EXHIBIT DS - CONFIRMATION
FIRM ELECTRIC POWER

THIS FIRM ELECTRIC POWER CONFIRMATION is effective 10/20/2026 by and between WGL Energy Services, Inc. ("Seller") and North Penn School District ("Buyer") for the sale and delivery of Buyer's full requirements for Electric Power for all accounts listed on Attachment A and is subject to the terms and conditions of the Base Agreement executed by both parties. Buyer agrees that Seller's delivery obligations hereunder are subject to, and depend upon, verification by Buyer's Utility that the accounts herein meet the requisite utility load profile and rate classification.

Buyer agrees to use its best efforts to inform Seller of any changes that will have a material effect on the load of the accounts served under this Confirmation.

TYPE OF SERVICE:
Buyer will purchase, and Seller will sell, Electric Power to the Delivery Point for Buyer's account which shall include all necessary (a) electric energy and congestion services obtained from wholesale suppliers active in the energy market administered by PJM, (b) generation capacity obtained from generators that participate in Reliability Pricing Model auctions conducted by PJM, (c) Network Integrated Transmission Service (NITS) including enhancements, expansion and reallocation provided by transmission providers subject to the PJM Open Access Transmission Tariff (OATT), (d) ancillary services provided by PJM for reliability including, but not limited to, reactive services and reserves, (e) auction revenue rights credits administered by PJM ("PJM Costs" are defined as (b) through (e)) and (f) energy deliveries that comply with applicable state Renewable Portfolio Standards (RPS) and local utility tariff requirements ("Utility Costs"). Seller is obligated to deliver, and Buyer is obligated to purchase, said Electric Power under all circumstances except Force Majeure.

BUYER'S UTILITY:
The Utility

** The Price does not include applicable Gross Receipts Taxes and Buyer shall be billed for applicable Gross Receipts Taxes as a separate line item on Seller's invoice to Buyer.

BILLING:
Utility Billing

TAX:
Buyer must provide to Seller a tax exempt certificate or other documented evidence of Buyer's tax exempt status for accounts covered under this Confirmation prior to the effective account enrollment date. If Buyer fails to provide Seller such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

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TARIFFS AND REGULATIONS:
If, after this Confirmation is executed, any of Seller's costs to supply Electric Power hereunder increase from the costs that underlie the Fixed Price because (1) FERC issues an order or PJM revises its OATT, an operating protocol, or market rule, (2) a PJM Emergency Operations Event occurs, (3) a change in Federal, State or Local law is enacted, or (4) the applicable Public Service Commission issues an order, or Buyer's utility revises its tariff, an operating protocol or market rule, then Seller shall pass through such cost increases with an appropriate allocation to Buyer by separate monthly charge. Seller shall provide Buyer with a written explanation describing the charge in reasonable detail, upon request.

If, at the time this Confirmation is executed, any month(s) of the term of this Confirmation extends beyond the last published Capacity Base Residual Auction, the Capacity cost estimates underlying the Price hereunder will be utilized based on the last Base Residual Auction results, as may be adjusted or corrected by PJM and as approved by FERC. To the extent actual Capacity costs differ from the Capacity cost estimates underlying the Price, Seller shall pass through such cost increases or decreases as appropriate.

To the extent Capacity and/or Transmission are included in the Price, Seller reserves the right to adjust the Price to reflect recovery of Capacity and Transmission costs attributable to (1) Buyer's participation in PJM Demand Response or local utility Net Metering programs during the term of this Confirmation, or (2) increased Capacity and Transmission costs caused by the effect of any distributed generation and/or peak shaving devices which were in use at any time during the twelve (12) months prior to this Confirmation. This condition does not apply to any emergency generation used solely in the event of a power outage.

ADD/DELETE PROVISION:
Buyer shall have the right to terminate the forward volume commitments for any location subject to the limitation that no more than 5% of the estimated aggregated annual volumes of Buyer's accounts under this Confirmation can be terminated in each 12 month period following the commencement of the deliveries hereunder. Volumes above that 5% level would be subject to the Sec.VII B. "Default and Remedy" provision in the Base Agreement. Buyer may add accounts to the Agreement subject to the limitation that no more than 5% of the estimated aggregated annual volumes of Buyer's accounts under this Confirmation can be added in each 12 month period following the commencement of the deliveries hereunder. In the event of a sale of any location by Buyer at which covered services are being provided under this Confirmation, Buyer shall provide written notice of such sale to Seller and will make "best efforts" to notify the Seller as soon as possible and prior to the closing of the sale.

HOLDOVER PROCESS:
Unless Buyer and Seller agree to execute a new confirmation, this Confirmation shall remain in effect on a month-to-month basis at an applicable Monthly Fixed Price for each subsequent monthly meter read period after the end of the initial Term of this Confirmation. Each Monthly Fixed Price shall be established the 25th day of the calendar month preceding the applicable calendar month of delivery. Either party may cancel such holdover confirmation either by executing a new confirmation, or by providing written notice of cancellation. Upon the provision of such notice by either Party, Seller shall terminate the confirmation in accordance with utility drop rules and procedures.

BUYER NAME:

North Penn School District

Term/Price - Fixed Price Capacity and Transmission Pass Through

TERM:
From the June 2027 meter read date to the July 2030 meter read date. (37 months)

PRICE: For deliveries hereunder, Buyer shall pay Seller a Price equal to $64.9300/MWh ($0.06493/kWh) plus the following charges:

01. Hourly energy charge included in price above;
02. Capacity charge which shall be the current PJM Zonal Capacity Price(s) net of the current PJM Zonal CTR credit from the PJM RPM auction multiplied by current Capacity PLC of the account as provided by Utility adjusted for the current PJM Forecast Pool Requirement and current PJM Zonal Scaling Factor, multiplied by the number of days in the billing period;
03. Transmission charge which shall be the sum of: (1) Current regulated Network Integrated Transmission Service rate(s) for deliveries to the Utility Zone, and (2) Current Transmission Enhancement Charges less any Transmission Enhancement Credits for the Utility zone, multiplied by current Transmission PLC of the account as provided by Utility, multiplied by the number of days in the billing period;

If at any time accounts served under this Fixed Rate Confirmation were converted from an executed LMP Rate Confirmation, this Fixed Rate Confirmation supersedes such LMP Rate Confirmation for the term specified above.

All prices quoted are subject to change prior to written confirmation by Seller. All prices are quoted at the Delivery Point, including line losses to the Buyer's facilities, in $ per Kilowatt (kw) or Kilowatt--hour (kwh) unless otherwise noted.

The undersigned represents, warrants and agrees to provide documentation, upon Seller's request, that the undersigned has the contractual authority, either as representing Buyer as a principal, or as Buyer's authorized agent, to bind Buyer for the supply service being purchased hereunder.

This Confirmation is agreed to on the date first written above by: Tax Exempt Documents To Follow

Buyer's Signature: Docusigned by: Jessica Todd 45FAAB5251E349E... **Title:** School Board Secretary

Print Name: Jessica Todd **Tax Exempt:** **Yes** x **No** _____ **Partial** _____ **Date:** Oct-22-2026

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Seller: WGL Energy Services, Inc.

By: _____ Date: _____

Dan Schilens, Vice-President

Business Development Manager: Janice Martorano

65814.246830.001: North Penn School District
Attachment "A": Account Information (20 account(s))
Exhibit DS Account Data

Business Development Manager: Janice Martorano Phone: 703-333-3777 Email: janice.martorano@wglenergy.com

Customer	Account #	Address	LDC	Rate Class/Load Profile
North Penn School District	**1013681625 (N)**	139 E Hancock Rd Gwyn-Nor ES North Wales PA 19454	PCO	GS(GS)/101
North Penn School District	**7501664455 (N)**	1641 Supplee Rd Gwynedd Square ES Lansdale PA 19446	PCO	GS(GS)/101
North Penn School District	**4186019012 (N)**	1700 Fairground Rd RR 1 Hatfield ES Hatfield PA 19440	PPL	L4L(L4L)/L4L
North Penn School District	**3771429450 (N)**	Inglewood ES Lansdale PA 19446	PCO	GS(GS)/101
North Penn School District	**3295820237 (N)**	201 Summit St North Wales ES North Wales PA 19454	PCO	GS(GS)/101
North Penn School District	**9210709773 (N)**	1610 Allentown Rd Walton ES Kulpsville PA 19443	PCO	GS(GS)/101
North Penn School District	**8592521542 (N)**	200 Bridle Path Rd Bridle Path ES Lansdale PA 19446	PCO	GS(GS)/101
North Penn School District	**0900083276 (N)**	1210 Snyder Road WNPV Radio Station Lansdale PA 19446	PCO	GS(GS)/101
North Penn School District	**5265021006 (N)**	Oak Park ES Lansdale PA 19446	PPL	L4L(L4L)/L4L
North Penn School District	**9461119332 (N)**	139 E Hancock Rd Gwyn-Nor ES North Wales PA 19454	PCO	GS(GS)/101
North Penn School District	**1002953070 (N)**	Kulp ES Hatfield PA 19440	PCO	GS(GS)/101
North Penn School District	**0477256917 (N)**	1340 Valley Forge Rd North Penn HS Lansdale PA 19446	PCO	HT(HT)/151
North Penn School District	**0427021001 (N)**	Elroy Rd Pennfield MS Hatfield PA 19440	PPL	OP3(OP3)/OP3
North Penn School District	**0805290774 (N)**	1201 E Walnut St Pennbrook MS North Wales PA 19454	PCO	GS(GS)/101
North Penn School District	**0281024020 (N)**	2374 N Penn Rd Northbridge School Hatfield PA 19440	PPL	GS-3(GS3)/GS3
North Penn School District	**9112643966 (N)**	Nash ES Harleysville PA 19438	PCO	GS(GS)/101
North Penn School District	**3065285007 (N)**	698 Knapp Rd Knapp ES Lansdale PA 19446	PCO	GS(GS)/101
North Penn School District	**8485945096 (N)**	1221 STUMP RD Montgomery ES Montgomeryville PA 18936	PCO	GS(GS)/101
North Penn School District	**9213662996 (N)**	1610 Allentown Rd Road Sign Kulpsville PA 19443	PCO	GS(GS)/101
North Penn School District	**8137518856 (N)**	1201 E Walnut St Pennbrook MS Bus Heaters North Wales PA 19454	PCO	GS(GS)/101

In Process

NATURAL GAS, ELECTRIC POWER AND RENEWABLE ENERGY PRODUCTS PURCHASE AND SALES BASE AGREEMENT Between WGL Energy Services, Inc. and North Penn School District

THIS BASE AGREEMENT FOR THE PURCHASE AND SALE OF NATURAL GAS, ELECTRIC POWER, AND RENEWABLE ENERGY PRODUCTS dated 10/20/2026 by and between WGL Energy Services, Inc. ("Seller") and North Penn School District ("Buyer"). Buyer may purchase, and Seller may sell Natural Gas, Electric Power and Renewable Energy Products in accordance with the terms and conditions of this Base Agreement and executed Confirmations (together "Agreement"). In the event of a conflict of any provision(s) of this Base Agreement and any provision(s) of an executed Confirmation, the provision(s) of the executed Confirmation will prevail.

I. EFFECTIVENESS

This Base Agreement shall supersede any prior base agreement executed by the Parties; provided that any confirmation that is in effect at the time of the execution of this Base Agreement shall continue to be subject to the terms and conditions of the applicable prior base agreement until the term of such confirmation expires. The terms and conditions of this Base Agreement as well as the definitions set forth in Annex A (as Seller may propose to update from time to time with notice to Buyer) hereto shall apply to any Confirmation agreed to by Buyer and Seller pursuant to Section VI below, and this Base Agreement shall remain in effect, notwithstanding any intervening periods of time during which no Confirmation is in effect, unless canceled by either Party upon thirty (30) days' notice to the other; provided that any Confirmation that is in effect at the time of such notice of termination shall remain in effect until the term of that Confirmation expires. A legally binding Agreement shall be comprised of this Base Agreement and an executed Confirmation for the purchase and sale of Natural Gas, Electric Power and/or Renewable Energy Products as the case may be, each a separate commodity. A purchase and sale of Renewable Energy Credits (RECs) is not a purchase and sale of the Electric Power itself. A purchase and sale of Carbon Offsets is not a purchase and sale of the Natural Gas itself. Each of the foregoing commodities may be purchased separately and independently of each other, or jointly in the case of Electric Power bundled with RECs and in the case of Natural Gas bundled with Carbon Offsets.

II. DELIVERY ANDTITLE TRANSFER OF ENERGY PRODUCTS

A. Delivery Point. The Delivery Point for all Natural Gas purchased and sold hereunder is the point of interconnection between the transporting interstate pipeline and the Local Gas Distribution Company (LDC) in whose territory Buyer is located. The Delivery Point for all Electric Power purchased and sold hereunder shall be the point of interconnection between the applicable transmission service provider's transmission system and the Local Electric Distribution Company (EDC) in whose territory Buyer is located. Seller will schedule Natural Gas or Electric Power to the Delivery Point for Buyer's account. The Delivery Point for each REC shall be the Seller's account in an applicable electronic REC tracking system where the REC is retired on behalf of the Buyer. The Delivery Point for each Carbon Offset shall be from the Seller's account in an applicable Carbon Offset Tracking Registry where the Carbon Offset is retired on behalf of the Buyer.

B. Title Transfer. Title to all Natural Gas and Electric Power will pass from Seller to Buyer at the Delivery Point. Seller warrants that it shall have good and marketable title to the Natural Gas and Electric Power to be delivered under this Agreement. Seller further warrants that it shall have good and marketable title to all "Renewable Energy Products" that it shall sell to Buyer hereunder, that all RECs contained in such products shall be registered with, transferred from and retired on the tracking system of a regional transmission organization and shall be transferred by contract-path auditing and through the recognized tracking system, and that Carbon Offsets contained in such products shall be registered with, transferred from and retired on a legally binding Carbon Offset Tracking Registry.

C. Delivery to Buyer's Facilities. Delivery of Natural Gas and Electric Power to Buyer's facilities shall be by separate delivery service agreement between Buyer and Buyer's LDC/EDC and shall be subject to the applicable tariffs of Buyer's LDC/EDC. Buyer will be responsible for paying all LDC/EDC charges associated with the delivery of Natural Gas and Electric Power from the Delivery Point to Buyer's facilities; Seller is not a party to Buyer's delivery service agreements with Buyer's LDC/EDC. The parties hereby agree that Electric Power and Natural Gas delivered by Seller to and received by Buyer at the Delivery Point is a good that is existing, identifiable, and moveable at the time of identification to the contract for sale, and for which title has transferred to Buyer pursuant to Section II.B of this Base Agreement.

D. Notice Obligations. Seller agrees to notify Buyer of circumstances that may affect the delivery of Natural Gas and Electric Power by Seller, and Buyer agrees to notify Seller if Buyer's non-weather-related usage of Natural Gas or Electric Power changes due to the installation of on-site peak shaving, back-up or on-site Electric Power generation, demand response program or other energy-saving measure not in effect at the time of the execution of this Agreement or at the time of the execution of a Confirmation. Buyer also agrees to notify Seller of Buyer's enrollment or participation in an EDC 'Net Metering' program(s). Each notice and other communication required hereunder or otherwise required pursuant to any legal proceeding to which Seller and Buyer are parties-in-interest will be in writing and will be sent to each of the parties listed below by (1) email or (2) either: (a) delivered in person; (b) sent by certified mail, return receipt requested; or (c) delivered by a recognized delivery service with acknowledgement of receipt. Such notice will be deemed to have been given on the date of its delivery, if emailed or delivered to each of the parties thereto at the respective addresses set forth below.

E. Balancing. Balancing of Natural Gas deliveries at the Delivery Point shall be in accordance with applicable tariffs of Buyer's LDC. If an imbalance penalty is assessed by Buyer's LDC, the Party causing the penalty will be responsible for paying the penalty. Settlement of Electric Power deliveries to the Delivery Point shall be in accordance with applicable tariffs of Buyer's EDC and PJM Open Access Tariff.

III. AGENCY

Buyer appoints Seller to act as Buyer's agent in accordance with this provision. Buyer authorizes Seller to obtain information about Buyer's LDC/EDC account (e.g., account numbers, billing history, payment history, historical usage, projected usage, meter readings and characteristics of service), to make nominations, to schedule, to balance, to make settlement, to obtain Buyer's credit and payment information, and to perform all duties necessary to deliver Natural Gas, Electric Power or Renewable Energy Products, as the case may be, to Buyer.

IV. BILLING, PAYMENT, CREDIT AND TAX

A. Billing. Buyer's LDC/EDC, acting as Seller's billing agent, shall bill Buyer monthly for purchases made under this Agreement. Buyer shall pay the bill in accordance with the LDC/EDC payment terms. If during the effectiveness of this Agreement, Buyer's Utility adopts purchase of receivables discount rates applicable to one or more of Buyer's accounts covered by this Agreement that in Seller's sole discretion would increase Seller's costs, Seller shall have the right to notify and bill Buyer directly for deliveries to such accounts at no additional cost or change in payment terms to Buyer. For accounts billed directly by Seller, payment shall be due to Seller within twenty (20) days after receipt of the invoice, unless otherwise agreed in writing.

B. Late Payment Charges. For bills sent by the LDC/EDC as Seller's agent, the late payment practice pursuant to the tariff of the LDC/EDC shall apply. For accounts billed directly by Seller, bills not timely paid shall bear interest at a rate of 1% per month from the due date.

C. Credit. Upon the request of the Seller, Buyer shall provide Seller with financial statements prepared in accordance with generally accepted accounting principles or such other applicable principles then in effect. Buyer represents and warrants (1) that all such information supplied shall be true, accurate and complete in every material respect, (2) that it has not filed, planned to file or have had filed against it, any proceedings at law or in equity before any court, including bankruptcy proceedings, that are likely to affect the legality, validity or enforceability against it of this Agreement, (3) that it is and shall remain financially able to continue its business, and (4) that it shall notify Seller promptly if it becomes aware of any situation that may alter its financial abilities in relation to item (3). Upon the request of Seller, Buyer shall provide financial assurance to Seller (in the form of cash collateral, Letter of Credit, or Parent Company Guarantee, or such other form as reasonably required by Seller), if Seller reasonably determines that Buyer's financial circumstances warrant the provision of such assurances. Such financial circumstances shall include, but not be limited to, Buyer being sixty (60) days or more delinquent in making payments under an executed Confirmation and a material deterioration in Buyer's creditworthiness. Financial assurance to be posted shall be delivered or transferred on or before the close of the fifth (5th) Business Day following its written demand. A failure by Buyer to comply with the terms of this Section IV.C shall be deemed a material breach of this Base Agreement.

D. Taxes. Seller will be responsible for all taxes assessed prior to the Delivery Point. Buyer will be responsible for all taxes assessed at the Delivery Point and thereafter, including any gross receipt taxes or sales taxes levied on the sale of Natural Gas, Electric Power or Renewable Energy Products. Applicable taxes will be collected on all Natural Gas, Electric Power, and Renewable Energy Product sales made under an Agreement unless Buyer provides Seller with a valid tax exemption certificate or other evidence of exemption. If Buyer fails to provide Seller with such documentation, Seller shall be obligated to bill Buyer for the applicable sales tax.

V. TARIFFS AND REGULATIONS

An Agreement executed hereunder is subject to (1) all applicable federal, state and local laws, (2) all applicable state and federal rules and regulations, (3) state regulatory commission-approved tariffs of Buyer's LDC/EDC, (4) Federal Energy Regulatory Commission-approved tariffs of transporting interstate pipelines, and (5) FERC-approved Open Access Tariffs (OATs) of transmission service providers, as such tariffs may be amended or superseded from time to time. Further, this Agreement is contingent upon the continuation of all necessary regulatory approvals and authorizations. If a change in any law, regulation or utility tariff becomes effective and such change imposes additional costs to Seller, then Seller shall have the right to pass through such cost increase to Buyer by a separate monthly charge unless Buyer and Seller agree to a price adjustment as allowed by a Confirmation. Upon request, Seller shall provide Buyer with a written explanation describing the cost increase or loss in reasonable detail.

VI. CONFIRMATION PROCESS

From time to time, Seller shall offer to supply Buyer with Natural Gas, Electric Power and/or Renewable Energy Products by transmitting to Buyer proposed, unexecuted Confirmations. Buyer may indicate acceptance of the terms and conditions of an offer by signing a Confirmation and returning it to Seller. The Confirmation will not become binding on Seller unless and until Seller countersigns the Confirmation and returns it to Buyer, provided that upon receipt of an executed Confirmation from Buyer, Seller shall use all reasonable efforts to lock Buyer's contract price for Buyer, provide Buyer or Buyer's consultant, if applicable, confirmation of such price lock in writing, if requested, Seller shall countersign said Confirmation, and return it to Buyer. Notwithstanding the foregoing, Seller may indicate acceptance of a Buyer's price lock via e-mail from Seller to Buyer, and such documentation shall be considered acceptance of such pricing and terms as outlined in such email.

VII. MISCELLANEOUS

A. Force Majeure. Except for payments that are due, a force majeure event shall, upon notice from the Party claiming force majeure to the other Party, excuse the Party claiming force majeure from performance during the event. In the event of force majeure, the Party claiming force majeure shall notify the other Party of a force majeure event within ten (10) days of the occurrence of the event and shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the Party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Buyer's LDC/EDC, transporting pipelines, or transmission service providers, any required or lawful action of Buyer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt Natural Gas or Electric Power delivery, outages of generating facilities or other service providers Seller uses to provide Electric Power to Buyer hereunder, the breakdown of equipment, malfunctioning equipment, non-performance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, pandemics, action or restraint by court order or public or governmental authority, or other government appropriation or curtailment of Natural Gas or Electric Power usage.

B. Default and Remedy. Any failure by a Party to perform any material obligation hereunder, including Seller's obligation to deliver and Buyer's obligation to purchase and pay for deliveries, shall constitute a default. The non-defaulting Party may terminate this Agreement by providing the defaulting Party ten (10) days prior written notice of the default and an opportunity to cure the default. Termination of this Agreement for a default that is not cured shall be without waiver of the non-defaulting Party's right to claim direct damages. If Seller terminates this Agreement for non-payment, Buyer shall be liable for all reasonable costs, including legal fees, associated with the collection of outstanding balances. If Buyer terminates the Agreement prior to expiration of an underlying, executed Confirmation, or is otherwise in default for a failure to either purchase or pay for deliveries, Seller may seek to collect damages based on current market conditions associated with the Buyer's supply, including but not limited to the costs of terminating supply contracts put in place by Seller as a result of entry into one or more executed Confirmations between Seller and Buyer under this Base Agreement. In assessing damages for such default, Seller shall not be required to enter into a replacement transaction if market conditions will not allow the full mitigation of economic harm to Seller. For an unexcused failure to deliver by Seller or an unexcused failure to take delivery by Buyer, the affected, non-defaulting Party, acting in a commercially reasonable manner, shall be limited to the sole and exclusive remedy of direct, actual damages. NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR LOST PROFITS OR INTERRUPTION OF BUSINESS.

C. Authority. The undersigned, who executes this Agreement and any Confirmation on behalf of each Party, represents and warrants that such undersigned has the contractual authority, either as representing that Party as a principal, or as that Party's authorized agent, to bind such Party for whom the Natural Gas, Electric Power and/or Renewable Energy Products is being purchased.

D. Integration of Agreement. This Agreement constitutes the entire agreement between Seller and Buyer. No statement, promise or inducement made by either Party which is not contained in or derived from this Agreement shall be valid or binding. Each Party acknowledges that Natural Gas, Electric Power, and/or Renewable Energy Products will be purchased independently from one another, or jointly in the case of Electric Power bundled with RECs and in the case of Natural Gas bundled with Carbon Offsets, and each purchase will have its own associated Confirmation. In no way does a purchase or sale of one of the aforesaid commodities between Buyer and Seller mean that Buyer is required to buy or that Seller is required to sell any other of the aforesaid commodities.

E. Severability. If any part, term or provision of this Agreement is specifically held to be illegal or in conflict with any applicable law or regulation, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of Seller and Buyer shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

F. Assignment. Seller may transfer, assign or sell this Agreement: (a) in connection with any financing; (b) to any of its affiliates; (c) to anyone succeeding in interest to all or substantially all of Seller's assets or business; or (d) to another supplier licensed to conduct business in the State where Buyer's facilities serviced by Seller pursuant to this Agreement are located. Buyer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of the Seller, which shall not be unreasonably withheld. Buyer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Buyer sells a premise or property to which Natural Gas or Electric Power is being delivered hereunder, Buyer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Buyer at the time of assignment; otherwise, Buyer shall be subject to liability to Seller for damages under Section VII B hereunder.

G. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Unless expressly provided otherwise in this Agreement, all remedies afforded in this Agreement shall be taken and construed as cumulative in addition to every other remedy provided herein or by law.

H. Governing Law. Buyer and Seller agree that, in the event of a dispute, this Agreement shall be governed by the laws of the jurisdiction where Buyer's facilities, being served by Seller, are located. If Buyer has facilities being served by Seller in two or more of the jurisdictions noted above, the laws of the jurisdiction where Buyer's facility with the highest annual usage of the contracted commodity (Natural Gas or Electric Power) is located shall govern.

I. WGL Energy Services Qualifications. WGL Energy Services is a subsidiary of WGL Holdings, Inc., an affiliate of Washington Gas Light Company, and an indirect subsidiary of Alta Gas, Ltd. WGL Energy Services is a retail seller of Natural Gas, Electric Power and Renewable Energy Products and is licensed in the jurisdictions set forth in Annex B.

J. Emergencies. In the event Buyer experiences an electric-related or natural gas-related emergency such as a power outage or gas leak, Buyer should immediately call its EDC/LDC.

K. Confidentiality. Each Party may designate and provide confidential pricing and customer information to the other in connection with this Agreement. Each Party agrees not to disclose such designated information to any third party during the effectiveness of the Agreement, except that each Party may disclose such information to its employees or authorized representatives that have a need to know, unless the disclosing Party first obtains the express written consent of the non-disclosing Party. Each Party shall take reasonable precautions to safeguard the confidential information of the other Party.

BUYER CONTACT INFORMATION

Buyer's Full Legal Name: North Penn School District
Buyer's Representative: Jessica Todd Title:
Address: 630 W. 8th St. Lansdale PA 19446
Telephone: 215-468-0400 Fax: Email Address: toddj@npenn.org

WGL Energy Services CONTACT INFORMATION

WGL Energy Services Representative: Janice Martorano Title: Account Manager
WGL Energy Services Address: 8614 Westwood Center Drive Suite 1200 Vienna VA 22182
Phone: 703-333-3777 Fax: 703-287-9403

The above-listed contacts may be changed by giving notice of a change to the other party in writing. Failure to provide notice in the manner set forth above will be prima facie evidence of a failure to provide adequate notice.

This Base Agreement is agreed to on the date first written above by:

Buyer: North Penn School District

Buyer's Signature: Signed by: Jessica Todd 45EAAB5251E349E... Title: School Board Secretary

Print Name: Jessica Todd Tax Exempt: Yes__X__ No__ Partial_____ Date: Oct-22-2026

Seller: WGL Energy Services, Inc.

By: _____ Date: _____

Dan Schilens, Vice-President

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ANNEX A
DEFINITIONS

"Agreement" shall mean the Base Agreement and any subsequent Confirmation (either "an Agreement" or "the Agreement").

"Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

"Buyer's Utility" shall mean Buyer's EDC or LDC.

"Confirmation" shall mean an exhibit for the purchase and sale of Natural Gas, Electric Power, Renewable Energy Credits, Carbon Offsets or Renewable Energy Products.

"Electric Distribution Company" or "EDC" shall mean Buyers electric distribution utility.

"Electric Power" shall mean electric power delivered to Buyer and includes all services necessary to deliver electric power to the Delivery Point on behalf of Buyer.

"Letter of Credit" means one or more irrevocable, non-transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a rating of at least A- from S&P and A3 from Moody's. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit. If Seller is provided with a Letter of Credit and Seller receives notice from the issuer that the Letter of Credit will not be renewed and twenty (20) days prior to the expiry of such Letter of Credit a replacement Letter of Credit has not been provided, then such Letter of Credit shall be valued at zero and Seller shall be entitled to demand further financial assurance.

"Local Distribution Company" or "LDC" shall mean Buyer's gas distribution utility.

"Natural Gas" shall mean natural gas delivered to Buyer and includes all Seller services necessary to deliver natural gas to the Delivery Point on behalf of Buyer, including the delivery of Certified Natural Gas.

"Carbon Offset Tracking Registry" shall mean a voluntary, auditable, industry tracking registry that is responsible for registering, transferring, trading and retiring Carbon Offsets, such as Verified Carbon Standard/Verra, Climate Action Reserve, CSA Group GHG CleanProjects Registry and other such organizations as they become organized and accepted.

"Carbon Offsets" shall mean tradeable certificates that meet the requirements of an industry-recognized certifying body that represent the reduction of a specific quantity of greenhouse gas (GHG) emissions and give the holder of the certificates the right to claim the environmental attributes generated by GHG emission reduction projects.

"Certifying Body" shall mean an industry-recognized organization that tracks, monitors and certifies the reduction of a specific quantity of greenhouse gas (GHG) emissions.

In Process

"Certified Natural Gas" shall mean Natural Gas that has been produced by companies whose operations meet the environmental, social and governance (ESG) standards, including those regarding methane emission reductions, established and independently verified by an industry-recognized organization, such as TrustWell™ Project Canary Certification and other such organizations as they become organized and accepted.

"Credit Support Provider" means a guarantor whose long-term senior unsecured debt rating has been assigned a rating of BBB- or better from S&P or Baa3 or better from Moody's or BBB- or better by Fitch ("Rating Agency"). If any Rating Agency, or any combination thereof, or all, assigns a long-term senior unsecured debt rating, then the lower of the long-term senior unsecured debt rating shall prevail.

"Dual Billing" shall mean the Buyer being billed for Natural Gas and/or Electric Power directly by Seller and the Buyer being billed for utility distribution charges by Buyer's LDC or Buyer's EDC.

"Equitable Origins" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"FERC" shall mean the Federal Energy Regulation Commission.

"Gold Standard Foundation" shall mean an independent certification program for greenhouse gas emissions (GHG) reductions (carbon offsets) sold in the voluntary market. Certification means that carbon offsets supplied to customers meet the program's high environmental and consumer protection standards for project types, locations, and verification programs reviewed by the organization. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage.

"Green-e® Climate" shall mean an independent certification program for greenhouse gas emissions (GHG) reductions (carbon offsets) sold in the voluntary market. The Green-e Climate logo identifies carbon offsets that meet the program's high environmental and consumer protection standards. The Green-e Carbon Offset Content Label represents the mix of project types, locations, and verification programs that are to be used to supply customers with carbon offsets. The actual percentages or metric tons of GHG emissions reductions by type may vary by a small percentage. In the case of a significant variance, a seller of Certified Carbon Offsets is obligated to provide a buyer with more accurate historical disclosure. For more information see the Green-e® Climate Code of Conduct available at www.green-e.org.

"Green-e® Energy Certified Renewable Energy Certificates" shall mean a certificate issued by an industry-recognized certifying body that represents a Renewable Energy Credit.

"Parent Company Guaranty" means guaranty in a form acceptable to Seller, acting reasonably, executed by the Credit Support Provider of Buyer.

"Regional Transmission Organization" shall mean an organization that coordinates the movement of Electric Power in a specific geographic territory to promote economic efficiency, reliability, and non-discriminatory practices while reducing government oversight.

"Renewable Energy Credits," "Renewable Energy Certificates" or "RECs" shall mean credits evidenced by certificates that represent the environmental attributes associated with the electric generation of certified renewable energy facilities fueled by wind, solar or other renewable energy sources that meet the requirements of an industry-recognized certifying body; the attributes include but are not limited to the reduction of SOx, NOx, and Carbon Dioxide emissions. One REC represents one megawatt-hour of electric generation from a certified renewable generation facility. All Electric Power sold under the Agreement complies with Renewable Portfolio Standard requirements of

applicable law.

"Rocky Mountain Institute ('RMI')" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"TrustWell™ Project Canary Certification" shall mean a third party certifying body for the purpose of evaluating and verifying Certified Natural Gas.

"Utility Billing" shall mean the Buyer's Utility billing services.

"WindPower from WGL Energy" shall mean a Renewable Energy product that is comprised of Renewable Energy Credits or RECs and is represented by Renewable Energy Certificates issued by an industry-recognized certifier.

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ANNEX B
WGL Energy Services Licenses

Delaware Public Service Commission to sell Natural Gas and Electric Power in the State of Delaware (DE License No. 6042),

D.C. Public Service Commission to sell Natural Gas (License No. GA03-3) and Electric Power (License No. EA-00-6) in the District of Columbia

Maryland Public Service Commission to sell Natural Gas (MD License No. IR 324) and Electric Power (MD License No. IR 227) in the State of Maryland

Ohio Public Utilities Commission to sell Electric Power (Certificate Number 19-1351E(1)

Pennsylvania Public Utility Commission to sell Natural Gas (PA License No. A-2010-2176410) and Electric Power (PA License No. A-110158) in the Commonwealth of Pennsylvania

Virginia State Corporation Commission to sell Natural Gas (VA License No.G-8) and Electric Power (VA License No. E-6) in the Commonwealth of Virginia

New Jersey Public Service Commission to sell Natural Gas (License No. GSL-0231) and Electric Power (License No. ESL-0267) in the State of New Jersey

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