

**TRANSACTION CONFIRMATION
TO BASE CONTRACT FOR THE PURCHASE OF NATURAL GAS
GENERAL TERMS AND CONDITIONS ("Contract")**

THIS TRANSACTION CONFIRMATION ("Confirmation") is made and entered into as of December 18, 2019 by and between National Fuel Resources, Inc. with its principal office at 165 Lawrence Bell Drive, Suite 120, Williamsville, NY 14221 ("Seller") and Warren County School District ("Buyer"). This Confirmation shall be subject to the Contract between Seller and Buyer dated August 19, 2010.

SELLER: National Fuel Resources, Inc. PAYMENTS & INQUIRIES TO: Attn: Accounts Receivable P.O. Box 9072 Williamsville, NY 14231 Phone: 716/630-6786 Fax: 716/630-6744	BUYER: Warren County School District INVOICES & INQUIRIES TO: Attn: Accounts Payable ADMINISTRATION OFFICE 6820 Market St. Russell, PA 16345 Phone: 814/723-6900 Fax: 814/723-7548
SERVICE LOCATION(S) & ACCOUNT NUMBER(S):	Please See Attachment 1 (10 Accounts)
QUANTITY:	Contracted Monthly Usage is set forth in Attachment 1
TERM:	36 months beginning on the first eligible meter reading date on or after January 1, 2020.
PRICE:	FIXED PRICE. \$2.83 per DTH delivered to the Citygate. This price is subject to all applicable taxes.
SPECIAL CONDITIONS:	1) Seller and Buyer agree that the following changes to the Contract shall be effective for the term stated in this Transaction Confirmation: The second sentence of Section 4(b) of the Contract is deleted, Sections 4(b)(i) and (ii) of the Contract are deleted. 2) The first two sentences of Section 8(a) are deleted and replaced with the following: (a) This Agreement shall become effective as of the Effective Date and shall continue thereafter until all Transaction Confirmations or Trigger Confirmations entered into hereunder have terminated ("Term"). Further, at the end of any Transaction Confirmation, if a new Transaction Confirmation is not executed, and Buyer continues to receive gas from Seller, this Agreement shall remain in full force and effect on a month-to-month basis and Buyer agrees to pay Seller's applicable variable price, as Buyer's unit Price plus applicable capacity related charges, until Buyer and Seller mutually agree to enter into a new Transaction Confirmation or either party cancels this Agreement by providing thirty (30) days prior written notice. Sections 9(a) and (c) are deleted and replaced with the following: 9. FORCE MAJEURE; OPERATIONS. (a) If, due to Force Majeure, either party is unable, wholly or in part, to carry out its obligations under this Agreement, upon such party's giving notice and reasonable details of such Force Majeure to the other party within a reasonable time after the occurrence of the cause relied on, the obligation of the party giving such notice, so far as and as long as they are affected by such Force Majeure, shall be nullified. The parties understand and agree that Force Majeure may prevent Seller from providing Gas at the Price, in which case, Seller may, at Seller's discretion, temporarily provide gas to Buyer at the market price available to Seller and Buyer agrees to pay such market price. (c) In the event the LDC and/or a transporting pipeline declares a supply emergency, such as an operational flow order or otherwise, even if no event of Force Majeure exists, the parties shall use commercially reasonable efforts to avoid the imposition of any imbalance charges. The parties understand and agree that such efforts may involve the purchase by Buyer from Seller of then-current market price gas.

This Transaction Confirmation may be executed by facsimile.

SELLER: National Fuel Resources, Inc. Signature: _____ Name: Jeffrey F. Hart Title: Vice President Date: _____ Rep: Bob Tullio	BUYER: Warren County School District Signature:  Name: Amy J. Stewart Title: Superintendent Date: 12/18/19
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Warren County School District

Contracted Burntip Volumes (DTH)

ATTACHMENT 1

Account #	Service Location(s)	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1 129631090	2,3rd Avenue Columbia Beauty MS, Warren, PA	2020-21	808.1	932.1	898.0	618.4	409.3	222.3	63.3	28.2	23.2	36.2	277.0	562.0	4,878.1
		2021-22	863.8	932.1	898.0	618.4	409.3	222.3	63.3	28.2	23.2	36.2	277.0	562.0	4,933.8
		2022-23	863.8	932.1	898.0	618.4	409.3	222.3	63.3	28.2	23.2	36.2	277.0	562.0	4,933.8
		2023	55.7												55.7
		Total Volume													14,801.4
2 307191109	21 School Street, Sugargrove, PA 16330	2020-21	393.1	304.3	283.1	184.3	11.9	0.1	20.4	13.2	17.4	131.3	309.9	336.7	2,005.7
		2021-22	393.1	304.3	283.1	184.3	11.9	0.1	20.4	13.2	17.4	131.3	309.9	336.7	2,005.7
		2022-23	393.1	304.3	283.1	184.3	11.9	0.1	20.4	13.2	17.4	131.3	309.9	336.7	2,005.7
		2023													0.0
		Total Volume													6,017.1
3 318668509	227 College Street, Youngsville, PA 16371-0000	2020-21	1,039.0	856.0	744.7	589.6	132.7	41.7	26.8	30.0	55.6	345.6	793.9	876.3	5,531.9
		2021-22	1,039.0	856.0	744.7	589.6	132.7	41.7	26.8	30.0	55.6	345.6	793.9	876.3	5,531.9
		2022-23	1,039.0	856.0	744.7	589.6	132.7	41.7	26.8	30.0	55.6	345.6	793.9	876.3	5,531.9
		2023													0.0
		Total Volume													16,595.7
4 333441302	232 2nd Street, Youngsville, PA 16365-0000	2020-21	758.6	514.7	535.0	391.6	59.9	16.1	7.5	5.4	49.2	192.6	446.2	511.5	3,488.3
		2021-22	758.6	514.7	535.0	391.6	59.9	16.1	7.5	5.4	49.2	192.6	446.2	511.5	3,488.3
		2022-23	758.6	514.7	535.0	391.6	59.9	16.1	7.5	5.4	49.2	192.6	446.2	511.5	3,488.3
		2023													0.0
		Total Volume													10,464.9
5 366482702	222 Pickering Street, Sheffield, PA 16365	2020-21	342.1	299.7	253.8	184.7	10.3	4.0	4.2	4.2	4.2	92.0	70.9	224.3	1,494.4
		2021-22	342.1	299.7	253.8	184.7	10.3	4.0	4.2	4.2	4.2	92.0	70.9	224.3	1,494.4
		2022-23	342.1	299.7	253.8	184.7	10.3	4.0	4.2	4.2	4.2	92.0	70.9	224.3	1,494.4
		2023													0.0
		Total Volume													4,483.2
6 377620602	678 W Main Street, Sheffield, PA 16347-4618	2020-21	1,021.9	869.9	801.4	538.5	125.2	139.1	28.9	11.8	80.3	330.7	682.7	806.8	5,457.2
		2021-22	1,021.9	869.9	801.4	538.5	125.2	139.1	28.9	11.8	80.3	330.7	682.7	806.8	5,457.2
		2022-23	1,021.9	869.9	801.4	538.5	125.2	139.1	28.9	11.8	80.3	330.7	682.7	806.8	5,457.2
		2023													0.0
		Total Volume													16,371.6
7 376881809	3700 Route 957, Farmington, PA 16365-0000	2020-21	1,507.6	1,265.8	1,009.0	744.7	162.6	63.1	37.5	38.5	79.2	491.1	1,095.7	1,164.2	7,659.0
		2021-22	1,507.6	1,265.8	1,009.0	744.7	162.6	63.1	37.5	38.5	79.2	491.1	1,095.7	1,164.2	7,659.0
		2022-23	1,507.6	1,265.8	1,009.0	744.7	162.6	63.1	37.5	38.5	79.2	491.1	1,095.7	1,164.2	7,659.0
		2023													0.0

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Total Volume													
8 376881907	349 E 5th Avenue, Glade, PA 16665	4,170.0	3,233.6	3,009.9	2,194.6	191.6	152.0	65.3	69.5	144.4	1,331.1	3,006.7	3,155.5
2020-21													
2021-22		4,457.6	3,233.6	3,009.9	2,194.6	191.6	152.0	65.3	69.5	144.4	1,331.1	3,006.7	3,155.5
2022-23		4,457.6	3,233.6	3,009.9	2,194.6	191.6	152.0	65.3	69.5	144.4	1,331.1	3,006.7	3,155.5
2023		287.6											
Total Volume													22,977.0
9 571761302	6820 Market Street, Russell, PA	465.5	368.1	353.1	278.2	40.7	16.1	6.4	11.8	12.8	138.0	331.7	361.7
2020-21													
2021-22		465.5	368.1	353.1	278.2	40.7	16.1	6.4	11.8	12.8	138.0	331.7	361.7
2022-23		465.5	368.1	353.1	278.2	40.7	16.1	6.4	11.8	12.8	138.0	331.7	361.7
2023													
Total Volume													7,152.3
10 683091009	25 Conewago Avenue, Warren, PA 16365	13.7	135.3	95.5	52.7	8.5	7.2	2.4	4.1	6.1	28.2	80.5	101.9
2020-21													
2021-22		104.2	135.3	95.5	52.7	8.5	7.2	2.4	4.1	6.1	28.2	80.5	101.9
2022-23		104.2	135.3	95.5	52.7	8.5	7.2	2.4	4.1	6.1	28.2	80.5	101.9
2023		90.5											
Total Volume													1,879.8
Attachment 1 Totals:													
2020-21		10,519.6	8,779.5	7,983.5	5,797.3	1,152.7	661.7	262.7	216.7	472.4	3,116.8	7,095.2	8,100.9
2021-22		10,953.4	8,779.5	7,983.5	5,797.3	1,152.7	661.7	262.7	216.7	472.4	3,116.8	7,095.2	8,100.9
2022-23		10,953.4	8,779.5	7,983.5	5,797.3	1,152.7	661.7	262.7	216.7	472.4	3,116.8	7,095.2	8,100.9
2023		433.8											
Total Volume		32,860.2	26,338.5	23,950.5	17,391.9	3,458.1	1,985.1	788.1	650.1	1,417.2	9,350.4	21,285.6	24,302.7
													163,778.4

Amy J. Stewart
Name (Please Print)


Signature

12/18/2019
Date