control.”

6.3 Validity and Binding Effect. Each of this Agreement and each other Loan Document has been (or when delivered will have been), (i) duly authorized, validly executed and delivered by the Borrower, and (ii) constitutes, or will constitute, legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with its terms.

6.4 No Conflict; Material Agreements; Consents. Neither the execution and delivery of this Agreement or the other Loan Documents by the Borrower nor the consummation of the transactions herein or therein contemplated or compliance with the terms and provisions hereof or thereof by the Borrower will conflict with, constitute a default under or result in any breach of

(i) the terms and conditions of the certificate of incorporation, bylaws, certificate of limited partnership, partnership agreement, certificate of formation, limited liability company agreement or other organizational documents of the Borrower or (ii) any Law or any material agreement or instrument or order, writ, judgment, injunction or decree to which the Borrower or any of its Subsidiaries is a party or by which it or any of its Subsidiaries is bound or to which it is subject or by which it is affected, or result in the creation or enforcement of any Lien whatsoever upon any property (now or hereafter acquired) of the Borrower or any of its Subsidiaries (other than Liens granted under the Loan Documents). There is no default under such material agreement (referred to above) and neither the Borrower nor any of its Subsidiaries is bound by any contractual obligation, or subject to any restriction in any organization document, or any requirement of Law which would reasonably be likely to result in a Material Adverse Change. No consent, approval, exemption, order or authorization of, or a registration or filing with, or notice to, any Official Body or any other Person is required by any Law or any agreement in connection with the execution, delivery and performance by, or enforcement against, the Borrower of this Agreement and the other Loan Documents except such as has been obtained or issued and which remains in full force and effect; provided that any increase of the Commitments in accordance with Section 2.11 [Increase in Revolving Credit Commitments] or the extension of any Expiration Date in accordance with Section 2.12 [Extension of Expiration Date] may require appropriate governmental or third party authorization thereof prior to the effectiveness of such increase or such extension, as the case may be.

6.5 Litigation. There are no actions, suits, claims, proceedings or investigations pending or, to the knowledge of the Borrower, threatened against the Borrower or any Subsidiary of the Borrower or any of their properties at law or in equity before any Official Body which (i) individually or in the aggregate would reasonably be expected to result in any Material Adverse Change or (ii) state to affect, impact or restate this Agreement or any of the other Loan Documents or the transactions contemplated hereby or thereby. Neither the Borrower nor any Subsidiaries of the Borrower is in violation of any order, writ, injunction or any decree of any Official Body which would reasonably be expected to result in any Material Adverse Change.

6.6 Financial Statements.

(a) Historical Statements. The Borrower has delivered to the Administrative Agent copies of its audited consolidated year-end balance sheet, statement of income or operations, shareholders' equity and cash flows, for and as of the end of the fiscal year ended December 31, 2020. In addition, the Borrower has delivered to the Administrative Agent copies of its unaudited consolidated interim balance sheet, statement of income or operations, shareholders' equity and cash flows, for the fiscal year to date and as of the end of the fiscal quarter ended March 31, 2021 (all such annual and interim statements being collectively referred to as the “**Statements**”). The Statements (i) are correct and complete in all material respects, (ii) fairly present in all material respects the consolidated financial condition of the Borrower and its Subsidiaries as of the respective dates thereof and the results of operations for the fiscal periods

then ended in accordance with GAAP consistently applied throughout the period covered thereby, subject (in the case of the interim statements) to normal year end audit adjustments utilized on a consistent basis and the absence of footnotes and (iii) have been prepared in accordance with GAAP consistently applied throughout the period covered thereby, subject (in the case of the interim statements) to normal year-end audit adjustments utilized on a consistent basis and the absence of footnotes.

(b) Accuracy of Financial Statements. Neither the Borrower nor any Subsidiary of the Borrower has any indebtedness, liabilities, contingent or otherwise, or forward or long-term commitments that are required to be disclosed in accordance with GAAP that are not disclosed in the Statements or in the notes thereto or on Schedule 6.6(b), attached hereto and incorporated herein by reference, and except as disclosed therein there are no unrealized losses from any commitments of the Borrower or any Subsidiary of the Borrower which would reasonably be expected to cause a Material Adverse Change. Since December 31, 2020, no Material Adverse Change has occurred.

6.7 Margin Stock. Neither the Borrower nor any Subsidiaries of the Borrower engages or intends to engage principally, or as one of its important activities, in the business of extending credit for the purpose, immediately, incidentally or ultimately, of purchasing or carrying margin stock (within the meaning of Regulation U, T or X as promulgated by the Board of Governors of the Federal Reserve System). No part of the proceeds of any Loan has been or will be used, immediately, incidentally or ultimately, to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock or which is inconsistent with the provisions of the regulations of the Board of Governors of the Federal Reserve System. Neither the Borrower nor any Subsidiaries of the Borrower holds or intends to hold margin stock in such amounts that more than 25% of the reasonable value of the assets of the Borrower or Subsidiary of the Borrower are or will be represented by margin stock.

6.8 Full Disclosure. Neither this Agreement nor any other Loan Document, nor any certificate, report, statement, agreement or other documents or other information (written or oral) furnished by or on behalf of the Borrower to the Administrative Agent or any Lender in connection herewith or therewith or the transactions contemplated hereby or thereby, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein, in light of the circumstances under which they were made, not misleading; provided that in connection with any financial projections, the Borrower represents and warrants that such projections were prepared in good faith based upon assumptions believed by it to be reasonable at the time when made. There is no fact known to the Borrower which materially adversely affects the business, property, assets, financial condition, results of operations or prospects of the Borrower and its Subsidiaries, taken as a whole, which has not been set forth in this Agreement or in the certificates, statements, agreements or other documents furnished in writing to the Administrative Agent and the Lenders prior to or at the date hereof in connection with the transactions contemplated hereby.

6.9 Taxes. All federal, state, local and other tax returns required to have been filed with respect to the Borrower and each Subsidiary of the Borrower have been filed, and payment or adequate provision has been made for the payment of all taxes, fees, assessments and other governmental charges which have or may become due pursuant to said returns or otherwise levied or imposed upon them, their properties, income or assets which are due and payable, except to the extent that such taxes, fees, assessments and other charges are being contested in good faith by appropriate proceedings diligently conducted and for which such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made.

6.10 Patents, Trademarks, Copyrights, Licenses, Etc. The Borrower and each Subsidiary of the Borrower owns or possesses all the patents, trademarks, service marks, trade names, copyrights, licenses, registrations, franchises, permits and rights necessary to own and operate its properties and to carry on its business as presently conducted and planned to be conducted by the Borrower or such Subsidiary, without known possible, alleged or actual

conflict with the rights of others, except where the failure to do so, either individually or in the aggregate, would not reasonably be expected to constitute a Material Adverse Change.

6.11 Certificate of Beneficial Ownership. The Certificate of Beneficial Ownership (if any) executed and delivered to Administrative Agent and Lenders for Borrower on or prior to the date of this Agreement, as updated from time to time in accordance with this Agreement, is accurate, complete and correct as of the date hereof and as of the date any such update is delivered. The Borrower acknowledges and agrees that the Certificate of Beneficial Ownership is one of the Loan Documents.

6.12 Insurance. The properties of the Borrower and each of its Subsidiaries are insured pursuant to policies and other bonds which are valid and in full force and effect and which provide adequate coverage from reputable and financially sound insurers which are not Affiliates of the Borrower (except to the extent customarily self-insured or such Affiliates are otherwise acceptable to the Administrative Agent) in amounts sufficient to insure the assets and risks of the Borrower and each Subsidiary in accordance with prudent business practice in the industry of the Borrower and its Subsidiaries in the locations where the Borrower or the applicable Subsidiary conducts business.

6.13 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state Laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received from the IRS a favorable determination or opinion letter, which has not by its terms expired or, in the case of a determination letter, is from the most recent available cycle for which such letters were issuable for such Plan, that such Plan is so qualified, or such Plan is entitled to rely on an IRS advisory or opinion letter with respect to an IRS-approved master and prototype or volume submitter plan, or a timely application for such a determination or opinion letter is currently being processed by the IRS with respect thereto; and, to the best knowledge of Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. Borrower and each member of the ERISA Group have made all required contributions to each Pension Plan subject to Sections 412 or 430 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to Sections 412 or 430 of the Code has been made with respect to any Pension Plan.

(b) There are no pending or, to the best knowledge of Borrower, threatened claims, actions or lawsuits, or action by any Official Body, with respect to any Plan that could reasonably be expected to have a Material Adverse Change. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Change.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) the Borrower and each ERISA Affiliate has met all applicable requirements under the rules of the Code and ERISA regarding minimum required contributions (including any installment payment thereof) as set forth in Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA with respect to each Pension Plan, and no waiver has been applied for or obtained; (iii) neither Borrower nor any member of the ERISA Group has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither Borrower nor any member of the ERISA Group has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 of ERISA, with respect to a Multiemployer Plan; (v) neither Borrower nor any member of the ERISA Group has received notice pursuant to Section 4242(a)(1)(B) of ERISA that a Multiemployer Plan is in reorganization and that additional contributions are due to the Multiemployer Plan pursuant to Section 4243 of ERISA; (vi) neither Borrower nor any member of the ERISA Group has engaged in a transaction that could be subject to Sections 4069 or 4212(c) of ERISA; and (vii) no Pension Plan or Multiemployer Plan has been

terminated by the plan administrator thereof nor by the PBGC, and no event or circumstance has occurred or exists that could reasonably be expected to cause the PBGC to institute proceedings under Title IV of ERISA to terminate any Pension Plan or Multiemployer Plan.

(d) As of the Closing Date the Borrower is not nor will be using “plan assets” (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Loans, the Letters of Credit or the Commitments.

6.14 Environmental Matters.

(a) Neither the Borrower nor any Subsidiary has actual knowledge of any claim or has received any notice of any claim and no proceeding has been instituted asserting any claim against the Borrower or any of its Subsidiaries or any of their respective real properties or other assets now or formerly owned, leased or operated by any of them, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as would not reasonably be expected to result in a Material Adverse Change.

(b) Neither the Borrower nor any Subsidiary has actual knowledge of any facts which would reasonably be expected to give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(c) Neither the Borrower nor any Subsidiary has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them in a manner which is contrary to any Environmental Law that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(d) Neither the Borrower nor any Subsidiary has disposed of any Hazardous Materials in a manner which is contrary to any Environmental Law that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(e) All buildings on all real properties now owned, leased or operated by the Borrower or any Subsidiary are in compliance with applicable Environmental Laws, except where failure to comply could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

6.15 Solvency. On the Closing Date and after giving effect to the initial Loans hereunder, the Borrower is Solvent.

6.16 Anti-Terrorism Laws. No Covered Entity: (a) is a Sanctioned Person, nor any employees, officers, directors, affiliates, consultants, brokers or agents acting on a Covered Entity’s behalf in connection with this Agreement is a Sanctioned Person; or (b) directly, or indirectly through any third party, engages in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction, or which otherwise are prohibited by any Laws of the United States or Laws of other applicable jurisdictions relating to economic sanctions and other Anti-Terrorism Laws.

6.17 Anti-Corruption Laws. Each Covered Entity has (a) conducted its business in compliance with all Anti-Corruption Laws in all material respects and (b) has instituted and maintains policies and procedures designed to promote and achieve compliance with such Laws.

ARTICLE 7 CONDITIONS OF LENDING AND ISSUANCE OF LETTERS OF CREDIT

The obligation of each Lender to make Loans and of the Issuing Lender to issue Letters of Credit hereunder is subject to the performance by the Borrower of its Obligations to be performed hereunder at or prior to the making of any such Loans or issuance of such Letters of Credit and to the satisfaction of the following further conditions:

7.1 Initial Loans and Letters of Credit.

(a) Deliveries. On the Closing Date, the Administrative Agent shall have received each of the following in form and substance satisfactory to the Administrative Agent and each of which (unless otherwise specified) shall be original copies or telecopies promptly followed by original copies:

(i) A certificate of the Borrower signed by an Authorized Officer, dated the Closing Date stating that (v) the Borrower is in compliance with each of the covenants and conditions hereunder, (w) no Material Adverse Change has occurred since the date of the last audited financial statements of the Borrower delivered to the Administrative Agent, (x) the conditions stated in both Section 7.1 and 7.2 have been satisfied, (y) there has been no material adverse change from any certificate, report, statement, agreement or other document or other written information previously supplied to the Administrative Agent and the Arrangers furnished by or on behalf of the Borrower in connection with the transactions contemplated by this Agreement or the other Loan Documents and (z) all material consents, licenses and approvals required for the delivery and performance by the Borrower of any Loan Document and the enforceability of any Loan Document against the Borrower is in full force and effect and none other is so required or necessary; provided that any increase of the Commitments in accordance with Section 2.11 [Increase in Revolving Credit Commitments] or the extension of any Expiration Date in accordance with Section 2.12 [Extension of Expiration Date] may require appropriate governmental or third party authorization thereof prior to the effectiveness of such increase or such extension, as the case may be;

(ii) A certificate dated the Closing Date and signed by the Secretary or an Assistant Secretary of the Borrower, certifying as appropriate as to: (a) all action taken by the Borrower to validly authorize, duly execute and deliver this Agreement and the other Loan Documents and attaching copies of such resolution or other corporate or organizational action; (b) the names, authority and capacity of the Authorized Officers authorized to sign the Loan Documents and their true signatures; and (c) copies of its organizational documents as in effect on the Closing Date certified as of a sufficiently recent date prior to the Closing Date by the appropriate state official where such documents are filed in a state office together with certificates from the appropriate state officials as to due organization and the continued valid existence, good standing and qualification to engage in its business of the Borrower in the state of its organization and in each state where conduct of business or ownership or lease of properties or assets requires such qualification, except to the extent that the failure to be so qualified could not reasonably be expected to result in a Material Adverse Change;

(iii) This Agreement and each of the other Loan Documents signed by an Authorized Officer in a sufficient number of counterparts for delivery to each Lender and the Administrative Agent;

(iv) A written opinion of counsel for the Borrower, dated the Closing Date addressed to the Administrative Agent and each Lender and in form and substance satisfactory to the Administrative Agent;

(v) Evidence that adequate insurance required to be maintained under this Agreement is in full force and effect, with additional insured endorsement attached thereto in form and substance satisfactory to the Administrative Agent and its counsel naming the Administrative Agent and the Secured Parties as additional insureds;

(vi) A duly completed Compliance Certificate as of the last day of the fiscal quarter of Borrower most recently ended prior to the Closing Date calculating the Funded Indebtedness to Total Adjusted Capitalization Ratio and the Total Indebtedness to Total Capitalization Ratio on a pro form basis after giving effect to the transactions contemplated hereby and the initial Loans borrowed on the Closing Date, signed by an Authorized Officer of Borrower;

(vii) A Lien search in acceptable scope and with acceptable results;

(viii) Evidence that all Indebtedness (other than such Indebtedness permitted under Section 9.1) of the Borrower shall have been paid in full and the commitments thereunder terminated and that all necessary termination statements, release statements and other releases in connection with all Liens securing such Indebtedness (other than such Liens permitted under Section 9.2) have been filed or satisfactory arrangements have been made for such filing (including payoff letters, if applicable, in form and substance reasonably satisfactory to the Administrative Agent); and

(ix) Such other documents in connection with such transactions as the Administrative Agent or its counsel may reasonably request.

(b) Certificate of Beneficial Ownership; USA PATRIOT Act Diligence. The Administrative Agent and each Lender shall have received, in form and substance acceptable to the Administrative Agent and each Lender an executed Certificate of Beneficial Ownership (to the extent requested by the Administrative Agent or the Lenders) and such other documentation and other information requested in connection with applicable “know your customer” rules and regulations and other Anti-Terrorism Laws, including the USA PATRIOT Act.

(c) Payment of Fees. The Borrower shall have paid all fees and expenses payable on or before the Closing Date as required by this Agreement, the Administrative Agent’s Letter or any other Loan Document.

(d) Material Adverse Change. There has been no event or circumstance since the date of the last audited financial statements of the Borrower that has had or could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Change.

Without limiting the generality of the provisions of the last paragraph of Section 11.3 [Exculpatory Provisions], for purposes of determining compliance with the conditions specified in this Section 7.1, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Closing Date specifying its objection thereto.

7.2 Each Loan or Letter of Credit. At the time of making any Loans or issuing, extending or increasing any Letters of Credit and after giving effect thereof: (i) the representations and warranties of the Borrower shall then be true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event they shall be true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 7.2, the representations and warranties contained in Section 6.6 [Financial Statements] shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 [Reporting Requirements], (ii) no Event of Default or Potential Default shall have occurred and be continuing or would result from such Loan or Letter of Credit or the application of the proceeds thereof, (iii) the making of the Loans or issuance, extension or increase of such Letter of Credit shall not contravene any Law applicable to the Borrower or Subsidiary of the Borrower or any of the Lenders, (iv) the Borrower shall have delivered to the Administrative Agent a duly executed and completed Revolving Credit Loan Request, Swing Loan Request or to the Issuing Lender an application for a Letter of Credit, as the case may be and (v) with respect to any Green Loan, such Revolving Credit Loan Request shall provide a certification by the Borrower certifying as to the use of proceeds of such Green Loan (including a description of the use thereof by type of Specified Green Investment Project) and certifying such use is consistent with the GLP. Each Revolving Credit Loan Request, Swing Loan Request and Letter of Credit application shall be deemed to be a representation that the conditions set forth in Sections 7.1 and 7.2 have been satisfied on or prior to the date thereof.

ARTICLE 8 AFFIRMATIVE
COVENANTS

The Borrower hereby covenants and agrees that until the Facility Termination Date, it will, and will cause each of its Subsidiaries to, comply at all times with the following covenants:

8.1 Preservation of Existence, Etc. The Borrower shall, and shall cause each of its Subsidiaries to, (i) maintain its legal existence as a corporation, limited partnership or limited liability company, as applicable, and its license or qualification and good standing in each jurisdiction in which its ownership or lease of property or the nature of its business makes such license or qualification necessary, except as otherwise expressly permitted in Section 9.5 [Liquidations, Mergers, Etc.] (ii) maintain all licenses, consents, permits, franchises, rights and qualifications necessary for the standard operation of its business, except where the maintenance thereof could not reasonably be expected to result in a Material Adverse Change, and (iii) maintain and preserve all intellectual properties, including without limitation trademarks, trade names, patents, copyrights and other marks, registered and necessary for the standard operation of its business except where the maintenance thereof could not reasonably be expected to result in a Material Adverse Change.

8.2 Payment of Liabilities, Including Taxes, Etc. The Borrower shall, and shall cause each of its Subsidiaries to, duly pay and discharge (i) all liabilities to which it is subject or which are asserted against it, promptly as and when the same shall become due and payable, including all taxes, assessments and governmental charges upon it or any of its properties, assets, income or profits, prior to the date on which penalties attach thereto, except to the extent that such liabilities, including taxes, assessments or charges, are being contested in good faith and by appropriate and lawful proceedings diligently conducted and for which such reserve or other appropriate provisions, if any, as shall be required by GAAP shall have been made and (ii) all lawful and valid claims which, if unpaid, would result in the attachment of a Lien on its property as a matter of law or contract, other than Liens permitted under clause (xiii) of the definition of "Permitted Lien".

8.3 Maintenance of Insurance. The Borrower shall, and shall cause each of its Subsidiaries to, insure its properties and assets against loss or damage by fire and such other insurable hazards and against other risks as such assets are commonly insured in such amounts as similar properties and assets are insured by prudent companies in similar circumstances carrying on similar businesses, and with reputable and financially sound insurers which are not Affiliates of the Borrower, (except to the extent customarily self-insured or such Affiliates are otherwise acceptable to the Administrative Agent).

8.4 Maintenance of Properties and Leases. The Borrower shall, and shall cause each of its Subsidiaries to, maintain in good repair, working order and condition (ordinary wear and tear excepted) in accordance with the general practice of other businesses of similar character and size, all of those properties useful or necessary to its business, and from time to time, the Borrower will make or cause to be made all necessary and appropriate repairs, renewals or replacements thereof, except where the failure to do so would not reasonably be expected to result in a Material Adverse Change.

8.5 Inspection Rights. The Borrower shall, and shall cause each of its Subsidiaries to, permit any of the officers or authorized employees or representatives of the Administrative Agent or any of the Lenders to visit and inspect any of its properties and to examine and make excerpts from its books and records and discuss its business affairs, finances and accounts with its officers, directors and independent accountants, all in such detail and at such times and as often as any of the Lenders may reasonably request, provided that each Lender shall provide the Borrower and the Administrative Agent with reasonable notice prior to any visit or inspection. In the event any Lender desires to conduct an audit of the Borrower, such Lender shall make a reasonable effort to conduct such audit contemporaneously with any audit to be performed by the Administrative Agent and further provided that any such visit and inspection shall be limited to once per year except when an Event of Default has occurred and is continuing.

8.6 Keeping of Records and Books of Account. The Borrower shall, and shall cause each Subsidiary of the Borrower to, maintain and keep books of record and account which enable the Borrower and its Subsidiaries to issue financial statements in accordance with GAAP consistently applied and as otherwise required by applicable Laws of any Official Body having jurisdiction over the Borrower or any Subsidiary of the Borrower, and in which full, true and correct entries shall be made in all material respects of all financial transactions.

8.7 Compliance with Laws; Use of Proceeds. The Borrower shall, and shall cause each of its Subsidiaries to, comply in all material respects with all applicable Laws, including all Environmental Laws, in all respects; except (i) where such compliance with any law is being contested in good faith by appropriately proceedings diligently conducted, and (ii) that it shall not be deemed to be a violation of this Section 8.7 if any failure to comply with any Law would not result in fines, penalties, remediation costs, other similar liabilities or injunctive relief which in the aggregate would constitute a Material Adverse Change. The Borrower will use (i) the Letters of Credit and, without limiting clause (iii) below, the proceeds of the 5-Year Revolving Credit Loans and Swing Loans only to fund ongoing working capital, capital expenditures and other general corporate purposes and as permitted by applicable Law, (ii) the proceeds of the 364-Day Revolving Credit Loans only to fund ongoing working capital, capital expenditures, refinance the Indebtedness under the Existing Credit Agreement and for other general corporate purposes and as permitted by applicable Law and (iii) the Green Loans only to fund capital investments related to present and future capital investments related to renewable natural gas, compressed natural gas (and transportation thereof), solar energy, hydrogen energy and other general corporate green capital investments (the “**Specified Green Investment Projects**”), in each case, that are consistent with the “Green Loan Principles” set forth by the Loan Syndications and Trading Association (the “**GLP**”).

8.8 Further Assurances. The Borrower shall do such acts and things as the Administrative Agent in its sole discretion may deem necessary or advisable from time to time in order to preserve, perfect and protect the Administrative Agent’s and other Secured Parties’ rights granted hereunder and under the other Loan Documents and to exercise and enforce its rights and remedies hereunder and thereunder.

8.9 Sanctions and other Anti-Terrorism Laws; International Trade Law Compliance; Anti-Corruption Laws. Borrower will not, and will not permit any its Subsidiaries to: (a) become a Sanctioned Person or allow its employees, officers, directors, affiliates, consultants, brokers, and agents acting on its behalf in connection with this Agreement to become a Sanctioned Person; (b) directly, or indirectly through a third party, engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction, including any use of the proceeds of the Facilities to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Person or Sanctioned Jurisdiction; (c) repay the Facilities with funds derived from any unlawful activity; (d) engage in any transactions or other dealings with any Sanctioned Person or Sanctioned Jurisdiction prohibited by any Laws of the United States or other applicable jurisdictions relating to economic sanctions and any Anti-Terrorism Laws; or (e) cause any Lender or Administrative Agent to violate any sanctions administered by OFAC.

8.10 Anti-Corruption Laws. Borrower will not, and will not permit any its Subsidiaries to directly or indirectly, use the Loans or any proceeds thereof for any purpose which would breach any Anti-Corruption Laws in any jurisdiction in which any Covered Entity conducts business.

8.11 Reporting Requirements. The Borrower will furnish or cause to be furnished to the Administrative Agent and each of the Lenders:

(a) Quarterly Financial Statements. As soon as available but in any event no later than the filing date required by the SEC (without giving effect to any permitted extension thereof), financial statements of the Borrower, consisting of (i) a consolidated balance sheet as of the end of such fiscal quarter, (ii) related consolidated statements of income, stockholders’ equity for the fiscal quarter then ended and the fiscal year through that date and (iii) related

consolidated statements of cash flows for the fiscal year through that date, in each case, all in reasonable detail and certified (subject to normal year-end audit adjustments) by the Chief Executive Officer, President or Chief Financial Officer of the Borrower as having been prepared in accordance with GAAP (subject only to normal year-end audit adjustments and the absence of notes), consistently applied, and setting forth in comparative form the respective financial statements for the corresponding date and period in the previous fiscal year (all of which may be provided by means of delivery of the applicable SEC Form 10-Q, which will be deemed delivered upon filing thereof).

(b) Annual Financial Statements. As soon as available but in any event no later than the filing date required by the SEC (without giving effect to any permitted extension thereof), financial statements of the Borrower consisting of a consolidated balance sheet as of the end of such fiscal year, and related consolidated statements of income, stockholders' equity and cash flows for the fiscal year then ended, all in reasonable detail and prepared in accordance with GAAP consistently applied and setting forth in comparative form the financial statements as of the end of and for the preceding fiscal year, and audited and reported on by independent certified public accountants of nationally recognized standing reasonably satisfactory to the Administrative Agent (all of which may be provided by means of delivery of the applicable SEC Form 10-K, which will be deemed delivered upon filing thereof). The opinion or report of accountants shall be prepared in accordance with reasonably acceptable auditing standards and shall be free of any qualification (other than any consistency qualification that may result from a change in the method used to prepare the financial statements as to which such accountants concur), including without limitation as to the scope of such audit or status as a "going concern" of the Borrower or any Subsidiary.

8.12 Certificates; Notices; Additional Information.

(a) Certificate of the Borrower. Concurrently with the financial statements of the Borrower furnished to the Administrative Agent and to the Lenders pursuant to Sections 8.11(a) [Quarterly Financial Statements] and 8.11(b) [Annual Financial Statements], a certificate (each a "**Compliance Certificate**") of the Borrower signed by the Chief Executive Officer, President or Chief Financial Officer of the Borrower, in the form of Exhibit I.

(b) Default. Promptly after any officer of the Borrower has learned of the occurrence of an Event of Default or Potential Default, a certificate signed by an Authorized Officer setting forth the details of such Event of Default or Potential Default and the action which the Borrower proposes to take with respect thereto.

(c) Litigation. Promptly after the commencement thereof, notice of all actions, suits, proceedings or investigations before or by any Official Body or any other Person against the Borrower or Subsidiary of the Borrower which involve a claim or series of claims in excess of \$15,000,000 or which if adversely determined would constitute a Material Adverse Change.

(d) ERISA Event. Immediately upon the occurrence of any ERISA Event, notice in writing setting forth the details thereof and the action which the Borrower proposes to take with respect thereto.

(e) SEC Filings and other Material Reports. Promptly upon their becoming available to the Borrower, public SEC filings and other material reports, including 8-K, registration statements, proxies, prospectuses, financial statements and other shareholder communications, filed by the Borrower with the SEC excluding any Form 3, Form 4 or Form 5 (all of which may be provided by means of delivery of the applicable SEC Form or filing, and which will be deemed delivered upon (i) the posting of such information on the Borrower's website with written notice of such posting to the Administrative Agent or (ii) the making of such information available on any Platform).

(f) Other Information. Such other reports and information as the Administrative Agent or the Required Lenders may from time to time reasonably request.

(g) Certificate of Beneficial Ownership and Other Additional Information. Promptly provide to the Administrative Agent and the Lenders: (i) upon the request of the Administrative Agent or any Lender, confirmation of the accuracy of the information set forth in the most recent Certificate of Beneficial Ownership provided to the Administrative Agent and Lenders; (ii) a new Certificate of Beneficial Ownership, in form and substance acceptable to the Administrative Agent and the Lenders, when the individual(s) to be identified as a Beneficial Owner have changed; and (iii) such other information and documentation as may reasonably be requested by the Administrative Agent or any Lender from time to time for purposes of compliance by the Administrative Agent or such Lender with applicable laws (including without limitation the USA PATRIOT Act and other “know your customer” rules and regulations and other Anti- Terrorism Laws), and any policy or procedure implemented by the Administrative Agent or such Lender to comply therewith.

ARTICLE 9 NEGATIVE
COVENANTS

The Borrower hereby covenants and agrees that until the Facility Termination Date, it will not, and will not permit any of its Subsidiaries to:

9.1 Indebtedness. At any time create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) Existing Indebtedness as set forth on Schedule 9.1 (including any amendments, extensions, refinancings or renewals thereof; provided that before and immediately after any such amendment, extension, refinancing or renewal of such Indebtedness (i) the Borrower is in pro forma compliance with Section 9.8 [Maximum Funded Indebtedness to Total Adjusted Capitalization Ratio], (ii) no Event of Default or Potential Default shall have occurred and be continuing or would result therefrom and (iii) the aggregate principal committed amount of unsecured Current Indebtedness shall not at any time exceed \$100,000,000.00);

(c) (i) Secured Indebtedness incurred with respect to purchase money security interests, capitalized leases, Commodity Hedges (secured only by the Liens described in clause (ix) of the definition of "Permitted Liens") and first mortgage bonds, such Indebtedness secured by the Liens described in clause (vi) of the definition of "Permitted Liens" and any other secured Indebtedness of the Borrower and its Subsidiaries described in clause (x) of the definition of "Permitted Liens" and (ii) unsecured Current Indebtedness and Funded Indebtedness of the Borrower's Subsidiaries; provided that the sum of the aggregate amount of clause (i) plus the aggregate amount of clause (ii) shall not exceed at any time 20% of Total Adjusted Capitalization;

(d) Indebtedness of a Subsidiary to another Subsidiary or to the Borrower;

(e) Any (i) Lender Provided Interest Rate Hedge or Lender Provided Commodity Hedge, (ii) other Commodity Hedges or (iii) Indebtedness under any Other Lender Provided Financial Services Product; and

(f) Other unsecured Indebtedness (other than any such Indebtedness incurred with respect to any currency swap agreement or other similar agreement); provided that before and immediately after the incurrence of such Indebtedness (i) the Borrower is in pro forma compliance with Section 9.8 [Maximum Funded Indebtedness to Total Adjusted Capitalization Ratio] and (ii) no Event of Default or Potential Default shall have occurred and be continuing or would result therefrom.

9.2 Liens; Lien Covenants. At any time create, incur, assume or suffer to exist any Lien on any of its property or assets, tangible or intangible, now owned or hereafter acquired, or agree or become liable to do so, except Permitted Liens.

9.3 Loans and Investments. At any time make or suffer to remain outstanding any loan or advance to, or purchase, acquire or own any stock, bonds, notes or securities of, or any partnership interest (whether general or limited) or limited liability company interest in, or any other investment or interest in, or make any capital contribution to, any other Person, or agree, become or remain liable to do any of the foregoing (each, an "**Investment**"), except:

(a) trade credit extended on usual and customary terms in the ordinary course of business;

(b) advances to employees to meet expenses incurred by such employees in the ordinary course of business;

(c) Permitted Investments;

(d) Investments in Subsidiaries;

(e) to the extent not constituting Permitted Acquisitions, Investments in Persons principally engaged in a field of enterprise engaged in by the Borrower and its Subsidiaries

on the date hereof and any other field of enterprise substantially related, ancillary or complementary thereto; and

(f) Permitted Acquisitions.

9.4 Line of Business. The Borrower will not, and will not permit any Subsidiary to, engage in any business if, as a result, the general nature of the business in which the Borrower and its Subsidiaries, taken as a whole, would then be engaged, would be substantially changed from the general nature of the business in which the Borrower and its Subsidiaries, taken as a whole, are engaged on the date of this Agreement.

9.5 Liquidations, Mergers, Consolidations, Acquisitions. Dissolve, liquidate or wind- up its affairs, or become a party to any merger or consolidation, or acquire by purchase, lease or otherwise all or substantially all of the assets or Equity Interests of any other Person (except in the case of Acquisitions, Permitted Acquisitions or in the case of dissolutions, dispositions or mergers, as otherwise permitted by Section 9.6(b), (c), (e) and (f)) or consummate an LLC Division.

9.6 Dispositions of Assets or Subsidiaries. Sell, convey, assign, lease, abandon or otherwise transfer or dispose of, voluntarily or involuntarily, any of its properties or assets, tangible or intangible (including by LLC Division, sale, assignment, discount or other disposition of accounts, contract rights, chattel paper, equipment or general intangibles with or without recourse or of Equity Interests of a Subsidiary), except:

(a) transactions involving the sale of inventory in the ordinary course of business;

(b) any sale, transfer or lease of assets in the ordinary course of business which are no longer necessary or required in the conduct of the Borrower's or its Subsidiary's business;

(c) any sale, transfer or lease of assets by any Subsidiary of the Borrower to the Borrower or to another Subsidiary of the Borrower;

(d) any sale, transfer or lease of assets in the ordinary course of business which are replaced by substitute assets acquired or leased; or

(e) any sale, transfer or lease of assets where the amount of such assets (valued at net book value), together with all other assets of the Borrower and Subsidiaries previously disposed of as permitted by this clause (e) during the fiscal year in which the disposition occurs does not exceed 10% of Consolidated Total Assets as of the end of the fiscal year then most recently ended; provided that assets, as so valued, may be sold in excess of 10% of Consolidated Total Assets in any fiscal year if either (i) within one year of such sale, the proceeds from the sale of such assets are used, or committed by the Borrower's Board of Directors to be used, to acquire other assets of at least equivalent value and earning power or (ii) with the written consent of the Required Lenders, the proceeds from sale of such assets are used immediately upon receipt to prepay senior Funded Indebtedness of the Borrower; and

(f) any sale, transfer or lease of assets, other than those specifically excepted pursuant to clauses (a) through (e) above, which is approved by the Required Lenders.

9.7 Affiliate Transactions. Enter into or carry out any transaction with any Affiliate of the Borrower other than a Subsidiary of the Borrower (including purchasing property or services from or selling property or services to any Affiliate of the Borrower other than a Subsidiary of the Borrower) unless such transaction is not otherwise prohibited by this Agreement, is entered into in the ordinary course of business upon fair and reasonable arm's-length terms and conditions which are fully disclosed to the Administrative Agent and is in accordance with all applicable Law; provided that the foregoing restriction shall not apply to the payment or grant of reasonable compensation, benefits and indemnities to any director or officer of the Borrower or any Subsidiary and shall not restrict transactions with any Affiliate of the Borrower that have been approved by or are entered into pursuant to any orders or decisions of any Official Body having jurisdiction over the Borrower or any of its Subsidiaries.

9.8 Maximum Funded Indebtedness to Total Adjusted Capitalization Ratio. Will not, as of the last day of each fiscal quarter of the Borrower, permit the Funded Indebtedness to Total Adjusted Capitalization Ratio to exceed 0.65:1.00.

9.9 Limitation on Negative Pledges and Restrictive Agreements. Enter into, or permit to exist, any contractual obligation (except for this Agreement and the other Loan Documents) that (a) encumbers or restricts the ability of any such Person to (i) perform its obligations hereunder or under any other Loan Document; (ii) make dividends or distribution to the Borrower, (iii) pay any Indebtedness or other obligation owed to the Borrower, (iv) make loans or advances to the Borrower, (v) create any Lien upon any of their properties or assets, whether now owned or hereafter acquired (except, in the case of this clause (a)(v) only, (1) for any document or instrument governing any purchase money Liens or capital lease obligations otherwise permitted hereby (in which case, any prohibition or limitation shall only be effective against the assets financed thereby), (2) customary provisions restricting assignment of any licensing agreement (in which the Borrower or its Subsidiaries are the licensee) with respect to a contract entered into with the Borrower or its Subsidiaries in the ordinary course of business, (3) customary provisions restricting subletting, sublicensing or assignment of any intellectual property license or any lease governing any leasehold interests of the Borrower and its Subsidiaries and (4) for any document or instrument governing any Indebtedness permitted by Section 9.1(b) or any Indebtedness permitted by Section 9.1(f) to the extent such Indebtedness constitutes senior notes issued by Borrower ranking pari passu with the Obligations and the Indebtedness described on Schedule 9.1) or (vi) Guaranty the Obligations or (b) requires the grant of any Lien (other than a Permitted Lien or as may be required pursuant to any document or instrument governing the Indebtedness described on Schedule 9.1 or any other document or instrument pursuant to which Borrower may issue senior notes ranking pari passu thereto solely to the extent such Indebtedness evidenced by such senior notes is permitted under Section 9.1[Indebtedness]) on property for any obligation if a Lien on such property is given as security for the Obligations.

ARTICLE 10 DEFAULT

10.1 Events of Default. An Event of Default shall mean the occurrence or existence of any one or more of the following events or conditions (whatever the reason therefor and whether voluntary, involuntary or effected by operation of Law):

(a) Payments Under Loan Documents. The Borrower shall fail to pay (i) when and as required to be paid herein, any principal of any Loan, Reimbursement Obligation or Letter of Credit Obligation or (ii) within three (3) Business Days when and as required to be paid herein, any interest on any Loan, Reimbursement Obligation or Letter of Credit Obligation or any fee or other amount owing hereunder or under the other Loan Documents; or

(b) Breach of Warranty. Any representation or warranty made at any time by the Borrower in any Loan Document, or in any certificate, other instrument or statement furnished pursuant to the provisions hereof or thereof, shall prove to have been false or misleading in any material respect (or in the case of any representation or warranty qualified by materiality or reference to the absence of a Material Adverse Change, in which event shall prove to have been false or misleading in any respect) as of the time it was made, deemed made or furnished; or

(c) Breach of Certain Covenants. The Borrower shall default in the observance or performance of any covenant contained in Section 8.5 [Inspection Rights], Section 8.9 [Anti-Terrorism Laws; International Trade Law Compliance] or Article 9 [Negative Covenants]; or

(d) Breach of Other Covenants. The Borrower shall default in the observance or performance of any other covenant, condition or provision hereof or of any other Loan Document and such default shall continue unremedied for a period of thirty (30) days; or

(e) Defaults in Other Agreements or Indebtedness. A breach, default or event of default shall occur at any time under the terms of any other agreement involving borrowed money or the extension of credit or any other Indebtedness under which the Borrower or Subsidiary of the Borrower may be obligated as a borrower or guarantor in excess of \$20,000,000 in the aggregate, and such breach, default or event of default either (i) consists of the failure to pay (beyond any period of grace permitted with respect thereto, whether waived or not) any such Indebtedness when due (whether at stated maturity, by acceleration or otherwise) or (ii) causes, or permits the holder or holders of such Indebtedness or the beneficiary or beneficiaries of such guarantee (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to be demanded or to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity, or such guarantee to become payable or cash collateral in respect thereof to be demanded; or

(f) Final Judgments or Orders. Any final judgments or orders for the payment of money in excess of \$20,000,000 in the aggregate shall be entered against the Borrower by a court having jurisdiction in the premises, and with respect to which either (i) enforcement proceedings are commenced by any creditor upon such judgment or order, or (ii) there is a period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, is not in effect; or

(g) Loan Document Unenforceable. Any of the Loan Documents shall cease to be legal, valid and binding agreements enforceable against the party executing the same or such party's successors and assigns (as permitted under the Loan Documents) in accordance with the respective terms thereof or shall in any way be terminated (except in accordance with its terms) or become or be declared ineffective or inoperative or shall in any way be challenged or contested or

cease to give or provide the respective rights, titles, interests, remedies, powers or privileges intended to be created thereby; or

(h) Uninsured Losses; Proceedings Against Assets. There shall occur any material uninsured damage to or loss, theft or destruction of any of property of the Borrower in excess of \$20,000,000 or assets of the Borrower in excess of \$20,000,000 are attached, seized, levied upon or subjected to a writ or distress warrant; or such come within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors and the same is not cured within thirty (30) days thereafter; or

(i) Events Relating to Pension Plans and Multiemployer Plans. An ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of Borrower or any member of the ERISA Group under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$20,000,000, or Borrower or any member of the ERISA Group fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan, where the aggregate amount of unamortized withdrawal liability is in excess of \$20,000,000; or

(j) Change of Control. A Change of Control shall occur; or

(k) Insolvency Proceedings; Solvency; Attachment. Either (i) an Insolvency Proceeding shall have been instituted against the Borrower or Subsidiary of the Borrower and such Insolvency Proceeding shall remain undismissed or unstayed and in effect for a period of thirty (30) consecutive days or such court shall enter a decree or order granting any of the relief sought in such Insolvency Proceeding, (ii) the Borrower or Subsidiary of the Borrower institutes, or takes any action in furtherance of, an Insolvency Proceeding, (iii) the Borrower or any Subsidiary of the Borrower ceases to be Solvent or admits in writing its inability to pay its debts as they mature or

(iv) any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the Borrower or any Subsidiary of the Borrower and is not released, vacated or fully bonded within thirty (30) days after its issue or levy.

10.2 Consequences of Event of Default.

(a) Events of Default Other Than Bankruptcy, Insolvency or Reorganization Proceedings. If any Event of Default specified under Section 10.1 shall occur and be continuing, the Lenders and the Administrative Agent shall be under no further obligation to make Loans and the Issuing Lender shall be under no obligation to issue Letters of Credit and the Administrative Agent may, and upon the request of the Required Lenders shall, take any or all of the following actions:

(i) declare the commitment of each Lender to make Loans and any obligation of the Issuing Lender to issue, amend or extend Letters of Credit to be terminated, whereupon such commitments and obligation shall be terminated;

(ii) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(iii) require the Borrower to, and the Borrower shall thereupon, deposit in a non-interest-bearing account with the Administrative Agent, as Cash Collateral for its Obligations under the Loan Documents, an amount equal to the Minimum Collateral Amount for all outstanding Letters of Credit, and the Borrower hereby pledges to the Administrative Agent and the Lenders, and grants to the Administrative Agent and the Lenders a security interest in, all such Cash Collateral as security for such Obligations; and

(iv) exercise on behalf of itself, the Lenders and the Issuing Lender all rights and remedies available to it, the Lenders and the Issuing Lender under the Loan Documents;

provided that upon the occurrence of an actual or deemed entry of an order for relief with respect to the Borrower under the Bankruptcy Code of the United States, the obligation of each Lender to make Loans and any obligation of the Issuing Lender to issue, amend or extend any Letter of Credit shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrower to provide Cash Collateral as set forth in clause (iii) above shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

(b) Set-off. If an Event of Default shall have occurred and be continuing, each Lender, the Issuing Lender, and each of their respective Affiliates and any participant of such Lender or Affiliate which has agreed in writing to be bound by the provisions of Section 5.3 [Sharing of Payments by Lenders], after obtaining the prior written consent of the Administrative Agent, is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the Issuing Lender or any such Affiliate or participant to or for the credit or the account of the Borrower against any and all of the Obligations now or hereafter existing under this Agreement or any other Loan Document to such Lender, the Issuing Lender, Affiliate or participant, irrespective of whether or not such Lender, Issuing Lender, Affiliate or participant shall have made any demand under this Agreement or any other Loan Document and although such Obligations of the Borrower may be contingent or unmatured or are owed to a branch or office of such Lender or the Issuing Lender different from

the branch or office holding such deposit or obligated on such Indebtedness, provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.10 [Defaulting Lenders] and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent, the Issuing Lender, and the Lenders, and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender, the Issuing Lender and their respective Affiliates and participants under this Section are in addition to other rights and remedies (including other rights of setoff) that such

Lender, the Issuing Lender or their respective Affiliates and participants may have. Each Lender and the Issuing Lender agrees to notify the Borrower and the Administrative Agent promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application; and

(c) Enforcement of Rights and Remedies. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Borrower shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with this Section 10.2 for the benefit of all the Lenders and the Issuing Lender and the other Secured Parties; provided that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) the Issuing Lender or the Swing Loan Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as the Issuing Lender or Swing Loan Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 10.2(b) (subject to the terms of Section 5.3 [Sharing of Payments by Lenders]), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to the Borrower under any Insolvency Proceeding; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to this Section 10.2(c), and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 5.3 [Sharing of Payments by Lenders], any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

10.3 Application of Proceeds. From and after the date on which the Administrative Agent has taken any action pursuant to Section 10.2 (or after the Loans have automatically become immediately due and payable and the Letter of Credit Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 10.2(a)) and until the Facility Termination Date, any and all proceeds received on account of the Obligations shall (subject to Sections 2.10 and 10.2(a)(iii)) be applied as follows:

(a) First, to payment of that portion of the Obligations constituting fees (other than Letter of Credit Fees), indemnities, expenses and other amounts, including attorney fees, payable to the Administrative Agent in its capacity as such, the Issuing Lender in its capacity as such and the Swing Loan Lender in its capacity as such, ratably among the Administrative Agent, the Issuing Lender and Swing Loan Lender in proportion to the respective amounts described in this clause First payable to them;

(b) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Lenders under the Loan Documents, including attorney fees, ratably among the Facilities and ratably among the Lenders under such Facility in proportion to the respective amounts described in this clause Second payable to them;

(c) Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans and Reimbursement Obligations, ratably among the Facilities and ratably among the Lenders under such Facility and the Issuing Lender in proportion to the respective amounts described in this clause Third payable to them;

(d) Fourth, to payment of that portion of the Obligations constituting unpaid principal of the Loans, Reimbursement Obligations and payment obligations then owing under Lender Provided Interest Rate Hedges, Lender Provided Commodity Hedges and Other Lender Provided Financial Service Products, ratably among the Facilities and ratably among the Lenders under such Facility, the Issuing Lender, the applicable Cash Management Banks, the applicable Commodity Hedge Banks and the applicable Interest Rate Hedge Banks, in proportion to the respective amounts described in this clause Fourth held by them;

(e) Fifth, to the Administrative Agent for the account of the Issuing Lender, to Cash Collateralize any undrawn amounts under outstanding Letters of Credit (to the extent not otherwise cash collateralized pursuant to this Agreement); and

(f) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

Amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause Fifth above shall be applied to satisfy drawings under such Letters of Credit as they occur. If any amount remains on deposit as cash collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

In addition, notwithstanding the foregoing, Obligations arising under Lender Provided Interest Rate Hedges, Lender Provided Commodity Hedges and Other Lender Provided Financial Service Products shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may reasonably request, from the applicable Cash Management Bank, Commodity Hedge Bank or Interest Rate Hedge Bank, as the case may be. Each Cash Management Bank, Commodity Hedge Bank or Interest Rate Hedge Bank not a party to the Credit Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article 11 hereof for itself and its Affiliates as if a "Lender" party hereto.

ARTICLE 11 THE ADMINISTRATIVE AGENT

11.1 Appointment and Authority. Each of the Lenders and the Issuing Lender hereby irrevocably appoints PNC Bank, National Association to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the Issuing Lender, and the Borrower shall not have rights as a third-party beneficiary of any of such provisions. It is understood and agreed that the use of the term "agent" herein or in any other Loan Documents (or any other similar term) with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead such term is used as a matter of market custom, and is intended to create or reflect only an administrative relationship between contracting parties.

11.2 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires,

include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, own securities of, act as the financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

11.3 Exculpatory Provisions. (a) The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents, and its duties hereunder shall be administrative in nature. Without limiting the generality of the foregoing, the Administrative Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether a Potential Default or Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents); provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable Law, including for the avoidance of doubt any action that may be in violation of the automatic stay under any Debtor Relief Law or that may effect a forfeiture, modification or termination of property of a Defaulting Lender in violation of any Debtor Relief Law; and

(iii) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

(b) The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 12.1 [Modifications; Amendments and Waivers] and 10.2[Consequences of Event of Default]), or (ii) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment. The Administrative Agent shall be deemed not to have knowledge of any Potential Default or Event of Default unless and until notice describing such Potential Default or Event of Default is given to the Administrative Agent in writing by the Borrower, a Lender or an Issuing Lender.

(c) The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Potential Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article 7 [Conditions of Lending and Issuance of Letters of Credit] or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

(d) Reserved.

11.4 Reliance by Administrative Agent and the Green Loan Coordinator. The Administrative Agent and the Green Loan Coordinator shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent and the Green Loan Coordinator also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance, extension, renewal or increase of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender or Issuing Lender unless the Administrative Agent shall have received notice to the contrary from such Lender or the Issuing Lender prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. Without limiting the foregoing, each party hereto hereby agrees that neither the Green Loan Coordinator nor the Administrative Agent shall have any responsibility for (or liability in respect of) reviewing, auditing or otherwise evaluating any certification provided by the Borrower in connection with an advance of a Green Loan (or any of the information that is part of or related to any such certification). The Administrative Agent and the Green Loan Coordinator may rely conclusively on any such certification provided by the Borrower for any advance of a Green Loan without any responsibility to verify the accuracy thereof.

11.5 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Facilities as well as activities as Administrative Agent. The Administrative Agent shall not be responsible for the negligence or misconduct of any sub-agents except to the extent that a court of competent jurisdiction determines in a final and nonappealable judgment that the Administrative Agent acted with gross negligence or willful misconduct in the selection of such sub-agents.

11.6 Resignation of Administrative Agent. (a) The Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Lender and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower (so long as no Potential Default or Event of Default has occurred and is continuing), to appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation (or such earlier day as shall be agreed by the Required Lenders) (the “**Resignation Effective Date**”), then the retiring Administrative Agent may (but shall not be obligated to), on behalf of the Lenders and the Issuing Lender, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that in no event shall any such successor Administrative Agent be a Defaulting Lender. Whether or not a successor has been appointed, such resignation shall become effective in accordance with such notice on the Resignation Effective Date.

(b) If the Person serving as Administrative Agent is a Defaulting Lender pursuant to clause (d) of the definition thereof, the Required Lenders may, to the extent permitted by applicable law, by notice in writing to the Borrower and such Person remove such Person as Administrative Agent and, in consultation with the Borrower, appoint a successor. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days (or such earlier day as shall be agreed by the Required Lenders)

(the “**Removal Effective Date**”), then such removal shall nonetheless become effective in accordance with such notice on the Removal Effective Date.

(c) With effect from the Resignation Effective Date or the Removal Effective Date (as applicable)

(i) the retiring or removed Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the Issuing Lender under any of the Loan Documents, the retiring or removed Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and

(ii) except for any indemnity payments owed to the retiring or removed Administrative Agent, all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and Issuing Lender directly, until such time, if any, as the Required Lenders appoint a successor Administrative Agent as provided for above. Upon the acceptance of a successor’s appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring or removed Administrative Agent (other than any rights to indemnity payments owed to the retiring or removed Administrative Agent), and the retiring or removed Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring or removed Administrative Agent’s resignation or removal hereunder and under the other Loan Documents, the provisions of this Article and Section 12.3 [Expense; Indemnity; Damage Waiver] shall continue in effect for the benefit of such retiring or removed Administrative Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring or removed Administrative Agent was acting as Administrative Agent.

11.7 Non-Reliance on Administrative Agent, the Green Loan Coordinator and Other Lenders. Each Lender and the Issuing Lender acknowledges that it has, independently and without reliance upon the Administrative Agent, the Green Loan Coordinator or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and Issuing Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent, the Green Loan Coordinator or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

11.8 No Other Duties, Etc. Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers, Syndication Agents or Green Loan Coordinator listed on the cover page hereof shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as the Administrative Agent, a Lender or an Issuing Lender hereunder.

11.9 Administrative Agent’s Fee. The Borrower shall pay to the Administrative Agent a nonrefundable fee (the “**Administrative Agent’s Fee**”) under the terms of a letter (the “**Administrative Agent’s Letter**”) between the Borrower and Administrative Agent, as amended from time to time.

11.10 Administrative Agent May File Proofs of Claim. In case of the pendency of any proceeding under any Debtor Relief Law, the Administrative Agent (irrespective of whether the principal of any Loan or Letter of Credit Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrower) shall be entitled and empowered (but not obligated) by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, Letter of Credit Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the Issuing Lender and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of

the Lenders, the Issuing Lender and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the Issuing Lender and the Administrative Agent under Sections 2.9(b) [Letter of Credit Fees] and 12.3 [Expenses; Indemnity; Damage Waiver]) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the Issuing Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Lender, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent under Section 12.3 [Expenses; Indemnity; Damage Waiver].

11.11 Reserved.

11.12 No Reliance on Administrative Agent’s Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender’s, Affiliate’s, participant’s or assignee’s customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the “**CIP Regulations**”), or any other Anti-Terrorism Law or any Anti-Corruption Law, including any programs involving any of the following items relating to or in connection with the Borrower, its Affiliates or its agents, the Loan Documents or the transactions hereunder or contemplated hereby:

(i) any identity verification procedures, (ii) any recordkeeping, (iii) comparisons with government lists, (iv) customer notices or (v) other procedures required under the CIP Regulations or such other Laws.

11.13 Lender Provided Interest Rate Hedges, Lender Provided Commodity Hedges and Other Lender Provided Financial Service Products. Except as otherwise expressly set forth herein, no Cash Management Bank, Commodity Hedge Bank or Interest Rate Hedge Bank that obtains the benefits of Section 10.3 [Application of Proceeds] by virtue of the provisions hereof or of any Loan Document shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article 11 to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Lender Provided Interest Rate Hedges, Lender Provided Commodity Hedges and/or Other Lender Provided Financial Service Products unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank, Commodity Hedge Bank or Interest Rate Hedge Bank, as the case may be.

11.14 Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the

Administrative Agent, each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit or the Commitments or this Agreement;

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement;

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Letters of Credit, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement satisfies the requirements of sub- sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement; or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) sub-clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with sub-clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent, each Arranger and their respective Affiliates, and not, for the avoidance of doubt, to or for the benefit of the Borrower, that none of the Administrative Agent, any Arranger and their respective Affiliates is a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans, the Letters of Credit, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Loan Document or any documents related hereto or thereto).

11.15 Erroneous Payments.

(a) If the Administrative Agent notifies a Lender, Issuing Lender or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Lender or Secured Party such Lender or Issuing Lender (any such Lender, Issuing Lender, Secured Party or other recipient, a “**Payment Recipient**”) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, Issuing Lender, Secured Party or

other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "Erroneous Payment") and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender, Issuing Lender or Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Effective Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding clause (a), each Lender, Issuing Lender or Secured Party, or any Person who has received funds on behalf of a Lender, Issuing Lender or Secured Party such Lender or Issuing Lender, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender, Issuing Lender or Secured Party, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender, Issuing Lender or Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 11.15(b).

(c) Each Lender, Issuing Lender or Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender, Issuing Lender or Secured Party under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender, Issuing Lender or Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (a), from any Lender or Issuing Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Administrative Agent’s notice to such Lender or Issuing Lender at any time, (i) such Lender or Issuing Lender shall be deemed to have assigned its Loans (but not its Commitments) of the relevant class with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Class**”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not Commitments) of the Erroneous Payment Impacted Class, the “**Erroneous Payment Deficiency Assignment**”) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, and such Lender or Issuing Lender shall deliver any Notes evidencing such Loans to the Borrower or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or Issuing Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning Issuing Lender shall cease to be a Lender or Issuing Lender, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender or assigning Issuing Lender and (iv) the Administrative Agent may reflect in the Register its ownership interest

in the Loans subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender or Issuing Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or Issuing Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender or Issuing Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold a Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender, Issuing Lender or Secured Party under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the “**Erroneous Payment Subrogation Rights**”).

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine.

(g) Each party’s obligations, agreements and waivers under this Section 11.15 shall survive the resignation or replacement of the Administrative Agent, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 12 MISCELLANEOUS

12.1 Modifications, Amendments or Waivers. With the written consent of the Required Lenders, the Administrative Agent, acting on behalf of all the Lenders, and the Borrower, may from time to time enter into written agreements amending or changing any provision of this Agreement or any other Loan Document or the rights of the Lenders or the Borrower hereunder or thereunder, or may grant written waivers or consents hereunder or thereunder. Any such agreement, waiver or consent made with such written consent shall be effective to bind all the

Lenders and the Borrower; provided, that no such agreement, waiver or consent may be made which will:

(a) Increase of Commitment. Increase the amount of the Revolving Credit Commitment of any Lender hereunder without the consent of such Lender;

(b) Extension of Payment; Reduction of Principal, Interest or Fees; Modification of Terms of Payment. Whether or not any Loans are outstanding, subject to Section 2.12, extend any Expiration Date or the time for payment of principal or interest of any Loan, the Commitment Fee or any other fee payable to any Lender, or reduce the principal amount of or the rate of interest borne by any Loan (other than as a result of waiving the applicability of any post- default increase in interest rates) or reduce the Commitment Fee or any other fee payable to any Lender, without the consent of each Lender directly affected thereby;

(c) Miscellaneous. (i) Amend Section 5.2 [Pro Rata Treatment of Lenders], Section 5.3 [Sharing of Payments by Lenders], Section 10.3 [Application of Proceeds], Section 11.4 [Exculpatory Provisions] or this Section 12.1, (ii) alter any provision regarding the pro rata treatment of the Lenders or requiring all Lenders to authorize the taking of any action or reduce any percentage specified in the definition of Required Lenders or (iii) subordinate, or have the effect of subordinating, the Obligations hereunder to any other Indebtedness or other obligation, in each case, without the consent of all of the Lenders;

(d) 5-Year Revolver. Amend, modify or waive (i) Section 7.2 or any other provision of this Agreement if the effect of such amendment, modification or waiver is to require the 5-Year Revolver Lenders to make 5-Year Revolving Credit Loans when the 5-Year Revolver Lenders would not otherwise be required to do so without the written consent of the Required 5- Year Revolver Lenders, (ii) the amount of the Swing Loan Commitment without the written consent of the Required 5-Year Revolver Lenders, (iii) the amount of the Letter of Credit Sublimit without the written consent of the Required 5-Year Revolver Lenders, (iv) the amount of the 5- Year Revolver Green Loan Sublimit without the consent of all of the 5-Year Revolver Lenders and (v) any provision requiring all 5-Year Revolver Lenders to authorize the taking of any action or reduce any percentage specified in the definition of Required 5-Year Revolver Lenders, in each case without the consent of all of the 5-Year Revolver Lenders;

(e) 364-Day Revolver. Amend, modify or waive (i) Section 7.2 or any other provision of this Agreement if the effect of such amendment, modification or waiver is to require the 364-Day Revolver Lenders to make 364-Day Revolving Credit Loans when the 364-Day Revolver Lenders would not otherwise be required to do so without the written consent of the Required 364-Day Revolver Lenders, (ii) the amount of the 364-Day Revolver Green Loan Sublimit without the consent of all of the 364-Day Revolver Lenders and (iii) any provision requiring all 364-Day Revolver Lenders to authorize the taking of any action or reduce any percentage specified in the definition of Required 364-Day Revolver Lenders, in each case without the consent of all of the 364-Day Revolver Lenders;

provided that (i) no agreement, waiver or consent which would modify the interests, rights or obligations of the Administrative Agent, the Issuing Lender, or the Swing Loan Lender may be made without the written consent of the Administrative Agent, the Issuing Lender or the Swing

Loan Lender, as applicable and (ii) the Administrative Agent's Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto, and provided, further that, if in connection with any proposed waiver, amendment or modification referred to in Sections 12.1(a) through (e) above, there is a Non-Consenting Lender with respect to a Facility, then the Borrower shall have the right to replace any such Non-Consenting Lender with respect to such Facility with one or more replacement Lenders pursuant to Section 5.7(a) [Replacement of a Lender]. Notwithstanding anything to the contrary herein, no Defaulting Lender with respect to a Facility shall have any right to approve or disapprove any amendment, waiver or consent hereunder with respect to such Facility (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than such Defaulting Lenders), except that (x) the Commitment of any Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender disproportionately adversely relative to other affected Lenders shall require the consent of such Defaulting Lender.

Notwithstanding any provision herein to the contrary, this Agreement may be amended to extend the Expiration Date with respect to the Revolving Credit Commitments of Lenders under a Facility that agree to such extension with respect to their Revolving Credit Commitments pursuant to the terms and conditions of Section 2.12 with the written consent of each such approving Lender, the Administrative Agent and the Borrower (and no other Lender).

In addition, notwithstanding the foregoing, (a) with the consent of the Borrower, the Administrative Agent may amend, modify or supplement any Loan Document without the consent of any Lender or the Required Lenders in order to correct or cure any ambiguity, inconsistency or defect or correct any typographical or ministerial error in any Loan Document (provided that any such amendment, modification or supplement shall not be materially adverse to the interests of the Lenders taken as a whole), and (b) without the consent of any Lender or the Borrower, within a reasonable time after (i) the effective date of any increase or addition to, extension of or decrease from, the Revolving Credit Commitments, or (ii) any assignment by any Lender of some or all of its Revolving Credit Commitments, the Administrative Agent shall, and is hereby authorized and directed to, revise Schedule 1.1(B) to reflect such change and shall distribute such revised Schedule 1.1(B) to each of the Lenders and the Borrower, whereupon such revised Schedule 1.1(B) shall replace the old Schedule 1.1(B) and become part of this Agreement.

Notwithstanding anything in this Agreement to the contrary, each Lender hereby irrevocably authorizes the Administrative Agent on its behalf, and without further consent of any Lender (but with the consent of the Borrower and the Administrative Agent), to amend and restate this Agreement and the other Loan Documents if, upon giving effect to such amendment and restatement, such Lender shall no longer be a party to this Agreement (as so amended and restated), the Commitments of such Lender shall have terminated, such Lender shall have no other commitment or other obligation hereunder and shall have been paid in full all principal, interest and other amounts owing to it or accrued for its account under this Agreement and the other Loan Documents.

12.2 No Implied Waivers; Cumulative Remedies. No course of dealing and no delay or failure of the Administrative Agent or any Lender in exercising any right, power, remedy or privilege under this Agreement or any other Loan Document shall affect any other or future exercise thereof or operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further exercise thereof or of any other right, power, remedy or privilege. The enumeration of the rights and remedies of the Administrative Agent and the Lenders set forth in this Agreement is not intended to be exhaustive and the exercise by the Administrative Agent and the Lenders of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative, and shall be in addition to any other right or remedy given hereunder or under the other Loan Documents or that may now or hereafter exist at law or in equity or by suit or otherwise. No reasonable delay or failure to take action on the part of the Administrative Agent or any Lender in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege or shall be construed to be a waiver of any Event of Default.

12.3 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrower shall pay (i) all out-of-pocket expenses incurred by the Administrative Agent, the Lead Arranger, the Green Loan Coordinator and their respective Affiliates (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), and shall pay all fees and time charges and disbursements for attorneys who may be employees of the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket expenses incurred by the Issuing Lender in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all out-of-pocket expenses incurred by the Administrative Agent, any Lender or the Issuing Lender (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the Issuing Lender), and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or the Issuing Lender, in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, and (B) in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit, and (iv) all reasonable out-of-pocket expenses of the Administrative Agent's regular employees and agents engaged periodically to perform audits of the Borrower's books, records and business properties.

(b) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent (and any sub-agent thereof), the Arrangers, the Green Loan Coordinator, each Lender and the Issuing Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from (and shall reimburse each Indemnitee as the same are incurred), any and all losses, claims, damages, liabilities, penalties and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower but excluding other Indemnitees and its Related Parties) arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Lender to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the

Borrower or any of its Subsidiaries, or any Environmental Liability related in any way to the Borrower or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by the Borrower against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and non-appealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 12.3(b) shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, etc. arising from any non-Tax claim.

(c) Reimbursement by Lenders. To the extent that the Borrower for any reason fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the Issuing Lender, the Swing Loan Lender or any Related Party of any of the foregoing, without relieving the Borrower from its obligation to do so, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), such Issuing Lender, such Swing Loan Lender or such Related Party, as the case may be, such Lender's pro rata share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought based on each Lender's Ratable Share at such time) of such unpaid amount (including any such unpaid amount in respect of a claim asserted by such Lender); provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent), the Issuing Lender or the Swing Loan Lender in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent), the Issuing Lender or the Swing Loan Lender in connection with such capacity. The obligations of the Lenders under this paragraph (b) are subject to the provisions of Section 2.2 [Nature of Lenders' Obligations with Respect to Revolving Credit Loans].

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in Section 12.3(a) [Costs and Expenses] shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby, except to the extent such liability or damages are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(e) Payments. All amounts due under this Section shall be payable not later than ten (10) days after demand therefor.

(f) Survival. Each party's obligations under this Section shall survive the termination of the Loan Documents and the termination of the Commitments and the repayment, satisfaction or discharge of all Obligations.

12.4 Reserved.

12.5 Holidays. Whenever payment of a Loan to be made or taken hereunder shall be due on a day which is not a Business Day such payment shall be due on the next Business Day (except as provided in Section 4.2 [Interest Periods]) and such extension of time shall be

included in computing interest and fees, except that the Loans shall be due on the Business Day preceding the Expiration Date if the Expiration Date is not a Business Day. Whenever any payment or action to be made or taken hereunder (other than payment of the Loans) shall be stated to be due on a day which is not a Business Day, such payment or action shall be made or taken on the next following Business Day, and such extension of time shall not be included in computing interest or fees, if any, in connection with such payment or action.

12.6 Notices; Effectiveness; Electronic Communication

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 12.6(b) [Electronic Communications]), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier (i) if to a Lender, to it at its address set forth in its administrative questionnaire, or (ii) if to any other Person, to it at its address set forth on Schedule 1.1(B).

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in 12.6(b) [Electronic Communications], shall be effective as provided in such Section.

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Lender hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or the Issuing Lender pursuant to Article 2 [Revolving Credit and Swingline Loan

Facilities] if such Lender or the Issuing Lender, as applicable, has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

(c) Change of Address, etc. Any party hereto may change its address, e-mail address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

(d) Platform.

(i) The Borrower agrees that the Administrative Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Issuing Lender and the other Lenders by posting the Communications on the Platform.

(ii) The Platform is provided "as is" and "as available." The Agent Parties (as defined below) do not warrant the adequacy of the Platform and

expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including, without limitation, any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Administrative Agent or any of its Related Parties (collectively, the “Agent Parties”) have any liability to the Borrower, any Lender or any other Person or entity for damages of any kind, including, without limitation, direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of the Borrower’s or the Administrative Agent’s transmission of communications through the Platform. “Communications” means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of the Borrower pursuant to any Loan Document or the transactions contemplated therein which is distributed to the Administrative Agent, any Lender or any Issuing Lender by means of electronic communications pursuant to this Section, including through the Platform.

12.7 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Without limiting the foregoing provisions of this Section, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the Issuing Lender or the Swing Loan Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

12.8 Duration; Survival. All representations and warranties of the Borrower contained herein or made in connection herewith shall survive the execution and delivery of this Agreement and the completion of the transactions hereunder, and shall continue in full force and effect until the Facility Termination Date. All covenants and agreements of the Borrower contained herein relating to the payment of principal, interest, premiums, additional compensation or expenses and indemnification, including those set forth in the Notes, Section 5.1 [Payments] and Section 12.3 [Expenses; Indemnity; Damage Waiver], shall survive the Facility Termination Date. All other covenants and agreements of the Borrower shall continue in full force and effect from and after the Closing Date and until the Facility Termination Date.

12.9 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder (including, in each case, by way of an LLC Division) without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void except as expressly set forth herein). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section, Indemnitees and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all

or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions:

(i) Minimum Amounts.

(A) in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans under a Facility at the time owing to it or contemporaneous assignments to related Approved Funds (determined after giving effect to such assignments) that equal at least the amount specified in paragraph (b)(i)(B) of this Section in the aggregate or in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, no minimum amount need be assigned; and

(B) in any case not described in clause (i)(A) of this Section, the aggregate amount of the Commitment (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender under a Facility subject to each such assignment (determined as of the date the Assignment and Assumption Agreement with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption Agreement, as of such "Trade Date") shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Credit Commitment of the assigning Lender under a Facility, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed).

(ii) Proportionate Amounts. Each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned.

(iii) Required Consents. No consent shall be required for any assignment except to the extent required by paragraph (b)(i)(B) of this Section and, in addition:

(A) the consent of the Borrower (such consent not to be unreasonably withheld or delayed) shall be required unless (x) an Event of Default has occurred and is continuing at the time of such assignment or (y) such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund; provided that the Borrower shall be deemed to have consented to any such assignment unless it shall object thereto by written notice to the Administrative Agent within five (5) Business Days after having received notice thereof;

(B) the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed) shall be required for assignments to a Person that is not a Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender; and

(C) the consent of the Issuing Lender and Swing Loan Lender (such consent not to be unreasonably withheld or delayed) shall be required for any assignment of the 5-Year Revolver.

(iv) Assignment and Assumption Agreement. The parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption Agreement, together with a processing and recordation fee of \$3,500; provided that the Administrative Agent may, in its sole discretion, elect to waive such processing and recordation fee in the case of any assignment. The assignee, if it is not a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

(v) No Assignment to Certain Persons. No such assignment shall be made to (A) the Borrower or any of the Borrower's Affiliates or Subsidiaries, (B) any Defaulting Lender or any of its Subsidiaries, or any Person who, upon becoming a Lender hereunder, would constitute a Defaulting Lender or a Subsidiary thereof or (C) any Disqualified Institution (to the extent that such institution has been disclosed on a list that has been made available to all Lenders).

(vi) No Assignment to Natural Persons. No such assignment shall be made to a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person).

(vii) Certain Additional Payments. In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or subparticipations, or other compensating actions, including funding, with the consent of the Borrower and the Administrative Agent, the applicable pro rata share of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender under such Facility to the Administrative Agent, the Issuing Lender, the Swing Loan Lender and each other Lender hereunder (and interest accrued thereon), and (y) acquire (and fund as appropriate) its full pro rata share of all Loans and participations in Letters of Credit and Swing Loans in accordance with its Ratable Share under such Facility. Notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(viii) Effectiveness; Release. Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section 12.9, from and after the effective date specified in each Assignment and Assumption Agreement, the assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption Agreement, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption Agreement, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption Agreement covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 4.4 [Term SOFR Rate/Daily Simple SOFR Unascertainable; Etc.], 5.8 [Increased Costs], 5.9 [Taxes], 5.10 [Indemnity] and 12.3 [Expenses, Indemnity; Damage Waiver] with respect to facts and circumstances occurring prior to the effective date of such assignment; provided, that except to the extent otherwise expressly agreed by the affected parties, no assignment by a Defaulting Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrower or the Administrative Agent, sell participations to any Person (other than a natural Person, or a holding company, investment vehicle or trust for, or owned and operated

for the primary benefit of, a natural Person, the Borrower or any of the Borrower's Affiliates or Subsidiaries or any Disqualified Institution (to the extent that such institution has been disclosed on a list that has been made available to all Lenders)) (each, a "**Participant**") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, and (iii) the Borrower, the Administrative Agent, the Issuing Lender and Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. For the avoidance of doubt, each Lender shall be responsible for the indemnity under Section 12.3 [Expenses; Indemnity; Damage Waiver] with respect to any payments made by such Lender to its Participant(s).

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree (other than as is already provided for herein) to any amendment, modification or waiver with respect to Sections 12.1(a) [Increase of Commitment] or 12.1(b) [Extension of Payment, Etc.] that affects such Participant. The Borrower agrees that each Participant shall be entitled to the benefits of Sections 4.4 [Term SOFR Rate/Daily Simple SOFR Unascertainable, Etc.], 5.8 [Increased Costs], 5.9 [Taxes] and 5.10 [Indemnity] (subject to the requirements and limitations therein, including the requirements under Section 5.9(g) [Status of Lenders] (it being understood that the documentation required under Section 5.9(g) [Status of Lenders] shall be delivered to the participating Lender)) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section; provided that such Participant

(A) agrees to be subject to the provisions of Section 5.7(a) [Replacement of a Lender] and Section 5.7(b) [Designation of a Different Lending Office] as if it were an assignee under paragraph (b) of

this Section; and (B) shall not be entitled to receive any greater payment under Sections 5.8 [Increased Costs] or 5.9 [Taxes], with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a Change in Law that occurs after the Participant acquired the applicable participation. Each Lender that sells a participation agrees, at the Borrower's request and expense, to use reasonable efforts to cooperate with the Borrower to effectuate the provisions of Section 5.7(a) [Replacement of a Lender] and Section 5.7(b) [Designation of Different Lending Office] with respect to any Participant. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 10.2(b) [Set-off] as though it were a Lender; provided that such Participant agrees to be subject to Section 5.3 [Sharing of Payments by Lenders] as though it were a Lender. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Loan Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, the Administrative Agent (in its capacity as Administrative Agent) shall have no responsibility for maintaining a Participant Register.

(e) Certain Pledges; Successors and Assigns Generally. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure

obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(f) Reserved.

(g) Reserved.

(h) Reserved.

(i) Cashless Settlement. Notwithstanding anything to the contrary contained in this Agreement, any Lender may exchange, continue or rollover all or a portion of its Loans in connection with any refinancing, extension, loan modification or similar transaction permitted by the terms of this Agreement, pursuant to a cashless settlement mechanism approved by the Borrower, the Administrative Agent and such Lender.

(j) Arrangers/Bookrunners. Notwithstanding anything to the contrary contained in this Agreement, the name of any arranger and/or bookrunner listed on the cover page of this Agreement may be changed by the Administrative Agent to the name of any Lender or Lender's broker-dealer Affiliate, upon written request to the Administrative Agent by any such arranger and/or bookrunner and the applicable Lender or Lender's broker-deal Affiliate.

12.10 Confidentiality.

(a) General. Each of the Administrative Agent, the Green Loan Coordinator, the Lenders and the Issuing Lender agree to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential);

(b) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including any self-regulatory authority, such as the National Association of Insurance Commissioners); (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process; (d) to any other party hereto; (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder; (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights and obligations under this Agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to the Borrower and its obligations, this Agreement or payments hereunder; (g) on a confidential basis to (i) any rating agency in connection with rating the Borrower or its Subsidiaries or the Facilities or (ii) the CUSIP Service Bureau or any similar agency in connection with the issuance and monitoring of CUSIP numbers with respect to the Facilities; (h) with the consent of the Borrower; or (i) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or

(y) becomes available to the Administrative Agent, the Green Loan Coordinator, any Lender, any Issuing Lender or any of their respective Affiliates on a nonconfidential basis from a source other than the Borrower. In addition, the Administrative Agent, the Green Loan Coordinator and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry and service providers to the Administrative Agent and the Lenders in connection with the administration of this Agreement, the other Loan Documents, and the Commitments.

For purposes of this Section, "**Information**" means all information received from the Borrower or any of its Subsidiaries relating to the Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Administrative Agent, the Green Loan Coordinator, any Lender or any Issuing Lender on a nonconfidential basis

prior to disclosure by the Borrower or any of its Subsidiaries; provided that, in the case of information received from the Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

(b) Sharing Information With Affiliates of the Lenders. The Borrower acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to the Borrower or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and the Borrower hereby authorizes each Lender to share any information delivered to such Lender by the Borrower and its Subsidiaries pursuant to this Agreement to any such Subsidiary or Affiliate subject to the provisions of Section 12.10(a) [General].

12.11 Counterparts; Integration; Effectiveness.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent, constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof including any prior confidentiality agreements and commitments. Except as provided in Article 7 [Conditions Of Lending And Issuance Of Letters Of Credit], this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Assignments. The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

12.12 Choice of Law Submission to Jurisdiction; Waiver of Venue; Service of Process; Waiver of Jury Trail.

(a) Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York. Each standby Letter of Credit issued under this Agreement shall be subject, as applicable, to the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce (the “ICC”) at the time of issuance (“UCP”) or the rules of the International Standby Practices (ICC Publication Number 590) (“ISP98”), as determined by the Issuing Lender, and each trade Letter of Credit shall be subject to UCP, and in each case to the extent not inconsistent therewith, the Laws of the State of New York without regard to its conflict of laws principles.

The Borrower irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Administrative Agent, any Lender, the Issuing Lender, or any Related Party of the foregoing in any way relating to this Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that the Administrative Agent, any Lender or any Issuing Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrower or its properties in the courts of any jurisdiction.

(b) Waiver of Venue. The Borrower irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12.6 [Notices; Effectiveness; Electronic Communication]. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

(d) WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12.13 USA Patriot Act Notice. Each Lender that is subject to the USA Patriot Act and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrower and its Subsidiaries, which information includes the name and address the Borrower and its Subsidiaries and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Borrower and its Subsidiaries in accordance with the USA Patriot Act. The Borrower shall, promptly following a request by the Administrative Agent or any Lender, provide all documentation and other information that the Administrative Agent or such Lender requests in order to comply with its ongoing obligations under applicable "know your customer" rules and regulations and other Anti-Terrorism Laws, including the USA Patriot Act.

12.14 No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other

modification hereof or of any other Loan Document), the Borrower acknowledges and agrees that:

(a) (i) the arranging and other services regarding this Agreement provided by the Administrative Agent, the Arrangers, the Green Loan Coordinator and the Lenders are arm's-length commercial transactions between the Borrower, on the one hand, and the Administrative Agent, the Arrangers, the Green Loan Coordinator and the Lenders, on the other hand, (ii) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and

(i) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (b) (i) each of the Administrative Agent, each Arranger, the Green Loan Coordinator and each Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Borrower or any of its Affiliates, or any other Person and (ii) none of the Administrative Agent, the Arrangers, the Green Loan Coordinator or any Lender has any obligation to the Borrower or any of its Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (c) the Administrative Agent, the Arrangers, the Green Loan Coordinator and the Lenders and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower and its Affiliates, and none of the Administrative Agent, the Arrangers, the Green Loan Coordinator or any Lender has any obligation to disclose any of such interests to the Borrower or its Affiliates. To the fullest extent permitted by Law, the Borrower hereby waives and releases any claims that it may have against the Administrative Agent, the Arrangers, the Green Loan Coordinator or any Lender with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

12.15 Contractual Recognition of Bail-In. Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Lender that is an Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any Lender that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the applicable Resolution Authority.

12.16 Acknowledgement Regarding Any Supported QFCs. To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Commodity Hedge or any Interest Rate Hedge or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**", and each such QFC, a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S.**

Special Resolution Regimes”) in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a QFC Covered Entity that is party to a Supported QFC (each, a “**Covered Party**”) becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

meanings:

(b)

As used in this Section 12.16, the following terms have the following

“**BHC Act Affiliate**” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**QFC**” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

“**QFC Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

12.17 Amendment and Restatement; Reallocation.

(a) The parties hereto agree that, on the Closing Date, the following transactions shall be deemed to occur automatically, without further action by any party hereto: (i) the Existing Credit Agreement shall be deemed to be amended and restated in its entirety pursuant to this Agreement; (ii) all Indebtedness and other obligations (including, without limitation, any outstanding Loans) under the Existing Credit Agreement outstanding on the Closing Date shall in all respects be continuing and shall be deemed to Indebtedness and other obligations (including, without limitation, any outstanding Loans) outstanding hereunder and (iii) all references in the other Loan Documents to the Existing Credit Agreement (to the extent not otherwise amended in connection herewith) shall be deemed to refer without further amendment to this Agreement. The execution and delivery of this Agreement shall not constitute a novation of any Indebtedness or other obligations owing to the Lenders or the Administrative Agent under the Existing Credit Agreement.

(b) Simultaneously with the effectiveness of this Agreement on the Closing Date, the parties hereby agree that, notwithstanding the provisions regarding assignments set forth in Section 12.9 hereof and Section 12.9 of the Existing Credit Agreement, the Commitments and Ratable Shares shall be as set forth in Schedule 1.1(B), and the portion of the Loans and participations with respect to Letters of Credit and Swing Loans outstanding under the Existing Credit Agreement shall be reallocated in accordance with such Ratable Shares and the requisite assignments shall be deemed to be made in such amounts by and between the Lenders and from each Lender to each other Lender, with the same force and effect as if such assignments were evidenced by applicable Assignment and Assumptions (as defined in the Existing Credit Agreement) under the Existing Credit Agreement. Notwithstanding anything to the contrary in Section 12.9 of the Existing Credit Agreement or Section 12.9 of this Agreement, no other documents or instruments, including any Assignment and Assumptions, shall be executed in connection with these assignments (all of which requirements are hereby waived), and such assignments shall be deemed to be made with all applicable representations, warranties and

covenants as if evidenced by an Assignment and Assumption. On the Closing Date and substantially concurrently with the effectiveness of this Agreement, to the extent necessary, the Lenders shall make full cash settlement with each other either directly or through the Administrative Agent, as the Administrative Agent may direct or approve, with respect to all such assignments and reallocations such that after giving effect to such settlements each Lender's Ratable Shares with respect to the Commitments and outstanding Loans shall be as set forth on Schedule 1.1(B).

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Annex B**Schedule 1.1(B) (Commitments of Lenders and Addresses for Notices)***[See Attached]***SCHEDULE 1.1(B)****COMMITMENTS OF LENDERS AND ADDRESSES FOR NOTICES****364-Day Revolving Credit Commitments**

<u>364-Day Revolver Lender</u>	<u>Amount of 364-Day Revolving Credit Commitment</u>	<u>364-Day Revolver Ratable Share</u>
Name: PNC Bank, National Association Address: 500 First Avenue Pittsburgh, PA 15219 Attention of: Agency Services Loan Administration Telecopy 412-762-8672	\$ 40,000,000.00	22.857142857%
Name: Citizens Bank, N.A. Address: 919 N. Market Street, 8 th Floor Wilmington, DE 19801 Attention: Edward Winslow Telephone: 302-425-7364	\$40,000,000.00	22.857142857%
Name: M&T Bank Address: 1100 N. Market Street, 11th Floor, Wilmington, DE 19801 Attention: Nicholas J. Stanek Telephone: 302-518-8362	\$ 40,000,000.00	22.857142857%
Name: Wells Fargo Bank, National Association Address: 550 S. Tryon St. MAC D1086-073 Charlotte, NC 28202 Attention: Patrick Engel Telephone: 704-374-2385 Telecopy:	\$ 27,500,000.00	15.714285714%
Name: Royal Bank of Canada Address: 200 Vesey Street New York, New York 10281 Attention: Martina Wellik Telephone: 212-905-2906 Telecopy: 212-428-6201	\$ 27,500,000.00	15.714285714%
Total	\$175,000,000.00	100.000000000%

EXECUTION VERSION

BARCLAYS
745 Seventh Avenue New York, New York 10019

CONFIDENTIAL

September 26, 2023

Chesapeake Utilities Corporation 500 Energy Lane
Dover, DE 19901
Attention: Beth Cooper, Chief Financial Officer

Project Daylight
\$965.0 Million 364-Day Bridge Facility Commitment Letter

Ladies and Gentlemen:

Chesapeake Utilities Corporation, a Delaware corporation (the “Borrower” or “you”), has advised Barclays Bank PLC (“Barclays” and, together with each Permitted Lender (as defined below) that becomes a party hereto as an additional “Commitment Party” pursuant to Section 3 hereof, collectively, the “Commitment Parties”, “we” or “us”) that it intends, pursuant to the Stock Purchase Agreement, dated as of September 26, 2023 (together with the exhibits and schedules thereto, the disclosure letters referred to therein, collectively, in each case as amended, supplemented, waived, modified or consented to from time to time in accordance with the terms thereof, the “Acquisition Agreement”), by and among the Borrower and Florida Power & Light Company, a Florida corporation (“Seller”), to acquire from Seller all the issued and outstanding equity interests of Pivotal Utility Holdings, Inc., a New Jersey corporation (the “Target” and together with its subsidiaries, the “Acquired Business”) (such acquisition, the “Acquisition”). Upon consummation of the Acquisition, the Target will be a wholly owned direct or indirect subsidiary of the Borrower.

To finance the Acquisition (including the repayment of certain indebtedness of the Acquired Business pursuant to the Acquisition Agreement) and the payment of related fees and expenses, it is intended that (i) the Borrower will (A) issue and sell, at or before the time the Acquisition is consummated, its senior unsecured notes (the “Senior Notes”) pursuant to a registered public offering or a Rule 144A or other private placement and/or (B) issue, at or before the time the Acquisition is consummated, common equity (the “Equity Offering”) pursuant to a registered public offering or private placement, in each of the foregoing clauses (A) and (B), with such issuance and sale undertaken for the express purpose of financing all or a portion of the Acquisition or (ii) to the extent that, at or before the time the Acquisition is consummated, the aggregate net cash proceeds of such issuance and sale of the Senior Notes and/or the Equity Offering is less than \$965,000,000, the Borrower will obtain and borrow under a senior 364-day bridge loan facility having the terms set forth in Exhibit A to the Commitment Letter in an aggregate principal amount of \$965,000,000 (the “Bridge Facility”).

The Acquisition, the issuance of the Senior Notes, the Equity Offering, the Bridge Facility and the payment of fees and expenses in connection with the foregoing are collectively referred to herein as the “Transactions”. Capitalized terms used but not defined herein have the meanings given thereto in the Exhibits hereto. This commitment letter, together with all Annexes and Exhibits hereto, is referred to as this “Commitment Letter”.

1. Commitments; Titles and Roles.

In connection with the foregoing, and in all events subject solely to the satisfaction or waiver of the Funding Conditions (as defined below), Barclays hereby commits to provide 100.0% of the aggregate principal amount of the Bridge Facility, on the terms set forth herein. It is understood and agreed that any event occurring after the date hereof and prior to the funding of the Bridge Facility on the Closing Date that would result in a mandatory commitment reduction with respect to the Bridge Facility as set forth in Exhibit A hereto under the heading “Mandatory Commitment Reductions/Prepayments” shall automatically reduce the amount of the Bridge Facility, and the aggregate amount of the Commitment Parties’ commitments hereunder (on a pro rata basis as among the Commitment Parties (or, as among Commitment Parties which are affiliated with each other, as they may otherwise determine), based on the amount of

their respective commitments in respect of the Bridge Facility), on a dollar-for-dollar basis and as set forth in Exhibit A hereto, and you agree to give Barclays prompt written notice of the occurrence of any such event, together with a reasonably detailed calculation of the amount of any such reduction.

You hereby appoint Barclays to act, and it hereby agrees to act, (a) as sole lead arranger and sole bookrunner for the Bridge Facility (in such capacities, the "Lead Arranger") and (b) as sole administrative agent for the Bridge Facility (in such capacity, the "Administrative Agent"), in each case, on the terms and conditions set forth herein.

It is agreed that no other agents, co-agents, arrangers, co-arrangers, bookrunners, managers or co-managers will be appointed and no other titles will be awarded (in each case, other than pursuant to the Syndication Plan (as defined below)), and no compensation will be paid (other than the compensation expressly contemplated by this Commitment Letter or the Fee Letter (as defined below)), in each case, by the Borrower or any of its subsidiaries in connection with the Bridge Facility unless the Borrower and the Lead Arranger shall so agree.

Our fees for, and other amounts to be paid to us in connection with, our commitments and the services to be performed by us hereunder are set forth in the fee letter dated the date hereof (the "Fee Letter"), between the Borrower and Barclays.

2. Conditions Precedent.

Notwithstanding anything to the contrary contained in this Commitment Letter, the Fee Letter, the Bridge Credit Agreement (as defined below) or any other agreement or other undertaking concerning the financing of the Transactions to the contrary, the Commitment Parties' respective commitments and agreements hereunder are subject solely to (a) the execution and delivery by the Borrower of a bridge credit agreement (the "Bridge Credit Agreement") that is substantially consistent with the terms set forth in this Commitment Letter and (b) the satisfaction (or waiver by each Commitment Party or, after the execution of the Bridge Credit Agreement, the Required Lenders) of each of the conditions expressly set forth in Exhibit B hereto, it being acknowledged and agreed by us that the only conditions to the availability and funding of the Bridge Facility on the Closing Date are those expressly stated in Exhibit B or in this Section 2 (collectively, the "Funding Conditions") and that there are no conditions (implied or otherwise) to the commitments hereunder (including compliance with the other terms of this Commitment Letter, the Fee Letter, the Bridge Credit Agreement or otherwise) other than the Funding Conditions (each of which Funding Conditions shall

be subject in all respects to the provisions of the next succeeding paragraph) and that upon satisfaction or waiver of the Funding Conditions the funding under the Bridge Facility on the Closing Date shall occur. Without limiting the conditions precedent set forth herein to funding, the Lead Arranger will cooperate with you as reasonably requested in coordinating the timing and procedures for the funding of the Bridge Facility in a manner consistent with the Acquisition Agreement.

Notwithstanding anything to the contrary contained in this Commitment Letter, the Fee Letter, the Bridge Credit Agreement or any other agreement or undertaking concerning the financing of the Transactions to the contrary, (a) the only representations and warranties (implied or otherwise) the accuracy of which will be a condition to the availability and funding of the Bridge Facility on the Closing Date will be (i) such representations and warranties made by or with respect to the Acquired Business in the Acquisition Agreement as are material to the interests of the Lenders (in their respective capacities as such), but only to the extent that the Borrower or its affiliates (x) have the right to not consummate the Acquisition (taking into account any applicable cure provisions) or to terminate their respective obligations or (y) otherwise do not have an obligation to close, in each case, under the Acquisition Agreement as a result of a failure of such representations and warranties in the Acquisition Agreement to be true and correct (the "Acquired Business Representations") and (ii) the Specified Representations (as defined below) and (b) the form of the Bridge Credit Agreement and the Closing Deliverables, to the extent not expressly set forth in the Exhibits hereto, will be such that they do not impair the availability and funding of the Bridge Facility on the Closing Date if the Funding Conditions are satisfied (or waived by each Commitment Party or, after the execution of the Bridge Credit Agreement, the Required Lenders). As used herein, "Specified Representations" means representations and warranties made by the Borrower in the Bridge Credit Agreement relating to existence and requisite power and authority of the Borrower to execute and deliver the Bridge Credit Agreement; due authorization, execution, delivery and enforceability of the Bridge Credit Agreement by or against the Borrower; no contravention (as it relates to the execution, and delivery by the Borrower of the Bridge Credit Agreement) with organizational documents of the Borrower; Investment Company Act status; margin stock regulations; solvency of the Borrower and its subsidiaries on a consolidated basis after giving effect to the Transactions (solvency to be defined in a manner consistent with Schedule I to Exhibit B hereto); U.S.A. Patriot Act and use of loan proceeds not violating applicable anti-terrorism laws, anti-corruption laws and sanctions laws. There shall be no conditions to closing and funding the Bridge Facility not expressly set forth in this Section 2 or in Exhibit B hereto. The provisions of this paragraph are referred to as the "Funds Certain Provision".

Each of the parties hereto agrees that each of this Commitment Letter and the Fee Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including an agreement to negotiate in good faith the Bridge Credit Agreement and the other Closing Deliverables by the parties hereto in a manner consistent with this

Commitment Letter, and to the extent applicable, the Fee Letter (including, in each case, the Documentation Principles (as defined in Exhibit A hereto)), it being acknowledged and agreed that the commitment provided hereunder is subject solely to conditions precedent as provided in this Section 2 and Exhibit B hereto.

It is understood and agreed that compliance by you and/or your affiliates with the terms and conditions of this Commitment Letter, the Fee Letter or the Bridge Credit Agreement and the other Closing Deliverables (other than the conditions set forth in this Section 2 and Exhibit B hereto) is not a condition to our commitments to fund the Bridge Facility on the Closing Date.

3. Syndication.

The Lead Arranger intends to commence syndication of the Bridge Facility to the Lenders promptly after the public announcement of the Acquisition and your acceptance of the terms of this Commitment Letter and the Fee Letter. The Lead Arranger will lead and manage, in consultation with you, the syndication of

the Bridge Facility, *provided* that the determinations as to the timing of all offers to prospective Lenders, the determinations with respect to the selection of Lenders, the acceptance and final allocation of commitments, any title of agent or similar designation or roles awarded to any Lender and the amounts offered and the compensation provided to each Lender from the amounts to be paid to the Lead Arranger pursuant to the terms of this Commitment Letter and the Fee Letter shall be made jointly by the Lead Arranger and the Borrower in accordance with the syndication plan (the “Syndication Plan”) for the Bridge Facility agreed to by the Lead Arranger and the Borrower prior to the date hereof, as it may be amended after the date hereof as agreed by the Lead Arranger and the Borrower; *provided further* that following the period of the first 60 days after the date hereof (such period, the “Initial Syndication Period”), solely to the extent that a Successful Syndication (as defined in the Fee Letter) has not been achieved prior to the end of the Initial Syndication Period, such determinations shall be made by the Lead Arranger acting in consultation with the Borrower; *provided, however*, that any Lender selected by the Lead Arranger in accordance with the immediately preceding proviso shall be a Specified Permitted Lender (as defined below) or otherwise be reasonably acceptable to the Borrower; *provided further* that the Lead Arranger will not syndicate to (a) persons that are reasonably determined by you to be competitors of the Borrower, its subsidiaries or the Acquired Business and that are identified, by name, by you, in writing to the Lead Arranger from time to time after the date hereof and prior to the Closing Date or to the Administrative Agent from time to time after the Closing Date and (b) affiliates of any person described in the clause (a) above (other than bona fide debt fund affiliates) if such affiliates are identified, by name, by you in writing to the Lead Arranger from time to time after the date hereof and prior to the Closing Date or to the Administrative Agent from time to time after the Closing Date or are otherwise reasonably identifiable as an affiliate of such person based solely on the similarity of such affiliate’s name to the name of such person (collectively, the “Disqualified Lenders”), it being understood and agreed that (x) the foregoing provisions shall not apply retroactively to any person if such person shall have previously acquired an assignment or participation interest (or shall have previously entered into a trade therefor) prior thereto, but shall disqualify such person from taking any further assignment or participation thereafter, (y) each written supplement shall become effective two business days after delivery thereof to the Lead Arranger or the Administrative Agent, as applicable, and (z) the list of Disqualified Lenders may be provided, on a confidential basis, to the Lenders and to any potential assignees or participants. Any Lender that is selected in accordance with the foregoing provisions is referred to as a “Permitted Lender”. In connection with the syndication of the Bridge Facility, the Borrower agrees, at the request of the Lead Arranger, to enter into one or more customary joinder agreements to this Commitment Letter (collectively, the “Joinder Documentation”) reasonably acceptable to the Lead Arranger and the Borrower, in each case, pursuant to which any Permitted Lender may become a party hereto as a “Commitment Party” and extend a commitment in respect of the Bridge Facility directly to the Borrower, which may contain provisions determined by the Lead Arranger in accordance with the syndication provisions set forth above with respect to the allocation of titles and roles, the allocation of any reductions in the amount of the Bridge Facility and the allocation to such Permitted Lender of certain fees provided for in the Fee Letter (but which will not add any new conditions to the availability or funding of the Bridge Facility, change the amount or other terms of the Bridge Facility or increase the aggregate compensation payable by the Borrower in connection therewith as set forth in this Commitment Letter and in the Fee Letter). It is understood and agreed that

(i) in the event any Permitted Lender becomes a party hereto, the respective commitments and other obligations of the Commitment Parties hereunder shall be several and not joint and (ii) Barclays will appear on the top left of the cover page of any marketing materials or other documentation for the Bridge Facility, and will have the authority conventionally understood to be associated with such name placement. The commitment of Barclays hereunder with respect to the Bridge Facility shall be reduced dollar-for-dollar and, to the extent of such reduction and subject to the final paragraph of this Section 3, Barclays shall be released from its obligations solely with respect thereto (it being understood that the remaining commitments of Barclays (after giving effect to such reduction) shall continue in full force and effect), as and when commitments in respect of the Bridge Facility are received from any Permitted Lender upon such Permitted Lender becoming a party to this Commitment Letter as an additional “Commitment Party”

pursuant to the Joinder Documentation or becoming a party to the Bridge Credit Agreement as a “Lender” thereunder.

Until the earlier of (a) the date on which a Successful Syndication is achieved and (b) 60 days following the Closing Date (such earlier date, the “Syndication Date”), the Borrower agrees to use commercially reasonable efforts to ensure

that the Lead Arranger's syndication and arrangement efforts benefit materially from the existing relationships with banks and other financial institutions of the Borrower and its subsidiaries. To facilitate an orderly and successful syndication of the Bridge Facility, you agree that, until the Syndication Date, the Borrower and its subsidiaries will not, and, prior to the consummation of the Acquisition, the Borrower will use commercially reasonable efforts (but in all instances subject to, and not in contravention of, the Acquisition Agreement) to ensure that the Acquired Business will not, in each case, without the Lead Arranger's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), syndicate or issue, attempt to syndicate or issue or announce the syndication or issuance of any competing debt facility or any debt or equity security of the Borrower or any of its subsidiaries or of the Acquired Business, including any renewals or refinancings of any existing debt facility or debt security, in each case, that would reasonably be expected to materially and adversely impair the general syndication of the Bridge Facility, in each case, other than (i) the Bridge Facility, (ii) the Senior Notes and the Equity Offering, (iii) revolving credit borrowings under the Existing Credit Agreement or any extension or refinancing thereof or any amendment thereto, *provided* that (A) the aggregate amount of commitments and indebtedness thereunder does not exceed the committed amount thereof under the Existing Credit Agreement as in effect on the date hereof and (B) any such extension, refinancing or amendment shall be managed or arranged in consultation and coordination with the Lead Arranger, (iv) capital leases, letters of credit, foreign subsidiary working capital facilities, purchase money and equipment financings or other similar obligations or refinancings of the foregoing with indebtedness of the same or similar form, in each case, incurred in the ordinary course of business, (v) intercompany indebtedness between or among the Borrower and its subsidiaries and (vi) any indebtedness of the Acquired Business permitted to be incurred by the Acquired Business after the date of this Commitment Letter but prior to the Closing Date, or permitted to remain outstanding on the Closing Date, in each case, under the Acquisition Agreement (and extensions, refinancings and renewals thereof prior to the Closing Date to the extent permitted under the Acquisition Agreement), and (vii) other indebtedness to be agreed between you and the Lead Arranger.

Until the Syndication Date, the Borrower agrees to assist, and, if requested by the Lead Arranger, to use commercially reasonable efforts (in each case below, to the extent practical and reasonable in all instances and not in contravention of the Acquisition Agreement) to cause the Target and the Acquired Business to assist, the Lead Arranger with the syndication of the Bridge Facility, including (a) by assisting in the preparation of customary marketing materials, including a customary confidential information memorandum for the Bridge Facility (the "Confidential Information Memorandum") regarding the business, operations, assets, liabilities and financial projections of the Borrower, its subsidiaries, the Acquired Business and the Transactions, and, in connection therewith, preparing and providing all customary financial information with respect to the Borrower, its subsidiaries, the Acquired Business and the Transactions reasonably requested by the Lead Arranger in connection with the syndication of the Bridge Facility, in form and substance customary for transactions of this type or otherwise reasonably satisfactory to the Lead Arranger and to you; *provided* that the only financial statements that you shall be required to deliver are those expressly set forth in Exhibit B hereto and (b) the hosting, with the Lead Arranger, of a reasonable number of meetings (at times and locations to be mutually agreed upon, including "virtual meetings", and upon reasonable advance notice) with prospective Lenders in connection with the syndication of the Bridge Facility (including facilitating direct contact between your senior management and prospective Lenders). It is also understood that, without limiting your representation and warranty set forth in Section 4 hereof, the Borrower, the Target and their respective subsidiaries will not be required to provide any information to the extent that the provision thereof would (i) result in a loss of any attorney-

client privilege, (ii) violate any law, rule or regulation applicable to the Borrower, the Target or their respective subsidiaries or affiliates or (iii) violate any obligation of confidentiality to a third party binding on the Borrower, the Target or their respective subsidiaries (so long as such confidentiality obligation was not entered into in contemplation of the Transactions); *provided* that (x) the Borrower shall use commercially reasonable efforts without undue burden or expense to communicate, to the extent permitted, the applicable information in a way that would not result in a loss of such attorney-client privilege or violate the applicable law, rule, regulation or obligation and (y) to the extent the Borrower is unable to disclose any such information, the Borrower will provide the Commitment Parties notice of the fact that any such information is being withheld. The Borrower will be solely responsible for the accuracy of the contents of the Confidential Information Memorandum and other customary marketing materials and all other information, documentation or materials delivered to the Commitment Parties in connection therewith, and neither the Commitment Parties nor their respective affiliates shall have any responsibility for accuracy or completeness thereof (other than, in each case, any such information that has been provided for inclusion therein by the Commitment Parties solely to the extent such information relates to the Commitment Parties).

The Borrower agrees that the Confidential Information Memorandum, the other customary marketing materials, other information regarding the Bridge Facility and any other information provided by or on behalf of the Borrower, the Target or their respective subsidiaries to any Commitment Party in connection with the Bridge Facility (collectively, the "Information"), including draft and execution versions of the Bridge Credit Agreement, publicly filed financial statements and draft or final offering materials relating to contemporaneous or prior securities issuances by the Borrower or the Acquired Business, may be disseminated to prospective Lenders and other persons through one or more internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the "Platform")) created for purposes of syndicating the Bridge Facility or otherwise, in accordance with the Lead Arranger's standard syndication practices, and

the Borrower acknowledges that no Commitment Party or any of its affiliates will be responsible or liable to the Borrower or any other person for damages arising from the use by others of any Information or other materials obtained on the Platform, except to the extent such damages have resulted from the willful misconduct, bad faith or gross negligence of such Commitment Party or any of its Related Commitment Parties (as defined in Section 5 hereof) (in each case, as determined by a court of competent jurisdiction in a final and non-appealable judgment); provided, however, that in no event will any party hereto or the Acquired Business or any of their respective affiliates have any liability for indirect, consequential, special or punitive damages other than as set forth in Section 5.

The Borrower acknowledges that certain of the prospective Lenders may be “public side” Lenders (i.e., Lenders that do not wish to receive Private-Side Information (as defined below)) (each, a “Public Lender”, and any prospective Lender that is not a Public Lender being referred to as a “Private Lender”). At the request of the Lead Arranger, the Borrower agrees to assist in the preparation of, and to use commercially reasonable efforts (to the extent practical and reasonable in all instances and not in contravention of the Acquisition Agreement) to cause the Target and the Acquired Business to assist in the preparation of, an additional version of the Confidential Information Memorandum and the other customary marketing materials to be used by Public Lenders that does not contain any Private-Side Information. It is understood that in connection with your assistance described above, you will provide a customary authorization letter to the Lead Arranger authorizing the distribution of the Information to prospective Lenders and containing a customary “10b-5” representation and, in the case of the “public side” versions, a representation that such Information does not contain any Private-Side Information (and you will use commercially reasonable efforts (to the extent practical and reasonable in all instances and not in contravention of the Acquisition Agreement) to cause the Target, solely with respect to the Information concerning the Acquired Business, to provide such customary authorization letter to the Lead Arranger containing such representations). The Confidential Information Memorandum will contain customary language exculpating the Borrower, the Target and their respective subsidiaries and the Commitment Parties and their respective affiliates with respect to any liability related to the use or misuse of the contents of the Confidential Information

Memorandum and the other Information. As used herein, “Private-Side Information” means information that is material non-public information (within the meaning of U.S. federal, state or other applicable securities laws) concerning the Borrower, the Target, their respective subsidiaries or any securities of any of the foregoing; and “Public-Side Information” means any information that is not Private-Side Information. In addition, the Borrower will use commercially reasonable efforts to clearly designate as such all Information provided to any Commitment Party by or on behalf of the Borrower, the Target or their respective subsidiaries which contains exclusively Public-Side Information and is suitable to make available to Public Lenders. The Borrower acknowledges and agrees that the following documents may be distributed to all prospective Lenders (including Public Lenders), unless the Borrower notifies the Lead Arranger in writing (including by email) within a reasonable time prior to their intended distribution (after you have been given a reasonable opportunity to review such documents) that any such document should only be distributed to prospective Lenders that are Private Lenders: (a) drafts and final versions of the Bridge Credit Agreement; (b) administrative materials prepared by the Lead Arranger for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of changes in the terms of the Bridge Facility.

To the extent requested by the Borrower, the parties hereto agree to negotiate in good faith and to use reasonable efforts to finalize, execute and deliver the Bridge Credit Agreement (initial drafts of which shall be prepared by counsel to the Lead Arranger) as soon as reasonably practical following such request.

Notwithstanding anything to the contrary contained in this Commitment Letter, (a) it is understood that the Commitment Parties’ commitments hereunder are not subject to or conditioned upon syndication of, or receipt of commitments in respect of, the Bridge Facility, and that none of the commencement or completion of the syndication of the Bridge Facility shall constitute a condition to the availability or funding of the Bridge Facility on the Closing Date, (b) your obligations under this Commitment Letter to use commercially reasonable efforts to cause the Acquired Business or its management to take (or to refrain from taking) any action will not require you to take any action that is in contravention of the terms of the Acquisition Agreement and (c) notwithstanding our right to syndicate the Bridge Facility and to receive commitments with respect thereto, except (i) in respect of assignments or novations of all or any portion of any Commitment Party’s commitment hereunder in respect of the Bridge Facility to a Permitted Lender that

(1) (A) has been agreed to on or prior to the date hereof by the Borrower and the Lead Arranger in writing (including by email) to be a prospective Lender as part of the Syndication Plan, (B) is a lender under the Existing Credit Agreement or (C) is a commercial or investment bank that, in the case of this clause (C), at the time of such assignment or novation has corporate rating (however denominated) or senior unsecured, non-credit enhanced long-term indebtedness rating that is either at least Baa3 from Moody’s Investor Services, Inc. (“Moody’s”) or at least BBB- from S&P Global Ratings, a division of S&P Global Inc. (“S&P”) and (2) that becomes a party hereto pursuant to the applicable Joinder Documentation executed by the Lead Arranger, the Borrower and each other applicable party (any person satisfying the requirements of clause (1) above being referred to as a “Specified Permitted Lender”) or (ii) in respect of assignments between any Commitment Party and its affiliates as expressly provided in Section 6 hereof, (x) no Commitment Party shall be relieved, released or novated from its obligations or commitment hereunder (including its obligations hereunder to fund its commitment with respect to the Bridge Facility) in connection with any syndication, assignment or syndication of the Bridge Facility until after the funding of the Bridge Facility on the Closing Date has

occurred, (y) no assignment or novation in connection with any syndication of the Bridge Facility shall become effective (as between the Borrower and any Commitment Party) with respect to all or any portion of any Commitment Party's commitment hereunder until after the funding of the Bridge Facility on the Closing Date has occurred and (z) unless otherwise agreed to in writing by the Borrower, each Commitment Party shall retain control over all of its rights and obligations with respect to its commitment hereunder, including all rights with respect to consents, modifications, waivers and amendments hereof, until after the funding of the Bridge Facility on the Closing Date has occurred.

4. Information.

The Borrower represents and warrants that (a) all written Information (other than financial projections and other forward-looking information and information of a general economic or industry-specific nature) provided by or on behalf of the Borrower or its subsidiaries to the Commitment Parties or the Lenders in connection with the Transactions for use in evaluating the Transactions is and will be, when furnished and taken as a whole, complete and correct in all material respects and does not and will not, when furnished and taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (in each case after giving effect to all supplements and updates provided from time to time thereto); *provided* that such representation and warranty with respect to the information regarding the Acquired Business provided prior to the consummation of the Acquisition is made only as to the Borrower's knowledge; and (b) the financial projections and other forward-looking information that have been or will be provided by or on behalf of the Borrower or its subsidiaries to the Commitment Parties or the Lenders in connection with the Transactions have been and will be prepared in good faith based upon assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections or other forward-looking information are furnished to the Commitment Parties or the Lenders, it being understood and agreed that projections and other forward-looking information are as to future events, are inherently uncertain and are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are out of control of the Borrower, its subsidiaries and the Acquired Business, that no assurance can be given that any particular projections will be realized, that the financial projections or other forward-looking information is not a guarantee of financial performance and that actual results during the period or periods covered by such projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the later of (i) the Closing Date and (ii) the Syndication Date, you become aware that any of the representations and warranties in the preceding sentence would be incorrect in any material respect (to your knowledge insofar as it applies to the information concerning the Acquired Business prior to the Closing Date) if the Information or financial projections or other forward-looking information were being furnished, and such representations and warranties were being made, at such time, then you will promptly inform us thereof and supplement, or cause to be supplemented (and with respect to the Acquired Business, use commercially reasonable efforts (to the extent practical and reasonable in all instances and not in contravention of the Acquisition Agreement) to cause the Target or the Acquired Business to supplement or cause to be supplemented), the Information or financial projections or other forward-looking information so that such representations and warranties will be correct in all material respects in light of the circumstances under which such statements are made (with any such supplements with respect to the information regarding the Acquired Business provided prior to the consummation of the Acquisition being to your knowledge). In arranging and syndicating the Bridge Facility, we will be entitled to use and rely on the Information and the financial projections without responsibility for independent verification thereof, and you acknowledge and agree that we will have no obligation to conduct any independent evaluation or appraisal of your assets or liabilities or the assets or liabilities of the Acquired Business or any other person or to advise or opine on any solvency issues. Notwithstanding the foregoing, it is understood that the Commitment Parties' commitments hereunder are not subject to or conditioned upon either the accuracy of the representation and warranty set forth in this Section 4 (whether or not cured or supplemented), or the fulfillment of any obligation to supplement the information and projections, and, notwithstanding anything to the contrary contained in this Commitment Letter or the Fee Letter, neither the accuracy of such representation and warranty nor the fulfillment of any obligation to provide such supplements, shall constitute a condition to the availability or funding of the Bridge Facility on the Closing Date.

5. Expense Reimbursement; Indemnification and Related Matters.

Whether or not the Acquisition is consummated or the Bridge Facility is funded, the Borrower agrees to reimburse the Commitment Parties upon written demand (together with customary documentation in reasonable detail) periodically for their reasonable and documented out-of-pocket expenses incurred in connection with the Bridge Facility and any related documentation (including the preparation of this Commitment Letter, the Fee Letter and the Bridge Credit Agreement or the administration, amendment, modification or waiver thereof), including expenses associated with syndication of the Bridge Facility and the fees and disbursements of counsel, *provided*, that any legal expenses shall be limited to one primary counsel for all the Commitment Parties taken as a whole and, if reasonably necessary, a single local counsel for all the Commitment Parties taken as a whole in each other relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions).

In the event that any Commitment Party becomes involved in any capacity in any suit, action, proceeding or investigation brought by or against any person, including the Borrower, the Target, any of their respective subsidiaries or any of their respective shareholders, partners, members or other equity holders, in connection with or as a result of either the arrangements or any matter referred to in this Commitment Letter or the Fee Letter (together, the "Letters"),

Exhibit 10.2

the Borrower agrees to periodically reimburse such Commitment Party promptly upon written demand (together with customary documentation in reasonable detail) for its reasonable and documented out-of-pocket legal and other out-of-pocket expenses (including the cost of any investigation and preparation) incurred in connection therewith; *provided* that any legal expenses shall be limited to a single firm of primary counsel for all Commitment Parties taken as a whole and, if reasonably necessary, a single firm of local counsel for all Commitment Parties taken as a whole in each relevant jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of an actual or perceived conflict of interest between the Commitment Parties where the Commitment Parties affected by such conflict inform you of such conflict, one additional firm of primary counsel and one additional firm of local counsel in each other relevant jurisdiction for each group of the affected Commitment Parties similarly situated taken as a whole; *provided, however*, the foregoing shall not apply to any expenses for any suit, action, proceeding or investigation to the extent that such expenses (or any loss, claim, damage or liability to which such expenses relate) (a) have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Commitment Party or any of its Related Commitment Parties (as defined below) in performing the services that are the subject of the Letters or (ii) a material breach of the obligations of such Commitment Party or any of its Related Commitment Parties under this Commitment Letter, the Fee Letter or the Bridge Credit Agreement or (b) arise from any dispute among the Commitment Parties or any of their Related Commitment Parties, other than any suit, action, proceeding or investigation against the Administrative Agent, the Lead Arranger or any other titled person in its capacity or in fulfilling its role as such and other than any suit, action, proceeding or investigation (or any loss, claim, damage or liability) arising out of any act or omission on the part of the Borrower or its affiliates. The Borrower also agrees to indemnify and hold each Commitment Party harmless against any and all losses, claims, damages or liabilities to any person arising out of any suit, action, proceeding or investigation in connection with or as a result of either the arrangements or any matter referred to in the Letters (whether or not such suit, action, proceeding or investigation is brought by the Borrower, the Target, any of their respective subsidiaries, any of their respective shareholders, partners, members or other equity holders, any indemnified person or any other person and whether or not any indemnified person is otherwise a party thereto), except to the extent that such loss, claim, damage or liability (a) has been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (i) the gross negligence, bad faith or willful misconduct of such Commitment Party or any of its Related Commitment Parties in performing the services that are the subject of the Letters or (ii) a material breach of the obligations of such Commitment Party or any of its Related Commitment Parties under this Commitment Letter, the Fee Letter or the Bridge Credit Agreement or (b) arises from any dispute among the Commitment Parties or any of

their Related Commitment Parties, other than any suit, action, proceeding or investigation against the Administrative Agent, the Lead Arranger or any other titled person in its capacity or in fulfilling its role as such and other than any suit, action, proceeding or investigation (or any loss, claim, damage or liability) arising out of any act or omission on the part of the Borrower or its affiliates.

Each Commitment Party shall be obligated to refund and return promptly any and all amounts actually paid by you or any of your affiliates under this Section 5 to such Commitment Party or any of its Related Commitment Parties for any such losses, claims, damages, liabilities or expenses to the extent such Commitment Party or such Related Commitment Party is subsequently determined, by a final, non-appealable judgment of a court of competent jurisdiction, to not be entitled to payment of such amounts in accordance with the terms of this Section 5. The reimbursement and indemnity obligations of the Borrower under this Section 5 will be in addition to any liability which the Borrower may otherwise have, will extend upon the same terms and conditions to each affiliate of any Commitment Party and to the directors, officers, employees, partners, members, agents and controlling persons of each Commitment Party and each such affiliate (with the same effect as if references in this Section 5 to a Commitment Party were references to each such other indemnified person), and will be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Borrower, each Commitment Party, each such affiliate and each such other person. You shall not be liable for any settlement of any action effected without your prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settled with your written consent or if there is a final judgment in any such action, you agree to indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with this Section 5. The Borrower will not, without the prior written consent of the applicable Commitment Party or other indemnified person, effect any settlement of any suit, action, proceeding or investigation in respect of which indemnity has been or could have been sought hereunder by any Commitment Party or any other indemnified person unless such settlement (a) includes an unconditional release of such Commitment Party or such other indemnified person, in form and substance reasonably satisfactory to such Commitment Party or such other indemnified person, from all losses, claims, damages or liabilities on claims that are the subject matter of such suit, action, proceeding or investigation and (b) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified person or any injunctive relief or other non-monetary remedy. The Borrower acknowledges that any failure to comply with its obligations under the preceding sentence may cause irreparable harm to the Commitment Parties and the other indemnified persons.

The Borrower also agrees that none of the Commitment Parties, any of their respective affiliates or any of the directors, officers, employees, partners, members, agents and controlling persons of any Commitment Party or any such affiliate will have any liability to the Borrower or any person asserting claims on behalf of or in right of the Borrower or to any

other person, in each case, in connection with or as a result of either the arrangements or any matter referred to in the Letters, except, in the case of any such liability to the Borrower, solely to the extent that any losses, claims, damages, liabilities or expenses incurred by the Borrower have been found by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence, bad faith or willful misconduct of such Commitment Party or such other person (or, in the case of any Commitment Party, any of its Related Commitment Parties) in performing the services that are the subject of the Letters; *provided* that in no event will any Commitment Party or any such other person have any liability for any indirect, consequential, special or punitive damages in connection with or as a result of such Commitment Party's or such other person's activities related to the Letters. Neither the Borrower nor any of its affiliates will be responsible or liable to the Commitment Parties or any other person for any indirect, consequential, special or punitive damages that may be alleged as a result of the Acquisition, this Commitment Letter, the Fee Letter, the Bridge Facility, the Transactions or any related transaction contemplated hereby or thereby or any use or intended use of the proceeds of the Bridge Facility; *provided* that nothing in this sentence shall limit the Borrower's or its affiliates' indemnity

and reimbursement obligations set forth in this Section 5 or in the Bridge Credit Agreement or in any other written agreements to which the Borrower or any of its affiliates is a party with respect to any suit, action, proceeding or investigation brought against any Commitment Party or any other indemnified person.

For purposes hereof, a "Related Commitment Party" of a Commitment Party means (a) any controlling person or controlled affiliate of such Commitment Party, (b) the respective directors, officers or employees of such Commitment Party or any of its controlling persons or controlled affiliates and (c) the respective agents of such Commitment Party or any of its controlling persons or controlled affiliates, in the case of this clause (c), acting at the instructions of such Commitment Party, controlling person or such controlled affiliate; *provided* that each reference to a controlled affiliate or controlling person in this sentence pertains to a controlled affiliate or controlling person involved in the negotiation or syndication of this Commitment Letter and the Bridge Facility.

6. Assignments.

No party to this Commitment Letter may assign this Commitment Letter or any commitments or agreements hereunder to any other person without the prior written consent of each of the other parties hereto (and any purported assignment without such consent will be null and void); *provided* that (a) each Commitment Party may assign its commitments and agreements hereunder, in whole or in part, (i) to any of its controlled affiliates; *provided* that no Commitment Party shall be released from the portion of its commitment hereunder so assigned to the extent such affiliate fails to fund the portion of the commitment assigned to it on the Closing Date notwithstanding the satisfaction or waiver of the Funding Conditions, and (ii) in the case of Barclays, to any Permitted Lender that becomes a party to this Commitment Letter pursuant to the Joinder Documentation as provided for in Section 3 above, and upon any such assignment, such Commitment Party will (in the case of this clause (ii), only to the extent permitted in the last paragraph of Section 3 above) be released from that portion of its commitments and agreements that has been so assigned and (b) subject to the proviso to the immediately preceding clause (a)(i) above, any Commitment Party's commitment and agreements hereunder may be performed by or through its affiliates. Except as set forth in Section 5 hereof, this Commitment Letter is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of or be enforceable by or at the request of, any person other than the parties hereto.

7. Confidentiality.

Please note that this Commitment Letter, the Fee Letter, the terms hereof and thereof and any written communications provided by any Commitment Party in connection with the arrangements contemplated hereby are exclusively for the information of the Borrower and may not be disclosed by you to any other person without our prior written consent; *provided* that we hereby consent to your disclosure of (a) this Commitment Letter, the Fee Letter, the terms hereof and thereof and such communications and discussions to your subsidiaries and your and their respective officers, directors, employees, partners, members, legal counsel, independent auditors and other experts, agents and advisors on a confidential and 'need-to-know' basis, (b) this Commitment Letter, the Fee Letter or the terms hereof or thereof to the Target and the Acquired Business, so long as they shall have agreed to treat such information confidentially, and to their respective officers, directors, employees, partners, members, legal counsel, independent auditors and other experts, agents and advisors on a confidential and 'need-to-know' basis, *provided* that any disclosure of the Fee Letter or the terms or substance thereof to the Target or the Acquired Business or any such other person shall be redacted in respect of amounts, percentages and timing of fees, any other economic points and the pricing and any other economic terms of any "flex" provisions, (c) this Commitment Letter, the Fee Letter, the terms hereof and thereof and such communications and discussions as required pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee or as otherwise required by applicable law or compulsory legal process (in which case you agree

to inform us promptly thereof prior to such disclosure to the extent practicable and not prohibited by applicable law), (d) following your acceptance of the provisions hereof and return of an executed counterpart of this Commitment Letter to Barclays as provided below, this Commitment Letter (but not the Fee Letter) and the terms hereof in any public record in which you are required by law or regulation on the advice of your counsel to file it, (e) the existence of the Fee Letter

and the aggregate fee amounts contained in the Fee Letter as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to aggregate compensation amounts related to the Transactions to the extent customary or required in offering and marketing materials for the Bridge Facility, the Senior Notes or the Equity Offering or in any public filing relating to the Transactions, in each case, in a manner which does not disclose the fees payable pursuant to the Fee Letter (except in the aggregate), (f) this Commitment Letter, the Fee Letter, the terms hereof and thereof and such communications and discussions in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or enforcement hereof or thereof, (g) the information contained in Exhibit A hereto in any offering or marketing materials for the Senior Notes or the Equity Offering and (h) the information contained in Exhibit A to any credit rating agency and the National Association of Insurance Commissioners.

Notwithstanding anything herein to the contrary, the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Bridge Facility and all materials of any kind (including opinions or other tax analyses) that are provided to the Borrower relating to such tax treatment and tax structure. However, any information relating to the tax treatment or tax structure will remain subject to the confidentiality provisions hereof (and the foregoing sentence will not apply) to the extent reasonably necessary to enable the parties hereto, their respective affiliates, and their respective affiliates' directors and employees to comply with applicable securities laws. For this purpose, "tax treatment" means U.S. federal or state income tax treatment, and "tax structure" is limited to any facts relevant to the U.S. federal income tax treatment of the transactions contemplated by this Commitment Letter but does not include information relating to the identity of the parties hereto or any of their respective affiliates.

Each Commitment Party agrees that it will treat as confidential all information provided to it by or on behalf of the Borrower or its subsidiaries, and shall not disclose such information to any third party or circulate or refer publicly to such information without the Borrower's prior written consent; *provided, however*, that nothing herein will prevent any Commitment Party or its affiliates from disclosing any such information

(a) pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee, or otherwise as required by applicable law or compulsory legal process (in which case such person agrees to inform you promptly thereof prior to such disclosure to the extent practicable and not prohibited by applicable law), (b) upon the request or demand of any regulatory authority (including any self-regulatory organization) purporting to have jurisdiction over such person or any of its affiliates (in which case such person agrees to inform you promptly thereof prior to such disclosure to the extent practicable and not prohibited by applicable law (except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority)), (c) to the extent that such information is publicly available or becomes publicly available other than by reason of disclosure by such person or any of its affiliates in violation of this Section 7, (d) to such person's affiliates and its and its affiliates' respective officers, directors, employees, partners, members, legal counsel, independent auditors and other experts, agents or advisors who need to know such information in connection with the Transactions and are informed of the confidential nature of such information and who are either subject to customary confidentiality obligations of employment or professional practice, or who agree to be bound by the terms of this paragraph (or language substantially similar to this paragraph); *provided* that the Commitment Parties shall be responsible for their respective affiliates' compliance with keeping such information confidential, (e) to prospective Lenders or any participants and any direct or indirect contractual counterparties to any swap or derivative

transaction relating to the Borrower, the Target, their respective subsidiaries or its or their obligations under the Bridge Facility, the Existing Credit Agreement or any other debt security or debt facility (or, in each case, any of their respective advisors), in each case, subject to the acknowledgement and acceptance by such prospective Lenders, participants, counterparties or advisors, as applicable, that such information is being provided on a confidential basis (on substantially the terms as set forth in this paragraph or as is otherwise reasonably acceptable to you and the Commitment Parties, including pursuant to the confidentiality terms set forth in the Confidential Information Memorandum or other marketing materials) in accordance with the Commitment Parties' standard syndication process or market standards for dissemination of such type of information, which shall in any event require "click through" or other affirmative action on the part of the recipient to access such confidential information, (f) to Moody's, S&P, Fitch and the National Association of Insurance Commissioners; *provided* that such information is limited to Exhibit A hereto and is supplied only on a confidential basis, (g) to market data collectors, similar service providers to the lending industry and service providers to the Commitment Parties and the Lenders in connection with the administration and management of the Bridge Facility; *provided* that such information is limited to the existence of this Commitment Letter and information about the Bridge Facility, (h) received by such person or its affiliates on a non-confidential basis from a source (other than the Borrower, the Target or their respective subsidiaries) not known by such person to be prohibited from disclosing such information to such persons by a legal, contractual or fiduciary obligation to the Borrower, the Target or any of their respective subsidiaries, (i) to the extent that such information was already lawfully in the possession of the Commitment Parties or their respective affiliates on a non-confidential basis or is independently developed by the Commitment Parties or any of their respective affiliates without reliance upon any confidential information in the possession of such Commitment Party or such respective affiliate,

(j) for purposes of establishing a “due diligence” defense or (k) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby or enforcement hereof or thereof. The Commitment Parties’ obligation under this paragraph shall remain in effect until the earlier of (i) two years from the date hereof and (ii) the execution and delivery of the Bridge Credit Agreement by the parties thereto, at which time any confidentiality undertaking in the Bridge Credit Agreement shall supersede the provisions of this paragraph.

8. Absence of Fiduciary Relationship; Affiliates; Etc.

As you know, the Commitment Parties (together with their respective affiliates, the “Affiliated Parties”) are full service financial institutions engaged, either directly or through their respective affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, the Affiliated Parties and funds or other entities in which the Affiliated Parties invest or with which they co-invest may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, the Affiliated Parties may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of the Borrower, the Target, their respective subsidiaries and/or other persons which (a) may be involved in transactions arising from or relating to the arrangements contemplated by this Commitment Letter or (b) may have other relationships with the Borrower, the Target or their respective subsidiaries. In addition, the Affiliated Parties may provide investment banking, commercial banking, underwriting and financial advisory services to such other persons. The arrangements contemplated by this Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working

on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although the Affiliated Parties in the course of such other activities and relationships may acquire information about the transactions contemplated by this Commitment Letter or other persons which may be the subject of the financing contemplated by this Commitment Letter, no Affiliated Party shall have any obligation to disclose such information, or the fact that any Affiliated Party is in possession of such information, to the Borrower or any of its affiliates or to use such information on the Borrower’s or any of its affiliates’ behalf.

Consistent with the Commitment Parties’ policies to hold in confidence the affairs of their customers, each Commitment Party agrees that it will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter to any of its other customers. Furthermore, you acknowledge that none of the Commitment Parties nor any of their respective affiliates has an obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

The Affiliated Parties may have economic interests that conflict with those of the Borrower, its equity holders and/or its affiliates. You agree that each Commitment Party and, if applicable, its affiliates, will act under this Commitment Letter as an independent contractor and that nothing in this Commitment Letter or the Fee Letter or otherwise in connection with the financing transactions contemplated hereby will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Affiliated Party, on the one hand, and the Borrower, its equity holders or its affiliates, on the other hand. You acknowledge and agree that the transactions contemplated by this Commitment Letter and the Fee Letter (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Affiliated Parties, on the one hand, and the Borrower, on the other, and in connection therewith and with the process leading thereto, (a) no Affiliated Party has assumed (i) an advisory responsibility in favor of the Borrower, its equity holders or its affiliates with respect to the financing transactions contemplated hereby or (ii) a fiduciary responsibility in favor of the Borrower, its equity holders or its affiliates with respect to the transactions contemplated hereby or, in each case, the exercise of rights or remedies with respect thereto or the process leading thereto (irrespective of whether any Affiliated Party has advised, is currently advising or will advise the Borrower, its equity holders or its affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in this Commitment Letter and the Fee Letter and (b) each Affiliated Party is acting solely as a principal and not as the agent or fiduciary of the Borrower, its management, equity holders, affiliates, creditors or any other person. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Affiliated Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transactions or the process leading thereto and, in furtherance thereof, agrees that each Affiliated Party shall have no liability (whether direct or indirect) to the Borrower or to any person asserting any such claim on behalf of or in right of the Borrower, including its equityholders, affiliates or creditors or any other

person. In addition, subject to the limitations expressly set forth herein, any Commitment Party may employ the services of its affiliates in providing services and/or performing its or their obligations hereunder and, subject to Section 7 hereof, may exchange with such affiliates information concerning the Borrower, its subsidiaries, the Acquired Business and other entities or persons that may be the subject of the arrangements contemplated hereby, and such affiliates will be entitled to the benefits afforded to the Commitment Parties hereunder.

Each of the parties hereto acknowledges that Barclays Capital Inc. has been retained by the Borrower (or one of its affiliates) as financial advisor (in such capacity, a “Financial Advisor”) in connection with the Acquisition. Each of the parties hereto agrees to such retention, and further agrees not to assert any claim it might allege based on any actual or potential conflicts of interest that might be asserted to arise or result

from, on the one hand, the engagement of such Financial Advisor and, on the other hand, the relationships of Barclays and its affiliates with the Borrower as described and referred to herein. Nothing contained in this Commitment Letter shall modify, supplement, limit or otherwise affect the terms of the engagement with respect to the advisory services provided (or to be provided) by the Financial Advisor to the Borrower and/or its affiliates.

Each Commitment Party or its affiliates is, or may at any time be, a lender under the Existing Credit Agreement. The Borrower acknowledges and agrees, for itself and its affiliates, that any such lender (a) will be acting for its own account as principal in connection with the Existing Credit Agreement and the credit facilities thereunder, (b) will be under no obligation or duty as a result of any Commitment Party’s role in connection with the transactions contemplated by this Commitment Letter or otherwise to take any action or refrain from taking any action (including with respect to voting for or against any requested amendments), or exercising any rights or remedies, that such lender may be entitled to take or exercise in respect of the Existing Credit Agreement and the existing facilities thereunder and (c) may manage its exposure to the credit facilities under the Existing Credit Agreement without regard to any Commitment Party’s role in connection with the transactions contemplated by this Commitment Letter or otherwise.

In addition, please note that the Affiliated Parties do not provide accounting, tax or legal advice.

9. Miscellaneous.

The Commitment Parties’ commitments and agreements hereunder will automatically terminate upon the first to occur of (a) the date on which the Bridge Credit Agreement has been executed and delivered by each of the parties thereto and shall have become effective (*provided* that the obligations of the Commitment Parties and each other Lender party to the Bridge Credit Agreement to make the loans under the Bridge Facility on the Closing Date are subject solely to the satisfaction or waiver of the Funding Conditions), (b) the date of the consummation of the Acquisition, effective immediately following such consummation, without the use of any portion of the Bridge Facility, (c) the termination of the Acquisition Agreement in accordance with its terms (and you hereby agree to notify us promptly thereof), (d) the reduction of the commitments under the Bridge Facility to zero as set forth in Exhibit A hereto under the heading “Mandatory Commitment Reductions/Prepayments” and (e) 11:59 p.m., New York City time, on the date that is five (5) Business Days (as defined in the Acquisition Agreement as in effect on the date hereof) after the “Outside Date” (as defined in the Acquisition Agreement as in effect on the date hereof, which is June 30, 2024); *provided* that if the Outside Date is extended pursuant to Section 9.1(b)(i) of the Acquisition Agreement (as in effect on the date hereof) to a date that is not later than (x) September 30, 2024 or (y) if the Marketing Period (as defined in the Acquisition Agreement as in effect on the date hereof) has commenced but has not completed as of September 30, 2024 and the Borrower has extended the “Outside Date” pursuant to the third proviso of Section 9.1(b)(i) of the Acquisition Agreement (as in effect on the date hereof), the date that is five (5) Business Days (as defined in the Acquisition Agreement as in effect on the date hereof) after the last scheduled expiration date of the Marketing Period, the Commitment Parties’ commitments and agreements hereunder will be automatically extended to such extended Outside Date (the earliest date in clauses (b) through (e) being referred to as the “Commitment Termination Date”); *provided, further*, that the termination of any such commitment shall not prejudice your rights and remedies in respect of any breach of this Commitment Letter that occurred prior to any such termination.

The provisions set forth under Sections 3, 4, 5, 7 and 8 hereof (other than any provision herein that expressly terminates upon execution of the Bridge Credit Agreement) and this Section 9 and the provisions of the Fee Letter will remain in full force and effect regardless of whether the Bridge Credit Agreement is executed and delivered; *provided* that (a) the provisions set forth under Section 5 shall be superseded, solely to the extent covered thereby, by the terms of the Bridge Credit Agreement upon the execution and delivery thereof by the parties thereto and (b) the third paragraph of Section 7 shall be superseded as described in

such paragraph. The provisions set forth in the Fee Letter and under Sections 5, 7 and 8 hereof and this Section 9 will remain in full force and effect notwithstanding the expiration or termination of this Commitment Letter or the Commitment Parties’ respective commitments and agreements hereunder. Subject to the provisions of the preceding sentence, you may terminate the Commitment Parties’ commitments hereunder in respect of the Bridge Facility, in whole or in part (and, in the case of partial termination, allocated as among the Commitment Parties on a pro rata basis (or, as among Commitment Parties that are affiliated with each other, as they may otherwise determine) based on the

amount of their respective commitments under the Bridge Facility), in each case, upon written notice to the Commitment Parties at any time.

Each party hereto agrees, for itself and its affiliates, that any suit, action or proceeding arising in respect of this Commitment Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Letter brought by it or any of its affiliates will be tried exclusively in the

U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City and County of New York. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of, and to venue in, any such court, and irrevocably and unconditionally waives any objection it may now or hereafter have to the laying of venue of any suit, action or proceeding arising in respect of this Commitment Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Letter in any such court and any defense of any inconvenient forum to the maintenance of any such suit, action or proceeding in any such court. Each party hereto agrees that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Service of any process, summons, notice or document by registered mail or overnight courier addressed to any of the parties hereto at the addresses above shall be effective service of process against such party for any suit, action or proceeding brought in any such court. Any right to trial by jury with respect to any suit, action or proceeding arising in connection with or as a result of either the Commitment Parties' commitments or agreements hereunder or any matter referred to in this Commitment Letter or the Fee Letter is hereby irrevocably and unconditionally waived by the parties hereto. This Commitment Letter and the Fee Letter will be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws that would result in the application of the law of any other state.

In the event you or any of your property shall have or hereafter acquire, in any jurisdiction in which any action, proceeding or investigation may at any time be brought in connection with or as a result of this Commitment Letter or the Commitment Parties' commitments or agreements hereunder or the Fee Letter, any immunity from jurisdiction, legal proceedings, attachment (whether before or after judgment), execution, judgment or setoff, you hereby agree not to claim, and hereby irrevocably and unconditionally waive, such immunity.

Each of the Commitment Parties hereby notifies the Borrower that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") and the requirements of the beneficial ownership certification required by 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), each Commitment Party and each Lender may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow each Commitment Party and each Lender to identify the Borrower in accordance with the Patriot Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the Patriot Act and the Beneficial Ownership Regulation and is effective for each Commitment Party and each Lender.

This Commitment Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by email or other electronic means (e.g., "pdf"), including the use of any electronic signatures complying with the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, will be effective as delivery of a manually executed counterpart hereof. This Commitment Letter and the Fee Letter are the only agreements that have been entered into among the parties hereto with respect to the Bridge Facility and set forth the entire understanding of the parties hereto with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect thereto.

This Commitment Letter and the Fee Letter may not be amended, and no term or provision hereof or thereof may be waived or otherwise modified, except by an instrument in writing signed by each of the parties hereto or thereto, as applicable.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein, including to fund the Bridge Facility upon satisfaction (or waiver) of the Funding Conditions and an agreement to negotiate in good faith the Bridge Credit Agreement by the parties hereto in a manner consistent with this Commitment Letter, it being acknowledged and agreed that the commitments provided hereunder by the Commitment Parties are subject solely to the satisfaction (or waiver) of the Funding Conditions as qualified by the Funds Certain Provision; provided that nothing contained in this Commitment Letter obligates you or any of your affiliates to consummate the Acquisition or to draw down any portion of the Bridge Facility.

[Remainder of page intentionally left blank]

Please confirm that the foregoing is in accordance with your understanding by signing and returning to Barclays an executed counterpart of this Commitment Letter and the Fee Letter, in each case, prior to 11:59 p.m., New York time, on September 26, 2023, whereupon this Commitment Letter and the Fee Letter will become binding agreements

between the parties hereto and thereto. If this Commitment Letter and the Fee Letter have not been signed and returned, in each case, as described in the preceding sentence by such time, this offer will terminate at such time. We look forward to working with you on this transaction.

Very truly yours,

BARCLAYS BANK PLC



By:

Name: Claire O'Connor Title: Managing Director

ACCEPTED AND AGREED AS OF THE DATE FIRST ABOVE WRITTEN:

CHESAPEAKE UTILITIES CORPORATION



By: _____ Name: Beth W. Cooper

Title: Chief Financial Officer

EXHIBIT A CONFIDENTIAL

Project Daylight
\$965.0 Million 364-Day Bridge Facility Summary of Principal Terms and
Conditions

Capitalized terms used but not defined in this Exhibit A shall have the meanings set forth in the Commitment Letter to which this Exhibit A is attached or the other Exhibits to the Commitment Letter.

Borrower: Chesapeake Utilities Corporation, a Delaware corporation (the "Borrower").

Guarantors: None.

Sole Lead Arranger and Sole Bookrunner:

Barclays Bank PLC (“Barclays” and, in such capacities, the “Lead Arranger”).

Administrative Agent: Barclays (in such capacity, the “Administrative Agent”).

Lenders: Barclays and/or other banks and other financial institutions selected in accordance with Section 3 of the Commitment Letter (collectively, the “Lenders”).

Bridge Facility: A 364-day bridge loan facility (the “Bridge Facility”) in an aggregate principal amount of \$965,000,000, less the aggregate amount of reductions on or prior to the Closing Date (as defined below) of commitments under the Bridge Facility as set forth under the “Mandatory Commitment Reductions/Prepayments” section below. Loans under the Bridge Facility (the “Bridge Loans”) will be available in U.S. dollars.

Purpose/Use of Proceeds: The proceeds of the Bridge Facility, together with the cash on hand of the Borrower and its subsidiaries (and, at the option of the Borrower, the proceeds of revolving loans under the Existing Credit Agreement) and, if applicable, the proceeds of the issuance and sale of the Senior Notes and the proceeds of the Equity Offering, will be used to finance the Acquisition and the payment of fees and expenses related to the Transactions.

Closing Date: The date, on or prior to the Commitment Termination Date, on which the borrowings under the Bridge Facility are made and the Acquisition is consummated (the “Closing Date”).

Availability: The Bridge Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Bridge Facility that are repaid or prepaid may not be reborrowed. On the Closing Date, any undrawn commitments under the Bridge Facility shall automatically terminate.

Maturity/Amortization: The Bridge Loans will mature and be payable in full on the date that is 364 days after the Closing Date. No amortization will be required with respect to the Bridge Facility.

Interest Rates and Fees: As set forth on Schedule I hereto.

Voluntary Commitment Reductions/Prepayments:

Exhibit 10.2

The Bridge Loans may be voluntarily prepaid and the commitments under the Bridge Facility may be voluntarily reduced by the Borrower, in whole or in part, without premium or penalty; *provided* that prepayment of Bridge Loans bearing interest by reference to Term SOFR shall be subject to customary reimbursement for any related breakage costs. All voluntary prepayments of Bridge Loans and voluntary reductions in commitments under the Bridge Facility shall be allocated among the Lenders on a pro rata basis (or, as among Lenders that are affiliated with each other, as they may otherwise determine).

Mandatory Commitment Reductions/Prepayments:

On or prior to the Closing Date, the aggregate commitments in respect of the Bridge Facility under the Commitment Letter or under the Bridge Credit Agreement (as defined below), as applicable, shall be automatically permanently reduced and, after the funding of the Bridge Facility on the Closing Date, the Bridge Loans shall be prepaid, in each case, by the following amounts:

- (a) 100% of the Net Cash Proceeds (as defined below) received by the Borrower or any of its subsidiaries after the date of the Commitment Letter from the issuance and sale of any Senior Notes or any other debt securities (including any debt securities convertible or exchangeable into equity securities or hybrid debt-equity securities) or incurrence of any other indebtedness for borrowed money (but without duplication of the amount of any Qualifying Loan Facility (as defined below) previously applied to reduce commitments in respect of the Bridge Facility), other than (i) revolving credit borrowings under the Existing Credit Agreement or any extension or refinancing thereof, *provided* that the aggregate principal amount of indebtedness outstanding thereunder does not exceed the committed amount thereof plus any increase in commitments permitted thereunder, in each case, as in effect on the date of the Commitment Letter, (ii) intercompany indebtedness among the Borrower and/or its subsidiaries, (iii) capital leases, letters of credit, foreign subsidiary working capital facilities, hedge liabilities, surety bonds, performance bonds, bid bonds, performance guarantees, contingent liabilities, purchase money and equipment financings or other similar obligations or refinancings of the foregoing with indebtedness of the same or similar form, in each case, incurred in the ordinary course of business, (iv) commercial paper issuances and trade debt, (v) any debt incurred in connection with sale-leasebacks by the Borrower and its subsidiaries, (vi) overdraft protection, short term working capital facilities and cash management arrangements, (vii) any factoring arrangement, securitization facility, asset backed securities issuance or other receivables financing, (viii) any indebtedness of the Acquired Business permitted to be incurred by the Acquired Business after the date of the Commitment Letter but prior to the Closing Date, or permitted to remain outstanding on the Closing Date, in each case, under the Acquisition Agreement, and (ix) other indebtedness in an aggregate principal amount not exceeding \$5,000,000;
- (a) 100% of the Net Cash Proceeds received by the Borrower after the date of the Commitment Letter from the Equity Offering and the issuance and sale of any other common stock or other equity securities by the Borrower (including, to the extent not duplicative of clause (a) above, any securities convertible or exchangeable into or exercisable for equity securities or other equity-linked securities), other than (i) issuances pursuant to employee stock plans, compensation plans or other benefit or employee or director incentive arrangements (including, for the avoidance of doubt, employee and director 401(k) plans), (ii) equity securities issued or transferred directly (and not constituting cash proceeds of any issuance of such equity securities) as consideration in connection with any acquisition (including the Acquisition), (iii) equity issuances in connection with dividend reinvestment plans and direct stock purchase plans, and (iv) issuances of directors' qualifying shares and/or other nominal amounts required to be held by persons other than the Borrower or its subsidiaries under applicable law);
- (b) 100% of the Net Cash Proceeds received by the Borrower or any of its subsidiaries after the date of the Commitment Letter from the sale or other disposition of any property or assets of the Borrower or any of its subsidiaries (including any sale and leaseback transaction and sales or issuances of equity interests in any subsidiary of the Borrower to third parties, but excluding proceeds of any casualty loss or damage to, or any condemnation of, any property or asset of the Borrower or any of its subsidiaries) outside the ordinary course of business, other than (i) sales, issuances and other dispositions between or among the Borrower and its subsidiaries, (ii) the unwinding of hedging arrangements, (iii) sales and other dispositions the Net Cash Proceeds of which do not exceed \$25,000,000 in any transaction or series of related transactions or \$50,000,000 in the aggregate; (iv) ordinary course factoring arrangements, (v) ordinary course leasing transactions and (vi) sales or other dispositions with respect to which the Borrower shall have given written notice to the Lead Arranger (prior to the Closing Date) or the Administrative Agent (after the Closing Date), that the Borrower or its

subsidiaries intend to reinvest the related Net Cash Proceeds within 180 days of receipt thereof in long- term assets to be used in the business of the Borrower and/or its subsidiaries; *provided* if such Net Cash Proceeds are not

so reinvested by the end of such 180-day period (or, to the extent committed to be reinvested within such 180-day period, within 270 days of receipt thereof), in which case the portion thereof not so reinvested shall then be subject to the provisions of this clause (c).

In addition, if the Borrower or any of its subsidiaries enter into any credit facility (including an amendment to an existing credit facility) after the date of the Commitment Letter for the stated purpose of providing financing for the Acquisition or any portion thereof, and the definitive credit or similar agreement with respect thereto has become effective and the conditions precedent to funding thereunder are no less favorable to the Borrower or are more favorable to the Borrower than the conditions set forth herein to the funding of the Bridge Facility (a “Qualifying Loan Facility”), then the commitments with respect to the Bridge Facility shall be automatically reduced by the committed amount of such Qualifying Loan Facility.

“Net Cash Proceeds” means:

- (a) with respect to the issuance, sale or incurrence of debt securities or indebtedness for borrowed money, the excess of (i) cash actually received by the Borrower or any of its subsidiaries in connection therewith (or for purposes of mandatory reductions of commitments under the Bridge Facility, received into escrow (but only to the extent that the conditions to release thereof are in no way less favorable to the Borrower than the conditions to availability and the initial funding of the Bridge Facility)) over (ii) the underwriting or issuance discounts, commissions, fees and other reasonable expenses incurred by the Borrower or any of its subsidiaries in connection therewith;
- (b) with respect to the issuance and sale of any equity securities of the Borrower, the excess of (i) the cash actually received by the Borrower in connection therewith (or for purposes of mandatory reductions of commitments under the Bridge Facility, received into escrow (but only to the extent that the conditions to release thereof are in no way less favorable to the Borrower than the conditions to availability and the initial funding of the Bridge Facility)) over (ii) the underwriting or issuance discounts, commissions, fees and other reasonable expenses incurred by the Borrower in connection therewith; and
- (c) with respect to a sale or other disposition of any property or assets of the Borrower or any of its subsidiaries, the excess, if any, of (i) the cash actually received by the Borrower or its subsidiaries in connection therewith (including any cash received by way of deferred payment pursuant to, or by monetization of, a note receivable or otherwise, but only as and when so received) over (ii) the sum of (A) payments made to retire any purchase money or similar indebtedness that is secured by such asset and that is required to be repaid in connection with the sale or other disposition thereof, (B) the reasonable fees, costs and expenses incurred by the Borrower or any of its subsidiaries in connection therewith (including attorneys’ fees, accountants’ fees, investment banking fees, survey costs, title insurance premiums, and related search and recording charges, other customary expenses and brokerage, consultant and other customary fees actually incurred in connection therewith), (C) taxes reasonably estimated to be payable in connection with such transaction (including sales, use and other transfer taxes, deed or mortgage recording taxes) and (D) the amount of reserves established by the Borrower or any of its subsidiaries in good faith and pursuant to commercially reasonable practices for adjustment in respect of the sale price of such property or assets in

accordance with applicable generally accepted accounting principles, *provided* that if the amount of such reserves exceeds the required amount thereof, then such excess, upon the determination thereof, shall then constitute Net Cash Proceeds.

For purposes of determining the amount of any required commitment reduction or prepayment of loans under the Bridge Facility, the U.S. dollar equivalent of any Net Cash Proceeds or, in the case of a Qualifying Loan Facility, commitments denominated in a currency other than U.S. dollars will be determined based on customary exchange rates prevailing at the time of receipt by the Borrower or its subsidiaries of such Net Cash Proceeds or such commitments.

Any required commitment reduction under the Bridge Facility resulting from any of the foregoing shall be effective on the same day as such Net Cash Proceeds are actually received (including in escrow to the extent and subject to the provisions provided above) or, in the case of any Qualifying Loan Facility, the date of effectiveness of the definitive credit or similar agreement with respect thereto. Any required prepayment of loans under the Bridge Facility resulting from any of the foregoing shall be made on or prior to the first business day after such Net Cash Proceeds are received (or, in the case of Net Cash Proceeds held in escrow, after the release of such funds to the Borrower from escrow).

The Borrower shall provide the Administrative Agent with prompt written notice of any event giving rise to a requirement for a commitment reduction or prepayment of loans under the Bridge Facility.

Mandatory prepayments will be without premium or penalty; *provided* that prepayments of Bridge Loans bearing interest by reference to Term SOFR shall be subject to customary reimbursement for any related breakage costs.

All mandatory prepayments of loans and voluntary reductions of commitments as set forth above shall be allocated among the Lenders on a pro rata basis (or, as among Lenders that are affiliated with each other, as they may otherwise determine).

Documentation Principles: The Bridge Facility will be documented pursuant to a credit agreement (the "Bridge Credit Agreement"), which will incorporate the terms set forth in this Exhibit A (subject to the "market flex" provisions set forth in the Fee Letter) and shall otherwise be usual and customary for bridge financings of this kind, it being agreed that (a) representations and warranties, covenants and events of default in the Bridge Credit Agreement shall be substantially similar to, except as modified by the terms set forth in this Exhibit A, those in the Amended and Restated Credit Agreement dated as of August 12, 2021 (as amended by the First Amendment to Amended and Restated Credit Agreement, dated as of August 11, 2022 and as further amended by the Second Amendment to Amended and Restated Credit Agreement, dated as of August 9, 2023, the "Existing Credit Agreement"), among the Borrower, the lenders from time to time party thereto and PNC Bank, National Association, as administrative agent, as the Existing Credit Agreement is in effect on the date of the Commitment Letter, with such modifications as the Borrower and the Lead Arranger mutually agree to be necessary or advisable, including, among other things, (I) to give effect to the Transactions and the other transactions contemplated hereby and the proposed business plan of the Borrower and its subsidiaries, (II) in the case of any representations and covenants that previously applied solely to the Borrower and its Subsidiaries (as defined in the Existing Credit Agreement) and have been modified by the terms contained herein to apply to all subsidiaries of the Borrower, appropriate exceptions and qualifications with respect to subsidiaries not previously covered thereby, (III) to reflect changes in law and (IV) to reflect the terms specifically set forth in this Exhibit A, (b) the Bridge Credit Agreement will contain customary administrative and agency provisions reasonably satisfactory to the Administrative Agent and (c) the Bridge Credit Agreement will contain (i) only those conditions to borrowing as are expressly set forth below under the heading "Conditions Precedent to Borrowing" and (ii) only those representations and warranties,

covenants, events of defaults and mandatory commitment reductions or prepayments as are expressly set forth in this Exhibit A and with standards, qualifications, thresholds, exceptions, “baskets” and grace and cure periods consistent with the foregoing.

The provisions under this heading are collectively referred to as the “Documentation Principles”.

Representations and Warranties: Subject to the Documentation Principles, limited to the representations and warranties set forth in the Existing Credit Agreement (to be made solely on the Closing Date, it being understood that the representations and warranties made on the Closing Date will cover the Acquired Business), modified as appropriate for the Transactions, but in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement (it being acknowledged that the accuracy of such representations and warranties as a condition to the availability of the Bridge Facility on the Closing Date shall be subject to the Funds Certain Provision).

The failure of any representation or warranty (other than the Specified Representations and the Acquired Business Representations) set forth in the Bridge Credit Agreement to be true and correct on the Closing Date will not constitute the failure of a condition precedent to the availability and funding of the Bridge Facility on the Closing Date, it being understood that nothing in this sentence shall limit the applicability of the individual Funding Conditions.

Conditions Precedent to Borrowing:

The availability and funding of the Bridge Facility will be subject solely to the satisfaction or waiver of the Funding Conditions.

Financial Covenant: Subject to the Documentation Principles, consisting solely of the following:

The Borrower will not, as of the last day of each fiscal quarter of the Borrower, permit the Funded Indebtedness to Total Adjusted Capitalization Ratio (as defined in the Existing Credit Agreement as in effect on the date of the Commitment Letter) to exceed 0.65:1.00.

Affirmative Covenants: Subject to the Documentation Principles, substantially the same and consisting only of the affirmative covenants set forth in the Existing Credit Agreement, modified as appropriate for the Transactions, but in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement.

Negative Covenants: Subject to the Documentation Principles, substantially the same and consisting only of the negative covenants set forth in the Existing Credit Agreement, modified as appropriate for the Transactions, but in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement.

Events of Default: Subject to the Documentation Principles, substantially the same and consisting only of the events of default set forth in the Existing Credit Agreement, modified as appropriate for the Transactions, but in any event not to be any more onerous or restrictive than those in the Existing Credit Agreement.

During the period from and including the effectiveness of the Bridge Credit Agreement and to and including the earlier of the termination of the commitments under, or the funding of the loans under, the Bridge Facility (the "Funds Certain Period"), and notwithstanding (a) any failure by the Borrower or any of its subsidiaries to comply with any of the affirmative covenants, negative covenants or financial covenant, (b) the occurrence of any event of default (other than a payment or bankruptcy event of default with respect to the Borrower under the Bridge Credit Agreement) or (c) subject to the parenthetical in clause (b) above, any provision to the contrary in the Bridge Credit Agreement, neither the Administrative Agent nor any Lender shall be entitled to (i) rescind, terminate or cancel the Bridge Facility or its commitment thereunder, or exercise any right or remedy under the Bridge Facility, to the extent to do so would prevent, limit or delay the making of its Bridge Loan, (ii) refuse to participate in making its Bridge Loan or (iii) exercise any right of set-off or counterclaim in respect of its Bridge Loan to the extent to do so would prevent, limit or delay the making of its Bridge Loan; *provided* that, for the avoidance of doubt, (A) the borrowing under the Bridge Facility shall be subject to the satisfaction (or waiver by each Commitment Party) of the Funding Conditions and (B) commitments in respect of the Bridge Facility shall reduce as provided under the heading "Voluntary Commitment Reductions/Prepayments" and the heading "Mandatory Commitment Reductions/Prepayments" above. For the avoidance of doubt, (x) the rights and remedies of the Lenders, the Lead Arranger and the Administrative Agent with respect to any Funding Condition shall not be limited in the event that any such Funding Condition is not satisfied on the Closing Date, (y) immediately after the end of the Funds Certain Period, all of the rights, remedies and entitlements of the Administrative Agent and the Lenders under the Bridge Credit Agreement shall be available notwithstanding that such rights, remedies or entitlements were not available prior to such time as a result of this paragraph and (z) nothing in this paragraph shall affect the rights, remedies or entitlements (or the ability to exercise the same) of the Administrative Agent or the Lenders with respect to a payment or a bankruptcy event of default of the Borrower under the Bridge Credit Agreement.

Assignments and Participations: The Lenders may assign all or, in an amount of not less than \$5,000,000, any part of, their respective commitments or loans under the Bridge Facility to one or more eligible assignees (which shall not include any

Disqualified Lender), subject to the prior written consent of (a) the Administrative Agent and (b) except (i) with respect to assignments made to any Specified Permitted Lender or (ii) after the Closing Date, when a payment or bankruptcy event of default has occurred and is continuing, the Borrower, each such consent not to be unreasonably withheld, delayed or conditioned; *provided* that, after the Closing Date, assignments made to a Lender or an affiliate or approved fund of a Lender will not be subject to the above consent requirements. The Borrower's consent shall be deemed to have been given if the Borrower has not responded within 10 business days of a written request for an assignment. Upon such assignment, the assignee will become a Lender for all purposes under the Bridge Credit Agreement. A \$3,500 processing fee will be required in connection with any such assignment. The Lenders will also have the right to sell participations without restriction (other than to natural persons, Disqualified Lenders and the Borrower and its subsidiaries), subject to customary limitations on voting rights, in their respective commitments or loans.

Required Lenders: Amendments and waivers will require the approval of Lenders holding more than 50% of the aggregate amount of the total unused commitments or outstanding loans under the Bridge Facility (the "Required Lenders"); *provided* that, in addition to the approval of the Required Lenders, (a) the consent of each Lender directly and adversely affected thereby will be required with respect to customary matters, including (i) increases in or extensions of the commitment of such Lender, (ii) reductions of principal, interest or fees of such Lender and (iii) extensions of scheduled final maturity or the due date of any interest or fee payment of such Lender and (b) the consent of all the Lenders will be required with respect to (i) modifications of certain pro rata sharing provisions and (ii) modifications to the definition of Required Lenders or any other provision specifying the number or percentage of Lenders required to waive, amend or modify, or grant consents under, the Bridge Credit Agreement; *provided further* that no amendment or waiver shall amend, modify or otherwise affect the rights or duties of the Administrative Agent without the prior written consent of the Administrative Agent.

EU/UK Bail-in Provisions: The Bridge Credit Agreement will contain a customary contractual recognition provision required under Article 55 of the Bank Recovery and Resolution Directive of the European Union and the analogous contractual recognition provision in respect of the U.K.

Yield Protection: Consistent with the Documentation Principles, to be substantially similar to the Existing Credit Agreement, including (a) protecting the Administrative Agent and the Lenders against increased costs or loss of yield resulting from changes in reserve, capital adequacy and capital or liquidity requirements (or their interpretation), illegality, unavailability and other requirements of law and from the imposition of or changes in certain taxes and (b) indemnifying the Lenders for customary "breakage costs" incurred in connection with, among other things, any prepayment of a Bridge Loan bearing interest by reference to Term SOFR other than the last day of an interest period with respect thereto. For all purposes of the Bridge Credit Agreement, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines and directives promulgated thereunder and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case, pursuant to Basel III, shall be deemed introduced or adopted after the date of the Bridge Credit Agreement. Consistent with the Documentation Principles, to be substantially similar to the Existing Credit Agreement, the Bridge Credit Agreement will provide that all payments are to be made free and clear of taxes (with customary exceptions).

Indemnity: Consistent with the Documentation Principles, the Bridge Credit Agreement will contain customary provisions substantially similar to the Existing Credit Agreement relating to indemnity, reimbursement, exculpation, liability limitations and related matters.

Governing Law and Jurisdiction:

The Bridge Credit Agreement will provide that the parties thereto will submit to the exclusive jurisdiction and venue of the federal and state courts of the State of New York and will waive any right to trial by jury. New York law will govern the Bridge Credit Agreement.

Counsel to the Lead Arranger and the Administrative Agent: Paul Hastings LLP.

SCHEDULE I TO EXHIBIT A
CONFIDENTIAL

Interest Rates: The Bridge Loans will bear interest, at the Borrower's option, as follows:

- (a) at the Base Rate plus the Applicable Margin; or
- (b) at Term SOFR plus the Applicable Margin.

"Applicable Margin" means a percentage per annum determined in accordance with the Pricing Grid set forth below.

"Applicable SOFR Adjustment" means 0.10%.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the highest of (a) the Federal Funds Effective Rate on such day plus 1/2 of 1%, (b) the Prime Rate on such day and (c) Term SOFR published on such day (or if such day is not a business day the next previous business day) for an interest period of one month (taking into account any "floor" under the definition of "Term SOFR") plus 1.00%. If the Administrative Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, the Base Rate shall be determined without regard to clause (a) above until the circumstances giving rise to such inability no longer exist.

"Base Rate Loan" means a loan that bears interest based on the Base Rate.

"Federal Funds Effective Rate" means, for any day, the rate per annum calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depository institutions (as set forth on the Federal Reserve Bank of New York's Website from time to time) and published on the next succeeding business day by the Federal Reserve Bank of New York as the federal funds effective rate; *provided* that if the applicable rate described above shall be less than the Floor, it shall be deemed to be the Floor for purposes of the Bridge Credit Agreement.

"Federal Reserve Bank of New York's Website" means the website of the Federal Reserve Bank of New York at <http://www.newyorkfed.org>, or any successor source.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States.

"Floor" means a rate of interest equal to 0.00%.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent).

"SOFR" means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate for such U.S. Government Securities Business Day published by the SOFR Administrator on the

SOFR Administrator's Website on the immediately succeeding U.S. Government Securities Business Day.

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Loan" means a loan that bears interest at a rate based on SOFR, other than pursuant to clause (c) of the definition of "Base Rate".

"Term SOFR" means,

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable interest period on the day (such day, the "Periodic Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to the first day of such interest period, as such rate is published by the Term SOFR Administrator, *plus* the Applicable SOFR Adjustment; *provided, however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a benchmark replacement date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to an Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "Base Rate Term SOFR Determination Day") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator, *plus* the Applicable SOFR Adjustment; *provided*,

however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a benchmark replacement date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"Term SOFR Administrator" means the CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

"Term SOFR Loan" means a loan that bears interest at a rate based on Term SOFR.

"Term SOFR Reference Rate" means the rate per annum determined by the Administrative Agent as the forward-looking term rate based on SOFR.

"U.S. Government Securities Business Day" means any day except for

Exhibit 10.2

(i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

Notwithstanding the foregoing, if any principal, interest, fee or other amount payable by the Borrower under the Bridge Facility is not paid when due, then such overdue amount shall accrue interest at a rate equal to the rate then applicable thereto, or otherwise at a rate equal to the rate then applicable to Bridge Loans bearing interest by reference to the Base Rate, in each case, plus an additional 2.00% *per annum*. Such interest will be payable on demand.

Interest Payments: Quarterly for Bridge Loans bearing interest by reference to the Base Rate; on the last day of selected interest periods (which will be one, three or six months) (and at the end of every three months, in the case of interest periods longer than three months) for Bridge Loans bearing interest by reference to Term SOFR; and in the case of all Bridge Loans, upon prepayment, in each case payable in arrears and computed on the basis of a 360-day year (365/366-day year with respect to loans bearing interest by reference to the Base Rate when determined on the basis of the Prime Rate).

Ticking Fees: The Borrower will pay ticking fees to each Lender on the terms set forth in the Fee Letter at the rate per annum set forth in the Fee Letter.

Duration Fees: The Borrower will pay to each Lender on each date set forth in the grid below a duration fee (the “Duration Fee”) in an amount equal to the percentage, determined in accordance with the grid below, of the principal amount of the Bridge Loan of such Lender outstanding at 5:00 p.m., New York City time, on such date:

Duration Fees		
90 days after the Closing Date	180 days after the Closing Date	270 days after the Closing Date
0.50%	0.75%	1.00%

Pricing Level:	Total Indebtedness to Total Capitalization Ratio	Closing Date through 89 days after Closing Date		90 days after Closing Date through 179 days after Closing Date		180 days after Closing Date through 269 days after Closing Date		270 days after Closing Date and thereafter	
		Applicable Margin Term SOFR Loans (percent per annum)	Applicable Margin Base Rate Loans (percent per annum)	Applicable Margin Term SOFR Loans (percent per annum)	Applicable Margin Base Rate Loans (percent per annum)	Applicable Margin Term SOFR Loans (percent per annum)	Applicable Margin Base Rate Loans (percent per annum)	Applicable Margin Term SOFR Loans (percent per annum)	Applicable Margin Base Rate Loans (percent per annum)
I	≤ 45.0%	0.900%	0.000%	1.150%	0.150%	1.400%	0.400%	1.650%	0.650%
II	> 45.0%	0.950%	0.000%	1.200%	0.200%	1.450%	0.450%	1.700%	0.700%
III	> 50.0%	1.000%	0.000%	1.250%	0.250%	1.500%	0.500%	1.750%	0.750%
IV	> 55.0%	1.125%	0.125%	1.375%	0.375%	1.625%	0.625%	1.875%	0.875%
V	> 60.0%	1.250%	0.250%	1.500%	0.500%	1.750%	0.750%	2.000%	1.000%

The Applicable Margin shall be determined and adjusted quarterly on the date on which the Borrower is required to provide a compliance certificate pursuant to the Bridge Credit Agreement for the most recently ended fiscal quarter of the Borrower (each such date, a “Calculation Date”); provided that (a) the Applicable Margin shall be based on Pricing Level II until the Calculation Date related to the compliance certificate delivered for the first fiscal quarter ended after the Closing Date, and, thereafter the Pricing Level shall be determined by reference to the Total Indebtedness to Total Capitalization Ratio as of the last day of the most recently ended fiscal quarter of the Borrower preceding the applicable Calculation Date, and (b) if the Borrower fails to provide any compliance certificate when due as required by the Bridge Credit Agreement, the Applicable Margin from the date on which such compliance certificate was required to have been delivered shall be based on Pricing Level V until such time as such compliance certificate is delivered, at which time the Pricing Level shall be determined by reference to the Total Indebtedness to Total Capitalization Ratio as of the last day of the most recently ended fiscal quarter of the Borrower preceding such Calculation Date. The applicable Pricing Level shall be effective from one Calculation Date until the next Calculation Date, except as provided in the preceding sentence. Any adjustment in the Pricing Level shall be applicable to all extensions of credit then existing or subsequently made or issued.

Notwithstanding the foregoing, in the event that any financial statement or compliance certificate delivered pursuant to the Bridge Credit Agreement is shown to be inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher Applicable Margin for any period (an “Applicable Period”) than the Applicable Margin applied for such Applicable Period, then (A) the Borrower shall immediately deliver to the Administrative Agent a corrected compliance certificate for such Applicable Period, (B) the Applicable Margin for such Applicable Period shall be

determined as if the Total Indebtedness to Total Capitalization Ratio in the corrected compliance certificate were applicable for such Applicable Period, and (C) the Borrower shall immediately and retroactively be obligated to pay to the Administrative Agent (for the benefit of the applicable Lenders) the accrued additional interest and fees owing as a result of such increased Applicable Margin for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with the Bridge Credit Agreement.

EXHIBIT B CONFIDENTIAL

Project Daylight
\$965.0 Million 364-Day Bridge Facility Summary of Additional Conditions
Precedent

Capitalized terms used but not defined in this Exhibit B shall have the meanings set forth in the Commitment Letter to which this Exhibit B is attached or the other Exhibits to the Commitment Letter.

1. The Acquisition shall have been (or, substantially concurrently with the funding under the Bridge Facility, shall be) consummated pursuant to, and in all material respects in accordance with, the Acquisition Agreement. The Acquisition Agreement shall not have been amended, supplemented or modified in any respect, or any provision or condition therein waived, or any consent granted thereunder (directly or indirectly), by the

Borrower or any of its subsidiaries, if such amendment, supplementation, modification, waiver or consent would be material and adverse to the interests of the Lenders or the Lead Arranger (in their respective capacities as such) without the Lead Arranger's prior written consent (such consent not to be unreasonably withheld, delayed or conditioned), it being understood and agreed that (a) any reduction, when taken together with all prior reductions, of less than 10% in the original consideration for the Acquisition will be deemed not to be (and any such reduction of 10% or more will be deemed to be) material and adverse to interests of the Lenders or the Lead Arranger (in their respective capacities as such), *provided*, in the case of any such reduction of less than 10%, that the aggregate principal amount of the Bridge Facility shall have been reduced on a dollar-for-dollar basis, (b) any increase, when taken together with all prior increases, of less than 10% in the original consideration for the Acquisition will be deemed not to be (and any such increase of 10% or more will be deemed to be, unless funded by the issuance and sale of equity of the Borrower) material and adverse to interests of the Lenders and the Lead Arranger (in their respective capacities as such) and (c) any purchase price adjustment expressly contemplated by Section 2.7 of the Acquisition Agreement as in effect on the date hereof shall not be considered an amendment or waiver of the Acquisition Agreement or material and adverse to interests of the Lenders and the Lead Arranger (in their respective capacities as such).

2. Since the date of the Acquisition Agreement, no Business Material Adverse Effect shall have occurred. "Business Material Adverse Effect" has the meaning assigned to such term in the Acquisition Agreement as in effect on the date of the Commitment Letter.
3. The Lead Arranger shall have received (a) audited consolidated financial statements of the Borrower, prepared in accordance with U.S. GAAP, for each of its three most recent fiscal years ended at least 60 days prior to the Closing Date (and the related audit reports), (b) unaudited consolidated financial statements of the Borrower, prepared in accordance with U.S. GAAP, as of the last day of, and for, any fiscal quarter (other than the fourth fiscal quarter) ended after the date of its most recent audited financial statements delivered pursuant to clause (a) above (and corresponding periods of any prior year) and more than 40 days prior to the Closing Date, (c) audited consolidated financial statements of the Target, prepared in accordance with U.S. GAAP, for each of its two most recent fiscal years ended at least 60 days prior to the Closing Date (and the related audit reports), (d) unaudited consolidated financial statements of the Target, prepared in accordance with U.S. GAAP, as of the last day of, and for, the latest subsequent fiscal quarter (other than the fourth fiscal quarter) ended after the date of its most recent audited financial statements delivered pursuant to clause (c) above (and corresponding periods of any prior year) and at least 40 days prior to the Closing Date and (e) customary pro forma financial statements of the Borrower giving effect to the Transactions, as would be required by Article 11 of Regulation S-X under the Act in a Current Report on Form 8-K. The Lead Arranger hereby acknowledges that the Borrower's public filings with the SEC under the Securities Exchange Act of 1934, as amended, of any required financial statements will satisfy the requirements of the foregoing clauses (a), (b), (c), (c) or (e), *provided* that a subsequent Form 8-K, Item 4.02 has not been filed with respect to the financial statements included therein.
4. All expenses and fees required by the Commitment Letter, the Fee Letter and/or the Bridge Credit Agreement required to be paid to the Commitment Parties, the Lead Arranger, the Administrative Agent or the Lenders by the Borrower on the Closing Date shall have been paid on or prior to the Closing Date (in the case of expenses, to the extent invoiced at least three business days prior to the Closing Date).
5. The Borrower shall have delivered to the Lead Arranger the following closing documents (the "Closing Deliverables"), subject to the Funds Certain Provision: (a) customary legal opinions from Shearman & Sterling LLP and Baker & Hostetler LLP, (b) a customary secretary's certificate of the Borrower with respect to incumbency, organizational documents and customary evidence of authority, (c) a customary officer's certificate (as to the satisfaction of the closing conditions set forth in Sections 1 (solely as to the first sentence thereof) and 6 of this Exhibit B, (d) a customary borrowing notice (which borrowing notice shall not contain any requirement to certify as to the accuracy of any representations and warranties or as to the absence of any default or event of default under the Bridge Credit Agreement) and (e) a solvency certificate from the chief financial officer of the Borrower in the form attached as Schedule I to this Exhibit B demonstrating solvency (on a consolidated basis) of the Borrower and its subsidiaries as of the Closing Date after giving effect to the Transactions. The Lead Arranger shall have received at least three business days prior to the Closing Date (i) all documentation and other information regarding the Borrower required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, and (ii) if the Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, a certification regarding beneficial ownership in relation to the Borrower, in each case of clauses (i) and (ii), to the extent reasonably requested at least 10 business days prior to the Closing Date.
6. At the time of and upon giving effect to the borrowing and application of the Bridge Loans on the Closing Date, (a) the Acquired Business Representations shall be true and correct to the extent required by the Funding Conditions provision, (b) the Specified Representations shall be true and correct in all material respects (without

duplication of any materiality qualifier set forth therein), except in the case of any Specified Representation that expressly relates to a given date or period, in which case it shall be true and correct in all material respects (without duplication of any materiality qualifier set forth therein) as of the respective date for the respective period and (c) there shall not exist any event of default under the Bridge Credit Agreement relating to (i) non-payment of amounts due under the Bridge Facility or (ii) bankruptcy, insolvency or winding-up of the Borrower.

Exhibit B-2

SCHEDULE I TO EXHIBIT B
CONFIDENTIAL

Project Daylight
Form of Solvency Certificate

Pursuant to Section [] of the Bridge Credit Agreement dated as of [], among [] (the "Credit Agreement"), the undersigned hereby certifies, solely in such undersigned's capacity as chief financial officer of Chesapeake Utilities Corporation, a Delaware corporation (the "Borrower"), and not individually, as follows:

As of the date hereof, after giving effect to the consummation of the Acquisition and the other Transactions, including the making of the Loans under the Credit Agreement, and after giving effect to the application of the proceeds of such indebtedness:

- (a) the fair value of the assets of the Borrower and its Subsidiaries, on a consolidated basis, at a fair valuation on a going concern basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;
- (b) the present fair saleable value of the property of the Borrower and its Subsidiaries, on a consolidated and going concern basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured in the ordinary course of business;
- (c) the Borrower and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured in the ordinary course of business; and
- (d) the Borrower and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

For purposes of this Solvency Certificate, the amount of any contingent liability at any time shall be computed as the amount that, in light of all the facts and circumstances existing as of the date hereof, would reasonably be expected to become an actual and matured liability.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

The undersigned is familiar with the business and financial position of the Borrower and its Subsidiaries. In reaching the conclusions set forth in this Solvency Certificate, the undersigned has made such investigations and inquiries as the undersigned has deemed appropriate, having taken into account the nature of the business proposed to be conducted by the Borrower and its Subsidiaries after consummation of the Transactions.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Solvency Certificate in such undersigned's capacity as chief financial officer of the Borrower, on behalf of the Borrower, and not individually, as of the date first stated above.

[BORROWER]

By: __ Name:
Title:

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This **THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT** (this “Amendment”) dated as of October 13, 2023, is made among **CHESAPEAKE UTILITIES CORPORATION**, a Delaware corporation (the “Borrower”), **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (as defined in the Existing Credit Agreement described below) (in such capacity, the “Administrative Agent”), and each of the Lenders signatory hereto. Each capitalized term used and not otherwise defined in this Amendment has the definition specified in the Amended Credit Agreement described below.

RECITALS:

A. The Borrower, the Administrative Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of August 12, 2021, (as amended by that certain First Amendment to Amended and Restated Credit Agreement dated as of August 11, 2022, as amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of August 9, 2023, and as may be further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”), pursuant to which the Lenders have made available to the Borrower (i) a five-year revolving credit facility in an aggregate principal amount not to exceed \$200,000,000, including therein a swing loan subfacility and a letter of credit subfacility and (ii) a 364-day revolving credit facility in an aggregate principal amount not to exceed \$175,000,000.

B. The Borrower has requested that the Administrative Agent and the Lenders amend the Existing Credit Agreement in such a manner that, upon giving effect to such amendments, the Existing Credit Agreement as so amended would contain the terms, covenants and other provisions set forth in Section 1 below (the Existing Credit Agreement, as amended hereby, the “Amended Credit Agreement”).

C. The Administrative Agent and each Lender signatory hereto are willing to so amend the Existing Credit Agreement on the terms and conditions set forth herein.

In consideration of the premises and further valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Existing Credit Agreement. Subject to the terms and conditions set forth herein, and in reliance upon the representations and warranties of the Borrower made herein, the Existing Credit Agreement is hereby amended as follows:

(a) The following defined term is hereby added to Section 1.1 of the Existing Credit Agreement to appear in alphabetical order therein:

““Florida City Gas Acquisition” shall mean the acquisition by the Borrower of all issued and outstanding equity interests of Pivotal Utility Holdings, Inc., a New Jersey corporation, pursuant to the Stock Purchase Agreement, dated as of September 26, 2023, by and among the Borrower and Florida Power & Light Company, a Florida corporation.”

(b) Section 9.8 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows:

“9.8 Maximum Funded Indebtedness to Total Adjusted Capitalization Ratio. Will not, as of the last day of each fiscal quarter of the Borrower, permit the Funded Indebtedness to Total Adjusted Capitalization Ratio to exceed 0.65:1.00; provided that, following the consummation of the Florida City Gas Acquisition, as of the last day of the fiscal quarter of the Borrower during which the Florida City Gas Acquisition occurs and the last day of the immediately succeeding fiscal quarter of the Borrower, the Borrower will instead not permit the Funded Indebtedness to Total Adjusted Capitalization Ratio to exceed 0.70:1.00.”

- (c) Clause (4) of the parenthetical in subclause (a)(v) in Section 9.9 of the Existing Credit Agreement is hereby amended and restated in its entirety to read as follows: “(4) for any document or instrument governing any Indebtedness permitted by Section 9.1(b) or any Indebtedness permitted by Section 9.1(f) to the extent such Indebtedness constitutes senior notes or other Indebtedness issued by Borrower ranking pari passu with the Obligations and the Indebtedness described on Schedule 9.1”.
2. Effectiveness; Conditions Precedent. This Amendment, and the amendments contained herein, shall not be effective until the satisfaction of each of the following conditions precedent (the date the following conditions precedent are satisfied being referred to as the “Amendment Effective Date”):
- (a) the Administrative Agent shall have received counterparts of this Amendment signed by an Authorized Officer, the Administrative Agent and the Required Lenders;
 - (b) no Event of Default or Potential Default shall have occurred and be continuing or would result after giving effect to this Amendment;
 - (c) the representations and warranties of the Borrower set forth in this Amendment, the Existing Credit Agreement and the other Loan Documents shall be true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event they shall be true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that the representations and warranties contained in Section 6.6 of the Amended Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 of the Existing Credit Agreement; and
 - (d) the Borrower shall have paid all fees and expenses payable on or before the Amendment Effective Date as required by any Loan Document.

Without limiting the generality of the provisions of the last paragraph of Section 11.3 of the Existing Credit Agreement or the Amended Credit Agreement, for purposes of determining compliance with the conditions specified in this Section 2, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment Effective Date specifying its objection thereto.

3. Representations and Warranties. In order to induce the Administrative Agent and the Lenders to enter into this Amendment, the Borrower represents and warrants to the Administrative Agent and such Lenders as follows:
- (a) The representations and warranties of the Borrower are true and correct in all material respects (unless qualified by materiality or reference to the absence of a Material Adverse Change, in which event they are true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct as of such earlier date, and except that the representations and warranties contained in Section 6.6 of the Amended Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 of the Existing Credit Agreement;
 - (b) No Event of Default or Potential Default has occurred and is continuing or would result after giving effect to this Amendment;
 - (c) No Material Adverse Change has occurred since the date of the last audited financial statements of the Borrower delivered to the Administrative Agent;

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT
SIGNATURE PAGE
CHESAPEAKE UTILITIES CORPORATION

- (d) This Amendment has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms;
 - (e) The Borrower is in compliance with each of the covenants and conditions set forth in the Amended Credit Agreement;
 - (f) There has been no material adverse change from any certificate, report, statement, agreement or other document or other written information previously supplied to the Administrative Agent or the Lenders furnished by or on behalf of the Borrower in connection with the transactions contemplated by this Amendment or the other Loan Documents; and
 - (g) All material consents, licenses and approvals required for the execution, delivery and performance by the Borrower of this Amendment and the other Loan Documents and the enforceability of this Amendment and the other Loan Documents against the Borrower is in full force and effect and none other is so required or necessary, and there exists no legal or regulatory prohibitions or restrictions to this Amendment or the other transactions contemplated herein.
4. Entire Agreement. This Amendment, together with all the Loan Documents (collectively, the “Relevant Documents”), sets forth the entire understanding and agreement of the parties hereto in relation to the subject matter hereof and supersedes any prior negotiations and agreements among the parties relating to such subject matter. No promise, condition, representation or warranty, express or implied, not set forth in the Relevant Documents shall bind any party hereto, and no such party has relied on any such promise, condition, representation or warranty. Each of the parties hereto acknowledges that, except as otherwise expressly stated in the Relevant Documents, no representations, warranties or commitments, express or implied, have been made by any party to the other in relation to the subject matter hereof or thereof. None of the terms or conditions of this Amendment may be changed, modified, waived or canceled orally or otherwise, except in writing and in accordance with Section 12.1 of the Amended Credit Agreement.
5. Full Force and Effect of Agreement. Except as hereby specifically amended, modified or supplemented, the Existing Credit Agreement, the Amended Credit Agreement and all other Loan Documents are hereby confirmed and ratified in all respects and shall be and remain in full force and effect according to their respective terms. The parties hereto acknowledge and agree that the amendments contained herein do not constitute a novation of the Existing Credit Agreement, the other Loan Documents or the Indebtedness described therein and shall not affect, diminish or abrogate any Borrower’s liability under the Existing Credit Agreement, the Amended Credit Agreement or any other Loan Document.
6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or other electronic imaging means (i.e., in “.pdf” or “.tif” format) shall be effective as delivery of a manually executed counterpart of this Amendment. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

- 7. Governing Law; Jurisdiction, Etc. THIS AMENDMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, AND SHALL BE FURTHER SUBJECT TO THE PROVISIONS OF SECTION 12.12 OF THE AMENDED CREDIT AGREEMENT.
- 8. Enforceability. Should any one or more of the provisions of this Amendment be determined to be illegal or unenforceable as to one or more of the parties hereto, all other provisions nevertheless shall remain effective and binding on the parties hereto.
- 9. Ratification and Confirmation of Loan Documents. Borrower hereby consents to, acknowledges and agrees to the amendments set forth herein and hereby confirms and ratifies in all respects the Loan Documents (including, without limitation, the continuation of Borrower’s payment and performance obligations thereunder) and the enforceability of each Loan Document against Borrower in accordance with its terms, in each case upon and after the effectiveness of this Amendment and the amendments contemplated hereby.
- 10. References. All references in any of the Loan Documents to the “Credit Agreement” shall mean the Amended Credit Agreement. This Amendment shall be deemed to be a “Loan Document” for all purposes of the Amended Credit Agreement and the other Loan Documents.
- 11. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the Borrower the Administrative Agent and each Lender, and their respective successors and assignees to the extent such assignees are permitted assignees as provided in Section 12.9 of the Amended Credit Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made, executed and delivered by their duly authorized officers as of the day and year first above written.

BORROWER:

CHESAPEAKE UTILITIES CORPORATION

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name:
Title:

[____],
as a Lender

By: _____
Name:
Title:

THIRD AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT
SIGNATURE PAGE
CHESAPEAKE UTILITIES CORPORATION

**CERTIFICATE PURSUANT TO RULE 13A-14(A)
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Jeffrey M. Householder, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2023 of Chesapeake Utilities Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 2, 2023

/s/ JEFFRY M. HOUSEHOLDER

Jeffrey M. Householder
President and Chief Executive Officer

EXHIBIT 31.2

**CERTIFICATE PURSUANT TO RULE 13A-14(A)
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Beth W. Cooper, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2023 of Chesapeake Utilities Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 2, 2023

/s/ BETH W. COOPER

Beth W. Cooper
Executive Vice President, Chief Financial Officer, Treasurer
and Assistant Corporate Secretary

Certificate of Chief Executive Officer
of
Chesapeake Utilities Corporation
(pursuant to 18 U.S.C. Section 1350)

I, Jeffrey M. Householder, President and Chief Executive Officer of Chesapeake Utilities Corporation, certify that, to the best of my knowledge, the Quarterly Report on Form 10-Q of Chesapeake Utilities Corporation (“Chesapeake”) for the period ended September 30, 2023, filed with the Securities and Exchange Commission on the date hereof (i) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained therein fairly presents, in all material respects, the financial condition and results of operations of Chesapeake.

/s/ JEFFRY M. HOUSEHOLDER

Jeffrey M. Householder

November 2, 2023

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Chesapeake Utilities Corporation and will be retained by Chesapeake Utilities Corporation and furnished to the Securities and Exchange Commission or its staff upon request.

Certificate of Chief Financial Officer
of
Chesapeake Utilities Corporation
(pursuant to 18 U.S.C. Section 1350)

I, Beth W. Cooper, Executive Vice President, Chief Financial Officer, Treasurer and Assistant Corporate Secretary of Chesapeake Utilities Corporation, certify that, to the best of my knowledge, the Quarterly Report on Form 10-Q of Chesapeake Utilities Corporation (“Chesapeake”) for the period ended September 30, 2023, filed with the Securities and Exchange Commission on the date hereof (i) fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, and (ii) the information contained therein fairly presents, in all material respects, the financial condition and results of operations of Chesapeake.

/s/ BETH W. COOPER

Beth W. Cooper

November 2, 2023

A signed original of this written statement required by Section 906 of the Sarbanes-Oxley Act of 2002, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Chesapeake Utilities Corporation and will be retained by Chesapeake Utilities Corporation and furnished to the Securities and Exchange Commission or its staff upon request.