GUNSTER

Writer's Direct Dial Number: (850) 521-1706
Writer's E-Mail Address: bkeating@gunster.com

December 15, 2022

BY E-MAIL

Mr. Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: **[New Filing] Application by Chesapeake Utilities Corporation for Authorization to Issue Common Stock, Preferred Stock and Secured and/or Unsecured Debt, and to Enter Into Agreements for Interest Rate Swap Products, Equity Products, and Other Financial Derivatives in 2023**

Dear Mr. Teitzman:

Attached, please find the above-referenced Application by Chesapeake Utilities Corporation, which is the parent company of Florida Public Utilities Company. Included with this filing are the original and one copy of the Application, as well as a CD with electronic copies of the Application.

As always, please don't hesitate to let me know if you have any questions whatsoever.

Sincerely,

s/Beth Keating
Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

COM
AFD 1 & 1 CD
APA
ECO
ENG
GCL
IDM
CLK

MEK
Cc: Certificate of Service

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application by Chesapeake Utilities Corporation for Authorization to Issue Common Stock, Preferred Stock and Secured and/or Unsecured Debt, and to Enter into Agreements for Interest Rate Swap Products, Equity Products and Other Financial Derivatives in 2023.	)))))))	Docket No. Filed: December 15, 2022

APPLICATION BY CHESAPEAKE UTILITIES CORPORATION FOR AUTHORIZATION TO ISSUE COMMON STOCK, PREFERRED STOCK AND SECURED AND/OR UNSECURED DEBT, AND TO ENTER INTO AGREEMENTS FOR INTEREST RATE SWAP PRODUCTS, EQUITY PRODUCTS AND OTHER FINANCIAL DERIVATIVES

Chesapeake Utilities Corporation (Chesapeake, the Company or Applicant) respectfully files this Application with the Florida Public Service Commission ("FPSC"), pursuant to Section 366.04 (1), Florida Statutes, seeking authority to issue in 2023 up to 8,750,000 shares of Chesapeake common stock; up to 2,000,000 shares of Chesapeake preferred stock; up to $650,000,000 in secured and/or unsecured long-term debt; to enter into agreements for up to $400,000,000 in Interest Rate Swap Products, Equity Products and other Financial Derivatives; to issue short-term borrowings in 2023 in an amount not to exceed $500,000,000. The Company would utilize its revolving credit facility and potential new short-term lines of credit and term notes for this purpose.

1. Name and principal business offices of Applicant:

    a) Chesapeake Utilities Corporation
    500 Energy Lane Suite 400
    Dover, Delaware 19901

    b) Chesapeake Utilities Corporation
    Florida Division
    208 Wildlight Avenue
    Yulee, Florida 32097

c) Florida Public Utilities Company (a wholly owned subsidiary of Chesapeake Utilities Corporation)
208 Wildlight Avenue
Yulee, Florida 32097

d) Florida Public Utilities Company - Indiantown Division
208 Wildlight Avenue
Yulee, Florida 32097

e) Florida Public Utilities Company – Fort Meade Division
208 Wildlight Avenue
Yulee, Florida 32097

2. Incorporated:

Chesapeake Utilities Corporation – Incorporated under the laws of the state of Delaware in 1947 and qualified to do business in Florida, Georgia, Maryland, and Pennsylvania

Florida Public Utilities Company – Incorporated under the laws of the state of Florida in 1924 and qualified to do business in Florida

3. Person authorized to receive notices and communications in this respect:

Beth Keating, Esquire
Gunster, Yoakley & Stewart, P.A.
Suite 601
215 South Monroe Street
Tallahassee, Florida 32301
(850) 521-1706

Attorneys for Chesapeake Utilities Corporation

4. Capital Stock and Funded Debt

Chesapeake has authority by provisions contained in the Certificate of Incorporation, as amended, to issue common stock as follows:

a) Common stock having a par value of $0.4867 per share.

b) Amount authorized: 50,000,000 shares.

c) Amount outstanding as of September 30, 2022: 17,738,785

d) Amount held in Treasury: 0 shares.

e) Amount pledged by Applicant: None.

f) Amount owned by affiliated corporations: None.

g) Amount held in any fund: None.

Chesapeake has authority by provisions contained in its Certificate of Incorporation, as amended, to issue preferred stock as follows:

a) Preferred stock having a par value of $0.01 per share.

b) Amount authorized: 2,000,000 shares.

c) Amount outstanding as of September 30, 2022: 0 shares.

d) Amount held in Treasury: None.

e) Amount pledged by Applicant: None.

f) Amount owned by affiliated corporations: None.

g) Amount held in any fund: None.

The funded indebtedness by class and series are as follows:

(a) 1 Chesapeake Utilities Corporation 5.93% Unsecured Senior Notes due October 31, 2023 and issued on October 31, 2008 in the principal amount of $30,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to April 30, 2014; thereafter, principal shall be payable, in addition to interest on the unpaid balance for ten (10) years at the rate of $1,500,000 per semi-annum. Accordingly, as of September 30, 2022, there was a balance of $4,500,000 for this issue.

(a) 2 Chesapeake Utilities Corporation 5.68% Unsecured Senior Notes due June 30, 2026 and issued on June 23, 2011 in the principal amount of $29,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to June 30, 2017; thereafter, principal shall be payable, in addition to interest on the unpaid balance for ten (10) years at the rate of $2,900,000 per annum. As of September 30, 2022, there was a balance of $11,600,000 on this issue.

(a) 3 Chesapeake Utilities Corporation 6.43% Unsecured Senior Notes due May 2, 2028 and issued on May 2, 2013 in the principal amount of $7,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to May 2, 2019; thereafter, principal shall be payable, in addition to interest on the unpaid balance for ten (10) years at the rate of $700,000 per annum. As of September 30, 2022, there was a balance of $4,200,000 on this issue.

(a) 4 Chesapeake Utilities Corporation 3.73% Unsecured Senior Notes due December 16, 2028 and issued on December 16, 2013 pursuant to a Note Purchase Agreement dated September 5, 2013 in the principal amount of $20,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to December 16, 2019; thereafter, principal shall be payable, in addition to interest on the unpaid balance for ten (10) years at the rate of $2,000,000 per annum. As of September 30, 2022, there was a balance of $14,000,000 on this issue.

(a) 5 Chesapeake Utilities Corporation 3.88% Unsecured Senior Notes due May 15, 2029 and issued on May 15, 2014 pursuant to a Note Purchase Agreement dated September 5, 2013 in the principal amount of $50,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to May 15, 2020; thereafter, principal shall be payable, in addition to interest on the unpaid balance for ten (10) years at the rate of $5,000,000 per annum. As of September 30, 2022, there was a balance of $35,000,000 on this issue.

(a) 6 Chesapeake Utilities Corporation 3.25% Unsecured Senior Notes due April 30, 2032, and issued on April 21, 2017 pursuant to a Private Shelf Facility dated October 8, 2015, in the principal amount of $70,000,000 bearing interest payable quarterly with provisions for payment of interest only prior to July 31, 2022; Thereafter, principal shall be payable, in addition to interest on the unpaid balance for forty (40) quarters at the rate of $1,750,000 per quarter. As of September 30, 2022, there was a $68,250,000 balance on this issue.

(a) 7 Chesapeake Utilities Corporation 3.48% Series A Unsecured Senior Notes due May 31, 2038, and issued on May 21, 2018 pursuant to a Master Note Agreement dated March 2, 2017, in the principal amount of $50,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to May 31, 2029; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of \$5,000,000 per annum. As of September 30, 2022, there was a \$50,000,000 balance on this issue.

(a) 8 Chesapeake Utilities Corporation 3.58% Series B Unsecured Senior Notes due November 30, 2038, issued on November 15, 2018 pursuant to a Master Note Agreement dated March 2, 2017, in the principal amount of \$50,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to November 30, 2029; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of \$5,000,000 per annum. As of September 30, 2022, there was a \$50,000,000 balance on this issue.

(a) 9 Chesapeake Utilities Corporation 3.98% Unsecured Senior Notes due August 20, 2039, issued on August 12, 2019 pursuant to a Private Shelf Facility dated October 8, 2015, as amended September 14, 2018, in the principal amount of \$100,000,000 bearing interest payable quarterly with provisions for payment of interest only prior to August 30, 2030; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of \$10,000,000 per annum. As of September 30, 2022, there was a \$100,000,000 balance on this issue.

(a) 10 Chesapeake Utilities Corporation 2.98% Unsecured Senior Notes due December 20, 2034, issued on December 20, 2019, in the principal amount of \$70,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to December 20, 2025; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of $7,000,000 per annum. As of September 30, 2022, there was a $70,000,000 balance on this issue.

(a) 11 Chesapeake Utilities Corporation 3.00% Unsecured Senior Notes due July 15, 2035, issued on July 15, 2020, in the principal amount of $50,000,000 bearing interest payable quarterly with provisions for payment of interest only prior to July 15, 2026; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of $5,000,000 per annum. As of September 30, 2022, there was a $50,000,000 balance on this issue.

(a) 12 Chesapeake Utilities Corporation 2.96% Unsecured Senior Notes due August 15, 2035, issued on August 15, 2020, in the principal amount of $40,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to August 15, 2026; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of $4,000,000 per annum. As of September 30, 2022, there was a $40,000,000 balance on this issue.

(a) 13 Chesapeake Utilities Corporation 2.49% Unsecured Senior Notes due January 25, 2037, issued on December 20, 2021, in the principal amount of $50,000,000 bearing interest payable semi-annually with provisions for payment of interest only prior to January 25, 2028; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of $5,000,000 per annum. As of September 30, 2022, there was a $50,000,000 balance on this issue.

(a) 14 Chesapeake Utilities Corporation 2.46% Equipment Security Note due September 29, 2031, issued on September 29, 2021, in the principal amount of $9,590,434 with principal and interest payable monthly, in the combined amount of $1,082,914 per annum. As of September 30, 2022, there is a $8,734,006 balance on this issue.

(a) 15 Chesapeake Utilities Corporation 2.95% Unsecured Senior Notes due March 15, 2042, issued on March 15, 2022, in the principal amount of $50,000,000 bearing interest payable quarterly with provisions for payment of interest only prior to March 15, 2033; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of $5,000,000 per annum. As of September 30, 2022, there was a $50,000,000 balance on this issue.

(a) 16 Chesapeake Utilities Corporation 5.43% Unsecured Senior Notes due March 14, 2038, to be issued on or before March 14, 2023, in the principal amount of $80,000,000 bearing interest payable quarterly with provisions for payment of interest only prior to March 14, 2029; Thereafter, principal shall be payable, in addition to interest on the unpaid balance at the rate of $8,000,000 per annum. As of September 30, 2022, there is a zero balance on this issue.

In August 2021, Chesapeake entered into a syndicated facility for short-term borrowing, with multiple participating lenders. The two tranches of the facility consist of a $200,000,000 364-day short-term debt tranche and a $200,000,000 five-year tranche both of which have three (3) one-year extension options. In August 2022, Chesapeake amended both tranches of the facility, which now bear interest using SOFR as the benchmark interest rate, plus a 10-point SOFR adjustment, in lieu of LIBOR which is being retired by financial institutions. In addition, the 364-day was extended for the upcoming year, expiring in August 2023. Chesapeake may from time to time add additional lines of credit or term loans to meet short-term financing needs. Chesapeake currently maintains a total short-term borrowing line capacity of $400,000,000. As of September 30, 2022, the total short-term borrowing outstanding under the new syndicated credit facility was $167,331,986.

5. Authorizations Requested

Chesapeake requests authorization from the FPSC to issue up to 750,000 new shares of its common stock during 2023 for the purpose of administering Chesapeake's Retirement Savings Plan, Stock and Incentive Compensation Plan, and Dividend Reinvestment and Stock Purchase Plan. The Company will be seeking shareholder approval for a new Stock and Incentive Compensation Plan, as the current one expires in May, 2023. The share breakdown for each specific purpose is as follows:

Number of Shares	Purpose

200,000	Issuance pursuant to the Company's Retirement Savings Plan.
200,000	Issuance under the terms of the Company's Stock and Incentive Compensation Plan.
350,000	Issuance pursuant to the Company's Dividend Reinvestment and Stock Purchase Plan.

In addition, Chesapeake is requesting FPSC authorization to issue up to 3,000,000 shares of Chesapeake stock or an equity-linked instrument equivalent in value in 2023 to permanently finance Chesapeake's ongoing capital expenditure program. Chesapeake seeks further FPSC authorization to issue during 2023 up to an additional 5,000,000 shares of common stock. This additional stock would be used to finance Chesapeake's ongoing acquisition program. The capital expenditure program is subject to continuous review and modification and is funded from short-term borrowings and cash provided by operating activities. The Company may from time to time, permanently finance its short-term borrowings through the issuance of common stock or an equity-linked instrument, as opposed to long-term debt. If the Company were to undertake a stock split or reverse split, such amounts would be adjusted accordingly.

Chesapeake requests FPSC authorization to issue up to $650,000,000 in new secured and/or unsecured long-term debt during 2023 for general corporate purposes including, but not limited to, working capital, retirement of short-term debt, retirement of long-term debt, capital improvements and acquisitions.

Chesapeake seeks FPSC authorization to issue short-term obligations up to $500,000,000 during 2023 to fund its operations, capital expenditures on a short-term basis and/or in support of the execution of its growth strategy. Chesapeake is also requesting authority to issue up to 2,000,000 shares of Chesapeake preferred stock in 2023, for possible acquisitions, financing transactions, and other general corporate purposes.

Chesapeake further seeks FPSC approval to enter into financial agreements with institutions in 2023 to negotiate and execute financial derivatives enabling the Company to lock in its future financing costs and minimize its risk. The Company identifies below some of the financial derivatives that the Company may evaluate in 2023, although the listing is not intended to be all-inclusive. Rather, the Company seeks approval to evaluate and employ those financial derivatives that would mitigate its financial risk associated with a particular financing transaction(s).

Chesapeake is proposing to have the flexibility and authority to enter into the following (a) Treasury rate locks, credit spread locks, interest rate swaps, collars, caps and/or floors (the "Interest Rate Swap Products"); (b) equity collars, floors, prepaid forward contracts, covered calls, forward sales and purchases and/or equity-linked instruments (the "Equity Products"); or (c) any other Financial Derivatives that meet the objectives described above on such terms as Chesapeake considers to be appropriate, provided that the notional amount(s) for said Interest Rate Swap Products, Equity Products, and/or other Financial Derivatives do not, in the aggregate, exceed the sum of $400,000,000.

6. <u>Purposes for which Securities are to be issued:</u>

a) Chesapeake's Retirement Savings Plan ("RSP") was implemented on February 1, 1977. As of September 30, 2022, the RSP had 1,016 active participants, a total market valuation of approximately $172,465,542 (including 405,010 shares of the Company's common stock with a value of $46,734,130). Chesapeake's 401k Plan was amended to be a "safe harbor" plan. Effective January 1, 2011, the Company has matched 100% of the participants' contributions up to six percent of the eligible compensation in cash and any supplemental contributions will generally be made in Chesapeake stock.

To continue to balance the composition of debt and equity, Chesapeake wants to maintain flexibility in how the supplemental RSP contributions are funded, i.e., with new shares of its stock, buying shares on the open market, and/or a combination of both funding methods.

On June 23, 1992, the Delaware Public Service Commission issued Order No. 3425 approving the issuance of up to 150,000 new shares of Chesapeake common stock for the purpose of administering Chesapeake's RSP. Please note that this Order by the Delaware Public Service Commission is "open ended" in the sense that there is no time limit by which the approved securities need to be issued. A copy of the Order has been previously filed with the FPSC within Exhibit J of the Application for Approval of Issuance and Sale of Securities by Chesapeake Utilities Corporation, Docket No. 931112-GU, dated November

17, 1993, and is hereby incorporated by reference. On July 13, 1999, the Delaware Public Service Commission issued Order No. 5165 approving the issuance of an additional 150,000 new shares of Chesapeake common stock for the purpose of administering the RSP. Please note that this Order by the Delaware Public Service Commission is also "open ended" in the sense that there is no time limit by which approved securities need to be issued. A copy of this Order has been previously filed with the FPSC within Exhibit C of the Application by Chesapeake Utilities Corporation for Authorization to issue Common Stock, Preferred Stock and Secured and/or Unsecured Debt and to Exceed Limitation Placed on Short-Term Borrowings in 2000, Docket No. 991631-GU, dated October 20, 1999, and is hereby incorporated by reference. On December 19, 2000, the Delaware Public Service Commission issued Order No. 5609 approving the issuance of an additional 450,000 new shares of Chesapeake common stock for the purpose of administering the RSP. Please note that this Order by the Delaware Public Service Commission is also "open ended" in the sense that there is no time limit by which approved securities need to be issued. A copy of this Order has been previously filed with the FPSC as Exhibit E of the Consummation Report of Securities Issued by Chesapeake Utilities Corporation, Docket No. 991631-GU, dated March 29, 2001, and is hereby incorporated by reference.

On May 4, 2010, the Delaware Public Service Commission issued Order No. 7769 approving the issuance of an additional 900,000 new shares of Chesapeake common stock for the purpose of administering the RSP. Please note that this Order by the Delaware Public Service Commission is also "open ended" in the sense that there is no time limit by which approved securities need to be issued. A copy of the order was previously filed with the FPSC as Exhibit C of Docket No. 100444-GU dated November 16, 2010. Pursuant to these Orders, Chesapeake has issued 851,414 new shares of common stock for the RSP as of September 30, 2022. Thus, there remains to be issued 798,586 shares as authorized by the Delaware Public Service Commission. The FPSC approved the issuance and sale of up to 200,000 shares of common stock for the Plan during 2022 by Order No. PSC-2022-0047-FOF-GU issued on January 31, 2022. Chesapeake now seeks FPSC authorization to issue up to 200,000 of new shares of Chesapeake common stock for the purpose of administering Chesapeake's Plan during 2023.

(b) On May 2, 2013, after receiving shareholder approval, the Board adopted the 2013 Stock and Incentive Compensation Plan ("SICP") for issuing equity compensation to its directors, to its officers and other key employees, and to its employees. The Company will be presenting a new Stock and Incentive Compensation Plan for shareholder approval in May, 2023 at which time the current SICP expires. The FPSC approved the issuance of up to 200,000 shares of common stock for the SICP during 2022 by Order No. PSC-2022-0047-FOF-GU issued on January 31, 2022. Chesapeake is requesting FPSC authorization to issue up to 200,000 new shares of Chesapeake common stock for purposes of administering the SICP during 2023. The SICP will allow the Company to continue to provide a competitive compensation program that seeks to attract and retain exceptional executive officers, directors and employees of the Company and motivate those individuals responsible for the growth and success of the Company.

The SICP also enhances stockholder value by linking a portion of compensation of executive officers, directors and employees of the Company to the increase in the price per share of its common stock and the achievement of other performance objectives and encourage ownership in the Company by key personnel whose long-term employment is considered essential to the Company's continued success and progress. On October 22, 2013, the Delaware Public Service Commission issued Order No. 8470 authorizing Chesapeake to issue up to 661,862 shares of common stock to administer the Company's SICP. Chesapeake has issued 339,353 new shares of common stock for the SICP as of September 30, 2022. Thus, there remains to be issued 322,509 shares as authorized by the Delaware Public Service Commission. Chesapeake now seeks FPSC authorization to issue up to 200,000 new shares of Chesapeake common stock for the purpose of administering Chesapeake's Plan during 2023.

(c) Chesapeake's Dividend Reinvestment and Stock Purchase Plan ("DRP") was implemented on April 27, 1989. The DRP Administrator currently has the flexibility of purchasing shares of Chesapeake common stock on the open market, using Treasury stock or issuing new common stock. The gradual issuance of new common stock enables Chesapeake to balance the composition of its capital between common stock and long-term debt. As of September 30, 2022, the DRP had 1,629 stockholder participants.

A copy of the DRP as filed on Registration Statement Form S-3 with the Securities and Exchange Commission has been previously filed with the FPSC as Exhibit D of the Application for Approval of Issuance and Sale of Securities by Chesapeake Utilities Corporation, Docket No. 961194-GU, dated October 1, 1996, and is hereby incorporated by reference. On May 23, 1989, the Delaware Public Service Commission issued Order No. 3071 approving the issuance of up to 300,000 new shares of Chesapeake common stock for the purpose of administering Chesapeake's DRP. Please note that this Order by the Delaware Public Service Commission is "open ended" in the sense that there is no time limit by which the approved securities need to be issued. A copy of this Order has been previously filed with the FPSC within Exhibit J of the Application for Approval of Issuance and Sale of Securities by Chesapeake Utilities Corporation, Docket No. 931112-GU, dated November 17, 1993, and is hereby incorporated by reference.

On December 20, 1995, the Delaware Public Service Commission issued Order No. 4097 approving the issuance of an additional 450,000 new shares of Chesapeake common stock for the purpose of administering Chesapeake's DRP. Please note that this Order by the Delaware Public Service Commission is also "open ended" in the sense that there is no time limit by which the approved securities need to be issued. A copy of this Order has been previously filed with the FPSC within Exhibit E of the Application for Approval of Issuance and Sale of Securities by Chesapeake Utilities Corporation, Docket No. 961194-GU, dated October 1, 1996, and is hereby incorporated by reference.

On December 21, 2004 the Delaware Public Service Commission issued Order No. 6543, approving the issuance of an additional 1,125,000 shares of Chesapeake common stock for the purpose of administering Chesapeake's amended Dividend Reinvestment and Stock Purchase Plan. Please note that this Order by the Delaware Public Service Commission is "open ended" in the sense that there is no time limit by which the approved securities need to be issued. A copy of this Order has been previously filed with the FPSC within Exhibit C of the Consummation Report of Securities Issued by Chesapeake Utilities Corporation, Docket No. 030942-GU, dated March 22, 2005, and is hereby incorporated by reference. In addition, on November 20, 2020, Chesapeake filed a Registration Statement on Form S-3 with the Securities and Exchange Commission relating to the registration of 455,366 shares of the Company's common stock under the Dividend Reinvestment and Direct Stock Purchase Plan that replaced the prior Registration Statement. Chesapeake now seeks FPSC approval to issue up to 350,000 new shares of Chesapeake common stock for the purpose of administering Chesapeake's amended Dividend Reinvestment and Stock Purchase Plan during 2023.

Pursuant to the Orders above, Chesapeake has issued 1,589,455 new shares of common stock as of September 30, 2022. Thus, there remains to be issued

285,545 shares as authorized by the Delaware Public Service Commission. In 2023 the Company plans to seek Board and Delaware Public Service Commission approval for additional share authorization under the DRP. Chesapeake also plans to file a new Registration Statement as the current S-3 expires on November 20, 2023.

(d) Chesapeake now seeks FPSC approval to issue up to 3,000,000 shares of Chesapeake stock or an equity-linked instrument equivalent in value in 2023 to permanently finance Chesapeake's ongoing capital expenditure program. Financing for the Company's capital expenditure program is subject to continuous review and modification and is funded from short-term borrowings and cash provided by operating activities. The Company, in an effort to manage its capital structure, may, from time to time permanently finance through the issuance of common stock or an equity-linked instrument, as opposed to long-term debt. The FPSC approved the issuance of 3,000,000 shares of common stock for Chesapeake during 2022 by Order No. PSC-2022-0047-FOF-GU issued on January 31, 2022.

(e) Chesapeake seeks FPSC authorization to issue during 2023 up to $350,000,000 in secured and/or unsecured long-term debt with an estimated rate of interest of up to 300 basis points above U.S. Treasury rates (or extrapolated U.S. Treasury rates) with equivalent average life. The FPSC approved the issuance and sale of $350,000,000 in secured and/or unsecured long-term debt during 2022 by Order No. PSC-2022-0047-FOF-GU issued on January 31, 2022. The remaining proceeds from this debt issuance would be used for general corporate purposes including, but not limited to, working capital, retirement of short-term debt, retirement of long-term debt and capital improvements. Each issue will be for some lawful object within the corporate purposes of the applicant and compatible with the public interest and is reasonably necessary or appropriate for such purpose.

(f) Chesapeake seeks further FPSC authorization to issue during 2023 up to an additional 5,000,000 shares of common stock and an additional $300,000,000 in secured and/or unsecured long-term debt with an estimated rate of interest of up to 300 basis points above U.S. Treasury rates (or extrapolated U.S. Treasury rates) with equivalent average life. This additional stock and debt would be used to finance Chesapeake's ongoing acquisition program. Chesapeake expects to continue to search for growth opportunities through acquisitions, which fit its long-range plan to achieve the proper mix of business activities. Financing of acquisitions will depend upon the nature and extent of potential acquisitions as well as current market and economic conditions.

(g) Chesapeake seeks FPSC authorization to issue up to 2,000,000 shares of Chesapeake preferred stock during 2023 for possible acquisitions, financing transactions, and other general corporate purposes. As of September 30, 2022, zero (0) shares of Chesapeake preferred stock have been issued.

7. (h) Chesapeake is requesting authority during 2023 to enter into an agreement for financial derivatives including, but not limited to Interest Rate Swap Products, Equity Products, and/or other Financial Derivatives on such terms as Chesapeake considers appropriate provided that the notional amount(s) for said Interest Rate Swap Products, Equity Products, and/or other Financial Derivatives do not, in the aggregate, exceed the sum of $400,000,000.<u>Purposes for which Securities are to be issued:</u>

The common stock, preferred stock and long-term debt authorized for issuance will be used for the purpose of administering Chesapeake's Retirement Savings Plan, Stock and Incentive Compensation Plan, Dividend Reinvestment and Stock Purchase Plan, financing of the Company's acquisition program and for other corporate purposes including, but not limited to the following: working capital; retirement of short-term debt; retirement of long-term debt; and capital improvements. The Interest Rate Swap Products, Equity Products and other Financial Derivatives will provide Chesapeake with an additional opportunity to achieve lower cost funding of existing and prospective debt and equity placements, as well as enhanced flexibility to manage the Company's exposure to risk as market conditions permit.

To be clear, Chesapeake allocates funds to the Chesapeake Utilities Corporation - Florida Division, Florida Public Utilities Company (FPUC), FPUC - Indiantown Division, and FPUC - Fort Meade Division on an as-needed basis. Chesapeake acknowledges that in no event will such allocations to the Florida Divisions exceed 75 percent of the proposed equity securities (common stock, and preferred stock), long-term debt, short-term debt, interest rate swap products, equity products, and financial derivatives issued by Chesapeake.

8. <u>Counsel:</u>

The legality of the common stock, preferred stock and debt issuances will be passed upon by James D. Nutter, Esquire, Parkowski, Guerke and Swayze, P.A., 116 West Water Street, Dover, Delaware 19903 who will rely on Beth

Keating, Esquire, Gunster, Yoakley & Stewart, Suite 601, 215 South Monroe Street, Tallahassee, Florida 32301, as to matters of Florida law.

9. Other Regulatory Agencies:

Under 26 Del. C Section 215 of the Delaware statutes, Chesapeake is regulated by the Delaware Public Service Commission and, therefore, must file a Prefiling Notice, a Notice, and an Application to obtain approval of the Delaware Commission before issuing new securities which mature more than one (1) year from the date of issuance. In addition, a Notice must be filed if Chesapeake expects to incur short-term indebtedness, which exceeds ten percent of the Company's total capitalization. All necessary applications or registration statements have been or will be made as required and will be made a part of the final consummation report to the FPSC as required by Rule 25-8.009, Florida Administrative Code.

The address of the Delaware Commission is as follows:

Delaware Public Service Commission
861 Silver Lake Boulevard
Cannon Building
Dover, Delaware 19904
Attention: Robert Howatt

10. Control or ownership:

Applicant is not owned by any other company nor is Applicant a member of any holding company system.

11. Exhibits:

Filed herewith:

Exhibit A: Exhibit A consists of the following attachments:

A (1) Chesapeake Utilities Corporation Annual Report on Form 10-K (A) for the year ended December 31, 2021.

A (2) Chesapeake Utilities Corporation Quarterly Report on Form 10-Q for the quarter ended September 30, 2022.

Exhibit B: Construction Budget for Florida regulated operations

12. Constitutionality of Statute:

Chesapeake has taken the position that the statutory requirement of FPSC approval of the issuance and sale of securities by a public utility, under Section 366.04 (1), Florida Statutes, as applied to Chesapeake, a Delaware corporation engaged in interstate commerce, is unconstitutional, in that it creates an unreasonable burden on interstate commerce. Support for this position is set out in Chesapeake's Petition for declaratory statement disclaiming jurisdiction, as filed in FPSC Docket No. 930705-GU. By FPSC Order No. PSC-93-1548-FOF-GU, issued on October 21, 1993, the FPSC denied the Petition for declaratory statement, while approving the alternative Application for approval of the issuance of up to 100,000 new shares of common stock for the purpose of administering a Retirement Savings Plan. The FPSC found that "the facial constitutionality of a statute cannot be decided in an administrative proceeding," and that since the stock issuance was approved, "the question of constitutionality appears to be academic at this time."

Chesapeake continues to maintain that the assertion of jurisdiction by the FPSC over its securities unconstitutionally burdens interstate commerce, particularly where the Public Service Commission of the State of Delaware has approved their issuance and sale, and/or where the securities do not create a lien or encumbrance on assets of Chesapeake's public utility operations in the State of Florida.

Florida law provides for severe penalties for any willful violation of a statute administered by the FPSC or any of its rules or orders, Secs. 350.127 (1) and 366.095, Florida Statutes. Accordingly, Chesapeake believes it must submit to FPSC jurisdiction over its securities if it is to avoid assessment of such penalties and to otherwise remain in good standing before the FPSC. It therefore files the instant Application, under protest, and without waiver of its position regarding the unconstitutionality of the statute.

PRAYER FOR RELIEF

Based on the foregoing, Chesapeake Utilities Corporation requests that the FPSC issue an Order authorizing it in 2023 to issue up to 8,750,000 shares of common stock, up to 2,000,000 shares of preferred stock, and up to $650,000,000 of secured and/or unsecured long-term debt, to issue short-term borrowings in 2023 in an amount not to exceed $500,000,000, and authorizing it to enter into agreements up to $400,000,000 in Interest Rate Swap Products, Equity Products and other Financial Derivatives.

Respectfully submitted,

Date: 12/15/22

Beth Keating

Beth Keating, Esquire
Gunster, Yoakley & Stewart, P.A.
Suite 601
215 South Monroe Street
Tallahassee, Florida 32301
(850) 521-1706

Attorneys for
Chesapeake Utilities Corporation

STATE OF FLORIDA*

COUNTY OF NASSAU *

BE IT REMEMBERED that on this the day of December 14, 2022 , personally appeared before me, a Notary Public for the State of Florida Beth W. Cooper, who being by me duly sworn, did depose and say that she is Executive Vice President Chief Financial Officer and Treasurer of Chesapeake Utilities Corporation, a Delaware corporation, and that insofar as the Application of Chesapeake Utilities Corporation states facts, and insofar as those facts are within her personal knowledge, they are true; and insofar as those facts that are not within her personal knowledge, she believes them to be true, that the exhibits accompanying this Application and attached hereto are true and correct copies of the originals of the aforesaid exhibits, and that she has executed this Application on behalf of the Company and pursuant to the authorization of its Board of Directors.

Beth W. Cooper

Beth W. Cooper
Executive Vice President Chief Financial Officer
and Treasurer

SWORN TO AND SUBSCRIBED before me the day and year first above written.

CHRISTINE MINTON
Notary Public - State of Florida
Commission # HH 160135
My Comm. Expires Aug 23, 2025
Bonded through National Notary Assn.

Notary Public
My Commission Expires: August 23, 2025

EXHIBITS

A (1)	Chesapeake Utilities Corporation Annual Report on Form 10-K for the year ended December 31, 2021.
A (2)	Chesapeake Utilities Corporation Quarterly Report on Form 10-Q for the quarter ended September 30, 2022.
B:	Construction Budget for Florida regulated operations

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)
☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the Fiscal Year Ended: December 31, 2021

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

Commission File Number: 001-11590

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

State of Delaware	**51-0064146**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

909 Silver Lake Boulevard, Dover, Delaware 19904
(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:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock—par value per share $0.4867	CPK	New York Stock Exchange, Inc.

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

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 the 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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

The aggregate market value of the common shares held by non-affiliates of Chesapeake Utilities Corporation as of June 30, 2021, the last business day of its most recently completed second fiscal quarter, based on the last sale price on that date, as reported by the New York Stock Exchange, was approximately $2.1 billion.

The number of shares of Chesapeake Utilities Corporation's common stock outstanding as of February 18, 2022 was 17,657,537

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Chesapeake Utilities Corporation Proxy Statement for the 2022 Annual Meeting of Shareholders are incorporated by reference in Part II and Part III hereof.

CHESAPEAKE UTILITIES CORPORATION

FORM 10-K

YEAR ENDED DECEMBER 31, 2021

TABLE OF CONTENTS

GLOSSARY OF DEFINITIONS

ASC: Accounting Standards Codification issued by the FASB

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

Boulden: Boulden, Inc., an entity from whom we acquired certain propane operating assets

CARES Act: Coronavirus Aid, Relief, and Economic Security Act

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

CDD: Cooling Degree-Day

CFG: Chesapeake Utilities' Central Florida Gas division

CGS: Community Gas Systems

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

Columbia Gas: Columbia Gas Transmission, LLC

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

COVID-19: An infectious disease caused by a discovered coronavirus

CNG: Compressed natural gas

Degree-day: A degree-day is the 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

Diversified Energy: Diversified Energy Company an entity from whom we acquired certain propane operating assets in North Carolina, South Carolina, Virginia, and Pennsylvania

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 subsidiary of Chesapeake OnSight Services, LLC

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

EDI: Equity Diversity and Inclusion

Escambia Meter Station: A natural gas metering station owned by Peninsula Pipeline Company located in Escambia County, Florida

ESG: Environmental, Social and Governance

FASB: Financial Accounting Standards Board

FERC: Federal Energy Regulatory Commission

FGT: Florida Gas Transmission Company

Flo-gas: Flo-gas Corporation, a wholly-owned subsidiary of FPU

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

Guernsey Power Station: Guernsey Power Station, LLC, a partner with Aspire Energy Express in the construction of a power generation facility in Ohio.

GRIP: Gas Reliability Infrastructure Program

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

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

MW: Megawatt, which is a unit of measurement for electric power or capacity

NOL: Net operating losses

NYL: New York Life Investors LLC, an institutional debt investment management firm, with which Chesapeake Utilities entered into a Shelf Agreement and issued Shelf Notes

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

Peoples Gas: Peoples Gas System, an Emera Incorporated subsidiary

PESCO: Peninsula Energy Services Company, Inc., an inactive wholly-owned subsidiary of Chesapeake Utilities

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 $400.0 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: 2013 Stock and Incentive Compensation Plan

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

Transco: Transcontinental Gas Pipe Line Company, LLC

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

U.S.: The United States of America

Western Natural Gas: Western Natural Gas Company, an entity from whom we acquired certain propane operating assets in Jacksonville, Florida and the surrounding communities

PART I

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

Safe Harbor for Forward-Looking Statements

We make statements in this Annual Report on Form 10-K (this "Annual 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*, 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 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 post-retirement 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 the outbreak of 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.

ITEM 1. Business.

Corporate Overview and Strategy

Chesapeake Utilities Corporation is a Delaware corporation formed in 1947 with operations primarily in the Mid-Atlantic region, North Carolina, South Carolina, Florida and Ohio. 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. The Company's growth strategy includes the continued investment and expansion of the Company's 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, the Company creates opportunities to sustain its track record of higher returns, as compared to a traditional utility.

Currently, the Company's 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.**

Operating Segments

We operate within two reportable segments: Regulated Energy and Unregulated Energy. The remainder of our operations is presented as "Other businesses and eliminations." These segments are described below in detail.

Regulated Energy

Overview

Our regulated energy businesses are comprised of natural gas and electric distribution, as well as natural gas transmission services. The following table presents net income for the year ended December 31, 2021 and total assets as of December 31, 2021, by operation and area served:

Operations	Areas Served	Net Income		Total Assets	
(in thousands)					
Natural Gas Distribution					
Delmarva Natural Gas [(1)]	Delaware/Maryland	$	12,283	$	350,196
Florida Natural Gas [(2)]	Florida		16,040		481,573
Natural Gas Transmission					
Eastern Shore	Delaware/Maryland/ Pennsylvania		21,369		482,161
Peninsula Pipeline	Florida		10,898		140,494
Aspire Energy Express	Ohio		119		7,503
Electric Distribution					
FPU	Florida		5,441		167,264
Total Regulated Energy		$	66,150	$	1,629,191

(1) Delmarva Natural Gas consists of Delaware division, Maryland division, Sandpiper Energy and Elkton Gas.
(2) Florida Natural Gas consists of Chesapeake Utilities CFG Division and FPU, and FPU's Ft. Meade and Indiantown divisions.

Revenues in the Regulated Energy segment are based on rates regulated by the PSC in the states in which we operate or, in the case of Eastern Shore, which is an interstate business, by the FERC. The rates are designed to generate revenues to recover all prudent operating and financing costs and provide a reasonable return for our stockholders. Each of our distribution and transmission operations has a rate base, which generally consists of the original cost of the operation's plant, less accumulated depreciation, working capital and other assets. For Delmarva Natural Gas and Eastern Shore, rate base also includes deferred income tax liabilities and other additions or deductions. Our Regulated Energy operations in Florida do not include deferred income tax liabilities in their rate base.

Our natural gas and electric distribution operations bill customers at standard rates approved by their respective state PSC. Each state PSC allows us to negotiate rates, based on approved methodologies, for large customers that can switch to other fuels. Some of our customers in Maryland receive propane through underground distribution systems in Worcester County. We bill these customers under PSC-approved rates and include them in the natural gas distribution results and customer statistics.

Our natural gas and electric distribution operations earn profits on the delivery of natural gas or electricity to customers. The cost of natural gas or electricity that we deliver is passed through to customers under PSC-approved fuel cost recovery mechanisms. The mechanisms allow us to adjust our rates on an ongoing basis without filing a rate case to recover changes in the cost of the natural gas and electricity that we purchase for customers. Therefore, while our distribution operating revenues fluctuate with the cost of natural gas or electricity we purchase, our distribution adjusted gross margin (which we define as operating revenues less purchased gas or electricity cost) is generally not impacted by fluctuations in the cost of natural gas or electricity.

Our natural gas transmission operations bill customers under rate schedules approved by the FERC or at rates negotiated with customers.

Acquisition of Elkton Gas

In July 2020, we closed on the acquisition of Elkton Gas, which provides natural gas distribution service to approximately 7,000 residential and commercial customers within a franchised area of Cecil County, Maryland. See *Item 8, Financial Statements and Supplementary Data* (Note 4, *Acquisitions* in the consolidated financial statements) for further information. The results of Elkton Gas are now included within our Delmarva Natural Gas distribution operations.

Operational Highlights

The following table presents operating revenues, volumes and the average number of customers by customer class for our natural gas and electric distribution operations for the year ended December 31, 2021:

	Delmarva Natural Gas Distribution		Florida Natural Gas Distribution [2]		FPU Electric Distribution	
Operating Revenues *(in thousands)*						
Residential	$ 73,539	61 %	$ 41,460	31 %	$ 37,594	48 %
Commercial	37,507	31 %	34,834	26 %	34,591	44 %
Industrial	9,160	8 %	47,418	35 %	2,105	3 %
Other [1]	1,289	<1%	10,897	8 %	4,010	5 %
Total Operating Revenues	$ 121,495	100 %	$ 134,609	100 %	$ 78,300	100 %
Volumes *(in Dts for natural gas/KW Hours for electric)*						
Residential	4,475,634	30 %	2,024,286	5 %	304,236	49 %
Commercial	4,209,015	28 %	6,270,574	14 %	305,121	49 %
Industrial	6,158,412	40 %	33,945,702	74 %	15,361	2 %
Other	313,791	2 %	3,418,989	7 %	—	— %
Total Volumes	15,156,852	100 %	45,659,551	100 %	624,718	100 %
Average Number of Customers [3]						
Residential	87,697	92 %	81,635	91 %	25,347	78 %
Commercial	7,808	8 %	5,684	6 %	7,328	22 %
Industrial	209	<1%	2,540	3 %	2	<1%
Other	5	<1%	6	<1%	—	— %
Total Average Number of Customers	95,719	100 %	89,865	100 %	32,677	100 %

[1] Operating Revenues from "Other" sources include revenue, unbilled revenue, under (over) recoveries of fuel cost, conservation revenue, other miscellaneous charges, fees for billing services provided to third parties, and adjustments for pass-through taxes.
[2] Florida natural gas distribution includes Chesapeake Utilities' Central Florida Gas division, FPU and FPU's Indiantown and Fort Meade divisions.
[3] Average number of customers is based on the twelve-month average for the year ended December 31, 2021.

The following table presents operating revenues, by customer type, for Eastern Shore and Peninsula Pipeline for the year ended December 31, 2021, as well as contracted firm transportation capacity by customer type, and design day capacity at December 31, 2021:

	Eastern Shore		Peninsula Pipeline	
Operating Revenues *(in thousands)*				
Local distribution companies - affiliated [1]	$ 29,214	38 %	$ 23,510	88 %
Local distribution companies - non-affiliated	24,685	32 %	840	3 %
Commercial and industrial - affiliated	—	— %	1,120	4 %
Commercial and industrial - non-affiliated	22,993	30 %	264	1 %
Other [2]	19	<1%	896	4 %
Total Operating Revenues	$ 76,911	100 %	$ 26,630	100 %
Contracted firm transportation capacity *(in Dts/d)*				
Local distribution companies - affiliated	153,295	50 %	306,400	36 %
Local distribution companies - non-affiliated	56,576	18 %	534,825	63 %
Commercial and industrial - affiliated	—	— %	1,500	<1%
Commercial and industrial - non-affiliated	98,540	32 %	5,100	1 %
Total Contracted firm transportation capacity	308,411	100 %	847,825	100 %
Design day capacity *(in Dts/d)*	308,411	100 %	847,825	100 %

[1] Eastern Shore's and Peninsula Pipeline's service to our local distribution affiliates is based on the respective regulator's approved rates and is an integral component of the cost associated with providing natural gas supplies to the end users of those affiliates. We eliminate operating revenues of these entities against the natural gas costs of those affiliates in our consolidated financial information; however, our local distribution affiliates include this amount in their purchased fuel cost and recover it through fuel cost recovery mechanisms.
[2] Operating revenues from "Other" sources are from the rental of gas properties.

Regulatory Overview

The following table highlights key regulatory information for each of our principal Regulated Energy operations. Peninsula Pipeline and Aspire Energy Express are not regulated with regard to cost of service by either the Florida PSC or Ohio PUC respectively, or FERC and is therefore excluded from the table. See Item 8, *Financial Statements and Supplementary Data* (Note 19, *Rates and Other Regulatory Activities*, in the consolidated financial statements) for further discussion on the impact of this legislation on our regulated businesses.

	Natural Gas Distribution							
	Delmarva				Florida		Electric Distribution	Natural Gas Transmission
Operation/Division	Delaware	Maryland	Sandpiper	Elkton Gas [7]	Chesapeake's Florida natural gas division	FPU	FPU	Eastern Shore
Regulatory Agency	Delaware PSC	Maryland PSC			Florida PSC			FERC
Effective date - Last Rate Order	01/01/2017	12/1/2007	12/01/2019	02/07/2019	01/14/2010	01/14/2010[1]	10/8/2020	08/01/2017
Rate Base (In Rates) (In Millions)	Not stated	Not stated	Not stated	Not stated	$46.7	$68.9	$24.9	Not stated
Annual Rate Increase Approved (in Millions)	$2.3	$0.6	N/A[2]	$0.1	$2.5	$8.0	$3.4 base rate and $7.7 from storm surcharge	$9.8
Capital Structure (in rates)[3]	Not stated	LTD: 42% STD: 5% Equity: 53%	Not stated	LTD: 50% Equity: 50%	LTD: 31% STD: 6% Equity: 43% Other: 20%	LTD: 31% Equity: 47% Other: 22%	LTD: 22% STD: 23% Equity: 55%	Not stated
Allowed Return on Equity	9.75% [4]	10.75%[4]	Not stated [5]	9.80%	10.80%[4]	10.85%[4]	10.25%[4],[6]	Not stated
TJCA Refund Status associated with customer rates	Refunded	Refunded	Refunded	N/A	Retained	Retained	Refunded	Refunded

[1] The effective date of the order approving the settlement agreement, which adjusted the rates originally approved on June 4, 2009.
[2] The Maryland PSC approved a declining return on equity that will result in a decline in our rates.
[3] Other components of capital structure include customer deposits, deferred income taxes and tax credits.
[4] Allowed after-tax return on equity.
[5] The terms of the agreement include revenue neutral rates for the first year (December 1, 2016 through November 30, 2017), followed by a schedule of rate reductions in subsequent years based upon the projected rate of propane to natural gas conversions.
[6] The terms of the settlement agreement for the FPU electric division limited proceeding with the Florida PSC prescribed an authorized return on equity range of 9.25 to 11.25 percent, with a mid-point of 10.25 percent.
[7] The rate increase and allowed return on equity for Elkton Gas were approved by the Maryland PSC before we acquired the company.
*LTD-Long-term debt; STD-Short-term debt.

In October 2018, Hurricane Michael passed through FPU's electric distribution operation's service territory in Northwest Florida and caused widespread and severe damage to FPU's infrastructure resulting in the loss of electric service to 100 percent of its customers in the Northwest Florida service territory. FPU expended more than $65.0 million to restore service, which was recorded as new plant and equipment, charged against FPU's accumulated depreciation or charged against FPU's storm reserve.

In late 2019, the Florida PSC approved an interim rate increase, subject to refund, effective January 1, 2020, associated with the restoration effort following Hurricane Michael. We fully reserved these interim rates, pending a final resolution and settlement of the limited proceeding. In September 2020, the Florida PSC approved a settlement agreement between FPU and the Office of the Public Counsel regarding final cost recovery and rates associated with Hurricane Michael. The settlement agreement allowed us to: (a) refund the over-collection of interim rates through the fuel clause; (b) record regulatory assets for storm costs in the amount of $45.8 million including interest which will be amortized over six years; (c) recover these storm costs through a surcharge totaling $7.7 million annually; and (d) collect an annual increase in revenue of $3.3 million to recover capital costs associated with new plant investments and a regulatory asset for the cost of removal and unrecovered plant costs. The new base rates and storm surcharge were effective on November 1, 2020.

In September 2019, FPU filed a petition, with the Florida PSC, for approval of its consolidated electric depreciation rates. The petition was joined to the Hurricane Michael docket, and was approved at the Florida PSC Agenda in September 2020. The approved rates were retroactively applied effective January 1, 2020. See *Item 8, Financial Statements and Supplementary Data* (Note 19, *Rates and Other Regulatory Activities*, in the consolidated financial statements) for further information.

The following table presents surcharge and other mechanisms that have been approved by the respective PSC for our regulated energy distribution businesses. These include Delaware surcharges to expand natural gas service in its service territory as well as for the conversion of propane distribution systems to natural gas, Maryland's surcharges to fund natural gas conversions and system improvements in Worcester County, Florida's GRIP surcharge which provides accelerated recovery of the costs of replacing older portions of the natural gas distribution system to improve safety and reliability and the Florida electric distribution operation's limited proceeding which allowed recovery of storm-related costs.

Operation(s)/Division(s)	Jurisdiction	Infrastructure mechanism	Revenue normalization
Delaware division	Delaware	Yes	No
Maryland division	Maryland	No	Yes
Sandpiper Energy	Maryland	Yes	Yes
Elkton Gas	Maryland	Yes	Yes
FPU and Central Florida Gas natural gas divisions	Florida	Yes	No
FPU electric division	Florida	Yes	No

Weather

Weather variations directly influence the volume of natural gas and electricity sold and delivered to residential and commercial customers for heating and cooling and changes in volumes delivered impact the revenue generated from these customers. Natural gas volumes are highest during the winter months, when residential and commercial customers use more natural gas for heating. Demand for electricity is highest during the summer months, when more electricity is used for cooling. We measure the relative impact of weather using degree-days. A degree-day is the measure of the variation in the weather based on the extent to which the average daily temperature falls above or below 65 degrees Fahrenheit. Each degree of temperature below 65 degrees Fahrenheit is counted as one heating degree-day, and each degree of temperature above 65 degrees Fahrenheit is counted as one cooling degree-day. Normal heating and cooling degree-days are based on the most recent 10-year average.

Competition

Natural Gas Distribution

While our natural gas distribution operations do not compete directly with other distributors of natural gas for residential and commercial customers in our service areas, we do compete with other natural gas suppliers and alternative fuel providers for sales to industrial customers. Large customers could bypass our natural gas distribution systems and connect directly to intrastate or interstate transmission pipelines, and we compete in all aspects of our natural gas business with alternative energy sources, including electricity, oil, propane and renewables. The most effective means to compete against alternative fuels are lower prices, superior reliability and flexibility of service. Natural gas historically has maintained a price advantage in the residential, commercial and industrial markets, and reliability of natural gas supply and service has been excellent. In addition, we provide flexible pricing to our large customers to minimize fuel switching and protect these volumes and their contributions to the profitability of our natural gas distribution operations.

Natural Gas Transmission

Our natural gas transmission business competes with other interstate and intrastate pipeline companies to provide service to large industrial, generation and distribution customers, primarily in the northern portion of the Delmarva Peninsula and in Florida. Our transmission business in Ohio, Aspire Energy Express, services one client, Guernsey Power Station, to which it is the sole supplier.

Electric Distribution

While our electric distribution operations do not compete directly with other distributors of electricity for residential and commercial customers in our service areas, we do compete with other electricity suppliers and alternative fuel providers for sales to industrial customers. Some of our large industrial customers may be capable of generating their own electricity, and we structure rates, service offerings and flexibility to retain these customers in order to retain their business and contributions to the profitability of our electric distribution operations.

Supplies, Transmission and Storage

Natural Gas Distribution

Our natural gas distribution operations purchase natural gas from marketers and producers and maintain contracts for transportation and storage with several interstate pipeline companies to meet projected customer demand requirements. We believe that our supply and capacity strategy will adequately meet our customers' needs over the next several years and we will continue to adapt our supply strategy to meet projected growth in customer demand within our service territories.

The Delmarva natural gas distribution systems are directly connected to Eastern Shore's pipeline, which has connections to other pipelines that provide us with transportation and storage. These operations can also use propane-air and liquefied natural gas peak-shaving equipment to serve customers. In March 2020, 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, 2020 and expire on March 31, 2023. Our Delmarva operations receive a fee, which we share with our customers, from the asset manager, who optimizes the transportation, storage and natural gas supply for these operations.

Our Florida natural gas distribution operation uses Peninsula Pipeline and Peoples Gas to transport natural gas where there is no direct connection with FGT. In November 2020, FPU natural gas distribution and Eight Flags entered into separate 10-year asset management agreements with Emera Energy Services, Inc. to manage their natural gas transportation capacity. An agreement with Florida Southeast Connection LLC commenced in June 2020 for additional service to Palm Beach County for an initial term through December 2044.

A summary of our pipeline capacity contracts follows:

Division	Pipeline	Maximum Daily Firm Transportation Capacity (Dts)	Contract Expiration Date
Delmarva Natural Gas Distribution	Eastern Shore	151,026	2022-2035
	Columbia Gas[(1)]	5,246	2023-2024
	Transco[(1)]	30,419	2022-2028
	TETLP[(1)]	50,000	2027
Florida Natural Gas Distribution	Gulfstream[(2)]	10,000	2022
	FGT	45,909 - 77,317	2023-2041
	Peninsula Pipeline	306,400	2033-2048
	Peoples Gas	12,660	2022-2024
	Florida Southeast Connection LLC	5,000	2044
	Southern Natural Gas Company	1,750	2030

(1) Transco, Columbia Gas and TETLP are interstate pipelines interconnected with Eastern Shore's pipeline
(2) Pursuant to a capacity release program approved by the Florida PSC, all of the capacity under this agreement has been released to various third parties. Under the terms of these capacity release agreements, Chesapeake Utilities is contingently liable to Gulfstream should any party, that acquired the capacity through release, fail to pay the capacity charge.

Eastern Shore has three agreements with Transco for a total of 7,292 Dts/d of firm daily storage injection and withdrawal entitlements and total storage capacity of 288,003 Dts. These agreements expire in March 2023. Eastern Shore retains these firm storage services in order to provide swing transportation service and firm storage service to customers requesting such services.

Aspire Energy Express, our Ohio intrastate pipeline subsidiary, entered into a precedent agreement for firm transportation capacity with Guernsey Power Station, who is currently constructing a power generation facility. Aspire Energy Express will provide 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 to the power generation facility in the fourth quarter of 2021 and expects to begin billing for transportation services in the first quarter of 2022.

Electric Distribution

Our Florida electric distribution operation purchases wholesale electricity under the power supply contracts summarized below:

Area Served by Contract	Counterparty	Contracted Amount (MW)	Contract Expiration Date
Northwest Florida	Gulf Power Company	Full Requirement*	2026
Northeast Florida	Florida Power & Light Company	Full Requirement*	2026
Northeast Florida	Eight Flags	21	2036
Northeast Florida	Rayonier	1.7 to 3.0	2036
Northeast Florida	WestRock Company	As-available	N/A

*The counter party is obligated to provide us with the electricity to meet our customers' demand, which may vary.

Unregulated Energy

Overview

The following table presents net income for the year ended December 31, 2021 and total assets as of December 31, 2021, for our Unregulated Energy segment by operation and area served:

Operations	Area Served	Net Income	Total Assets
(in thousands)			
Propane Operations (Sharp, Diversified Energy, FPU and Flo-gas) [1]	Delaware, Maryland, Virginia, Pennsylvania, North Carolina, South Carolina, Florida	$ 11,651	$ 197,340
Energy Transmission (Aspire Energy)	Ohio	3,060	141,473
Energy Generation (Eight Flags)	Florida	1,900	38,060
Marlin Gas Services	The Eastern U.S.	370	61,567
Total		$ 16,981	$ 438,440

(1) Includes results and total assets for Western Natural Gas, which we acquired in October 2020. See *Item 8, Financial Statements and Supplementary Data* (Note 4, *Acquisitions* in the consolidated financial statements) for further information.

Propane Operations

Our propane operations sell propane to residential, commercial/industrial, wholesale and AutoGas customers, in the Mid-Atlantic region, North Carolina, South Carolina and Florida, through Sharp Energy, Inc., Sharpgas, Inc., Diversified Energy, FPU and Flo-gas. We deliver to and bill our propane customers based on two primary customer types: bulk delivery customers and metered customers. Bulk delivery customers receive deliveries into tanks at their location. We invoice and record revenues for these customers at the time of delivery. Metered customers are either part of an underground propane distribution system or have a meter installed on the tank at their location. We invoice and recognize revenue for these customers based on their consumption as dictated by scheduled meter reads. As a member of AutoGas Alliance, we install and support propane vehicle conversion systems for vehicle fleets and provide on-site fueling infrastructure.

Propane Operations - Operational Highlights.

For the year ended December 31, 2021, operating revenues, volumes sold and average number of customers by customer class for our propane operations were as follows:

	Operating Revenues (in thousands)[2]		Volumes (in thousands of gallons)[2]		Average Number of Customers [1][2]	
Residential bulk	$ 40,002	28 %	14,326	21 %	44,866	65 %
Residential metered	17,095	12 %	5,894	9 %	17,486	25 %
Commercial bulk	31,695	22 %	17,124	25 %	6,327	10 %
Commercial metered	1,764	1 %	641	1 %	234	<1%
Wholesale	30,965	22 %	26,762	39 %	48	<1%
AutoGas	5,678	4 %	3,652	5 %	92	<1%
Other [3]	14,883	11 %	—	— %	—	— %
Total	$ 142,082	100 %	68,399	100 %	69,053	100 %

[1] Average number of customers is based on a twelve-month average for the year ended December 31, 2021.
[2] Operating revenues, volumes and average customer includes those for Diversified Energy that was acquired in December 2021. See *Item 8, Financial Statements and Supplementary Data* (Note 4, *Acquisitions* in the consolidated financial statements) for further information.
[3] Operating revenues from "Other" sources include revenues from customer loyalty programs; delivery, service and appliance fees; and unbilled revenues.

Competition

Our propane operations compete with national and local independent companies primarily on the basis of price and service. Propane is generally a cheaper fuel for home heating than oil and electricity but more expensive than natural gas. Our propane operations are largely concentrated in areas that are not currently served by natural gas distribution systems.

Supplies, Transportation and Storage

We purchase propane from major oil companies and independent natural gas liquids producers. Propane is transported by truck and rail to our bulk storage facilities in Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina and Florida which have a total storage capacity of 8.9 million gallons. Deliveries are made from these facilities by truck to tanks located on customers' premises or to central storage tanks that feed our underground propane distribution systems. While propane supply has traditionally been adequate, significant fluctuations in weather, closing of refineries and disruption in supply chains, could cause temporary reductions in available supplies.

Weather

Propane revenues are affected by seasonal variations in temperature and weather conditions, which directly influence the volume of propane used by our customers. Our propane revenues are typically highest during the winter months when propane is used for heating. Sustained warmer-than-normal temperatures will tend to reduce propane use, while sustained colder-than-normal temperatures will tend to increase consumption.

Unregulated Energy Transmission and Supply (Aspire Energy)

Aspire Energy owns approximately 2,800 miles of natural gas pipeline systems in 40 counties in Ohio. The majority of Aspire Energy's revenues are derived from long-term supply agreements with Columbia Gas of Ohio and Consumers Gas Cooperative ("CGC"), which together serve more than 22,000 end-use customers. Aspire Energy purchases natural gas to serve these customers from conventional producers in the Marcellus and Utica natural gas production areas. In October 2021, Aspire Energy completed construction of its Noble Road Landfill RNG pipeline project, which began transporting RNG generated from the landfill to Aspire Energy's pipeline system in January of 2022, displacing conventionally produced natural gas. The RNG volume is estimated to represent nearly 10 percent of Aspire Energy's gas gathering volumes in the future. In addition, Aspire Energy earns revenue by gathering and processing natural gas for customers.

For the twelve-month period ended December 31, 2021, Aspire Energy's operating revenues and deliveries by customer type were as follows:

	Operating revenues		Deliveries	
	(in thousands)	% of Total	(in thousands Dts)	% of Total
Supply to Columbia Gas of Ohio	$ 15,062	39 %	2,556	44 %
Supply to CGC	16,111	42 %	1,675	29 %
Supply to Marketers - unaffiliated	4,778	13 %	1,507	26 %
Other (including natural gas gathering and processing)	2,212	6 %	71	1 %
Total	$ 38,163	100 %	5,809	100 %

Energy Generation (Eight Flags)

Eight Flags generates electricity and steam at its CHP plant located on Amelia Island, Florida. The plant is powered by natural gas transported by Peninsula Pipeline and our Florida natural gas distribution operation and produces approximately 21 MW of electricity and 75,000 pounds per hour of steam. Eight Flags sells the electricity generated from the plant to our Florida electric distribution operation and sells the steam to the customer who owns the site on which the plant is located both under separate 20-year contracts.

Marlin Gas Services

Marlin Gas Services is a supplier of mobile CNG and virtual pipeline solutions, primarily to utilities and pipelines. Marlin Gas Services provides temporary hold services, pipeline integrity services, emergency services for damaged pipelines and specialized gas services for customers who have unique requirements. These services are provided by a highly trained staff of drivers and maintenance technicians who safely perform these functions throughout the eastern United States. Marlin Gas Services maintains a fleet of CNG trailers, mobile compression equipment, LNG tankers and vaporizers, and an internally developed patented regulator system which allows for delivery of over 7,000 Dts/d of natural gas. Marlin Gas Services continues to actively expand the territories it serves, as well as leveraging its fleet of equipment and patented technologies to serve liquefied natural gas and RNG market needs.

Environmental Matters

See *Item 8, Financial Statements and Supplementary Data* (see Note 20, *Environmental Commitments and Contingencies*, in the consolidated financial statements).

Human Capital Initiatives

Our success is the direct result of our employees and our strong culture that fully engages our team and promotes equity, diversity, inclusion, integrity, accountability and reliability. We believe that a combination of diverse team members and an inclusive culture contributes to the success of our Company and to enhanced societal advancement. Each employee is a valued member of our team bringing a diverse perspective to help grow our business and achieve our goals. Our tradition of serving employees, customers, investors, partners and communities is at the core of our culture. Among the ongoing initiatives across our enterprise, we highlight below the importance of our team, as well as our response to the COVID-19 pandemic, our culture of safety, and our environmental, social and governance stewardship.

Our Team Drives Our Performance

Our employees are the key to our success. Our leadership and human resources teams are responsible for attracting and retaining top talent. In 2021, the Company hired a new Chief Human Resources Officer, with expertise in diverse candidate recruitment, to ensure that we continue to expand our candidate pools to better reflect the diverse demographics of the communities we serve.

Throughout our organization, we seek to promote from within, reviewing strategic positions regularly and identifying potential internal candidates to fill those positions, evaluating critical job skill sets to identify competency gaps and creating developmental plans to facilitate employee professional growth. We provide training and development programs as well as tuition reimbursement to promote continued professional growth.

As of December 31, 2021, we had a total of 1,007 employees, 110 of whom are union employees represented by two labor unions: the International Brotherhood of Electrical Workers and the United Food and Commercial Workers Union. The collective bargaining agreements with these labor unions expire in 2022. We consider our relationships with employees, including those covered by collective bargaining agreements, to be in good standing. We provide a competitive Total Rewards package for our employees including health insurance coverage, wellness initiatives, retirement savings benefits, paid time off, employee assistance programs, educational and tuition reimbursement, competitive pay, career growth opportunities, paid volunteer time, and a culture of recognition. In 2021, the Company was recognized as a Top Workplace for the tenth consecutive year. These honors were based entirely on feedback from employees who were surveyed by the research firm 'Energage'. In early 2022, the Company was recognized nationally as a 2022 Top Workplace USA recipient among mid-sized companies for the second consecutive year. These recognitions are a testament to our employees' commitment to excellence. Our employees are the backbone of our continued growth and success.

In 2020, we enhanced our diversity initiatives and established an Equity, Diversity and Inclusion ("EDI") Council. The Council recommends and promotes our EDI strategy, advises employee resource groups ("ERGs") and works with our operating units and support teams on EDI initiatives. The EDI Council's charter includes the following objectives:

- Build a more diverse and inclusive workforce
- Promote a culture of understanding, equality and inclusion
- Educate employees about the benefits of diversity at Chesapeake Utilities
- Support community programs and organizations that are diverse and inclusive
- Provide guidance on EDI matters for the Company

The Chesapeake Utilities EDI Council includes members of our leadership team, the chairs of each of our ERGs and other individuals in key support roles. The CEO receives a regular report on the achievements of the EDI Council, strategic direction of initiatives, resource needs and issues that require policy decisions or other actions.

In 2021, there were six active ERGs meeting throughout the Company. Early in 2022, two new ERGs were added. ERGs are voluntary, employee-led groups that focus on shared identities, affinities and experiences and seek to apply those perspectives to initiatives that create value throughout the Company. The ERGs support the members' personal growth and professional development, and help develop learning programs and community service opportunities throughout the Company. ERGs also help foster a sense of belonging by creating a deep and intentional community that extends beyond an employee's day-to-day team and colleagues into a companywide network.

COVID-19 Response

In March 2020, the United States declared a national emergency in response to the COVID-19 pandemic. 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 into 2021. Chesapeake Utilities is considered an "essential business," which has allowed us to continue operational activities and construction projects while adhering to the social distancing restrictions that were in place.

Throughout 2021, restrictions continued to be lifted as vaccines have become widely available in the United States. For example, the state of emergency in Florida was terminated in May 2021 followed by Delaware and Maryland in July 2021, resulting in reduced restrictions. The expiration of the states of emergency in our service territories, along with the settlement of our limited proceeding in Florida, has concluded our ability to defer incremental pandemic related costs for consideration through the applicable regulatory process.

We have been closely following the legal process related to the Occupational Safety and Health Administration (OSHA) Emergency Temporary Standard (ETS) mandating that all employers, with 100 or more employees, require COVID-19 vaccinations or weekly testing, which made its way to the United States Supreme Court. While OSHA has withdrawn the ETS as a temporary standard following the Supreme Court's ruling, we will continue to monitor its status as a proposed rule. In light of the continued emergence and growing prevalence of the new variants of COVID-19, such as the Omicron variant, we continue to operate under our pandemic response plan, monitor developments affecting employees, customers, suppliers, and stockholders and take all precautions warranted to operate safely and to comply with the CDC and OSHA standards, in order to protect our employees, customers and the communities we serve. We continue to hold regular companywide all employee calls and leadership meetings with our President and CEO to discuss, among other things, matters pertaining to COVID-19, in addition to distributing frequent, routine communications updates. The Company's Board met regularly and virtually, throughout 2021, and received updates on the Company's actions related to COVID-19, the Company's safety protocols, and ongoing monitoring, including updates on the Company's COVID-19 Human Resources Taskforce's priorities and current employee health statistics, and the Company's risk posture.

Workplace Safety
We believe that there is nothing more important than the safety of our team, our customers and our communities. We are committed to ensuring safety is at the center of our culture and the way we do business. The importance of safety is exhibited throughout the entire organization, with the direction and tone set by both our Board and our President and CEO, and including required attendance at monthly safety meetings, routine safety training and the inclusion of safety moments at key team meetings.

To maintain safety as a priority, our employees remain committed and work together to ensure that our plans, programs, policies and behaviors are aligned with our aspirations as a Company. The achievement of superior safety performance is both an important short-term and long-term strategic initiative in managing our operations. In November 2020, we announced the completion of our state-of-the art training facility in Dover, Delaware. 'Safety Town' now serves as a resource for training our employees who build, maintain and operate our natural gas infrastructure, offering hands-on training and fully immersive, on-the-job field experiences. First responders and other community partners also benefit from the simulated environment and conditions they could encounter as they enter homes in the community. We are excited to start construction of a second 'Safety Town' facility in Florida in 2022.

Environmental, Social and Governance Stewardship ("ESG")
Consistent with our culture of teamwork, the broad responsibility of ESG stewardship is supported across our organization by the dedication and efforts of our Board of Directors and its Committees, as well as the entrepreneurship and dedication of our team. As stewards of long-term enterprise value, the Board of Directors is committed to overseeing the sustainability of the Company and its safety and operational compliance practices, and to promoting equity, diversity and inclusion that reflects the diverse communities we serve. The Corporate Governance Committee oversees our ESG activities and initiatives to continue enhancing our culture of sustainability and corporate governance practices. The Audit Committee oversees the integrity of our financial statements and financial reporting process, our risk exposure, and implementation and effectiveness of our risk management programs. The Compensation Committee promotes a culture of equity, diversity and inclusion and contributes to the ability to attract, retain, develop and motivate both at the executive level and throughout the organization. Finally, the Investment Committee assists the Board of Directors with evaluating investments pursuant to or in support of our growth strategy, both organically and through acquisitions, including renewable natural gas and other sustainable initiatives.

Information About Executive Officers

Set forth below are the names, ages, and positions of our executive officers with their recent business experience. The age of each officer is as of the filing date of this Annual Report.

Name	Age	Executive Officer Since	Offices Held During the Past Five Years
Jeffry M. Householder	64	2010	President (January 2019 - present) Chief Executive Officer (January 2019 - present) Director (January 2019 - present) President of FPU (June 2010 - February 2019)
Beth W. Cooper	55	2005	Executive Vice President (February 2019 - present) Chief Financial Officer (September 2008 - present) Senior Vice President (September 2008 - February 2019) Assistant Corporate Secretary (March 2015 - present)
James F. Moriarty	64	2015	Executive Vice President (February 2019 - present) General Counsel & Corporate Secretary (March 2015 - present) Chief Policy and Risk Officer (February 2019 - present) Senior Vice President (February 2017 - February 2019) Vice President (March 2015 - February 2017)
Kevin J. Webber	63	2010	Chief Development Officer (January 2022 - present) Senior Vice President (February 2019 - present) President FPU (February 2019 - December 2019) Vice President Gas Operations and Business Development Florida Business Units (July 2010 - February 2019)
Jeffrey S. Sylvester	52	2019	Chief Operating Officer (January 2022 - present) Senior Vice President (December 2019 - present) Vice President Black Hills Energy (October 2012 - December 2019)

Available Information on Corporate Governance Documents

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other reports and amendments to these reports that we file with or furnish to the SEC at their website, *www.sec.gov*, are also available free of charge at our website, *www.chpk.com*, as soon as reasonably practicable after we electronically file these reports with, or furnish these reports to the SEC. The content of this website is not part of this Annual Report.

In addition, the following documents are available free of charge on our website, *www.chpk.com*:

- Business Code of Ethics and Conduct applicable to all employees, officers and directors;
- Code of Ethics for Financial Officers;
- Corporate Governance Guidelines; and
- Charters for the Audit Committee, Compensation Committee, Investment Committee, and Corporate Governance Committee of the Board of Directors.

Any of these reports or documents may also be obtained by writing to: Corporate Secretary; c/o Chesapeake Utilities Corporation, 500 Energy Lane Suite 100, Dover, DE 19904.

ITEM 1A. RISK FACTORS.

The following is a discussion of the primary factors that may affect the operations and/or financial performance of our regulated and unregulated energy businesses. Refer to the section entitled *Item 7, Management's Discussion and Analysis of Financial Condition and Results of Operations* of this Annual Report for an additional discussion of these and other related factors that affect our operations and/or financial performance.

FINANCIAL RISKS

Instability and volatility in the financial markets could negatively impact access to capital at competitive rates, which could affect our ability to implement our strategic plan, undertake improvements and make other investments required for our future growth.

Our business strategy includes the continued pursuit of growth and requires capital investment in excess of cash flow from operations. As a result, the successful execution of our strategy is dependent upon access to equity and debt at reasonable costs. Our ability to issue new debt and equity capital and the cost of equity and debt are greatly affected by our financial performance and the conditions of the financial markets. In addition, our ability to obtain adequate and cost-effective debt depends on our credit ratings. A downgrade in our current credit ratings could negatively impact our access to and cost of debt. If we are not able to access capital at competitive rates, our ability to implement our strategic plan, undertake improvements and make other investments required for our future growth may be limited.

Fluctuations in propane gas prices could negatively affect results of operations.

We adjust the price of the propane we sell based on changes in our cost of purchasing propane. However, if the market does not allow us to increase propane sales prices to compensate fully for fluctuations in purchased propane costs, our results of operations and cash flows could be negatively affected.

If we fail to comply with our debt covenant obligations, we could experience adverse financial consequences that could affect our liquidity and ability to borrow funds.

Our long-term debt obligations and the Revolver contain financial covenants related to debt-to-capital ratios and interest-coverage ratios. Failure to comply with any of these covenants could result in an event of default which, if not cured or waived, could result in the acceleration of outstanding debt obligations or the inability to borrow under certain credit agreements. Any such acceleration could cause a material adverse change in our financial condition. As of December 31, 2021, we were in compliance with all of our covenants.

Increases in interest rates may adversely affect our results of operations and cash flows.

Increases in interest rates could increase the cost of future debt issuances. Absent recovery of the higher debt cost in the rates we charge our utility customers, our earnings could be adversely affected. Increases in short-term interest rates could negatively affect our results of operations, which depend on short-term debt to finance accounts receivable and storage gas inventories and to temporarily finance capital expenditures. Reference should be made to *Item 7A, Quantitative and Qualitative Disclosures about Market Risk* for additional information.

Current market conditions could adversely impact the return on plan assets for FPU's pension plan, which may require significant additional funding.

In 2021, the Company terminated the Chesapeake Utilities pension plan. The FPU pension plan is closed to new employees, and the future benefits are frozen. The costs of providing benefits and related funding requirements of the FPU plan is subject to changes in the market value of the assets that fund the plan and the discount rates used to estimate the pension benefit obligations. The funded status of the plans and the related costs reflected in our financial statements are affected by various factors that are subject to an inherent degree of uncertainty, particularly in the current economic environment. Future losses of asset values and further declines in discount rates may necessitate accelerated funding of the plans to meet minimum federal government requirements and may result in higher pension expense in future years. Adverse changes in the benefit obligations of the FPU pension plan may require us to record higher pension expense and fund obligations earlier than originally planned, which would have an adverse impact on our cash flows from operations, decrease borrowing capacity and increase interest expense.

OPERATIONAL RISKS

We are dependent upon construction of new facilities to support future growth in earnings in our natural gas and electric distribution and natural gas transmission operations.

Construction of new facilities required to support future growth is subject to various regulatory and developmental risks, including but not limited to: (i) our ability to obtain timely certificate authorizations, necessary approvals and permits from regulatory agencies and on terms that are acceptable to us; (ii) potential changes in federal, state and local statutes and regulations, including environmental requirements, that prevent a project from proceeding or increase the anticipated cost of the project; (iii) our inability to acquire rights-of-way or land rights on a timely basis on terms that are acceptable to us;

(iv) lack of anticipated future growth in available natural gas and electricity supply; (v) insufficient customer throughput commitments; and (vi) lack of available and qualified third-party contractors which could impact the timely construction of new facilities.

We operate in a competitive environment, and we may lose customers to competitors.

Natural Gas. Our natural gas transmission and distribution operations compete with interstate pipelines when our customers are located close enough to a competing pipeline to make direct connections economically feasible. Customers also have the option to switch to alternative fuels, including renewable energy sources. Failure to retain and grow our natural gas customer base would have an adverse effect on our financial condition, cash flows and results of operations.

Electric. Our Florida electric distribution business has remained substantially free from direct competition from other electric service providers but does face competition from other energy sources. Changes in the competitive environment caused by legislation, regulation, market conditions, or initiatives of other electric power providers, particularly with respect to retail electric competition, could adversely affect our results of operations, cash flows and financial condition.

Propane. Our propane operations compete with other propane distributors, primarily on the basis of service and price. Our ability to grow the propane operations business is contingent upon capturing additional market share, expanding into new markets, and successfully utilizing pricing programs that retain and grow our customer base. Failure to retain and grow our customer base in our propane operations would have an adverse effect on our results of operations, cash flows and financial condition.

Fluctuations in weather may cause a significant variance in our earnings.

Our natural gas distribution, propane operations and natural gas transmission operations, are sensitive to fluctuations in weather conditions, which directly influence the volume of natural gas and propane we transport, sell and deliver to our customers. A significant portion of our natural gas distribution, propane operations and natural gas transmission revenue is derived from the sales and deliveries to residential, commercial and industrial heating customers during the five-month peak heating season (November through March). Other than our Maryland natural gas distribution businesses (Maryland division, Sandpiper Energy and Elkton Gas) which have revenue normalization mechanisms, if the weather is warmer than normal, we sell and deliver less natural gas and propane to customers, and earn less revenue, which could adversely affect our results of operations, cash flows and financial condition. Likewise, if the weather is colder than normal, we sell and deliver more natural gas and propane to customers, and earn more revenue, which could positively affect our results of operations, cash flows and financial condition. Variations in weather from year to year can cause our results of operations, cash flows and financial condition to vary accordingly.

Our electric distribution operation is also affected by variations in weather conditions and unusually severe weather conditions. However, electricity consumption is generally less seasonal than natural gas and propane because it is used for both heating and cooling in our service areas.

Natural disasters, severe weather (such as a major hurricane) and acts of terrorism could adversely impact earnings.

Inherent in energy transmission and distribution activities are a variety of hazards and operational risks, such as leaks, ruptures, fires, explosions, sabotage and mechanical problems. Natural disasters and severe weather may damage our assets, cause operational interruptions and result in the loss of human life, all of which could negatively affect our earnings, financial condition and results of operations. Acts of terrorism and the impact of retaliatory military and other action by the United States and its allies may lead to increased political, economic and financial market instability and volatility in the price of natural gas, electricity and propane that could negatively affect our operations. Companies in the energy industry may face a heightened risk of exposure to acts of terrorism, which could affect our results of operations, cash flows and financial condition. The insurance industry may also be affected by natural disasters, severe weather and acts of terrorism; as a result, the availability of insurance covering risks against which we and our competitors typically insure may be limited. In addition, the insurance we are able to obtain may have higher deductibles, higher premiums and more restrictive policy terms, which could adversely affect our results of operations, financial condition and cash flows.

Operating events affecting public safety and the reliability of our natural gas and electric distribution and transmission systems could adversely affect our operations and increase our costs.

Our natural gas and electric operations are exposed to operational events and risks, such as major leaks, outages, mechanical failures and breakdown, operations below the expected level of performance or efficiency, and accidents that could affect public safety and the reliability of our distribution and transmission systems, significantly increase costs and cause loss of customer confidence. If we are unable to recover all or some of these costs from insurance and/or customers through the regulatory process, our results of operations, financial condition and cash flows could be adversely affected.

A security breach disrupting our operating systems and facilities or exposing confidential information may adversely affect our reputation, disrupt our operations and increase our costs.

The cybersecurity risks associated with the protection of our infrastructure and facilities is evolving and increasingly complex. We continue to heavily rely on technological tools that support our business operations and corporate functions while enhancing our security. There are various risks associated with our information technology infrastructure, including hardware and software failure, communications failure, data distortion or destruction, unauthorized access to data, misuse of proprietary or confidential data, unauthorized control through electronic means, cyber-attacks, cyber-terrorism, data breaches, programming mistakes, and other inadvertent errors or deliberate human acts. Further, the U.S. government has issued public warnings that indicate energy assets might be specific targets of cybersecurity threats by foreign sources.

The failure of, or security breaches related to, our information technology infrastructure, could lead to system disruptions or cause facility shutdowns. Any such failure, attack, or security breach could adversely impact our ability to safely and reliably deliver services to our customers through our transmission, distribution, and generation systems, subject to us to reputational and other harm, and subject us to legal and regulatory proceedings and claims and demands from third parties, any of which could adversely affect our business, our earnings, results of operation and financial condition. In addition, the protection of customer, employee and Company data is crucial to our operational security. A breach or breakdown of our systems that results in the unauthorized release of individually identifiable customer or other sensitive data could have an adverse effect on our reputation, results of operations and financial condition and could also materially increase our costs of maintaining our system and protecting it against future breakdowns or breaches. We take reasonable precautions to safeguard our information systems from cyber-attacks and security breaches; however, there is no guarantee that the procedures implemented to protect against unauthorized access to our information systems are adequate to safeguard against all attacks and breaches. We also cannot assure that any redundancies built into our networks and technology, or the procedures we have implemented to protect against cyber-attacks and other unauthorized access to secured data, are adequate to safeguard against all failures of technology or security breaches.

Failure to attract and retain an appropriately qualified employee workforce could adversely affect operations.

Our ability to implement our business strategy and serve our customers depends upon our continuing ability to attract, develop and retain talented professionals and a technically skilled workforce, and transfer the knowledge and expertise of our workforce to new employees as our existing employees retire. Failure to hire and adequately train replacement employees, including the transfer of significant internal historical knowledge and expertise to new employees, or the future availability and cost of contract labor could adversely affect our ability to manage and operate our business. If we were unable to hire, train and retain appropriately qualified personnel, our results of operations could be adversely affected.

A strike, work stoppage or a labor dispute could adversely affect our operations.

We are party to collective bargaining agreements with labor unions at some of our Florida operations. A strike, work stoppage or a labor dispute with a union or employees represented by a union could cause interruption to our operations and our results could be adversely affected.

Mandatory COVID-19 vaccination of employees or testing of employees could impact our workforce and have a material adverse effect on our business and results of operations.

On September 9, 2021, President Biden issued an executive order (the "Executive Order") requiring most employers with U.S. Government contracts to ensure that their U.S.-based employees, contractors, and subcontractors, that work on or in support of U.S. Government contracts, be fully vaccinated by December 8, 2021.This date was later postponed to January 4, 2022, to allow for the final dose of the vaccine to be administered. However, a number of federal district courts enjoined the enforcement of this federal contractor mandate. As such, the federal government cannot, at present, enforce the Executive

Order and its vaccine mandate against federal contractors. The various district court orders enjoining enforcement are being appealed by the federal government.

At this time, it is not possible to predict with certainty the nature and extent to which we will be subject to the Executive Order, or impact the Executive Order will have on us or on our workforce. Additional vaccine mandates may be announced in other jurisdictions in which we operate, or by governmental agencies with which we provide services. Implementation of these requirements by us may result in employee attrition, including attrition of critically skilled labor, absenteeism within our skilled labor force, challenges securing future labor needs, inefficiencies connected to employee turnover, and costs associated with implementation and on-going compliance, which could have a material adverse effect on our business, financial condition and results of operations.

Our businesses are capital-intensive, and the increased costs and/or delays of capital projects may adversely affect our future earnings.

Our businesses are capital-intensive and require significant investments in ongoing infrastructure projects. Our ability to complete our infrastructure projects on a timely basis and manage the overall cost of those projects may be affected by the availability of the necessary materials and qualified vendors. Our future earnings could be adversely affected if we are unable to manage such capital projects effectively, or if full recovery of such capital costs is not permitted in future regulatory proceedings.

Our regulated energy business may be at risk if franchise agreements are not renewed, or new franchise agreements are not obtained, which could adversely affect our future results or operating cash flows and financial condition.

Our regulated natural gas and electric distribution operations hold franchises in each of the incorporated municipalities that require franchise agreements in order to provide natural gas and electricity. Ongoing financial results would be adversely impacted in the event that franchise agreements were not renewed. If we are unable to obtain franchise agreements for new service areas, growth in our future earnings could be negatively impacted.

Slowdowns in customer growth may adversely affect earnings and cash flows.

Our ability to increase revenues in our natural gas, propane and electric distribution businesses is dependent upon growth in the residential construction market, adding new commercial and industrial customers and conversion of customers to natural gas, electricity or propane from other energy sources. Slowdowns in growth may adversely affect our results of operations, cash flows and financial condition.

Energy conservation could lower energy consumption, which would adversely affect our earnings.

Federal and state legislative and regulatory initiatives to promote energy efficiency, conservation and the use of alternative energy sources could lower energy consumption by our customers. In addition, higher costs of natural gas, propane and electricity may cause customers to conserve fuel. To the extent a PSC or the FERC does not allow the recovery through customer rates of higher costs or lower consumption from energy efficiency or conservation, and our propane retail prices cannot be increased due to market conditions, our results of operations, cash flows and financial condition may be adversely affected.

Commodity price increases may adversely affect the operating costs and competitive positions of our natural gas, electric and propane operations, which may adversely affect our results of operations, cash flows and financial condition.

Natural Gas/Electricity. Higher natural gas prices can significantly increase the cost of gas billed to our natural gas customers. Increases in the cost of natural gas and other fuels used to generate electricity can significantly increase the cost of electricity billed to our electric customers. Damage to the production or transportation facilities of our suppliers, which decreases their supply of natural gas and electricity, could result in increased supply costs and higher prices for our customers. Such cost increases generally have no immediate effect on our revenues and net income because of our regulated fuel cost recovery mechanisms. However, our net income may be reduced by higher expenses that we may incur for uncollectible customer accounts and by lower volumes of natural gas and electricity deliveries when customers reduce their consumption. Therefore, increases in the price of natural gas and other fuels can adversely affect our operating cash flows, results of operations and financial condition, as well as the competitiveness of natural gas and electricity as energy sources.

Propane. Propane costs are subject to changes as a result of product supply or other market conditions, including weather, economic and political factors affecting crude oil and natural gas supply or pricing. For example, weather conditions could damage production or transportation facilities, which could result in decreased supplies of propane, increased supply costs and higher prices for customers. Such increases in costs can occur rapidly and can negatively affect profitability. There is no assurance that we will be able to pass on propane cost increases fully or immediately, particularly when propane costs increase rapidly. Therefore, average retail sales prices can vary significantly from year-to-year as product costs fluctuate in response to propane, fuel oil, crude oil and natural gas commodity market conditions. In addition, in periods of sustained higher commodity prices, declines in retail sales volumes due to reduced consumption and increased amounts of uncollectible accounts may adversely affect net income.

Refer to *Item 7A, Quantitative and Qualitative Disclosures about Market Risk* for additional information.

A substantial disruption or lack of growth in interstate natural gas pipeline transmission and storage capacity or electric transmission capacity may impair our ability to meet customers' existing and future requirements.

In order to meet existing and future customer demands for natural gas and electricity, we must acquire sufficient supplies of natural gas and electricity, interstate pipeline transmission and storage capacity, and electric transmission capacity to serve such requirements. We must contract for reliable and adequate upstream transmission capacity for our distribution systems while considering the dynamics of the interstate pipeline and storage and electric transmission markets, our own on-system resources, as well as the characteristics of our markets. Our financial condition and results of operations would be materially and adversely affected if the future availability of these capacities were insufficient to meet future customer demands for natural gas and electricity. Currently, our Florida natural gas operation relies primarily on two pipeline systems, FGT and Peninsula Pipeline, our intrastate pipeline subsidiary for most of its natural gas supply and transmission. Our Florida electric operation secures electricity from external parties. Any continued interruption of service from these suppliers could adversely affect our ability to meet the demands of our customers, which could negatively impact our earnings, financial condition and results of operations.

Our use of derivative instruments may adversely affect our results of operations.

Fluctuating commodity prices may affect our earnings and financing costs because our propane operations use derivative instruments, including forwards, futures, swaps, puts, and calls, to hedge price risk. While we have risk management policies and operating procedures in place to control our exposure to risk, if we purchase derivative instruments that are not properly matched to our exposure, our results of operations, cash flows, and financial condition may be adversely affected.

Our ability to grow our businesses could be adversely affected if we are not successful in making acquisitions or integrating the acquisitions we have completed.

One of our strategies is to grow through acquisitions of complementary businesses. Acquisitions involve a number or risks including, but not limited to, the assumption of material liabilities, the diversion of management's attention from the management of daily operations to the integration of operations, difficulties in the assimilation and retention of employees and difficulties in the assimilation of different cultures and internal controls. Future acquisitions could also result in, among other things, the failure to identify material issues during due diligence, the risk of overpaying for assets, unanticipated capital expenditures, the failure to maintain effective internal control over financial reporting, recording goodwill and other intangible assets at values that ultimately may be subject to impairment charges and fluctuations in quarterly results. There can also be no assurance that our past and future acquisitions will deliver the strategic, financial and operational benefits that we anticipate. The failure to successfully integrate acquisitions could have an adverse effect on our results of operations, cash flows and financial condition.

An impairment of goodwill could result in a significant charge to earnings.

In accordance with GAAP, goodwill is tested for impairment annually or whenever events or changes in circumstances indicate impairment may have occurred. If the testing performed indicates that impairment has occurred, we are required to record an impairment charge for the difference between the carrying value of the goodwill and the implied fair value of the goodwill in the period the determination is made. The testing of goodwill for impairment requires us to make significant estimates about our future performance and cash flows, as well as other assumptions. These estimates can be affected by numerous factors, including: future business operating performance, changes in economic conditions and interest rates, regulatory, industry or market conditions, changes in business operations, changes in competition or changes in technologies. Any changes in key assumptions, or actual performance compared with key assumptions, about our business and its future prospects could affect the fair value of one or more business segments, which may result in an impairment charge.

REGULATORY, LEGAL AND ENVIRONMENTAL RISKS

Regulation of our businesses, including changes in the regulatory environment, may adversely affect our results of operations, cash flows and financial condition.

The Delaware, Maryland and Florida PSCs regulate our utility operations in those states. Eastern Shore is regulated by the FERC. The PSCs and the FERC set the rates that we can charge customers for services subject to their regulatory jurisdiction. Our ability to obtain timely rate increases and rate supplements to maintain current rates of return depends on regulatory approvals, and there can be no assurance that our regulated operations will be able to obtain such approvals or maintain currently authorized rates of return. When earnings from our regulated utilities exceed the authorized rate of return, the respective regulatory authority may require us to reduce our rates charged to customers in the future.

We may face certain regulatory and financial risks related to pipeline safety legislation.

We are subject to a number of legislative proposals at the federal and state level to implement increased oversight over natural gas pipeline operations and facilities to inspect pipeline facilities, upgrade pipeline facilities, or control the impact of a breach of such facilities. Additional operating expenses and capital expenditures may be necessary to remain in compliance. If new legislation is adopted and we incur additional expenses and expenditures, our financial condition, results of operations and cash flows could be adversely affected, particularly if we are not authorized through the regulatory process to recover from customers some or all of these costs and our authorized rate of return.

We are subject to operating and litigation risks that may not be fully covered by insurance.

Our operations are subject to the operating hazards and risks normally incidental to handling, storing, transporting, transmitting and delivering natural gas, electricity and propane to end users. From time to time, we are a defendant in legal proceedings arising in the ordinary course of business. We maintain insurance coverage for our general liabilities in the amount of $52 million, which we believe is reasonable and prudent. However, there can be no assurance that such insurance will be adequate to protect us from all material expenses related to potential future claims for personal injury and property damage or that such levels of insurance will be available in the future at economical prices.

Costs of compliance with environmental laws may be significant.

We are subject to federal, state and local laws and regulations governing environmental quality and pollution control. These evolving laws and regulations may require expenditures over a long period of time to control environmental effects at our current and former operating sites, especially former MGP sites. To date, we have been able to recover, through regulatory rate mechanisms, the costs associated with the remediation of former MGP sites. However, there is no guarantee that we will be able to recover future remediation costs in the same manner or at all. A change in our approved rate mechanisms for recovery of environmental remediation costs at former MGP sites could adversely affect our results of operations, cash flows and financial condition.

Further, existing environmental laws and regulations may be revised, or new laws and regulations seeking to protect the environment may be adopted and be applicable to us. Revised or additional laws and regulations could result in additional operating restrictions on our facilities or increased compliance costs, which may not be fully recoverable. Any such increase in compliance costs could adversely affect our financial condition and results of operations. Compliance with these legal obligations requires us to commit capital. If we fail to comply with environmental laws and regulations, even if such failure is caused by factors beyond our control, we may be assessed civil or criminal penalties and fines, which could impact our financial condition and results of operations. See *Item 8, Financial Statements and Supplementary Data* (see Note 20, *Environmental Commitments and Contingencies*, in the consolidated financial statements).

Unanticipated changes in our tax provisions or exposure to additional tax liabilities could affect our profitability and cash flow.

We are subject to income and other taxes in the U.S. and the states in which we operate. Changes in applicable state or U.S. tax laws and regulations, or their interpretation and application, including the possibility of retroactive effect, could affect our tax expense and profitability. In addition, the final determination of any tax audits or related litigation could be materially different from our historical income tax provisions and accruals. Changes in our tax provision or an increase in our tax liabilities, due to changes in applicable law and regulations, the interpretation or application thereof, future changes in the tax rate or a final determination of tax audits or litigation, could have a material adverse effect on our financial position, results of operations or cash flows.

Our business may be subject in the future to additional regulatory and financial risks associated with global warming and climate change.

There have been a number of federal and state legislative and regulatory initiatives proposed in recent years in an attempt to control or limit the effects of global warming and overall climate change, including greenhouse gas emissions, such as carbon dioxide. The direction of future U.S. climate change regulation is difficult to predict given the potential for policy changes under different Presidential administrations and Congressional leadership. The EPA may or may not continue developing regulations to reduce greenhouse gas emissions. Even if federal efforts in this area slow, states, cities and local jurisdictions may continue pursuing climate regulations. Any laws or regulations that may be adopted to restrict or reduce emissions of greenhouse gases could require us to incur additional operating costs, such as costs to purchase and operate emissions controls, to obtain emission allowances or to pay emission taxes, and reduce demand for our energy delivery services. Federal, state and local legislative initiatives to implement renewable portfolio standards or to further subsidize the cost of solar, wind and other renewable power sources may change the demand for natural gas. We cannot predict the potential impact that such laws or regulations, if adopted, may have on our future business, financial condition or financial results.

Climate changes may impact the demand for our services in the future and could result in more frequent and more severe weather events, which ultimately could adversely affect our financial results.

Significant climatic change creates physical and financial risks for us. Our customers' energy needs vary with weather conditions, primarily temperature and humidity. For residential customers, heating and cooling represent their largest energy use. To the extent weather conditions may be affected by climate change, customers' energy use could increase or decrease depending on the duration and magnitude of any changes. To the extent that climate change adversely impacts the economic health or weather conditions of our service territories directly, it could adversely impact customer demand or our customers' ability to pay. Changes in energy use due to weather variations may affect our financial condition through volatility and/or decreased revenues and cash flows. Extreme weather conditions require more system backups and can increase costs and system stresses, including service interruptions. Severe weather impacts our operating territories primarily through thunderstorms, tornadoes, hurricanes, and snow or ice storms. Weather conditions outside of our operating territories could also have an impact on our revenues and cash flows by affecting natural gas prices. To the extent the frequency of extreme weather events increases, this could increase our costs of providing services. We may not be able to pass on the higher costs to our customers or recover all the costs related to mitigating these physical risks. To the extent financial markets view climate change and emissions of greenhouse gases as a financial risk, this could adversely affect our ability to access capital markets or cause us to receive less favorable terms and conditions in future financings. Our business could be affected by the potential for investigations and lawsuits related to or against greenhouse gas emitters based on the claimed connection between greenhouse gas emissions and climate change, which could impact adversely our business, results of operations and cash flows.

We face risks related to widespread public concerns, including the COVID-19 outbreak.

The actual or perceived effects of a disease outbreak, epidemic, pandemic or similar widespread public health concern, such as COVID-19, could negatively affect our operations, liquidity, financial condition, cash flows and results of operations. The outbreak of COVID-19 has adversely impacted economic activity and conditions worldwide. In particular, efforts to control the spread of COVID-19 led to shutdowns of customer operations and disrupted financial markets and supply chains.

We continue to respond to COVID-19 by taking steps to mitigate the impact of its spread and the potential risks to us. We provide a critical service to our customers, which means that it is paramount that we keep our employees who operate our businesses safe and minimize unnecessary risk of the exposure to COVID-19. We continue to operate under our Pandemic Response Plan that dates back to 2007. This plan guides our emergency response, business continuity, and the precautionary measures we have been taking on behalf of our employees, our customers and the communities we serve. We continue to take extra precautions for our employees who work in the field and for employees who continue to work in our facilities, and we have maintained work from home policies where appropriate. We continue to operate under restricted travel plans, minimize movement between offices, utilize virtual, or on-line work, meetings and events, and employ "social distancing" as directed by the CDC and state and local governments in the areas we serve. We have suspended walk-in customer access to our natural gas, propane and electric offices, and reminded customers of our online and direct mail payment options. We continue to utilize multiple organizational teams and task forces to guide us through ever changing key aspects of this pandemic. We have instituted measures to ensure our supply chains remain open to us; however, there could be global shortages that will impact our maintenance and capital programs that we currently cannot anticipate. We will continue to monitor developments affecting our workforce, our customers and our suppliers, and we will take additional precautions that we determine are necessary in order to mitigate the impacts. We continue to implement measures to ensure that our systems remain functional in order to both serve our operational needs with a remote workforce and keep them running to ensure uninterrupted service to our customers. To date, the crisis has not had a material effect on the Company.

The extent to which COVID-19 impacts our future results, financial position and liquidity will depend on many factors. At the present time, not all of these factors can be predicted, including new information, which may emerge concerning the severity and duration of the pandemic or any subsequent mutations, the actions mandated by governmental authorities to contain COVID-19 and the availability and timing to identified vaccines, among others.

Additional risks and uncertainties not known to us at present, or that we currently deem immaterial, also may affect Chesapeake Utilities. The occurrence of any of these known or unknown risks could have a material adverse impact on our business, financial condition and results of operations.

Our certificate of incorporation and bylaws may delay or prevent a transaction that stockholders would view as favorable.

Our certificate of incorporation and bylaws, as well as Delaware law, contain provisions that could delay, defer or prevent an unsolicited change in control of Chesapeake Utilities, which may negatively affect the market price of our common stock or the ability of stockholders to participate in a transaction in which they might otherwise receive a premium for their shares over the then current market price. These provisions may also prevent changes in management. In addition, our Board of Directors is authorized to issue preferred stock without stockholder approval on such terms as our Board of Directors may determine. Our common stockholders will be subject to, and may be negatively affected by, the rights of any preferred stock that may be issued in the future.

ITEM 1B. UNRESOLVED STAFF COMMENTS.

None.

ITEM 2. Properties.

Offices and other operational facilities

We own or lease offices and other operational facilities in our service territories located in Delaware, Maryland, Virginia, North Carolina, South Carolina, Florida, Pennsylvania and Ohio.

Regulated Energy Segment
The following table presents a summary of miles of assets operated by our natural gas distribution, natural gas transmission and electric business units as of December 31, 2021:

Operations	Miles
Natural Gas Distribution	
Delmarva Natural Gas (Natural gas pipelines)	1,934
Delmarva Natural Gas (Underground propane pipelines)	32
Central Florida Gas and FPU (Natural gas pipelines)	3,030
Natural Gas Transmission	
Eastern Shore	516
Peninsula Pipeline	144
Aspire Energy Express [(1)]	—
Electric Distribution	
FPU	906
Total	**6,562**

(1) Aspire Energy Express had less than 1 mile of natural gas pipeline at December 31, 2021.

Peninsula Pipeline also has a 50 percent jointly owned intrastate transmission pipeline with Seacoast Gas Transmission, LLC ("Seacoast Gas Transmission") in Nassau County, Florida. The 26-mile pipeline will serve growing demand in both Nassau and Duval Counties.

Unregulated Energy Segment
As of December 31, 2021 the following table presents propane storage capacity, miles of underground distribution mains and transmission for our Unregulated Energy Segment operations:

Operations	Gallons or miles
Propane distribution	
Propane storage capacity (gallons in millions)	8.9
Underground propane distribution mains (miles)	198
Unregulated Energy Transmission and gathering (Aspire Energy)	
Natural gas pipelines (miles)	2,800

ITEM 3. Legal Proceedings.

See Note 21, *Other Commitments and Contingencies* in the Consolidated Financial Statements, which is incorporated into Item 3 by reference.

ITEM 4. Mine Safety Disclosures.

Not applicable.

PART II

ITEM 5. Market for the Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities.

Common Stock Dividends and Stockholder Information:

Chesapeake Utilities common stock is traded on the New York Stock Exchange ("NYSE") under the ticker symbol CPK. As of February 18, 2022, we had 2,075 holders of record of our common stock. We declared quarterly cash dividends on our common stock totaling $1.880 per share in 2021 and $1.725 per share in 2020, and have paid a cash dividend to our common stock stockholders for 61 consecutive years. Future dividend payments and amounts are at the discretion of our Board of Directors and will depend on our financial condition, results of operations, capital requirements, and other factors.

Indentures to our long-term debt contain various restrictions which limit our ability to pay dividends. Refer to *Item 8, Financial Statements and Supplementary Data* (see Note 13, *Long-Term Debt,* in the consolidated financial statements) for additional information.

Purchases of Equity Securities by the Issuer

The following table sets forth information on purchases by us or on our behalf of shares of our common stock during the quarter ended December 31, 2021.

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs [2]	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs [2]
October 1, 2021 through October 31, 2021 [1]	431	$ 128.24	—	—
November 1, 2021 through November 30, 2021	—	—	—	—
December 1, 2021 through December 31, 2021	—	—	—	—
Total	431	$ 128.24	—	—

[1] In October 2021, we purchased 431 shares of common stock on the open market for the purpose of reinvesting the dividend on shares held in the Rabbi Trust accounts under the Non-Qualified Deferred Compensation Plan. The Non-Qualified Deferred Compensation Plan is discussed in detail in *Item 8, Financial Statements and Supplementary Data* (see Note 17, *Employee Benefit Plans,* in the consolidated financial statements).

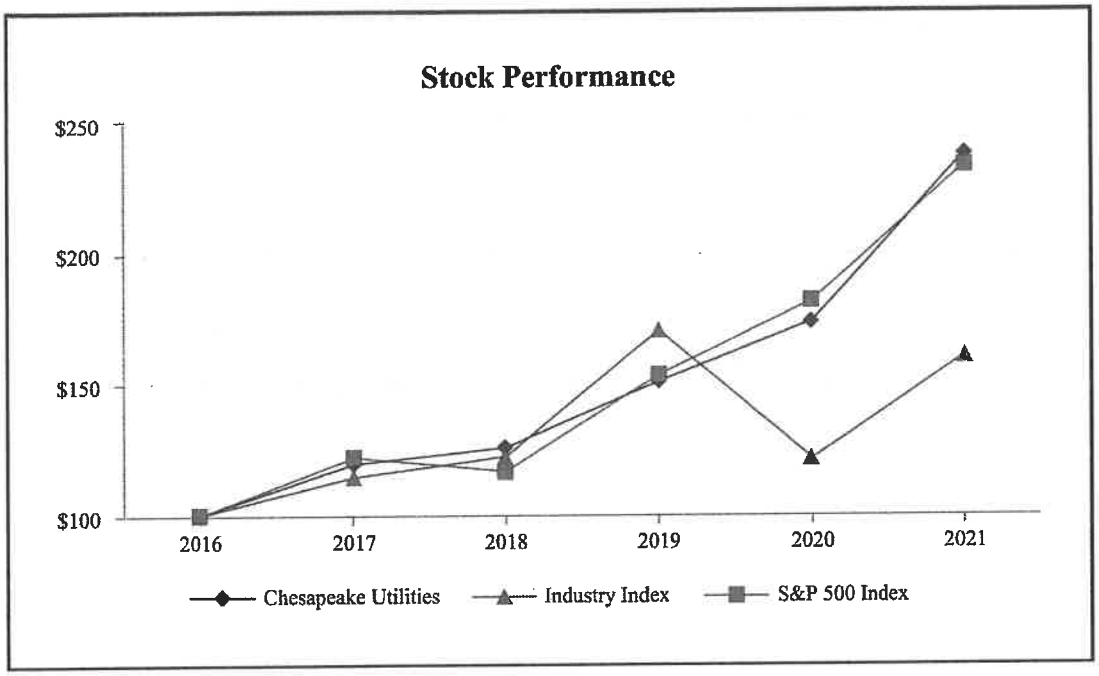
[2] Except for the purpose described in footnote [1], we have no publicly announced plans or programs to repurchase our shares.

Discussion of our compensation plans, for which shares of our common stock are authorized for issuance, is included in the section of our Proxy Statement captioned "Equity Compensation Plan Information" and is incorporated herein by reference.

Common Stock Performance Graph

The stock performance graph and table below compares cumulative total stockholder return on our common stock during the five fiscal years ended December 31, 2021, with the cumulative total stockholder return of the Standard & Poor's 500 Index and the cumulative total stockholder return of select peers, which include the following companies: Atmos Energy Corporation; Black Hills Corporation; New Jersey Resources Corporation; NiSource Inc.; Northwest Natural Holding Company; NorthWestern Corporation; ONE Gas Inc.; RGC Resources, Inc.; South Jersey Industries, Inc.; Spire Inc. and Unitil Corporation.

The comparison assumes $100 was invested on December 31, 2016 in our common stock and in each of the foregoing indices and assumes reinvested dividends. The comparisons in the graph below are based on historical data and are not intended to forecast the possible future performance of our common stock.



	2016	2017	2018	2019	2020	2021
Chesapeake Utilities	$ 100	$ 119	$ 126	$ 151	$ 174	$ 237
Industry Index	$ 100	$ 114	$ 122	$ 170	$ 121	$ 160
S&P 500 Index	$ 100	$ 122	$ 116	$ 153	$ 181	$ 233

ITEM 6. [RESERVED]

ITEM 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

This section provides management's discussion of Chesapeake Utilities and its consolidated subsidiaries, with specific information on results of operations, liquidity and capital resources, as well as discussion of how certain accounting principles affect our financial statements. It includes management's interpretation of our financial results and our operating segments, the factors affecting these results, the major factors expected to affect future operating results as well as investment and financing plans. This discussion should be read in conjunction with our consolidated financial statements and notes thereto in *Item 8, Financial Statements and Supplementary Data*.

Several factors exist that could influence our future financial performance, some of which are described in Item 1A, *Risk Factors*. They should be considered in connection with forward-looking statements contained in this Annual Report, or otherwise made by or on behalf of us, since these factors could cause actual results and conditions to differ materially from those set out in such forward-looking statements.

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 in some capacity throughout all of 2021. Chesapeake Utilities is considered an "essential business," which has allowed us to continue operational activities and construction projects while adhering to the social distancing restrictions that were in place.

Throughout 2021, restrictions continued to be lifted as vaccines have become widely available in the United States. For example, the state of emergency in Florida was terminated in May 2021 followed by Delaware and Maryland in July 2021, resulting in reduced restrictions. The expiration of the states of emergency in our service territories, along with the settlement of our limited proceeding in Florida, has concluded our ability to defer incremental pandemic related costs for consideration through the applicable regulatory process.

We have been closely following the legal process related to the Occupational Safety and Health Administration (OSHA) Emergency Temporary Standard (ETS) mandating that all employers, with 100 or more employees, require COVID-19 vaccinations or weekly testing, which made its way to the United States Supreme Court. While OSHA has withdrawn the ETS as a temporary standard following the Supreme Court's ruling, we will continue to monitor its status as a proposed rule. In light of the continued emergence and growing prevalence of the new variants of COVID-19, such as the Omicron variant, we continue to operate under our pandemic response plan, monitor developments affecting employees, customers, suppliers, and stockholders and take all precautions warranted to operate safely and to comply with the CDC and OSHA standards, in order to protect our employees, customers and the communities we serve. Refer to *Item 8, Financial Statements and Supplementary Data,* Note 19, *Rates and Other Regulatory Activities*, for further information on the potential deferral of incremental expenses associated with COVID-19.

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

The following discussions and those later in the document on operating income and segment results include the use of the term Adjusted Gross Margin which is a non-GAAP measure throughout our discussion on operating results. Adjusted Gross Margin is 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. Adjusted Gross Margin should not be considered an alternative to Gross Margin under U.S. GAAP which is defined as the excess of sales over cost of goods sold. We believe that Adjusted Gross Margin, although a non-GAAP measure, is useful and meaningful to investors as a basis for making investment decisions. It provides investors with information that demonstrates the profitability achieved by us under our allowed rates for regulated energy operations and under our competitive pricing structures for our unregulated energy operations. Our management uses Adjusted Gross Margin as one of the financial measures in assessing our business units' performance. Other companies may calculate Adjusted Gross Margin in a different manner.

The below tables reconcile Gross Margin as defined under GAAP to our non-GAAP measure of Adjusted Gross Margin for the years ended December 31, 2021, 2020 and 2019:

(in thousands)	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
	For the Year Ended December 31, 2021			
Operating Revenues	$ **383,920**	$ **206,869**	$ **(20,821)**	$ **569,968**
Cost of Sales:				
Natural gas, propane and electric costs	(100,737)	(106,900)	20,686	(186,951)
Depreciation & amortization	(48,748)	(13,869)	(44)	(62,661)
Operations & maintenance expense [(1)]	(32,890)	(24,168)	334	(56,724)
Gross Margin (GAAP)	**201,545**	**61,932**	**155**	**263,632**
Operations & maintenance expense [(1)]	32,890	24,168	(334)	56,724
Depreciation & amortization	48,748	13,869	44	62,661
Adjusted Gross Margin (Non-GAAP)	$ **283,183**	$ **99,969**	$ **(135)**	$ **383,017**

(in thousands)	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
	For the Year Ended December 31, 2020			
Operating Revenues	$ **352,746**	$ **152,526**	$ **(17,074)**	$ **488,198**
Cost of Sales:				
Natural gas, propane and electric costs	(91,994)	(62,780)	16,836	(137,938)
Depreciation & amortization	(46,079)	(11,988)	(50)	(58,117)
Operations & maintenance expense [(1)]	(31,237)	(22,914)	298	(53,853)
Gross Margin (GAAP)	**183,436**	**54,844**	**10**	**238,290**
Operations & maintenance expense [(1)]	31,237	22,914	(298)	53,853
Depreciation & amortization	46,079	11,988	50	58,117
Adjusted Gross Margin (Non-GAAP)	$ **260,752**	$ **89,746**	$ **(238)**	$ **350,260**

(in thousands)	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
	For the Year Ended December 31, 2019			
Operating Revenues	$ **343,006**	$ **154,150**	$ **(17,551)**	$ **479,605**
Cost of Sales:				
Natural gas, propane and electric costs	(102,803)	(68,885)	17,187	(154,501)
Depreciation & amortization	(35,227)	(10,130)	(67)	(45,424)
Operations & maintenance expense [(1)]	(30,219)	(22,025)	334	(51,910)
Gross Margin (GAAP)	174,757	53,110	(97)	227,770
Operations & maintenance expense [(1)]	30,219	22,025	(334)	51,910
Depreciation & amortization	35,227	10,130	67	45,424
Adjusted Gross Margin (Non-GAAP)	$ **240,203**	$ **85,265**	$ **(364)**	$ **325,104**

(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.

2021 to 2020 Gross Margin (GAAP) Variance – Regulated Energy

Gross Margin (GAAP) for the Regulated Energy segment for 2021 was $201.5 million, an increase of $18.1 million, or 9.9 percent, compared to 2020. Higher operating gross margin reflects continued pipeline expansions by Eastern Shore and Peninsula Pipeline, organic growth in the natural gas distribution businesses, increased consumption from a return toward pre-pandemic consumption levels and operating results from 2020 and 2021 acquisitions. These increases were partially offset by higher depreciation, amortization related to recent capital investments and acquisitions, increased payroll and benefits costs as well as operating expenses associated with a return toward pre-pandemic conditions.

2020 to 2019 Gross Margin (GAAP) Variance – Regulated Energy

Gross Margin (GAAP) for the Regulated Energy segment for 2020 was $183.4 million, an increase of $8.7 million, or 5.0 percent, compared to 2019. In the fourth quarter of 2020, we established $1.9 million of regulatory assets based on the estimated net incremental expense resulting from the COVID-19 pandemic for our natural gas distribution and electric businesses as currently authorized by the Delaware, Maryland and Florida PSCs. Excluding the estimated unfavorable COVID-19 impacts of $4.2 million for the year, Gross Margin (GAAP) increased $12.9 million as a result of the Hurricane Michael regulatory proceeding settlement, operating results from expansion projects completed by Eastern Shore and Peninsula Pipeline, organic growth in our natural gas distribution businesses, contribution from the Elkton Gas acquisition and additional GRIP investments. These increases were offset by lower customer consumption driven primarily by milder weather; higher depreciation and amortization, including amortization of the regulatory asset associated with the Hurricane Michael regulatory proceeding settlement, new expenses associated with the acquisition of Elkton Gas, and higher other operating expenses.

2021 to 2020 Gross Margin (GAAP) Variance – Unregulated Energy

Gross Margin (GAAP) for the Unregulated Energy segment for 2021 was $61.9 million, an increase of $7.1 million compared to 2020. Higher gross margin is a result of weather that was colder than 2020, higher retail propane margins per gallon and service fees, contributions from the propane acquisitions completed in 2020 and 2021, increased demand for Marlin Gas Services' CNG transportation services and increased customer consumption along with higher rates for Aspire Energy. These increases were partially offset by higher depreciation, amortization and property taxes related to recent capital investments and acquisitions,a return toward pre-pandemic conditions and a general increase in operating expenses to support growth in the business.

2020 to 2019 Gross Margin (GAAP) Variance – Unregulated Energy

Gross Margin (GAAP) for the Unregulated Energy segment for 2020 was $54.8 million, an increase of $1.7 million compared to 2019. Excluding the estimated COVID-19 impacts of $1.7 million, Gross Margin (GAAP) increased $3.4 million due to the acquisitions of the Boulden and Western Natural Gas propane assets, higher retail propane volumes and fees, increased demand for Marlin Gas Services' CNG transportation services and higher rates for Aspire Energy. These increases were partially offset by reduced volumes from overall warmer temperatures and higher depreciation and amortization expenses associated with recent acquisitions.

OVERVIEW AND HIGHLIGHTS

(in thousands except per share data) **For the Year Ended December 31,**	**2021**	**2020**	**Increase (decrease)**	**2020**	**2019**	**Increase (decrease)**
Business Segment:						
Regulated Energy	$ 106,064	$ 92,124	$ 13,940	$ 92,124	$ 86,584	$ 5,540
Unregulated Energy	24,382	20,664	3,718	20,664	19,938	726
Other businesses and eliminations	666	(65)	731	(65)	(237)	172
Operating Income	131,112	112,723	18,389	112,723	106,285	6,438
Other income (expense), net	1,721	3,222	(1,501)	3,222	(1,847)	5,069
Interest charges	20,135	21,765	(1,630)	21,765	22,224	(459)
Income from Continuing Operations Before Income Taxes	112,698	94,180	18,518	94,180	82,214	11,966
Income Taxes on Continuing Operations	29,231	23,538	5,693	23,538	21,114	2,424
Income from Continuing Operations	83,467	70,642	12,825	70,642	61,100	9,542
Income (loss) from Discontinued Operations, Net of Tax	(1)	686	(687)	686	(1,349)	2,035
Gain on sale of Discontinued Operations, Net of tax	—	170	(170)	170	5,402	(5,232)
Net Income	$ 83,466	$ 71,498	$ 11,968	$ 71,498	$ 65,153	$ 6,345
Basic Earnings Per Share of Common Stock						
Earnings Per Share from Continuing Operations	$ 4.75	$ 4.23	$ 0.52	$ 4.23	$ 3.73	$ 0.50
Earnings/ Per Share from Discontinued Operations	—	0.05	(0.05)	0.05	0.24	(0.19)
Basic Earnings Per Share of Common Stock	$ 4.75	$ 4.28	$ 0.47	$ 4.28	$ 3.97	$ 0.31
Diluted Earnings Per Share of Common Stock:						
Earnings Per Share from Continuing Operations	$ 4.73	$ 4.21	$ 0.52	$ 4.21	$ 3.72	$ 0.49
Earnings Per Share from Discontinued Operations	—	0.05	(0.05)	0.05	0.24	(0.19)
Diluted Earnings Per Share of Common Stock	$ 4.73	$ 4.26	$ 0.47	$ 4.26	$ 3.96	$ 0.30

2021 compared to 2020

Key variances in continuing operations between 2021 and 2020 included:

(in thousands, except per share data)	Pre-tax Income	Net Income	Earnings Per Share
Year ended December 31, 2020 Reported Results from Continuing Operations	$ 94,180	$ 70,642	$ 4.21
Adjusting for unusual items:			
Gains from sales of assets	(989)	(724)	(0.04)
Net impact of NOL Carryback related to implementation of the CARES Act	—	(919)	(0.05)
Reduced interest expense related to early extinguishment of FPU mortgage bonds	961	704	0.04
Regulatory deferral of COVID-19 expenses per PSCs orders	2,377	1,741	0.10
	2,349	802	0.05
Increased (Decreased) Adjusted Gross Margins:			
Eastern Shore and Peninsula Pipeline service expansions*	7,168	5,250	0.30
Increased customer consumption - primarily weather related	5,519	4,043	0.23
Contributions from 2020 and 2021 acquisitions*	4,773	3,496	0.20
Increased propane margins per gallon and fees	3,638	2,664	0.15
Increased customer consumption - primarily due to return to pre-pandemic consumption	3,418	2,504	0.14
Contributions from regulated infrastructure programs *	3,158	2,313	0.13
Natural gas growth (excluding service expansions)	3,084	2,259	0.13
Improved performance from electric operations	1,015	743	0.04
Higher results from Aspire Energy	325	238	0.01
	32,098	23,510	1.33
(Increased) Decreased Other Operating Expenses (Excluding Natural Gas, Electricity and Propane Costs):			
Depreciation, amortization and property tax costs due to new capital investments	(5,995)	(4,391)	(0.25)
Outside services due to growth and a return toward pre-pandemic conditions	(3,403)	(2,493)	(0.14)
Operating expenses from recent acquisitions	(2,914)	(2,134)	(0.12)
Payroll, benefits and other employee-related expenses	(1,756)	(1,286)	(0.07)
Increased facilities and maintenance costs	(1,130)	(828)	(0.05)
	(15,198)	(11,132)	(0.63)
Change in shares outstanding due to 2020 and 2021 equity offerings	—	—	(0.21)
Net Other Changes	(731)	(355)	(0.02)
Year ended December 31, 2021 Reported Results from Continuing Operations	$ 112,698	$ 83,467	$ 4.73

*** See the Major Projects and Initiatives table.**

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, with the intention of increasing shareholder value. The following represent the major projects/initiatives recently completed and currently underway. In the future, we will add new projects and initiatives to this table once substantially finalized and the associated earnings can be estimated.

	Adjusted Gross Margin				
	Year Ended December 31,			Estimate for Fiscal	
(in thousands)	2019	2020	2021	2022	2023
Pipeline Expansions:					
Western Palm Beach County, Florida Expansion [1]	$ 2,139	$ 4,167	$ 4,729	$ 5,227	$ 5,227
Del-Mar Energy Pathway [1] [2]	731	2,462	4,584	6,867	6,890
Callahan Intrastate Pipeline [2] [3]	—	3,080	7,564	7,564	7,564
Guernsey Power Station	—	—	187	1,380	1,486
Southern Expansion	—	—	—	586	2,344
Winter Haven Expansion	—	—	—	759	976
Beachside Pipeline Expansions	—	—	—	—	2,451
Total Pipeline Expansions	2,870	9,709	17,064	22,383	26,938
CNG Transportation	5,410	7,231	7,566	8,500	9,500
RNG Transportation	—	—	—	1,000	1,000
Acquisitions:					
Diversified Energy	—	—	603	11,300	12,000
Elkton Gas	—	1,344	3,548	3,720	3,743
Western Natural Gas	—	389	1,772	2,001	2,061
Escambia Meter Station	—	—	583	1,000	1,000
Total Acquisitions	—	1,733	6,506	18,021	18,804
Regulatory Initiatives:					
Florida GRIP	13,939	15,178	16,995	18,797	19,475
Hurricane Michael Regulatory Proceeding	—	10,864	11,492	11,704	11,818
Capital Cost Surcharge Programs	—	523	1,199	2,002	1,961
Elkton STRIDE Plan	—	—	26	299	354
Total Regulatory Initiatives	13,939	26,565	29,712	32,802	33,608
Total	$ 22,219	$ 45,238	$ 60,848	$ 82,706	$ 89,850

(1) Includes adjusted gross margin generated from interim services.
(2) Includes adjusted gross margin from natural gas distribution services.
(3) Prior year amounts have been revised to conform to the current period presentation.

Detailed Discussion of Major Projects and Initiatives

Pipeline Expansions

Western Palm Beach County, Florida Expansion

Peninsula Pipeline is constructing four transmission lines to bring additional natural gas to our distribution system in West Palm Beach, Florida. The first phase of this project was placed into service in December 2018 and generated incremental adjusted gross margin of $0.6 million during 2021 compared to 2020. The remainder of the project was completed in the fourth quarter of 2021. We estimate that the project will generate annual adjusted gross margin of $5.2 million in 2022 and beyond.

Del-Mar Energy Pathway

In December 2019, the FERC issued an order approving the construction of the Del-Mar Energy Pathway project. The project was placed into service in the fourth quarter of 2021. The new facilities: (i) include an additional 14,300 Dts/d of firm service to four customers, (ii) provide additional natural gas transmission pipeline infrastructure in eastern Sussex County, Delaware, and (iii) represent the first extension of Eastern Shore's pipeline system into Somerset County, Maryland. Construction of the project began in January 2020; including interim services in advance of construction completion, the project generated additional adjusted gross margin of $2.1 million for the year ended December 31, 2021. The estimated annual adjusted gross margin from this project, including natural gas distribution service in Somerset County, Maryland, is approximately $6.9 million in 2022 and growing each year thereafter, as the distribution system serving Somerset County further expands to meet demand.

Callahan Intrastate Pipeline

In May 2018, Peninsula Pipeline announced a plan to construct a jointly owned 26-mile intrastate transmission pipeline with Seacoast Gas Transmission in Nassau County, Florida to serve the growing demand in both Nassau and Duval Counties. This project was placed in service in June 2020 and generated $4.5 million in additional adjusted gross margin for the year ended December 31, 2021 including margin from natural gas distribution service. The pipeline is expected to generate $7.6 million annually in adjusted gross margin in 2022 and beyond.

Guernsey Power Station

Guernsey Power Station and the Company's affiliate, Aspire Energy Express, entered into a precedent agreement for firm transportation capacity whereby Guernsey Power Station will construct a power generation facility and Aspire Energy Express will provide 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 to provide the firm transportation service to the power generation facility in the fourth quarter of 2021. This project is expected to produce adjusted gross margin of approximately $1.4 million in 2022 and $1.5 million in 2023 and beyond.

Southern Expansion

Pending FERC authorization, Eastern Shore plans to install 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 is currently estimated to go into service in the fourth quarter of 2022. Eastern Shore expects the Southern Expansion project to generate annual adjusted gross margin of $0.6 million in 2022 and $2.3 million in 2023 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 CFG for an incremental 6,800 Dts/d of firm service in the Winter Haven, Florida area. As part of this agreement, Peninsula Pipeline will construct a new interconnect with FGT and a new regulator station for CFG. CFG will use 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 CFG's existing distribution system in the area. In connection with Peninsula Pipeline's new regulator station, CFG is also extending its distribution system to connect to the new station. We expect this expansion to generate additional adjusted gross margin of $0.8 million beginning in 2022 and $1.0 million in 2023 and beyond.

Beachside Pipeline Expansion

In June 2021, Peninsula Pipeline and 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 will construct approximately 11.3 miles of pipeline from its existing pipeline in the Sebastian, Florida, area east under the ICW and southward on the barrier island. We expect this expansion to generate additional annual adjusted gross margin of $2.5 million in 2023 and beyond.

CNG Transportation

Marlin Gas Services provides CNG temporary hold services, contracted pipeline integrity services, emergency services for damaged pipelines and specialized gas services for customers who have unique requirements. For the year ended December 31, 2021, Marlin Gas Services generated additional adjusted gross margin of $0.3 million compared to the year ended December 31, 2020. We estimate that Marlin Gas Services will generate annual adjusted gross margin of approximately $8.5 million in 2022, and $9.5 million in 2023, with potential for additional growth in future years. Marlin Gas Services continues to actively expand the territories it serves, as well as leverage its patented technology to serve other markets, including pursuing liquefied natural gas transportation opportunities and renewable natural gas transportation opportunities from diverse supply sources to various pipeline interconnection points, as further outlined below.

RNG Transportation

Noble Road Landfill RNG Project

In September 2020, Fortistar and Rumpke Waste & Recycling announced commencement of construction of the Noble Road Landfill RNG Project in Shiloh, Ohio. The project includes the construction of a new state-of-the-art facility that will utilize advanced, patented technology to treat landfill gas by removing carbon dioxide and other components to purify the gas and produce pipeline quality RNG. In October 2021, we announced that Aspire Energy had completed construction of its Noble Road Landfill RNG pipeline project, a 33.1-mile pipeline, which will transport RNG generated from the 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. Once flowing, the RNG volume will represent nearly 10 percent of Aspire Energy's gas gathering volumes.

Bioenergy Devco

In June 2020, our Delmarva natural gas operations and Bioenergy DevCo ("BDC"), a developer of anaerobic digestion facilities that create renewable energy and healthy soil products from organic material, entered into an agreement related to a project to extract RNG from poultry production waste. BDC and our affiliates are collaborating on this project in addition to several other project sites where organic waste can be converted into a carbon-negative energy source.

Marlin Gas Services will transport the RNG created from the organic waste from the BDC facility to an Eastern Shore interconnection, where the sustainable fuel will be introduced into our transmission system and ultimately distributed to our natural gas customers.

CleanBay Project

In July 2020, our Delmarva natural gas operations and CleanBay Renewables Inc. ("CleanBay") announced a new partnership to bring RNG to our operations. As part of this partnership, we will transport the RNG produced at CleanBay's planned Westover, Maryland bio-refinery, to our natural gas infrastructure in the Delmarva Peninsula region. Eastern Shore and Marlin Gas Services, will transport the RNG from CleanBay to our Delmarva natural gas distribution system where it is ultimately delivered to the Delmarva natural gas distribution end use customers.

At the present time, we expect to generate adjusted gross margin of $1.0 million in 2022 and beyond from renewable natural gas transportation. As we continue to finalize contract terms associated with some of these projects, additional information will be provided regarding incremental margin at a future time.

Acquisitions

Diversified Energy

On December 15, 2021, Sharp Energy acquired the propane operating assets of Diversified Energy Company for approximately $37.5 million net of cash acquired. There are multiple strategic benefits to this acquisition including it: (i) expands the Company's propane territory into North Carolina and South Carolina while also expanding our existing footprint in Pennsylvania and Virginia, and (ii) includes an established customer base with opportunities for future growth. Through this acquisition, the Company adds approximately 19,000 residential, commercial and agricultural customers, along with distribution of approximately 10.0 million gallons of propane annually. For the year ended December 31, 2021, Diversified Energy contributed $0.6 million in adjusted gross margin and is expected to generate $11.3 million of additional adjusted gross margin in 2022 and $12.0 million in 2023.

Elkton Gas

In July 2020, we closed on the acquisition of Elkton Gas, which provides natural gas distribution service to approximately 7,000 residential and commercial customers within a franchised area of Cecil County, Maryland. The purchase price was approximately $15.6 million, which included $0.6 million of working capital. Elkton Gas' territory is contiguous to our franchised service territory in Cecil County, Maryland. We generated $2.2 million in additional adjusted gross margin from Elkton Gas for the year ended December 31, 2021 and estimates that this acquisition will generate adjusted gross margin of approximately $3.7 million in 2022 and growing each year thereafter, as the distribution system serving Cecil County further expands to meet demand.

Western Natural Gas
In October 2020, Sharp acquired certain propane operating assets of Western Natural Gas, which provides propane distribution service throughout Jacksonville, Florida and the surrounding communities, for approximately $6.7 million, net of cash acquired The Company generated $1.4 million in additional adjusted gross margin from Western Natural Gas in 2021 and estimates that this acquisition will generate adjusted gross margin of approximately $2.0 million in 2022 with additional margin growth expected in future years as we further expand our presence.

Escambia Meter Station
In June 2021, Peninsula Pipeline purchased the Escambia Meter Station from Florida Power and Light and entered into a Transportation Service Agreement with Gulf Power Company to provide up to 530,000 Dts/d of firm service from an interconnect with FGT to Florida Power & Light's Crist Lateral pipeline. The Florida Power & Light Crist Lateral provides gas supply to their natural gas fired power plant owned by Florida Power & Light in Pensacola, Florida. The Company generated $0.6 million in additional adjusted gross margin in 2021 and estimates that this acquisition will generate adjusted gross margin of approximately $1.0 million in 2022 and beyond.

Regulatory Initiatives

Florida GRIP
Florida GRIP is a natural gas pipe replacement program approved by the Florida PSC that allows automatic recovery, through rates, of costs associated with the replacement of mains and services. Since the program's inception in August 2012, the Company has invested $189.5 million of capital expenditures to replace 348 miles of qualifying distribution mains, including $23.6 million and $21.0 million of new pipes during 2021 and 2020, respectively. GRIP generated additional gross margin of $1.8 million for the year ended 2021 compared to 2020. We are currently projecting to complete this program in 2022 and expect to generate adjusted gross margin of $18.8 million and $19.5 million in 2022 and 2023, respectively. The adjusted gross margin on GRIP investments will continue until the Company requests the remaining net GRIP investment, and the associated expenses, be included in its next base rate proceeding.

Hurricane Michael
In October 2018, Hurricane Michael passed through FPU's electric distribution operation's service territory in Northwest Florida and caused widespread and severe damage to FPU's infrastructure resulting in 100 percent of its customers in the Northwest Florida service territory losing electrical service.

In September 2020, the Florida PSC approved a settlement agreement between FPU and the Office of the Public Counsel regarding final cost recovery and rates associated with Hurricane Michael. Previously, in late 2019, the Florida PSC approved an interim rate increase, subject to refund, effective January 1, 2020, associated with the restoration effort following Hurricane Michael. The Company fully reserved these interim rates, pending a final resolution and settlement of the limited proceeding. The settlement agreement allowed us to: (a) refund the over-collection of interim rates through the fuel clause; (b) record regulatory assets for storm costs in the amount of $45.8 million including interest which will be amortized over six years; (c) recover these storm costs through a surcharge for a total of $7.7 million annually; and (d) collect an annual increase in revenue of $3.3 million to recover capital costs associated with new plant investments and a regulatory asset for the cost of removal and unrecovered plant costs. The new base rates and storm surcharge were effective on November 1, 2020. The following table summarizes the impact of Hurricane Michael regulatory proceeding for the years ended December 31, 2021 and 2020:

(in thousands)	For the Year Ended December 31, 2021	For the Year Ended December 31, 2020
Adjusted Gross Margin	$ 11,492	$ 10,864
Depreciation	1,218	1,184
Amortization of regulatory assets	(8,317)	(8,317)
Operating income	4,393	3,731
Amortization of liability associated with interest expense	1,207	1,475
Pre-tax income	5,600	5,206
Income tax expense	(1,484)	(1,403)
Net income	$ 4,116	$ 3,803

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. In 2021 there was $0.7 million of adjusted gross margin was added pursuant to the program. Eastern Shore expects to produce adjusted gross margin of approximately $2.0 million in 2022 and 2023 from relocation projects, which is ultimately dependent upon the timing of filings and the completion of construction.

Elkton Gas STRIDE Plan

In March 2021, Elkton Gas filed a STRIDE plan with the Maryland PSC. The STRIDE plan proposes to increase the speed of Elkton Gas' Aldyl-A pipeline replacement program and to recover the costs of the plan in the form of a fixed charge rider through a proposed 5-year surcharge. Under Elkton Gas' proposed STRIDE plan, the Aldyl-A pipelines would be replaced by 2023. In June 2021, we reached a settlement with the Maryland PSC Staff and the Maryland Office of the Peoples Counsel. The STRIDE plan went into service in September 2021 and is expected to generate $0.3 million of additional adjusted gross margin in 2022 and $0.4 million annually thereafter.

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 will allow us to seek recovery of these costs in the next base rate proceedings. In November 2020, the Office of Public Counsel filed a protest to the order approving the establishment of this regulatory asset treatment. The Company's Florida regulated business units reached a settlement with Office of Public Counsel in June 2021. The settlement allowed 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 will amortize the amount over two years beginning January 1, 2022 and recover 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 annual additional adjusted gross margin of $1.0 million that will be offset by a corresponding amortization of regulatory asset expense for both 2022 and 2023.

Other Major Factors Influencing Adjusted Gross Margin

Weather and Consumption

Weather conditions accounted for increased adjusted gross margin of $5.5 million in 2021 compared to 2020. Assuming normal temperatures, as detailed below, adjusted gross margin would have been higher by $2.2 million. The following table summarizes heating degree day ("HDD") and cooling degree day ("CDD") variances from the 10-year average HDD/CDD ("Normal") for the years ended December 31, 2021 compared to 2020 and December 31, 2020 compared to 2019.

HDD and CDD Information

	For the Years Ended December 31,					
	2021	**2020**	**Variance**	**2020**	**2019**	**Variance**
Delmarva						
Actual HDD	**3,849**	3,716	133	3,716	4,089	(373)
10-Year Average HDD ("Normal")	**4,182**	4,294	(112)	4,294	4,379	(85)
Variance from Normal	**(333)**	(578)		(578)	(290)	
Florida (1)						
Actual HDD	**829**	745	84	745	740	5
10-Year Average HDD ("Normal")	**839**	933	(94)	933	967	(34)
Variance from Normal	**(10)**	(188)		(188)	(227)	
Ohio						
Actual HDD	**5,138**	5,218	(80)	5,218	5,500	(282)
10-Year Average HDD ("Normal")	**5,621**	5,701	(80)	5,701	5,983	(282)
Variance from Normal	**(483)**	(483)		(483)	(483)	
Florida (1)						
Actual CDD	**2,687**	3,078	(391)	3,078	3,194	(116)
10-Year Average CDD ("Normal")	**2,952**	2,931	21	2,931	2,889	42
Variance from Normal	**(265)**	147		147	305	

(1) Prior year amounts have been revised to conform to the current period presentation.

Natural Gas Distribution Growth

Customer growth for our natural gas distribution operations, as a result of the addition of new customers and the conversion of customers from alternative fuel sources to natural gas service, generated $3.1 million of additional adjusted gross margin in 2021. The average number of residential customers served on the Delmarva Peninsula and Florida increased by approximately 4.5 percent and 4.7 percent, respectively, during 2021. 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:

	Adjusted Gross Margin increase For the Year Ended December 31, 2021	
(in thousands)	**Delmarva Peninsula**	**Florida**
Customer growth:		
Residential	$ 1,468	$ 1,010
Commercial and industrial	278	328
Total customer growth	$ 1,746	$ 1,338

REGULATED ENERGY

For the Year Ended December		2021		2020		Increase (decrease)		2020		2019		Increase (decrease)
(in thousands)												
Revenue	$	383,920	$	352,746	$	31,174	$	352,746	$	343,006	$	9,740
Natural gas and electric costs		100,737		91,994		8,743		91,994		102,803		(10,809)
Adjusted gross margin [1]		283,183		260,752		22,431		260,752		240,203		20,549
Operations & maintenance		108,300		104,379		3,921		104,379		102,099		2,280
Gain from a settlement		—		(130)		130		(130)		(130)		—
Depreciation & amortization		48,748		46,079		2,669		46,079		35,227		10,852
Other taxes		20,071		18,300		1,771		18,300		16,423		1,877
Other operating expenses		177,119		168,628		8,491		168,628		153,619		15,009
Operating Income	$	106,064	$	92,124	$	13,940	$	92,124	$	86,584	$	5,540

[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.

2021 compared to 2020

Operating income for the Regulated Energy segment for 2021 was $106.1 million, an increase of $13.9 million, or 15.1 percent, compared to 2020. Higher operating income reflects continued pipeline expansions by Eastern Shore and Peninsula Pipeline, organic growth in the natural gas distribution businesses, increased consumption from a return toward pre-pandemic consumption levels and operating results from 2020 and 2021 acquisitions. We recorded higher depreciation, amortization and property taxes of $4.3 million related to recent capital investments and net operating expenses of $4.2 million. The increase was associated primarily with an increase in outside services, employee related costs and increased spending with the 2020 and 2021 acquisitions. In addition to these growth drivers, the increase in other operating expenses was also attributable to operations returning towards pre-pandemic conditions. Partially offsetting the increase was the establishment of regulatory assets for COVID-19 expenses approved by the various state PSCs of approximately $2.4 million.

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

(in thousands)		
Eastern Shore and Peninsula Pipeline service expansions	$	7,168
Natural gas distribution customer growth (excluding service expansions)		3,084
Increased customer consumption - primarily due to return to pre-pandemic consumption		3,027
Contributions from 2020 and 2021 acquisitions		2,787
Florida GRIP		1,817
Increased customer consumption - primarily weather related		1,159
Improved results from electric operations		1,015
Eastern Shore capital relocation and non-service expansion projects		676
Sandpiper infrastructure rider associated with conversions		665
Other		1,033
Year-over-year increase in adjusted gross margin	$	22,431

The following narrative discussion provides further detail and analysis of the significant variances in adjusted gross margin detailed above.

Eastern Shore and Peninsula Pipeline Service Expansions

We generated increased earnings of $5.1 million from Peninsula Pipeline's Western Palm Beach County and Callahan projects and $2.1 million from Eastern Shore's Del-Mar Energy Pathway project.

Natural Gas Distribution Customer Growth
Organic growth within our natural gas distribution businesses improved operating results compared to the full year 2020. Residential customer growth was 4.5 percent on the Delmarva Peninsula and 4.7 percent in Florida compared to the prior year. On the Delmarva Peninsula, a larger percentage of our results was generated from residential growth given the expansion of gas into new communities and conversions, while in Florida, as gas heating is not a significant portion of residential use, a greater portion occurred in the commercial and industrial sectors.

Consumption Increase – Return Towards Pre-pandemic Conditions
Increased customer consumption, which reflects the ongoing return toward pre-pandemic conditions in our service territories as a result of the expiration of restrictions imposed to slow down the spread of COVID-19 increased adjusted gross margin by $3.0 million.

Contribution from Acquisitions
The acquisition of Elkton Gas in July 2020 and the Escambia meter station in June 2021 increased adjusted gross margin by $2.8 million.

Florida GRIP
Continued investment in the Florida GRIP generated additional adjusted gross margin of $1.8 million.

Increased Customer Consumption - Weather Related
Adjusted gross margin increased by $1.2 million due to colder weather and higher other consumption on the Delmarva Peninsula and in Florida in 2021 compared to 2020. The weather on the Delmarva Peninsula was 4 percent cooler in 2021 compared to 2020.

Improved Results from Electric Operations
Our electric operations generated additional adjusted gross margin of $1.0 million due to increased consumption and growth.

Eastern Shore Capital Relocation and Non-service Expansion Projects
We generated additional adjusted gross margin of $0.7 million from Eastern Shore's surcharge on capital spent on several governmental-mandated relocation and non-service expansion projects.

Sandpiper Energy Infrastructure Rider Associated with Conversions
Conversion of Sandpiper Energy's propane customers to natural gas customers generated additional adjusted gross margin of $0.7 million.

The major components of the increase in other operating expenses are as follows:

(in thousands)		
Depreciation, amortization and property tax costs due to new capital investments	$	4,323
Outside services due to growth and a return toward pre-pandemic conditions		3,102
Payroll, benefits and other employee-related expenses		1,489
Operating expenses from the Elkton Gas acquisition		1,370
Regulatory deferral of COVID-19 expenses per PSCs orders		(2,377)
Other variances		584
Period-over-period increase in other operating expenses	$	8,491

2020 compared to 2019
The results for the Regulated Energy segment for the year ended December 31, 2020 compared to 2019 are described in Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the year ended December 31, 2020, which is incorporated herein by reference.

UNREGULATED ENERGY

For the Year Ended December 31,	2021	2020	Increase (decrease)	2020	2019	Increase (decrease)
(in thousands)						
Revenue	$ 206,869	$ 152,526	$ 54,343	$ 152,526	$ 154,150	$ (1,624)
Propane and natural gas costs	106,900	62,780	44,120	62,780	68,884	(6,104)
Adjusted gross margin [(1)]	99,969	89,746	10,223	89,746	85,266	4,480
Operations & maintenance	57,950	53,839	4,111	53,839	52,028	1,811
Depreciation & amortization	13,869	11,988	1,881	11,988	10,130	1,858
Other taxes	3,768	3,255	513	3,255	3,170	85
Other operating expenses	75,587	69,082	6,505	69,082	65,328	3,754
Operating Income	$ 24,382	$ 20,664	$ 3,718	$ 20,664	$ 19,938	$ 726

[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.

2021 Compared to 2020
Operating income for the Unregulated Energy segment for 2021 was $24.4 million, an increase of $3.7 million compared to 2020. The higher operating income is a result of weather that was colder than 2020, higher retail propane margins per gallon and service fees, incremental adjusted gross margin from the propane acquisitions completed in 2020 and 2021, increased demand for Marlin Gas Services' CNG transportation services and increased customer consumption along with higher rates for Aspire Energy. These adjusted gross margin increases were partially offset by higher depreciation, amortization and property taxes related to recent capital investments and acquisitions,a return toward pre-pandemic conditions and a general increase in operating expenses to support growth in the business.

Adjusted Gross Margin

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

(in thousands)	
Propane Operations	
Increased customer consumption - primarily weather related	$ 3,603
Increased retail propane margins per gallon and service fees	3,250
Acquisitions of Western Natural Gas and Diversified Energy (completed October 2020 and December 2021)	1,986
Increased wholesale propane margins per gallon	388
Marlin Gas Services	
Increased demand for CNG services	334
Aspire Energy	
Increased customer consumption - primarily weather related	757
Higher overall rates inclusive of natural gas liquid processing	325
Other variances	(420)
Year-over-year increase in adjusted gross margin	$ 10,223

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

Propane Operations

- *Increased Customer Consumption Primarily Weather Related* - Adjusted gross margin increased by $3.6 million for the Mid-Atlantic propane operations as weather on the Delmarva Peninsula was 4 percent colder in 2021 compared to 2020.

- *Increased Retail Propane Margins Per Gallon and Service Fees* - Adjusted gross margin increased by $3.2 million, due to lower propane inventory costs and favorable market conditions as well as resuming the assessment of our customary service fees. These market conditions, which include 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.

- *Acquisitions of Western Natural Gas and Diversified Energy* - We generated adjusted gross margin of $1.4 million from Western Natural Gas which was acquired by Sharp in October 2020 and $0.6 million from Diversified Energy which was acquired by Sharp in December 2021.

- *Increased Wholesale Propane Margins per Gallon* - Adjusted gross margin increased by $0.4 million during 2021 over the same period in 2020, due to lower propane inventory costs and favorable market conditions. These conditions tend to fluctuate based on changes in demand, supply and other energy commodity prices.

Marlin Gas Services

- Increased demand for Marlin Gas Services' CNG hold services improved operating results compared to 2020.

Aspire Energy

- *Increased Customer Consumption Primarily Weather Related* - Adjusted gross margin increased by $0.8 million due to higher consumption related to weather as compared to the prior year.

- *Improved Performance From Natural Gas Liquid Processing* - Adjusted gross margin increased by $0.3 million, from natural gas liquid processing activities compared to 2020.

Other Operating Expenses

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

(in thousands)		
Depreciation, amortization and property tax costs due to new capital investments	$	1,985
Operating expenses from Western Natural Gas and Diversified Energy acquisitions		1,130
Increased facilities and maintenance costs		1,036
Increased vehicle expenses		417
Insurance related costs (non-health)		395
Outside services due to growth and a return toward pre-pandemic conditions		364
Payroll, benefits and other employee-related expenses due to growth		311
Other variances		867
Period-over-period increase in other operating expenses	**$**	**6,505**

2020 compared to 2019

The results for the Unregulated Energy segment for the year ended December 31, 2020 compared to 2019 are described in Item 7, *Management's Discussion and Analysis of Financial Condition and Results of Operations* of our Annual Report on Form 10-K for the year ended December 31, 2020, which is incorporated by reference.

Divestiture of PESCO

During the fourth quarter of 2019, we sold PESCO's assets and contracts and accordingly have exited the natural gas marketing business. This was done in an effort to enable us to focus on the strategies that support our core energy delivery business. As a result, we began to report PESCO as discontinued operations during the third quarter of 2019 and excluded PESCO's performance from continuing operations for all periods presented and classified its assets and liabilities as held for sale, where applicable.

OTHER INCOME (EXPENSE), NET

Other income (expense), net was $1.7 million and $3.2 million for 2021 and 2020, respectively. Other income (expense), net includes non-operating investment income (expense), interest income, late fees charged to customers, gains or losses from the sale of assets for our unregulated businesses and pension and other benefits expense. The decrease was primarily due to a higher level of asset sales in 2020 compared to 2021.

INTEREST CHARGES

2021 Compared to 2020

Interest charges for 2021 decreased by $1.6 million, compared to the same period in 2020. In the fourth quarter of 2020, the 9.08% FPU secured first mortgage bonds were terminated resulting in $1.0 million in interest and fees associated with the early payoff. Interest expense, which included the expense associated with the bonds decreased by $0.6 million due primarily to lower levels outstanding under our revolving credit facilities and lower interest rates on short-term borrowings. This decrease was offset by an increase of $0.5 million primarily due to lower capitalized interest associated with growth projects and $0.3 million of an amortization credit/reduction in interest expense associated with a regulatory liability that was established in connection with the Hurricane Michael regulatory proceeding settlement.

INCOME TAXES

2021 Compared to 2020

Income tax expense from continuing operations was $29.2 million for 2021 compared to $23.5 million for 2020. Our effective income tax rates were 25.9 percent and 25.0 percent for the year ended December 31, 2021 and 2020, respectively. During the years ended December 31, 2021 and 2020 we implemented certain provisions of the CARES Act that allowed us to carryback net operating losses into prior year periods where the federal income tax rate was higher. As a result, we recognized a $0.9 million reduction in tax expense for the twelve months ended December 31, 2021 and a $1.8 million reduction for the twelve months ended December 31, 2020. Excluding this impact of the CARES Act, our effective` tax rates for the years ended December 31, 2021 and 2020 were 26.8 percent and 26.9 percent, respectively.

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 statement with the SEC for the issuance of shares of common stock under various types of equity offerings, including shares of common stock under our ATM equity program, as well as an effective registration statement with respect to the DRIP. 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 and/or under the ATM equity program. Beginning in the third quarter of 2020, we issued shares of common stock under both the DRIP and the ATM equity program.

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 $227.8 million in 2021.

The following table shows total capital expenditures for the year ended December 31, 2021 by segment and by business line:

(dollars in thousands)		For the Year Ended December 31, 2021
Regulated Energy:		
Natural gas distribution	$	78,084
Natural gas transmission		55,149
Electric distribution		6,500
Total Regulated Energy		139,733
Unregulated Energy:		
Propane distribution		46,023
Energy transmission		20,101
Other unregulated energy		15,527
Total Unregulated Energy		81,651
Other:		
Corporate and other businesses		6,425
Total Other		6,425
Total 2021 Capital Expenditures	$	227,809

In the table below, we have provided a range of our forecasted capital expenditures for 2022:

	Estimate for Fiscal 2022			
(dollars in thousands)		Low		High
Regulated Energy:				
Natural gas distribution	$	87,000	$	92,000
Natural gas transmission		60,000		67,000
Electric distribution		7,000		12,000
Total Regulated Energy		154,000		171,000
Unregulated Energy:				
Propane distribution		10,000		14,000
Energy transmission		5,000		6,000
Other unregulated energy		4,000		5,000
Total Unregulated Energy		19,000		25,000
Other:				
Corporate and other businesses		2,000		4,000
Total Other		2,000		4,000
Total 2022 Forecasted Capital Expenditures	$	175,000	$	200,000

The 2022 forecast, excluding acquisitions, includes capital expenditures for the following: Pipeline expansions related to the Eastern Shore Southern expansion and the Florida Beachside Pipeline as well as amounts for the expansion into Somerset County, Maryland. Furthermore, the 2022 forecast includes continued expenditures under the Florida GRIP, the capital cost surcharge program and the Elkton Gas STRIDE program as well as further expansion of our natural gas distribution and transmission systems, information technology systems and other strategic initiatives and investments.

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, capital delays because of COVID-19 that are greater than currently anticipated, customer growth in existing areas, regulation, new growth or acquisition opportunities, availability of capital and other factors discussed in Item 1A. *Risk Factors.* 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 tables present our capitalization, excluding and including short-term borrowings, as of December 31, 2021 and 2020 follows:

	December 31, 2021		December 31, 2020	
(in thousands)				
Long-term debt, net of current maturities	$ 549,903	42 %	$ 508,499	42 %
Stockholders' equity	774,130	58 %	697,085	58 %
Total capitalization, excluding short-term borrowings	$ 1,324,033	100 %	$ 1,205,584	100 %

	December 31, 2021		December 31, 2020	
(in thousands)				
Short-term debt	$ 221,634	14 %	$ 175,644	13 %
Long-term debt, including current maturities	567,866	36 %	522,099	37 %
Stockholders' equity	774,130	50 %	697,085	50 %
Total capitalization, including short-term borrowings	$ 1,563,630	100 %	$ 1,394,828	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 approximately 50 percent as of December 31, 2021. We seek to align permanent financing with the in-service dates of 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.

In 2021, we issued just over 0.1 million shares at an average price per share of $125.71 and received net proceeds of $15.2 million under the DRIP. In the third and fourth quarters of 2020, we issued 1.0 million shares of common stock through our DRIP and the ATM programs and received net proceeds of approximately $83.0 million which were added to the general funds and then used to pay down short-term borrowing. See Note 16, *Stockholders' Equity,* in the consolidated financial statements for additional information on commissions and fees paid in connection with these issuances.

Uncollateralized Senior Notes

All of our Senior Notes require periodic principal and interest payments as specified in each note. They also contain various restrictions. The most stringent restrictions state that we must maintain equity of at least 40 percent of total capitalization (including short-term borrowings), and the fixed charge coverage ratio must be at least 1.2 times. The most recent Senior Notes issued since September 2013 also contain a restriction that we must maintain an aggregate net book value in our regulated business assets of at least 50 percent of our consolidated total assets. Failure to comply with those covenants could result in accelerated due dates and/or termination of the Senior Note agreements.

Certain Uncollateralized Senior Notes contain a "restricted payments" covenant as defined in the respective note agreements. The most restrictive covenants of this type are included within the 5.93 percent Senior Note, due October 31, 2023. The covenant provides that we cannot pay or declare any dividends or make any other restricted payments in excess of the sum of $10.0 million, plus our consolidated net income accrued on and after January 1, 2003. As of December 31, 2021, the cumulative consolidated net income base was $664.5 million, offset by restricted payments of $289.4 million, leaving $375.1 million of cumulative net income free of restrictions.

Shelf Agreements

We have entered into Shelf Agreements with Prudential and MetLife, whom are under no obligation to purchase any unsecured debt. The following table summarizes our Shelf Agreements at December 31, 2021:

Shelf Agreement		Total Borrowing Capacity		Less: Amount of Debt Issued		Less: Unfunded Commitments		Remaining Borrowing Capacity
(in thousands)								
Prudential Shelf Agreement [1]	$	370,000	$	(220,000)		—	$	150,000
MetLife Shelf Agreement [2]		150,000		—		(50,000)		100,000
Total	$	520,000	$	(220,000)	$	(50,000)	$	250,000

[1] The Prudential and MetLife Shelf Agreements expire in April 2023 and May 2023, respectively.

[2] Unfunded commitments of $50 million reflects Senior Notes expected to be issued on or before March 15, 2022.

The Senior Notes, Shelf Agreements and Shelf 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 $400.0 million of short-term debt, as required. At December 31, 2021 and 2020, we had $221.6 million and $175.6 million, respectively, of short-term borrowings outstanding at a weighted average interest rate of 0.83 percent and 1.28 percent, respectively.

In August 2021, we amended and restated our Revolver into a multi-tranche facility totaling $400.0 million with multiple participating lenders. The two tranches of the facility consist of a $200.0 million 364-day short-term debt tranche and a $200.0 million five-year tranche, both of which have three one-year extension options, which can be authorized by our Chief Financial Officer. We are eligible to establish the repayment term for individual borrowings under the five year tranche of the facility and to the extent that an individual loan under the revolver exceeded 12 months, the outstanding balance would be classified as a component of long-term debt.

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 these agreements. 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 December 31, 2021, we are in compliance with this covenant.

The 364-day tranche of the Revolver expires in August 2022 and the five-year tranche expires in August 2026. Both tranches are available to provide funds for 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. Our pricing is adjusted each quarter based upon a total indebtedness to total capitalization ratio. As of December 31, 2021, the pricing under the 364-day tranche of the Revolver does not include an unused commitment fee and maintains an interest rate of 0.70 percent over LIBOR. As of December 31, 2021, the pricing under the five-year tranche of the Revolver included an unused commitment fee of 0.09 percent and an interest rate of 0.95 percent over LIBOR.

Our total available credit under the Revolver at December 31, 2021 was $173.1 million. As of December 31, 2021, we had issued $5.3 million in letters of credit to various counterparties under the syndicated Revolver. These letters of credit are not included in the outstanding short-term borrowings and we do not anticipate they will be drawn upon by the counterparties. The letters of credit reduce the available borrowings under our syndicated Revolver.

In the fourth quarter of 2020, we entered into two $30.0 million interest rate swaps with a total notional amount of $60.0 million through December 2021 with pricing of 0.20 percent and 0.205 percent for the period associated with our outstanding borrowing under the Revolver. In February 2021, we entered into an additional interest rate swap with a notional amount of $40.0 million through December 2021 with pricing of 0.17 percent. As of December 31, 2021 all of our interests rate swaps had expired and we had not entered into any new swaps.

Key statistics regarding our unsecured short-term credit facilities (our Revolver and previous bilateral lines of credit and revolving credit facility) for the years ended December 31, 2021, 2020 and 2019 are as follows:

(in thousands)	2021	2020	2019
Average borrowings during the year	$ 182,305	$ 230,526	$ 257,587
Weighted average interest rate for the year	1.03 %	1.50 %	3.11 %
Maximum month-end borrowings	$ 226,097	$ 284,914	$ 302,379

Cash Flows

The following table provides a summary of our operating, investing and financing cash flows for the years ended December 31, 2021, 2020 and 2019:

	For the Year Ended December 31,		
	2021	2020	2019
(in thousands)			
Net cash provided by (used in):			
Operating activities	$ 150,504	$ 158,916	$ 102,964
Investing activities	(223,023)	(181,631)	(186,587)
Financing activities	73,996	19,229	84,519
Net (decrease) increase in cash and cash equivalents	1,477	(3,486)	896
Cash and cash equivalents—beginning of period	3,499	6,985	6,089
Cash and cash equivalents—end of period	$ 4,976	$ 3,499	$ 6,985

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 changes in deferred income taxes, and changes in 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.

We normally generate a large portion of our annual net income and related increases in our accounts receivable in the first and fourth quarters of each year due to significant volumes of natural gas and propane delivered to customers during the peak heating season by our natural gas and propane operations and our natural gas supply, gathering and processing operation. 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.

During 2021, net cash provided by operating activities was $150.5 million. Operating cash flows were primarily impacted by the following:

- Net income, adjusted for non-cash adjustments, provided a $162.3 million source of cash;
- An increased level of deferred taxes associated with incremental tax depreciation from growth investments resulted in a source of cash of $26.7 million;
- Changes in net regulatory assets and liabilities due primarily to the change in fuel costs collected through the various cost recovery mechanisms generated an $18.5 million use of cash;
- Working capital changes, impacted primarily by propane inventory purchases and hedging activities, resulted in a $15.4 million use of cash; and
- An increase in income tax receivables reduced cash inflows by $4.6 million.

Cash Flows Used in Investing Activities

Net cash used in investing activities totaled $223.0 million during the year ended December 31, 2021. Key investing activities contributing to the cash flow change included:

- Cash used to pay for capital expenditures was $186.9 million for 2021; and
- Net cash of $36.4 million was used to acquire certain propane operating assets of Diversified Energy in 2021.

Cash Flows Provided by Financing Activities

Net cash provided by financing activities totaled $74.0 million for the year ended December 31, 2021. Net cash provided by financing activities:

- Net increase in borrowings under lines of credit of $46.6 million to support working capital needs and short-term capital spending;
- Net increase in long-term debt borrowings resulted in a source of cash of $45.7 million to permanently finance investment in growth initiatives;
- Source of cash of $15.9 million from issuance of stock under the DRIP; and
- A use of cash of $31.5 million for dividend payments in 2021.

Contractual Obligations

We have the following contractual obligations and other commercial commitments as of December 31, 2021:

	Payments Due by Period				
Contractual Obligations *(in thousands)*	**2022**	**2023-2024**	**2025-2026**	**After 2026**	**Total**
Long-term debt [1]	$ 17,962	$ 39,988	$ 60,078	$ 450,750	$ 568,778
Operating leases [2]	2,019	3,574	2,226	3,668	11,487
Purchase obligations [3]					
Transmission capacity	35,368	68,183	56,566	147,899	308,016
Storage capacity	2,741	1,391	612	383	5,127
Commodities	45,066	—	—	—	45,066
Electric supply	6,382	12,838	12,936	25,921	58,077
Unfunded benefits [4]	315	611	583	1,265	2,774
Funded benefits [5]	2,104	3,607	3,607	3,052	12,370
Total Contractual Obligations	**$ 111,957**	**$ 130,192**	**$ 136,608**	**$ 632,938**	**$ 1,011,695**

[1] This represents principal payments on long-term debt. See *Item 8, Financial Statements and Supplementary Data,* Note 13, *Long-Term Debt,* for additional information. The expected interest payments on long-term debt are $18.8 million, $36.0 million, $32.8 million and $90.2 million, respectively, for the periods indicated above. Expected interest payments for all periods total $177.8 million.

[2] See *Item 8, Financial Statements and Supplementary Data,* Note 15, *Leases,* for additional information.

[3] See *Item 8, Financial Statements and Supplementary Data,* Note 21, *Other Commitments and Contingencies,* for additional information.

[4] These amounts associated with our unfunded post-employment and post-retirement benefit plans are based on expected payments to current retirees and assume a retirement age of 62 for currently active employees. There are many factors that would cause actual payments to differ from these amounts, including early retirement, future health care costs that differ from past experience and discount rates implicit in calculations. See *Item 8, Financial Statements and Supplementary Data,* Note 17, *Employee Benefit Plans,* for additional information on the plans.

[5] We have recorded long-term liabilities of $8.3 million at December 31, 2021 for the FPU qualified, defined benefit pension plan. The assets funding this plan is in a separate trust and is not considered assets of ours or included in our balance sheets. The Contractual Obligations table above includes $0.3 million, reflecting the payments we expect to make to the trust funds in 2022. Additional contributions may be required in future years based on the actual return earned by the plan assets and other actuarial assumptions, such as the discount rate and long-term expected rate of return on plan assets. See *Item 8, Financial Statements and Supplementary Data,* Note 17, *Employee Benefit Plans,* for further information on the plans. Additionally, the Contractual Obligations table above includes deferred compensation obligations totaling $12.1 million, funded with Rabbi Trust assets in the same amount. The Rabbi Trust assets are recorded under Investments on the consolidated balance sheets. We assume a retirement age of 65 for purposes of distribution from this trust.

Off-Balance Sheet Arrangements

Our 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 December 31, 2021 was $20.0 million. The aggregate amount guaranteed at December 31, 2021 was $13.1 million, with the guarantees expiring on various dates through December 1, 2022.

As of December 31, 2021, we have issued letters of credit totaling approximately $5.3 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 October 25, 2022. There have been no draws on these letters of credit as of December 31, 2021. 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. Additional information is presented in *Item 8, Financial Statements and Supplementary Data,* Note 21, *Other Commitments and Contingencies* in the consolidated financial statements.

CRITICAL ACCOUNTING ESTIMATES

We prepare our financial statements in accordance with GAAP. Application of these accounting principles requires the use of estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingencies during the reporting period. We base our estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Since a significant portion of our businesses are regulated and the accounting methods used by these businesses must comply with the requirements of the regulatory bodies, the choices available are limited by these regulatory requirements. In the normal course of business, estimated amounts are subsequently adjusted to actual results that may differ from the estimates.

Regulatory Assets and Liabilities

As a result of the ratemaking process, we record certain assets and liabilities in accordance with ASC Topic 980, *Regulated Operations*, and consequently, the accounting principles applied by our regulated energy businesses differ in certain respects from those applied by the unregulated businesses. Amounts are deferred as regulatory assets and liabilities when there is a probable expectation that they will be recovered in future revenues or refunded to customers as a result of the regulatory process. This is more fully described in Item 8, *Financial Statements and Supplementary Data*, Note 2, *Summary of Significant Accounting Policies*, in the consolidated financial statements. If we were required to terminate the application of ASC Topic 980, we would be required to recognize all such deferred amounts as a charge or a credit to earnings, net of applicable income taxes. Such an adjustment could have a material effect on our results of operations.

Valuation of Environmental Liabilities and Related Regulatory Assets

As more fully described in Item 8, *Financial Statements and Supplementary Data*, Note 20, *Environmental Commitments and Contingencies*, in the consolidated financial statements, we are currently participating in the investigation, assessment or remediation of former MGP sites for which we have sought or will seek regulatory approval to recover through rates the estimated costs of remediation and related activities. Amounts have been recorded as environmental liabilities based on estimates of future costs to remediate these sites, which are provided by independent consultants.

Financial Instruments

We utilize financial instruments to mitigate commodity price risk associated with fluctuations of natural gas, electricity and propane and to mitigate interest rate risk. We continually monitor the use of these instruments to ensure compliance with our risk management policies and account for them in accordance with GAAP, such that every derivative instrument is recorded as either an asset or a liability measured at its fair value. It also requires that changes in the derivatives' fair value are recognized in the current period earnings unless specific hedge accounting criteria are met. If these instruments do not meet the definition of derivatives or are considered "normal purchases and normal sales," they are accounted for on an accrual basis of accounting.

Additionally, GAAP also requires us to classify the derivative assets and liabilities based on the lowest level of input that is significant to the fair value measurement. Our assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the fair value of the assets and liabilities and their placement within the fair value hierarchy.

We determined that certain propane put options, call options, swap agreements and interest rate swap agreements met the specific hedge accounting criteria. We also determined that most of our contracts for the purchase or sale of natural gas, electricity and propane either: (i) did not meet the definition of derivatives because they did not have a minimum purchase/sell requirement, or (ii) were considered "normal purchases and normal sales" because the contracts provided for the purchase or sale of natural gas, electricity or propane to be delivered in quantities that we expect to use or sell over a reasonable period of time in the normal course of business. Accordingly, these contracts were accounted for on an accrual basis of accounting.

Additional information about our derivative instruments is disclosed in Item 8, *Financial Statements and Supplementary Data*, Note 8, *Derivative Instruments*, in the consolidated financial statements.

Operating Revenues

Revenues for our natural gas and electric distribution operations are based on rates approved by the PSC of each state in which we operate. Customers' base rates may not be changed without formal approval by these PSCs. However, the PSCs authorized our regulated operations to negotiate rates, based on approved methodologies, with customers that have competitive alternatives. Eastern Shore's revenues are based on rates approved by the FERC. The FERC has also authorized Eastern Shore to negotiate rates above or below the FERC-approved maximum rates, which customers can elect as an alternative to negotiated rates.

Peninsula Pipeline, our Florida intrastate pipeline subsidiary that is subject to regulation by the Florida PSC, has negotiated firm transportation service contracts with third-party customers and with certain affiliates.

For regulated deliveries of natural gas, electricity and propane, we read meters and bill customers on monthly cycles that do not coincide with the accounting periods used for financial reporting purposes. We accrue unbilled revenues for natural gas and electricity that have been delivered, but not yet billed, at the end of an accounting period to the extent that they do not coincide. We estimate the amount of the unbilled revenue by jurisdiction and customer class. A similar computation is made to accrue unbilled revenues for propane customers with meters, such as community gas system customers, whose billing cycles do not coincide with the accounting periods.

Our Ohio natural gas transmission/supply operation recognizes revenues based on actual volumes of natural gas shipped, using contractual rates, which are based upon index prices that are published monthly.

Eight Flags records revenues based on the amount of electricity and steam generated and sold to its customers.

Our mobile compressed natural gas operation recognizes revenue for CNG services at the end of each calendar month for services provided during the month based on agreed upon rates for labor, equipment utilized, costs incurred for natural gas compression, miles driven, mobilization and demobilization fees.

Each of our natural gas distribution operations in Delaware and Maryland, our bundled natural gas distribution service in Florida and our electric distribution operation in Florida has a fuel cost recovery mechanism. This mechanism provides a method of adjusting billing rates to reflect changes in the cost of purchased fuel. The difference between the current cost of fuel purchased and the cost of fuel recovered in billed rates is deferred and accounted for as either unrecovered fuel cost or amounts payable to customers. Generally, these deferred amounts are recovered or refunded within one year.

We charge flexible rates to industrial interruptible customers on our natural gas distribution systems to compete with the price of alternative fuel that they can use. Neither we, nor any of our interruptible customers, are contractually obligated to deliver or receive natural gas on a firm service basis.

Allowance for Credit Losses

An allowance for expected credit losses is recorded against amounts due to reduce the net receivable balance to the amount we reasonably expect to collect based upon our collections experience, the condition of the overall economy and our assessment of our customers' inability or reluctance to pay. If circumstances change, however, our estimate of the recoverability of accounts receivable may also change. Circumstances which could affect our estimates include, but are not limited to, customer credit issues, the level of natural gas, electricity and propane prices, impacts from pandemics and general economic conditions. Accounts are written off once they are deemed to be uncollectible.

Goodwill and Other Intangible Assets

We test goodwill for impairment at least annually in December. The annual impairment testing for 2021 indicated no impairment of goodwill. Additional information is presented in Item 8, *Financial Statements and Supplementary Data*, Note 11, *Goodwill and Other Intangible Assets*, in the consolidated financial statements.

Other Assets Impairment Evaluations

We periodically evaluate whether events or circumstances have occurred which indicate that long-lived assets may not be recoverable. When events or circumstances indicate that an impairment is present, we record an impairment loss equal to the excess of the asset's carrying value over its fair value, if any.

Pension and Other Postretirement Benefits

Pension and other postretirement plan costs and liabilities are determined on an actuarial basis and are affected by numerous assumptions and estimates including the market value of plan assets, estimates of the expected returns on plan assets, assumed discount rates, the level of contributions made to the plans, and current demographic and actuarial mortality data. The assumed discount rates and the expected returns on plan assets are the assumptions that generally have the most significant impact on the pension costs and liabilities. The assumed discount rates, the assumed health care cost trend rates and the assumed rates of retirement generally have the most significant impact on our postretirement plan costs and liabilities. Additional information is presented in Item 8, *Financial Statements and Supplementary Data*, Note 17, *Employee Benefit Plans*, in the consolidated financial statements, including plan asset investment allocation, estimated future benefit payments, general descriptions of the plans, significant assumptions, the impact of certain changes in assumptions, and significant changes in estimates.

During the fourth quarter of 2021, we formally terminated the Chesapeake Utilities Pension Plan. For 2021, actuarial assumptions include expected long-term rates of return on plan assets for FPU's pension plan of 6.00 percent and a discount rate of 2.75 percent. The discount rate was determined by management considering high-quality corporate bond rates, such as the

Prudential curve index and the FTSE Index, changes in those rates from the prior year and other pertinent factors, including the expected lives of the plans and the availability of the lump-sum payment option. A 0.25 percent decrease in the discount rate could decrease our annual pension and postretirement costs by an immaterial amount, and a 0.25 percent increase could increase our annual pension and postretirement costs by an immaterial amount.

Actual changes in the fair value of plan assets and the differences between the actual return on plan assets and the expected return on plan assets could have a material effect on the amount of pension benefit costs that we ultimately recognize. A 0.25 percent change in the rate of return could change our annual pension cost by approximately $0.1 million and would not have an impact on the postretirement and Chesapeake Utilities supplemental executive retirement pension plan ("Chesapeake SERP") because these plans are not funded.

Tax-Related Contingency

We account for uncertainty in income taxes in the consolidated financial statements only if it is more likely than not that an uncertain tax position is sustainable based on its technical merits. Recognizable tax positions are then measured to determine the amount of benefit recognized in the consolidated financial statements. We recognize penalties and interest related to unrecognized tax benefits as a component of other income.

We account for contingencies associated with taxes other than income when the likelihood of a loss is both probable and quantifiable. In assessing the likelihood of a loss, we do not consider the existence of current inquiries, or the likelihood of future inquiries, by tax authorities as a factor. Our assessment is based solely on our application of the appropriate statutes and the likelihood of a loss, assuming the proper inquiries are made by tax authorities.

ITEM 7A. 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. The fluctuation in interest rates expose us to potential increased cost we could incur when we issue debt instruments or to 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 13, *Long-Term Debt,* and Note 14, *Short-Term Borrowings,* respectively, in the 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 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 and sales activities.

We can store up to approximately 8.9 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, 2020 to December 31, 2021:

(in thousands)	Balance at December 31, 2020	Increase (Decrease) in Fair Market Value	Less Amounts Settled	Balance at December 31, 2021
Sharp	$ 3,182	$ 9,802	$ (6,651)	$ **6,333**

There were no changes in the methods of valuations during the year ended December 31, 2021.

The following is a summary of fair market value of financial derivatives as of December 31, 2021, by method of valuation and by maturity for each fiscal year period.

(in thousands)	2022	2023	2024	Total Fair Value
Price based on Mont Belvieu - Sharp	$ 3,574	$ 1,983	$ 776	$ 6,333

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 Item 8, *Financial Statements and Supplementary Data*, Note 8, *Derivative Instruments*, in the 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 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Chesapeake Utilities Corporation

Opinions on the Consolidated Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Chesapeake Utilities Corporation and Subsidiaries (the "Company") as of December 31, 2021 and 2020, the related consolidated statements of income, comprehensive income, stockholders' equity, and cash flows, for each of the years in the three-year period ended December 31, 2021, and the related notes and financial statement schedule listed in Item 15(a)2 (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework: (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO").

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework: (2013)* issued by COSO.

Basis for Opinion

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's consolidated financial statements and an opinion on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which they relate.

Goodwill Impairment Assessment - Energy Transmission and Supply Services (Aspire Energy), Mid-Atlantic Propane Operations, Florida Propane Operations and Marlin Gas Services - Unregulated Energy Segment - Refer to Notes 1 and 11 to the consolidated financial statements

Critical Audit Matter Description

As described in Notes 1 and 11 to the consolidated financial statements, the Company has recorded approximately $37.0 million of goodwill within the Unregulated Energy reportable segment as of December 31, 2021, all of which relates to the four reporting units listed above. To test goodwill for impairment, the Company uses a present value technique based on discounted cash flows to estimate the fair value of its reporting units. Management's testing of goodwill for December 31, 2021 indicated no impairment.

We determined the goodwill impairment assessment for the four reporting units listed above was a critical audit matter because the fair value estimates require significant estimates and assumptions by management, including those relating to future revenue and operating margin forecasts and discount rates. Testing these estimates involved increased auditor judgment and effort.

How the Critical Audit Matter was Addressed in the Audit

The primary procedures we performed to address this critical audit matter included:

- We obtained an understanding, evaluated the design, and tested the operating effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the reporting units within the Unregulated Energy reportable segment.
- We evaluated the appropriateness of management's valuation methodology, including testing the mathematical accuracy of the calculation.
- We assessed the historical accuracy of management's revenue and operating margin forecasts.
- We compared the significant assumptions used by management to current industry and economic trends, current and historical performance of each reporting unit, and other relevant factors.
- We performed sensitivity analyses of the significant assumptions to evaluate the changes in the fair value of the reporting units that would result from changes in the assumptions.
- We evaluated whether the assumptions were consistent with evidence obtained in other areas of the audit, including testing the Company's fair value of all reporting units, inclusive of the Regulated and Unregulated Energy reporting units, in relation to the market capitalization of the Company and assessed the results.

/s/ Baker Tilly US, LLP

We have served as the Company's auditor since 2007.

Philadelphia, Pennsylvania
February 23, 2022

Chesapeake Utilities Corporation and Subsidiaries

Consolidated Statements of Income

	For the Year Ended December 31,		
(in thousands, except shares and per share data)	2021	2020	2019
Operating Revenues			
Regulated Energy	$ 383,920	$ 352,746	$ 343,006
Unregulated Energy	206,869	152,526	154,151
Other businesses and eliminations	(20,821)	(17,074)	(17,552)
Total operating revenues	569,968	488,198	479,605
Operating Expenses			
Natural gas and electricity costs	100,737	91,994	102,803
Propane and natural gas costs	86,213	45,944	51,698
Operations	148,294	142,055	137,845
Maintenance	16,793	15,587	15,679
Gain from a settlement	—	(130)	(130)
Depreciation and amortization	62,661	58,117	45,424
Other taxes	24,158	21,908	20,001
Total operating expenses	438,856	375,475	373,320
Operating Income	131,112	112,723	106,285
Other income (expense), net	1,721	3,222	(1,847)
Interest charges	20,135	21,765	22,224
Income from Continuing Operations Before Income Taxes	112,698	94,180	82,214
Income Taxes on Continuing Operations	29,231	23,538	21,114
Income from Continuing Operations	83,467	70,642	61,100
Income (loss) from Discontinued Operations, Net of Tax	(1)	686	(1,349)
Gain on sale of Discontinued Operations, Net of tax	—	170	5,402
Net Income	$ 83,466	$ 71,498	$ 65,153
Weighted Average Common Shares Outstanding:			
Basic	17,558,078	16,711,579	16,398,443
Diluted	17,633,029	16,770,735	16,448,486
Basic Earnings Per Share of Common Stock:			
Earnings Per Share from Continuing Operations	$ 4.75	$ 4.23	$ 3.73
Earnings Per Share from Discontinued Operations	—	0.05	0.24
Basic Earnings Per Share of Common Stock	$ 4.75	$ 4.28	$ 3.97
Diluted Earnings Per Share of Common Stock:			
Earnings Per Share from Continuing Operations	$ 4.73	$ 4.21	$ 3.72
Earnings Per Share from Discontinued Operations	—	0.05	0.24
Diluted Earnings Per Share of Common Stock	$ 4.73	$ 4.26	$ 3.96

The accompanying notes are an integral part of the financial statements.

Chesapeake Utilities Corporation and Subsidiaries

Consolidated Statements of Comprehensive Income

	For the Year Ended December 31,		
(in thousands)	2021	2020	2019
Net Income	**$ 83,466**	$ 71,498	$ 65,153
Other Comprehensive Income (Loss), net of tax:			
Employee Benefits, net of tax:			
Amortization of prior service cost, net of tax of $(20), $(18) and $(20), respectively	**(57)**	(59)	(57)
Net gain (loss), net of tax of $662, $(41), and $368, respectively	**1,935**	(154)	1,052
Cash Flow Hedges, net of tax:			
Unrealized gain (loss) on commodity contract cash flow hedges, net of tax of $864, $1,392 and $(176), respectively	**2,262**	3,643	(434)
Unrealized gain (loss) on interest rate swap cash flow hedges, net of tax of $12, $(12), and $0, respectively	**28**	(28)	—
Total Other Comprehensive Income	**4,168**	3,402	561
Comprehensive Income	**$ 87,634**	$ 74,900	$ 65,714

The accompanying notes are an integral part of the financial statements.

Chesapeake Utilities Corporation and Subsidiaries

Consolidated Balance Sheets

Assets *(in thousands, except shares and per share data)*	As of December 31, 2021	2020
Property, Plant and Equipment		
Regulated Energy	$ 1,720,287	1,577,576
Unregulated Energy	357,259	300,647
Other businesses and eliminations	35,418	30,769
Total property, plant and equipment	2,112,964	1,908,992
Less: Accumulated depreciation and amortization	(417,479)	(368,743)
Plus: Construction work in progress	49,393	60,929
Net property, plant and equipment	1,744,878	1,601,178
Current Assets		
Cash and cash equivalents	4,976	3,499
Trade and other receivables	61,623	61,675
Less: Allowance for credit losses	(3,141)	(4,785)
Trade receivables, net	58,482	56,890
Accrued revenue	22,513	21,527
Propane inventory, at average cost	11,644	5,906
Other inventory, at average cost	9,345	5,539
Regulatory assets	19,794	10,786
Storage gas prepayments	3,691	2,455
Income taxes receivable	17,460	12,885
Prepaid expenses	17,121	13,239
Derivative assets, at fair value	7,076	3,269
Other current assets	1,033	436
Total current assets	173,135	136,431
Deferred Charges and Other Assets		
Goodwill	44,708	38,731
Other intangible assets, net	13,192	8,292
Investments, at fair value	12,095	10,776
Operating lease right-of-use assets	10,139	11,194
Regulatory assets	104,173	113,806
Receivables and other deferred charges	12,549	12,079
Total deferred charges and other assets	196,856	194,878
Total Assets	$ 2,114,869	$ 1,932,487

The accompanying notes are an integral part of the financial statements.

Chesapeake Utilities Corporation and Subsidiaries

Consolidated Balance Sheets

	As of December 31,	
Capitalization and Liabilities	**2021**	**2020**
(in thousands, except shares and per share data)		
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 $0.4867 per share (authorized 50,000,000 shares)	**8,593**	8,499
Additional paid-in capital	**371,162**	348,482
Retained earnings	**393,072**	342,969
Accumulated other comprehensive income (loss)	**1,303**	(2,865)
Deferred compensation obligation	**7,240**	5,679
Treasury stock	**(7,240)**	(5,679)
Total stockholders' equity	**774,130**	697,085
Long-term debt, net of current maturities	**549,903**	508,499
Total capitalization	**1,324,033**	1,205,584
Current Liabilities		
Current portion of long-term debt	**17,962**	13,600
Short-term borrowing	**221,634**	175,644
Accounts payable	**52,628**	60,253
Customer deposits and refunds	**36,488**	33,302
Accrued interest	**2,775**	2,905
Dividends payable	**8,466**	7,683
Accrued compensation	**15,505**	13,994
Regulatory liabilities	**2,312**	6,284
Derivative liabilities, at fair value	**743**	127
Other accrued liabilities	**17,920**	15,240
Total current liabilities	**376,433**	329,032
Deferred Credits and Other Liabilities		
Deferred income taxes	**233,550**	205,388
Regulatory liabilities	**142,488**	142,736
Environmental liabilities	**3,538**	4,299
Other pension and benefit costs	**24,120**	30,673
Operating lease - liabilities	**8,571**	9,872
Deferred investment tax credits and other liabilities	**2,136**	4,903
Total deferred credits and other liabilities	**414,403**	397,871
Environmental and other commitments and contingencies (Note 20 and 21)		
Total Capitalization and Liabilities	**$ 2,114,869**	$ 1,932,487

The accompanying notes are an integral part of the financial statements.

Chesapeake Utilities Corporation and Subsidiaries

Consolidated Statements of Cash Flows

	For the Year Ended December 31,		
(in thousands)	2021	2020	2019
Operating Activities			
Net Income	$ 83,466	$ 71,498	$ 65,153
Adjustments to reconcile net income to net operating cash:			
Depreciation and amortization	62,661	58,117	45,900
Depreciation and accretion included in operations expenses	10,228	9,599	8,752
Deferred income taxes, net	26,658	24,709	24,476
Gain on sale of discontinued operations	—	(200)	(7,344)
Realized (loss) on sale of assets/commodity contracts	(9,026)	(6,243)	(4,135)
Unrealized (gain) on investments/commodity contracts	(1,464)	(1,482)	(1,595)
Employee benefits and compensation	(53)	207	1,985
Share-based compensation	5,945	4,829	4,279
Changes in assets and liabilities:			
Accounts receivable and accrued revenue	(1,634)	(7,426)	36,489
Propane inventory, storage gas and other inventory	(9,517)	1,709	8,227
Regulatory assets/liabilities, net	(18,464)	(4,973)	(7,812)
Prepaid expenses and other current assets	(1,520)	2,424	11,115
Accounts payable and other accrued liabilities	8,285	4,941	(62,021)
Income taxes receivable	(4,575)	7,165	(4,750)
Customer deposits and refunds	3,176	2,238	(1,811)
Accrued compensation	1,198	(2,473)	2,120
Other assets and liabilities, net	(4,860)	(5,723)	(16,064)
Net cash provided by operating activities	150,504	158,916	102,964
Investing Activities			
Property, plant and equipment expenditures	(186,924)	(165,511)	(184,727)
Proceeds from sale of assets	1,033	8,080	427
Acquisitions, net of cash acquired	(36,371)	(22,231)	(23,988)
Proceeds from the sale of discontinued operations	—	200	22,871
Environmental expenditures	(761)	(2,169)	(1,170)
Net cash used in investing activities	(223,023)	(181,631)	(186,587)
Financing Activities			
Common stock dividends	(31,537)	(27,161)	(24,693)
Issuance of stock for Dividend Reinvestment Plan	15,851	22,627	(721)
Proceeds from issuance of common stock, net of expenses	—	60,980	—
Tax withholding payments related to net settled stock compensation	(1,478)	(977)	(692)
Change in cash overdrafts due to outstanding checks	(1,154)	(825)	(1,174)
Net borrowings (repayments) under line of credit agreements	46,647	(71,637)	(45,913)
Proceeds from issuance of long-term debt	59,478	89,822	199,648
Repayment of long-term debt and finance lease obligation	(13,811)	(53,600)	(41,936)
Net cash provided by financing activities	73,996	19,229	84,519
Net (Decrease) Increase in Cash and Cash Equivalents	1,477	(3,486)	896
Cash and Cash Equivalents — Beginning of Period	3,499	6,985	6,089
Cash and Cash Equivalents — End of Period	$ 4,976	$ 3,499	$ 6,985

Supplemental Cash Flow Disclosures (see Note 7)

The accompanying notes are an integral part of the financial statements.

Chesapeake Utilities Corporation and Subsidiaries

Consolidated Statements of Stockholders' Equity

(in thousands, except shares and per share data)	Common Stock [1]		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Deferred Compensation	Treasury Stock	Total
	Number of Shares[2]	Par Value						
Balance at December 31, 2018	16,378,545	$ 7,971	$ 255,651	$ 261,530	$ (6,713)	$ 3,854	$ (3,854)	$ 518,439
Net Income	—	—	—	65,153	—	—	—	65,153
Prior period reclassification	—	—	—	115	(115)	—	—	—
Other comprehensive loss	—	—	—	—	561	—	—	561
Dividends declared ($1.585 per share)	—	—	—	(26,191)	—	—	—	(26,191)
Dividend reinvestment plan	—	—	(3)	—	—	—	—	(3)
Share-based compensation and tax benefit [3][4]	25,231	13	3,605	—	—	—	—	3,618
Treasury stock activities[2]	—	—	—	—	—	689	(689)	—
Balance at December 31, 2019	16,403,776	7,984	259,253	300,607	(6,267)	4,543	(4,543)	561,577
Net Income	—	—	—	71,498	—	—	—	71,498
Other comprehensive income	—	—	—	—	3,402	—	—	3,402
Dividends declared ($1.725 per share)	—	—	—	(29,106)	—	—	—	(29,106)
Equity issuances under various plans [5]	1,023,609	498	85,353	—	—	—	—	85,851
Share-based compensation and tax benefit [3][4]	34,456	17	3,876	—	—	—	—	3,893
Treasury stock activities [2]	—	—	—	—	—	1,136	(1,136)	—
Cumulative effect of the adoption of ASU 2016-13	—	—	—	(30)	—	—	—	(30)
Balances at December 31, 2020	17,461,841	8,499	348,482	342,969	(2,865)	5,679	(5,679)	697,085
Net Income	—	—	—	83,466	—	—	—	83,466
Other comprehensive income	—	—	—	—	4,168	—	—	4,168
Dividends declared ($1.880 per share)	—	—	—	(33,363)	—	—	—	(33,363)
Dividend reinvestment plan	147,256	72	18,176	—	—	—	—	18,248
Share-based compensation and tax benefit [3][4]	46,313	22	4,504	—	—	—	—	4,526
Treasury stock activities [2]	—	—	—	—	—	1,561	(1,561)	—
Balances at December 31, 2021	17,655,410	$ 8,593	$ 371,162	$ 393,072	$ 1,303	$ 7,240	$ (7,240)	$ 774,130

[1] 2,000,000 shares of preferred stock at $0.01 par value per share have been authorized. No shares have been issued or are outstanding; accordingly, no information has been included in the Consolidated Statements of Stockholders' Equity.
[2] Includes 116,238, 105,087 and 95,329 shares at December 31, 2021, 2020 and 2019, respectively, held in a Rabbi Trust related to our Non-Qualified Deferred Compensation Plan.
[3] Includes amounts for shares issued for directors' compensation.
[4] The shares issued under the SICP are net of shares withheld for employee taxes. For 2021, 2020 and 2019, we withheld 14,020, 10,319 and 7,635 shares, respectively, for taxes.
[5] Includes the Retirement Savings Plan, DRIP and ATM equity issuances.

The accompanying notes are an integral part of the financial statements.

1. Organization and Basis of Presentation

Chesapeake Utilities, incorporated in 1947 in Delaware, is a diversified energy company engaged in regulated and unregulated energy businesses.

Our regulated energy businesses consist of: (a) regulated natural gas distribution operations in central and southern Delaware, Maryland's eastern shore and Florida; (b) regulated natural gas transmission operations on the Delmarva Peninsula, in Pennsylvania and in Florida; and (c) regulated electric distribution operations serving customers in northeast and northwest Florida.

Our unregulated energy businesses primarily include: (a) propane operations in the Mid-Atlantic region, North Carolina, South Carolina, and Florida; (b) our unregulated natural gas transmission/supply operation in central and eastern Ohio; (c) our CHP plant in Florida that generates electricity and steam; and (d) our subsidiary, based in Florida, that provides CNG, LNG and RNG transportation and pipeline solutions, primarily to utilities and pipelines throughout the eastern United States.

Our consolidated financial statements include the accounts of Chesapeake Utilities and its wholly-owned subsidiaries. We do not have any ownership interest in investments accounted for using the equity method or any interest in a variable interest entity. All intercompany accounts and transactions have been eliminated in consolidation. We have assessed and, if applicable, reported on subsequent events through the date of issuance of these consolidated financial statements. Where necessary to improve comparability, prior period amounts have been changed to conform to current period presentation.

Beginning in the third quarter of 2019, our management began executing a strategy to sell the operating assets of PESCO. In the fourth quarter of 2019, we closed on four separate transactions to sell PESCO's assets and contracts. As a result of these sales, we have fully exited the natural gas marketing business. Accordingly, PESCO's historical financial results are reflected in our consolidated financial statements as discontinued operations, which required retrospective application to financial information for all periods presented. Refer to Note 4, *Acquisitions* for further information.

Effects of COVID-19

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 into 2021. Chesapeake Utilities is considered an "essential business," which has allowed us to continue operational activities and construction projects while adhering to the social distancing restrictions that were in place.

Throughout 2021, restrictions continued to be lifted as vaccines have become widely available in the United States. For example, the state of emergency in Florida was terminated in May 2021 followed by Delaware and Maryland in July 2021, resulting in reduced restrictions. The expiration of the states of emergency in our service territories, along with the settlement of our limited proceeding in Florida, has concluded our ability to defer incremental pandemic related costs for consideration through the applicable regulatory process.

We have been closely following the legal process related to the Occupational Safety and Health Administration (OSHA) Emergency Temporary Standard (ETS) mandating that all employers, with 100 or more employees, require COVID-19 vaccinations or weekly testing, which made its way to the United States Supreme Court. While OSHA has withdrawn the ETS as a temporary standard following the Supreme Court's ruling, we will continue to monitor its status as a proposed rule, and any developments in the various appeals of the various district court orders enjoining the enforcement of the Executive Order regarding the federal contractor vaccine mandate. In light of the continued emergence and growing prevalence of the new variants of COVID-19, such as the Omicron variant, we continue to operate under our pandemic response plan, monitor developments affecting employees, customers, suppliers, and stockholders and take all precautions warranted to operate safely and to comply with the CDC and OSHA standards, in order to protect our employees, customers and the communities we serve. Refer to Note 19, *Rates and Other Regulatory Activities*, for further information on the regulated assets established as a result of the incremental expenses associated with COVID-19.

2. Summary of Significant Accounting Policies

Use of Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates in measuring assets and liabilities and related revenues and expenses. These estimates involve judgments about various future economic factors that are difficult to predict and are beyond our control; therefore, actual results could differ from these estimates. As additional information becomes available, or actual amounts are determined, recorded estimates are revised. Consequently, operating results can be affected by revisions to prior accounting estimates.

Property, Plant and Equipment

Property, plant and equipment are stated at original cost less accumulated depreciation or fair value, if impaired. Costs include direct labor, materials and third-party construction contractor costs, allowance for funds used during construction ("AFUDC"), and certain indirect costs related to equipment and employees engaged in construction. The costs of repairs and minor replacements are charged to expense as incurred, and the costs of major renewals and betterments are capitalized. Upon retirement or disposition of property within the regulated businesses, the gain or loss, net of salvage value, is charged to accumulated depreciation. Upon retirement or disposition of property owned by the unregulated businesses, the gain or loss, net of salvage value, is charged to income. A summary of property, plant and equipment for continuing operations by classification as of December 31, 2021 and 2020 is provided in the following table:

	As of December 31,	
(in thousands)	2021	2020
Property, plant and equipment		
Regulated Energy		
Natural gas distribution - Delmarva Peninsula and Florida	$ 859,627	$ 782,329
Natural gas transmission - Delmarva Peninsula, Pennsylvania and Florida	727,277	667,538
Electric distribution	133,383	127,710
Unregulated Energy		
Propane operations – Mid-Atlantic, North Carolina, South Carolina and Florida	176,095	151,258
Natural gas transmission and supply – Ohio	112,050	87,962
Electricity and steam generation	36,740	36,521
Mobile CNG and pipeline solutions	32,374	24,905
Other	35,418	30,769
Total property, plant and equipment	2,112,964	1,908,992
Less: Accumulated depreciation and amortization	(417,479)	(368,743)
Plus: Construction work in progress	49,393	60,929
Net property, plant and equipment	$ 1,744,878	$ 1,601,178

Contributions or Advances in Aid of Construction

Customer contributions or advances in aid of construction reduce property, plant and equipment, unless the amounts are refundable to customers. Contributions or advances may be refundable to customers after a number of years based on the amount of revenues generated from the customers or the duration of the service provided to the customers. Refundable contributions or advances are recorded initially as liabilities. Non-refundable contributions reduce property, plant and equipment at the time of such determination. As of December 31, 2021 and 2020, the non-refundable contributions totaled $6.3 million and $3.7 million, respectively.

AFUDC

Some of the additions to our regulated property, plant and equipment include AFUDC, which represents the estimated cost of funds, from both debt and equity sources, used to finance the construction of major projects. AFUDC is capitalized in the applicable rate base for ratemaking purposes when the completed projects are placed in service. During the years ended December 31, 2021, 2020 and 2019 AFUDC totaled $0.4 million, $0.7 million and $0.7 million, respectively, which was reflected as a reduction of interest charges.

Leases

We have entered into lease arrangements for office space, land, equipment, pipeline facilities and warehouses. These leases enable us to conduct our business operations in the regions in which we operate. Our operating leases are included in operating lease right-of-use assets, other accrued liabilities, and operating lease - liabilities in our consolidated balance sheets.

Right-of-use assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Leases with an initial term of 12 months or less are not recorded on our balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. Our leases do not provide an implicit lease rate, therefore, we utilize our incremental borrowing rate, as the basis to calculate the present value of future lease payments, at lease commencement. Our incremental borrowing rate represents the rate that we would have to pay to borrow funds on a collateralized basis over a similar term and in a similar economic environment.

We have lease agreements with lease and non-lease components. At the adoption of ASC 842, we elected not to separate non-lease components from all classes of our existing leases. The non-lease components have been accounted for as part of the single lease component to which they are related. See Note 15, *Leases*, for additional information.

Jointly-owned Pipelines

Property, plant and equipment for our Florida natural gas transmission operation included $27.6 million of assets at December 31, 2021, which consist of the 26-mile Callahan intrastate transmission pipeline in Nassau County, Florida jointly-owned with Seacoast Gas Transmission. Peninsula Pipeline's ownership is 50 percent. The pipeline was placed in-service during the second quarter of 2020. Peninsula Pipeline's share of direct expenses for the jointly-owned pipeline are included in operating expenses of our consolidated statements of income. Accumulated depreciation for this pipeline totaled $0.9 million at December 31, 2021.

Property, plant and equipment for our Florida natural gas transmission operation also included $6.7 million of assets, at December 31, 2021 and 2020, which consisted of the 16-mile pipeline from the Duval/Nassau County line to Amelia Island in Nassau County, Florida, previously jointly owned with Peoples Gas. Effective October 2020, the parties agreed to terminate the pre-existing ownership and capacity agreement and rescind their ownership interests in exchange for defined sections of the pipeline. This resulted in Peninsula Pipeline taking a 100% ownership in the northern end of the pipeline. Accumulated depreciation for this pipeline totaled $1.8 million and $1.7 million at December 31, 2021 and 2020, respectively.

Impairment of Long-lived Assets

We periodically evaluate whether events or circumstances have occurred, which indicate that other long-lived assets may not be fully recoverable. The determination of whether an impairment has occurred is based on an estimate of undiscounted future cash flows attributable to the asset, compared to the carrying value of the asset. When such events or circumstances are present, we record an impairment loss equal to the excess of the asset's carrying value over its fair value, if any.

Depreciation and Accretion Included in Operations Expenses

We compute depreciation expense for our regulated operations by applying composite, annual rates, as approved by the respective regulatory bodies. The following table shows the average depreciation rates used for regulated operations during the years ended December 31, 2021, 2020 and 2019:

	2021	2020	2019
Natural gas distribution – Delmarva Peninsula	2.5%	2.5%	2.5%
Natural gas distribution – Florida	2.5%	2.5%	2.6%
Natural gas transmission – Delmarva Peninsula	2.7%	2.7%	2.6%
Natural gas transmission – Florida	2.3%	2.3%	2.4%
Electric distribution	2.8%	2.9%	3.4%

For our unregulated operations, we compute depreciation expense on a straight-line basis over the following estimated useful lives of the assets:

Asset Description	Useful Life
Propane distribution mains	10-37 years
Propane bulk plants and tanks	10-40 years
Propane equipment, meters and meter installations	5-33 years
Measuring and regulating station equipment	5-37 years
Natural gas pipelines	45 years
Natural gas right of ways	Perpetual
CHP plant	30 years
Natural gas processing equipment	20-25 years
Office furniture and equipment	3-10 years
Transportation equipment	4-20 years
Structures and improvements	5-45 years
Other	Various

We report certain depreciation and accretion in operations expense, rather than as a depreciation and amortization expense, in the accompanying consolidated statements of income in accordance with industry practice and regulatory requirements. Depreciation and accretion included in operations expense consists of the accretion of the costs of removal for future retirements of utility assets, vehicle depreciation, computer software and hardware depreciation, and other minor amounts of depreciation expense. For the years ended December 31, 2021, 2020 and 2019, we reported $10.2 million, $9.6 million and $8.8 million, respectively, of depreciation and accretion in operations expenses.

Regulated Operations

We account for our regulated operations in accordance with ASC Topic 980, *Regulated Operations,* which includes accounting principles for companies whose rates are determined by independent third-party regulators. When setting rates, regulators often make decisions, the economics of which require companies to defer costs or revenues in different periods than may be appropriate for unregulated enterprises. When this situation occurs, a regulated company defers the associated costs as regulatory assets on the balance sheet and records them as expense on the income statement as it collects revenues. Further, regulators can also impose liabilities upon a regulated company, for amounts previously collected from customers and for recovery of costs that are expected to be incurred in the future, as regulatory liabilities. If we were required to terminate the application of these regulatory provisions to our regulated operations, all such deferred amounts would be recognized in the statement of income at that time, which could have a material impact on our financial position, results of operations and cash flows.

We monitor our regulatory and competitive environments to determine whether the recovery of our regulatory assets continues to be probable. If we determined that recovery of these assets is no longer probable, we would write off the assets against earnings. We believe that the provisions of ASC Topic 980, *Regulated Operations,* continue to apply to our regulated operations and that the recovery of our regulatory assets is probable.

Revenue Recognition

Revenues for our natural gas and electric distribution operations are based on rates approved by the PSC in each state in which they operate. Customers' base rates may not be changed without formal approval by these commissions. The PSCs, however, have authorized our regulated operations to negotiate rates, based on approved methodologies, with customers that have competitive alternatives. Eastern Shore's revenues are based on rates approved by the FERC. The FERC has also authorized Eastern Shore to negotiate rates above or below the FERC-approved maximum rates, which customers can elect as an alternative to FERC-approved maximum rates.

For regulated deliveries of natural gas and electricity, we read meters and bill customers on monthly cycles that do not coincide with the accounting periods used for financial reporting purposes. We accrue unbilled revenues for natural gas and electricity delivered, but not yet billed, at the end of an accounting period to the extent that they do not coincide. We estimate the amount of the unbilled revenue by jurisdiction and customer class.

All of our regulated natural gas and electric distribution operations have fuel cost recovery mechanisms, except for two utilities that provide only unbundled delivery service (Chesapeake Utilities' Central Florida Gas division and FPU's Indiantown division). These mechanisms allow us to adjust billing rates, without further regulatory approvals, to reflect changes in the cost of purchased fuel. Differences between the cost of fuel purchased and delivered are deferred and accounted for as either unrecovered fuel cost or amounts payable to customers. Generally, these deferred amounts are recovered or refunded within one year.

We charge flexible rates to our natural gas distribution industrial interruptible customers who can use alternative fuels. Interruptible service imposes no contractual obligation to deliver or receive natural gas on a firm service basis.

Our unregulated propane delivery businesses record revenue in the period the products are delivered and/or services are rendered for their bulk delivery customers. For propane customers with meters whose billing cycles do not coincide with our accounting periods, we accrue unbilled revenue for product delivered but not yet billed and bill customers at the end of an accounting period, as we do in our regulated energy businesses.

Our Ohio natural gas transmission/supply operation recognizes revenues based on actual volumes of natural gas shipped using contractual rates based upon index prices that are published monthly.

Eight Flags records revenues based on the amount of electricity and steam generated and sold to its customers.

Our mobile compressed natural gas operation recognizes revenue for CNG services at the end of each calendar month for services provided during the month based on agreed upon rates for labor, equipment utilized, costs incurred for natural gas compression, miles driven, mobilization and demobilization fees.

We report revenue taxes, such as gross receipts taxes, franchise taxes, and sales taxes, on a net basis.

Natural Gas, Electric and Propane Costs

Natural gas, electric and propane costs include the direct costs attributable to the products sold or services provided to our customers. These costs include primarily the variable commodity cost of natural gas, electricity and propane, costs of pipeline capacity needed to transport and store natural gas, transmission costs for electricity, costs to gather and process natural gas, costs to transport propane to/from our storage facilities or our mobile CNG equipment to customer locations, and steam and electricity generation costs. Depreciation expense is not included in natural gas, electric and propane costs.

Operations and Maintenance Expenses

Operations and maintenance expenses include operations and maintenance salaries and benefits, materials and supplies, usage of vehicles, tools and equipment, payments to contractors, utility plant maintenance, customer service, professional fees and other outside services, insurance expense, minor amounts of depreciation, accretion of removal costs for future retirements of utility assets and other administrative expenses.

Cash and Cash Equivalents

Our policy is to invest cash in excess of operating requirements in overnight income-producing accounts. Such amounts are stated at cost, which approximates fair value. Investments with an original maturity of three months or less when purchased are considered cash equivalents.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable consist primarily of amounts due for sales of natural gas, electricity and propane and transportation and distribution services to customers. An allowance for doubtful accounts is recorded against amounts due based upon our collections experiences and an assessment of our customers' inability or reluctance to pay. If circumstances change, our estimates of recoverable accounts receivable may also change. Circumstances which could affect such estimates include, but are not limited to, customer credit issues, natural gas, electricity and propane prices and impacts from pandemics and general economic conditions. Accounts receivable are written off when they are deemed to be uncollectible.

Our estimate for expected credit losses has been developed by analyzing our portfolio of financial assets that present potential credit exposure risk. These assets consist solely of our trade receivables from customers and contract assets. The estimate is based on five years of historical collections experience, a review of current economic and operating conditions in our service territories, and an examination of economic indicators which provide a reasonable and supportable basis of potential future activity. Those indicators include metrics which we believe provide insight into the future collectability of our trade receivables such as unemployment rates and economic growth statistics in our service territories.

When determining estimated credit losses, we analyze the balance of our trade receivables based on the underlying line of business. This resulted in an examination of trade receivables from our energy distribution, energy transmission, energy delivery services and propane operations businesses. Our energy distribution business consists of all our regulated distribution utility (natural gas and electric) operations on the Delmarva Peninsula and in Florida. These business units have the ability to recover their costs through the rate making process, which can include consideration for amounts historically written off to be included in rate base. Therefore, they possess a mechanism to recover credit losses which we believe reduces their exposure to credit risk. Our energy transmission and energy delivery services business units consist of our natural gas pipelines and our mobile CNG delivery operations. The majority of customers served by these business units are regulated distribution utilities who also have the ability to recover their costs. We believe this cost recovery mechanism significantly reduces the amount of credit risk. Our propane operations are unregulated and do not have the same ability to recover their costs as our regulated operations. However, historically our propane operations have not had material write offs relative to the amount of revenues generated.

Our estimate of expected credit losses reflects our anticipated losses associated with our trade receivables as a result of non-payment from our customers beginning the day the trade receivable is established. We believe the risk of loss associated with trade receivables classified as current presents the least amount of credit exposure risk and therefore, we assign a lower estimate to our current trade receivables. As our trade receivables age outside of their expected due date, our estimate increases. Our allowance for credit losses relative to the balance of our trade receivables has historically been immaterial as a result of on time payment activity from our customers.

During the first quarter of 2020, COVID-19 began to rapidly spread within the United States. Federal, state and local governments throughout the country imposed restrictions to promote social distancing to slow the spread of the virus, which has also had the effect of limiting commercial activity. These measures resulted in significant job losses and a slowing of economic activity across the United States and in the areas that we serve. We have considered the impact of COVID-19 on our receivables for the twelve months ended December 31, 2021, monitored developments that impact our customers' ability to pay and have revised our estimates of expected credit losses to reflect these impacts.

(in thousands)		
Balance at December 31, 2020	**$**	**4,785**
Additions:		
Provision for credit losses		**134**
Recoveries		**(125)**
Deductions:		
Write offs		**(1,653)**
Balance at December 31, 2021	**$**	**3,141**

Inventories

We use the average cost method to value propane, materials and supplies, and other merchandise inventory. If market prices drop below cost, inventory balances that are subject to price risk are adjusted to their net realizable value. There was no lower-of-cost-or-net realizable value adjustment for the years ended December 31, 2021, 2020 or 2019.

Goodwill and Other Intangible Assets

Goodwill is not amortized but is tested for impairment at least annually, or more frequently if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value. We use a present value technique based on discounted cash flows to estimate the fair value of our reporting units. An impairment charge is recognized if the carrying value of a reporting unit's goodwill exceeds its implied fair value. The testing of goodwill for the years ended December 31, 2021, 2020 and 2019 indicated no goodwill impairment. Other intangible assets are amortized on a straight-line basis over their estimated economic useful lives.

Other Deferred Charges

Other deferred charges include issuance costs associated with short-term borrowings. These charges are amortized over the life of the related short-term debt borrowings.

Asset Removal Cost

As authorized by the appropriate regulatory body (state PSC or FERC), we accrue future asset removal costs associated with utility property, plant and equipment even if a legal obligation does not exist. Such accruals are provided for through depreciation expense and are recorded with corresponding credits to regulatory liabilities or assets. When we retire depreciable utility plant and equipment, we charge the associated original costs to accumulated depreciation and amortization, and any related removal costs incurred are charged to regulatory liabilities or assets. The difference between removal costs recognized in depreciation rates and the accretion and depreciation expense recognized for financial reporting purposes is a timing difference between recovery of these costs in rates and their recognition for financial reporting purposes. Accordingly, these differences are deferred as regulatory liabilities or assets. In the rate setting process, the regulatory liability or asset is excluded from the rate base upon which those utilities have the opportunity to earn their allowed rates of return. The costs associated with our asset retirement obligations are either currently being recovered in rates or are probable of recovery in future rates.

Pension and Other Postretirement Plans

Pension and other postretirement plan costs and liabilities are determined on an actuarial basis and are affected by numerous assumptions and estimates, including the fair value of plan assets, estimates of the expected returns on plan assets, assumed discount rates, the level of contributions made to the plans, and current demographic and actuarial mortality data. We review annually the estimates and assumptions underlying our pension and other postretirement plan costs and liabilities with the assistance of third-party actuarial firms. The assumed discount rates, expected returns on plan assets and the mortality assumption are the factors that generally have the most significant impact on our pension costs and liabilities. The assumed discount rates, health care cost trend rates and rates of retirement generally have the most significant impact on our postretirement plan costs and liabilities.

The discount rates are utilized principally in calculating the actuarial present value of our pension and postretirement obligations and net pension and postretirement costs. When estimating our discount rates, we consider high-quality corporate bond rates, such as the Prudential curve index and the FTSE Index, changes in those rates from the prior year and other pertinent factors, including the expected life of each of our plans and their respective payment options.

The expected long-term rates of return on assets are utilized in calculating the expected returns on the plan assets component of our annual pension plan costs. We estimate the expected returns on plan assets by evaluating expected bond returns, asset allocations, the effects of active plan management, the impact of periodic plan asset rebalancing and historical performance. We also consider the guidance from our investment advisors in making a final determination of our expected rates of return on assets.

We estimate the health care cost trend rates used in determining our postretirement net expense based upon actual health care cost experience, the effects of recently enacted legislation and general economic conditions. Our assumed rate of retirement is estimated based upon our annual reviews of participant census information as of the measurement date.

The mortality assumption used for our pension and postretirement plans is reviewed periodically and is based on the actuarial table that best reflects the expected mortality of the plan participants.

Income Taxes, Investment Tax Credit Adjustments and Tax-Related Contingency

Deferred tax assets and liabilities are recorded for the income tax effect of temporary differences between the financial statement basis and tax basis of assets and liabilities and are measured using the enacted income tax rates in effect in the years in which the differences are expected to reverse. Deferred tax assets are recorded net of any valuation allowance when it is more likely than not that such income tax benefits will be realized. Investment tax credits on utility property have been deferred and are allocated to income ratably over the lives of the subject property.

We account for uncertainty in income taxes in our consolidated financial statements only if it is more likely than not that an uncertain tax position is sustainable based on technical merits. Recognizable tax positions are then measured to determine the amount of benefit recognized in the consolidated financial statements. We recognize penalties and interest related to unrecognized tax benefits as a component of other income.

We account for contingencies associated with taxes other than income when the likelihood of a loss is both probable and estimable. In assessing the likelihood of a loss, we do not consider the existence of current inquiries, or the likelihood of future inquiries, by tax authorities as a factor. Our assessment is based solely on our application of the appropriate statutes and the likelihood of a loss, assuming the proper inquiries are made by tax authorities.

Financial Instruments

We utilize financial instruments to mitigate commodity price risk associated with fluctuations of natural gas, electricity and propane and to mitigate interest rate risk. Our propane operations enter into derivative transactions, such as swaps, put options and call options in order to mitigate the impact of wholesale price fluctuations on inventory valuation and future purchase commitments. These transactions may be designated as fair value hedges or cash flow hedges, if they meet all of the accounting requirements pursuant to ASC Topic 815, *Derivatives and Hedging,* and we elect to designate the instruments as hedges. If designated as a fair value hedge, the value of the hedging instrument, such as a swap, future, or put option, is recorded at fair value, with the effective portion of the gain or loss of the hedging instrument effectively reducing or increasing the value of the hedged item. If designated as a cash flow hedge, the value of the hedging instrument, such as a swap or call option, is recorded at fair value with the effective portion of the gain or loss of the hedging instrument being recorded in comprehensive income. The ineffective portion of the gain or loss of a hedge is recorded in earnings. If the instrument is not designated as a fair value or cash flow hedge, or it does not meet the accounting requirements of a hedge under ASC Topic 815, *Derivatives and Hedging,* it is recorded at fair value with all gains or losses being recorded directly in earnings.

Our natural gas, electric and propane operations enter into agreements with suppliers to purchase natural gas, electricity, and propane for resale to our respective customers. Purchases under these contracts, as well as distribution and sales agreements with counterparties or customers, either do not meet the definition of a derivative, or qualify for "normal purchases and sales" treatment under ASC Topic 815 *Derivatives and Hedging*, and are accounted for on an accrual basis.

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

Recently Adopted Accounting Standards

There are no new accounting pronouncements issued that are applicable to us.

3. Earnings Per Share

The following table presents the calculation of our basic and diluted earnings per share:

	For the Year Ended December 31,		
	2021	2020	2019
(in thousands, except shares and per share data)			
Calculation of Basic Earnings Per Share:			
Income from Continuing Operations	$ **83,467**	$ 70,642	$ 61,100
Income/(Loss) from Discontinued Operations	**(1)**	856	4,053
Net Income	$ **83,466**	$ 71,498	$ 65,153
Weighted average shares outstanding	**17,558,078**	16,711,579	16,398,443
Earnings Per Share from Continuing Operations	$ **4.75**	$ 4.23	$ 3.73
Earnings Per Share from Discontinued Operations	**—**	0.05	0.24
Basic Earnings Per Share	$ **4.75**	$ 4.28	$ 3.97
Calculation of Diluted Earnings Per Share:			
Reconciliation of Denominator:			
Weighted average shares outstanding — Basic	**17,558,078**	16,711,579	16,398,443
Effect of dilutive securities — Share-based compensation	**74,951**	59,156	50,043
Adjusted denominator — Diluted	**17,633,029**	16,770,735	16,448,486
Earnings Per Share from Continuing Operations	$ **4.73**	$ 4.21	$ 3.72
Earnings Per Share from Discontinued Operations	**—**	0.05	0.24
Diluted Earnings Per Share	$ **4.73**	$ 4.26	$ 3.96

4. Acquisitions

Acquisition of Diversified Energy

On December 15, 2021, Sharp acquired the propane operating assets of Diversified Energy for approximately $37.5 million, net of cash acquired. In connection with this acquisition, we recorded a $2.1 million liability which is subject to the seller's adherence to various provisions contained in the purchase agreement through the first anniversary of the transaction closing. Included with the acquisition, was approximately $1.7 million of working capital from the Seller consisting predominantly of accounts receivable and propane inventory. We accounted for this acquisition as a business combination within our Unregulated Energy Segment beginning in the fourth quarter of 2021. There are multiple strategic benefits to this acquisition including it: (i) expands our propane service territory into North Carolina, South Carolina, Pennsylvania, and Virginia and (ii) includes an established customer base with opportunities for future growth. Through this acquisition, the Company expands its operating footprint into North Carolina and South Carolina and our propane business will add approximately 19,000 residential, commercial and agricultural customers, along with distribution of approximately 10.0 million gallons of propane annually. In connection with this acquisition, we recorded $23.1 million in property plant and equipment, $6.2 million in intangible assets associated with customer relationships and non-compete agreements and $5.9 million in goodwill, all of which is deductible for income tax purposes. The amounts recorded in conjunction with the acquisition are preliminary, and subject to adjustment based on contractual provisions. In January 2022, we received a $0.8 million customary post-closing working capital true-up provision related to the working capital valuation at the time of closing.

Acquisition of Western Natural Gas

In October 2020, Sharp acquired certain propane operating assets of Western Natural Gas, which provides propane distribution service throughout Jacksonville, Florida and the surrounding communities, for approximately $6.7 million, net of cash acquired. Additionally, the purchase price included $0.3 million of working capital. We accounted for this acquisition as a business combination within our Unregulated Energy Segment beginning in the fourth quarter of 2020. There are multiple strategic benefits to this acquisition including: (i) expansion of our propane service territory in Florida and (ii) establishment of a customer base with additional opportunities for future growth.

In connection with this acquisition, we recorded $3.5 million in property plant and equipment, $1.4 million in intangible assets associated with customer relationships and non-compete agreements and $1.8 million in goodwill, all of which is deductible for income tax purposes.

Acquisition of Elkton Gas
In July 2020, we closed on the acquisition on of Elkton Gas, which provides natural gas distribution service to approximately 7,000 residential and commercial customers within a franchised area of Cecil County, Maryland for approximately $15.6 million, net of cash acquired. Additionally, the purchase price included $0.6 million of working capital. Elkton Gas' territory is contiguous to our franchised service territory in Cecil County, Maryland.

In connection with this acquisition, we recorded $15.9 million in property, plant and equipment, $0.6 million in accounts receivable, $2.6 million in other liabilities, $2.6 million in regulatory liabilities and $4.3 million in goodwill, all of which is deductible for income tax purposes. All of the assets and liabilities are recorded in the Regulated Energy segment. Upon reaching the end of the acquisition measurement period, we recognized offsetting adjustments to the acquisition date fair values of several of the assets acquired and liabilities assumed. These adjustments did not materially impact our previously recognized amount of goodwill.

These acquisitions generated the following operating revenues and income:

	For the Year Ended December 31, 2021		For the Year Ended December 31, 2020	
(in thousands)	Operating Revenues	Operating Income	Operating Revenues	Operating Income
Diversified Energy	$ 1,423	$ 300	$ —	$ —
Western Natural Gas	$ 2,594	$ 550	$ 555	$ 120
Elkton Gas	$ 7,105	$ 1,000	$ 2,399	$ 418

5. 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 table displays revenue from continuing operations by major source based on product and service type for the years ended December 31, 2021, 2020 and 2019:

	For the year ended December 31, 2021			
(in thousands)	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution				
Delaware natural gas division	$ 71,195	$ —	$ —	$ 71,195
Florida natural gas division	34,074	—	—	34,074
FPU electric distribution	78,300	—	—	78,300
FPU natural gas distribution	100,535	—	—	100,535
Maryland natural gas division	22,449	—	—	22,449
Sandpiper natural gas/propane operations	20,746	—	—	20,746
Elkton Gas	7,105	—	—	7,105
Total energy distribution	334,404	—	—	334,404
Energy transmission				
Aspire Energy	—	38,163	—	38,163
Aspire Energy Express	187	—	—	187
Eastern Shore	76,911	—	—	76,911
Peninsula Pipeline	26,630	—	—	26,630
Total energy transmission	103,728	38,163	—	141,891
Energy generation				
Eight Flags	—	18,652	—	18,652
Propane operations				
Propane delivery operations	—	142,082	—	142,082
Energy delivery services				
Marlin Gas Services	—	8,315	—	8,315
Other and eliminations				
Eliminations	(54,212)	(343)	(21,348)	(75,903)
Other	—	—	527	527
Total other and eliminations	(54,212)	(343)	(20,821)	(75,376)
Total operating revenues (1)	**$ 383,920**	**$ 206,869**	**$ (20,821)**	**$ 569,968**

(1) Total operating revenues for the year ended December 31, 2021, include other revenue (revenues from sources other than contracts with customers) of $0.2 million and $0.4 million for our Regulated and Unregulated Energy segments, respectively. The sources of other revenues include revenue from alternative revenue programs related to revenue normalization for Maryland division and Sandpiper and late fees.

	For the year ended December 31, 2020			
(in thousands)	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution				
Delaware natural gas division	$ 63,389	$ —	$ —	$ 63,389
Florida natural gas division	30,850	—	—	30,850
FPU electric distribution	76,863	—	—	76,863
FPU natural gas distribution	90,150	—	—	90,150
Maryland natural gas division	21,853	—	—	21,853
Sandpiper natural gas/propane operations	17,214	—	—	17,214
Elkton Gas	2,399	—	—	2,399
Total energy distribution	302,718	—	—	302,718
Energy transmission				
Aspire Energy	—	27,951	—	27,951
Aspire Energy Express	16	—	—	16
Eastern Shore	75,117	—	—	75,117
Peninsula Pipeline	23,080	—	—	23,080
Total energy transmission	98,213	27,951	—	126,164
Energy generation				
Eight Flags	—	16,147	—	16,147
Propane operations				
Propane delivery operations	—	100,744	—	100,744
Energy delivery services				
Marlin Gas Services	—	7,818	—	7,818
Other and eliminations				
Eliminations	(48,185)	(134)	(17,602)	(65,921)
Other	—	—	528	528
Total other and eliminations	(48,185)	(134)	(17,074)	(65,393)
Total operating revenues [1]	**$ 352,746**	**$ 152,526**	**$ (17,074)**	**$ 488,198**

[1] Total operating revenues for the year ended December 31, 2020, include other revenue (revenues from sources other than contracts with customers of $1.4 million and $0.2 million for our Regulated and Unregulated Energy segments, respectively. The sources of other revenues include revenue from alternative revenue programs related to revenue normalization for Maryland division and Sandpiper and late fees.

	For the years ended December 31, 2019			
(in thousands)	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution				
Delaware natural gas division	$ 62,659	$ —	$ —	$ 62,659
Florida natural gas division	28,485	—	—	28,485
FPU electric distribution	77,416	—	—	77,416
FPU natural gas distribution	82,418	—	—	82,418
Maryland natural gas division	22,517	—	—	22,517
Sandpiper natural gas/propane operations	19,068	—	—	19,068
Total energy distribution	292,563	—	—	292,563
Energy transmission				
Aspire Energy	—	32,493	—	32,493
Aspire Energy Express	—	—	—	—
Eastern Shore	72,924	—	—	72,924
Peninsula Pipeline	16,453	—	—	16,453
Total energy transmission	89,377	32,493	—	121,870
Energy generation				
Eight Flags	—	16,749	—	16,749
Propane operations				
Propane delivery operations	—	109,614	—	109,614
Energy delivery services				
Marlin Gas Services	—	5,702	—	5,702
Other and eliminations				
Eliminations	(38,934)	(10,407)	(18,081)	(67,422)
Other	—	—	529	529
Total other and eliminations	(38,934)	(10,407)	(17,552)	(66,893)
Total operating revenues [1]	$ 343,006	$ 154,151	$ (17,552)	$ 479,605

[1] Total operating revenues for the year ended December 31, 2019, include other revenue (revenues from sources other than contracts with customers) of $(0.1) million and $0.3 million for our Regulated and Unregulated Energy segments, respectively. The sources of other revenues include revenue from alternative revenue programs related to revenue normalization for Maryland division and Sandpiper and late fees.

Regulated Energy Segment

The businesses within our Regulated Energy segment are regulated utilities whose operations and customer contracts are subject to rates approved by the respective state PSC or the FERC.

Our energy distribution operations deliver natural gas or electricity to customers, and we bill the customers for both the delivery of natural gas or electricity and the related commodity, where applicable. In most jurisdictions, our customers are also required to purchase the commodity from us, although certain customers in some jurisdictions may purchase the commodity from a third-party retailer (in which case we provide delivery service only). We consider the delivery of natural gas or electricity and/or the related commodity sale as one performance obligation because the commodity and its delivery are highly interrelated with two-way dependency on one another. Our performance obligation is satisfied over time as natural gas or electricity is delivered and consumed by the customer. We recognize revenues based on monthly meter readings, which are based on the quantity of natural gas or electricity used and the approved rates. We accrue unbilled revenues for natural gas and electricity that have been delivered, but not yet billed, at the end of an accounting period, to the extent that billing and delivery do not coincide.

Revenues for Eastern Shore are based on rates approved by the FERC. The FERC has also authorized Eastern Shore to negotiate rates above or below the FERC-approved maximum rates, which customers can elect as an alternative to the FERC-approved maximum rates. Eastern Shore's services can be firm or interruptible. Firm services are offered on a guaranteed basis and are available at all times unless prevented by force majeure or other permitted curtailments. Interruptible customers receive service only when there is available capacity or supply. Our performance obligation is satisfied over time as we deliver natural gas to the customers' locations. We recognize revenues based on capacity used or reserved and the fixed monthly charge.

Peninsula Pipeline is engaged in natural gas intrastate transmission to third-party customers and certain affiliates in the State of Florida. Our performance obligation is satisfied over time as the natural gas is transported to customers. We recognize revenue based on rates approved by the Florida PSC and the capacity used or reserved. We accrue unbilled revenues for transportation services provided and not yet billed at the end of an accounting period.

Aspire Energy Express is engaged in natural gas intrastate transmission in the State of Ohio. We currently serve the Guernsey power plant and our performance obligation is satisfied over time as the natural gas is transported to the plant. We recognize revenue based on rates approved by the Ohio PSC and the capacity used or reserved. We accrue unbilled revenues for transportation services provided and not yet billed at the end of an accounting period.

Unregulated Energy Segment

Revenues generated from the Unregulated Energy segment are not subject to any federal, state, or local pricing regulations. Aspire Energy primarily sources gas from hundreds of conventional producers and performs gathering and processing functions to maintain the quality and reliability of its gas for its wholesale customers. Aspire Energy's performance obligation is satisfied over time as natural gas is delivered to its customers. Aspire Energy recognizes revenue based on the deliveries of natural gas at contractually agreed upon rates (which are based upon an established monthly index price and a monthly operating fee, as applicable). For natural gas customers, we accrue unbilled revenues for natural gas that has been delivered, but not yet billed, at the end of an accounting period, to the extent that billing and delivery do not coincide with the end of the accounting period.

Eight Flags' CHP plant, which is located on land leased from a customer, produces three sources of energy: electricity, steam and heated water. This customer purchases the steam (unfired and fired) and heated water, which are used in the customer's production facility. Our electric distribution operation purchases the electricity generated by the CHP plant for distribution to its customers. Eight Flags' performance obligation is satisfied over time as deliveries of heated water, steam and electricity occur. Eight Flags recognizes revenues over time based on the amount of heated water, steam and electricity generated and delivered to its customers.

For our propane operations, we recognize revenue based upon customer type and service offered. Generally, for propane bulk delivery customers (customers without meters) and wholesale sales, our performance obligation is satisfied when we deliver propane to the customers' locations (point-in-time basis). We recognize revenue from these customers based on the number of gallons delivered and the price per gallon at the point-in-time of delivery. For our propane delivery customers with meters, we satisfy our performance obligation over time when we deliver propane to customers. We recognize revenue over time based on the amount of propane consumed and the applicable price per unit. For propane delivery metered customers, we accrue unbilled revenues for propane that has been delivered, but not yet billed, at the end of an accounting period, to the extent that billing and delivery do not coincide with the end of the accounting period.

Marlin Gas Services provides mobile CNG and pipeline solutions primarily to utilities and pipelines. Marlin Gas Services provides temporary hold services, pipeline integrity services, emergency services for damaged pipelines and specialized gas services for customers who have unique requirements. Marlin Gas Services' performance obligations are comprised of the compression of natural gas, mobilization of CNG equipment, utilization of equipment and on-site CNG support. Our performance obligations for the compression of natural gas, utilization of mobile CNG equipment and for the on-site CNG staff support are satisfied over time when the natural gas is compressed, equipment is utilized or as our staff provide support services to our customers. Our performance obligation for the mobilization of CNG equipment is satisfied at a point-in-time when the equipment is delivered to the customer project location. We recognize revenue for CNG services at the end of each calendar month for services provided during the month based on agreed upon rates for equipment utilized, costs incurred for natural gas compression, miles driven, mobilization and demobilization 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 consolidated balance sheets. The balances of our trade receivables, contract assets, and contract liabilities as of December 31, 2021 and 2020 were as follows:

	Trade Receivables	Contract Assets (Noncurrent)	Contract Liabilities (Current)
(in thousands)			
Balance at 12/31/2020	$ 55,600	$ 4,816	$ 644
Balance at 12/31/2021	56,277	4,806	747
Increase (decrease)	$ 677	$ (10)	$ 103

Our trade receivables are included in trade and other receivables in the consolidated balance sheets. Our non-current contract assets are included in receivables and other deferred charges in the consolidated balance sheet and 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 consolidated balance sheets and relate to non-refundable prepaid fixed fees for our Mid-Atlantic propane delivery operation's retail offerings. Our performance obligation is satisfied over the term of the respective retail offering plan on a ratable basis. For the years ended December 31, 2021 and 2020, we recognized revenue of $1.1 million and $1.3 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 December 31, 2021 are expected to be recognized as follows:

(in thousands)	2022	2023	2024	2025	2026	2027 and thereafter
Eastern Shore and Peninsula Pipeline	$ 33,925	$ 26,334	$ 24,103	$ 23,231	$ 21,964	$ 179,866
Natural gas distribution operations	6,747	6,174	5,946	5,410	5,179	33,543
FPU electric distribution	652	652	652	275	275	550
Total revenue contracts with remaining performance obligations	$ 41,324	$ 33,160	$ 30,701	$ 28,916	$ 27,418	$ 213,959

Practical expedients

For our businesses with agreements that contain variable consideration, we use the invoice practical expedient method. We determined that the amounts invoiced to customers correspond directly with the value to our customers and our performance to date.

6. Segment Information

We use the management approach to identify operating segments. We organize our business around differences in regulatory environment and/or products or services, and the operating results of each segment are regularly reviewed by the chief decision maker (our 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 operations, and mobile compressed natural gas distribution and pipeline solutions operations. 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 information about our reportable segments.

	For the Year Ended December 31,		
(in thousands)	2021	2020	2019
Operating Revenues, Unaffiliated Customers			
Regulated Energy	$ 381,879	$ 350,853	$ 340,857
Unregulated Energy	188,089	137,345	138,748
Total operating revenues, unaffiliated customers	$ 569,968	$ 488,198	$ 479,605
Intersegment Revenues [1]			
Regulated Energy	$ 2,041	$ 1,893	$ 2,149
Unregulated Energy	18,780	15,181	15,403
Other businesses	527	528	529
Total intersegment revenues	$ 21,348	$ 17,602	$ 18,081
Operating Income (Loss)			
Regulated Energy	$ 106,064	$ 92,124	$ 86,584
Unregulated Energy	24,382	20,664	19,938
Other businesses and eliminations	666	(65)	(237)
Operating Income	131,112	112,723	106,285
Other income (expense), net	1,721	3,222	(1,847)
Interest charges	20,135	21,765	22,224
Income from Continuing Operations before Income Taxes	112,698	94,180	82,214
Income Taxes on Continuing Operations	29,231	23,538	21,114
Income from Continuing Operations	83,467	70,642	61,100
Income (loss) from Discontinued Operations, Net of Tax	(1)	686	(1,349)
Gain on sale of Discontinued Operations, Net of tax	—	170	5,402
Net Income	$ 83,466	$ 71,498	$ 65,153
Depreciation and Amortization			
Regulated Energy	$ 48,748	$ 46,079	$ 35,227
Unregulated Energy	13,869	11,988	10,130
Other businesses and eliminations	44	50	67
Total depreciation and amortization	$ 62,661	$ 58,117	$ 45,424
Capital Expenditures			
Regulated Energy	$ 139,733	147,100	$ 130,604
Unregulated Energy	81,651	46,295	60,034
Other businesses	6,425	2,480	8,348
Total capital expenditures	$ 227,809	$ 195,875	$ 198,986

[1] All significant intersegment revenues are billed at market rates and have been eliminated from consolidated revenues.

	As of December 31,			
	2021		2020	
Identifiable Assets				
Regulated Energy segment	$	1,629,191	$	1,547,619
Unregulated Energy segment		439,114		347,665
Other businesses and eliminations		46,564		37,203
Total identifiable assets	$	2,114,869	$	1,932,487

7. Supplemental Cash Flow Disclosures

Cash paid for interest and income taxes during the years ended December 31, 2021, 2020 and 2019 were as follows:

	For the Year Ended December 31,					
	2021		2020		2019	
(in thousands)						
Cash paid for interest	$	20,809	$	22,884	$	23,856
Cash (received) paid for income taxes, net of refunds	$	8,395	$	(8,135)	$	3,221

Non-cash investing and financing activities during the years ended December 31, 2021, 2020, and 2019 were as follows:

	For the Year Ended December 31,					
	2021		2020		2019	
(in thousands)						
Capital property and equipment acquired on account, but not paid for as of December 31	$	16,164	$	23,625	$	13,470
Common stock issued for the Retirement Savings Plan	$	1,712	$	1,605	$	—
Common stock issued under the SICP	$	2,834	$	1,971	$	1,691

8. 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 December 31, 2021 and 2020, our natural gas and electric distribution operations did not have any outstanding derivative contracts.

Volume of Derivative Activity

As of December 31, 2021, the volume of our open 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	21.2	Cash flow hedges	June, 2024
Sharp	Propane (gallons)	Sales	4.4	Cash flow hedges	December, 2022
Sharp	Propane (gallons)	Purchases	0.3	N/A	March 2022

Sharp entered into futures and swap agreements to mitigate the risk of fluctuations in wholesale propane index prices associated with the propane volumes expected to be purchased and/or sold during the heating season. Under the futures and swap agreements, Sharp will receive or pay the difference between (i) the index prices (Mont Belvieu prices in December 2021 through June 2024) and (ii) the per gallon propane contracted prices, to the extent the index prices deviate from 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 flows 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 approximately $3.6 million of unrealized gain from accumulated other comprehensive income to earnings during the next 12-month period ending December 31, 2022.

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 the second quarter of 2020, we entered into interest rate swaps with notional amounts totaling $100.0 million associated with three of our short-term lines of credit which expired in October 2020. The interest rate swaps were entered to hedge the variability in cash flows attributable to changes in the short-term borrowing rates during this period. Pricing on the interest rate swaps ranged between 0.2615 and 0.3875 percent for the period. In the fourth quarter of 2020, we entered into additional interest rate swaps with notional amount of $60.0 million through December 2021 with pricing of 0.20 percent and 0.205 percent for the period associated with our outstanding borrowing under the Revolver. In February 2021, we entered into an additional interest rate swap with a notional amount of $40.0 million through December 2021 with pricing of 0.17 percent. Our short-term borrowing is based on the 30-day LIBOR rate. The interest swap was cash settled monthly as the counter-party pays us the 30-day LIBOR rate less the fixed rate. At December 31, 2021 all of our interest rate swaps had expired and we have not entered into any new derivative contracts associated with our outstanding short-term borrowings.

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, the balance related to the account is as follows:

(in thousands)	**Balance Sheet Location**	**December 31, 2021**	**December 31, 2020**
Sharp	Other Current Liabilities	$ **4,081**	$ 1,505

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 consolidated balance sheets as of December 31, 2021 and 2020 are as follows:

(in thousands)	Derivative Assets: Balance Sheet Location	Fair Value as of December 31, 2021	Fair Value as of December 31, 2020
Derivatives not designated as hedging instruments			
Propane swap agreements	Derivative assets, at fair value	$ 16	$ —
Derivatives designated as fair value hedges			
Propane put options	Derivative assets, at fair value	—	14
Derivatives designated as cash flow hedges			
Propane swap agreements	Derivative assets, at fair value	7,060	3,255
Total Derivative Assets		$ 7,076	$ 3,269

(in thousands)	Derivative Liabilities: Balance Sheet Location	Fair Value as of December 31, 2021	Fair Value as of December 31, 2020
Derivatives designated as fair value hedges			
Propane put options	Derivative liabilities, at fair value	$ —	$ 23
Derivatives designated as cash flow hedges			
Propane swap agreements	Derivative liabilities, at fair value	743	64
Interest rate swap agreements	Derivative liabilities, at fair value	—	40
Total Derivative Liabilities		$ 743	$ 127

The effects of gains and losses from derivative instruments are as follows:

(in thousands)	Location of Gain (Loss) on Derivatives	Amount of Gain (Loss) on Derivatives: For the Year Ended December 31, 2021	2020	2019
Derivatives not designated as hedging instruments				
Propane swap agreements	Propane and natural gas costs	$ (1)	$ —	$ —
Derivatives designated as fair value hedges				
Put/Call option	Propane and natural gas costs	(24)	(12)	—
Put/Call option	Propane inventory	—	34	—
Derivatives designated as cash flow hedges				
Propane swap agreements	Revenues	(536)	—	—
Propane swap agreements	Propane and natural gas costs	7,187	2,428	1,520
Propane swap agreements	Other comprehensive income (loss)	3,126	5,035	(253)
Interest rate swap agreements	Interest expense	(28)	60	—
Interest rate swap agreements	Other comprehensive income (loss)	—	(40)	—
Natural gas swap contracts	Other comprehensive income (loss)	—	—	(63)
Natural gas futures contracts	Other comprehensive income (loss)	—	—	(294)
Total		$ 9,724	$ 7,505	$ 910

9. 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:

Fair Value Hierarchy	Description of Fair Value Level	Fair Value Technique Utilized
Level 1	Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities	*Investments - equity securities* - The fair values of these trading securities are recorded at fair value based on unadjusted quoted prices in active markets for identical securities. *Investments - mutual funds and other* - 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.
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	*Derivative assets and liabilities* - 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 both significant to the fair value measurement and unobservable (i.e. supported by little or no market activity)	*Investments - guaranteed income fund* - The fair values of these investments are recorded at the contract value, which approximates their fair value.

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 December 31, 2021 and 2020, respectively:

		Fair Value Measurements Using:		
As of December 31, 2021 *(in thousands)*	Fair Value	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Investments—equity securities	$ 26	$ 26	$ —	$ —
Investments—guaranteed income fund	2,036	—	—	2,036
Investments—mutual funds and other	10,033	10,033	—	—
Total investments	12,095	10,059	—	2,036
Derivative assets	7,076	—	7,076	—
Total assets	$ 19,171	$ 10,059	$ 7,076	$ 2,036
Liabilities:				
Derivative liabilities	$ 743	$ —	$ 743	$ —

As of December 31, 2020 *(in thousands)*	Fair Value	Fair Value Measurements Using: Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Investments—equity securities	$ 21	$ 21	$ —	$ —
Investments—guaranteed income fund	2,156	—	—	2,156
Investments—mutual funds and other	8,599	8,599	—	—
Total investments	10,776	8,620	—	2,156
Derivative assets	3,269	—	3,269	—
Total assets	$ 14,045	$ 8,620	$ 3,269	$ 2,156
Liabilities:				
Derivative liabilities	$ 127	$ —	$ 127	$ —

The following table sets forth the summary of the changes in the fair value of Level 3 investments for the years ended December 31, 2021 and 2020:

(in thousands)	For the Year Ended December 31, 2021	2020
Beginning Balance	$ 2,156	$ 803
Purchases and adjustments	88	261
Transfers/disbursements	(241)	1,065
Investment income	33	27
Ending Balance	$ 2,036	$ 2,156

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

At December 31, 2021 and 2020, 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, 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 3 measurement).

At December 31, 2021, long-term debt, which includes the current maturities but excludes debt issuance cost, had a carrying value of $568.8 million, compared to the estimated fair value of $597.2 million. At December 31, 2020, long-term debt, which includes the current maturities and debt issuance costs, had a carrying value of $523.0 million, compared to a fair value of $548.5 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 3 measurement.

See Note 17, *Employee Benefit Plans*, for fair value measurement information related to our pension plan assets.

10. Investments

The investment balances at December 31, 2021 and 2020, consisted of the following:

	As of December 31,	
(in thousands)	2021	2020
Rabbi trust (associated with the Non-Qualified Deferred Compensation Plan)	$ 12,069	$ 10,755
Investments in equity securities	26	21
Total	$ 12,095	$ 10,776

We classify these investments as trading securities and report them at their fair value. For the years ended December 31, 2021, 2020 and 2019, we recorded net unrealized gains of $1.5 million, $1.5 million, and $1.6 million, respectively in other income (expense), net in the consolidated statements of income related to these investments. For the investments in the Rabbi Trust, we also have recorded an associated liability, which is included in other pension and benefit costs in the consolidated balance sheets and is adjusted each period for the gains and losses incurred by the investments in the Rabbi Trust.

11. Goodwill and Other Intangible Assets

The carrying value of goodwill from continuing operations as of December 31, 2021 and 2020 was as follows:

(in thousands)	Regulated Energy	Unregulated Energy	Total Goodwill
Balance at December 31, 2020	$ 7,617	$ 31,114	$ 38,731
Additions [1]	72	5,905	5,977
Balance at December 31, 2021	$ 7,689	$ 37,019	$ 44,708

[1]Includes goodwill from the purchase of operating assets of Diversified Energy in December 2021 and Elkton Gas in the third quarter of 2020.

The annual impairment testing for the years 2021 and 2020 indicated no impairment of goodwill.

The carrying value and accumulated amortization of intangible assets subject to amortization as of December 31, 2021 and 2020 are as follows:

	As of December 31,			
	2021		2020	
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Customer relationships [1]	$ 16,814	$ 5,125	$ 10,680	$ 4,269
Non-Compete agreements [1]	2,431	1,078	2,375	768
Patents	452	354	452	236
Other	270	218	270	212
Total	$ 19,967	$ 6,775	$ 13,777	$ 5,485

[1] The customer relationship and non-compete agreements amounts include $6.1 million and less than $0.1 million, respectively, as a result of the purchase of the operating assets of Diversified Energy in December 2021 and $1.3 million and $0.1 million, respectively, recorded as a result of the purchase of the operating assets of Western Natural Gas in October 2020.

The customer relationships, non-compete agreements, patents and other intangible assets acquired in the purchases of the operating assets of several companies are being amortized over a weighted average of 12 years. Amortization expense of intangible assets for the year ended December 31, 2021, 2020 and 2019 was $1.3 million, $1.2 million and $0.8 million, respectively. Amortization expense of intangible assets is expected to be $1.4 million for the year 2022, $1.3 million for the years 2023 through 2025, and $1.1 million for 2026.

12. Income Taxes

We file a consolidated federal income tax return. Income tax expense allocated to our subsidiaries is based upon their respective taxable incomes and tax credits. State income tax returns are filed on a separate company basis in most states where we have operations and/or are required to file. Our state returns for tax years after 2015 are subject to examination. At December 31, 2021, the 2015 through 2019 federal income tax returns are under examination, and no report has been issued at this time.

We expect to have federal NOLs totaling $6.3 million and $12.2 million in 2019 and 2018 respectively upon the settlement of the Internal Revenue Service examination described above. Under the CARES Act, discussed below, we elected to carry the losses back to 2015 and 2013. For state income tax purposes, we had NOLs in various states of $14.6 million and $40.0 million as of December 31, 2021 and 2020, respectively, almost all of which will expire in 2039. Excluding NOL from discontinued operations, we have recorded deferred tax assets of $1.5 million and $1.6 million related to state NOL carry-forwards at December 31, 2021 and 2020, respectively. We have not recorded a valuation allowance to reduce the future benefit of the tax NOLs because we believe they will be fully utilized.

Tax Law Changes
In March 2020, the CARES Act was signed into law and included several significant changes to the Internal Revenue Code. The CARES Act includes certain tax relief provisions including the ability to carryback five years net operating losses arising in a tax year beginning in 2018, 2019, or 2020. This provision allows a taxpayer to recover taxes previously paid at a 35 percent federal income tax rate during tax years prior to 2018. In addition, the CARES Act removed the taxable income limitation to allow a tax NOL to fully offset taxable income for tax years beginning before January 1, 2021. Our income tax expense for the years ended December 31, 2021 and 2020 included a tax benefit of $0.9 million and $1.8 million, respectively, attributable to the tax NOL carryback provided under the CARES Act for losses generated in 2018 and 2019 and then applied back to our 2013 and 2015 tax years in which we paid federal income taxes at a 35 percent tax rate.

On December 22, 2017, President Trump signed into law the TCJA. Substantially all of the provisions of the TCJA were effective for taxable years beginning on or after January 1, 2018. The provisions that significantly impacted us include the reduction of the corporate federal income tax rate from 35 percent to 21 percent. Our federal income tax expense for periods beginning on January 1, 2018 and thereafter are based on the new federal corporate income tax rate. The TCJA included changes to the Internal Revenue Code, which materially impacted our 2017 financial statements. ASC 740, *Income Taxes*, requires recognition of the effects of changes in tax laws in the period in which the law is enacted. ASC 740 requires deferred tax assets and liabilities to be measured at the enacted tax rate expected to apply when temporary differences are to be realized or settled. During 2018, we completed the assessment of the impact of accounting for certain effects of the TCJA. At the date of enactment in 2017, we re-measured deferred income taxes based upon the new corporate tax rate. See Note 19, *Rates and Other Regulatory Activities*, for further discussion of the TCJA's impact on our regulated businesses.

The following tables provide: (a) the components of income tax expense in 2021, 2020, and 2019; (b) the reconciliation between the statutory federal income tax rate and the effective income tax rate for 2021, 2020, and 2019 from continuing operations; and (c) the components of accumulated deferred income tax assets and liabilities at December 31, 2021 and 2020.

	For the Year Ended December 31,		
	2021	2020	2019
(in thousands)			
Current Income Tax Expense			
Federal	$ 2,775	$ (2,777)	$ (2,252)
State	(96)	2,162	(491)
Other	(47)	(47)	(47)
Total current income tax expense (benefit)	2,632	(662)	(2,790)
Deferred Income Tax Expense [1]			
Property, plant and equipment	24,074	23,224	25,907
Deferred gas costs	1,857	(714)	79
Pensions and other employee benefits	(655)	(75)	(454)
FPU merger-related premium cost and deferred gain	(351)	156	(278)
Net operating loss carryforwards	97	5,107	(3,772)
Other	1,577	(3,498)	2,422
Total deferred income tax expense	26,599	24,200	23,904
Income Tax Expense from Continuing Operations	29,231	23,538	21,114
Income Tax Expense from Discontinued Operations	—	153	1,416
Total Income Tax	$ 29,231	$ 23,691	$ 22,530

(1) Includes $8.2 million, $4.9 million, and $4.7 million of deferred state income taxes for the years 2021, 2020 and 2019, respectively.

	For the Year Ended December 31,		
	2021	2020	2019
(in thousands)			
Reconciliation of Effective Income Tax Rates from Continuing Operations			
Federal income tax expense [1]	$ 23,666	$ 19,778	$ 17,264
State income taxes, net of federal benefit	6,371	5,051	5,093
ESOP dividend deduction	(180)	(218)	(173)
CARES Act Tax Benefit	(919)	(1,841)	—
Depreciation	(15)	—	—
Other	308	768	(1,070)
Total Income Tax Expense from Continuing Operations	$ 29,231	$ 23,538	$ 21,114
Effective Income Tax Rate from Continuing Operations	25.94 %	24.99 %	25.65 %

(1) Federal income taxes were calculated at 21 percent for 2021, 2020, and 2019.

	As of December 31,	
	2021	2020
(in thousands)		
Deferred Income Taxes		
Deferred income tax liabilities:		
Property, plant and equipment	$ 224,034	$ 199,287
Acquisition adjustment	6,266	6,618
Loss on reacquired debt	183	201
Deferred gas costs	2,366	509
Natural gas conversion costs	5,529	5,379
Storm reserve liability	5,783	7,073
Other	6,301	5,587
Total deferred income tax liabilities	250,462	224,654
Deferred income tax assets:		
Pension and other employee benefits	5,354	4,636
Environmental costs	996	1,064
Net operating loss carryforwards	1,490	1,587
Storm reserve liability	448	409
Accrued expenses	4,843	6,153
Other	3,781	5,417
Total deferred income tax assets	16,912	19,266
Deferred Income Taxes Per Consolidated Balance Sheets	$ 233,550	$ 205,388

13. LONG-TERM DEBT

Our outstanding long-term debt is shown below:

	As of December 31,	
(in thousands)	**2021**	**2020**
Uncollateralized Senior Notes:		
5.93% note, due October 31, 2023	$ 6,000	$ 9,000
5.68% note, due June 30, 2026	14,500	17,400
6.43% note, due May 2, 2028	4,900	5,600
3.73% note, due December 16, 2028	14,000	16,000
3.88% note, due May 15, 2029	40,000	45,000
3.25% note, due April 30, 2032	70,000	70,000
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	—
Equipment security note		
2.46% note, due September 24, 2031	9,378	—
Less: debt issuance costs	(913)	(901)
Total long-term debt	567,865	522,099
Less: current maturities	(17,962)	(13,600)
Total long-term debt, net of current maturities	$ 549,903	$ 508,499

Notes Purchase Agreement

On December 16, 2021, we agreed to issue and MetLife agreed to purchase 2.95 percent Senior Notes due March 15, 2042 in the aggregate principal amount of $50 million. We expect to issue the Notes on or before March 15, 2022. The Company anticipates using the proceeds received from the issuances of the Notes to reduce short-term borrowings under the Company's revolving credit facility and/or to fund capital expenditures. These Senior Notes, when issued, will have similar covenants and default provisions as the existing senior notes, and will have an annual principal payment beginning in the eleventh year after the issuance.

Equipment Security Note

On September 24, 2021, we entered into an Equipment Financing Agreement with Banc of America Leasing & Capital, LLC to issue $9.6 million in sustainable financing associated with the purchase of qualifying equipment by our subsidiary, Marlin Gas Services. The equipment security note bears a 2.46 percent interest rate and has a term of 10 years. Under the terms of the agreement, we granted a security interest in the equipment to the lender, to serve as collateral.

Annual maturities

Annual maturities and principal repayments of long-term debt are as follows:

Year	2022	2023	2024	2025	2026	Thereafter	Total
(in thousands)							
Payments	$ 17,962	$ 21,483	$ 18,505	$ 25,528	$ 34,551	$ 450,749	$ 568,778

Shelf Agreements

We have entered into Shelf Agreements with Prudential and MetLife, whom are under no obligation to purchase any unsecured debt. The following table summarizes our shelf agreements at December 31, 2021:

(in thousands)	Total Borrowing Capacity	Less Amount of Debt Issued	Less Unfunded Commitments	Remaining Borrowing Capacity
Shelf Agreements [1]				
Prudential Shelf Agreement	$ 370,000	$ (220,000)	$ —	$ 150,000
MetLife Shelf Agreement [2]	150,000	—	(50,000)	100,000
Total	$ 520,000	$ (220,000)	$ (50,000)	$ 250,000

[1] The Prudential and MetLife Shelf Agreements expire in April 2023 and May 2023, respectively.
[2] Unfunded commitments of $50 million reflects Senior Notes expected to be issued on or before March 15, 2022..

The Senior Notes, Shelf Agreements or Shelf 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.

Uncollateralized Senior Notes

All of our Uncollateralized Senior Notes require periodic principal and interest payments as specified in each note. They also contain various restrictions. The most stringent restrictions state that we must maintain equity of at least 40.0 percent of total capitalization (including short-term borrowings), and the fixed charge coverage ratio must be at least 1.2 times. The most recent Senior Notes issued since September 2013 also contain a restriction that we must maintain an aggregate net book value in our regulated business assets of at least 50.0 percent of our consolidated total assets. Failure to comply with those covenants could result in accelerated due dates and/or termination of the Senior Note agreements.

Certain Uncollateralized Senior Notes contain a "restricted payments" covenant as defined in the respective note agreements. The most restrictive covenants of this type are included within the 5.93 percent Senior Note, due October 31, 2023. The covenant provides that we cannot pay or declare any dividends or make any other restricted payments in excess of the sum of $10.0 million, plus our consolidated net income accrued on and after January 1, 2003. As of December 31, 2021, the cumulative consolidated net income base was $664.5 million, offset by restricted payments of $289.4 million, leaving $375.1 million of cumulative net income free of restrictions. As of December 31, 2021, we were in compliance with all of our debt covenants.

14. Short-term Borrowings

We are authorized by our Board of Directors to borrow up to $400.0 million of short-term debt, as required. At December 31, 2021 and 2020, we had $221.6 million and $175.6 million, respectively, of short-term borrowings outstanding at a weighted average interest rate of 0.83 percent and 1.28 percent, respectively.

In August 2021, we amended and restated our Revolver into a multi-tranche facility totaling $400.0 million with multiple participating lenders. The two tranches of the facility consist of a $200.0 million 364-day short-term debt tranche and a $200.0 million five-year tranche, both of which have three one-year extension options, which can be authorized by our Chief Financial Officer. We are eligible to establish the repayment term for individual borrowings under the five year tranche of the facility and to the extent that an individual loan under the Revolver exceeded 12 months, the outstanding balance would be classified as a component of long-term debt.

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 these agreements. 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 December 31, 2021, we are in compliance with this covenant.

The 364-day tranche of the Revolver expires in August 2022 and the five-year tranche expires in August 2026. Both tranches are available to provide funds for 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. Our pricing is adjusted each quarter based upon a total indebtedness to total capitalization ratio. As of December 31, 2021, the pricing under the 364-day tranche of the Revolver does not include an unused commitment fee and maintains an interest rate of 0.70 percent over LIBOR. As of December 31, 2021, the pricing under the five-year tranche of the Revolver included an unused commitment fee of 0.09 percent and an interest rate of 0.95 percent over LIBOR.

Our total available credit under the Revolver at December 31, 2021 was $173.1 million. As of December 31, 2021, we had issued $5.3 million in letters of credit to various counterparties under the syndicated Revolver. These letters of credit are not included in the outstanding short-term borrowings and we do not anticipate they will be drawn upon by the counterparties. The letters of credit reduce the available borrowings under our syndicated Revolver.

In the fourth quarter of 2020, we entered into two $30.0 million interest rate swaps with a total notional amount of $60.0 million through December 2021 with pricing of 0.20 percent and 0.205 percent for the period associated with our outstanding borrowing under the Revolver. In February 2021, we entered into an additional interest rate swap with a notional amount of $40.0 million through December 2021 with pricing of 0.17 percent. Our short-term borrowing is based on the 30-day LIBOR rate. At December 31, 2021, all of our interest rate swaps had expired and we have not entered into any new derivative contracts associated with our outstanding short-term borrowings.

15. 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 all 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. Additionally, we lease a pipeline to deliver natural gas to an industrial customer in Polk County, Florida. 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 December 31, 2021, 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 which preclude our ability to pay dividends, obtain financing or enter into additional leases. As of December 31, 2021, 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 consolidated statements of income:

(in thousands)	Classification	Year Ended December 31, 2021	Year Ended December 31, 2020
Operating lease cost [1]	Operations expense	$ 2,064	$ 2,029

[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 consolidated balance sheet at December 31, 2021 and 2020:

(in thousands)	Balance sheet classification	December 31, 2021	December 31, 2020
Assets			
Operating lease assets	Operating lease right-of-use assets	$ 10,139	$ 11,194
Liabilities			
Current			
Operating lease liabilities	Other accrued liabilities	$ 1,996	$ 1,747
Noncurrent			
Operating lease liabilities	Operating lease - liabilities	8,571	9,872
Total lease liabilities		$ 10,567	$ 11,619

The following table presents our weighted-average remaining lease term and weighted-average discount rate for our operating leases at December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020
Weighted-average remaining lease term (*in years*)		
Operating leases	8.10	8.70
Weighted-average discount rate		
Operating leases	3.6 %	3.8 %

The following table presents additional information related to cash paid for amounts included in the measurement of lease liabilities included in our consolidated statements of cash flows at December 31, 2021 and 2020:

	Year Ended December 31,	
(in thousands)	2021	2020
Operating cash flows from operating leases	$ 1,996	$ 1,956

The following table presents the future undiscounted maturities of our operating leases at December 31, 2021 and for each of the next five years and thereafter:

(in thousands)	Operating Leases [1]
2022	$ 2,019
2023	1,902
2024	1,672
2025	1,341
2026	885
Thereafter	3,668
Total lease payments	11,487
Less: Interest	(920)
Present value of lease liabilities	$ 10,567

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

16. Stockholders' Equity

Common Stock Issuances

In June 2020, we filed a shelf registration statement with the SEC to facilitate the issuance of our common stock. In August 2020, we filed a prospectus supplement under the shelf registration statement for an ATM equity program under which we may issue and sell shares of our common stock up to an aggregate offering price of $75.0 million. In the third and fourth quarters of 2020, we issued 0.7 million shares of common stock at an average price per share of $82.93 and received net proceeds of approximately $61.0 million, after deducting commissions and other fees of $1.5 million.

We maintain an effective shelf registration statement with the SEC for the issuance of shares under our DRIP. 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 2021, we issued just over 0.1 million shares at an average price per share of $125.71 and received net proceeds of $15.2 million under the DRIP. In the third and fourth quarters of 2020, we issued 0.3 million shares at an average price per share of $86.12 and received net proceeds of $22.0 million under the DRIP.

We used the net proceeds from the ATM equity program and the DRIP, after deducting the commissions or other fees and related offering expenses payable by us, 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 and natural gas swaps and futures contracts, designated as commodity contracts 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 loss. The following table presents the changes in the balance of accumulated other comprehensive income (loss) for the years ended December 31, 2021 and 2020. All amounts in the following tables are presented net of tax.

(in thousands)	Defined Benefit Pension and Postretirement Plan Items	Commodity Contract Cash Flow Hedges	Interest Rate Swap Cash Flow Hedges	Total
As of December 31, 2019	$ (4,933)	$ (1,334)	$ —	$ (6,267)
Other comprehensive income (loss) before reclassifications	(578)	5,400	16	4,838
Amounts reclassified from accumulated other comprehensive income (loss)	365	(1,757)	(44)	(1,436)
Net current-period other comprehensive income (loss)	(213)	3,643	(28)	3,402
As of December 31, 2020	(5,146)	2,309	(28)	(2,865)
Other comprehensive income before reclassifications	262	7,075	—	7,337
Amounts reclassified from accumulated other comprehensive income (loss)	1,616	(4,813)	28	(3,169)
Net current-period other comprehensive income	1,878	2,262	28	4,168
As of December 31, 2021	$ (3,268)	$ 4,571	$ —	$ 1,303

The following table presents amounts reclassified out of accumulated other comprehensive income (loss) for the years ended December 31, 2021, 2020 and 2019. Deferred gains and losses of our commodity contracts cash flow hedges are recognized in earnings upon settlement.

	For the Year Ended December 31,		
(in thousands)	2021	2020	2019
Amortization of defined benefit pension and postretirement plan items:			
Prior service cost (1)	$ 77	$ 77	$ 77
Net gain (1)	(2,243)	(592)	(2,600)
Total before income taxes	(2,166)	(515)	(2,523)
Income tax benefit (4)	550	150	656
Net of tax	$ (1,616)	$ (365)	$ (1,867)
Gains on commodity contracts cash flow hedges			
Propane swap agreements (2)	$ 6,651	$ 2,428	$ 1,520
Natural gas swaps (2)(3)	—	—	7
Natural gas futures (2)(3)	—	—	2,096
Total before income taxes	6,651	2,428	3,623
Income tax expense (4)	(1,838)	(671)	(1,028)
Net of tax	$ 4,813	$ 1,757	$ 2,595
Gains and (losses) on interest rate swap cash flow hedges:			
Interest rate swap agreements	$ (28)	$ 60	$ —
Total before income taxes	(28)	60	—
Income tax expense (4)	—	(16)	—
Net of tax	$ (28)	$ 44	$ —
Total reclassifications for the period	$ 3,169	$ 1,436	$ 728

[1] These amounts are included in the computation of net periodic benefits. See Note 17, *Employee Benefit Plans*, for additional details.
[2] These amounts are included in the effects of gains and losses from derivative instruments. See Note 8, *Derivative Instruments*, for additional details.
[3] PESCO's results are reflected as discontinued operations in our consolidated statements of income.
[4] The income tax benefit is included in income tax expense in the accompanying consolidated statements of income.

17. Employee Benefit Plans

We measure the assets and obligations of the defined benefit pension plans and other postretirement benefits plans to determine the plans' funded status as of the end of the year. We record as a component of other comprehensive income/loss or a regulatory asset the changes in funded status that occurred during the year that are not recognized as part of net periodic benefit costs.

Defined Benefit Pension Plans

At December 31, 2021 we sponsored two defined benefit pension plans: the FPU Pension Plan and the Chesapeake SERP.

During the fourth quarter of 2021, we formally terminated the Chesapeake Pension Plan. Accordingly, a portion of the pension settlement expense associated with the termination was allocated to our Regulated Energy operations and was recorded as regulatory assets, previously approved in all of the impacted jurisdictions. The remaining portion of the pension settlement expense totaling $0.6 million was recorded in other expense in our consolidated statement of income which reflected the amount allocated to our Unregulated Energy operations or was deemed not recoverable through the regulatory process.

The FPU Pension Plan, a qualified plan, covers eligible FPU non-union employees hired before January 1, 2005 and union employees hired before the respective union contract expiration dates in 2005 and 2006. Prior to the FPU merger, the FPU Pension Plan was frozen with respect to additional years of service and additional compensation, effective December 31, 2009.

The Chesapeake SERP, a nonqualified plan, is comprised of two sub-plans. The first sub-plan was frozen with respect to additional years of service and additional compensation as of December 31, 2004. Benefits under the Chesapeake SERP for the first sub-plan were based on each participant's years of service and highest average compensation, prior to the freezing of the plan. Active participants on the date the Chesapeake SERP was frozen were credited with two additional years of service. The second sub-plan provides fixed payments for several executives who joined the Company as a result of an acquisition and whose agreements with the Company provided for this benefit.

The unfunded liability for all three plans at both December 31, 2021 and 2020, is included in the other pension and benefit costs liability in our consolidated balance sheets.

The following schedules set forth the funded status at December 31, 2021 and 2020 and the net periodic cost for the years ended December 31, 2021, 2020 and 2019 for the Chesapeake and FPU Pension Plans as well as the Chesapeake SERP:

At December 31,	Chesapeake Pension Plan		FPU Pension Plan		Chesapeake SERP	
	2021	2020	2021	2020	2021	2020
(in thousands)						
Change in benefit obligation:						
Benefit obligation — beginning of year	$ **6,146**	$ 6,214	$ **70,366**	$ 65,304	$ **2,212**	$ 2,157
Interest cost	**141**	176	**1,714**	2,085	**48**	63
Actuarial (gain) loss	**(371)**	450	**(1,953)**	6,069	**(12)**	144
Effect of settlement	**(5,884)**	(612)	**—**	—	**—**	—
Benefits paid	**(32)**	(82)	**(3,097)**	(3,092)	**(152)**	(152)
Benefit obligation — end of year	**—**	6,146	**67,030**	70,366	**2,096**	2,212
Change in plan assets:						
Fair value of plan assets — beginning of year	**4,609**	4,630	**55,966**	49,703	**—**	—
Actual return on plan assets	**(237)**	369	**4,246**	6,581	**—**	—
Employer contributions	**1,544**	304	**1,597**	2,774	**152**	152
Effect of settlement	**(5,884)**	(612)	**—**	—	**—**	—
Benefits paid	**(32)**	(82)	**(3,097)**	(3,092)	**(152)**	(152)
Fair value of plan assets — end of year	**—**	4,609	**58,712**	55,966	**—**	—
Reconciliation:						
Funded status	**—**	(1,537)	**(8,318)**	(14,400)	**(2,096)**	(2,212)
Accrued pension cost	$ **—**	$ (1,537)	$ **(8,318)**	$ (14,400)	$ **(2,096)**	$ (2,212)
Assumptions:						
Discount rate	**2.50 %**	2.25 %	**2.75 %**	2.50 %	**2.50 %**	2.25 %
Expected return on plan assets	**3.50 %**	3.50 %	**6.00 %**	6.00 %	**— %**	— %

For the Years Ended December 31,	Chesapeake Pension Plan			FPU Pension Plan			Chesapeake SERP		
	2021[2]	2020	2019[1]	2021	2020	2019	2021	2020	2019
(in thousands)									
Components of net periodic pension cost:									
Interest cost	$ **141**	$ 176	$ 375	$ **1,714**	$ 2,085	$ 2,452	$ **48**	$ 63	$ 74
Expected return on assets	**(166)**	(157)	(487)	**(3,306)**	(2,967)	(2,770)	**—**	—	—
Amortization of actuarial loss	**257**	243	391	**612**	552	505	**28**	20	85
Settlement expense	**1,810**	203	1,982	**—**	—	—	**—**	—	58
Net periodic pension cost	**2,042**	465	2,261	**(980)**	(330)	187	**76**	83	217
Amortization of pre-merger regulatory asset	**—**	—	—	**—**	—	543	**—**	—	—
Total periodic cost	$ **2,042**	$ 465	$ 2,261	$ **(980)**	$ (330)	$ 730	$ **76**	$ 83	$ 217
Assumptions:									
Discount rate	**2.25 %**	3.00 %	3.00 %	**2.50 %**	3.25 %	4.25 %	**2.25 %**	3.00 %	4.00 %
Expected return on plan assets	**3.50 %**	3.50 %	6.00 %	**6.00 %**	6.00 %	6.50 %	**— %**	— %	— %

[1] As a result of annuity purchases and lump sum payments associated with the de-risking of the Chesapeake Pension Plan, the discount rate for Chesapeake Pension Plan was re-measured which triggered settlement accounting expense in the fourth quarter of 2019. We recorded an estimated $0.7 million for the settlement expense in our consolidated statement of income which reflected a portion of the pension settlement expense that was deemed not recoverable through the regulatory process.
[2] As a result of the termination of the Chesapeake Pension Plan in 2021, we recorded $0.6 million as the final settlement expense in our consolidated statement of income which reflected a portion of the pension settlement expense that was deemed not recoverable through the regulatory process.

Included in the net periodic costs for the FPU Pension Plan for the year ended December 31, 2019 is amortization of the FPU pension regulatory asset, which represents the portion attributable to FPU's regulated operations for the changes in funded status that occurred, but were not recognized as part of net periodic cost, prior to the merger with Chesapeake Utilities in October 2009. This was previously deferred as a regulatory asset to be recovered through rates pursuant to an order by the Florida PSC. As of December 31, 2019, this regulatory asset was fully amortized. Excluding the service cost component, the other components of the net periodic costs have been recorded or reclassified to other expense, net of tax, in the consolidated statements of income.

Our funding policy provides that payments to the trust of each qualified plan shall be equal to at least the minimum funding requirements of the Employee Retirement Income Security Act of 1974. At December 31, 2021, there are no remaining assets in the Chesapeake Pension Plan. The following schedule summarizes the assets of the FPU Pension Plan, by investment type, at December 31, 2021, 2020 and 2019:

	FPU Pension Plan		
At December 31,	2021	2020	2019
Asset Category			
Equity securities	52 %	54 %	53 %
Debt securities	38 %	37 %	37 %
Other	10 %	9 %	10 %
Total	100 %	100 %	100 %

The investment policy of the FPU Pension Plan is designed to provide the capital assets necessary to meet the financial obligations of the plans. The investment goals and objectives are to achieve investment returns that, together with contributions, will provide funds adequate to pay promised benefits to present and future beneficiaries of the plan, earn a competitive return to increasingly fund a large portion of the plan's retirement liabilities, minimize pension expense and cumulative contributions resulting from liability measurement and asset performance, and maintain the appropriate mix of investments to reduce the risk of large losses over the expected remaining life of the plan.

The following allocation range of asset classes is intended to produce a rate of return sufficient to meet the FPU Pension Plan's goals and objectives (this allocation range applied to the Chesapeake Pension Plan prior to the de-risking strategy executed during the fourth quarter of 2019):

	Asset Allocation Strategy	
Asset Class	Minimum Allocation Percentage	Maximum Allocation Percentage
Domestic Equities (Large Cap, Mid Cap and Small Cap)	14 %	32 %
Foreign Equities (Developed and Emerging Markets)	13 %	25 %
Fixed Income (Inflation Bond and Taxable Fixed)	26 %	40 %
Diversifying Assets (High Yield Fixed Income, Commodities, and Real Estate)	7 %	19 %
Alternative Strategies (Long/Short Equity and Hedge Fund of Funds)	4 %	10 %
Cash	0 %	5 %

Due to periodic contributions and different asset classes producing varying returns, the actual asset values may temporarily move outside of the intended ranges. The investments are monitored on a quarterly basis, at a minimum, for asset allocation and performance. At December 31, 2021 and 2020, the assets of the Chesapeake Pension Plan and the FPU Pension Plan were comprised of the following investments:

	Fair Value Measurement Hierarchy							
	At December 31, 2021				At December 31, 2020			
Asset Category	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
(in thousands)								
Mutual Funds - Equity securities								
U.S. Large Cap (1)	$ 4,302	$ —	$ —	$ 4,302	$ 3,615	$ —	$ —	$ 3,615
U.S. Mid Cap (1)	1,835	—	—	1,835	1,672	—	—	1,672
U.S. Small Cap (1)	954	—	—	954	891	—	—	891
International (2)	10,863	—	—	10,863	11,307	—	—	11,307
Alternative Strategies (3)	5,888	—	—	5,888	5,586	—	—	5,586
	23,842	—	—	23,842	23,071	—	—	23,071
Mutual Funds - Debt securities								
Fixed income (4)	19,551	—	—	19,551	21,563	—	—	21,563
High Yield (4)	3,014	—	—	3,014	2,606	—	—	2,606
	22,565	—	—	22,565	24,169	—	—	24,169
Mutual Funds - Other								
Commodities (5)	2,297	—	—	2,297	2,246	—	—	2,246
Real Estate (6)	2,729	—	—	2,729	1,954	—	—	1,954
Guaranteed deposit (7)	—	—	497	497	—	—	1,019	1,019
	5,026	—	497	5,523	4,200	—	1,019	5,219
Total Pension Plan Assets in fair value hierarchy	$ 51,433	$ —	$ 497	51,930	$ 51,440	$ —	$ 1,019	52,459
Investments measured at net asset value (8)				6,782				8,116
Total Pension Plan Assets				$ 58,712				$ 60,575

(1) Includes funds that invest primarily in United States common stocks.
(2) Includes funds that invest primarily in foreign equities and emerging markets equities.
(3) Includes funds that actively invest in both equity and debt securities, funds that sell short securities and funds that provide long-term capital appreciation. The funds may invest in debt securities below investment grade.
(4) Includes funds that invest in investment grade and fixed income securities.
(5) Includes funds that invest primarily in commodity-linked derivative instruments and fixed income securities.
(6) Includes funds that invest primarily in real estate.
(7) Includes investment in a group annuity product issued by an insurance company.
(8) Certain investments that were measured at net asset value per share have not been classified in the fair value hierarchy. These amounts are presented to reconcile to total pension plan assets.

At December 31, 2021 and 2020, our pension plans investments were classified under the same fair value measurement hierarchy (Level 1 through Level 3) described under Note 9, Fair Value of Financial Instruments. The Level 3 investments were recorded at fair value based on the contract value of annuity products underlying guaranteed deposit accounts, which was calculated using discounted cash flow models. The contract value of these products represented deposits made to the contract, plus earnings at guaranteed crediting rates, less withdrawals and fees. Certain investments that were measured at net asset value per share have not been classified in the fair value hierarchy and are presented in the table above to reconcile to total pension plan assets.

The following table sets forth the summary of the changes in the fair value of Level 3 investments for the years ended December 31, 2021 and 2020:

	For the Year Ended December 31,	
	2021	2020
(in thousands)		
Balance, beginning of year	$ 1,019	$ 1,147
Purchases	3,160	3,190
Transfers in	5,914	921
Disbursements	(9,587)	(4,290)
Investment income	(9)	51
Balance, end of year	$ 497	$ 1,019

Other Postretirement Benefits Plans

We sponsor two defined benefit postretirement health plans: the Chesapeake Utilities Postretirement Plan ("Chesapeake Postretirement Plan") and the FPU Medical Plan. The following table sets forth the funded status at December 31, 2021 and 2020:

	Chesapeake Postretirement Plan		FPU Medical Plan	
At December 31,	2021	2020	2021	2020
(in thousands)				
Change in benefit obligation:				
Benefit obligation — beginning of year	$ 1,033	$ 1,100	$ 1,009	$ 1,224
Interest cost	22	26	24	30
Plan participants contributions	190	166	29	37
Actuarial loss (gain)	159	(34)	71	(181)
Benefits paid	(470)	(225)	(129)	(101)
Benefit obligation — end of year	934	1,033	1,004	1,009
Change in plan assets:				
Fair value of plan assets — beginning of year	—	—	—	—
Employer contributions	280	59	100	64
Plan participants contributions	190	166	29	37
Benefits paid	(470)	(225)	(129)	(101)
Fair value of plan assets — end of year	—	—	—	—
Reconciliation:				
Funded status	(934)	(1,033)	(1,004)	(1,009)
Accrued postretirement cost	$ (934)	$ (1,033)	$ (1,004)	$ (1,009)
Assumptions:				
Discount rate	2.83 %	2.25 %	2.51 %	2.50 %

Net periodic postretirement benefit costs for 2021, 2020, and 2019 include the following components:

	Chesapeake Postretirement Plan			FPU Medical Plan		
For the Years Ended December 31,	**2021**	**2020**	**2019**	**2021**	**2020**	**2019**
(in thousands)						
Components of net periodic postretirement cost:						
Interest cost	$ 22	$ 26	$ 39	$ 24	$ 30	$ 48
Amortization of actuarial loss (gain)	34	24	46	(9)	(19)	—
Amortization of prior service cost	(77)	(77)	(77)	—	—	—
Net periodic cost	(21)	(27)	8	15	11	48
Amortization of pre-merger regulatory asset	—	—	—	—	6	8
Total periodic cost	$ (21)	$ (27)	$ 8	$ 15	$ 17	$ 56
Assumptions						
Discount rate	2.25 %	3.00 %	4.00 %	2.50 %	3.25 %	4.25 %

The following table presents the amounts not yet reflected in net periodic benefit cost and included in accumulated other comprehensive loss or as a regulatory asset as of December 31, 2021:

(in thousands)	FPU Pension Plan	Chesapeake SERP	Chesapeake Postretirement Plan	FPU Medical Plan	Total
Prior service (credit)	$ —	$ —	$ (293)	$ —	$ (293)
Net loss (gain)	17,737	659	671	(114)	18,953
Total	$ 17,737	$ 659	$ 378	$ (114)	$ 18,660
Accumulated other comprehensive loss (gain) pre-tax[(1)]	$ 3,370	$ 659	$ 378	$ (22)	$ 4,385
Post-merger regulatory asset	14,367	—	—	(92)	14,275
Total unrecognized cost	$ 17,737	$ 659	$ 378	$ (114)	$ 18,660

[(1)] The total amount of accumulated other comprehensive loss recorded on our consolidated balance sheet as of December 31, 2021 is net of income tax benefits of $1.1 million.

Pursuant to a Florida PSC order, FPU continues to record as a regulatory asset a portion of the unrecognized pension and postretirement benefit costs after the merger with Chesapeake Utilities related to its regulated operations, which is included in the above table as a post-merger regulatory asset. As of December 31, 2021, the pre-merger regulatory asset related to the FPU Pension and FPU Medical Plan was fully amortized.

Assumptions

The assumptions used for the discount rate to calculate the benefit obligations were based on the interest rates of high-quality bonds in 2021, considering the expected lives of each of the plans. In determining the average expected return on plan assets for each applicable plan, various factors, such as historical long-term return experience, investment policy and current and expected allocation, were considered. Due to the termination of the Chesapeake Pension Plan during the fourth quarter of 2021, different assumptions regarding discount rate and expected return on plan assets were selected for Chesapeake Utilities' and FPU's plans. Since the FPU Pension Plan is frozen with respect to additional years of service and compensation, the rate of assumed compensation increases is not applicable.

The health care inflation rate for 2021 used to calculate the benefit obligation is 5 percent for medical and 6 percent for prescription drugs for the Chesapeake Postretirement Plan; and 5 percent for both medical and prescription drugs for the FPU Medical Plan.

Estimated Future Benefit Payments

In 2022, we expect to contribute $0.3 million to the FPU Pension Plan and $0.2 million to the Chesapeake SERP. We also expect to contribute less than $0.1 million to both the Chesapeake Postretirement Plan and FPU Medical Plan, in 2022.

The schedule below shows the estimated future benefit payments for each of the plans previously described:

	FPU Pension Plan[1]	Chesapeake SERP[2]	Chesapeake Postretirement Plan[2]	FPU Medical Plan[2]
(in thousands)				
2022	$ 3,451	$ 151	$ 73	$ 71
2023	$ 3,537	$ 149	$ 68	$ 70
2024	$ 3,592	$ 147	$ 63	$ 71
2025	$ 3,690	$ 160	$ 59	$ 70
2026	$ 3,720	$ 157	$ 54	$ 69
Years 2027 through 2031	$ 18,588	$ 723	$ 218	$ 324

(1) The pension plan is funded; therefore, benefit payments are expected to be paid out of the plan assets.
(2) Benefit payments are expected to be paid out of our general funds.

Retirement Savings Plan

For the years ended December 31, 2021, 2020 and 2019, we sponsored a 401(k) Retirement Savings Plan. This plan is offered to all eligible employees who have completed three months of service. We match 100 percent of eligible participants' pre-tax contributions to the Retirement Savings Plan up to a maximum of six percent of eligible compensation. The employer matching contribution is made in cash and is invested based on a participant's investment directions. In addition, we may make a discretionary supplemental contribution to participants in the plan, without regard to whether or not they make pre-tax contributions. Any supplemental employer contribution is generally made in our common stock. With respect to the employer match and supplemental employer contribution, employees are 100 percent vested after two years of service or upon reaching 55 years of age while still employed by us. New employees who do not make an election to contribute and do not opt out of the Retirement Savings Plan will be automatically enrolled at a deferral rate of three percent, and the automatic deferral rate will increase by one percent per year up to a maximum of ten percent. All contributions and matched funds can be invested among the mutual funds available for investment.

Employer contributions to our Retirement Savings Plan totaled $5.9 million, $5.9 million, and $5.7 million for the years ended December 31, 2021, 2020 and 2019, respectively. As of December 31, 2021, there were 798,586 shares of our common stock reserved to fund future contributions to the Retirement Savings Plan.

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 six percent of their compensation, provided it does not duplicate a match they receive in the Retirement Savings Plan. Stock bonuses are not eligible for matching contributions. Participants are able to elect the payment of deferred compensation to begin on a specified future date or upon separation from service. Additionally, participants can elect to receive payments upon the earlier or later of a fixed date or separation from service. The payments can be made in one lump sum or annual installments for up to 15 years.

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. Deferred stock compensation may not be diversified. The participants are credited with dividends on our common stock in the same amount that is received by all other stockholders. Such dividends are reinvested into our common stock. Assets held in the Rabbi Trust, recorded as Investments on the consolidated balance sheet, had a fair value of $12.1 million and $10.8 million at December 31, 2021 and 2020, respectively. (See *Note 10, Investments,* for further details). The assets of the Rabbi Trust are at all times subject to the claims of our general creditors.

Deferrals of officer base compensation and cash bonuses and directors' cash retainers are paid in cash. All deferrals of executive performance shares, which represent deferred stock units, and directors' stock retainers are paid in shares of our common stock, except that cash is paid in lieu of fractional shares. The value of our stock held in the Rabbi Trust is classified within the stockholders' equity section of the consolidated balance sheets and has been accounted for in a manner similar to treasury stock. The amounts recorded under the Non-Qualified Deferred Compensation Plan totaled $7.2 million and $5.7 million at December 31, 2021 and 2020, respectively, which are also shown as a deduction against stockholders' equity in the consolidated balance sheet.

18. Share-Based Compensation Plans

Our non-employee directors and key employees 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. We have 369,099 shares of common stock reserved for issuance under the SICP.

The table below presents the amounts included in net income related to share-based compensation expense for the awards granted under the SICP for the years ended December 31, 2021, 2020 and 2019:

	For the Year Ended December 31,		
(in thousands)	**2021**	**2020**	**2019**
Awards to non-employee directors	$ **782**	$ 733	$ 620
Awards to key employees	**5,163**	4,096	3,659
Total compensation expense	**5,945**	4,829	4,279
Less: tax benefit	**(1,535)**	(1,254)	(1,117)
Share-based compensation amounts included in net income	$ **4,410**	$ 3,575	$ 3,162

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. In May 2021, after the most recent election of directors, each of our non-employee directors received an annual retainer of 683 shares of common stock under the SICP for service as a director through the 2022 Annual Meeting of Stockholders; accordingly, 6,830 shares, with a weighted average fair value of $117.11 per share, were issued and vested in 2021. At December 31, 2021, there was $0.3 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 2022.

In October 2021, a newly appointed member of the Board of Directors received a pro-rated retainer of 342 shares of common stock under the SICP to serve as a non-employee director through the 2022 Annual Meeting of Stockholders. The shares awarded to the non-employee director immediately vested upon issuance in October 2021, had a weighted average fair value of $129.09 per share, and will be expensed over the remaining service period ending on the date of the 2022 Annual Meeting of Stockholders.

In May 2020, after the most recent election of directors, each of our non-employee directors received an annual retainer of 887 shares of common stock under the SICP for board service through the 2021 Annual Meeting of Stockholders; accordingly, 8,870 shares, with a weighted average fair value of $84.47 per share, were issued and vested in 2020.

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 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 all officers:

	Number of Shares	Weighted Average Fair Value
Outstanding — December 31, 2019	**157,817**	**$ 80.28**
Granted	70,014	91.89
Vested	(35,651)	66.48
Expired	(5,302)	65.32
Outstanding — December 31, 2020	**186,878**	**87.06**
Granted	69,903	100.76
Vested	(53,147)	76.31
Expired	(852)	74.85
Forfeited [1]	(5,384)	$ 93.39
Outstanding — December 31, 2021	**197,398**	**$ 94.15**

[1] In conjunction with the retirement of one key employee during 2020, these shares were forfeited for the remainder of the service periods associated with awards granted during their employment with the Company.

For the year ended December 31, 2021, we granted awards of 69,903 shares of common stock to officers under the SICP, including awards granted in February 2021 and to key employees appointed in officer positions. The shares granted are multi-year awards that will vest no later than the three-year service period ending December 31, 2023. 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.

The intrinsic value of these awards was $28.8 million, $20.2 million and $15.1 million in 2021, 2020 and 2019, respectively. At December 31, 2021, there was $4.1 million of unrecognized compensation cost related to these awards, which is expected to be recognized through 2023.

In 2021, 2020 and 2019, we withheld shares with a value at least equivalent to the employees' minimum statutory obligation for the applicable income and other employment taxes, and remitted the cash to the appropriate taxing authorities with the executives electing to receive the net shares. The below table presents the number of shares withheld /and amounts remitted to taxing authorities:

	For the Year Ended December 31,		
	2021	**2020**	**2019**
(amounts except shares, in thousands)			
Shares withheld to satisfy tax obligations	**14,020**	10,319	7,635
Amounts remitted to tax authorities to satisfy obligations	**$ 1,478**	$ 977	$ 692

19. 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.

Delaware

See the discussion below under *COVID-19 impact.*

Maryland

Strategic Infrastructure Development and Enhancement ("STRIDE") plan: In March 2021, Elkton Gas filed a strategic infrastructure development and enhancement plan with the Maryland PSC. The STRIDE plan accelerates Elkton Gas' Aldyl-A pipeline replacement program as costs of the plan are recovered through a fixed charge rider which is effective for five years. Under Elkton Gas' STRIDE plan, the Aldyl-A pipelines will be fully replaced by 2023. In July 2021, Elkton Gas reached a settlement with the Maryland PSC Staff and the Maryland Office of Public Counsel that approved Elkton Gas' STRIDE plan. The STRIDE plan allows for recovery of the associated revenue requirement through a monthly surcharge, which was implemented effective September 2021.

Florida

West Palm Beach Expansion Project: In August 2019, the Florida PSC approved Peninsula Pipeline's Transportation Service Agreement with FPU. Peninsula Pipeline constructed several new interconnection points and pipeline expansions in Palm Beach County, Florida, which will enable FPU to serve an industrial research park and several new residential developments. Peninsula Pipeline is now providing transportation service to FPU, increasing reliability and system pressure as well as introducing diversity in the fuel source for natural gas to serve the increased demand in these areas. Interim services began in the fourth quarter of 2019, and we completed the remainder of the project in phases through the fourth quarter of 2021.

Winter Haven Expansion Project: In May 2021, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with CFG for an incremental 6,800 Dts/d of firm service in the Winter Haven, Florida area. As part of this agreement, Peninsula Pipeline will construct a new interconnect with FGT and a new regulator station for CFG. CFG will use the additional firm service to support new incremental load due to growth, including providing service to a new can manufacturing facility, as well as provide reliability and operational benefits to CFG's existing distribution system in the area. In connection with Peninsula Pipeline's new regulator station, CFG is also extending its distribution system to connect to the new station. The Transportation Service Agreement was approved by the Florida PSC in September 2021. Construction commenced in February 2021 and the expected in-service date is March 2022.

Beachside Pipeline Extension: In June 2021, Peninsula Pipeline and 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 will construct 11 miles of pipeline from its existing pipeline in the Sebastian, Florida area, which will travel east under the Intercoastal Waterway ("ICW") and southward on the barrier island. As required by Peninsula Pipeline's tariff and Florida Statutes, Peninsula Pipeline filed the required company and customer affidavits with the Florida PSC in June 2021. Construction also commenced in June 2021 and the expected in-service date is December 2022.

Eastern Shore

Del-Mar Energy Pathway Project: In December 2019, the FERC issued an order approving the construction of the Del-Mar Energy Pathway project. The order approved the construction and operation of new facilities that provides an additional 14,300 Dts/d of firm service to four customers. This includes six miles of pipeline looping in Delaware; 13 miles of new mainline extension in Sussex County, Delaware and Wicomico and Somerset Counties in Maryland; and new pressure control and delivery stations in these counties. The benefits of this project include: (i) additional natural gas transmission pipeline infrastructure in eastern Sussex County, Delaware, and (ii) extension of Eastern Shore's pipeline system, for the first time, into Somerset County, Maryland. The project is now fully in service as the construction of the Somerset County, Maryland expansion was completed in the third quarter of 2021.

Capital Cost Surcharge: In June 2021, Eastern Shore submitted a filing with the FERC regarding a capital cost surcharge to recover capital costs associated with two mandated highway relocate projects that required the replacement of existing Eastern Shore facilities. The capital cost surcharge is an approved item in the settlement of Eastern Shore's last rate case. In conjunction with the filing of this surcharge, pursuant to the settlement agreement, a cumulative adjustment to the existing surcharge to reflect additional depreciation was included in this filing. The FERC issued an order approving the surcharge as filed on July 7, 2021. The combined revised surcharge became effective July 15, 2021.

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 to slow the spread of the illness. These restrictions significantly impacted economic conditions in the United States in 2020 and continued through the fourth quarter of 2021. Chesapeake Utilities is considered an "essential business," which has 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 support the ongoing delivery of our essential services during these unprecedented times.

In 2021, restrictions were gradually lifted as vaccines became widely available in the United States. The state of emergency in Florida was terminated in May 2021 followed by Delaware and Maryland in July 2021. However, in light of the winter surge of COVID-19 cases, in January 2022, another state of emergency was declared in Delaware and Maryland. Considering the prevalence of new variants of COVID-19, we continue to operate under our pandemic response plan, monitor developments affecting employees, customers, suppliers, stockholders and take all precautions warranted to operate safely and to comply with the CDC and the Occupational Safety and Health Administration, with a goal of minimizing further exposure for our employees, customers and the communities.

In April 2020, the Maryland PSC issued an order that authorized utilities to establish a regulatory asset to record prudently incurred incremental costs related to COVID-19, beginning on March 16, 2020. The Maryland PSC found that the creation of a regulatory asset for COVID-19 related expenses will facilitate the recovery of those costs prudently incurred to serve customers during the COVID-19 pandemic, and that the deferral of such costs is appropriate because the current catastrophic health emergency is outside the control of the utility and is a non-recurring event. The Maryland PSC reviewed and issued guidance regarding the distribution of funds and the manner in which the utilities will allocate the funds to customers with eligible arrearages. Chesapeake Utilities – Maryland Division, Sandpiper Energy, and Elkton Gas received $0.3 million in the third quarter of 2021 to credit the accounts of those customers experiencing financial hardship in becoming current on their past due balances.

In May 2020, the Delaware PSC issued an order that authorized Delaware utilities to establish a regulatory asset to record COVID-19 related incremental costs incurred to ensure customers have essential utility services, for the period beginning on March 24, 2020 and ending 30 days after the state of emergency ends. The state of emergency was lifted July 12, 2021. However, in light of the winter surge of COVID-19 cases, a new state of emergency was declared in January 2022. The creation of the regulatory asset for COVID-19 related costs offers utilities the ability to seek recovery of those costs. Funds to assist with individual customer arrearages have become available through the Delaware State Housing Authority. We are working to ensure that customers know how to seek this support and then apply it to their overdue utility bills.

The Company's Florida regulated business units reached a settlement with the Florida OPC in June 2021 related to incremental expenses incurred due to COVID-19. The settlement allows the units to establish a regulatory asset in a total amount of $2.1 million as of June 30, 2021. 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 will amortize the regulatory asset over two years and recover it 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 settlement agreement was approved by the Florida PSC on July 8, 2021 and the final order was issued on July 22, 2021.

In the fourth quarter of 2020, we began recording regulatory assets based on the net incremental expense resulting from the COVID-19 pandemic for our natural gas distribution and electric business units as authorized by the Delaware, Maryland and Florida PSCs. As of December 31, 2021 and 2020, our total COVID-19 regulatory asset balance was $2.3 million and $1.9 million, respectively.

Summary TCJA Table

Customer rates for our regulated business were adjusted as approved by the regulators, prior to 2020 except for Elkton Gas, which implemented a one-time bill credit in May 2020. The following table summarized the regulatory liabilities related to accumulated deferred taxes ("ADIT") associated with TCJA for our regulated businesses as of December 31, 2021 and 2020:

	Amount (in thousands)		
Operation and Regulatory Jurisdiction	**December 31, 2021**	**December 31, 2020**	**Status**
Eastern Shore (FERC)	$34,190	$34,190	Will be addressed in Eastern Shore's next rate case filing.
Delaware Division (Delaware PSC)	$12,591	$12,728	PSC approved amortization of ADIT in January 2019.
Maryland Division (Maryland PSC)	$3,840	$3,970	PSC approved amortization of ADIT in May 2018.
Sandpiper Energy (Maryland PSC)	$3,656	$3,713	PSC approved amortization of ADIT in May 2018.
Chesapeake Florida Gas Division/Central Florida Gas (Florida PSC)	$8,032	$8,184	PSC issued order authorizing amortization and retention of net ADIT liability by the Company in February 2019.
FPU Natural Gas (excludes Fort Meade and Indiantown) (Florida PSC)	$19,189	$19,257	Same treatment on a net basis as Chesapeake Florida Gas Division (above).
FPU Fort Meade and Indiantown Divisions	$271	$309	Same treatment on a net basis as Chesapeake Florida Gas Division (above).
FPU Electric (Florida PSC)	$5,237	$6,694	In January 2019, PSC issued order approving amortization of ADIT through purchased power cost recovery, storm reserve and rates.
Elkton Gas (Maryland PSC)	$1,091	$1,124	PSC approved amortization of ADIT in March 2018.

Regulatory Assets and Liabilities

At December 31, 2021 and 2020, our regulated utility operations recorded the following regulatory assets and liabilities included in our consolidated balance sheets. These assets and liabilities will be recognized as revenues and expenses in future periods as they are reflected in customers' rates.

	As of December 31,	
	2021	2020
(in thousands)		
Regulatory Assets		
Under-recovered purchased fuel and conservation cost recovery (1)	$ 9,199	$ 2,078
Under-recovered GRIP revenue (2)	2,101	278
Deferred postretirement benefits (3)	16,749	17,716
Deferred conversion and development costs (1)	23,383	23,054
Environmental regulatory assets and expenditures (4)	1,258	1,743
Acquisition adjustment (5)	27,182	28,756
Loss on reacquired debt (6)	721	795
Deferred costs associated with COVID-19 (7)	2,289	1,925
Deferred storm costs (8)	36,004	44,320
Other	5,081	3,927
Total Regulatory Assets	$ 123,967	$ 124,592
Regulatory Liabilities		
Self-insurance (9)	$ 563	$ 533
Over-recovered purchased fuel and conservation cost recovery (1)	1,073	4,422
Over-recovered GRIP revenue (2)	11	338
Storm reserve (9)	2,829	2,673
Accrued asset removal cost (10)	47,887	45,315
Deferred income taxes due to rate change (11)	88,804	90,845
Interest related to storm recovery (8)	2,146	3,353
Other	1,487	1,541
Total Regulatory Liabilities	$ 144,800	$ 149,020

(1) We are allowed to recover the asset or are required to pay the liability in rates. We do not earn an overall rate of return on these assets.
(2) The Florida PSC allowed us to recover through a surcharge, capital and other program-related-costs, inclusive of an appropriate return on investment, associated with accelerating the replacement of qualifying distribution mains and services (defined as any material other than coated steel or plastic) in FPU's natural gas distribution, Fort Meade division and Chesapeake Utilities' Central Florida Gas division. We are allowed to recover the asset or are required to pay the liability in rates related to GRIP.
(3) The Florida PSC allowed FPU to treat as a regulatory asset the portion of the unrecognized costs pursuant to ASC Topic 715, *Compensation - Retirement Benefits*, related to its regulated operations. This balance also includes the portion of pension settlement expense associated with the termination of the Chesapeake Pension Plan pursuant to an order from the FERC and the respective PSCs that allowed us to defer Eastern Shore, Delaware and Maryland Divisions' portion. See Note 17, *Employee Benefit Plans*, for additional information.
(4) All of our environmental expenditures incurred to date and our current estimate of future environmental expenditures have been approved by various PSCs for recovery. See Note 20, *Environmental Commitments and Contingencies*, for additional information on our environmental contingencies.
(5) We are allowed to include the premiums paid in various natural gas utility acquisitions in Florida in our rate bases and recover them over a specific time period pursuant to the Florida PSC approvals. We paid $34.2 million of the premium in 2009, including a gross up for income tax, because it is not tax deductible, and $0.7 million of the premium paid by FPU in 2010.
(6) Gains and losses resulting from the reacquisition of long-term debt are amortized over future periods as adjustments to interest expense in accordance with established regulatory practice.
(7) We deferred as regulatory assets the net incremental expense impact associated with the net expense impact of COVID-19 as authorized by the stated PSCs.
(8) The Florida PSC authorized us to recover regulatory assets (including interest) associated with the recovery of Hurricanes Michael and Dorian storm costs which will be amortized between 6 and 10 years. Recovery of these costs includes a component of an overall return on capital additions and regulatory assets.
(9) We have storm reserves in our Florida regulated energy operations and self-insurance for our regulated energy operations that allow us to collect through rates amounts to be used against general claims, storm restoration costs and other losses as they are incurred.
(10) See Note 1, *Summary of Significant Accounting Policies*, for additional information on our asset removal cost policies.
(11) We recorded a regulatory liability for our regulated businesses related to the revaluation of accumulated deferred tax assets/liabilities as a result of the TCJA. The liability will be amortized over a period between 5 to 80 years based on the remaining life of the associated property. Based upon the regulatory proceedings, we will pass back the respective portion of the excess accumulated deferred taxes to rate payers. See Note 12, *Income Taxes*, for additional information.

20. 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 December 31, 2021 and 2020, we had approximately $5.2 million and $5.9 million, respectively, in environmental liabilities, related to the former MGP sites. As of December 31, 2021 and 2020, we have cumulative regulatory assets of $1.3 million and $1.7 million, respectively, in regulatory assets for future recovery of environmental costs for customers. Specific to FPU's four MGP sites in Key West, Pensacola, Sanford and West Palm Beach, FPU has approval to recover, from insurance and from customers through rates, up to $14.0 million of its environmental costs related to its MGP sites. As of December 31, 2021 and 2020, we have recovered approximately $12.9 million and $12.4 million, respectively, leaving approximately $1.1 million and $1.6 million, respectively, in regulatory assets for future recovery of environmental costs from FPU's customers.

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 MGP's 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 following is a summary of our remediation status and estimated costs to implement clean-up of our West Palm Beach Florida site:

Status	Estimated Cost to Clean Up (Expect to Recover through Rates)
Remedial actions approved by the Florida Department of Environmental Protection have been implemented on the east parcel of the site. Similar remedial actions have been initiated on the site's west parcel, and construction of active remedial systems are expected be completed in 2022.	Between $3.3 million to $14.2 million, including costs associated with the relocation of FPU's operations at this site, and any potential costs associated with future redevelopment of the properties.

21. Other Commitments and Contingencies

Natural Gas, Electric and Propane Supply

In March 2020, 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, 2020 and expire in March 2023.

FPU natural gas distribution operations and Eight Flags 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.

Chesapeake Utilities' Florida Division has 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 2 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 December 31, 2021, 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.

The total purchase obligations for natural gas, electric and propane supplies are as follows:

Year	2022	2023-2024	2025-2026	Beyond 2026	Total
(in thousands)					
Purchase Obligations	$ 89,557	$ 82,412	$ 70,114	$ 174,203	$ 416,286

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 December 31, 2021 was $20.0 million. The aggregate amount guaranteed at December 31, 2021 was approximately $13.1 million with the guarantees expiring on various dates through December 1, 2022.

As of December 31, 2021, we have issued letters of credit totaling approximately $5.3 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 October 25, 2022. There have been no draws on these letters of credit as of December 31, 2021. 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.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE.

None.

ITEM 9A. CONTROLS AND PROCEDURES.

EVALUATION OF DISCLOSURE CONTROLS AND PROCEDURES

Our Chief Executive Officer and Chief Financial Officer, with the participation of other Company officials, have evaluated our "disclosure controls and procedures" (as such term is defined under Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended) as of December 31, 2021. Based upon their evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of December 31, 2021.

CHANGE IN INTERNAL CONTROLS

In response to the COVID-19 pandemic and social distancing restrictions that have been established in our service territories, our current pandemic response plan includes having office staff work remotely to promote social distancing in efforts to reduce the ongoing spread of COVID-19. During the quarter ended December 31, 2021, our pandemic response plan did not result in a change in the design or operations of our internal controls over financial reporting that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. There has been no change in internal control over financial reporting (as such term is defined in Exchange Act Rule 13a-15(f)) that occurred during the quarter ended December 31, 2021, that materially affected, or is reasonably likely to materially affect, internal control over financial reporting.

CEO AND CFO CERTIFICATIONS

Our Chief Executive Officer and Chief Financial Officer have filed with the SEC the certifications required by Section 302 of the Sarbanes-Oxley Act of 2002 as Exhibits 31.1 and 31.2 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2021. In addition, in May 28, 2021, our Chief Executive Officer certified to the NYSE that he was not aware of any violation by us of the NYSE corporate governance listing standards.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) of the Exchange Act. A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. A company's internal control over financial reporting includes those policies and procedures that: (i) pertain to the maintenance of records which in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Under the supervision and with the participation of management, including the Chief Executive Officer and Chief Financial Officer, our management conducted an evaluation of the effectiveness of its internal control over financial reporting based on the criteria established in an updated report entitled "Internal Control - Integrated Framework," issued in May 2013 by the Committee of Sponsoring Organizations of the Treadway Commission. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Our management has evaluated and concluded that our internal control over financial reporting was effective as of December 31, 2021.

Our independent registered public accounting firm, Baker Tilly US, LLP, has audited the effectiveness of our internal control over financial reporting as of December 31, 2021, as stated in its report which appears under Part II, *Item 8. Financial Statements and Supplementary Data.*

ITEM 9B. OTHER INFORMATION.

None.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS OF THE REGISTRANT AND CORPORATE GOVERNANCE.

We have adopted a Code of Ethics that applies to our Principal Executive Officer, President, Principal Financial Officer, Chief Accounting Officer, Corporate Controller, Assistant Treasurer, and persons performing similar functions, which is a "code of ethics" as defined by applicable rules of the SEC. This Code of Ethics is publicly available on our website at https://chpk.com. If we make any amendments to this code other than technical, administrative or other non-substantive amendments, or grant any waivers, including implicit waivers, from a provision of this code to our Principal Executive Officer, President, Principal Financial Officer, Chief Accounting Officer or Corporate Controller, we intend to disclose the nature of the amendment or waiver, its effective date and to whom it applies by posting such information on our website at the address and location specified above.

The remaining information required by this Item is incorporated herein by reference to the sections of our Proxy Statement captioned "Election of Directors (Proposal 1)," "Governance Trends and Director Education," "Corporate Governance Practices," "Board of Directors and its Committees" and "Delinquent Section 16(a) Reports."

ITEM 11. EXECUTIVE COMPENSATION.

The information required by this Item is incorporated herein by reference to the sections of our Proxy Statement captioned "Director Compensation," "Executive Compensation" and "Compensation Discussion and Analysis".

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS.

The information required by this Item is incorporated herein by reference to the sections of our Proxy Statement captioned "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plan Information."

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE.

The information required by this Item is incorporated herein by reference to the section of our Proxy Statement captioned "Corporate Governance Practices" and "Director Independence."

ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES.

The information required by this Item is incorporated herein by reference to the portion of the Proxy Statement captioned "Fees and Services of Independent Registered Public Accounting Firm." The Company's independent registered public accounting firm is Baker Tilly, LLP, PCAOB ID: (23)

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES.

The following documents are filed as part of this Annual Report:

(a)(1) All of the financial statements, reports and notes to the financial statements included in Item 8 of Part II of this Annual Report on Form 10-K.

(a)(2) Schedule II—Valuation and Qualifying Accounts.

(a)(3) The Exhibits below.

• Exhibit 1.1	Equity Distribution Agreement, dated August 17, 2020, by and between Chesapeake Utilities Corporation and each of RBC Capital Markets, LLC, BofA Securities, Inc., Wells Fargo Securities, LLC, Janney Montgomery Scott LLC, Guggenheim Securities, LLC, Maxim Group LLC, Sidoti & Company, LLC, and Siebert Williams Shank & Co., LLC is incorporated herein by reference to Exhibit 1.1 of our Current Report on Form 8-K, filed August 17, 2020, File No. 001-11590.
• Exhibit 3.1	Amended and Restated Certificate of Incorporation of Chesapeake Utilities Corporation is incorporated herein by reference to Exhibit 3.1 of our Quarterly Report on Form 10-Q for the period ended June 30, 2010, File No. 001-11590.
• Exhibit 3.2	Amended and Restated Bylaws of Chesapeake Utilities Corporation, effective December 4, 2012, are incorporated herein by reference to Exhibit 3 of our Current Report on Form 8-K, filed December 7, 2012, File No. 001-11590.
• Exhibit 3.3	First Amendment to the Amended and Restated Bylaws of Chesapeake Utilities Corporation, effective December 3, 2014, is incorporated herein by reference to Exhibit 3.3 of our Annual Report on Form 10-K for the year ended December 31, 2014, File No. 001-11590.
• Exhibit 3.4	Second Amendment to the Amended and Restated Bylaws of Chesapeake Utilities Corporation, effective November 2, 2016, is incorporated herein by reference to Exhibit 3.3 of our Quarterly Report on Form 10-Q for the quarter ended September 30, 2016, File No. 001-11590.
• Exhibit 3.5	Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Chesapeake Utilities Corporation, is incorporated herein by reference to Exhibit 3.1 of our Current Report on Form 8-K, filed May 9, 2017, File No. 001-11590.
• Exhibit 3.6	Certificate of Elimination of Series A Participating Cumulative Preferred Stock of Chesapeake Utilities Corporation, is incorporated herein by reference to Exhibit 3.6 to our Annual Report on Form 10-K for the year ended December 31, 2017, File No. 001-11590.
• Exhibit 3.7	Third Amendment to the Amended and Restated Bylaws of Chesapeake Utilities Corporation, effective May 8, 2019, is incorporated by reference to Exhibit 3.1 of our Current Report on Form 8-K, filed May 14, 2019, File No. 001-11590.
• Exhibit 4.1	Note Agreement dated October 31, 2008, among Chesapeake Utilities Corporation, as issuer, General American Life Insurance Company and New England Life Insurance Company, relating to the private placement of Chesapeake Utilities Corporation's 5.93% Senior Notes due 2023.†
• Exhibit 4.2	Note Agreement dated June 29, 2010, among Chesapeake Utilities Corporation, as issuer, Metropolitan Life Insurance Company and New England Life Insurance Company, relating to the private placement of Chesapeake Utilities Corporation's 5.68% Senior Notes due 2026 and Chesapeake Utilities Corporation's 6.43% Senior Notes due 2028.†
• Exhibit 4.3	Note Agreement dated September 5, 2013, among Chesapeake Utilities Corporation, as issuer, and certain note holders, relating to the private placement of Chesapeake Utilities Corporation's 3.73% Senior Notes due 2028 and Chesapeake Utilities Corporation's 3.88% Senior Notes due 2029.†
• Exhibit 4.4	Private Shelf Agreement dated October 8, 2015, between Chesapeake Utilities Corporation, as issuer, and Prudential Investment Management Inc., relating to the private placement of Chesapeake Utilities Corporation's 3.25% Senior Notes due 2032, 3.98% Senior Notes due 2039, 3.0% Senior Notes due 2035, and the sale of other Chesapeake Utilities Corporation unsecured Senior Notes from time to time, is incorporated herein by reference to Exhibit 4.1 of our Quarterly Report on Form 10-Q for the period ended September 30, 2015, File No. 001-11590.
• Exhibit 4.5	First Amendment to Private Shelf Agreement dated September 14, 2018, between Chesapeake Utilities Corporation, as issuer, and PGIM, Inc. (formerly known as Prudential Investment Management, Inc.), and other purchasers that may become party thereto. †

• Exhibit 4.6	Master Note Agreement dated March 2, 2017, among Chesapeake Utilities Corporation, as issuer, NYL Investors LLC, and other certain note holders that may become party thereto from time to time relating to the private placement of Chesapeake Utilities Corporation's 3.48% Senior Notes due 2038 and Chesapeake Utilities Corporation's 3.58% Senior Notes due 2038, and Chesapeake Utilities Corporation's 2.96% Senior Notes due 2035. †
• Exhibit 4.7	Note Purchase Agreement, dated August 25, 2021, by and among Chesapeake Utilities Corporation, MetLife Insurance K.K., Thrivent Financial For Lutherans, CMFG Life Insurance Company, and American Memorial Life Insurance Company relating to the placement of Chesapeake Utilities Corporations's 2.49% Senior Notes due 2037. †
• Exhibit 4.8	Private Shelf Agreement, dated March 2, 2017, by and among Chesapeake Utilities Corporation, Metropolitan Life Insurance Company, and MetLife Investment Management, LLC, relating to the private placement of Chesapeake Utilities Corporation's 2.95% Senior Notes due 2042.†
• Exhibit 4.9	First Amendment to Private Shelf Agreement, dated May 14, 2020, by and among Chesapeake Utilities Corporation, Metropolitan Life Insurance Company, and MetLife Investment Management, LLC. †
• Exhibit 4.10	Description of Securities Registered Under Section 12 of the Securities Exchange Act of 1934, as amended, is filed herewith.
• Exhibit 10.1*	Chesapeake Utilities Corporation Cash Bonus Incentive Plan, effective January 1, 2015, is incorporated herein by reference to our Proxy Statement dated March 31, 2015, in connection with our Annual Meeting held on May 6, 2015, File No. 001-11590.
• Exhibit 10.2*	Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan, effective May 2, 2013 is incorporated herein by reference to our Proxy Statement dated March 29, 2013 in connection with our Annual Meeting held on May 2, 2013, File No. 001-11590.
• Exhibit 10.3*	Non-Qualified Deferred Compensation Plan, effective January 1, 2014, is incorporated herein by reference to Exhibit 10.8 of our Annual Report on Form 10-K for the year ended December 31, 2013, File No. 001-11590.
• Exhibit 10.4*	Chesapeake Utilities Corporation Supplemental Executive Retirement Plan, as amended and restated effective January 1, 2009, is incorporated herein by reference to Exhibit 10.27 of our Annual Report on Form 10-K for the year ended December 31, 2008, File No. 001-11590.
• Exhibit 10.5*	First Amendment to the Chesapeake Utilities Corporation Supplemental Executive Retirement Plan as amended and restated effective January 1, 2009, is incorporated herein by reference to Exhibit 10.30 of our Annual Report on Form 10-K for the year ended December 31, 2010, File No. 001-11590.
• Exhibit 10.6	Revolving Credit Agreement dated October 8, 2015, between Chesapeake Utilities Corporation and PNC Bank, National Association, Bank of America, N.A., Citizens Bank N.A., Royal Bank of Canada and Wells Fargo Bank, National Association as lenders, is incorporated herein by reference to Exhibit 10.1 of our Quarterly Report on Form 10-Q for the period ended September 30, 2015, File No. 001-11590.
• Exhibit 10.7	First Amendment dated February 25, 2016 to the Revolving Credit Agreement dated October 8, 2015, between Chesapeake Utilities Corporation and PNC Bank, National Association, Bank of America, N.A., Citizens Bank N.A., Royal Bank of Canada and Wells Fargo Bank, National Association as lenders, is incorporated herein by reference to Exhibit 10.24 of our Annual Report on Form 10-K for the year ended December 31, 2015, File No. 001-11590.
• Exhibit 10.8	Credit Agreement, dated November 28, 2017, by and between Chesapeake Utilities Corporation and Branch Banking and Trust Company is incorporated herein by reference to Exhibit 10.20 of our Annual Report on Form 10-K for the year ended December 31, 2018, File No. 001-11590.
• Exhibit 10.9*	Form of Performance Share Agreement, effective February 25, 2019 for the period January 1, 2019 to December 31, 2021, pursuant to Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan by and between Chesapeake Utilities Corporation and Jeffry M. Householder is incorporated herein by reference to Exhibit 10.24 of our Annual Report on Form 10-K for the year ended December 31, 2018, File No. 001-11590.

• Exhibit 10.10*	Executive Employment Agreement dated February 25, 2019, between Chesapeake Utilities Corporation and Jeffry M. Householder, is incorporated herein by reference to Exhibit 10.25 of our Annual Report on Form 10-K for the year ended December 31, 2018, File No. 001-11590.
• Exhibit 10.11	Term Note dated January 31, 2019 issued by Chesapeake Utilities Corporation in favor of Branch Banking & Trust Company is incorporated herein by reference to Exhibit 10.1 of our Quarterly Report on Form 10-Q for the quarter ended March 30, 2019, File No. 001-11590.
• Exhibit 10.12	Term Loan Credit Agreement, dated January 31, 2019, by and between Chesapeake Utilities Corporation and Branch Banking and Trust Company is incorporated herein by reference to Exhibit 10.2 of our Quarterly Report on Form 10-Q for the quarter ended March 30, 2019, File No. 001-11590.
• Exhibit 10.13*	Executive Retirement Agreement dated October 9, 2019, between Chesapeake Utilities Corporation and Stephen C. Thompson is incorporated herein by reference to Exhibit 10.1 of our Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, File No. 001-11590.
• Exhibit 10.14	Note Purchase Agreement dated November 19, 2019, between Chesapeake Utilities Corporation, The Guardian Life Insurance Company of America, The Guardian Insurance & Annuity Company, Inc., Berkshire Life Insurance Company of America, Thrivent Financial for Lutherans, United of Omaha Life Insurance Company, and CMFG Life Insurance Company is incorporated herein by reference to our Current Report on Form 8-K filed on November 20, 2019, File No. 001-11590.
• Exhibit 10.15*	Form of Performance Share Agreement, effective December 3, 2019 for the period 2019 to 2021, pursuant to Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan by and between Chesapeake Utilities Corporation and each of Jeffry M. Householder, Beth W. Cooper, James F. Moriarty and Kevin Webber is incorporated herein by reference to Exhibit 10.26 to our Annual Report on Form 10-K for the year ended December 31, 2019, File No. 001-11590.
• Exhibit 10.16*	Executive Employment Agreement dated December 4, 2019, between Chesapeake Utilities Corporation and Kevin Webber, is filed incorporated herein by reference to Exhibit 10.27 to our Annual Report on Form 10-K for the year ended December 31, 2019, File No. 001-11590.
• Exhibit 10.17*	Form of Performance Share Agreement, effective February 25, 2020 for the period 2020 to 2022, pursuant to Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan by and between Chesapeake Utilities Corporation and each of Jeffry M. Householder, Beth W. Cooper, James F. Moriarty and Kevin Webber is incorporated herein by reference to Exhibit 10.28 to our Annual Report on Form 10-K for the year ended December 31, 2019, File No. 001-11590.
• Exhibit 10.18*	Form of Performance Share Agreement, effective February 24, 2021, for the period 2021 to 2023, pursuant to the Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan by and between Chesapeake Utilities Corporation and each of Jeffry M. Householder, Beth W. Cooper, James F. Moriarty, Kevin Webber, and Jeffrey S. Sylvester is filed herewith.
• Exhibit 10.19	Loan Agreement dated April 24, 2020, between Chesapeake Utilities Corporation and PNC Bank, National Association is incorporated herein by reference to Exhibit 10.3 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, File No. 001-11590.
• Exhibit 10.20	Loan Agreement dated April 27, 2020, between Chesapeake Utilities Corporation and Bank of America, N.A. is incorporated herein by reference to Exhibit 10.4 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, File No. 001-11590.
• Exhibit 10.21	Revolving Line of Credit Note dated April 24, 2020 issued by Chesapeake Utilities Corporation in favor of PNC Bank, National Association is incorporated herein by reference to Exhibit 10.5 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, File No. 001-11590.

• Exhibit 10.22	Promissory Note dated April 22, 2020, issued by Chesapeake Utilities Corporation and in favor of Bank of America, N.A. is incorporated herein by reference to Exhibit 10.6 to our Quarterly Report on Form 10-Q for the quarter ended March 31, 2020, File No. 001-11590.
• Exhibit 10.23	Credit Agreement dated May 29, 2020, between Chesapeake Utilities Corporation and Citizens Bank National Association is incorporated herein by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, File No. 001-11590.
• Exhibit 10.24	Loan Agreement dated May 6, 2020 between Chesapeake Utilities Corporation and Royal bank of Canada is incorporated herein by reference to Exhibit 10.2 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, File No. 001-11590.
• Exhibit 10.25	Form of Revolving Loan Note in favor of Citizens Bank National Association is incorporated herein by reference to Exhibit 10.3 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, File No. 001-11590.
• Exhibit 10.26	Form of Revolving Credit Note in favor of Royal Bank of Canada is incorporated herein by reference to Exhibit 10.4 to our Quarterly Report on Form 10-Q for the quarter ended June 30, 2020, File No. 001-11590.
• Exhibit 10.27	Credit Agreement, dated September 30, 2020, by and between Chesapeake Utilities Corporation, PNC Bank, National Association, and several other financial institutions named therein is incorporated herein by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended September 30, 2020, File No. 001-11590.
• Exhibit 10.28	Amended and Restated Credit Agreement, dated August 12, 2021, by and between Chesapeake Utilities Corporation, PNC Bank, National Association, and several other financial institutions named therein is incorporated herein by reference to Exhibit 10.1 to our Quarterly Report on Form 10-Q for the quarter ended September 30, 2021, File No. 001-11590
• Exhibit 10.29*	Executive Employment Agreement, dated December 16, 2021, by and between Chesapeake Utilities Corporation and Jeffrey S. Sylvester is incorporated by reference to Exhibit 10.1 to our Current Report on Form 8-K filed on December 20, 2021, File No. 001-11590
• Exhibit 10.30*	Executive Employment Agreement, dated December 16, 2021, by and between Chesapeake Utilities Corporation and Jeffry M. Householder is incorporated by reference to Exhibit 10.2 to our Current Report on Form 8-K filed on December 20, 2021, File No. 001-11590
• Exhibit 10.31*	Executive Employment Agreement, dated December 16, 2021, by and between Chesapeake Utilities Corporation and Beth W. Cooper is incorporated by reference to Exhibit 10.3 to our Current Report on Form 8-K filed on December 20, 2021, File No. 001-11590
• Exhibit 10.32*	Executive Employment Agreement, dated December 16, 2021, by and between Chesapeake Utilities Corporation and James F. Moriarty is incorporated by reference to Exhibit 10.4 to our Current Report on Form 8-K filed on December 20, 2021, File No. 001-11590
• Exhibit 10.33*	Executive Employment Agreement, dated December 16, 2021, by and between Chesapeake Utilities Corporation and Kevin J. Webber is incorporated by reference to Exhibit 10.5 to our Current Report on Form 8-K filed on December 20, 2021, File No. 001-11590
• Exhibit 10.34*	Form of Performance Share Agreement, effective February 23, 2022, for the period 2022 to 2024, pursuant to the Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan by and between Chesapeake Utilities Corporation and each of Jeffry M. Householder, Beth W. Cooper, James F. Moriarty, Kevin J. Webber, and Jeffrey S. Sylvester is filed herewith.
• Exhibit 21	Subsidiaries of the Registrant is filed herewith.
• Exhibit 23.1	Consent of Independent Registered Public Accounting Firm is filed herewith.
• Exhibit 31.1	Certificate of Chief Executive Officer of Chesapeake Utilities Corporation pursuant to Exchange Act Rule 13a-14(a) and 15d – 14(a), is filed herewith.
• Exhibit 31.2	Certificate of Chief Financial Officer of Chesapeake Utilities Corporation pursuant to Exchange Act Rule 13a-14(a) and 15d – 14(a), is filed herewith.

- Exhibit 32.1 — Certificate of Chief Executive Officer of Chesapeake Utilities Corporation pursuant to 18 U.S.C. Section 1350, is filed herewith.
- Exhibit 32.2 — Certificate of Chief Financial Officer of Chesapeake Utilities Corporation pursuant to 18 U.S.C. Section 1350, is filed herewith.
- Exhibit 101.INS XBRL Instance Document is filed herewith.
- Exhibit 101.SCH XBRL Taxonomy Extension Schema Document is filed herewith.
- Exhibit 101.CAL XBRL Taxonomy Extension Calculation Linkbase Document is filed herewith.
- Exhibit 101.DEF XBRL Taxonomy Extension Definition Linkbase Document is filed herewith.
- Exhibit 101.LAB XBRL Taxonomy Extension Label Linkbase Document is filed herewith.
- Exhibit 101.PRE XBRL Taxonomy Extension Presentation Linkbase Document is filed herewith.
- Exhibit 104 — Cover Page Interactive Data File - formatted in Inline XBRL and contained in Exhibit 101.

* Management contract or compensatory plan or agreement.

† These agreements have not been filed herewith pursuant to Item 601(b)(4)(v) of Regulation S-K under the Securities Act of 1933, as amended. We hereby agree to furnish copies to the SEC upon request.

ITEM 16. FORM 10-K SUMMARY.

None.

SIGNATURES

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, Chesapeake Utilities Corporation has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CHESAPEAKE UTILITIES CORPORATION

By: /s/ JEFFRY M. HOUSEHOLDER
Jeffry M. Householder
President, Chief Executive Officer and Director
February 23, 2022

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

/s/ JEFFRY M. HOUSEHOLDER
Jeffry M. Householder
President, Chief Executive Officer and Director
February 23, 2022

/s/ BETH W. COOPER
Beth W. Cooper, Executive Vice President,
Chief Financial Officer,
and Assistant Corporate Secretary
(Principal Financial and Accounting Officer)
February 23, 2022

/s/ JOHN R. SCHIMKAITIS
John R. Schimkaitis
Chair of the Board and Director
February 23, 2022

/s/ DENNIS S. HUDSON, III
Dennis S. Hudson, III, Director
February 23, 2022

/s/ LISA G. BISACCIA
Lisa G. Bisaccia, Director
February 23, 2022

/s/ LILA A. JABER
Lila A. Jaber, Director
February 23, 2022

/s/ THOMAS J. BRESNAN
Thomas J. Bresnan, Director
February 23, 2022

/s/ PAUL L. MADDOCK, JR.
Paul L. Maddock, Jr., Director
February 23, 2022

/s/ RONALD G. FORSYTHE, JR.
Dr. Ronald G. Forsythe, Jr., Director
February 23, 2022

/s/ CALVERT A. MORGAN, JR.
Calvert A. Morgan, Jr., Director
February 23, 2022

/s/ THOMAS P. HILL, JR.
Thomas P. Hill, Jr., Director
February 23, 2022

/s/ DIANNA F. MORGAN
Dianna F. Morgan, Director
February 23, 2022

Chesapeake Utilities Corporation and Subsidiaries
Schedule II
Valuation and Qualifying Accounts

For the Year Ended December 31,	Balance at Beginning of Year	Additions: Charged to Income	Additions: Other Accounts [1]	Deductions [2]	Balance at End of Year
(In thousands)					
Reserve Deducted From Related Assets					
Reserve for Uncollectible Accounts					
2021	$ 4,785	$ 134	$ (125)	$ (1,653)	$ 3,141
2020	$ 1,337	$ 3,827	$ 613	$ (992)	$ 4,785
2019	$ 1,058	$ 1,392	$ 278	$ (1,391)	$ 1,337

[1] Recoveries and other allowance adjustments
[2] Uncollectible accounts charged off.

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

The following is a description of the common stock, par value $0.4867 per share (our "Common Stock"), of Chesapeake Utilities Corporation ("Chesapeake Utilities," the "Company," "we," "us," or "our") registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). This description is a summary and is qualified in its entirety by reference to our Amended and Restated Certificate of Incorporation, as amended (the "Certificate of Incorporation") and our Amended and Restated Bylaws, as amended (the "Bylaws"), each of which are incorporated by reference as exhibits to the Annual Report on Form 10-K of which this Exhibit 4.7 is a part. We encourage you to read our Certificate of Incorporation, our Bylaws, and the applicable provisions of the Delaware General Corporation Law for additional information.

Authorized and Outstanding Capital Stock

Our authorized capital stock consists of 50,000,000 shares of our Common Stock and 2,000,000 shares of preferred stock, par value $0.01 per share (our "Preferred Stock"). As of February 18, 2022, 17,657,537 shares of our Common Stock were outstanding and no shares of our Preferred Stock were outstanding.

Common Stock

Our stockholders are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders and are entitled to receive dividends when and as declared by the board of directors (the "Board of Directors") out of funds legally available therefore for distribution to stockholders and to share ratably in the assets legally available for distribution to stockholders in the event of the liquidation or dissolution, whether voluntary or involuntary, of Chesapeake Utilities. Our stockholders do not have cumulative voting rights in the election of directors and have no preemptive, subscription, or conversion rights. Our Common Stock is not subject to redemption by us.

The transfer agent and registrar for our Common Stock is Computershare Trust Company, N.A.

Preferred Stock

Shares of our Preferred Stock may be issued by us from time to time, by authorization of the Board of Directors and without the necessity of further action or authorization by our stockholders, in one or more series and with such voting powers, designations, preferences and relative, participating, optional, or other special rights and qualifications as the Board of Directors may, in its discretion, determine, including, but not limited to: (i) the distinctive designation of such series and the number of shares to constitute such series; (ii) the dividend rights, if any, for such series; (iii) the voting power, if any, of shares of such series; (iv) the terms and conditions (including price), if any, upon which shares of such stock may be converted into or exchanged for shares of stock of any other class or any other series of the same class or any other securities or assets; (v) our right, if any, to redeem shares of such series and the terms and conditions of such redemption; (vi) the retirement or sinking fund provisions, if any, of shares of such series and the terms and provisions relative to the operation thereof; (vii) the amount, if any, that the stockholders of such series shall be entitled to receive in case of a liquidation, dissolution, or winding up of Chesapeake Utilities; (viii) the limitations and restrictions, if any, upon the payment of dividends or the making of other distributions on, and upon the purchase, redemption, or other acquisition by us of, our Common Stock; and (ix) the conditions or restrictions, if any, upon the creation of indebtedness or upon the issuance of any additional stock of Chesapeake Utilities.

Certain Provisions of our Certificate of Incorporation and our Bylaws

Certain provisions in our Certificate of Incorporation and Bylaws, as well as certain provisions of Delaware Law, may be deemed to have an anti-takeover effect and may delay, deter, or prevent a tender offer or takeover attempt that a stockholder might consider to be in its best interests, including attempts that might result in a premium being paid over the market price of the shares held by stockholders. These provisions contained in our Certificate of Incorporation and Bylaws include the items described below.

Change of Control Approvals. Pursuant to our Certificate of Incorporation, the affirmative vote of not less than 75% of the total voting power of all outstanding shares of our capital stock is required to approve a merger or consolidation of Chesapeake Utilities with, or the sale of substantially all of our assets or business to, any other corporation (other than a corporation 50% or more of the common stock of which is owned by us), if such corporation or its affiliates singly or in the aggregate own or control directly or indirectly 5% or more of the outstanding shares of our Common Stock, unless the transaction is approved by our Board of Directors prior to the acquisition by such corporation or its affiliates of ownership or control of 5% or more of the outstanding shares of common stock.

Classified Board of Directors. Our Certificate of Incorporation provides for a classified Board of Directors under which approximately one-third of the members are elected annually for three-year terms.

Special Stockholder Meetings. Our Bylaws provide that a special meeting of stockholders, unless otherwise provided by law or by the Certificate of Incorporation, may be called only by (i) the Chief Executive Officer and (ii) the Chief Executive Officer or the Secretary at the request in writing of a majority of the Board of Directors, and not at the request of any other person or person.

Stockholder Advance Notice Procedure. Our Bylaws establish an advance notice procedure for stockholders to make nominations of candidates for election as directors or to bring other business before an annual meeting of our stockholders.

Undesignated Preferred Stock. Because our Board of Directors has the power to establish the preferences and rights of the shares of any additional series of Preferred Stock, it may afford holders of any Preferred Stock preferences, powers, and rights, including voting and dividend rights, senior to the rights of holders of our Common Stock, which could adversely affect the holders of our Common Stock and could discourage a takeover of us even if a change of control of Chesapeake Utilities would be beneficial to the interests of our stockholders.

PERFORMANCE STOCK AWARD AGREEMENT

pursuant to the

CHESAPEAKE UTILITIES CORPORATION
2013 STOCK AND INCENTIVE COMPENSATION PLAN

On _______________, (the "Grant Date"), Chesapeake Utilities Corporation, a Delaware corporation (the "Company"), has granted to _______________ (the "Grantee"), who resides at ___________________________________, a Performance Stock Award on the terms and subject to the conditions of this Performance Stock Award Agreement.

Recitals

WHEREAS, the Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan (the "Plan") has been duly adopted by action of the Company's Board of Directors (the "Board") on March 6, 2013 and approved by the Shareholders of the Company at a meeting held on May 2, 2013; and

WHEREAS, the Committee of the Board of Directors of the Company referred to in the Plan (the "Committee") has determined that it is in the best interests of the Company to grant the Performance Stock Award described herein pursuant to the Plan; and

WHEREAS, the shares of the Common Stock of the Company ("Shares") that are subject to this Agreement, when added to the other shares of Common Stock that are subject to awards granted under the Plan, do not exceed the total number of shares of Common Stock with respect to which awards are authorized to be granted under the Plan or the total number of shares of Common Stock that may be granted to an individual in a single calendar year.

Agreement

It is hereby covenanted and agreed by and between the Company and the Grantee as follows:

Section 1. Performance Stock Award and Performance Period

The Company hereby grants to the Grantee a Performance Stock Award as of the Grant Date. As more fully described herein, the Grantee may earn up to _________ Shares upon the Company's achievement of the performance criteria set forth in Section 2 (the "Performance Shares") over the performance period from January 1, 2021 to December 31, 2023 (the "Performance Period"). This Award has been granted pursuant to the Plan; capitalized terms used in this agreement which are not specifically defined herein shall have the meanings ascribed to such terms in the Plan.

Section 2. Performance Criteria and Terms of Stock Award

a. The Committee selected and established in writing performance criteria for the Performance Period, which, if met, may entitle the Grantee to some or all of the Performance Shares under this Award. As soon as practicable after the Company's independent auditors have certified the Company's financial statements for each fiscal year of the Company in the Performance Period, the Committee shall determine for purposes of this Agreement the Company's (1) total shareholder return, defined as the cumulative total return to shareholders ("Shareholder Value"), (2) growth in long-term earnings, defined as the growth in total capital expenditures as a percentage of total capitalization ("Growth"), and (3) earnings performance, defined as average return on equity ("ROE"), in accordance with procedures established by the Committee. The Shareholder Value, Growth and ROE (each a "Performance Metric" and collectively, the "Performance Metrics") shall be determined by the Committee in accordance with the terms of the Plan and this Agreement based on financial results reported to shareholders in the Company's annual reports and may be subject to adjustment by the Committee for extraordinary events during the Performance Period, as applicable. Both the Shareholder Value and the Growth Performance Metrics will be compared to the performance of the 2021-2023 **Performance Peer Group**, Attachment A hereto and to the 2021-2023 Long-Term Award Resolution (collectively referred to as the "Peer Group"), for the Performance Period and Awards will be determined according to the schedule in subsection (b) below. For Shareholder Value, the calculation of total shareholder return will utilize the average closing stock price from November 1 through December 31 immediately preceding the beginning and at the end of the performance period. For the average ROE Performance Metric, the Company's performance will be compared to pre-determined ROE thresholds established by the Committee. At the end of the Performance Period, the Committee shall certify the extent to which the Performance Goals were met during the Performance Period. If the Performance Goals for the Performance Period are met, the Grantee shall be entitled to the Award, subject, however, to the Committee's exercise of discretion to adjust any Award to a grantee (either up or down) based on business objectives established for that grantee or any other factors, all as determined by the Committee in its sole discretion. The Committee shall promptly notify the Grantee of its determination.

a. The Grantee may earn 50% percent or more of the target award of _____ Performance Shares (the "Target Award") up to a maximum number of Performance Shares set forth in Section 1 above (the "Maximum Award") based upon achievement of threshold and target levels of performance against the Performance Metrics established for the Performance Period . The Committee shall confirm the level of Award attained for the Performance Period after the Company's independent auditors have certified the Company's financial statements for each fiscal year of the Company in the Performance Period.

(c) Once established, the performance criteria identified above normally shall not be changed during the Performance Period. However, if any of the companies in the Peer Group cease to be publically traded, they will automatically be deleted from the Peer Group. In addition, if the Committee determines that external changes or other unanticipated business conditions have materially affected the fairness of the goals, or that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or acquisitions or divestitures of subsidiaries or business units, or other events or circumstances materially affect the performance criteria or render the performance criteria unsuitable, then the Committee may approve appropriate adjustments to the performance criteria (either up or down) during the Performance Period, in its discretion.

(d) Performance Shares that are awarded to the Grantee pursuant to this Section 2 shall be issued promptly, without payment of consideration by the Grantee, within 2 ½ months of the end of the Performance Period. The Grantee shall have the right to vote the Performance Shares and to receive the dividends distributable with respect to such Shares on and after, but not before, the date on which the Grantee is recorded on the Company's ledger as holder of record of the Performance Shares (the "Issue Date"). If, however, the Grantee receives Shares as part of any dividend or other distribution with respect to the Performance Shares, such Shares shall be treated as if they are Performance Shares, and such Shares shall be subject to all of the terms and conditions imposed by this Section 2. Notwithstanding the foregoing, the Grantee shall be entitled to receive an amount in cash, equivalent to the dividends that would have been paid on the awarded Performance Shares from the Grant Date to the Issue Date for those Performance Shares actually earned by the Grantee during the applicable Performance Period. Such dividend equivalents shall be payable at the time such Performance Shares are issued.

(e) The Performance Shares will not be registered for resale under the Securities Act of 1933 or the laws of any state except when and to the extent determined by the Board pursuant to a resolution. Until a registration statement is filed and becomes effective, however, transfer of the Performance Shares shall require the availability of an exemption from such registration, and prior to the issuance of new certificates, the Company shall be entitled to take such measures as it deems appropriate (including but not limited to obtaining from the Grantee an investment representation letter and/or further legending the new certificates) to ensure that the Performance Shares are not transferred in the absence of such exemption.

(f) In the event of a Change in Control, as defined in the Plan, during the Performance Period, the Grantee shall earn the Target Award of Performance Shares set forth in this Section 2, as if all performance criteria were satisfied, without any pro ration based on the portion of the Performance Period that has expired as of the date of such Change in Control.

(g) If, during the Performance Period, the Grantee has a Termination of Employment, Performance Shares shall be deemed earned or forfeited as follows:

(1) Except as provided in Section (2), below, upon voluntary Termination of Employment by the Grantee or termination by the Company for any reason, all unearned Performance Shares shall be forfeited immediately; and

(2) If the Grantee has a Termination of Employment by reason of death or Disability or Retirement (as such terms are defined in the Plan), the number of Performance Shares that would otherwise have been earned at the end of the Performance Period shall be reduced by pro rating such Performance Shares based on the proportion of the Performance Period during which the Grantee was employed by the Company (based upon the full months of the Performance Period elapsed as of the end of the month in which the Termination of Employment occurred over the total number of months in the Performance Period), unless the Committee determines that the Performance Shares shall not be so reduced.

a. The Grantee shall be solely responsible for any federal, state and local taxes of any kind imposed in connection with the vesting or delivery of the Performance Shares. Prior to the transfer of any Performance Shares to the Grantee, the Grantee shall remit to the Company an amount sufficient to satisfy any federal, state, local and other withholding tax requirements. The Grantee may elect to have all or part of any withholding tax obligation satisfied by having the Company withhold Shares otherwise deliverable to the Grantee as Performance Shares, unless the Committee determines otherwise by resolution. If the Grantee fails to make such payments or election, the Company and its subsidiaries shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to the Grantee any taxes required by law to be withheld with respect to the Performance Shares. In the case of any amounts withheld for taxes pursuant to this provision in the form of Shares, the amount withheld shall not exceed the maximum required by applicable law and regulations.

(i) Notwithstanding any other provision of this Agreement, if any payment or distribution (a "Payment") by the Company or any other person or entity to or for the benefit of the Grantee is determined to be an "excess parachute payment" (within the meaning of Code Section 280G(b)(1) or any successor provision of similar effect), whether paid or payable or distributed or distributable pursuant to this Agreement or otherwise, then the Grantee's benefits under this Agreement may, unless the Grantee elects otherwise pursuant to his employment agreement, be reduced by the amount necessary so that the Grantee's total "parachute payment" as defined in Code Section 280G(b)(2)(A) under this and all other agreements will be $1.00 less than the amount that would be a "parachute payment". The payment of any "excess parachute payment" pursuant to this paragraph shall also comply with the terms of the Grantee's employment agreement, if any.

Section 3. Additional Conditions to Issuance of Shares

Each transfer of Performance Shares shall be subject to the condition that if at any time the Committee shall determine, in its sole discretion, that it is necessary or desirable as a condition of, or in connection with, the transfer of Performance Shares (i) to satisfy withholding tax or other withholding liabilities, (ii) to effect the listing, registration or qualification on any securities exchange or under any state or federal law of any Shares deliverable in connection with such exercise, or (iii) to obtain the consent or approval of any regulatory body, then in any such event such transfer shall not be effective unless such withholding, listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

Section 4. Adjustment of Shares

(a) If the Company shall become involved in a merger, consolidation or other reorganization, whether or not the Company is the surviving corporation, any right to earn Performance Shares shall be deemed a right to earn or to elect to receive the consideration into which the Shares represented by the Performance Shares would have been converted under the terms of the merger, consolidation or other reorganization. If the Company is not the surviving corporation, the surviving corporation (the "Successor") shall succeed to the rights and obligations of the Company under this Agreement.

(b) If any subdivision or combination of Shares or any stock dividend, capital reorganization or recapitalization occurs after the adoption of the Plan, the Committee shall make such proportionate adjustments as are appropriate to the number of Performance Shares to be earned in order to prevent the dilution or enlargement of the rights of the Grantee.

Section 5. No Right to Employment

Nothing contained in this Agreement shall be deemed by implication or otherwise to confer upon the Grantee any right to continued employment by the Company or any affiliate of the Company or to limit the right of the Company to terminate the Grantee's employment for any reason or for no reason.

Section 6. Notice

Any notice to be given hereunder by the Grantee shall be sent by mail addressed to Chesapeake Utilities Corporation, 909 Silver Lake Boulevard, Dover, Delaware 19904, for the attention of the Committee, c/o the Corporate Secretary, and any notice by the Company to the Grantee shall be sent by mail addressed to the Grantee at the address of the Grantee shown on the first page hereof. Either party may, by notice given to the other in accordance with the provisions of this Section, change the address to which subsequent notices shall be sent.

Section 7. Beneficiary Designation

Grantee may designate a beneficiary to receive any Performance Shares to which Grantee is entitled which vest as a result of Grantee's death. Grantee acknowledges that the Company may exercise all rights under this Agreement and the Plan against Grantee and Grantee's estate, heirs, lineal descendants and personal representatives and shall not be limited to exercising its rights against Grantee's beneficiary.

Section 8. Assumption of Risk

It is expressly understood and agreed that the Grantee assumes all risks incident to any change hereafter in the applicable laws or regulations or incident to any change in the market value of the Performance Shares.

Section 9. Terms of Plan and Employment Agreement

This Agreement is entered into pursuant to the Plan (a summary of which has been delivered to the Grantee). This Agreement is subject to all of the terms and provisions of the Plan, which are incorporated into this Agreement by reference, and the actions taken by the Committee pursuant to the Plan. In the event of a conflict between this Agreement and the Plan, the provisions of the Plan shall govern. In addition, this Award is subject to applicable provisions of the Grantee's employment agreement, including provisions requiring the Company to recover some or all of the Performance Shares awarded hereunder in the circumstances described in such agreement or as otherwise required by applicable law. All determinations by the Committee shall be in its sole discretion and shall be binding on the Company and the Grantee.

Section 10. Governing Law; Amendment

This Agreement shall be governed by, and shall be construed and administered in accordance with, the laws of the State of Delaware (without regard to its choice of law rules) and the requirements of any applicable federal law. This Agreement may be modified or amended only by a writing signed by the parties hereto.

Section 11. Action by the Committee

The parties agree that the interpretation of this Agreement shall rest exclusively and completely within the sole discretion of the Committee. The parties agree to be bound by the decisions of the Committee with regard to the interpretation of this Agreement and with regard to any and all matters set forth in this Agreement. The Committee may delegate its functions under this Agreement to an officer of the Company designated by the Committee (hereinafter the "Designee"). In fulfilling its responsibilities hereunder, the Committee or its Designee may rely upon documents, written statements of the parties or such other material as the Committee or its Designee deems appropriate. The parties agree that there is no right to be heard or to appear before the Committee or its Designee and that any decision of the Committee or its Designee relating to this Agreement shall be final and binding unless such decision is arbitrary and capricious.

Section 12. Terms of Agreement

This Agreement shall remain in full force and effect and shall be binding on the parties hereto for so long as any Performance Shares issued to the Grantee under this Agreement continue to be held by the Grantee.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its corporate name, and the Grantee has executed the same in evidence of the Grantee's acceptance hereof, upon the terms and conditions herein set forth, as of the day and year first above written.

CHESAPEAKE UTILITIES CORPORATION

By:

Its:

Grantee:

Printed Name:

Attachment A

2021-2023 Performance Peer Group

The 2021-2023 Performance Peer Group consists of the following gas utility companies:

1. Atmos Energy Corporation
2. Black Hills Corporation
3. New Jersey Resources Corporation
4. NiSource, Inc.
5. NW Natural
6. Northwestern Corporation
7. OneGas, Inc.
8. RGC Resources, Inc.
9. South Jersey Industries, Inc.
10. Spire, Inc.
11. Unitil Corporation

PERFORMANCE STOCK AWARD AGREEMENT

pursuant to the

CHESAPEAKE UTILITIES CORPORATION
2013 STOCK AND INCENTIVE COMPENSATION PLAN

On February 23, 2022 (the "Grant Date"), Chesapeake Utilities Corporation, a Delaware corporation (the "Company"), has granted to __________ (the "Grantee"), who resides at ______________, a Performance Stock Award on the terms and subject to the conditions of this Performance Stock Award Agreement.

Recitals

WHEREAS, the Chesapeake Utilities Corporation 2013 Stock and Incentive Compensation Plan (the "Plan") has been duly adopted by action of the Company's Board of Directors (the "Board") on March 6, 2013, approved by the Shareholders of the Company at a meeting held on May 2, 2013, and amended by the Compensation Committee of the Board, as administrator of the Plan, in January 2017 to align the Plan with a change in accounting standards; and

WHEREAS, the President of the Company after consultation with the Compensation Committee of the Board of Directors of the Company referred to in the Plan (the "Committee") has determined that it is in the best interests of the Company to grant the Performance Stock Award described herein pursuant to the Plan; and

WHEREAS, the shares of the Common Stock of the Company ("Shares") that are subject to this Agreement, when added to the other shares of Common Stock that are subject to awards granted under the Plan, do not exceed the total number of shares of Common Stock with respect to which awards are authorized to be granted under the Plan or the total number of shares of Common Stock that may be granted to an individual in a single calendar year.

Agreement

It is hereby covenanted and agreed by and between the Company and the Grantee as follows:

Section 1. Performance Stock Award and Performance Period

The Company hereby grants to the Grantee a Performance Stock Award as of the Grant Date. As more fully described herein, the Grantee may earn up to ______ Shares upon the Company's achievement of the performance criteria set forth in Section 2 (the "Performance Shares") over the performance period from January 1, 2022 to December 31, 2024 (the "Performance Period"). This Award has been granted pursuant to the Plan; capitalized terms used in this agreement which are not specifically defined herein shall have the meanings ascribed to such terms in the Plan.

Section 2. Performance Criteria and Terms of Stock Award

a. The President selected and established in writing performance criteria for the Performance Period, which, if met, may entitle the Grantee to some or all of the Performance Shares under this Award. As soon as practicable after the Company's independent auditors have certified the Company's financial statements for each fiscal year of the Company in the Performance Period, the President in consultation with the Chief Financial Officer shall determine for purposes of this Agreement the Company's (1) total shareholder return, defined as the cumulative total return to shareholders ("Shareholder Value"), (2) growth in long-term earnings, defined as the growth in total capital expenditures as a percentage of total capitalization ("Growth"), and (3) earnings performance, defined as average return on equity ("RoE"), in accordance with procedures established by the President. The Shareholder Value, Growth and RoE (each a "Performance Metric" and collectively, the "Performance Metrics") shall be determined by the President and Chief Financial Officer in accordance with the terms of the Plan and this Agreement based on financial results reported to shareholders in the Company's annual reports and may be subject to adjustment by the President for extraordinary events during the Performance Period, as applicable. Both the Shareholder Value and the Growth Performance Metrics will be compared to the performance of the **2022-2024** Performance Peer Group, Attachment A hereto and to the **2022-2024** Long-Term Award Resolution (collectively referred to as the "Peer Group"), for the Performance Period and Awards will be determined according to the schedule in subsection (b) below. For Shareholder Value, the calculation of total shareholder return will utilize the average closing stock price from November 1 through December 31 immediately preceding the beginning and at the end of the performance period. For the average RoE Performance Metric, the Company's performance will be compared to pre-determined RoE thresholds established by the President. At the end of the Performance Period, the President shall certify the extent to which the Performance Goals were met during the Performance Period. If the Performance Goals for the Performance Period are met, the Grantee shall be entitled to the Award, subject, however, to the President's exercise of discretion to adjust any Award to a grantee (either up or down) based on business objectives established for that grantee or any other factors, all as determined by the President in his sole discretion. The President shall promptly notify the Grantee of his determination.

a. The Grantee may earn 50% percent or more of the target award of _________ Performance Shares (the "Target Award") up to a maximum number of Performance Shares set forth in Section 1 above (the "Maximum Award") based upon achievement of threshold and target levels of performance against the Performance Metrics established for the Performance Period. The Committee shall confirm the level of Award attained for the Performance Period after the Company's independent auditors have certified the Company's financial statements for each fiscal year of the Company in the Performance Period.

(c) Once established, the performance criteria identified above normally shall not be changed during the Performance Period. However, if any of the companies in the Peer Group cease to be publically traded, they will automatically be deleted from the Peer Group. In addition, if the President determines that external changes or other unanticipated business conditions have materially affected the fairness of the goals, or that a change in the business, operations, corporate structure or capital structure of the Company, or the manner in which it conducts its business, or acquisitions or divestitures of subsidiaries or business units, or other events or circumstances materially affect the performance criteria or render the performance criteria unsuitable, then the President may approve appropriate adjustments to the performance criteria (either up or down) during the Performance Period, in his discretion.

(d) Performance Shares that are awarded to the Grantee pursuant to this Section 2 shall be issued promptly, without payment of consideration by the Grantee, within 2½ months of the end of the Performance Period. The Grantee shall have the right to vote the Performance Shares and to receive the dividends distributable with respect to such Shares on and after, but not before, the date on which the Grantee is recorded on the Company's ledger as holder of record of the Performance Shares (the "Issue Date"). If, however, the Grantee receives Shares as part of any dividend or other distribution with respect to the Performance Shares, such Shares shall be treated as if they are Performance Shares, and such Shares shall be subject to all of the terms and conditions imposed by this Section 2. Notwithstanding the foregoing, the Grantee shall be entitled to receive an amount in cash, equivalent to the dividends that would have been paid on the awarded Performance Shares from the Grant Date to the Issue Date for those Performance Shares actually earned by the Grantee during the applicable Performance Period. Such dividend equivalents shall be payable at the time such Performance Shares are issued.

(e) The Performance Shares will not be registered for resale under the Securities Act of 1933 or the laws of any state except when and to the extent determined by the Board pursuant to a resolution. Until a registration statement is filed and becomes effective, however, transfer of the Performance Shares shall require the availability of an exemption from such registration, and prior to the issuance of new certificates, the Company shall be entitled to take such measures as it deems appropriate (including but not limited to obtaining from the Grantee an investment representation letter and/or further legending the new certificates) to ensure that the Performance Shares are not transferred in the absence of such exemption.

(f) In the event of a Change in Control, as defined in the Plan, during the Performance Period, the Grantee shall earn the Target Award of Performance Shares set forth in this Section 2, as if all performance criteria were satisfied, without any pro ration based on the portion of the Performance Period that has expired as of the date of such Change in Control.

(g) If, during the Performance Period, the Grantee has a Termination of Employment, Performance Shares shall be deemed earned or forfeited as follows:

(1) Except as provided in Section (2), below, upon voluntary Termination of Employment by the Grantee or termination by the Company for any reason, all unearned Performance Shares shall be forfeited immediately; and

(2) If the Grantee has a Termination of Employment by reason of death or Disability or Retirement (as such terms are defined in the Plan), the number of Performance Shares that would otherwise have been earned at the end of the Performance Period shall be reduced by pro rating such Performance Shares based on the proportion of the Performance Period during which the Grantee was employed by the Company (based upon the full months of the Performance Period elapsed as of the end of the month in which the Termination of Employment occurred over the total number of months in the Performance Period), unless the President determines that the Performance Shares shall not be so reduced.

a. The Grantee shall be solely responsible for any federal, state and local taxes of any kind imposed in connection with the vesting or delivery of the Performance Shares. Prior to the transfer of any Performance Shares to the Grantee, the Grantee shall remit to the Company an amount sufficient to satisfy any federal, state, local and other withholding tax requirements. The Grantee may elect to have all or part of any withholding tax obligation satisfied by having the Company withhold Shares otherwise deliverable to the Grantee as Performance Shares, unless the President determines otherwise by resolution. If the Grantee fails to make such payments or election, the Company and its subsidiaries shall, to the extent permitted by law, have the right to deduct from any payments of any kind otherwise due to the Grantee any taxes required by law to be withheld with respect to the Performance Shares. In the case of any amounts withheld for taxes pursuant to this provision in the form of Shares, the amount withheld shall not exceed the maximum required by applicable law and regulations.

(i) Notwithstanding any other provision of this Agreement, if any payment or distribution (a "Payment") by the Company or any other person or entity to or for the benefit of the Grantee is determined to be an "excess parachute payment" (within the meaning of Code Section 280G(b)(1) or any successor provision of similar effect), whether paid or payable or distributed or distributable pursuant to this Agreement or otherwise, then the Grantee's benefits under this Agreement may be reduced by the amount necessary so that the Grantee's total "parachute payment" as defined in Code Section 280G(b)(2)(A) under this and all other agreements will be $1.00 less than the amount that would be a "parachute payment".

Section 3. Additional Conditions to Issuance of Shares

Each transfer of Performance Shares shall be subject to the condition that if at any time the President shall determine, in his sole discretion, that it is necessary or desirable as a condition of, or in connection with, the transfer of Performance Shares (i) to satisfy withholding tax or other withholding liabilities, (ii) to effect the listing, registration or qualification on any securities exchange or under any state or federal law of any Shares deliverable in connection with such exercise, or (iii) to obtain the consent or approval of any regulatory body, then in any such event such transfer shall not be effective unless such withholding, listing, registration, qualification, consent or approval shall have been effected or obtained free of any conditions not acceptable to the Company.

Section 4. Adjustment of Shares

(a) If the Company shall become involved in a merger, consolidation or other reorganization, whether or not the Company is the surviving corporation, any right to earn Performance Shares shall be deemed a right to earn or to elect to receive the consideration into which the Shares represented by the Performance Shares would have been converted under the terms of the merger, consolidation or other reorganization. If the Company is not the surviving corporation, the surviving corporation (the "Successor") shall succeed to the rights and obligations of the Company under this Agreement.

(b) If any subdivision or combination of Shares or any stock dividend, capital reorganization or recapitalization occurs after the adoption of the Plan, the President shall make such proportionate adjustments as are appropriate to the number of Performance Shares to be earned in order to prevent the dilution or enlargement of the rights of the Grantee.

Section 5. No Right to Employment

Nothing contained in this Agreement shall be deemed by implication or otherwise to confer upon the Grantee any right to continued employment by the Company or any affiliate of the Company or to limit the right of the Company to terminate the Grantee's employment for any reason or for no reason.

Section 6. Notice

Any notice to be given hereunder by the Grantee shall be sent by mail addressed to Chesapeake Utilities Corporation, 500 Energy Lane, Dover, Delaware 19901, for the attention of the President, c/o the Corporate Secretary, and any notice by the Company to the Grantee shall be sent by mail addressed to the Grantee at the address of the Grantee shown on the first page hereof. Either party may, by notice given to the other in accordance with the provisions of this Section, change the address to which subsequent notices shall be sent.

Section 7. Beneficiary Designation

Grantee may designate a beneficiary to receive any Performance Shares to which Grantee is entitled which vest as a result of Grantee's death. Grantee acknowledges that the Company may exercise all rights under this Agreement and the Plan against Grantee and Grantee's estate, heirs, lineal descendants and personal representatives and shall not be limited to exercising its rights against Grantee's beneficiary.

Section 8. Assumption of Risk

It is expressly understood and agreed that the Grantee assumes all risks incident to any change hereafter in the applicable laws or regulations or incident to any change in the market value of the Performance Shares.

Section 9. Terms of Plan

This Agreement is entered into pursuant to the Plan (a summary of which has been delivered to the Grantee). This Agreement is subject to all of the terms and provisions of the Plan, which are incorporated into this Agreement by reference, and the actions taken by the President pursuant to the Plan. In the event of a conflict between this Agreement and the Plan, the provisions of the Plan shall govern. All determinations by the President shall be in his sole discretion and shall be binding on the Company and the Grantee.

Section 10. Governing Law; Amendment

This Agreement shall be governed by, and shall be construed and administered in accordance with, the laws of the State of Delaware (without regard to its choice of law rules) and the requirements of any applicable federal law. This Agreement may be modified or amended only by a writing signed by the parties hereto.

Section 11. Action by the President

The parties agree that the interpretation of this Agreement shall rest exclusively and completely within the sole discretion of the President. The parties agree to be bound by the decisions of the President with regard to the interpretation of this Agreement and with regard to any and all matters set forth in this Agreement. The President may delegate his functions under this Agreement to an officer of the Company designated by the President (hereinafter the "Designee"). In fulfilling his responsibilities hereunder, the President or his Designee may rely upon documents, written statements of the parties or such other material as the President or his Designee deems appropriate. The parties agree that there is no right to be heard or to appear before the President or his Designee and that any decision of the President or his Designee relating to this Agreement shall be final and binding unless such decision is arbitrary and capricious.

Section 12. Terms of Agreement

This Agreement shall remain in full force and effect and shall be binding on the parties hereto for so long as any Performance Shares issued to the Grantee under this Agreement continue to be held by the Grantee.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed in its corporate name, and the Grantee has executed the same in evidence of the Grantee's acceptance hereof, upon the terms and conditions herein set forth, as of the day and year first above written.

CHESAPEAKE UTILITIES CORPORATION

By:

Its:

Grantee:

Printed Name: ____________________

Attachment A

2022-2024 Performance Peer Group

The 2022-2024 Performance Peer Group consists of the following gas utility companies:

1. Atmos Energy Corporation
2. Black Hills Corporation
3. New Jersey Resources Corporation
4. NiSource Inc.
5. NW Natural (a subsidiary of Northwest Natural Holding Co.)
6. Northwestern Corporation
7. ONE Gas, Inc.
8. RGC Resources, Inc.
9. South Jersey Industries, Inc.
10. Spire Inc.
11. Unitil Corporation

Chesapeake Utilities Corporation
Subsidiaries of the Registrant

Subsidiaries	State Incorporated
Eastern Shore Natural Gas Company	Delaware
Sharp Energy, Inc.	Delaware
Chesapeake Service Company	Delaware
Chesapeake OnSight Services, LLC	Delaware
Peninsula Energy Services Company, Inc.	Delaware
Peninsula Pipeline Company, Inc.	Delaware
Florida Public Utilities Company	Florida
Sandpiper Energy, Inc.	Delaware
Aspire Energy of Ohio, LLC	Delaware
Aspire Energy Express, LLC	Delaware
Marlin Gas Services, LLC	Delaware
CPK Elkton, LLC	Delaware
Elkton Gas Company	Maryland
OnSight Renewables, LLC	Delaware

Subsidiary of Sharp Energy, Inc.	State Incorporated
Sharpgas, Inc.	Delaware

Subsidiary of Florida Public Utilities Company	State Incorporated
Flo-Gas Corporation	Florida

Subsidiaries of Chesapeake Service Company	State Incorporated
Skipjack, Inc.	Delaware
Chesapeake Investment Company	Delaware
Eastern Shore Real Estate, Inc.	Delaware

Subsidiaries of Chesapeake OnSight Services, LLC	State Incorporated
Eight Flags Energy, LLC	Delaware
Amelia Island Energy, LLC	Delaware

Subsidiaries of OnSight Renewables, LLC	State Incorporated
Amelia Renewables, LLC	Delaware
Blue Peake LNG, LLC	Delaware
Marlin Compression, LLC	Delaware

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3ASR (Nos. 333-213729, 333-239569, and 333-250803), Form S-8 (No. 333-192198) and Form S-4 (No. 333-201992) of Chesapeake Utilities Corporation of our report dated February 23, 2022, relating to the consolidated financial statements, financial statement schedule, and the effectiveness of internal control over financial reporting, which appears in this Form 10-K for the year ended December 31, 2021.

/s/ Baker Tilly US, LLP

Philadelphia, Pennsylvania
February 23, 2022

Exhibit 31.1

CERTIFICATE PURSUANT TO RULE 13A-14(A)
UNDER THE SECURITIES EXCHANGE ACT OF 1934

I, Jeffry M. Householder, certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2021 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: February 23, 2022

/s/ Jeffry M. Householder

Jeffry M. Householder
President and Chief Executive Officer

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 annual report on Form 10-K for the year ended December 31, 2021 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: February 23, 2022

/S/ BETH W. COOPER

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

EXHIBIT 32.1

Certificate of Chief Executive Officer

of

Chesapeake Utilities Corporation

(pursuant to 18 U.S.C. Section 1350)

I, Jeffry M. Householder, President and Chief Executive Officer of Chesapeake Utilities Corporation, certify that, to the best of my knowledge, the Annual Report on Form 10-K of Chesapeake Utilities Corporation for the year ended December 31, 2021, 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 Utilities Corporation.

/s/ JEFFRY M. HOUSEHOLDER
Jeffry M. Householder
February 23, 2022

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.

Exhibit 32.2

Certificate of Chief Financial Officer

of

Chesapeake Utilities Corporation

(pursuant to 18 U.S.C. Section 1350)

I, Beth W. Cooper, Senior Vice President and Chief Financial Officer of Chesapeake Utilities Corporation, certify that, to the best of my knowledge, the Annual Report on Form 10-K of Chesapeake Utilities Corporation for the year ended December 31, 2021, 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 Utilities Corporation.

/s/ Beth W. Cooper
Beth W. Cooper
February 23, 2022

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.

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, 2022

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:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

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 — 17,741,034 shares outstanding as of October 28, 2022.

Table of Contents

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

CARES Act: Coronavirus Aid, Relief, and Economic Security Act

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

Davenport Energy: An entity from whom we acquired certain propane operating assets in North Carolina.

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

Diversified Energy: Diversified Energy Company an entity from whom we acquired certain propane operating assets in North Carolina, South Carolina, Virginia, and Pennsylvania

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

Escambia Meter Station: A natural gas metering station owned by Peninsula Pipeline Company located in Escambia County, Florida

ESG: Environmental, Social and Governance

FASB: Financial Accounting Standards Board

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

Guernsey Power Station: Guernsey Power Station, LLC, a partner with Aspire Energy Express in the construction of a power generation facility in Ohio

GRIP: Gas Reliability Infrastructure Program

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

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 $400.0 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: 2013 Stock and Incentive Compensation Plan

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,	
	2022	2021	2022	2021
(in thousands, except shares and per share data)				
Operating Revenues				
Regulated Energy	$ **90,980**	$ 80,396	$ **311,064**	$ 282,503
Unregulated Energy and other	**40,073**	26,939	**182,339**	127,101
Total Operating Revenues	**131,053**	107,335	**493,403**	409,604
Operating Expenses				
Regulated natural gas and electric costs	**21,248**	15,294	**88,264**	72,785
Unregulated propane and natural gas costs	**22,958**	12,072	**100,236**	55,578
Operations	**40,182**	34,075	**120,981**	109,886
Maintenance	**4,501**	4,267	**13,273**	12,568
Depreciation and amortization	**17,339**	15,798	**51,532**	46,460
Other taxes	**6,177**	5,716	**19,136**	18,039
Total Operating Expenses	**112,405**	87,222	**393,422**	315,316
Operating Income	**18,648**	20,113	**99,981**	94,288
Other income, net	**957**	327	**4,454**	2,155
Interest charges	**6,240**	4,975	**17,404**	15,134
Income Before Income Taxes	**13,365**	15,465	**87,031**	81,309
Income Taxes	**3,703**	2,990	**23,385**	20,555
Net Income	$ **9,662**	$ **12,475**	$ **63,646**	$ **60,754**
Weighted Average Common Shares Outstanding:				
Basic	**17,737,984**	17,582,115	**17,715,845**	17,538,461
Diluted	**17,819,373**	17,659,643	**17,797,001**	17,610,158
Earnings Per Share of Common Stock:				
Basic	$ **0.54**	$ 0.71	$ **3.59**	$ 3.46
Diluted	$ **0.54**	$ 0.71	$ **3.58**	$ 3.45

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

Chesapeake Utilities Corporation and Subsidiaries

Condensed Consolidated Statements of Comprehensive Income (Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	**2022**	**2021**	**2022**	**2021**
Net Income	**$ 9,662**	$ 12,475	**$ 63,646**	$ 60,754
Other Comprehensive Income (Loss), net of tax:				
Employee Benefits, net of tax:				
Amortization of prior service cost, net of tax of $(5), $(5), $(15) and $(15), respectively	**(14)**	(14)	**(42)**	(42)
Net gain, net of tax of $11, $28, $34 and $83, respectively	**32**	78	**95**	234
Cash Flow Hedges, net of tax:				
Unrealized gain (loss) on commodity contract cash flow hedges, net of tax of $(1,111), $688, $(1,115) and $1,945, respectively	**(2,939)**	1,803	**(2,907)**	5,094
Unrealized gain on interest rate swap cash flow hedges, net of tax of $54, $5, $54 and $6, respectively	**153**	14	**153**	18
Total Other Comprehensive Income (Loss), net of tax	**(2,768)**	1,881	**(2,701)**	5,304
Comprehensive Income	**$ 6,894**	$ 14,356	**$ 60,945**	$ 66,058

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

Chesapeake Utilities Corporation and Subsidiaries

Condensed Consolidated Balance Sheets (Unaudited)

Assets *(in thousands, except shares and per share data)*	September 30, 2022	December 31, 2021
Property, Plant and Equipment		
Regulated Energy	$ **1,784,939**	$ 1,720,287
Unregulated Energy	**385,067**	357,259
Other businesses and eliminations	**30,701**	35,418
Total property, plant and equipment	**2,200,707**	2,112,964
Less: Accumulated depreciation and amortization	**(449,026)**	(417,479)
Plus: Construction work in progress	**42,359**	49,393
Net property, plant and equipment	**1,794,040**	1,744,878
Current Assets		
Cash and cash equivalents	**2,480**	4,976
Trade and other receivables	**37,278**	61,623
Less: Allowance for credit losses	**(2,953)**	(3,141)
Trade and other receivables, net	**34,325**	58,482
Accrued revenue	**15,883**	22,513
Propane inventory, at average cost	**8,797**	11,644
Other inventory, at average cost	**11,828**	9,345
Regulatory assets	**45,624**	19,794
Storage gas prepayments	**7,443**	3,691
Income taxes receivable	**18,859**	17,460
Prepaid expenses	**17,823**	17,121
Derivative assets, at fair value	**4,552**	7,076
Other current assets	**1,589**	1,033
Total current assets	**169,203**	173,135
Deferred Charges and Other Assets		
Goodwill	**45,158**	44,708
Other intangible assets, net	**13,751**	13,192
Investments, at fair value	**9,895**	12,095
Operating lease right-of-use assets	**14,916**	10,139
Regulatory assets	**97,283**	104,173
Receivables and other deferred charges	**13,176**	12,549
Total deferred charges and other assets	**194,179**	196,856
Total Assets	$ **2,157,422**	$ 2,114,869

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

Chesapeake Utilities Corporation and Subsidiaries

Condensed Consolidated Balance Sheets (Unaudited)

Capitalization and Liabilities *(in thousands, except shares and per share data)*	**September 30, 2022**	**December 31, 2021**
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 $0.4867 per share (authorized 50,000,000 shares)	**8,634**	8,593
Additional paid-in capital	**378,261**	371,162
Retained earnings	**428,941**	393,072
Accumulated other comprehensive income	**(1,398)**	1,303
Deferred compensation obligation	**7,003**	7,240
Treasury stock	**(7,003)**	(7,240)
Total stockholders' equity	**814,438**	774,130
Long-term debt, net of current maturities	**583,833**	549,903
Total capitalization	**1,398,271**	1,324,033
Current Liabilities		
Current portion of long-term debt	**21,478**	17,962
Short-term borrowing	**167,332**	221,634
Accounts payable	**46,811**	52,628
Customer deposits and refunds	**37,825**	36,488
Accrued interest	**4,898**	2,775
Dividends payable	**9,490**	8,466
Accrued compensation	**10,355**	15,505
Regulatory liabilities	**3,506**	2,312
Derivative liabilities, at fair value	**2,051**	743
Other accrued liabilities	**25,105**	17,920
Total current liabilities	**328,851**	376,433
Deferred Credits and Other Liabilities		
Deferred income taxes	**248,702**	233,550
Regulatory liabilities	**143,645**	142,488
Environmental liabilities	**2,901**	3,538
Other pension and benefit costs	**20,228**	24,120
Operating lease - liabilities	**12,975**	8,571
Deferred investment tax credits and other liabilities	**1,849**	2,136
Total deferred credits and other liabilities	**430,300**	414,403
Environmental and other commitments and contingencies (Notes 6 and 7)		
Total Capitalization and Liabilities	**$ 2,157,422**	$ 2,114,869

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

Chesapeake Utilities Corporation and Subsidiaries

Condensed Consolidated Statements of Cash Flows (Unaudited)

	Nine Months Ended September 30,	
	2022	2021
(in thousands)		
Operating Activities		
Net income	$ 63,646	$ 60,754
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	51,532	46,460
Depreciation and accretion included in other costs	8,280	7,668
Deferred income taxes	16,216	18,059
Realized gain on commodity contracts and sale of assets	(7,247)	(6,255)
Unrealized loss (gain) on investments/commodity contracts	2,358	(949)
Employee benefits and compensation	(780)	(519)
Share-based compensation	4,705	4,620
Changes in assets and liabilities:		
Accounts receivable and accrued revenue	30,692	22,439
Propane inventory, storage gas and other inventory	(3,338)	(4,396)
Regulatory assets/liabilities, net	(27,454)	(6,562)
Prepaid expenses and other current assets	5,528	(6,813)
Accounts payable and other accrued liabilities	(809)	18,325
Income taxes receivable	(1,399)	183
Customer deposits and refunds	1,337	2,480
Accrued compensation	(5,445)	(740)
Other assets and liabilities, net	(1,812)	(1,970)
Net cash provided by operating activities	136,010	152,784
Investing Activities		
Property, plant and equipment expenditures	(98,028)	(148,213)
Proceeds from sale of assets	3,544	727
Acquisitions, net of cash acquired	(2,006)	—
Environmental expenditures	(637)	(590)
Net cash used in investing activities	(97,127)	(148,076)
Financing Activities		
Common stock dividends	(25,867)	(23,287)
Issuance of stock under the Dividend Reinvestment Plan, net of offering fees	4,438	7,069
Tax withholding payments related to net settled stock compensation	(2,838)	(1,478)
Change in cash overdrafts due to outstanding checks	(189)	(508)
Net advances (repayments) under line of credit agreements	(54,289)	16,392
Proceeds from long-term debt, net of offering fees	49,859	9,590
Repayment of long-term debt	(12,493)	(10,099)
Net cash used in financing activities	(41,379)	(2,321)
Net Increase (Decrease) in Cash and Cash Equivalents	(2,496)	2,387
Cash and Cash Equivalents—Beginning of Period	4,976	3,499
Cash and Cash Equivalents—End of Period	$ 2,480	$ 5,886

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

Chesapeake Utilities Corporation and Subsidiaries

Condensed Consolidated Statements of Stockholders' Equity (Unaudited)

	Common Stock [1]							
(in thousands, except shares and per share data)	Number of Shares[2]	Par Value	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income/(Loss)	Deferred Compensation	Treasury Stock	Total
Balance at June 30, 2021	17,567,928	$ 8,550	$ 357,520	$ 374,936	$ 558	$ 7,203	$ (7,203)	$ 741,564
Net income	—	—	—	12,475	—	—	—	12,475
Other comprehensive income	—	—	—	—	1,881	—	—	1,881
Dividend declared ($0.480 per share)	—	—	—	(8,514)	—	—	—	(8,514)
Dividend reinvestment plan	19,906	10	2,441	—	—	—	—	2,451
Share-based compensation and tax benefit [3][4]	—	—	1,105	—	—	—	—	1,105
Treasury stock activities	—	—	—	—	—	(17)	17	—
Balance at September 30, 2021	17,587,834	$ 8,560	$ 361,066	$ 378,897	$ 2,439	$ 7,186	$ (7,186)	$ 750,962
Balance at December 31, 2020	17,461,841	$ 8,499	$ 348,482	$ 342,969	$ (2,865)	$ 5,679	$ (5,679)	$ 697,085
Net income	—	—	—	60,754	—	—	—	60,754
Other comprehensive income	—	—	—	—	5,304	—	—	5,304
Dividends declared ($1.400 per share)	—	—	—	(24,826)	—	—	—	(24,826)
Dividend reinvestment plan	80,022	39	9,247	—	—	—	—	9,286
Share-based compensation and tax benefit [3][4]	45,971	22	3,337	—	—	—	—	3,359
Treasury stock activities	—	—	—	—	—	1,507	(1,507)	—
Balance at September 30, 2021	17,587,834	$ 8,560	$ 361,066	$ 378,897	$ 2,439	$ 7,186	$ (7,186)	$ 750,962
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 [5]	2,939	1	364	—	—	—	—	365
Share-based compensation and tax benefit [3][4]	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 [5]	36,785	18	4,977	—	—	—	—	4,995
Share-based compensation and tax benefit [3][4]	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

(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 107,659, 116,238, 114,016, and 105,087 shares at September 30, 2022, December 31, 2021, September 30, 2021 and December 31, 2020, respectively, held in a Rabbi Trust related to our Non-Qualified Deferred Compensation Plan.

(3) Includes amounts for shares issued for directors' compensation.

(4) The shares issued under the SICP are net of shares withheld for employee taxes. For the nine months ended September 30, 2022 and 2021, we withheld 21,832 and 14,020 shares, respectively, for employee taxes.

(5) Can include shares issued under the Retirement Savings Plan, DRIP and ATM equity issuances.

The accompanying notes are an integral part of these 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, 2021. 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.

Effects of COVID-19

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 beginning in 2020 and to a lesser extent have continued into 2022. Chesapeake Utilities is considered an "essential business," which allowed us to continue operational activities and construction projects while social distancing restrictions were in place. At this time, restrictions have predominantly been lifted as vaccines have become widely available in the United States. Previously existing states of emergency in all of our service territories expired during the second and third quarters of 2021 eliminating a majority of restrictions initially implemented to slow the spread of the virus. The expiration of the states of emergency along with the settlement of our limited proceeding in Florida concluded our ability to defer incremental pandemic related costs for consideration through the applicable regulatory process. We adjusted our operating practices accordingly to ensure the safety of our operations and will take the necessary actions to comply with the CDC, and the Occupational and Safety and Health Administration, as new developments occur.

Refer to Note 5, *Rates and Other Regulatory Activities*, for further information on the regulated assets established as a result of the incremental expenses associated with COVID-19.

FASB Statements and Other Authoritative Pronouncements

Recently Adopted Accounting Standards

Reference Rate Reform - (ASC 848) - In March 2020, the FASB issued ASU 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*, which was subsequently amended by ASU 2021-01. The standard provides relief for companies preparing for the discontinuation of interest rates, such as LIBOR, and allows optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform. The amendments included in this ASU are to be applied prospectively, and are not expected to have a material impact on our financial position or results of operations. Refer to Note 16, Short-Term Borrowings, for further information related to our implementation of this update.

Recent Accounting Standards Yet to be Adopted

There are no new accounting pronouncements that are applicable to us.

2. Calculation of Earnings Per Share

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
(in thousands, except shares and per share data)				
Calculation of Basic Earnings Per Share:				
Net Income	$ **9,662**	$ 12,475	$ **63,646**	$ 60,754
Weighted average shares outstanding	**17,737,984**	17,582,115	**17,715,845**	17,538,461
Basic Earnings Per Share	$ **0.54**	$ 0.71	$ **3.59**	$ 3.46
Calculation of Diluted Earnings Per Share:				
Net Income	$ **9,662**	$ 12,475	$ **63,646**	$ 60,754
Reconciliation of Denominator:				
Weighted shares outstanding—Basic	**17,737,984**	17,582,115	**17,715,845**	17,538,461
Effect of dilutive securities—Share-based compensation	**81,389**	77,528	**81,156**	71,697
Adjusted denominator—Diluted	**17,819,373**	17,659,643	**17,797,001**	17,610,158
Diluted Earnings Per Share	$ **0.54**	$ **0.71**	$ **3.58**	$ **3.45**

3. Acquisitions

Acquisition of Davenport Energy

On June 13, 2022, Sharp acquired the propane operating assets of Davenport Energy's Siler City propane division for approximately $2.0 million. In connection with this acquisition, we recorded a $0.1 million liability which is subject to the seller's adherence to various provisions contained in the purchase agreement through the first anniversary of the transaction closing. Included with the acquisition was less than $0.1 million of working capital from the Seller consisting predominantly of accounts receivable and propane inventory. Through this acquisition, the Company expands its operating footprint further into North Carolina, where customers will be served by Sharp Energy's Diversified Energy division. Sharp added approximately 850 customers, along with expected distribution of approximately 0.4 million gallons of propane annually. We recorded $1.5 million in property plant and equipment, $0.5 million in goodwill, and immaterial amounts associated with customer relationships and non-compete agreements, all of which are deductible for income tax purposes. The amounts recorded in conjunction with the acquisition are preliminary, and subject to adjustment based on contractual provisions and finalization prior to the first anniversary of the transaction closing. The financial results associated with this acquisition will be included within Sharp's Diversified Energy division, primarily as a result of their geographic proximity, as well as other synergies they generate due to their service territory.

Acquisition of Diversified Energy

On December 15, 2021, Sharp acquired the propane operating assets of Diversified Energy for approximately $37.5 million, net of cash acquired. In connection with this acquisition, we recorded a $2.1 million liability which is subject to the seller's adherence to various provisions contained in the purchase agreement through the first anniversary of the transaction closing. Included with the acquisition, was approximately $1.7 million of working capital from the Seller consisting predominantly of accounts receivable and propane inventory. We accounted for this acquisition as a business combination within our Unregulated Energy Segment beginning in the fourth quarter of 2021. In January 2022, we recorded a post-closing true-up of $0.8 million related to the provision for working capital valuation at the time of closing. There were multiple strategic benefits to this acquisition including it: (i) expands our propane service territory into North Carolina and South Carolina (ii) builds upon our existing propane presence in Virginia and Pennsylvania, and (iii) includes an established customer base with opportunities for future growth. Through this acquisition, the Company added approximately 19,000 residential, commercial and agricultural customers, along with expected distribution of approximately 10.0 million gallons of propane annually. In connection with this acquisition, we recorded $23.1 million in property plant and equipment, $6.2 million in intangible assets associated with customer relationships and non-compete agreements and $5.9 million in goodwill, all of which is deductible for income tax purposes. The amounts recorded in conjunction with the acquisition are preliminary, and subject to adjustment based on contractual provisions and finalization prior to the first anniversary of the transaction closing.

These acquisitions generated operating revenue and operating loss of $3.8 million and $0.8 million, respectively, for the three months ended September 30, 2022 . For the nine months ended September 30, 2022, the acquisitions generated operating revenue and operating loss of $18.1 million and $0.2 million, respectively.

Acquisition of Planet Found Energy Development
In October 2022, we acquired Planet Found Energy Development, LLC for $9.5 million. 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 will accelerate 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 this acquisition will be included in our financial results beginning in the fourth quarter of 2022.

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 table displays our revenue by major source based on product and service type for the three months ended September 30, 2022 and 2021:

(in thousands)	Three months ended September 30, 2022 Regulated Energy	Unregulated Energy	Other and Eliminations	Total	Three months ended September 30, 2021 Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution								
Delaware natural gas division	$ 8,741	$ —	$ —	$ 8,741	$ 7,849	$ —	$ —	$ 7,849
Florida natural gas division	9,207	—	—	9,207	8,015	—	—	8,015
FPU electric distribution	25,199	—	—	25,199	23,121	—	—	23,121
FPU natural gas distribution	26,627	—	—	26,627	22,012	—	—	22,012
Maryland natural gas division	2,881	—	—	2,881	2,432	—	—	2,432
Sandpiper natural gas/propane operations	3,893	—	—	3,893	3,553	—	—	3,553
Elkton Gas	1,168	—	—	1,168	915	—	—	915
Total energy distribution	77,716	—	—	77,716	67,897	—	—	67,897
Energy transmission								
Aspire Energy	—	10,022	—	10,022	—	5,255	—	5,255
Aspire Energy Express	373	—	—	373	47	—	—	47
Eastern Shore	18,804	—	—	18,804	18,558	—	—	18,558
Peninsula Pipeline	6,813	—	—	6,813	6,776	—	—	6,776
Total energy transmission	25,990	10,022	—	36,012	25,381	5,255	—	30,636
Energy generation								
Eight Flags	—	7,414	—	7,414	—	4,583	—	4,583
Propane operations								
Propane delivery operations	—	27,923	—	27,923	—	20,680	—	20,680
Compressed Natural Gas Services								
Marlin Gas Services	—	2,642	—	2,642	—	1,678	—	1,678
Other and eliminations								
Eliminations	(12,726)	(87)	(7,886)	(20,699)	(12,882)	(87)	(5,302)	(18,271)
Other	—	—	45	45	—	—	132	132
Total other and eliminations	(12,726)	(87)	(7,841)	(20,654)	(12,882)	(87)	(5,170)	(18,139)
Total operating revenues (1)	$ 90,980	$ 47,914	$ (7,841)	$ 131,053	$ 80,396	$ 32,109	$ (5,170)	$ 107,335

(1) Total operating revenues include other revenue (revenues from sources other than contracts with customers) of $0.1 million for both of our Regulated and Unregulated Energy segments, respectively for all periods presented above. 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.

The following table displays our revenue by major source based on product and service type for the nine months ended September 30, 2022 and 2021:

(in thousands)	Nine Months Ended September 30, 2022 Regulated Energy	Unregulated Energy	Other and Eliminations	Total	Nine Months Ended September 30, 2021 Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Energy distribution								
Delaware natural gas division	$ 56,308	$ —	$ —	$ 56,308	$ 51,188	$ —	$ —	$ 51,188
Florida natural gas division	29,093	—	—	29,093	25,417	—	—	25,417
FPU electric distribution	64,593	—	—	64,593	60,569	—	—	60,569
FPU natural gas distribution	82,463	—	—	82,463	72,032	—	—	72,032
Maryland natural gas division	17,717	—	—	17,717	16,122	—	—	16,122
Sandpiper natural gas/propane operations	15,777	—	—	15,777	15,438	—	—	15,438
Elkton Gas	6,239	—	—	6,239	4,745	—	—	4,745
Total energy distribution	272,190	—	—	272,190	245,511	—	—	245,511
Energy transmission								
Aspire Energy	—	38,866	—	38,866	—	23,738	—	23,738
Aspire Energy Express	1,004	—	—	1,004	140	—	—	140
Eastern Shore	58,000	—	—	58,000	57,147	—	—	57,147
Peninsula Pipeline	20,361	—	—	20,361	19,853	—	—	19,853
Total energy transmission	79,365	38,866	—	118,231	77,140	23,738	—	100,878
Energy generation								
Eight Flags	—	18,868	—	18,868	—	13,086	—	13,086
Propane operations								
Propane delivery operations	—	137,997	—	137,997	—	99,041	—	99,041
Compressed Natural Gas Services								
Marlin Gas Services	—	7,231	—	7,231	—	6,019	—	6,019
Other and eliminations								
Eliminations	(40,491)	(293)	(20,592)	(61,376)	(40,148)	(242)	(14,937)	(55,327)
Other	—	—	262	262	—	—	396	396
Total other and eliminations	(40,491)	(293)	(20,330)	(61,114)	(40,148)	(242)	(14,541)	(54,931)
Total operating revenues [(1)]	$ 311,064	$ 202,669	$ (20,330)	$ 493,403	$ 282,503	$ 141,642	$ (14,541)	$ 409,604

[(1)] Total operating revenues for the nine months ended September 30, 2022, include other revenue (revenues from sources other than contracts with customers) of $0.2 million for Regulated and $0.3 million Unregulated Energy segments, respectively, and $(0.1) million and $0.3 million for our Regulated and Unregulated Energy segments, respectively, for the nine months ended September 30, 2021. 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, 2022 and December 31, 2021 were as follows:

(in thousands)	Trade Receivables	Contract Assets (Current)	Contract Assets (Non-current)	Contract Liabilities (Current)
Balance at 12/31/2021	$ 56,277	$ 18	$ 4,806	$ 747
Balance at 9/30/2022	**36,384**	**18**	**4,700**	**1,139**
Decrease	$ (19,893)	$ —	$ (106)	$ 392

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, 2022 and 2021, we recognized revenue of $0.3 million and $0.2 million, respectively. For the nine months ended September 30, 2022 and 2021, we recognized revenue of $1.0 million and $0.8 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, 2022, are expected to be recognized as follows:

(in thousands)	2022	2023	2024	2025	2026	2027	2028 and thereafter
Eastern Shore and Peninsula Pipeline	$ 10,366	$ 36,011	$ 32,755	$ 26,516	$ 23,071	$ 20,163	$ 159,782
Natural gas distribution operations	1,678	6,285	6,105	5,747	5,516	5,100	33,113
FPU electric distribution	163	652	652	275	275	275	275
Total revenue contracts with remaining performance obligations	$ 12,207	$ 42,948	$ 39,512	$ 32,538	$ 28,862	$ 25,538	$ 193,170

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.

Delaware

See the discussion below under *COVID-19 impact.*

Maryland

Customer Information System Regulatory Asset Petition: 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 set-up and implementation of the Company's 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 business units was filed during the same time frame and has not yet been scheduled on the Florida PSC Agenda. The Delaware Division has previously received approval for this accounting treatment. We have evaluated and selected the CIS with implementation which is anticipated to begin during the first quarter of 2023 and is expected to be completed in the first quarter of 2025.

Ocean City Maryland Reinforcement: In March 2022, we filed a Section 7(f) - Request for Service Area Determination with the FERC regarding plans to extend our natural gas facilities across the Delaware/Maryland state line from Sussex County, Delaware, to Worcester County, Maryland, to provide a secondary feed to Sandpiper Energy. The FERC approved the Section 7(f) request on August 29, 2022. The project will increase the reliability of the existing distribution system in those areas while also expanding infrastructure to serve new customers. Construction has been initiated with estimated completion in late 2022 or early 2023.

Strategic Infrastructure Development and Enhancement ("STRIDE") Plan: In March 2021, Elkton Gas filed a STRIDE plan with the Maryland PSC. The STRIDE plan accelerates Elkton Gas' Aldyl-A pipeline replacement program as costs of the plan are recovered through a fixed charge rider which is effective for five years. Under the Elkton Gas STRIDE plan, the Aldyl-A pipelines will be fully replaced by the end of 2023. In July 2021, Elkton Gas reached a settlement with the Maryland PSC Staff and the Maryland Office of Public Counsel that approved the Elkton Gas STRIDE plan. This plan allows for recovery of the associated revenue requirement through a monthly surcharge, which was implemented effective September 2021. We filed the annual STRIDE plan update with the Maryland PSC on November 1, 2021, which was approved for new rates effective January 1, 2022.

Florida

Wildlight Expansion: In August 2022, Peninsula Pipeline and FPU filed a joint petition with the Florida PSC for approval of the Transportation Service Agreement between the parties associated with the Wildlight Expansion project. The Wildlight Expansion project will further enable us to meet the significant growing demand for service in Yulee, Florida. The Agreement and project have been structured to allow us to build the project alongside the construction and development of the area, and charge the reservation rate as each phase of the project goes into service. The Agreement reflects the construction of pipeline facilities in two separate phases. Phase one will consist 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 are anticipated to be placed in service beginning in the first quarter of 2023, with construction on the overall project continuing through 2025. We anticipate that the Agreement will be included on the November 2022 Florida PSC agenda.

Natural Gas Rate Case: In May 2022, 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") filed a consolidated natural gas rate case with the Florida PSC. In connection with the application, we are seeking approval of the following: (i) interim rate relief of approximately $7.2 million, subject to refund, pending the outcome of the rate case proceeding; (ii) permanent rate relief of approximately $24.1 million, effective January 1, 2023, (iii) a depreciation study also submitted with filing; (iv) 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; (v) authorization to retain the acquisition adjustment recorded at the time of the FPU merger in our revenue requirement; and (vi) 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 interim rates are subject to refund pending the final outcome of the rate case proceeding. The discovery process concluded in early October 2022 and the hearings for the proceeding were held later in the month. Briefs for the proceeding will be due in late November 2022. The outcome of the application is subject to review and approval by the Florida PSC.

Winter Haven Expansion Project: In May 2021, Peninsula Pipeline filed a petition with the Florida PSC for approval of its Transportation Service Agreement with CFG 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 CFG. This additional firm service is supporting new incremental load due to growth, including providing service to a new can manufacturing facility, as well as providing reliability and operational benefits to CFG's existing distribution system in the area. In connection with Peninsula Pipeline's new regulator station, CFG also extended its distribution system to connect to the new station. The Transportation Service Agreement was approved by the Florida PSC in September 2021 and the project was placed in service during the third quarter of 2022.

Beachside Pipeline Extension: In June 2021, Peninsula Pipeline and 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 will construct 11.3 miles of pipeline from its existing pipeline in the Sebastian, Florida area, which will travel east under the Intercoastal Waterway ("ICW") and southward on the barrier island. As required by Peninsula Pipeline's tariff and Florida Statutes, Peninsula Pipeline filed the required company and customer affidavits with the Florida PSC in June 2021. Construction commenced in June 2021 and the expected in-service date is during the first quarter of 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 our Florida natural gas division, 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 will be used to support new incremental load due to growth in the area, including providing service, most immediately, to the residential development, Twin Lakes. The expansion will also improve reliability and provide operational benefits to FPU's existing distribution system in the area, supporting future growth. The petition was approved by the Florida PSC on October 4, 2022. We expect this expansion to be in service by the second 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 related to its SPP. Our Florida electric distribution operation's SPP plan was filed in April 2022, and hearings were held in August 2022. The SPP was approved with modifications by the Florida PSC on October 4, 2022. The SPPCRC was filed in May 2022 with requested rates effective January 1, 2023. The SPPCRC hearing is scheduled for November 2022.

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 existing compressor station in Bridgeville, Sussex County, Delaware. The project will enable Eastern Shore to provide additional firm natural gas transportation service to an existing shipper on Eastern Shore's pipeline system, with a projected in-service date in the fourth quarter of 2023. We are currently awaiting an order from the FERC on this filing.

Capital Cost Surcharge: In June 2021, Eastern Shore submitted a filing with the FERC regarding a capital cost surcharge to recover capital costs associated with two mandated highway relocation projects that required the replacement of existing Eastern Shore facilities. The capital cost surcharge was an approved item in Eastern Shore's last rate case. In conjunction with the filing of this surcharge, pursuant to the settlement agreement, a cumulative adjustment to the existing surcharge to reflect additional depreciation was included in this filing. The FERC issued an order approving the surcharge as filed on July 7, 2021. The combined revised surcharge became effective July 15, 2021.

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 these unprecedented times. 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, 2022 and December 31, 2021, our total COVID-19 regulatory asset balance was $1.5 million and $2.3 million, respectively.

In 2021 and 2022, restrictions were gradually lifted as vaccines became widely available in the United States. The various state of emergencies associated with the COVID-19 pandemic that were previously declared in our service territories have been terminated and we have adjusted our operating practices accordingly to ensure the safety of our operations and will take the necessary actions to comply with the CDC, and the Occupational Safety and Health Administration, as new developments occur.

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, 2022 and December 31, 2021:

	Amount (in thousands)		
Operation and Regulatory Jurisdiction	**September 30, 2022**	**December 31, 2021**	**Status**
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)	$12,469	$12,591	PSC approved amortization of ADIT in January 2019.
Chesapeake Maryland natural gas division (Maryland PSC)	$3,737	$3,840	PSC approved amortization of ADIT in May 2018.
Sandpiper Energy (Maryland PSC)	$3,612	$3,656	PSC approved amortization of ADIT in May 2018.
Chesapeake Florida natural gas division/CFG (Florida PSC)	$7,892	$8,032	PSC issued order authorizing amortization and retention of net ADIT liability by the Company in February 2019.
FPU natural gas (excludes Fort Meade and Indiantown) (Florida PSC)	$19,029	$19,189	Same treatment on a net basis as Chesapeake Florida Gas Division (above).
FPU Fort Meade and Indiantown natural gas divisions (Florida PSC)	$262	$271	Same treatment on a net basis as Chesapeake Florida Gas Division (above).
FPU electric division (Florida PSC)	$5,054	$5,237	In January 2019, PSC issued order approving amortization of ADIT through purchased power cost recovery, storm reserve and rates.
Elkton Gas (Maryland PSC)	$1,066	$1,091	PSC approved amortization of ADIT in March 2018.

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, 2022 and December 31, 2021, we had approximately $4.6 million and $5.2 million, respectively, in environmental liabilities related to the former MGP sites. As of September 30, 2022 and December 31, 2021, we have cumulative regulatory assets of $0.9 million and $1.3 million, respectively, for future recovery of environmental costs for customers. Specific to FPU's four MGP sites in Key West, Pensacola, Sanford and West Palm Beach, FPU has approval to recover, from insurance and through customer rates, up to $14.0 million of its environmental costs related to its MGP sites. As of September 30, 2022 and December 31, 2021, we had recovered approximately $13.2 million and $12.9 million, respectively, leaving approximately $0.8 million and $1.1 million, respectively, in regulatory assets for future recovery of environmental costs from FPU's customers.

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 2023. We expect the costs to clean-up the site to be between $3.3 million to $14.2 million, including any potential costs associated with future redevelopment of the properties.

7. Other Commitments and Contingencies

Natural Gas, Electric and Propane Supply

In March 2020, 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, 2020 and expire in March 2023.

FPU natural gas distribution operations and Eight Flags 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.

Chesapeake Utilities' natural gas division, CFG has 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, 2022, 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, 2022 was $20.0 million. The aggregate amount guaranteed related to our subsidiaries at September 30, 2022 was approximately $12.0 million with the guarantees expiring on various dates through August 9, 2023. In addition, the Board has authorized us to issue specific purpose corporate guarantees. The amount of specific purpose guarantees outstanding at September 30, 2022 was $11.1 million, including a guarantee issued in July 2022 in the amount of $7.1 million associated with the Florida natural gas rate case.

As of September 30, 2022, we have issued letters of credit totaling approximately $5.3 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 30, 2023 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 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 operations, and mobile compressed natural gas delivery and virtual pipeline solutions subsidiary. 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 is 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:

(in thousands)	Three Months Ended September 30, 2022	Three Months Ended September 30, 2021	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021
Operating Revenues, Unaffiliated Customers				
Regulated Energy	$ 90,270	$ 79,892	$ 306,159	$ 280,987
Unregulated Energy	40,783	27,443	187,244	128,617
Total operating revenues, unaffiliated customers	$ 131,053	$ 107,335	$ 493,403	$ 409,604
Intersegment Revenues [1]				
Regulated Energy	$ 710	$ 504	$ 4,905	$ 1,516
Unregulated Energy	7,131	4,666	14,950	13,024
Other businesses	45	132	737	397
Total intersegment revenues	$ 7,886	$ 5,302	$ 20,592	$ 14,937
Operating Income/(Loss)				
Regulated Energy	$ 23,663	$ 23,370	$ 84,202	$ 78,835
Unregulated Energy	(5,056)	(2,952)	15,557	15,624
Other businesses and eliminations	41	(305)	222	(171)
Operating income	18,648	20,113	99,981	94,288
Other income, net	957	327	4,454	2,155
Interest charges	6,240	4,975	17,404	15,134
Income before Income Taxes	13,365	15,465	87,031	81,309
Income Taxes	3,703	2,990	23,385	20,555
Net Income	$ 9,662	$ 12,475	$ 63,646	$ 60,754

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

(in thousands)	September 30, 2022	December 31, 2021
Identifiable Assets		
Regulated Energy segment	$ 1,665,205	$ 1,629,191
Unregulated Energy segment	441,843	439,114
Other businesses and eliminations	50,374	46,564
Total identifiable assets	$ 2,157,422	$ 2,114,869

9. Stockholders' Equity

Common Stock Issuances

In June 2020, we filed a shelf registration statement with the SEC to facilitate the issuance of our common stock from time to time. In August 2020, we filed a prospectus supplement under the shelf registration statement for an ATM equity program under which we may issue and sell shares of our common stock up to an aggregate offering price of $75.0 million.

We maintain an effective shelf registration statement with the SEC for the issuance of shares under our DRIP. 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 2021, we issued just over 0.1 million shares at an average price per share of $125.71 and received net proceeds of $15.2 million under the DRIP. In the first nine months of 2022, we issued less than 0.1 million shares at an average price per share of $136.87 and received net proceeds of $4.4 million under the DRIP.

We used 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 Gain (Loss)

Defined benefit pension and postretirement plan items, unrealized gains (losses) of our propane swap agreements designated as commodity contracts 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 balance of accumulated other comprehensive gain (loss) as of September 30, 2022 and 2021. All amounts in the following tables are presented net of tax.

(in thousands)	Defined Benefit Pension and Postretirement Plan Items	Commodity Contracts Cash Flow Hedges	Interest Rate Swap Cash Flow Hedges	Total
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 current-period other comprehensive income/(loss)	**53**	**(2,907)**	**153**	**(2,701)**
As of September 30, 2022	**$ (3,215)**	**$ 1,664**	**$ 153**	**$ (1,398)**
(in thousands)				
As of December 31, 2020	$ (5,146)	$ 2,309	$ (28)	$ (2,865)
Other comprehensive income before reclassifications	—	8,121	55	8,176
Amounts reclassified from accumulated other comprehensive income/(loss)	192	(3,027)	(37)	(2,872)
Net prior-period other comprehensive income	192	5,094	18	5,304
As of September 30, 2021	$ (4,954)	$ 7,403	$ (10)	$ 2,439

The following table presents amounts reclassified out of accumulated other comprehensive income (loss) for the three and nine months ended September 30, 2022 and 2021. Deferred gains or losses for our commodity contracts and interest rate swap cash flow hedges are recognized in earnings upon settlement.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2022	2021	2022	2021
(in thousands)				
Amortization of defined benefit pension and postretirement plan items:				
Prior service credit [1]	$ 19	$ 19	$ 57	$ 57
Net loss[1]	(43)	(106)	(129)	(317)
Total before income taxes	(24)	(87)	(72)	(260)
Income tax benefit	6	23	19	68
Net of tax	$ (18)	$ (64)	$ (53)	$ (192)
Gains on commodity contracts cash flow hedges:				
Propane swap agreements [2]	$ 102	$ 681	$ 3,162	$ 4,183
Income tax expense	(28)	(188)	(868)	(1,156)
Net of tax	$ 74	$ 493	$ 2,294	$ 3,027
Gains on interest rate swap cash flow hedges:				
Interest rate swap agreements	$ —	$ 24	$ —	$ 50
Income tax expense	—	(6)	—	(13)
Net of tax	$ —	$ 18	$ —	$ 37
Total reclassifications for the period	$ 56	$ 447	$ 2,241	$ 2,872

[1] These amounts are included in the computation of net periodic costs (benefits). See Note 10, *Employee Benefit Plans*, for additional details.
[2] These amounts are included in the effects of gains and losses from derivative instruments. See Note 13, *Derivative Instruments*, for additional details.

Amortization of defined benefit pension and postretirement plan items are included in other expense, net gains and losses on propane swap agreements contracts are included in revenue and unregulated propane and natural gas, 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 benefit is included in income tax expense in the accompanying condensed consolidated statements of income.

10. Employee Benefit Plans

Net periodic benefit costs for our pension and post-retirement benefits plans for the three and nine months ended September 30, 2022 and 2021 are set forth in the following tables:

	Chesapeake Pension Plan		FPU Pension Plan		Chesapeake SERP		Chesapeake Postretirement Plan		FPU Medical Plan	
For the Three Months Ended September 30,	2022	2021	2022	2021	2022	2021	2022	2021	2022	2021
(in thousands)										
Interest cost	$ —	$ 34	$ 449	$ 429	$ 13	$ 12	$ 6	$ 6	$ 6	$ 6
Expected return on plan assets	—	(40)	(857)	(830)	—	—	—	—	—	—
Amortization of prior service credit	—	—	—	—	—	—	(19)	(19)	—	—
Amortization of net (gain) loss	—	60	124	155	7	7	12	10	—	(2)
Total periodic cost (benefit)	$ —	$ 54	$ (284)	$ (246)	$ 20	$ 19	$ (1)	$ (3)	$ 6	$ 4

For the Nine Months Ended September 30,	Chesapeake Pension Plan 2022	Chesapeake Pension Plan 2021	FPU Pension Plan 2022	FPU Pension Plan 2021	Chesapeake SERP 2022	Chesapeake SERP 2021	Chesapeake Postretirement Plan 2022	Chesapeake Postretirement Plan 2021	FPU Medical Plan 2022	FPU Medical Plan 2021
(in thousands)										
Interest cost	$ —	$ 102	$ 1,347	$ 1,287	$ 39	$ 36	$ 18	$ 18	$ 18	$ 18
Expected return on plan assets	—	(120)	(2,571)	(2,490)	—	—	—	—	—	—
Amortization of prior service credit	—	—	—	—	—	—	(57)	(57)	—	—
Amortization of net (gain) loss	—	180	372	465	21	21	36	30	—	(6)
Total periodic cost (benefit)	$ —	$ 162	$ (852)	$ (738)	$ 60	$ 57	$ (3)	$ (9)	$ 18	$ 12

In 2019, we began executing a de-risking strategy for the Chesapeake Pension Plan. In line with this strategy, we fully terminated the Chesapeake Pension Plan during the fourth quarter of 2021, and as of December 31, 2021, there were no remaining assets in the Chesapeake Pension Plan. Accordingly, a portion of the pension settlement expense associated with the termination was allocated to our Regulated Energy operations and was recorded as regulatory assets, previously approved in all of the impacted jurisdictions. The remaining portion of the pension settlement expense totaling $0.6 million was recorded in other expense in our consolidated statement of income in the fourth quarter 2021 which reflected the amount allocated to our Unregulated Energy operations or was deemed not recoverable through the regulatory process.

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.

The following tables present the amounts included in the regulatory asset and accumulated other comprehensive income that were recognized as components of net periodic benefit cost during the three and nine months ended September 30, 2022 and 2021:

For the Three Months Ended September 30, 2022	Chesapeake Pension Plan	FPU Pension Plan	Chesapeake SERP	Chesapeake Postretirement Plan	FPU Medical Plan	Total
(in thousands)						
Prior service credit	$ —	$ —	$ —	$ (19)	$ —	$ (19)
Net loss	—	124	7	12	—	143
Total recognized in net periodic benefit cost	—	124	7	(7)	—	124
Recognized from accumulated other comprehensive (income)/loss [1]	—	24	7	(7)	—	24
Recognized from regulatory asset	—	100	—	—	—	100
Total	$ —	$ 124	$ 7	$ (7)	$ —	$ 124

For the Three Months Ended September 30, 2021 (in thousands)	Chesapeake Pension Plan	FPU Pension Plan	Chesapeake SERP	Chesapeake Postretirement Plan	FPU Medical Plan	Total
Prior service credit	$ —	$ —	$ —	$ (19)	$ —	$ (19)
Net loss	60	155	7	10	(2)	230
Total recognized in net periodic benefit cost	60	155	7	(9)	(2)	211
Recognized from accumulated other comprehensive (income)/loss [1]	60	29	7	(9)	—	87
Recognized from regulatory asset	—	126	—	—	(2)	124
Total	$ 60	$ 155	$ 7	$ (9)	$ (2)	$ 211

For the Nine months ended September 30, 2022 (in thousands)	Chesapeake Pension Plan	FPU Pension Plan	Chesapeake SERP	Chesapeake Postretirement Plan	FPU Medical Plan	Total
Prior service credit	$ —	$ —	$ —	$ (57)	$ —	$ (57)
Net loss	—	372	21	36	—	429
Total recognized in net periodic benefit cost	—	372	21	(21)	—	372
Recognized from accumulated other comprehensive (income)/loss [1]	—	72	21	(21)	—	72
Recognized from regulatory asset	—	300	—	—	—	300
Total	$ —	$ 372	$ 21	$ (21)	$ —	$ 372

For the Nine months ended September 30, 2021 (in thousands)	Chesapeake Pension Plan	FPU Pension Plan	Chesapeake SERP	Chesapeake Postretirement Plan	FPU Medical Plan	Total
Prior service credit	$ —	$ —	$ —	$ (57)	$ —	$ (57)
Net loss	180	465	21	30	(6)	690
Total recognized in net periodic benefit cost	180	465	21	(27)	(6)	633
Recognized from accumulated other comprehensive (income)/loss [1]	180	87	21	(27)	(1)	260
Recognized from regulatory asset	—	378	—	—	(5)	373
Total	$ 180	$ 465	$ 21	$ (27)	$ (6)	$ 633

[1] See Note 9, *Stockholders' Equity*.

During the three and nine months ended September 30, 2022, we contributed $0.1 million to the FPU Pension Plan. We expect to contribute approximately $0.3 million to the FPU Pension Plan during 2022, which represents the minimum annual contribution payments required.

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 the Chesapeake SERP for the three and nine months ended September 30, 2022 were immaterial and $0.1 million, respectively. We expect to pay total cash benefits of approximately $0.2 million under the Chesapeake SERP in 2022. Cash benefits paid under the Chesapeake Postretirement Plan, primarily for medical claims for the three and nine months ended September 30, 2022 were $0.1 million and $0.2 million, respectively. We estimate that approximately $0.2 million will be paid for such benefits under the Chesapeake Postretirement Plan in 2022. Cash benefits paid under the FPU Medical Plan, primarily for medical claims for the three and nine months ended September 30, 2022, were immaterial. We estimate that approximately $0.1 million will be paid for such benefits under the FPU Medical Plan in 2022.

11. Investments

The investment balances at September 30, 2022 and December 31, 2021, consisted of the following:

(in thousands)	September 30, 2022	December 31, 2021
Rabbi trust (associated with the Non-Qualified Deferred Compensation Plan)	$ 9,874	$ 12,069
Investments in equity securities	21	26
Total	$ 9,895	$ 12,095

We classify these investments as trading securities and report them at their fair value. For the three months ended September 30, 2022 and 2021, we recorded a net unrealized loss of $0.4 million and a net unrealized loss of less than $0.1 million, respectively, in other income, net in the condensed consolidated statements of income related to these investments. For the nine months ended September 30, 2022 and 2021, we recorded a net unrealized loss of approximately $2.4 million and a net unrealized gain of approximately $1.0 million, respectively, in other expense, net in the condensed consolidated statements of income related to these investments. For the investment in the Rabbi Trust, we also have recorded an associated liability, which is included in other pension and benefit costs in the consolidated balance sheets and is adjusted each period for the gains and losses incurred by the investments in the Rabbi Trust.

12. Share-Based Compensation

Our non-employee directors and key employees are 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, 2022 and 2021:

	Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	2022	2021	2022	2021
Awards to non-employee directors	$ 252	$ 201	$ 706	$ 581
Awards to key employees	898	1,105	3,999	4,039
Total compensation expense	1,150	1,306	4,705	4,620
Less: tax benefit	(297)	(339)	(1,214)	(1,200)
Share-based compensation amounts included in net income	$ 853	$ 967	$ 3,491	$ 3,420

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. In May 2022, after the most recent election of directors, each of our non-employee directors received an annual retainer of 652 shares of common stock under the SICP for service as a director through the 2023 Annual Meeting of Stockholders; accordingly, 6,520 shares, with a weighted average fair value of $130.36 per share, were issued and vested in 2022.

In July, 2022, we announced the appointment of two new non-employee directors to our current Board. These newly appointed directors were each granted a pro-rated share-based award of 526 shares through the SICP in accordance with the beginning of their service period. The associated expense is being recognized in the same manner utilized for our pre-existing non-employee directors.

At September 30, 2022, 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 2023.

Key Employees

The table below presents the summary of the stock activity for awards to key employees for the nine months ended September 30, 2022:

	Number of Shares	Weighted Average Fair Value
Outstanding—December 31, 2021	197,398	$ 94.15
Granted	67,458	$ 118.85
Vested	(60,850)	$ 90.60
Expired	557	$ 91.42
Outstanding—September 30, 2022	204,563	$ 103.01

During the nine months ended September 30, 2022, we granted awards of 67,458 shares of common stock to key employees under the SICP, including awards granted in February 2022 and to key employees appointed in officer positions. The shares granted are multi-year awards that will vest no later than the three-year service period ending December 31, 2024. 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 2022, 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 February 2022 for the performance period ended December 31, 2021, and paid the balance of such awarded shares to each such executive officer net cash remitted to the appropriate taxing authorities. We withheld 21,832 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 $2.8 million.

At September 30, 2022, the aggregate intrinsic value of the SICP awards granted to key employees was approximately $23.6 million. At September 30, 2022, there was approximately $7.7 million of unrecognized compensation cost related to these awards, which will be recognized through 2024.

Stock Options

There were no stock options outstanding or issued during the nine months ended September 30, 2022 and 2021.

13. 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, 2022, our natural gas and electric distribution operations did not have any outstanding derivative contracts.

Volume of Derivative Activity

As of September 30, 2022, 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	23.5	Cash flows hedges	August 2025
Sharp	Propane (gallons)	Sales	3.8	Cash flows hedges	March 2023

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 2022 through August 2025) 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 flows 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 approximately $1.2 million from accumulated other comprehensive income to earnings during the next 12-month period ended September 30, 2023.

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 the fourth quarter of 2020, we entered into two $30.0 million interest rate swaps with a total notional amount of $60.0 million through September and December 2021 with pricing of 0.205 and 0.20 percent, respectively, for the period associated with our outstanding borrowing under the Revolver. In February 2021, we entered into an additional interest rate swap with a notional amount of $40.0 million through December 2021 with pricing of 0.17 percent. 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 impending 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 current 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 flows hedges. Accordingly, unrealized gains and losses associated with the interest rate swaps are recorded as a component of accumulated other comprehensive income (loss). When the interest rate swaps settle, 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 as follows:

(in thousands)	**Balance Sheet Location**	**September 30, 2022**	**December 31, 2021**
Sharp	Other Accrued Liabilities	$ **1,493**	$ 4,081

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 consolidated balance sheets as of September 30, 2022 and December 31, 2021, are as follows:

	Derivative Assets		
		Fair Value As Of	
(in thousands)	Balance Sheet Location	September 30, 2022	December 31, 2021
Derivatives not designated as hedging instruments			
Propane swap agreements	Derivative assets, at fair value	$ —	$ 16
Derivatives designated as cash flow hedges			
Propane swap agreements	Derivative assets, at fair value	4,175	7,060
Interest rate swap agreements	Derivative assets, at fair value	377	—
Total Derivative Assets		$ 4,552	$ 7,076

	Derivative Liabilities		
		Fair Value As Of	
(in thousands)	Balance Sheet Location	September 30, 2022	December 31, 2021
Derivatives designated as cash flow hedges			
Propane swap agreements	Derivative liabilities, at fair value	$ 1,881	$ 743
Interest rate swap agreements	Derivative liabilities, at fair value	170	—
Total Derivative Liabilities		$ 2,051	$ 743

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

		Amount of Gain (Loss) on Derivatives:			
	Location of Gain	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
(in thousands)	(Loss) on Derivatives	2022	2021	2022	2021
Derivatives not designated as hedging instruments					
Propane swap agreements	Unregulated propane and natural gas costs	$ —	$ —	$ 56	$ —
Derivatives designated as fair value hedges					
Propane put options	Unregulated propane and natural gas costs	—	—	—	(24)
Derivatives designated as cash flow hedges					
Propane swap agreements	Revenues	—	—	(826)	—
Propane swap agreements	Unregulated propane and natural gas costs	102	681	3,932	4,183
Propane swap agreements	Other comprehensive income (loss)	(4,050)	2,491	(4,022)	7,039
Interest rate swap agreements	Interest expense	—	24	—	50
Interest rate swap agreements	Other comprehensive income (loss)	207	19	207	24
Total		$ (3,741)	$ 3,215	$ (653)	$ 11,272

14. 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:

Fair Value Hierarchy	Description of Fair Value Level	Fair Value Technique Utilized
Level 1	Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities	*Investments - equity securities* - The fair values of these trading securities are recorded at fair value based on unadjusted quoted prices in active markets for identical securities. *Investments - mutual funds and other* - 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.
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	*Derivative assets and liabilities* - 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 both significant to the fair value measurement and unobservable (i.e. supported by little or no market activity)	*Investments - guaranteed income fund* - The fair values of these investments are recorded at the contract value, which approximates their fair value.

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, 2022 and December 31, 2021:

		Fair Value Measurements Using:		
As of September 30, 2022	**Fair Value**	**Quoted Prices in Active Markets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
(in thousands)				
Assets:				
Investments—equity securities	$ 21	$ 21	$ —	$ —
Investments—guaranteed income fund	1,846	—	—	1,846
Investments—mutual funds and other	8,028	8,028	—	—
Total investments	9,895	8,049	—	1,846
Derivative assets	4,552	—	4,552	—
Total assets	$ 14,447	$ 8,049	$ 4,552	$ 1,846
Liabilities:				
Derivative liabilities	$ 2,051	$ —	$ 2,051	$ —

As of December 31, 2021 *(in thousands)*	Fair Value	Fair Value Measurements Using: Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Investments—equity securities	$ 26	$ 26	$ —	$ —
Investments—guaranteed income fund	2,036	—	—	2,036
Investments—mutual funds and other	10,033	10,033	—	—
Total investments	12,095	10,059	—	2,036
Derivative assets	7,076	—	7,076	—
Total assets	$ 19,171	$ 10,059	$ 7,076	$ 2,036
Liabilities:				
Derivative liabilities	$ 743	$ —	$ 743	$ —

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, 2022 and 2021:

(in thousands)	Nine months ended September 30, 2022	2021
Beginning Balance	$ **2,036**	$ 2,156
Purchases and adjustments	**133**	77
Transfers	**—**	—
Distribution	**(347)**	(241)
Investment income	**24**	24
Ending Balance	$ **1,846**	$ 2,016

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

At September 30, 2022, 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 3 measurement).

At September 30, 2022, long-term debt, which includes current maturities but excludes debt issuance costs, had a carrying value of approximately $606.3 million, compared to the estimated fair value of $504.9 million. At December 31, 2021, long-term debt, which includes the current maturities but excludes debt issuance costs, had a carrying value of approximately $568.8 million, compared to a fair value of approximately $597.2 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 3 measurement.

15. Long-Term Debt

Our outstanding long-term debt is shown below:

(in thousands)	September 30, 2022	December 31, 2021
Uncollateralized senior notes:		
5.93% note, due October 31, 2023	$ **4,500**	$ 6,000
5.68% note, due June 30, 2026	**11,600**	14,500
6.43% note, due May 2, 2028	**4,200**	4,900
3.73% note, due December 16, 2028	**14,000**	14,000
3.88% note, due May 15, 2029	**35,000**	40,000
3.25% note, due April 30, 2032	**68,250**	70,000
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**	—
Equipment security note		
2.46% note, due September 24, 2031	**8,734**	9,378
Less: debt issuance costs	**(973)**	(913)
Total long-term debt	**605,311**	567,865
Less: current maturities	**(21,478)**	(17,962)
Total long-term debt, net of current maturities	$ **583,833**	$ 549,903

Note Purchase Agreements

On March 15, 2022 we issued 2.95 percent Senior Notes due March 15, 2042 to MetLife in the aggregate principal amount of $50.0 million. We used the proceeds received from the issuances of the Senior Notes to reduce short-term borrowings under the Revolver 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 eleventh year after the issuance.

On September 28, 2022, we agreed to issue and Prudential agreed to purchase 5.43 percent Senior Notes due March 14, 2038 in the aggregate principal amount of $80.0 million. We expect to issue the Notes on or before March 14, 2023. We anticipate using the proceeds received from the issuance of the Notes to reduce short-term borrowings under our revolving credit facility and to fund capital expenditures.

Equipment Security Note

On September 24, 2021, we entered into an Equipment Financing Agreement with Banc of America Leasing & Capital, LLC to issue $9.6 million in sustainable financing to finance the purchase of equipment by our subsidiary, Marlin Gas Services. The equipment security note bears a 2.46 percent interest rate and has a term of ten years. Under the terms of the agreement, we granted a security interest in the equipment to the lender, to serve as collateral.

Shelf Agreements

We have entered into Shelf Agreements with Prudential and MetLife, whom are under no obligation to purchase any unsecured debt. The following table summarizes our Shelf Agreements at September 30, 2022:

(in thousands)	Total Borrowing Capacity	Less: Amount of Debt Issued	Less: Unfunded Commitments	Remaining Borrowing Capacity
Shelf Agreement				
Prudential Shelf Agreement [1] [2]	$ 370,000	$ (220,000)	$ (80,000)	$ 70,000
MetLife Shelf Agreement [1]	150,000	(50,000)	—	100,000
Total Shelf Agreements as of September 30, 2022	$ 520,000	$ (270,000)	$ (80,000)	$ 170,000

[1] The Prudential and MetLife Shelf Agreements expire in April 2023 and May 2023, respectively.
[2] Unfunded commitments of $80.0 million reflects Senior Notes expected to be issued on or before March 14, 2023.

The Uncollateralized Senior Notes, Shelf Agreements or Shelf 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.

16. Short-Term Borrowings

We are authorized by our Board of Directors to borrow up to $400.0 million of short-term debt, as required. At September 30, 2022 and December 31, 2021, we had $167.3 million and $221.6 million, respectively, of short-term borrowings outstanding at a weighted average interest rate of 4.13 percent and 0.83 percent, respectively. Included in the September 30, 2022 balance, is $50.0 million in short-term debt for which we have entered into an interest rate swap agreement.

In August 2021, we amended and restated our Revolver into a multi-tranche facility totaling $400.0 million with multiple participating lenders. The two tranches of the Revolver consist of a $200.0 million 364-day short-term debt tranche and a $200.0 million five-year tranche, both of which have three (3) one-year extension options, which can be authorized by our Chief Financial Officer. We are eligible to establish the repayment term for individual borrowings under the five year tranche of the Revolver and to the extent that an individual loan under the Revolver exceeded 12 months, the outstanding balance would be classified as a component of long-term debt.

In August 2022, we amended both tranches of the Revolver, which now bear interest using SOFR as the benchmark interest rate, plus a 10-basis point SOFR adjustment, in lieu of LIBOR which is being retired by financial institutions. In addition, the 364-day tranche was extended for the upcoming year, expiring in August 2023. Furthermore, the previous covenant capping the aggregate investments at $150.0 million where we maintain a less than 50 percent ownership interest has been eliminated and the 364 day tranche of the facility now offers a reduced interest margin similar to the five-year tranche for amounts borrowed in connection to certain sustainable investments. All other terms and conditions remained unchanged.

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, 2022, we are in compliance with this covenant.

The 364-day tranche of the Revolver expires in August 2023 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, 2022, the pricing under the 364-day tranche of the Revolver does not include an unused commitment fee and maintains an interest rate of 70 basis points over SOFR plus a 10 basis point SOFR adjustment. As of September 30, 2022, 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 total available credit under the Revolver at September 30, 2022 was $227.4 million. As of September 30, 2022, we had issued $5.3 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 the fourth quarter of 2020, we entered into two $30.0 million interest rate swaps with a notional amount of $60.0 million through September and December 2021 at a price of 0.205 and 0.20 over LIBOR, respectively. In February 2021, we entered into an additional interest rate swap with a notional amount of $40.0 million through December 2021 with a price of 0.17 over LIBOR. In the third quarter of 2022, we entered into an interest rate swap with a notional amount of $50.0 million through September 30, 2025 at a price of 3.98 percent.

17. 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. Additionally, we lease a pipeline to deliver natural gas to an industrial customer in Polk County, Florida. 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, 2022, 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, 2022, 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 consolidated statements of income:

		Three Months Ended September 30,		Nine Months Ended September 30,	
(in thousands)	**Classification**	**2022**	**2021**	**2022**	**2021**
Operating lease cost [1]	Operations expense	**$743**	$515	**$2,121**	$1,553

[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, 2022 and December 31, 2021:

(in thousands)	**Balance sheet classification**	**September 30, 2022**	**December 31, 2021**
Assets			
Operating lease assets	Operating lease right-of-use assets	$ **14,916**	$ 10,139
Liabilities			
Current			
Operating lease liabilities	Other accrued liabilities	$ **2,526**	$ 1,996
Noncurrent			
Operating lease liabilities	Operating lease - liabilities	**12,975**	8,571
Total lease liabilities		$ **15,501**	$ 10,567

The following table presents our weighted-average remaining lease terms and weighted-average discount rates for our operating and financing leases at September 30, 2022 and December 31, 2021:

	September 30, 2022	December 31, 2021
Weighted-average remaining lease term (*in years*)		
Operating leases	**8.44**	8.10
Weighted-average discount rate		
Operating leases	**3.4 %**	3.6 %

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, 2022 and 2021:

	Nine Months Ended September 30,	
(in thousands)	2022	2021
Operating cash flows from operating leases	$ **2,124**	$ 1,399

The following table presents the future undiscounted maturities of our operating and financing leases at September 30, 2022 and for each of the next five years and thereafter:

(in thousands)	Operating Leases [(1)]
Remainder of 2022	$ **830**
2023	**2,820**
2024	**2,540**
2025	**2,155**
2026	**1,678**
2027	**1,523**
Thereafter	**5,994**
Total lease payments	**17,540**
Less: Interest	**(2,039)**
Present value of lease liabilities	$ **15,501**

(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, 2021, 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 2021 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 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 post-retirement 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 the outbreak of 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.

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.

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

The following discussions and those later in the document on operating income and segment results include the use of the term Adjusted Gross Margin which is a non-GAAP measure throughout our discussion on operating results. Adjusted Gross Margin is 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. Adjusted Gross Margin should not be considered an alternative to Gross Margin under U.S. GAAP which is defined as the excess of sales over cost of goods sold. We believe that Adjusted Gross Margin, although a non-GAAP measure, is useful and meaningful to investors as a basis for making investment decisions. It provides investors with information that demonstrates the profitability achieved by us under our allowed rates for regulated energy operations and under our competitive pricing structures for our unregulated energy operations. Our management uses Adjusted Gross Margin as one of the financial measures in assessing our business units' performance. Other companies may calculate Adjusted Gross Margin in a different manner.

The below tables reconcile Gross Margin as defined under GAAP to our non-GAAP measure of Adjusted Gross Margin for the three and nine months ended September 30, 2022 and 2021:

(in thousands)	For the Three Months Ended September 30, 2022			
	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**

(in thousands)	For the Three Months Ended September 30, 2021			
	Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Operating Revenues	$ **80,396**	$ **32,110**	$ **(5,171)**	$ **107,335**
Cost of Sales:				
Natural gas, propane and electric costs	(15,294)	(17,213)	5,141	(27,366)
Depreciation & amortization	(12,296)	(3,491)	(11)	(15,798)
Operations & maintenance expense [1]	(8,124)	(5,733)	240	(13,617)
Gross Margin (GAAP)	**44,682**	**5,673**	**199**	**50,554**
Operations & maintenance expense [1]	8,124	5,733	(240)	13,617
Depreciation & amortization	12,296	3,491	11	15,798
Adjusted Gross Margin (Non-GAAP)	$ **65,102**	$ **14,897**	$ **(30)**	$ **79,969**

(in thousands)	For the Nine Months Ended September 30, 2022			
	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**

(in thousands)	For the Nine Months Ended September 30, 2021 Regulated Energy	Unregulated Energy	Other and Eliminations	Total
Operating Revenues	$ **282,503**	$ **141,642**	$ **(14,541)**	$ **409,604**
Cost of Sales:				
Natural gas, propane and electric costs	(72,785)	(70,017)	14,437	(128,365)
Depreciation & amortization	(36,156)	(10,271)	(33)	(46,460)
Operations & maintenance expense [(1)]	(24,708)	(17,851)	525	(42,034)
Gross Margin (GAAP)	**148,854**	**43,503**	**388**	**192,745**
Operations & maintenance expense [(1)]	24,708	17,851	(525)	42,034
Depreciation & amortization	36,156	10,271	33	46,460
Adjusted Gross Margin (Non-GAAP)	$ **209,718**	$ **71,625**	$ **(104)**	$ **281,239**

[(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.

2022 to 2021 Gross Margin (GAAP) Variance – Regulated Energy

Gross Margin (GAAP) for the Regulated Energy segment for the quarter ended September 30, 2022 was $47.3 million, an increase of $2.6 million, or 5.7 percent, compared to the same period in 2021. Higher gross margin reflects continued pipeline expansions by Eastern Shore, Peninsula Pipeline, and Aspire Energy Express through contributions from the new Guernsey pipeline, contributions from regulated infrastructure programs, organic growth in the natural gas distribution businesses, increased customer consumption and interim rates associated with the Florida natural gas base rate proceeding. These increases were partially offset by higher depreciation and amortization related to recent capital investments and higher facilities, maintenance and outside services costs.

Gross Margin (GAAP) for the Regulated Energy segment for the nine months ended September 30, 2022 was $157.6 million, an increase of $8.8 million, or 5.9 percent, compared to the same period in 2021. Higher gross margin reflects continued pipeline expansions by Eastern Shore, Peninsula Pipeline, and Aspire Energy Express through contributions from the new Guernsey pipeline, contributions from regulated infrastructure programs, organic growth in the natural gas distribution businesses, increased customer consumption and interim rates associated with the Florida natural gas base rate proceeding. These increases were partially offset by higher depreciation and amortization related to recent capital investments as well as, increased vehicle expenses largely due to higher fuel costs.

2022 to 2021 Gross Margin (GAAP) Variance – Unregulated Energy

Gross Margin (GAAP) for the Unregulated Energy segment for the quarter ended September 30, 2022 was $5.4 million, comparable to the same period in 2021. Primary drivers of gross margin were increased propane margins per gallon and service fees, increased demand for our CNG, RNG and LNG services and improved performance in our other unregulated businesses. This gross margin was partially offset by higher depreciation, amortization and property taxes related to recent capital investments and acquisitions, increased payroll, benefits and employee related expenses and higher vehicle expenses largely driven by increased fuel costs.

Gross Margin (GAAP) for the Unregulated Energy segment for the nine months ended September 30, 2022 was $48.7 million, an increase of $5.2 million, or 12.0 percent, compared to the same period in 2021. Higher gross margin is a result of contributions from the propane acquisitions completed in 2021 and 2022, increased propane margins per gallon and service fees, along with increased demand for CNG, RNG and LNG services and higher rates for Aspire Energy. These increases were partially offset by higher depreciation, amortization and property taxes related to recent capital investments and acquisitions, increased payroll, benefits and employee related costs and higher vehicle expenses largely driven by increased fuel costs.

Results of Operations for the Three and Nine Months Ended September 30, 2022

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.

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 beginning in 2020 and persisted throughout 2021, though to a lesser extent. Chesapeake Utilities is considered an "essential business," which allowed us to continue operational activities and construction projects while social distancing restrictions were in place.

As of September 30, 2022, these restrictions have predominantly been lifted as vaccines have become widely available in the United States. Previously existing states of emergency in all of our service territories expired during the second and third quarters of 2021, eliminating a majority of restrictions initially implemented to slow the spread of the virus. The expiration of the states of emergency along with the settlement of our limited proceeding in Florida, has concluded our ability to defer incremental pandemic related costs for consideration through the applicable regulatory process. We have adjusted our operating practices accordingly to ensure the safety of our operations and will take the necessary actions to comply with the CDC, and the Occupational Safety and Health Administration, as new developments occur.

Environmental, Social and Governance Initiatives

ESG initiatives are at the core of our well-established culture, guiding our strategy and informing our ongoing business decisions. In February 2022, Chesapeake Utilities published its inaugural sustainability report. In the report, we outline our ESG commitments:

- Chesapeake Utilities will be a leader in the transition to a lower carbon future.
- We will continue to promote a diverse and inclusive workplace and further the sustainability of the communities we serve.
- Our businesses will be operated 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 our company and the relationships we have with our stakeholders. We encourage our investors to review the report and welcome feedback as we continue to enhance our ESG disclosures.

Some of our most recent ESG advancements include the following:

Environmental:
- We recently acquired approximately 90,000 gallons of biopropane (bioLPG) to fuel its fleet of AutoGas vehicles. Through the use of this bioLPG, we will supply more than of one-third of the propane used in our fleet vehicles with this cleaner propane source.
- Our affiliate Marlin Compression and the Port Fuel Center were recognized for their collaboration in constructing a high-capacity CNG truck and tube trailer fueling station, which opened in March in Port Wentworth, Georgia. Located along the I-95 corridor near the Port of Savannah, the CNG fueling station is one of the largest public access CNG stations on the East Coast, and features a dedicated lane for filling transport trailers. It also serves as a staging area for Marlin Gas Services to fill CNG transport trailers for its virtual pipeline services, which include the transport of compressed renewable natural gas.

Social:
- We recently donated $0.1 million to multiple charitable organizations in Florida providing assistance to those who were impacted by Hurricane Ian. Chesapeake Utilities partnered with the American Red Cross, Volunteer Florida, Feeding Florida, and Florida Farm Bureau. With wind speeds reaching 150mph, Hurricane Ian was one of the strongest and most devastating hurricanes to hit Florida.

- For the third consecutive year, two of our subsidiaries have been recognized with Stars of Delaware awards by the Delaware State News. Chesapeake Utilities, our natural gas distribution system on the Delmarva Peninsula, was honored as the Best Company with Over 50 People and Best Energy Provider, and Sharp Energy, our propane distribution subsidiary, again received the award for Best Propane Company.
- We recently unveiled "CPK Wellness," a free, digital service provided to all employees which includes key resources for building and sustaining healthy physical, mental and financial habits. Our wellness strategy incorporates social events, wellness sessions, tools and other resources to better the lives of our colleagues both in and outside the workplace.

Governance:

- As part of the Board's ongoing succession planning, Stephanie N. Gary and Sheree M. Petrone were appointed to serve as members of the Board of Directors of Chesapeake Utilities Corporation, effective July 22, 2022.
- We were named Best for Corporate Governance in the United States by World News Media Ltd.'s World Finance, an international publication.
- Our 2021 Annual Report and inaugural Sustainability Report were recognized in the 2022 MerComm International Annual Reports Competition (ARC) Awards, the world's largest competition honoring excellence in reports.

Earlier this year, we established our Environmental Sustainability Office ("ESO") and ESG Committee ("ESGC"). The ESO was established to identify and manage emission-reducing projects both internally, as well as those that support our customers' sustainability goals. The ESGC brings together a cross-functional team of leaders across the organization responsible for identifying, assessing, executing and advancing the Company's strategic ESG initiatives.

Operational Highlights

Our net income for the three months ended September 30, 2022 was $9.7 million, or $0.54 per share, compared to $12.5 million, or $0.71 per share, for the same quarter of 2021. Operating income for the third quarter of 2022 was $18.6 million, a decrease of $1.5 million compared to the same period in 2021. The third quarter of 2021 included a $2.1 million reduction in other operating expenses resulting from regulatory deferral of certain costs associated with the COVID-19 pandemic. Absent this benefit, operating income increased $0.6 million or 3.1 percent. Performance in the third quarter of 2022 was generated primarily from continued pipeline expansion projects, increased demand for CNG, RNG and LNG services, incremental contributions associated with regulated infrastructure programs, organic growth in our natural gas distribution businesses, interim rates associated with our Florida natural gas base rate proceeding and increased propane margins per gallon and fees. We recorded higher depreciation, amortization and property taxes related to recent capital investments and higher operating expenses associated primarily with growth initiatives. We continued to manage our operating expense increases, given ongoing interest and other inflationary expense increases. Rising interest rates also increased interest expense compared to the prior year on both our short-term and long-term borrowings.

	Three Months Ended September 30,		Increase
	2022	**2021**	**(decrease)**
(in thousands except per share)			
Adjusted Gross Margin			
Regulated Energy segment	**$ 69,732**	$ 65,102	$ 4,630
Unregulated Energy segment	**17,146**	14,897	2,249
Other businesses and eliminations	**(30)**	(30)	—
Total Adjusted Gross Margin	**$ 86,848**	$ 79,969	$ 6,879
Operating Income			
Regulated Energy segment	**$ 23,663**	$ 23,370	$ 293
Unregulated Energy segment	**(5,056)**	(2,952)	(2,104)
Other businesses and eliminations	**41**	(305)	346
Total Operating Income	**18,648**	20,113	(1,465)
Other income, net	**957**	327	630
Interest charges	**6,240**	4,975	1,265
Income from Before Income Taxes	**13,365**	15,465	(2,100)
Income Taxes	**3,703**	2,990	713
Net Income	**$ 9,662**	$ 12,475	$ (2,813)
Basic Earnings Per Share of Common Stock	**$ 0.54**	$ 0.71	$ (0.17)
Diluted Earnings Per Share of Common Stock	**$ 0.54**	$ 0.71	$ (0.17)

Key variances between the third quarter of 2022 and 2021, included:

(in thousands, except per share data)	Pre-tax Income	Net Income	Earnings Per Share
Third Quarter of 2021 Reported Results	$ **15,465**	$ **12,475**	$ 0.71
Adjusting for Unusual Items:			
Interest income from Federal Income Tax refund	628	454	0.03
Absence of CARES Act items recognized during the third quarter of 2021	—	(922)	(0.05)
Absence of regulatory deferral of COVID-19 expenses per PSCs orders	(2,080)	(1,504)	(0.08)
	(1,452)	(1,972)	(0.10)
Increased (Decreased) Adjusted Gross Margins:			
Contributions from acquisitions*	1,562	1,129	0.06
Natural gas transmission service expansions*	1,202	869	0.05
Increased margins related to demand for CNG/RNG/LNG services*	1,215	879	0.05
Contributions from regulated infrastructure programs *	820	593	0.03
Natural gas growth including conversions (excluding service expansions)	775	560	0.03
Increased customer consumption - Inclusive of weather	539	390	0.02
Interim rates associated with the Florida natural gas base rate proceeding*	521	377	0.02
Contributions from rates associated with recovery of pandemic related costs	261	188	0.01
Increased propane margins and fees	206	149	0.01
	7,101	5,134	0.28
(Increased) Decreased Operating Expenses (Excluding Natural Gas, Propane, and Electric Costs):			
Operating expenses from recent acquisitions	(2,377)	(1,719)	(0.10)
Depreciation, amortization and property taxes	(1,673)	(1,209)	(0.07)
Facilities expenses, maintenance costs and outside services	(1,420)	(1,026)	(0.06)
Increased vehicle expenses largely due to higher fuel costs	(284)	(205)	(0.01)
Payroll, benefits and other employee-related expenses	(197)	(143)	(0.01)
	(5,951)	(4,302)	(0.25)
Interest charges	(1,266)	(915)	(0.05)
Net other changes	(532)	(758)	(0.04)
Change in shares outstanding due to 2021 and 2022 equity offerings	—	—	(0.01)
	(1,798)	(1,673)	(0.10)
Third Quarter of 2022 Reported Results	$ **13,365**	$ **9,662**	$ **0.54**

***See the Major Projects and Initiatives table.**

Our net income for the nine months ended September 30, 2022 was $63.6 million, or $3.58 per share, compared to $60.8 million, or $3.45 per share, for the same period of 2021. Operating income during the first nine months of 2022 was $100.0 million, an increase of $5.7 million, or 6.0 percent, compared to the same period in 2021. Operating income through the first nine months of 2021 included a $2.5 million reduction in other operating expenses resulting from regulatory deferral of certain costs associated with the COVID-19 pandemic. Absent this benefit, operating income increased $8.2 million, or 8.7 percent. Higher performance in the first nine months of 2022 was generated from acquisitions completed in 2021, continued pipeline expansion projects, organic growth in our natural gas distribution businesses, incremental contributions associated with regulated infrastructure programs, greater demand for CNG, RNG and LNG services, increased propane margins per gallon and fees and improved performance in our other unregulated businesses. We recorded higher depreciation, amortization and property taxes related to recent capital investments and operating expenses associated primarily with growth initiatives, as well as increased vehicle expenses due to higher fuel costs. We continued to manage our operating expense increases, given ongoing interest and other inflationary expense increases. Rising interest rates also increased interest expense compared to the prior year on both our short-term and long-term borrowings.

	Nine Months Ended September 30, 2022	Nine Months Ended September 30, 2021	Increase (decrease)
(in thousands except per share)			
Adjusted Gross Margin			
Regulated Energy segment	**$ 222,800**	$ 209,718	$ 13,082
Unregulated Energy segment	**82,193**	71,625	10,568
Other businesses and eliminations	**(92)**	(104)	12
Total Adjusted Gross Margin	**$ 304,901**	$ 281,239	$ 23,662
Operating Income			
Regulated Energy segment	**$ 84,202**	$ 78,835	$ 5,367
Unregulated Energy segment	**15,557**	15,624	(67)
Other businesses and eliminations	**222**	(171)	393
Total Operating Income	**99,981**	94,288	5,693
Other income, net	**4,454**	2,155	2,299
Interest charges	**17,404**	15,134	2,270
Income from Before Income Taxes	**87,031**	81,309	5,722
Income Taxes	**23,385**	20,555	2,830
Net Income	**$ 63,646**	$ 60,754	$ 2,892
Basic Earnings Per Share of Common Stock	**$ 3.59**	$ 3.46	$ 0.13
Diluted Earnings Per Share of Common Stock	**$ 3.58**	$ 3.45	$ 0.13

Key variances between the nine months ended September 30, 2022 and September 30, 2021, included:

(in thousands, except per share data)	Pre-tax Income	Net Income	Earnings Per Share
Nine Months Ended September 30, 2021 Reported Results	**$ 81,309**	**$ 60,754**	**$ 3.45**
Adjusting for Unusual Items:			
Gain from sales of assets	1,902	1,391	0.08
Interest income from Federal Income Tax refund	628	459	0.03
Absence of CARES Act items recognized during the third quarter of 2021	—	(922)	(0.05)
Absence of deferral of COVID-19 expenses per PSCs orders	(2,545)	(1,861)	(0.10)
	(15)	(933)	(0.04)
Increased (Decreased) Adjusted Gross Margins:			
Contributions from acquisitions*	7,444	5,442	0.31
Natural gas transmission service expansions*	3,720	2,719	0.15
Natural gas growth including conversions (excluding service expansions)	2,907	2,125	0.12
Contributions from regulated infrastructure programs *	2,824	2,064	0.12
Increased margins related to demand for CNG/RNG/LNG services*	2,090	1,528	0.09
Increased propane margins and fees	2,029	1,483	0.08
Higher operating results from Aspire Energy	1,000	731	0.04
Increased customer consumption - Inclusive of weather	877	641	0.04
Contribution from rates associated with recovery of pandemic related costs	780	570	0.03
Interim rates associated with the Florida natural gas base rate proceeding*	521	381	0.02
	24,192	17,684	1.00
(Increased) Decreased Operating Expenses (Excluding Natural Gas, Propane, and Electric Costs):			
Operating expenses from recent acquisitions	(7,085)	(5,179)	(0.29)
Depreciation, amortization and property tax costs	(5,109)	(3,735)	(0.21)
Facilities expenses, maintenance costs and outside services	(1,370)	(1,002)	(0.06)
Increased vehicle expenses largely due to higher fuel costs	(946)	(692)	(0.04)
Payroll, benefits and other employee-related expenses	(701)	(512)	(0.03)
	(15,211)	(11,120)	(0.63)
Interest charges	(2,270)	(1,659)	(0.09)
Net other changes	(974)	(1,080)	(0.07)
Change in shares outstanding due to 2021 and 2022 equity offerings	—	—	(0.04)
	(3,244)	(2,739)	(0.20)
Nine Months Ended September 30, 2022 Reported Results	**$ 87,031**	**$ 63,646**	**$ 3.58**

***See the Major Projects and Initiatives table.**

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, and to further grow our businesses and earnings, with the intention to increase shareholder value. The following table includes the major projects/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. In the future, we will add new projects and initiatives to this table once negotiations or details are substantially final and the associated earnings can be estimated.

	Adjusted Gross Margin						
	Three Months Ended September 30,		Nine Months Ended September 30,		Year Ended December 31,	Estimate for Fiscal	
in thousands	2022	2021	2022	2021	2021	2022	2023
Pipeline Expansions:							
Western Palm Beach County, Florida Expansion [1]	$ **1,307**	$ 1,175	$ **3,922**	$ 3,515	$ 4,729	$ 5,227	$ 5,227
Del-Mar Energy Pathway [1] [2]	**1,729**	1,049	**5,179**	2,854	4,584	6,980	6,980
Guernsey Power Station	**373**	47	**1,004**	141	187	1,380	1,486
Southern Expansion	**—**	—	**—**	—	—	—	586
Winter Haven Expansion	**64**	—	**125**	—	—	260	576
Beachside Pipeline Expansion	**—**	—	**—**	—	—	—	1,825
North Ocean City Connector	**—**	—	**—**	—	—	—	400
St. Cloud / Twin Lakes Expansion	**—**	—	**—**	—	—	—	414
Total Pipeline Expansions	**3,473**	2,271	**10,230**	6,510	9,500	13,847	17,494
CNG/RNG/LNG Transportation and Infrastructure	**2,813**	1,598	**7,473**	5,383	7,566	9,500	10,500
Acquisitions:							
Propane Acquisitions	**1,562**	—	**7,028**	—	603	11,300	12,000
Escambia Meter Station	**250**	250	**749**	333	583	1,000	1,000
Total Acquisitions	**1,812**	250	**7,777**	333	1,186	12,300	13,000
Regulatory Initiatives:							
Florida GRIP	**5,022**	4,306	**14,824**	12,543	16,995	19,858	20,154
Capital Cost Surcharge Programs	**489**	433	**1,503**	690	1,199	2,018	1,936
Elkton Gas STRIDE Plan	**62**	—	**202**	—	26	241	354
Florida Rate Case Proceeding	**521**	—	**521**	—	—	TBD	TBD
Total Regulatory Initiatives	**6,094**	4,739	**17,050**	13,233	18,220	22,117	22,444
Total	$ **14,192**	$ 8,858	$ **42,530**	$ 25,459	$ 36,472	$ 57,764	$ 63,438

[1] Includes adjusted gross margin generated from interim services.
[2] Includes adjusted gross margin from natural gas distribution services.

Detailed Discussion of Major Projects and Initiatives

Pipeline Expansions

West Palm Beach County, Florida Expansion

Peninsula Pipeline constructed four transmission lines to bring additional natural gas to our distribution system in West Palm Beach, Florida. The first phase of this project was placed into service in December 2018 with multiple phases placed into service leading up to the project's final completion in the fourth quarter of 2021. The project generated incremental adjusted gross margin for the three and nine months ended September 30, 2022 of $0.1 million and $0.4 million, respectively, compared to 2021. We estimate that the project will generate annual adjusted gross margin of $5.2 million in 2022 and beyond.

Del-Mar Energy Pathway
In December 2019, the FERC issued an order approving the construction of the Del-Mar Energy Pathway project. The project was placed into service in the fourth quarter of 2021. The new facilities: (i) added 14,300 Dts/d of firm service to four customers, (ii) provide additional natural gas transmission pipeline infrastructure in eastern Sussex County, Delaware, and (iii) represent the first extension of Eastern Shore's pipeline system into Somerset County, Maryland. The project generated additional adjusted gross margin for the three and nine months ended September 30, 2022 of $0.7 million and $2.3 million, respectively. The estimated annual adjusted gross margin from this project, including natural gas distribution service in Somerset County, Maryland, is approximately $7.0 million in 2022 and beyond subject to further increase as the distribution system continues to build out the area.

Guernsey Power Station
Guernsey Power Station and the Company's affiliate, Aspire Energy Express, entered into a precedent agreement for firm transportation capacity whereby Guernsey Power Station will construct a power generation facility and Aspire Energy Express will provide 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. This project added $0.3 million and $0.9 million of adjusted gross margin for the three and nine months ended September 30, 2022, respectively, and is expected to produce adjusted gross margin of approximately $1.4 million in 2022 and $1.5 million in 2023 and beyond.

Southern Expansion
Pending FERC authorization, Eastern Shore plans to install 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 is currently estimated to go into service in the fourth quarter of 2023. Eastern Shore expects the Southern Expansion project to generate annual adjusted gross margin of $0.6 million in 2023 and increase to an annual adjusted gross margin of $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 CFG 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 CFG. This additional firm service is supporting 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 CFG's existing distribution system in the area. In connection with Peninsula Pipeline's new regulator station, CFG also extended its distribution system to connect to the new station. This expansion was placed in service in the third quarter of 2022 and expects to generate adjusted gross margin of $0.3 million in 2022 once complete and $0.6 million in 2023 and thereafter.

Beachside Pipeline Expansion
In June 2021, Peninsula Pipeline and 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 will construct 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 is underway and is expected to be complete in the second quarter of 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 plan to install approximately 5.7 miles of pipeline across southern Sussex County, Delaware to Fenwick Island, Delaware and Worcester County, Maryland. The project will produce additional capacity to serve new customers and reinforce our existing system in Ocean City, Maryland. We expect this expansion to generate additional annual adjusted gross margin of $0.4 million in 2023 and beyond, 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 will construct a pipeline extension and regulator station for FPU. The extension will be used to support new incremental load due to growth in the area, including providing service, most immediately, to the residential development, Twin Lakes. The expansion will also improve reliability and provide operational benefits to FPU's existing distribution system in the area,

supporting future growth. We expect this expansion to be in service in the second quarter of 2023 and generate adjusted gross margin of $0.4 million in 2023 and $0.6 million thereafter.

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. In 2020, Atlanta Gas Light announced that Chesapeake Utilities constructed and maintains the station and ensures access to CNG and RNG for the many customers expected to fuel at the station.

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. Accordingly, given the overlapping role of Marlin in many of these projects, we have combined our transportation services and infrastructure related adjusted gross margin discussion into one section.

For the three and nine months ended September 30, 2022, the Company generated $1.2 million and $2.0 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. The Company estimates annual adjusted gross margin of approximately $9.5 million in 2022, and $10.5 million in 2023 for these transportation related services, with potential for additional growth in future years.

Discussed below are some of the recently completed projects as well as a sample of the growth projects in which we are currently involved. As new projects are solidified, we will provide additional detail on those projects at that time.

Planet Found Development
In late October 2022, we consummated the acquisition of Planet Found Energy Development. 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 plays a major role in converting digestate into a nutrient-rich soil conditioner, which is distributed to bulk and retail markets under the brand Element Soil. The transaction will accelerate our efforts in converting poultry waste to renewable, sustainable energy while simultaneously improving the local environments in our service territories. The expertise, technologies and know-how can be leveraged for various scale projects across our geographic footprint.

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.

Bioenergy DevCo
In June 2020, our Delmarva natural gas operations and Bioenergy DevCo ("BDC"), a developer of anaerobic digestion facilities that create renewable energy and healthy soil products from organic material, entered into an agreement related to a project to extract RNG from poultry production waste. BDC and our affiliates are collaborating on this project in addition to several other project sites where organic waste can be converted into a carbon-negative energy source.

The RNG source created from the organic waste from the BDC facility will be transported to an Eastern Shore interconnection, where the sustainable fuel will be introduced into our transmission system and ultimately distributed to our natural gas customers.

CleanBay Project
In July 2020, our Delmarva natural gas operations and CleanBay Renewables Inc. ("CleanBay") announced a new partnership to bring RNG to our operations. As part of this partnership, we will transport the RNG produced at CleanBay's planned

Westover, Maryland bio-refinery, to our natural gas infrastructure in the Delmarva Peninsula region. Eastern Shore and Marlin Gas Services, will transport the RNG from CleanBay to our Delmarva natural gas distribution system where it is ultimately delivered to the Delmarva natural gas distribution end use customers.

Acquisitions

Propane Acquisitions

On December 15, 2021, Sharp Energy acquired the propane operating assets of Diversified Energy for approximately $37.5 million net of cash acquired. There were multiple strategic benefits to this acquisition including it: (i) expanded the Company's propane territory into North Carolina and South Carolina while also expanding our existing footprint in Pennsylvania and Virginia, and (ii) included an established customer base with opportunities for future growth. Through this acquisition, the Company added approximately 19,000 residential, commercial and agricultural customers, along with distribution of approximately 10.0 million gallons of propane annually.

On June 13, 2022, Sharp acquired the propane operating assets of Davenport Energy's Siler City propane division for approximately $2.0 million. Through this acquisition, the Company expands its operating footprint further into North Carolina, where customers will be served by Sharp Energy's Diversified Energy division. The acquisition adds approximately 850 customers and distribution of approximately 406,000 gallons of propane annually to Sharp Energy's territory. The financial results of this acquisition are included in Sharp Energy's Diversified Energy division given geographic proximity and other synergies within the service territory.

For the three and nine months ended September 30, 2022, these acquisitions contributed $1.6 million and $7.0 million, respectively, in adjusted gross margin and are expected to generate $11.3 million of additional adjusted gross margin in 2022 and $12.0 million in 2023.

Escambia Meter Station

In June 2021, Peninsula Pipeline purchased the Escambia Meter Station from Florida Power and Light and entered into a Transportation Service Agreement with Gulf Power Company to provide up to 530,000 Dts/d of firm service from an interconnect with FGT to Florida Power & Light's Crist Lateral pipeline. The Florida Power & Light Crist Lateral provides gas supply to their natural gas fired power plant owned by Florida Power & Light in Pensacola, Florida. We generated $0.4 million in additional adjusted gross margin in the first nine months of 2022 and we estimate that this acquisition will generate adjusted gross margin of approximately $1.0 million in 2022 and beyond.

Regulatory Initiatives

Florida GRIP

Florida GRIP is a natural gas pipe replacement program approved by the Florida PSC that allows automatic recovery, through rates, of costs associated with the replacement of mains and services. Since the program's inception in August 2012, the Company has invested $201.4 million of capital expenditures to replace 351 miles of qualifying distribution mains, including $11.9 million of new pipes during the first nine months of 2022. GRIP generated additional gross margin of $0.7 million and $2.3 million, respectively, for the three and nine months ended September 30, 2022 compared to 2021. We are currently projecting to complete this program in 2022 and expect to generate adjusted gross margin of $19.9 million and $20.2 million in 2022 and 2023, respectively. The adjusted gross margin on GRIP investments will continue to be generated as we have included the investments, and the associated expenses, in the base rate proceeding that was filed in May 2022.

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, 2022, there was $0.1 million and $0.8 million, respectively, of incremental adjusted gross margin generated pursuant to the program. Eastern Shore expects to produce adjusted gross margin of approximately $2.0 million in 2022 and $1.9 million in 2023 from relocation projects, which is ultimately dependent upon the timing of filings and the completion of construction.

Elkton Gas STRIDE Plan

In June 2021, we reached a settlement with the Maryland PSC Staff and the Maryland Office of the Peoples Counsel regarding a five-year plan to replace Aldyl-A pipelines and recover the associated costs of those replacements through a fixed charge rider.The STRIDE plan went into service in September 2021 and is expected to generate $0.2 million of adjusted gross margin in 2022 and $0.4 million annually thereafter.

Florida Natural Gas Base Rate Proceeding
In May 2022, 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") filed a consolidated natural gas rate case with the Florida PSC. In connection with the application, the Company is seeking approval of the following: (i) interim rate relief of approximately $7.2 million on an annualized basis, subject to refund, pending the outcome of the rate case proceeding; (ii) a permanent rate relief of approximately $24.1 million, effective January 1, 2023, (iii) a depreciation study also submitted with filing; (iv) 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; (v) authorization to retain acquisition adjustment in the revenue requirement; and (vi) authorization to establish an environmental remediation surcharge for the purposes of addressing future expected remediation costs for manufactured gas plant 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 interim rates are subject to refund pending the final outcome of the rate case proceeding. The discovery process concluded in early October 2022 and the hearings for the proceeding were held later in the month. The outcome of the application is subject to review and approval by the Florida PSC.

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. In November 2020, the Office of Public Counsel filed a protest to the order approving the establishment of this regulatory asset treatment. The Company's Florida regulated business units reached a settlement with the Florida OPC in June 2021. The settlement allowed 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 recover 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 annual additional adjusted gross margin of $1.0 million that will be offset by a corresponding amortization of regulatory asset expense for both 2022 and 2023.

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 SPP plan was filed in April 2022, and hearings were held in August 2022. The SPP was approved with modifications by the Florida PSC on October 4, 2022. The SPPCRC was filed in May 2022 with requested rates effective January 1, 2023. The SPPCRC hearing is scheduled for November 2022.

Other Major Factors Influencing Adjusted Gross Margin

Weather Impact
Weather was not a significant factor during the third quarter of 2022. For the nine-month period, weather conditions accounted for $0.2 million of decreased gross margin compared to the same period in 2021. Assuming normal temperatures, as detailed below, gross margin would have been higher by $1.3 million. 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, 2022 and 2021.

	Three Months Ended September 30,			Nine Months Ended September 30,		
	2022	2021	Variance	2022	2021	Variance
Delmarva Peninsula						
Actual HDD	**28**	9	19	**2,603**	2,595	8
10-Year Average HDD ("Normal")	**43**	47	(4)	**2,710**	2,736	(26)
Variance from Normal	**(15)**	(38)		**(107)**	(141)	
Florida						
Actual HDD	**1**	1	—	**535**	573	(38)
10-Year Average HDD ("Normal")	**1**	1	—	**543**	550	(7)
Variance from Normal	**—**	—		**(8)**	23	
Ohio						
Actual HDD	**84**	41	43	**3,614**	3,489	125
10-Year Average HDD ("Normal")	**72**	78	(6)	**3,614**	3,660	(46)
Variance from Normal	**12**	(37)		**—**	(171)	
Florida						
Actual CDD	**1,303**	1,330	(27)	**2,486**	2,340	146
10-Year Average CDD ("Normal")	**1,393**	1,402	(9)	**2,535**	2,563	(28)
Variance from Normal	**(90)**	(72)		**(49)**	(223)	

Natural Gas Distribution Adjusted Gross Margin Growth

Customer growth for our natural gas distribution operations, as a result of the addition of new customers and the conversion of customers from alternative fuel sources to natural gas service, generated $0.8 million and $2.9 million of additional adjusted gross margin for the three and nine months ended September 30, 2022. The average number of residential customers served on the Delmarva Peninsula increased by 5.8 percent and 5.6 percent for the three and nine months ended September 30, 2022, while Florida customers increased by 4.4 percent and 4.2 percent for the three and nine month periods. A larger percentage of the adjusted gross margin growth was generated from residential growth given the expansion of natural gas into new housing communities and conversions to natural gas as our distribution infrastructure continues to build out. We anticipate continued customer growth, as new communities continue to build out due to population growth and additional infrastructure is added to support the growth. The details for the three and nine months ended September 30, 2022 are provided in the following table:

	Three Months Ended September 30, 2022		Nine Months Ended September 30, 2022	
(in thousands)	Delmarva Peninsula	Florida	Delmarva Peninsula	Florida
Customer Growth:				
Residential	$ 252	$ 207	$ 1,508	$ 701
Commercial and industrial	268	48	427	271
Total Customer Growth	$ 520	$ 255	$ 1,935	$ 972

Regulated Energy Segment

For the quarter ended September 30, 2022, compared to the quarter ended September 30, 2021:

	Three Months Ended September 30,		Increase
(in thousands)	2022	2021	(decrease)
Revenue	$ 90,980	$ 80,396	$ 10,584
Regulated natural gas and electric costs	21,248	15,294	5,954
Adjusted gross margin [1]	69,732	65,102	4,630
Operations & maintenance	27,668	24,645	3,023
Depreciation & amortization	13,271	12,296	975
Other taxes	5,130	4,791	339
Total operating expenses	46,069	41,732	4,337
Operating income	$ 23,663	$ 23,370	$ 293

[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 income for the Regulated Energy segment for the third quarter of 2022 was $23.7 million, an increase of $0.3 million, or 1.3 percent, over the same period in 2021.The third quarter of 2021 included a $2.1 million reduction in other operating expenses resulting from regulatory deferral of certain costs associated with the COVID-19 pandemic. Absent this benefit, operating income increased $2.4 million, or 10.2 percent. Higher operating income reflects continued pipeline expansions by Eastern Shore, Peninsula Pipeline and Aspire Energy Express, incremental contributions from regulated infrastructure programs, organic growth in our natural gas distribution businesses, increased customer consumption and interim rates associated with the Florida natural gas base rate proceeding. After considering the benefits of regulatory asset accounting in 2021, operating expenses increased by $2.3 million compared to the prior year quarter primarily due to a higher level of depreciation, amortization and property taxes, facilities, maintenance and outside services costs and increased vehicle expense resulting from higher fuel costs. The increase was partially offset by a lower level of payroll and benefits expenses.

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

(in thousands)	
Natural gas transmission service expansions	$ 1,202
Contributions from regulated infrastructure programs	820
Natural gas growth including conversions (excluding service expansions)	775
Changes in customer consumption	640
Interim rates associated with the Florida natural gas base rate proceeding	521
Contributions from rates associated with recovery of pandemic related costs	260
Other variances	412
Quarter-over-quarter increase in adjusted gross margin	**$ 4,630**

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

Natural Gas Transmission Service Expansions
We generated increased adjusted gross margin of $1.2 million for the three months ended September 30, 2022 from natural gas transmission service expansions including, Peninsula Pipeline's Western Palm Beach County project, Eastern Shore's Del-Mar Energy Pathway project and Aspire Energy Express' Guernsey pipeline expansion.

Contributions from Regulated Infrastructure Programs
Contributions from regulated infrastructure programs generated incremental adjusted gross margin of $0.8 million in the third quarter of 2022. The increase in adjusted gross margin was primarily related to continued investment in the Florida GRIP, Eastern Shore's capital surcharge program and the Elkton Gas STRIDE Plan. 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 $0.8 million from natural gas customer growth. Adjusted gross margin increased by $0.3 million in Florida and $0.5 million on the Delmarva Peninsula for the three months ended September 30,

2022, as compared to the same period in 2021, due primarily to residential customer growth of 4.4 percent and 5.8 percent in Florida and on the Delmarva Peninsula, respectively.

Changes in Customer Consumption

Increased customer consumption contributed additional adjusted gross margin of $0.6 million in the third quarter of 2022.

Interim Rates Associated with the Florida Natural Gas Base Rate Proceeding

In August 2022, the Florida PSC approved interim rates starting in September 2022. These interim rates contributed additional adjusted gross margin of $0.5 million. Please refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Contributions from Rates Associated with Recovery of Pandemic Related Costs

In July 2021, the Florida PSC approved an order that allowed us to establish a regulatory asset to recover incremental expenses we incurred due to COVID-19 resulting in additional adjusted gross margin of $0.3 million for the quarter.

Operating Expenses

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

(in thousands)		
Absence of regulatory deferral of COVID-19 expenses per PSCs orders	$	2,080
Depreciation, amortization and property taxes		1,431
Facilities expenses, maintenance costs and outside services		1,145
Payroll, benefits and other employee related costs		(735)
Other variances		416
Quarter-over-quarter increase in operating expenses	**$**	**4,337**

For the nine months ended September 30, 2022, compared to the nine months ended September 30, 2021:

		Nine Months Ended September 30,				
(in thousands)		**2022**		**2021**		**Increase (decrease)**
Revenue	$	**311,064**	$	282,503	$	28,561
Regulated natural gas and electric costs		**88,264**		72,785		15,479
Adjusted gross margin [(1)]		**222,800**		209,718		13,082
Operations & maintenance		**83,288**		79,738		3,550
Depreciation & amortization		**39,496**		36,156		3,340
Other taxes		**15,814**		14,989		825
Total operating expenses		**138,598**		130,883		7,715
Operating income	$	**84,202**	$	78,835	$	5,367

[(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 income for the Regulated Energy segment for the nine months ended September 30, 2022 was $84.2 million, an increase of $5.4 million, or 6.8 percent, over the same period in 2021. Operating income through the first nine months of 2021 included a $2.5 million reduction in other operating expenses resulting from regulatory deferral of certain costs associated with the COVID-19 pandemic. Absent this benefit, operating income increased $7.9 million, or 10.0 percent. Higher operating income reflects continued pipeline expansions by Eastern Shore, Peninsula Pipeline and Aspire Energy Express, organic growth in our natural gas distribution businesses, incremental contributions from regulated infrastructure programs, increased customer consumption, interim rates associated with the Florida natural gas base rate proceeding, cost recovery associated with pandemic related costs, and operating results from the Escambia Meter Station acquisition completed in 2021. After considering the benefits of regulatory asset accounting in 2021, operating expenses increased by $5.2 million compared to the prior year primarily due to a higher level of depreciation and amortization, property taxes, facilities, maintenance costs, outside services and vehicle expenses largely due to higher fuel costs.

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

(in thousands)		
Natural gas transmission service expansions	$	3,720
Natural gas growth including conversions (excluding service expansions)		2,907
Contributions from regulated infrastructure programs		2,824
Changes in customer consumption		1,089
Contributions from rates associated with recovery of pandemic related costs		780
Interim rates associated with the Florida natural gas base rate proceeding		521
Escambia Meter Station acquisition		416
Other variances		825
Period-over-period increase in adjusted gross margin	**$**	**13,082**

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

Natural Gas Transmission Service Expansions
We generated increased adjusted gross margin of $3.7 million for the nine months ended September 30, 2022 from natural gas transmission service expansions including, Peninsula Pipeline's Western Palm Beach County project, Eastern Shore's Del-Mar Energy Pathway project and the Guernsey pipeline expansion.

Natural Gas Distribution Customer Growth
We generated additional adjusted gross margin of $2.9 million from natural gas customer growth. Adjusted gross margin increased by $1.0 million in Florida and $1.9 million on the Delmarva Peninsula for the nine months ended September 30, 2022, as compared to the same period in 2021, due primarily to residential customer growth of 4.2 percent and 5.6 percent in Florida and on the Delmarva Peninsula, respectively.

Contributions from Regulated Infrastructure Programs
Contributions from regulated infrastructure programs generated incremental adjusted gross margin of $2.8 million for the nine months ended September 30, 2022. The increase in adjusted gross margin was primarily related to continued investment in the Florida GRIP, Eastern Shore's capital surcharge program and the Elkton Gas STRIDE Plan. Refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Changes in Customer Consumption
Increased customer consumption contributed additional adjusted gross margin of $1.1 million for the nine months ended September 30, 2022.

Contributions from Rates Associated with Recovery of Pandemic Related Costs
In July 2021, the Florida PSC approved an order that allowed us to establish a regulatory asset to recover incremental expenses we incurred due to COVID resulting in additional adjusted gross margin of $0.8 million for the nine months ended September 30, 2022.

Interim Rates Associated with the Florida Natural Gas Base Rate Proceeding
In August 2022, the Florida PSC approved interim rates starting in September 2022. These interim rates contributed additional adjusted gross margin of $0.5 million. Please refer to Note 5, *Rates and Other Regulatory Activities*, in the condensed consolidated financial statements for additional information.

Acquisitions
Adjusted gross margin increased by $0.4 million due to the acquisition of the Escambia Meter Station which was consummated in June 2021.

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

(in thousands)		
Depreciation, amortization and property taxes	$	4,408
Absence of deferral of COVID-19 expenses per PSCs orders		2,545
Facilities expenses, maintenance costs and outside services		1,122
Increased vehicle expenses largely due to higher fuel costs		348
Other variances		(708)
Period-over-period increase in operating expenses	**$**	**7,715**

Unregulated Energy Segment

For the quarter ended September 30, 2022, compared to the quarter ended September 30, 2021:

	Three Months Ended September 30,		Increase
(in thousands)	**2022**	**2021**	**(decrease)**
Revenue	$ **47,914**	$ 32,110	$ 15,804
Unregulated propane and natural gas costs	**30,768**	17,213	13,555
Adjusted gross margin [(1)]	**17,146**	14,897	2,249
Operations & maintenance	**17,089**	13,451	3,638
Depreciation & amortization	**4,071**	3,491	580
Other taxes	**1,042**	907	135
Total operating expenses	**22,202**	17,849	4,353
Operating Income (loss)	**$ (5,056)**	$ (2,952)	$ (2,104)

[(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 2022 decreased by $2.1 million compared to the same period in 2021. The operating results for this segment typically are impacted by seasonal variances, with the first and fourth quarters generating a significantly larger portion of adjusted gross margin as a result of colder temperatures generally contributing to higher customer demand. 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. This seasonality impact on second and third quarters has grown with the acquisition of Diversified Energy in late 2021.

Performance in the Unregulated Energy segment during the third quarter was driven by incremental adjusted gross margin from Diversified Energy, increased demand for CNG, RNG and LNG services and expanded propane margins including higher service fees. Additionally, we experienced increased operating expenses associated with the acquisition of Diversified Energy as well as increased costs for facilities, maintenance, and outside services, higher payroll, benefits and employee related expenses driven by competition in the current labor market, depreciation, amortization and property taxes and increased vehicle expenses largely due to rising fuel costs.

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

(in thousands)	
Propane Operations	
Propane acquisitions completed in 2022 and 2021	$ 1,562
Increased propane margins and service fees	206
CNG/RNG/LNG Transportation and Infrastructure	
Increased demand for CNG/RNG/LNG Services	1,215
Aspire Energy	
Decreased customer consumption - primarily weather related	(183)
Decreased margins - rate changes and natural gas liquid processing	(131)
Other variances	(420)
Quarter-over-quarter increase in adjusted gross margin	**$ 2,249**

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

Propane Operations

- *Recent propane acquisitions* - Adjusted gross margin increased by $1.6 million due to recent propane acquisitions completed in 2021 and 2022.

- *Increased Retail Propane Margins and Service Fees* - Adjusted gross margin increased by $0.2 million for the three months ended September 30, 2022, mainly due to increased customer service fees.

CNG/RNG/LNG Transportation and Infrastructure

- *Increased demand for CNG/RNG/LNG services* - Adjusted gross margin increased by $1.2 million during the third quarter as compared to the same period in the prior year due to higher demand for CNG hold services and contributions from an Aspire RNG project .

Aspire Energy

- *Decreased Customer Consumption* - Adjusted gross margin decreased by $0.2 million due to lower demand.
- *Decreased Margins* - Adjusted gross margin decreased by $0.1 million during the third quarter of 2022 over the same period in 2021, including rate changes and reductions from natural gas liquid processing.

Operating Expenses

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

(in thousands)		
Operating expenses associated with recent propane acquisitions	$	2,377
Increased facilities expenses, maintenance costs and outside services		594
Increased payroll, benefits and other employee-related expenses		432
Increased depreciation, amortization and property tax costs		268
Increased vehicle expenses largely due to higher fuel costs		213
Other variances		469
Quarter-over-quarter increase in operating expenses	**$**	**4,353**

Diversified Energy's operating results reflected lower adjusted gross margins during the third quarter of 2022 which is in line with the seasonality typically experienced during the second and third quarters by our legacy propane distribution businesses.

For the nine months ended September 30, 2022, compared to the nine months ended September 30, 2021:

	Nine Months Ended September 30,				Increase
		2022		**2021**	**(decrease)**
(in thousands)					
Revenue	$	**202,669**	$	141,642	$ 61,027
Unregulated propane and natural gas costs		**120,476**		70,017	50,459
Adjusted gross margin [(1)]		**82,193**		71,625	10,568
Operations & maintenance		**51,301**		42,713	8,588
Depreciation & amortization		**12,025**		10,271	1,754
Other taxes		**3,310**		3,017	293
Total operating expenses		**66,636**		56,001	10,635
Operating Income	**$**	**15,557**	$	15,624	$ (67)

(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, 2022 were comparable to the same period in 2021.

Operating results during the first nine months of 2022 were driven by contributions from the acquisition of Diversified Energy, increased propane margins including higher service fees, increased demand for CNG, RNG and LNG services and margin improvement from Aspire Energy. These increases were partially offset by reduced consumption in our propane operations. Additionally, we experienced increased operating expenses associated with the acquisition of Diversified Energy, including costs to integrate the business in Sharp's operating practices, as well as increased payroll, benefits and employee related expenses, depreciation, amortization and property taxes, increased vehicle expenses largely due to rising fuel costs and increased costs for facilities, maintenance and outside services.

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

(in thousands)		
Propane Operations		
Propane acquisitions completed in 2022 and 2021	$	7,028
Increased propane margins and service fees		2,029
Decreased customer consumption due to conversion of customers to our natural gas system		(530)
Decreased customer consumption - intra-quarter weather volatility		(495)
CNG/RNG/LNG Transportation and Infrastructure		
Increased demand for CNG/RNG/LNG services		2,090
Aspire Energy		
Increased margins - rate changes and natural gas liquid processing		1,000
Increased customer consumption - primarily weather related		282
Other variances		(836)
Period-over-period increase in adjusted gross margin	**$**	**10,568**

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

Propane Operations

- *Recent propane acquisitions* - Adjusted gross margin increased by $7.0 million due to the acquisition of Diversified Energy, which was acquired by Sharp in December 2021.
- *Increased Retail Propane Margins and Service Fees* - Adjusted gross margin increased by $2.0 million for the nine months ended September 30, 2022, mainly due to increased customer service fees. Propane margins also increased due to gains 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.
- *Decreased customer consumption due to conversion of customers to natural gas* - Adjusted gross margin decreased by $0.5 million as more customers converted from propane to natural gas.
- *Decreased Customer Consumption due to weather* - Adjusted gross margin decreased by $0.5 million due to reduced customer consumption during the first quarter of 2022 compared to the same period in 2021 due to intra-quarter weather volatility.

CNG/RNG/LNG Transportation and Infrastructure

- *Increased demand for CNG services* - Adjusted gross margin increased by $2.1 million for the nine months ended September 30, 2022 as compared to the same period in the prior year due to higher demand for CNG hold services for Marlin and contributions from an Aspire RNG project.

Aspire Energy

- *Increased Margins* - Adjusted gross margin increased by $1.0 million during the first nine months of 2022 over the same period in 2021, including rate changes and improvements from natural gas liquid processing.
- *Increased Customer Consumption Primarily Weather Related* - Adjusted gross margin increased by $0.3 million due to higher consumption of gas as weather in Ohio was approximately 4 percent colder for the nine months ended September 30, 2022 over the same period in 2021.

Operating Expenses

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

(in thousands)		
Operating expenses associated with recent propane acquisitions	$	7,085
Increased payroll, benefits and other employee-related expenses		1,253
Increased depreciation, amortization and property tax costs		743
Increased vehicle expenses largely due to higher fuel costs		598
Increased facilities expenses, maintenance costs and outside services		584
Other variances		372
Period-over-period increase in operating expenses	**$**	**10,635**

OTHER INCOME, NET

For the quarter ended September 30, 2022 compared to the quarter ended September 30, 2021

Other income, 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, increased by $0.6 million in the third quarter of 2022, compared to the same period in 2021. The increase was primarily due to interest income received in connection to a Federal Income Tax refund.

For the nine months ended September 30, 2022 compared to the nine months ended September 30, 2021

Other income, 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, increased by $2.3 million in the nine months of 2022, compared to the same period in 2021. The increase was primarily due to gains recognized on the sale of assets and interest income received in connection to a Federal Income Tax refund.

INTEREST CHARGES

For the quarter ended September 30, 2022 compared to the quarter ended September 30, 2021

Interest charges for the three months ended September 30, 2022 increased by $1.3 million, compared to the same period in 2021, attributable primarily to an increase of $0.8 million in higher interest rates on outstanding borrowings under our Revolver and $0.4 million in interest expense as a result of a long-term debt placement in 2022. During the third quarter of 2022, the interest rate associated with our Revolver increased by 1.47 percent as a result of the Federal Reserve raising interest rates. Any additional increases in interest rates by the Federal Reserve would have a corresponding increase in the interest rates charged under our Revolver.

For the nine months ended September 30, 2022 compared to the nine months ended September 30, 2021

Interest charges for the nine months ended September 30, 2022 increased by $2.3 million, compared to the same period in 2021, attributable primarily to an increase of $1.0 million in interest expense as a result of a long-term debt placement in 2022, $0.7 million in higher interest rates on outstanding borrowings under our Revolver, $0.2 million due to lower capitalized interest associated with growth projects, $0.2 million of an amortization credit/increase in interest expense associated with a regulatory liability that was established in connection with the Hurricane Michael regulatory proceeding settlement in 2020, and $0.1 million related to amounts assessed by state and local taxing authorities. During the first nine months of 2022, the interest rate associated with our Revolver increased by 3.03 percent as a result of the Federal Reserve raising interest rates. Any additional increases in interest rates by the Federal Reserve would have a corresponding increase in the interest rates charged under our Revolver.

INCOME TAXES

For the quarter ended September 30, 2022 compared to the quarter ended September 30, 2021

Income tax expense was $3.7 million for the quarter ended September 30, 2022, compared to $3.0 million for the quarter ended September 30, 2021. Our effective income tax rate was 27.7 percent and 19.3 percent, for the three months ended September 30, 2022 and 2021, respectively.

For the nine months ended September 30, 2022 compared to the nine months ended September 30, 2021

Income tax expense was $23.4 million for the nine months ended September 30, 2022, compared to $20.6 million for the nine months ended September 30, 2021. Our effective income tax rate was 26.9 percent and 25.3 percent, for the nine months ended September 30, 2022 and 2021, respectively.

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 statement with the SEC for the issuance of shares of common stock in various types of equity offerings, including shares of common stock under our ATM equity program, as well as an effective registration statement with respect to the DRIP. 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 and/or under the ATM equity program.

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 $95.5 million for the nine months ended September 30, 2022. In the table below, we have provided an updated range of our forecasted capital expenditures for 2022:

	2022	
(dollars in thousands)	**Low**	**High**
Regulated Energy:		
Natural gas distribution	$ 72,000	$ 81,000
Natural gas transmission	32,000	36,000
Electric distribution	7,000	12,000
Total Regulated Energy	111,000	129,000
Unregulated Energy:		
Propane distribution	10,000	14,000
Energy transmission	7,000	10,000
Other unregulated energy	10,000	18,000
Total Unregulated Energy	27,000	42,000
Other:		
Corporate and other businesses	2,000	4,000
Total Other	2,000	4,000
Total 2022 Forecasted Capital Expenditures	**$ 140,000**	**$ 175,000**

The 2022 forecast, excluding acquisitions, includes capital expenditures associated with the following: Pipeline expansions related to the Eastern Shore Southern Expansion project and the Florida Beachside Pipeline as well as amounts for the expansion into Somerset County, Maryland. Furthermore, the 2022 forecast includes continued expenditures under the Florida GRIP, the capital cost surcharge program and the Elkton Gas STRIDE program as well as further expansion of our natural gas distribution and transmission systems, information technology systems, and other strategic initiatives and investments.

The capital expenditure projection is subject to continuous review and modification. During the first nine months of 2022, the Company experienced a reduced level of new capital investments due to regulatory delays and supply chain disruptions. As a result, the Company decreased its capital expenditure guidance range to $140 million to $175 million for 2022. The Company expects these delays in timing to be temporary.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. 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, 2022 and December 31, 2021:

(in thousands)	September 30, 2022		December 31, 2021	
Long-term debt, net of current maturities	$ 583,833	42 %	$ 549,903	42 %
Stockholders' equity	814,438	58 %	774,130	58 %
Total capitalization, excluding short-term debt	$ 1,398,271	100 %	$ 1,324,033	100 %

(in thousands)	September 30, 2022		December 31, 2021	
Short-term debt	$ 167,332	11 %	$ 221,634	14 %
Long-term debt, including current maturities	605,311	38 %	567,865	36 %
Stockholders' equity	814,438	51 %	774,130	50 %
Total capitalization, including short-term debt	$ 1,587,081	100 %	$ 1,563,629	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 51 percent as of September 30, 2022. 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.

In 2022, we issued less than 0.1 million shares at an average price per share of $136.87 and received net proceeds of $4.4 million under the DRIP. See Note 9, *Stockholders' Equity*, in the condensed consolidated financial statements for additional information on commissions and fees paid in connection with these issuances.

Shelf Agreements

We have entered into Shelf Agreements with Prudential and MetLife, whom are under no obligation to purchase any unsecured debt. The following table summarizes our Shelf Agreements at September 30, 2022:

(in thousands)	Total Borrowing Capacity	Less: Amount of Debt Issued	Less: Unfunded Commitments	Remaining Borrowing Capacity
Shelf Agreement				
Prudential Shelf Agreement [1][2]	$ 370,000	$ (220,000)	$ (80,000)	$ 70,000
MetLife Shelf Agreement [1]	150,000	(50,000)	—	100,000
Total Shelf Agreements as of September 30, 2022	$ 520,000	$ (270,000)	$ (80,000)	$ 170,000

(1) The Prudential and MetLife Shelf Agreements expire in April 2023 and May 2023, respectively.
(2) Unfunded commitments of $80 million reflects Senior Notes expected to be issued on or before March 14, 2023.

The Senior Notes, Shelf Agreements or Shelf 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 $400.0 million of short-term debt, as required. At September 30, 2022 and December 31, 2021, we had $167.3 million and $221.6 million, respectively, of short-term borrowings outstanding at a weighted average interest rate of 4.13 percent and 0.83 percent respectively. Included in the September 30, 2022 balance, is $50.0 million in short-term debt for which we have entered into an interest rate swap agreement.

In August 2021 we amended and restated our Revolver into a multi-tranche facility totaling $400.0 million with multiple participating lenders. The two tranches of the Revolver consist of one $200.0 million 364-day short-term debt tranche and a $200.0 million five-year tranche which expires in August 2026, both of which have three (3) one-year extension options, which can be authorized by our Chief Financial Officer. We are eligible to establish the repayment term for individual borrowings under the five year tranche of the Revolver and to the extent that an individual loan under the Revolver exceeded 12 months, the outstanding balance would be classified as a component of long-term debt.

In August 2022, we amended both tranches of the Revolver, which now bear interest using SOFR as the benchmark interest rate, plus a 10-basis point SOFR adjustment, in lieu of LIBOR which is being retired by financial institutions. In addition, the 364-day tranche was extended for the upcoming year, expiring in August 2023. Furthermore, the previous covenant capping the aggregate investments at $150.0 million where we maintain a less than 50 percent ownership interest has been eliminated and the 364 day tranche of the facility now offers a reduced interest margin similar to the five-year tranche for amounts borrowed in connection with sustainable investments. All other terms and conditions remained unchanged.

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, 2022, we are in compliance with this covenant.

Both tranches of the Revolver are available to fund our short-term cash needs, seasonal working capital requirements and to temporarily finance 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. Our pricing is adjusted each quarter based upon total indebtedness to total capitalization ratio. As of September 30, 2022, the pricing under the 364-day tranche of the Revolver does not include an unused commitment fee and reflects an interest rate of 70 basis points over SOFR plus a 10 basis point SOFR adjustment. As of September 30, 2022, 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.

Our total available credit under the Revolver at September 30, 2022 was $227.4 million. As of September 30, 2022, we had issued $5.3 million in letters of credit to various counterparties under the syndicated Revolvers. 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 our syndicated Revolver.

In the fourth quarter of 2020, we entered into two $30.0 million interest rate swaps with a total notional amount of $60.0 million through December 2021 with pricing of 0.205 and 0.20 over LIBOR, respectively. In February 2021, we entered into an additional interest rate swap with a notional amount of $40.0 million through December 2021 with pricing of 0.17 over LIBOR. In the third quarter of 2022, we entered into an interest rate swap with a notional amount of $50.0 million through September 30, 2025 at a pricing of 3.98 percent.

Long-Term Debt

On March 15, 2022 we issued 2.95 percent Senior Notes due March 15, 2042 to MetLife in the aggregate principal amount of $50 million. We used the proceeds received from the issuances of the Senior Notes to reduce short-term borrowings under the Revolver 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 eleventh year after the issuance.

On September 28, 2022, we agreed to issue and Prudential agreed to purchase 5.43 percent Senior Notes due March 14, 2038 in the aggregate principal amount of $80.0 million. We expect to issue the Notes on or before March 14, 2023. We anticipate using the proceeds received from the issuance of the Notes to reduce short-term borrowings under our revolving credit facility and to fund capital expenditures.

Cash Flows

The following table provides a summary of our operating, investing and financing cash flows for the nine months ended September 30, 2022 and 2021:

	Nine Months Ended September 30,	
(in thousands)	2022	2021
Net cash provided by (used in):		
Operating activities	$ **136,010**	$ 152,784
Investing activities	**(97,127)**	(148,076)
Financing activities	**(41,379)**	(2,321)
Net increase in cash and cash equivalents	**(2,496)**	2,387
Cash and cash equivalents—beginning of period	**4,976**	3,499
Cash and cash equivalents—end of period	$ **2,480**	$ 5,886

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 changes in deferred income taxes, 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, 2022, net cash provided by operating activities was $136.0 million. Operating cash flows were primarily impacted by the following:

- Net income, adjusted for non-cash adjustments, provided a $122.5 million source of cash;
- An increased level of deferred taxes associated with incremental tax depreciation from growth investments resulted in a source of cash of $16.2 million;
- 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 $27.5 million outflow of cash;
- Other working capital changes, impacted primarily by propane inventory purchases and hedging activities, resulted in a $26.2 million source of cash; and
- A decrease in income tax receivables increased cash inflows by $1.4 million.

Cash Flows Used in Investing Activities

Net cash used in investing activities totaled $97.1 million during the nine months ended September 30, 2022, largely driven by $98.0 million for new capital expenditures.

Cash Flows Used in Financing Activities

Net cash used in financing activities totaled $41.4 million during the nine months ended September 30, 2022. Net cash used in financing activities:

- Repayments under lines of credit resulted in a use of cash of $54.3 million;
- Net increase in long-term debt borrowings resulted in a source of cash of $37.4 million to permanently finance investment in growth initiatives, $49.9 million, offset by long-term repayments of $12.5 million;
- Source of cash of $4.4 million from issuance of stock under the DRIP; and
- A use of cash of $25.9 million for dividend payments in 2022.

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, 2022 was $20.0 million. The aggregate amount guaranteed related to our subsidiaries at September 30, 2022 was $12.0 million, with the guarantees expiring on various dates through August 9, 2023. In addition, the Board has authorized us to issue specific purpose corporate guarantees. The amount of specific purpose guarantees outstanding at September 30, 2022 was

$11.1 million, including a guarantee issued in July 2022 in the amount of $7.1 million associated with the Florida natural gas rate case.

As of September 30, 2022, we have issued letters of credit totaling approximately $5.3 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 30, 2023. We have not drawn upon these letters of credit as of September 30, 2022 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 2021 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, 2022:

	Payments Due by Period				
	Less than 1 year	1 - 3 years	3 - 5 years	More than 5 years	Total
(in thousands)					
Purchase obligations - Commodity [1]	$ 54,904	$ —	$ —	$ —	$ **54,904**
Total	$ **54,904**	$ —	$ —	$ —	$ **54,904**

[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 15, *Long-Term Debt,* and Note 16, *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 8.8 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, 2021 to September 30, 2022:

(in thousands)	Balance at December 31, 2021	Increase (Decrease) in Fair Market Value	Less Amounts Settled	Balance at September 30, 2022
Sharp	$ 6,334	$ (7,203)	$ 3,163	$ 2,294

There were no changes in methods of valuations during the nine months ended September 30, 2022.

The following is a summary of fair market value of financial derivatives as of September 30, 2022, by method of valuation and by maturity for each fiscal year period.

(in thousands)	2022	2023	2024	2025	Total Fair Value
Price based on Mont Belvieu - Sharp	$ 754	$ 1,087	$ 494	$ (41)	$ 2,294

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 13, *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, 2022. 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, 2022.

Changes in Internal Control over Financial Reporting

During the quarter ended September 30, 2022, 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, 2021, 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 and Use of Proceeds

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (2)	Maximum Number of Shares That May Yet Be Purchased Under the Plans or Programs (2)
July 1, 2022 through July 31, 2022(1)	**465**	**$ 127.31**	—	—
August 1, 2022 through August 31, 2022	—	—	—	—
September 1, 2022 through September 30, 2022	—	—	—	—
Total	465	$ 127.31	—	—

(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 9, *Employee Benefit Plans,*" in our latest Annual Report on Form 10-K for the year ended December 31, 2021. During the quarter ended September 30, 2022, 465 shares were purchased through the reinvestment of dividends on deferred stock units.

(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

None.

Item 6. Exhibits

10.1*	Amended and Restated Credit Agreement, dated August 11, 2022, by and between 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, 2022

Exhibit 10.1

EXECUTION VERSION

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "Amendment") dated as of August 11, 2022, 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, 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. Notwithstanding the foregoing, the terms of the Existing Credit Agreement applicable to existing loans at the LIBOR Rate Option (as defined in the Existing Credit Agreement) (the "Existing LIBOR Rate Loans") shall continue in full force and effect and shall continue to apply to each Existing LIBOR Rate Loan with an Interest Period (as defined in the Existing Credit Agreement) that commenced prior to the Amendment Effective Date (as defined below) solely until the expiration of the then current Interest Period for such Existing LIBOR Rate Loan; provided that from and after the Amendment Effective Date,
(i) the Borrower shall not be permitted to request any Lender to fund, and no Lender shall fund, any loan at the LIBOR Rate Option and (ii) no loan may be continued as, or converted to, a loan at the LIBOR Rate Option.

(b) Each of Exhibit E-1 (5-Year Revolving Credit Loan Request), Exhibit E-2 (364-Day Revolving Credit Loan Request) and Exhibit F (Swing Loan Request) to the Existing Credit Agreement is hereby amended and restated in its entirety, in each case, as set forth in the respective Exhibit E-1, Exhibit E-2 and Exhibit F attached hereto.

Exhibit 10.1

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 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 3.

(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, subject to Section 4 hereof, 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 First 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); and

(vii) 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 First 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 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;

(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. Post-Closing. Within thirty (30) days of the Amendment Effective Date (as such time period may be extended by the Administrative Agent in its sole discretion), the Borrower shall deliver to the Administrative Agent a good standing and foreign qualification certificate of the Borrower for the State of Maryland.

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.

Exhibit 10.1

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: V<fa;uV.
Name: Beth W. Cooper
Title: Executive Vice President, Chief Financial Officer and Treasurer

Exhibit 10.1

FIRST AM ENDM ENT TO AM ENDED AND RESTATED CREDI T AGREE M ENT SIGN ATURE PAGE
CHESAPEAK E UTILITI ES CORPORATION

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

By: Name: Title:

Ryan Rockwood Vice President

Exhibit 10.1

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

BANK OF AMERICA, N.A., as a 5-Year Re volver

B y. .--
Na me: Tim C leave nger T it le: V ice Pres ide nt

Exhibit 10.1

fI RST AMEN DM ENT TO AMENDED AND REST ATED CREDIT AGREEMENT SIGN ATURE PAGE
CHESAPEAKE UTI LITIESCORPORATI ON
CITIZENS BANK, N.A., as a 5-Year Revolver Lender and a 364-Day Revolver Lender

By: Name: Cindy Tentarelli Title: Senior Vice President, Portfolio Manager
TRUIST BANK, as a 5-Year Revolver Lender and a 364-Day Revolver Lender

By: Name: Andrew Johnson Title: Managing Director
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
CITY NATIONAL BANK, as a 5-Year Revolver Lender and a 364-Day Revolver Lender

By:

Name: Richard Krogmann Title: SVP
FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT SIGNATIJRE PAGE
CHESAPEAKE UTILITIES CORPORATION
M&T
_as
3:6 -Day Revo lve, Le nd e,

By:
Name: Nicholas Stanek
Title : Sen io r Vice Pre sident

Exhibit 10.1

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 AGREEMENT[1]
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.

TABLE OF CONTENTS

Page

TABLE OF CONTENTS
(continued)
Page

TABLE OF CONTENTS
(continued)
Page

TABLE OF CONTENTS
(continued)
Page

TABLE OF CONTENTS
(continued)

Exhibit 10.1

Page

LIST OF SCHEDULES AND EXHIBITS

SCHEDULES

EXHIBITS

Exhibit 10.1

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 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 Credit Loan Request" shall have the meaning specified in Section 2.5(a).

"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 10, 2023, 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 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.

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

"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.

"Administrative Agent's Fee" shall have the meaning specified in Section 2.3(c) [Fees].

2.3(c) [Fees].
"Administrative Agent's Letter" shall have the meaning specified in Section "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].

for Extension].
"Anniversary Date" shall have the meaning specified in Section 2.12(a) [Requests

"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%	0.600%	0.000%	0.650%	0.000%
II	Greater than 45.0% but equal to or less than 50.0%	0.090%	0.650%	0.000%	0.700%	0.000%
III	Greater than 50.0% but equal to or less than 55.0%	0.100%	0.700%	0.000%	0.750%	0.000%
IV	Greater than 55.0% but equal to or less than 60.0%	0.125%	0.825%	0.000%	0.875%	0.000%
V	Greater than 60.0%	0.175%	0.950%	0.000%	1.000%	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.

Exhibit 10.1

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.

"CFTC" shall mean the Commodity Futures Trading Commission.

"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].

Exhibit 10.1

"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 $250,000,0000 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].

Exhibit 10.1

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

"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].

"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.

"Non-Recourse Debt" shall mean Indebtedness that is nonrecourse to the Borrower or any Subsidiary or any asset of the Borrower or any Subsidiary.

"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).

"Order" shall have the meaning specified in Section 2.9(i) [Liability for Acts and Omissions].

"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.

"Reportable Compliance Event" shall mean that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or Anti-Corruption Law or any predicate crime to any Anti-Terrorism Law or Anti-Corruption Law, or has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law or any Anti- Corruption Law.

"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 Line 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 Line 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 Line 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 Line 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.

Exhibit 10.1

"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.

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

"SEC" shall mean the Securities and Exchange Commission.

"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.

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

"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 (i) the 364-Day Revolver Commitment Fee shall (x) apply on any day to the extent the outstanding principal balance of the 364-Day Revolver is less than $100,000,000.00 on such day and (y) not apply on any day if the outstanding principal balance of the 364-Day Revolver is greater than or equal to
$100,000,000.00 on such day and (ii) 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.

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 Issuer 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 Issuer 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.

Exhibit 10.1

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 the extension of the 364-Day Revolver Expiration Date from August 11, 2022 to August 10, 2023 pursuant to the First 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- 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-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:

Exhibit 10.1

(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.

Exhibit 10.1

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

Exhibit 10.1

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 or any other Loan Party, 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 or any other Loan Party 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

Exhibit 10.1

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.

Exhibit 10.1

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.

Exhibit 10.1

(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.

Exhibit 10.1

(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 Agents 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 (iii) 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.

(b) As used in this Section 12.16, the following terms have the following meanings:

"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).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
EXHIBIT E-1

5-Year Revolving Credit Loan Request

[See Attached]
EXHIBIT E-1

Exhibit 10.1

FORM OF
5-YEAR REVOLVING CREDIT LOAN REQUEST

TO: PNC Bank, National Association, as Administrative Agent PNC Firstside Center - 4th Floor
500 First Avenue P7-PFSC-04-I
Pittsburgh, PA 15219
Telephone No.: (412) 762 - 7744
Telecopier No.: (412) 762 – 8672 Attn: Agency Services

FROM: CHESAPEAKE UTILITIES CORPORATION, a Delaware corporation (the "Borrower").

RE: Amended and Restated Credit Agreement (as it may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), dated as of August 12, 2021, by and among the Borrower, the Lenders party thereto and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them by the Credit Agreement.

A. Pursuant to Section 2.5(a) [5-Year Revolving Credit Loan Requests; Conversions and Renewals] of the Credit Agreement, the undersigned Borrower irrevocably requests [check one line under 1.(a) below and fill in blank space next to the line as appropriate]:
1(a)
A new 5-Year Revolving Credit Loan, OR
Renewal of the Term SOFR Rate Option applicable to an outstanding 5-Year Revolving Credit Loan originally made on
, 20 , OR
Conversion of the Base Rate Option applicable to an outstanding
5-Year Revolving Credit Loan originally made on
, 20 to a 5-Year Revolving Credit Loan to which the Term SOFR Rate Option applies, OR
Conversion of the Term SOFR Rate Option applicable to an outstanding
5-Year Revolving Credit Loan originally made on
, 20 to a 5-Year Revolving Credit Loan to which the Base Rate Option applies.
SUCH NEW, RENEWED OR CONVERTED 5-YEAR REVOLVING CREDIT LOAN SHALL BEAR INTEREST:
[Check one line under 1.(b) below and fill in blank spaces in line next to line]:
1(b)(i)
Under the Base Rate Option. Such 5-Year Revolving Credit Loan shall have a Borrowing Date of , 20 (which date shall be the same Business Day of receipt by the Administrative Agent by 10:00 a.m. Eastern time of this Loan Request for making a new 5-Year Revolving Credit Loan to which the Base Rate Option applies, or the last day of the preceding Interest Period if a 5-Year Revolving Credit Loan to which the Term SOFR Rate Option applies is being converted to a 5-Year Revolving Credit Loan to which the Base Rate Option applies).

(ii)

Exhibit 10.1

1(c)
OR
Under the Term SOFR Rate Option. Such 5-Year Revolving Credit Loan shall have a Borrowing Date of , 20 (which date shall be three (3) Business Days subsequent to the Business Day of receipt by the Administrative Agent by 10:00 a.m. Eastern time of this Loan Request for making a new 5-Year Revolving Credit Loan to which the Term SOFR Rate Option applies, renewing a 5-Year Revolving Credit Loan to which the Term SOFR Rate Option applies, or converting a 5-Year Revolving Credit Loan to which the Base Rate Option applies to a 5-Year Revolving Credit Loan to which the Term SOFR Rate Option applies).

[Check one line under 1.(c) below]:

Such 5-Year Revolving Credit Loan is a 5-Year Revolver Green Loan

Such 5-Year Revolving Credit Loan is NOT a 5-Year Revolver Green Loan

2 Such 5-Year Revolving Credit Loan is in the principal amount of $ or the principal amount to be renewed or converted is $ [for 5-Year Revolving Credit Loans under Section 2.5(a) [5-Year Revolving Credit Loan Requests; Conversions and Renewals] of the Credit Agreement, not to be less than $1,000,000 and in increments of $100,000 for each Borrowing Tranche under the Term SOFR Rate Option and not less than $500,000 and in increments of
$100,000 for each Borrowing Tranche under the Base Rate Option.]
3 [Complete blank below if the Borrower is selecting the Term SOFR Rate Option]:
Such 5-Year Revolving Credit Loan shall have an Interest Period of [one, three, or six] Month(s):

4 [Complete blank below if the Borrower is choosing a specific term for such 5-Year Revolving Credit Loan]:
Such 5-Year Revolving Credit Loan shall have a term of days and shall be due and payable on , 20 1.
B As of the date hereof and the date of making the above-requested 5-Year Revolving Credit Loan (and after giving effect thereto):

1 the representations and warranties of the Borrower are and 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 are and shall be true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are and shall be true and

2 correct as of such earlier date, and except that the representations and warranties contained in Section 6.6 [Financial Statements] of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 [Reporting Requirements] of the Credit Agreement.
no Event of Default or Potential Default has occurred and is continuing or would result from such 5-Year Revolving Credit Loan or the application of the proceeds thereof;
3 the making of such 5-Year Revolving Credit Loan shall not contravene any Law applicable to the Borrower or Subsidiary of the Borrower or any of the Lenders;
4

5 (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; and [(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.]2

[The proceeds of such 5-Year Revolver Green Loan shall be used only to fund capital investments related to present and future capital investments related to 3, and such usage is consistent with the "Green Loan Principles" set forth by the Loan Syndications and Trading Association.] 4

C Each of the undersigned hereby irrevocably requests [check one line below and fill in blank spaces next to the line as appropriate]:
1 Funds to be deposited into a PNC Bank bank account per our current standing instructions.

1 Cannot be after the 5-Year Revolver Expiration Date.
2 Include bracketed language ONLY for 5-Year Revolver Green Loans.
3 Choose one of the following options: (i) renewable natural gas, (ii) compressed natural gas (and transportation thereof), (iii) solar energy, (iv) hydrogen energy or (v) other general corporate green capital investments.
4 Include bracketed language ONLY for 5-Year Revolver Green Loans.

Complete amount of deposit if not full loan advance amount:
$.
2 Funds to be wired per the following wire instructions:
$ Amount of Wire Transfer Bank Name:
ABA:
Account Number: Account Name: Reference:
3 Funds to be wired per the attached Funds Flow (multiple wire transfers).

[SIGNATURE PAGE FOLLOWS]
SIGNATURE PAGE TO 5-YEAR REVOLVING CREDIT LOAN REQUEST

The Borrower certifies to the Administrative Agent for the benefit of the Lenders as to the accuracy of the foregoing on , 20 .

BORROWER:

CHESAPEAKE UTILITIES CORPORATION

By: Name:
Title:
EXHIBIT E-2

364-Day Revolving Credit Loan Request

[See Attached]

Exhibit 10.1

160866471
EXHIBIT E-2

FORM OF
364-DAY REVOLVING CREDIT LOAN REQUEST

TO: PNC Bank, National Association, as Administrative Agent PNC Firstside Center - 4th Floor
500 First Avenue P7-PFSC-04-I
Pittsburgh, PA 15219
Telephone No.: (412) 762 - 7744
Telecopier No.: (412) 762 – 8672 Attn: Agency Services

FROM: CHESAPEAKE UTILITIES CORPORATION, a Delaware corporation (the "Borrower").

Exhibit 10.1

RE: Amended and Restated Credit Agreement (as it may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), dated as of August 12, 2021, by and among the Borrower, the Lenders party thereto and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them by the Credit Agreement.

A. Pursuant to Section 2.5(b) [364-Day Revolving Credit Loan Requests; Conversions and Renewals] of the Credit Agreement, the undersigned Borrower irrevocably requests [check one line under 1.(a) below and fill in blank space next to the line as appropriate]:
1(a)
A new 364-Day Revolving Credit Loan, OR
Renewal of the Term SOFR Rate Option applicable to an outstanding 364-Day Revolving Credit Loan originally made on
, 20 , OR
Conversion of the Base Rate Option applicable to an outstanding
364-Day Revolving Credit Loan originally made on
, 20 to a 364-Day Revolving Credit Loan to which the Term SOFR Rate Option applies, OR
Conversion of the Term SOFR Rate Option applicable to an outstanding
364-Day Revolving Credit Loan originally made on
, 20 to a 364-Day Revolving Credit Loan to which the Base Rate Option applies.
SUCH NEW, RENEWED OR CONVERTED 364-DAY REVOLVING CREDIT LOAN SHALL BEAR INTEREST:
[Check one line under 1.(b) below and fill in blank spaces in line next to line]:
1(b)(i)

(ii)

1(c)
Under the Base Rate Option. Such 364-Day Revolving Credit Loan shall have a Borrowing Date of , 20_ (which date shall be the same Business Day of receipt by the Administrative Agent by 10:00 a.m. Eastern time of this Loan Request for making a new 364- Day Revolving Credit Loan to which the Base Rate Option applies, or the last day of the preceding Interest Period if a 364-Day Revolving Credit Loan to which the Term SOFR Rate Option applies is being converted to a 364-Day Revolving Credit Loan to which the Base Rate Option applies).
OR
Under the Term SOFR Rate Option. Such 364-Day Revolving Credit Loan shall have a Borrowing Date of , 20 (which date shall be three (3) Business Days subsequent to the Business Day of receipt by the Administrative Agent

Exhibit 10.1

by 10:00 a.m. Eastern time of this Loan Request for making a new 364-Day Revolving Credit Loan to which the Term SOFR Rate Option applies, renewing a 364-Day Revolving Credit Loan to which the Term SOFR Rate Option applies, or converting a 364-Day Revolving Credit Loan to which the Base Rate Option applies to a 364-Day Revolving Credit Loan to which the Term SOFR Rate Option applies).

[Check one line under 1.(c) below]:

Such 364-Day Revolving Credit Loan is a 364-Day Revolver Green Loan

Such 364-Day Revolving Credit Loan is NOT a 364-Day Revolver Green Loan

2 Such 364-Day Revolving Credit Loan is in the principal amount of $ or the principal amount to be renewed or converted is $ [for 364-Day Revolving Credit Loans under Section 2.5(b) [364-Day Revolving Credit Loan Requests; Conversions and Renewals] of the Credit Agreement, not to be less than $1,000,000 and in increments of $100,000 for each Borrowing Tranche under the Term SOFR Rate Option and not less than $500,000 and in increments of $100,000 for each Borrowing Tranche under the Base Rate Option.]

3 [Complete blank below if the Borrower is selecting the Term SOFR Rate Option]:
Such 364-Day Revolving Credit Loan shall have an Interest Period of [one, three, or six] Month(s):

4 [Complete blank below if the Borrower is choosing a specific term for such 364-Day Revolving Credit Loan]:
Such 364-Day Revolving Credit Loan shall have a term of days and shall be due and payable on , 20 5.

B As of the date hereof and the date of making the above-requested 364-Day Revolving Credit Loan (and after giving effect thereto):

1 the representations and warranties of the Borrower are and 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 are and shall be true and correct), except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are and shall be true and correct as of such earlier date, and except that the representations and warranties contained in Section 6.6 [Financial Statements] of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 [Reporting Requirements] of the Credit Agreement.

2 no Event of Default or Potential Default has occurred and is continuing or would result from such 364-Day Revolving Credit Loan or the application of the proceeds thereof;

3 the making of such 364-Day Revolving Credit Loan shall not contravene any Law applicable to the Borrower or Subsidiary of the Borrower or any of the Lenders; and

4

5 (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; and [(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.]6

Exhibit 10.1

[The proceeds of such 364-Day Revolver Green Loans shall be used only to fund capital investments related to present and future capital investments related to 7, and such usage is consistent with the "Green Loan Principles" set forth by the Loan Syndications and Trading Association.] 8

5 Cannot be after the 364-Day Revolver Expiration Date.
6 Include bracketed language ONLY for 364-Day Revolver Green Loans.
7 Choose one of the following options: (i) renewable natural gas, (ii) compressed natural gas (and transportation thereof), (iii) solar energy, (iv) hydrogen energy or (v) other general corporate green capital investments.
8 Include bracketed language ONLY for 364-Day Revolver Green Loans.

C
s Each of the undersigned hereby irrevocably requests [check one line below and fill in blank paces next to the line as appropriate]:
1 Funds to be deposited into a PNC Bank bank account per our current standing instructions.
Complete amount of deposit if not full loan advance amount:
$.
2 Funds to be wired per the following wire instructions:
$ Amount of Wire Transfer Bank Name:
ABA:
Account Number: Account Name: Reference:
3 Funds to be wired per the attached Funds Flow (multiple wire transfers).

[SIGNATURE PAGE FOLLOWS]
SIGNATURE PAGE TO 364-DAY REVOLVING CREDIT LOAN REQUEST

The Borrower certifies to the Administrative Agent for the benefit of the Lenders as to the accuracy of the foregoing on , 20 .

BORROWER:

CHESAPEAKE UTILITIES CORPORATION

By: Name:
Title:
EXHIBIT F

Swing Loan Request

[See Attached]

Exhibit 10.1

160866471
EXHIBIT F SWING LOAN REQUEST
TO: PNC Bank, National Association, as Administrative Agent
PNC Firstside Center - 4th Floor 500 First Avenue
P7-PFSC-04-I
Pittsburgh, PA 15219
Telephone No.: (412) 762 - 7744
Telecopier No.: (412) 762 – 8672 Attn: Agency Services

FROM: CHESAPEAKE UTILITIES CORPORATION, a Delaware corporation (the "Borrower")

RE: Amended and Restated Credit Agreement (as it may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), dated as of August 12, 2021, by and among the Borrower, the Lenders party thereto and PNC BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

Capitalized terms not otherwise defined herein shall have the respective meanings given to them by the Agreement.

Exhibit 10.1

Pursuant to Section 2.5(d) [Swing Loan Requests] of the Credit Agreement, the Borrower hereby makes the following Swing Loan Request:

1. Aggregate principal amount of such Swing Loan (may not be less than $(100,000)
2. Interest Rate Option
(specify either Base Rate Option or Daily Simple SOFR Option)
3. Proposed Borrowing Date
(which date shall be on or after the date on which the Administrative Agent receives this Swing Loan Request, with such Swing Loan Request to be received no later than 12:00 noon Eastern time on the Proposed Borrowing Date)
4. As of the date hereof and the date of making the above-requested Swing Loan (and after giving effect thereto):
A the representations and warranties of the Borrower are and 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 are and shall be true and correct), except to the extent that such
representations and warranties specifically refer to an earlier date, in which case they are and shall be true and correct as of such earlier date, and except that the representations and warranties contained in Section 6.6 [Financial Statements] of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Section 8.11 [Reporting Requirements] of the Credit Agreement;
B no Event of Default or Potential Default has occurred and is continuing or would result from such Swing Loan or the application of the proceeds thereof;
C the making of such Swing Loan shall not contravene any Law applicable to the Borrower or Subsidiary of the Borrower or any of the Lenders; and
D (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.
5. Each of the undersigned hereby irrevocably requests [check one line below and fill in blank spaces next to the line as appropriate]:
A Funds to be deposited into a PNC Bank bank account per our current standing instructions. Complete amount of deposit if not full loan advance amount: $.
B Funds to be wired per the following wire instructions:
$ Amount of Wire Transfer Bank Name:
ABA:
Account Number: Account Name: Reference:
C Funds to be wired per the attached Funds Flow (multiple wire transfers).

[SIGNATURE PAGE FOLLOWS]
SIGNATURE PAGE - SWING LOAN REQUEST

The Borrower certifies to the Administrative Agent for the benefit of the Lenders as to the accuracy of the foregoing on , 20 .

CHESAPEAKE UTILITIES CORPORATION

By: Name:
Title:

EXHIBIT 31.1

**CERTIFICATE PURSUANT TO RULE 13A-14(A)
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

I, Jeffry M. Householder, certify that:

1. I have reviewed this quarterly report on Form 10-Q for the quarter ended September 30, 2022 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, 2022

/s/ JEFFRY M. HOUSEHOLDER

Jeffry 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, 2022 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, 2022

/S/ BETH W. COOPER

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

EXHIBIT 32.1

Certificate of Chief Executive Officer

of

Chesapeake Utilities Corporation

(pursuant to 18 U.S.C. Section 1350)

I, Jeffry 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, 2022, 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
Jeffry M. Householder
November 2, 2022

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.

EXHIBIT 32.2

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, 2022, 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, 2022

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.

Chesapeake Utilities Corporation
Florida PSC Financing Application
Expected Capital Expenditures Request
2023 Application

(in millions)	**Forecasted**	
	2022	**2023**
Expected Capital Expenditures for Florida Division	54	98
Percentage of Chesapeake Total	38%	39%