



185 International Drive
Portsmouth, New Hampshire 03801
(800) 225.1560

January 14, 2022

VIA FEDEX OVERNIGHT DELIVERY

Debra Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

RE: Sprague Operating Resources LLC | Renewal Registration of Competitive Natural Gas Supplier

Dear Ms. Howland:

Sprague Operating Resources LLC ("Sprague") hereby submits to the New Hampshire Public Utilities Commission ("Commission") its renewal registration application for its Competitive Natural Gas Supplier license. Please find enclosed an original renewal application, two hard copies, and a check for the renewal fee in the amount of \$250.00. An electronic .pdf copy has also been emailed to executive.director@puc.nh.gov.

Sprague has maintained a surety bond in the amount of \$350,000.00, and a copy of the most recent continuation certificate was provided to the Commission. For your convenience, a copy of that filing is included here as Exhibit A. Please note that Sprague will file its next continuation certificate with the Commission as soon as it is available.

Documentation supporting Sprague's status as an approved shipper with Tennessee Gas Pipeline Company, Portland Natural Gas Transmission System and Granite State Gas Transmission, Inc. is provided in Exhibit B.

A listing of Sprague's aggregators and customer counts is included as Exhibit C. Sprague requests confidential treatment of its aggregators and customers.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Brittany Willette

Brittany Willette
Regulatory Specialist

Enclosures

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION
Puc 3003.02 Renewal Registration of Competitive Natural Gas Suppliers**

3006.01 (a) (1)-(22) CNGS Registration Form

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state and, if available, its website address;

Sprague Operating Resources LLC
www.spragueenergy.com

(2) The applicant's business address, telephone number, and e-mail address;

**185 International Drive
Portsmouth, NH 03801
866-477-7248 (Telephone)
customer care@spragueenergy.com (Email)**

(3) The applicant's place of incorporation, if anything other than an individual;

Delaware – state of formation

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

**A list of principals with titles is provided in Attachment 1
The business address and phone number for all principals is:
185 International Drive
Portsmouth, NH 03801
603-431-1000 (Telephone)
customer care@spragueenergy.com (Email)**

(5) The following regarding any affiliate or subsidiary of the applicant which is conducting business in New Hampshire:

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreement(s) with any affiliated New Hampshire LDC(s);

**Sprague Energy Solutions Inc.
185 International Drive
Portsmouth, NH 03801
603-431-1000 (Telephone)**

As a 100 percent wholly-owned subsidiary of Sprague Operating Resources LLC, Sprague Energy Solutions Inc.'s purpose is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

866-477-7248 (Telephone, toll-free)
customercare@spragueenergy.com (Email)

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries.

Brittany Willette, Regulatory Specialist
603-431-5318 (Telephone)
bwillette@spragueenergy.com (Email)

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

CSC Corporation
10 Ferry Street, Suite 313
Concord, NH 03301
888-690-2882 (Telephone)

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

Please see Attachment 2

(10) A list of LDCs in New Hampshire through which the applicant intends to provide service. To the extent an applicant does not intend to provide service in the entire franchise area of an LDC, this list shall delineate the cities and towns where the applicant intends to provide service;

The service territories of Liberty Utilities/EnergyNorth Natural Gas and Unil/Northern Utilities, Inc.

(11) A description of the types of customers the applicant intends to serve;

All customer and rate classes with the exception of single-family residential

(12) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of natural gas;

No customer complaints have been filed against Sprague Operating Resources LLC with any state or federal licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which Sprague Operating Resources LLC has conducted business relating to the sale of natural gas.

- (13) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:
- a. For partnerships, any of the general partners;
 - b. For corporations, any of the officers, directors or controlling stockholders; or
 - c. For limited liability companies, any of the managers or members;

None of Sprague Operating Resources LLC's principals have ever been convicted of any felony that has not been annulled by a court.

- (14) A statement as to whether the applicant or any of the applicant's principals:
- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;
 - b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or
 - c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

Neither Sprague Operating Resources LLC nor any of the persons listed in 13 above,

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;**
- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or**
- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;**

- (15) If an affirmative answer is given to any item in (13) or (14) above, an explanation of the event;

No affirmative answer was given to any item in (13) or (14)

- (16) For those applicants intending to telemarket, a statement that the applicant shall:
- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
 - b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and;
 - c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

The above statements are not applicable to Sprague Operating Resources LLC as it does not sell to single-family residential customers

(17) For those applicants that intend not to telemarket, a statement to that effect;

Sprague Operating Resources LLC does not intend to telemarket

(18) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the LDC's billing service;

Please see Attachment 3

(19) A copy of any customer contracts or representative samples of contracts the applicant intends to use;

Please see Attachment 4

(20) A statement that the CNGS has verified the registration of any aggregator with which it has any agreements to provide service to New Hampshire customers, prior to entering into such agreements;


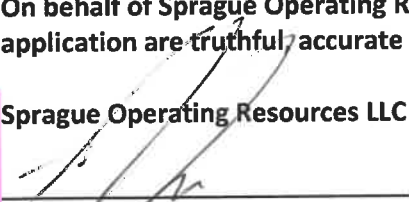
Sprague Operating Resources LLC attests that it uses best efforts to verify the registration of aggregators/brokers prior to entering into agreements.

(21) A statement certifying the applicant has the authority to file the application on behalf of the CNGS and that its contents are truthful, accurate and complete; and

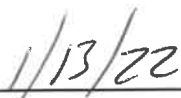
**Brian Weego has the authority to file the application on behalf of Sprague Operating Resources LLC and the contents are truthful, accurate and complete.
Please see Attachment 1**

(22) The signature of the applicant or its representative.

On behalf of Sprague Operating Resources LLC, I hereby affirm that the contents of this application are truthful, accurate and complete.

 **Sprague Operating Resources LLC**


Brian Weego
Vice President, Natural Gas



Date

VENDOR NUMBER 40097		CHECK NO. 348101			CONTROL NUMBER 23544	
VENDOR NAME NH PUBLIC UTILITIES COMMISSION					DATE 1/5/2022	PAGE 1 of 1
DATE	INVOICE NUMBER	REFERENCE NUMBER	GROSS	DISCOUNT	NET	
1/4/2022	SOR RENEWAL	40097	\$250.00	\$0.00	\$250.00	

SPRAGUE OPERATING RESOURCES LLC
 185 INTERNATIONAL DRIVE
 PORTSMOUTH, NH 03801
 (603) 431-1000

Wells Fargo Bank, N.A.
 Van Wert, OH
 For inquiries call:
 800-289-3557 option 1, option 2

Date 1/5/2022 56-382
 Control No. 23544 412

348101

PAY EXACTLY:

TWO HUNDRED FIFTY AND 00/100*****

AMOUNT

*****\$250.00

TWO SIGNATURES REQUIRED IF \$10,000.00 OR MORE

TO THE ORDER OF: NH PUBLIC UTILITIES COMMISSION
 21 S. FRUIT STREET, SUITE 10
 CONCORD, NH 03301

[Handwritten Signature]



⑈00348101⑈ ⑆041203824⑆ 9600140963⑈

See Reverse Side For Easy Opening Instructions

SPRAGUE OPERATING RESOURCES LLC
 185 INTERNATIONAL DRIVE
 PORTSMOUTH, NH 03801

NH PUBLIC UTILITIES COMMISSION
 21 S. FRUIT STREET, SUITE 10
 CONCORD, NH 03301

U.S. Pat.# 6,095,407
RPS811B ULTRASEAL® by Relyco - www.relyco.com

CONSENT OF THE SOLE MEMBER SPRAGUE OPERATING RESOURCES LLC

(a Delaware limited liability company)

Pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act

Effective September 14, 2021

The undersigned, being the sole member of Sprague Operating Resources LLC, a Delaware limited liability company (the "Company"), hereby consents, in the manner prescribed by Section 18-302(d) of the Delaware Limited Liability Company Act, to the approval of the following actions and to the adoption of the following resolutions, and direct that this consent be filed with the official Company minutes to have the same force and effect as a unanimous vote of the members of the Company at a meeting duly called and held:

RESOLVED, that the following persons are elected to the offices of the limited liability company set forth opposite their respective names, at the discretion of the Member of the Company until his successor shall have been duly elected and shall have qualified:

David C. Glendon	President and Chief Executive Officer
David C. Long	Chief Financial Officer & Tax Officer
Thomas F. Flaherty	Vice President, Refined Products
Steven D. Scammon	Vice President, Chief Risk Officer
Joseph S. Smith	Vice President, Corporate Development
Paul A. Scoff	Vice President, General Counsel, Chief Compliance Officer and Secretary
James Therriault	Vice President, Materials Handling
Brian W. Weego	Vice President, Natural Gas
Thomas Carey	Vice President, Operations
Todd Tinelli	Managing Director, Finance & Treasurer
Derek Hintz	Assistant Treasurer
Vanda J. Moore	Senior Compliance Officer & Assistant Secretary
Susan Trahan	Assistant Secretary

RESOLVED FURTHER, that the Board, hereby authorizes, empowers and directs the President and Chief Executive Officer; the Senior Vice President, Chief Operating Officer and Chief Financial Officer; the Vice President, Chief Risk Officer; the Vice President, General Counsel, Chief Compliance Officer and Secretary; the Vice President, Chief Accounting Officer; and, the Vice President, Treasurer (the "Authorized Officers") to do and perform such further things and acts, including, without limitation, the

execution and delivery any documents required to conduct ordinary course of business, as well as related to that certain Amended and Restated Credit Agreement, dated as of May 19, 2020, among the Company, Kildair Service ULC, the several banks and other financial institutions or entities from time to time parties thereto, MUFG Bank, Ltd., as administrative agent, MUFG Bank, Ltd., and BNP Paribas, as co-collateral agents and the other agents parties thereto, as amended on or prior to the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), including but not limited to the mortgaging of any acquired assets by the Company or any of its subsidiaries, the delivery of Company or subsidiary guarantees, the joining of subsidiaries as loan parties and/or guarantors to the Credit Agreement, as well as any the execution of any contracts, contract schedules, transaction confirmations, security documents, instruments, certificates and amendments, modifications or supplements thereto which may be necessary, appropriate or advisable and in the best interest of the Company and its subsidiaries to comply or evidence compliance, or which otherwise are consistent, with the terms, conditions and provisions relating to the Credit Agreement, with the taking of any such action being conclusive evidence that same action did meet such standards as set forth above; and further,

MISCELLANEOUS

RESOLVED, the Board, hereby ratifies, authorizes, adopts and approves, in all respects, all acts and deeds heretofore or as may hereafter be performed to carry out the purposes of the foregoing resolutions by any Authorized Officers, for and on behalf of the Company, that are within the authority conferred by the foregoing resolutions as the authorized acts and deeds of the Company.

RESOLVED, that all acts and deeds previously performed by any officers of the Company, acting for and on behalf of the Company and its subsidiaries, prior to the date of these resolutions, that are within the authority conferred by the foregoing resolutions are hereby approved, confirmed and ratified in all respects as the authorized acts and deeds of the Company.

RESOLVED, That each of these resolutions shall continue in full force and effect until written notice of its rescission or modification by a resolution duly adopted by Company's Board of Directors and certified by a Secretary or Assistant Secretary of Company.

IN WITNESS WHEREOF, all of the members of the Board have executed this Consent for and on behalf of GP, in its capacity as the general partner of the MLP, in its capacity as the sole member of the Company, in one or more counterparts effective as of the date first written above.



Beth A. Bowman^{14 Sep, 2021 5:34:48 PM EDT}



David C. Glendon^{16 Sep, 2021 2:51:28 PM EDT}



C. Gregory Harper^{19 Sep, 2021 3:12:37 PM EDT}



Stephen Hendel^{20 Sep, 2021 10:48:53 AM EDT}



Jason Lemme^{15 Sep, 2021 5:51:23 PM EDT}



Scott Levy^{20 Sep, 2021 11:25:29 AM EDT}



Guy Merison^{19 Sep, 2021 11:44:21 AM EDT}



Stephen Semitz^{15 Sep, 2021 7:38:23 PM EDT}



John A. Shapiro^{15 Sep, 2021 9:48:35 PM EDT}

**State of New Hampshire
Department of State**

Attachment 2

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Sprague Operating Resources LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on November 2, 1987. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of February, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State



185 International Drive
Portsmouth, NH 03801

INVOICE SUMMARY:

BILLING SUMMARY:

Invoice Date
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

HOW TO CONTACT SPRAGUE OPERATING RESOURCES LLC:

Customer Service

1-844-994-3835
Mon - Fri 8:00 AM - 5:00 PM

Remit Check Payment to

Sprague Operating Resources LLC.
PO Box 782532, Philadelphia,
PA 19178-2532

Visit our website

www.spragueenergy.com

GAS EMERGENCY

Northern NH / 1-866-900-4115

ACCOUNT SUMMARY FOR:

50 Alumni Circle, Portsmouth, NH

Utility Name: Northern NH
Utility Account Number:
Meter Type:
Meter Number:
Production Month:

Utility BT Meter Read:
Utility BTU Conversion Factor:
Utility Fuel Loss Factor:
Invoiced CG Therms:

Trans. Date	Deal Number	From	To 1	Volume Therms	Commodity Price	Amount
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CURRENT CHARGES

Current Finance Charges

TOTAL CURRENT CHARGES

MESSAGE CENTER / CUSTOMER COMMUNICATIONS:



185 International Drive
Portsmouth, NH 03801

INVOICE SUMMARY:

BILLING SUMMARY:

Invoice Date
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

HOW TO CONTACT SPRAGUE OPERATING RESOURCES LLC:

Customer Service 1-844-994-3835 Mon - Fri 8:00 AM - 5:00 PM	Remit Check Payment to Sprague Operating Resources LLC. PO Box 782532, Philadelphia, PA 19178-2532	Visit our website www.spragueenergy.com	GAS EMERGENCY Northern NH / 1-866-900-4115
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(continued from previous page)

Go Green  Go Paperless

Sign up today! 1.844.994.3835 | natgas@spragueenergy.com

Payment must be accompanied by bottom portion of this bill

Invoice Date
Payment Due Date
Invoice Number
Sprague Customer Number
Payment Terms

Invoice Summary:

Prior Balance
Payments
Current Charges
Finance Charges

May not reflect payments received within three business days.

Please Remit to:
 Sprague Operating Resources LLC.
 PO Box 782532, Philadelphia,
 PA 19178-2532

Total Amount Due

Amount Enclosed



A finance charge of 1.50% per month (18.00% APR) will be assessed on all balances unpaid after due date.



NATURAL GAS SALES AGREEMENT

This Natural Gas Sales Agreement ("**Agreement**") is entered into as of Click or tap to enter agreement date by and between **Sprague Operating Resources LLC ("Sprague")** with offices at 185 International Drive, Portsmouth, New Hampshire 03801 and **Buyer's Legal Name ("Buyer")** with offices at Buyer's Legal Street Address, City, Choose STATE ZIP. In consideration of the mutual covenants, undertakings, terms and conditions set forth below, Sprague and Buyer agree as follows:

1. **Service.** Sprague agrees to sell and deliver to Buyer at the location(s) identified on Addendum A and Buyer agrees to receive and purchase from Sprague natural gas ("**Gas**") on the terms and conditions set forth in this Agreement. Each sale shall be on a firm basis unless otherwise stated in the Transaction Confirmation, meaning that either party may interrupt its performance without liability only to the extent that Force Majeure applies as described in Section 19.
2. **Transaction Procedure.** When Sprague and Buyer reach an agreement on Buyer's purchase of Gas, Sprague shall communicate to Buyer the agreed upon terms in the form of a "Transaction Confirmation," as set forth in the attached Exhibit A, via facsimile, electronic mail, or other means as agreed upon by the parties. Each Transaction Confirmation is subject to the terms and conditions of this Agreement and is an integral part thereof. If any term of this Agreement conflicts with any term in a binding Transaction Confirmation, the Transaction Confirmation shall control, but shall not void any non-conflicting term of this Agreement. Buyer shall be solely responsible for notifying Sprague in writing of any inaccuracies in the Transaction Confirmation not more than two (2) business days from Buyer's receipt of a Transaction Confirmation. A Transaction Confirmation shall be binding upon the parties when it is signed by Sprague's authorized agent and either (1) Buyer has signed the Transaction Confirmation and returned it to Sprague; or (2) Buyer has failed to sign the Transaction Confirmation within two (2) business days from receipt and provide written notification of any inaccuracies.
3. **Telephone Recordings.** The parties agree that each party may electronically record all telephone conversations between their respective agents and employees regarding this Agreement and any Transaction Confirmation, or other commercial business between the parties, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording, but neither party waives any objection to the admissibility of such evidence.
4. **Transportation.** Sprague shall be solely responsible for transporting the Gas to the delivery point(s) set forth in the Transaction Confirmation. Buyer shall be solely responsible for transporting and handling the Gas from such delivery point(s).
5. **Quality and Measurement.** Sprague shall deliver all Gas in compliance with the quality and measurement specifications as set forth in the tariff of the Transporter delivering the Gas to Buyer. "**Transporter**" shall mean all Gas gathering or pipeline companies, or local distribution companies, transporting Gas for Sprague or Buyer upstream or downstream, respectively, of the delivery point pursuant to the Transaction Confirmation.
6. **Nominations and Scheduling.** Buyer shall give Sprague prior notice of the quantities of Gas to be delivered that is sufficient to meet the requirements of each Transporter involved in the transaction. If Buyer fails to give such notice, Sprague may use the best available information to determine the quantities of Gas to be delivered, but Sprague shall not be liable in any way for any resulting imbalance charge or penalty. Any such imbalance charge or penalty shall be Buyer's sole responsibility under Section 8. Should a party become aware that an actual delivery at a delivery point is greater or lesser than the nominated volumes of Gas scheduled to be delivered, such party shall promptly notify the other party.



7. **Notice of Operational Change.** Buyer shall immediately notify Sprague of any event reasonably known to Buyer that may materially increase or decrease Buyer's Gas usage, i.e. addition or removal of gas-fire equipment, other equipment installations or changes, outages, shutdowns, repairs, openings or closings, changes in operating hours or production schedules. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices Buyer receives from a pipeline or utility requiring the interruption or curtailment of Buyer's Gas usage.

8. **Imbalances.** The parties shall use commercially reasonable efforts to avoid imbalance charges or penalties. If a Transporter invoices Buyer or Sprague for an imbalance charge or penalty, the parties shall determine the validity of the charge. Upon request, Buyer shall provide to Sprague copies of Buyer's Transporter statements, reports or meter readings related to any Gas deliveries performed under this Agreement. If the charge or penalty is determined valid, the party responsible for the imbalance charge or penalty shall be obligated to pay such charge or penalty. If either party pays a charge or penalty caused by the other party, upon receipt of notice, the other party shall reimburse such party the amount paid in accordance with such notice.

9. **Taxes.** Sprague shall pay or cause to be paid all taxes (including but not limited to sales, use, distribution, excise, gross receipts, or other taxes), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("**Taxes**") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay or cause to be paid all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). If a party is required to remit or pay Taxes due by the other party under this Agreement, upon receipt of notice, the other party shall promptly reimburse the party the amount paid. If a party is entitled to an exemption from any Taxes, such party shall promptly furnish the other party with any necessary supporting documentation.

10. **Pricing and Billing.**

a. **Price.** The "**Price**" Buyer shall pay Sprague for Gas shall be the price and other charges as set forth in the applicable Transaction Confirmation, as well as any Taxes.

b. **Billing.** Sprague shall invoice Buyer as specified in the Transaction Confirmation for Gas delivered. If the actual quantity delivered is unknown to Sprague by the invoice date, Sprague will prepare the invoice based upon the best available information including nominated volumes. Buyer shall pay Sprague the invoiced amount on or before the due date, and Sprague shall make any necessary adjustment upon discovering the actual quantities by adjusting the invoiced quantity to the actual quantity in the next invoice.

c. **Interest Rate.** Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or an interest rate as otherwise agreed in the Transaction Confirmation on any late payment or the maximum legal rate, if lower.

d. **Invoices Presumed Final.** All invoices shall be conclusively presumed final and accurate, provided, however, any invoice may be corrected at any time if the correction is based on revised metering or billing information issued by the local distribution company. Buyer shall waive any associated claim for an inaccurate invoice and/or overpayment unless, within two (2) months from the date of the Gas delivery, in good faith, Buyer objects to the invoice in writing, including an adequate explanation and supporting industry-acceptable documentation. However, the last Transporter's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute a Sprague invoice based on a meter reading unless it possesses documentation from the Transporter, verifying an error in the meter reading and setting forth the accurate meter reading.

e. **Netting.** The parties shall net all undisputed amounts due and owing, and/or past due, such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with this Section 10; provided that no payment required to be made pursuant Sections 17(b) and (c) shall be subject to netting under this Section.



11. **Notice.** Any Transaction Confirmation, invoice, notice, request, demand, or statement given pursuant to this Agreement shall be in writing and may be sent by facsimile, electronic mail, a nationally recognized overnight courier service, or first class mail or hand delivery to the appropriate address as set forth below:

Billing/Invoices: SPRAGUE: Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801 Attn: Customer Care Telephone No.: (844) 994-3835 Fax No.: (603) 766-7448 E-mail address: customercareteam@spragueenergy.com	Transaction Confirmations: 185 International Drive Portsmouth, NH 03801 Attn: Customer Care Telephone No.: (844) 994-3835 Fax No.: (603) 766-7448 E-mail address: customercareteam@spragueenergy.com	Other notices, requests, demands or statements: 185 International Drive Portsmouth, NH 03801 Attn: Customer Care Telephone No.: (844) 994-3835 Fax No.: (603) 766-7448 E-mail address: customercareteam@spragueenergy.com
BUYER: Buyer's Legal Name Billing Street/PO Box Address 2nd Billing Street Address Line City, Choose STATE ZIP Attn: Name of individual/entity to receive Invoice Telephone No.: (XXX) XXX-XXXX ext. if app. Fax No.: (XXX) XXX-XXXX E-mail address: Email Address to send Invoices Email Address to send Invoices	Confirmation Street/PO Box Address 2nd Confirm Street Address Line City, Choose STATE ZIP Attn: Name of individual/entity to receive Confirm Telephone No.: (XXX) XXX-XXXX ext. if app. Fax No.: (XXX) XXX-XXXX E-mail address: Email Address to send Confirms	Notice Legal Street Address 2nd Notice Street Address Line City, Choose STATE ZIP Attn: Name of individual/entity to receive Notice Telephone No.: (XXX) XXX-XXXX ext. if app. Fax No.: (XXX) XXX-XXXX E-mail address: Email Address to send Notices
	COPY TO: Broker/Agent Name Confirmation Street/PO Box Address City, Choose STATE ZIP Attn: Name of individual/entity to receive Confirm Telephone No.: (XXX) XXX-XXXX ext. if app. Fax No.: (XXX) XXX-XXXX E-mail address: Email Address to send Confirms	Notice Legal Street Address City, Choose STATE ZIP Attn: Name of individual/entity to receive Notice Telephone No.: (XXX) XXX-XXXX ext. if app. Fax No.: (XXX) XXX-XXXX E-mail address: Email Address to send Notices



Notice shall be deemed given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions apply. Notices sent by facsimile shall be deemed received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission if on a business day and, if not, on the next following business day. Notice sent by electronic mail shall be sent with a request for a reply email and deemed received on the day sent if a business day and, if not, on the next following business day so long as the sending party does not receive notification that the electronic mail did not reach the intended recipient. Upon receipt of an email from the other party, the recipient shall also have a duty to send a reply email confirming receipt. However, a failure to include the request for a reply email or a failure to send a reply email confirming receipt will not alter the day notice is deemed to have occurred via electronic mail under this Section. Notice by overnight mail or courier shall be deemed to have been received on the next business day following the day it was sent or an earlier time if confirmed by the receiving party. Notice via first class mail shall be deemed delivered five (5) business days after mailing.

12. **Term.** This Agreement shall be in full force and effect as of the date first above written and shall continue unless terminated by either party with at least sixty (60) days prior written notice. Notwithstanding any termination of this Agreement, any Transaction Confirmation accepted by the parties while this Agreement is in effect shall continue to be subject to all terms and conditions of this Agreement.

13. **Credit.** Sprague and Buyer agree that this Agreement is conditioned upon Buyer meeting Sprague's credit requirements as may be established, and amended, from time to time. Buyer acknowledges and agrees that the price of natural gas is volatile and this Agreement imposes an obligation on Buyer that Sprague's expectation of receiving due performance will not be impaired. Buyer therefore agrees that Sprague, in its sole discretion, may at any time, without notice, increase or decrease Buyer's credit requirements. Sprague's continued performance of its obligations under this Agreement and any Transaction Confirmation shall be contingent upon Buyer continuing to meet its credit requirements, as determined by Sprague, at all times.

14. **Adequate Assurance.** If Sprague has reasonable grounds for insecurity regarding Buyer's performance of any obligation under this Agreement (including, without limitation, the occurrence of a material change in the other party's creditworthiness), whether or not then due, Sprague may demand adequate assurance of performance as permitted by applicable law, meaning sufficient security in the form, amount and for the term reasonably acceptable to Sprague, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security) and Buyer shall give such adequate assurance within two (2) business days. In the event that a deposit is required, Sprague will pay interest as may be required by applicable laws and/or regulations. Buyer agrees to provide such financial information, financial statements, annual reports, securities filings and credit authorizations as Sprague shall reasonably and from time to time request for the purpose of assessing and monitoring Buyer's financial condition and credit worthiness.

15. **Breach of Performance Obligations**

a. **Payment Failure.** If Buyer breaches its obligation to pay Sprague's invoice when due, Sprague, without penalty, after giving written notice to Buyer and a two (2) business day cure period, may terminate this Agreement and any outstanding Transaction Confirmation. Sprague may also elect the Non-Defaulting Party's rights as set forth in Section 17.

b. **Delivery Failure.** If Sprague breaches its obligation to deliver Gas on any day, Buyer shall in good faith use commercially reasonable efforts to purchase the most economic replacement fuel, whether Gas or an alternative fuel, in the undelivered amount, from a third party. Buyer's sole and exclusive remedy for such breach, however, shall be payment from Sprague in an amount equal to any positive difference between the purchase price paid by Buyer to a third party for Gas (in an amount not exceeding that which Sprague failed to deliver), if any, adjusted for commercially reasonable differences in transportation costs to or from the delivery point(s) less the Price for the amount of Gas Sprague failed to deliver.



- c. **Receipt Failure.** If Buyer breaches its obligation to receive Gas on any day, Sprague shall in good faith use commercially reasonable efforts to sell the Gas to a third party. Sprague's sole and exclusive remedy, however, is payment from Buyer in the amount equal to any positive difference between the Price for the amount of Gas Buyer failed to receive, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), less the price received for any amount of the Gas sold to a third party, if any.
- d. Any amount due under this Section 15 shall be payable five (5) business days after presentation of the performing party's invoice, which shall set forth the basis upon which the amount was calculated. Imbalance Charges shall only be recovered pursuant to Section 8.
- e. Notwithstanding any terms to the contrary in this section or in the Agreement, Sprague shall abide by all notice and cure period as required by all applicable laws and regulations.

16. **Events of Default.** An "Event of Default" shall occur when a party (the "**Defaulting Party**") or its guarantor:
- a. makes an assignment or any general arrangement for the benefit of creditors;
 - b. files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
 - c. otherwise becomes bankrupt or insolvent (however evidenced);
 - d. is unable to pay its debts as they fall due;
 - e. has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; or
 - f. fails to perform any obligation to the other party with respect to Sections 13 or 14.

17. **Non-Defaulting Party's Rights.** When an Event of Default occurs or Buyer breaches its obligation to pay Sprague's invoice after the cure period given in Section 15a., the other party (the "**Non-Defaulting Party**") shall have the right, at its sole election, in addition to any and all other available remedies under this Agreement, to immediately withhold and/or suspend deliveries or payments upon written notice and/or to terminate and liquidate the transactions under the Agreement, in the following manner:

- a. The Non-Defaulting Party shall give notice to the Defaulting Party of the "**Early Termination Date**", such date being five (5) days from the date of the notice, of all transactions under this Agreement, each being a "**Terminated Transaction**". On the Early Termination Date, all transactions will terminate, except those transactions, if any, that may not be liquidated and terminated under applicable law or are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("**Excluded Transactions**"). The Excluded Transactions must be liquidated and terminated as soon as reasonably practicable, and upon termination shall be treated as Terminated Transactions. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of this Section.
- b. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (1) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any imbalance charges), for which payment under this Agreement has not yet been made; and (2) the Market Value, as defined below, of each Terminated Transaction.
- c. The Non-Defaulting Party shall (1) liquidate and accelerate each Terminated Transaction at its Market Value, so that the amount equal to the difference between such Market Value and the Transaction Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Transaction Value and due to Sprague if the opposite is the case; and (2) where appropriate, discount each amount then due to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions). The Non-Defaulting party shall also be



entitled to recover costs incurred due to termination and liquidation under this Section 17, including but not limited to broker and hedge-related costs and direct costs, but not indirect costs, provided there shall be no duplication of costs and damages.

d. **"Transaction Value"** means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Price, and **"Market Value"** means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, parties need not enter into replacement transaction(s); rather, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Transaction Values and Market Values. Any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Transaction Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

e. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts the parties owe under this Section 17, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the **"Net Settlement Amount"**). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any credit support obligation relating to the Agreement; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties. As soon as practicable after a liquidation, the Non-Defaulting Party shall give written notice to the Defaulting Party of the Net Settlement Amount and to which party it is due, including a reasonably detailed explanation of the calculation of such amount. Any failure to give such notice shall not affect the validity or enforceability of the liquidation or give rise to any claim between the parties. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such notice, but not earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue at the rate of one and a half percent (1½ %) monthly or the maximum applicable lawful interest rate, if lower.

f. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 17.e. is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 17.e. shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

g. *Separate Netting Agreement.* With respect to this Section 17, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions of the separate netting agreement shall prevail to the extent inconsistent herewith.

h. *Exclusive Remedy.* The Non-Defaulting Party's remedies under this Section 17 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Agreement.



18. **Forward Contract.** The parties specifically agree that any transaction under the Agreement are "forward contracts" as such term is defined in the United States Bankruptcy Code and that each party is a "forward contract merchant" as such term is defined in the United States Bankruptcy Code. Each party further agrees that the other party is not a "utility" as such term is used in 11 U.S.C. Section 366, and each party agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. Section 366 in any bankruptcy proceeding involving such party.

19. **Force Majeure.** Except with regard to a party's obligation to make payment(s) due under Sections 8, 10, 15 and 17, neither party shall be liable to the other for failure to perform an obligation; to the extent such failure was caused by Force Majeure. "Force Majeure" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, acts of terrorism or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Sprague and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Neither party shall be entitled to the benefit of this Section 19 to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Sprague's ability to sell Gas at a higher or more advantageous price, Buyer's ability to purchase Gas at a lower or more advantageous price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iii) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in this Section; or (iv) the loss or failure of Sprague's gas supply or depletion of reserves, except, in either case, as provided in this Section. The party claiming Force Majeure shall not be excused from its responsibility for imbalance charges or penalties. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide immediate notice to the other party orally and, as soon as reasonably possible, in writing with reasonably full particulars of the event or occurrence. Upon providing such notice, the party claiming Force Majeure will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event. If one event of Force Majeure continues for forty-five (45) days or more, either party may terminate the Agreement and any Transaction Confirmation upon giving notice to the other party.

20. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Transaction Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Transaction Confirmation at any time, or to entirely terminate this Agreement and/or the Transaction Confirmation, without penalty, upon sixty (60) days' notice.

21. **Waiver and Severability.** The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver or any subsequent breach of such provision or the waiver of the provision itself. Should a court of competent jurisdiction hold any provision of this Agreement invalid, illegal or unenforceable, that provision



shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

22. **Integration and Assignability.** This Agreement contains the entire understanding of the parties, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. Buyer may not assign this Agreement without Sprague's prior written approval; such approval will not be unreasonably withheld.

23. **Confidentiality.** Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this Agreement or any Transaction Confirmation to a third party (other than the party's employees, lenders, royalty owners, counsel, consultants, and accountants, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Agreement, provided such disclosure is necessary and such persons have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Agreement, (iii) to the extent necessary to implement any transaction, (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index, or (v) to third-party credit rating agencies in conjunction with the evaluation and/or review of Buyer's creditworthiness. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Agreement is not subject to this confidentiality obligation. Subject to Section 24, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The parties shall keep the terms of any transaction hereunder confidential for one year from the expiration of the transaction. If a governmental body or applicable law requires the disclosure, the party subject to the requirement shall promptly notify the other party prior to the disclosure and cooperate with the other party in any efforts to obtain protective orders or similar restraints with respect to the disclosure.

24. **Limitations.**

SPRAGUE PROVIDES NO WARRANTY, EXPRESSED OR IMPLIED, WHETHER ORAL OR WRITTEN, OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OTHERWISE. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION CONFIRMATION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR SPECIFIC PERFORMANCE, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES HEREBY INTEND THAT THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IN THIS AGREEMENT BE WITHOUT REGARD TO THE CAUSE(S) RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OBTAINING AN ADEQUATE REMEDY IS OTHERWISE INCONVENIENT, AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

25. **Governing Law.** This Agreement and any Transaction Confirmation shall be governed by and interpreted in accordance with the laws of the State of New Hampshire, excluding its conflicts and law of principles. The parties consent to the jurisdiction of the New Hampshire courts to resolve any disputes under this Agreement or any Transaction Confirmation and hereby waive any right to a jury trial.



26. **Headings.** The headings and subheadings contained in this Agreement are used solely for convenience and shall not be used to construe or interpret the provisions of this Agreement.

27. **Counterparts.** This Agreement, and any Transaction Confirmation hereunder, may be executed in multiple counterparts. The parties further agree that facsimile, fax and other mechanically or electronically produced counterparts and signatures of this Agreement or on any Transaction Confirmation may, for all purposes, be relied upon by the other as if originals.

28. **Authorized Representative.** This Agreement is executed by an authorized representative of each party.

29. **Ambiguities Neutrally Construed.** This Agreement is the result of negotiations among, and has been reviewed by, each party and its respective counsel. Moreover, Buyer acknowledges and agrees that Gas is available from multiple other sources at competitive prices, and that this Agreement was freely entered into by it, notwithstanding the availability of such Gas from other sources. Accordingly, this Agreement shall be deemed to be the product of each party, and no ambiguity shall be construed in favor of or against any party.

30. **Customer Authorization.** Buyer authorizes Sprague to obtain and review information regarding Buyer's credit history from credit reporting agencies as well as provide information to such credit reporting agencies as part of Sprague's standard reporting activities, and the following information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Sprague to determine whether it will commence and/or continue to provide energy supply service to Buyer and will not be disclosed to a third-party in accordance with Section 23. Buyer's execution of this Agreement shall constitute authorization for the release of this information to Sprague. This authorization will remain in effect during the term of this Agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration at the address given in Section 11 Notice or by calling Contracts Administration at the telephone given in Section 11 Notice. Sprague reserves the right to cancel this Agreement in the event Buyer rescinds the authorization. Additionally, Buyer hereby approves Sprague's forwarding of marketing materials to Buyer. In the event that Buyer elects to "opt out" and no longer receive such marketing materials, Buyer may cancel by emailing its opt-out request directly to Sprague's Customer Care Department at: CustomerCare@spragueenergy.com

Sprague Operating Resources LLC

Buyer's Legal Name

By: _____
Name: Brian Weego
Title: Vice President, Natural Gas
Date: _____

By: Sample Only – DO NOT SIGN
Name: _____
Title: _____
Date: _____



**Addendum A
to the
NATURAL GAS SALES AGREEMENT
Between
Sprague Operating Resources LLC and Buyer's Legal Name
dated Click or tap to enter agreement date**

DELIVERY LOCATION:

<u>ACCOUNT #</u>	<u>ADDRESS- Street, City, State, Zip Code</u>	<u>LDC</u>

(Utility account number is being provided above for reference purposes only and may be subject to change)

SAMPLE



**EXHIBIT A
 SPRAGUE OPERATING RESOURCES LLC
 Or
 SPRAGUE ENERGY SOLUTIONS INC.
 NATURAL GAS TRANSACTION CONFIRMATION**

Date: _____ Buyer Fax Nbr: _____
 Buyer: _____ Agreement Date: _____
 Attn: _____ Contract Nbr: MANGRA161301
 Deal: _____

This Transaction Confirmation is made pursuant to the terms and conditions of Sprague Operating Resources LLC or Sprague Energy Solutions Inc. Natural Gas Sales Agreement ("Agreement") entered into between the parties and dated [add date]. In the event that the parties have not executed an agreement governing this sale of natural gas, this Transaction Confirmation shall be subject to the Sprague Operating Resources LLC or Sprague Energy Solutions Inc. Natural Gas Sales Agreement's terms and conditions, which the parties agree Sprague has provided to Buyer. As already orally agreed, Sprague and Buyer agree to the following transaction terms:

Delivery Period	Contract Quantity (MMBTU/day)	Price*	Delivery Information **
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* The Price shall also include any other charges set forth herein and all applicable Taxes, as defined in the Agreement.
 ** The Delivery Information may include local distribution company ("LDC"), delivery pipeline, transportation tariff and other information relevant to natural gas delivery. Unless otherwise specified, the Delivery Point is the citygate interconnection between the LDC and delivery pipeline.

Payment Terms:

Transaction Terms:

Buyer may accept this Transaction Confirmation by signing below and faxing it to Sprague at 603-430-5320. Buyer shall be solely responsible for notifying Sprague in writing of any inaccuracies in this Transaction Confirmation not more than two (2) business days from Buyer's receipt of the Transaction Confirmation and a failure to do so shall be deemed an acceptance of this Transaction Confirmation.

**Sprague Operating Resources LLC or
 Sprague Energy Solutions Inc.**

Buyer

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Account Manager: Salesman - (phone) () - _____



**SPRAGUE OPERATING RESOURCES LLC
NATURAL GAS TRANSACTION CONFIRMATION**

Date: _____ Buyer Fax Nbr: _____
Buyer: _____ Facility Location: _____
Attn: _____ (Utility account numbers are being provided above for reference
Purposes only and may be subject to change.)
Deal: _____

This Transaction Confirmation is made pursuant to the attached Natural Gas General Terms & Conditions which are incorporated herein and binding upon the parties. As already orally agreed, Sprague and Buyer agree to the following transaction terms:

Delivery Period	Contract Quantity (MMBTU/day)	Price* (per MMBTU)	Delivery Information **

* The Price shall also include any other charges set forth herein and all applicable Taxes as defined in the General Terms & Conditions.
** The Delivery Information may include local distribution company, delivery pipeline, transportation tariff and other information relevant to natural gas delivery. Unless otherwise specified, the Delivery Point is the citygate interconnection between the LDC and delivery pipeline.

Payment Terms:

Transaction Terms:

Buyer shall be solely responsible for notifying Sprague in writing of any inaccuracies in this Transaction Confirmation not more than two (2) business days from Buyer's receipt of the Transaction Confirmation and a failure to do so shall be deemed an acceptance of this Transaction Confirmation. Buyer may confirm its agreement to the terms and conditions set forth in this Transaction Confirmation by signing below and faxing it to Sprague at 603-430-5320.

Sprague Operating Resources LLC

Buyer:

By: _____

By: _____

Title: Managing Director, Natural Gas Marketing

Title: _____

Date: _____

Date: _____

Account Manager: _____ - (phone)



NATURAL GAS GENERAL TERMS & CONDITIONS

1. **Service.** Sprague agrees to sell and deliver to Buyer, and Buyer agrees to receive and purchase from Sprague, natural gas (“Gas”) on the terms and conditions set forth in the Transaction Confirmation and herein. Each sale shall be on a firm basis unless otherwise stated in the Transaction Confirmation, meaning that either party may interrupt its performance without liability only to the extent that Force Majeure applies as described herein.
2. **Transportation.** Sprague shall be solely responsible for transporting the Gas to the delivery point(s) set forth in the Transaction Confirmation. Buyer shall be solely responsible for transporting and handling the Gas from such delivery point(s).
3. **Quality and Measurement.** Sprague shall deliver all Gas in compliance with the quality and measurement specifications as set forth in the tariff of the Transporter delivering the Gas to Buyer. “Transporter” shall mean all Gas gathering or pipeline companies, or local distribution companies, transporting Gas for Sprague or Buyer upstream or downstream, respectively, of the delivery point pursuant to the Transaction Confirmation.
4. **Nominations and Scheduling.** Buyer shall give Sprague prior notice of the quantities of Gas to be delivered that is sufficient to meet the requirements of each Transporter involved in the transaction. If Buyer fails to give such notice, Sprague may use the best available information to determine the quantities of Gas to be delivered, but Sprague shall not be liable in any way for any resulting imbalance charge or penalty. Any such imbalance charge or penalty shall be Buyer’s sole responsibility under Section 6. Should a party become aware that an actual delivery at a delivery point is greater or lesser than the nominated volumes of Gas scheduled to be delivered, such party shall promptly notify the other party.
5. **Notice of Operational Change.** Buyer shall immediately notify Sprague of any event reasonably known to Buyer that may materially increase or decrease Buyer’s Gas usage, i.e. addition or removal of gas-fire equipment, other equipment installations or changes, outages, shutdowns, repairs, openings or closings, changes in operating hours or production schedules. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices Buyer receives from a pipeline or utility requiring the interruption or curtailment of Buyer’s Gas usage.
6. **Imbalances.** The parties shall use commercially reasonable efforts to avoid imbalance charges or penalties. If a Transporter invoices Buyer or Sprague for an imbalance charge or penalty, the parties shall determine the validity of the charge. Upon request, Buyer shall provide to Sprague copies of Buyer’s Transporter statements, reports or meter readings related to any Gas deliveries performed under this Agreement. If the charge or penalty is determined valid, the party responsible for the imbalance charge or penalty shall be obligated to pay such charge or penalty. If either party pays a charge or penalty caused by the other party, upon receipt of notice, the other party shall reimburse such party the amount paid in accordance with such notice.
7. **Taxes.** Sprague shall pay or cause to be paid all taxes (including but not limited to sales, use, distribution, excise, gross receipts, or other taxes), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority (“Taxes”) on or with respect to the Gas prior to the delivery point(s). Buyer shall pay or cause to be paid all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). If a party is required to remit or pay Taxes due by the other party under this Agreement, upon receipt of notice, the other party shall promptly reimburse the party the amount paid. If a party is entitled to an exemption from any Taxes, such party shall promptly furnish the other party with any necessary supporting documentation.



8. **Pricing and Billing.**

- a. *Price.* The “Price” Buyer shall pay Sprague for Gas shall be the price and other charges as set forth in the applicable Transaction Confirmation, as well as any Taxes.
- b. *Billing.* Sprague shall invoice Buyer as specified in the Transaction Confirmation for Gas delivered. If the actual quantity delivered is unknown to Sprague by the invoice date, Sprague will prepare the invoice based upon the best available information including nominated volumes. Buyer shall pay Sprague the invoiced amount on or before the due date, and Sprague shall make any necessary adjustment upon discovering the actual quantities by adjusting the invoiced quantity to the actual quantity in the next invoice.
- c. *Interest Rate.* Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or an interest rate as otherwise agreed in the Transaction Confirmation on any late payment or the maximum legal rate, if lower.
- d. *Invoices Presumed Final.* All invoices shall be conclusively presumed final and accurate. Buyer shall waive any associated claim for an inaccurate invoice and/or overpayment unless, within two (2) months from the date of the Gas delivery, in good faith, Buyer objects to the invoice in writing, including an adequate explanation and supporting industry-acceptable documentation. However, the last Transporter’s meter reading shall control for the purpose of determining an invoice’s accuracy, and the Buyer shall not dispute a Sprague invoice based on a meter reading unless it possesses documentation from the Transporter, verifying an error in the meter reading and setting forth the accurate meter reading. Retroactive adjustments under this Section shall be invoiced accordingly. If the parties cannot resolve any invoice dispute, either party may pursue any remedy available at law or in equity to enforce its rights subject to Section 21. Nothing in this Section shall be deemed to preclude Sprague from making a retroactive adjustment of an invoice within a reasonable time of receiving information from the last Transporter, indicating an error in a prior invoice, regardless of the original invoice date.
- e. *Netting.* The parties shall net all undisputed amounts due and owing, and/or past due, such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with this Section 8; provided that no payment required to be made pursuant Sections 14(b) and (c) shall be subject to netting under this Section.

9. **Notice.** All notices shall be in writing and may be sent by facsimile, electronic mail, a nationally recognized overnight courier service, or first class mail or hand delivery to the party for whom intended. Notices to the Buyer shall be sent to the address provided by such party or the last known address. Notices to Sprague shall be sent to the following address:

Sprague Operating Resources LLC
Attn: Contract Administration
185 International Drive
Portsmouth, NH 03801
Fax#: (603) 430-5320
Email: ContractAdministrationGroup@spragueenergy.com

Notice shall be deemed given when received on a business day by the addressee. In the absence of proof of the actual receipt date, the following presumptions apply. Notices sent by facsimile shall be deemed received upon the sending party’s receipt of its facsimile machine’s confirmation of successful transmission if on a business day and, if not, on the next following business day. Notice sent by electronic mail shall be sent with a request for a reply email and deemed received on the day sent if a business day and, if not, on the next following business day so long as the sending party does not receive notification that the electronic mail did not reach the intended recipient. Upon receipt of an email from the other party, the recipient shall also have a duty to send a reply email confirming receipt. However, a failure to include the request



for a reply email or a failure to send a reply email confirming receipt will not alter the day notice is deemed to have occurred via electronic mail under this Section. Notice by overnight mail or courier shall be deemed to have been received on the next business day following the day it was sent or an earlier time if confirmed by the receiving party. Notice via first class mail shall be deemed delivered five (5) business days after mailing.

10. **Credit.** Sprague and Buyer agree that the Transaction Confirmation is conditioned upon Buyer meeting Sprague's credit requirements as may be established, and amended, from time to time. Buyer acknowledges and agrees that the price of natural gas is volatile and this Agreement imposes an obligation on Buyer that Sprague's expectation of receiving due performance will not be impaired. Buyer therefore agrees that Sprague, in its sole discretion, may at any time, without notice, increase or decrease Buyer's credit requirements. Sprague's continued performance of its obligations under this Agreement and any Transaction Confirmation shall be contingent upon Buyer continuing to meet its credit requirements, as determined by Sprague, at all times

11. **Adequate Assurance.** If Sprague has reasonable grounds for insecurity regarding Buyer's performance of any obligation under the Transaction Confirmation (including, without limitation, the occurrence of a material change in the other party's creditworthiness), whether or not then due, Sprague may demand adequate assurance of performance, meaning sufficient security in the form, amount and for the term reasonably acceptable to Sprague, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security) and Buyer shall give such adequate assurance within one (1) business day. Buyer agrees to provide such financial information, financial statements, annual reports, securities filings and credit authorizations as Sprague shall reasonably and from time to time request for the purpose of assessing and monitoring Buyer's financial condition and credit worthiness.

12. **Breach of Performance Obligations**

a. **Payment Failure.** If Buyer breaches its obligation to pay Sprague's invoice when due, Sprague, without penalty, may immediately suspend performance without further notice to Buyer and/or terminate the Transaction Confirmation upon giving written notice to Buyer. Sprague may also elect the Non-Defaulting Party's rights as set forth in Section 14.

b. **Delivery Failure.** If Sprague breaches its obligation to deliver Gas on any day, Buyer shall in good faith use commercially reasonable efforts to purchase the most economic replacement fuel, whether Gas or an alternative fuel, in the undelivered amount, from a third party. Buyer's sole and exclusive remedy for such breach, however, shall be payment from Sprague in an amount equal to any positive difference between the purchase price

paid by Buyer to a third party for Gas (in an amount not exceeding that which Sprague failed to deliver), if any, adjusted for commercially reasonable differences in transportation costs to or from the delivery point(s) less the Price for the amount of Gas Sprague failed to deliver.

c. **Receipt Failure.** If Buyer breaches its obligation to receive Gas on any day, Sprague shall in good faith use commercially reasonable efforts to sell the Gas to a third party. Sprague's sole and exclusive remedy, however, is payment from Buyer in the amount equal any positive difference between the Price for the amount of Gas Buyer failed to receive, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), less the price received for any amount of the Gas sold to a third party, if any.

d. Any amount due under this Section 12 shall be payable five (5) business days after presentation of the

performing party's invoice, which shall set forth the basis upon which the amount was calculated. Imbalance Charges shall only be recovered pursuant to Section 6.



13. **Events of Default.** An "Event of Default" shall occur when a party (the "**Defaulting Party**") or its guarantor:
- makes an assignment or any general arrangement for the benefit of creditors;
 - files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;
 - otherwise becomes bankrupt or insolvent (however evidenced);
 - is unable to pay its debts as they fall due;
 - has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; or
 - fails to perform any obligation to the other party with respect to Sections 10 or 11.
14. **Non-Defaulting Party's Rights.** When an Event of Default occurs or Buyer breaches its obligation to pay Sprague's invoice when due under Section 12.a., the other party (the "**Non-Defaulting Party**") shall have the right, at its sole election, in addition to any and all other available remedies under this Agreement, to immediately withhold and/or suspend deliveries or payments upon written notice and/or to terminate and liquidate the transactions under the Transaction Confirmation, in the following manner:
- The Non-Defaulting Party shall give notice to the Defaulting Party of the "**Early Termination Date**", such date being five (5) days from the date of the notice, of all transactions under this Agreement, each being a "**Terminated Transaction**". On the Early Termination Date, all transactions will terminate, except those transactions, if any, that may not be liquidated and terminated under applicable law or are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("**Excluded Transactions**"). The Excluded Transactions must be liquidated and terminated as soon as reasonably practicable, and upon termination shall be treated as Terminated Transactions. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of this Section.
 - As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (1) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any imbalance charges), for which payment under the Transaction Confirmation has not yet been made; and (2) the Market Value, as defined below, of each Terminated Transaction.
 - The Non-Defaulting Party shall (1) liquidate and accelerate each Terminated Transaction at its Market Value, so that the amount equal to the difference between such Market Value and the Transaction Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Transaction Value and due to Sprague if the opposite is the case; and (2) where appropriate, discount each amount then due to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions). The Non-Defaulting party shall also be entitled to recover costs incurred due to termination and liquidation under this Section, including but not limited to broker and hedge-related costs and direct costs, but not indirect costs, provided there shall be no duplication of costs and damages.
 - "**Transaction Value**" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Price, and "**Market Value**" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the



Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, parties need not enter into replacement transaction(s); rather, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Transaction Values and Market Values. Any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Transaction Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

e. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts the parties owe under this Section 14, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "**Net Settlement Amount**"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any credit support obligation relating to the Agreement; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties. As soon as practicable after a liquidation, the Non-Defaulting Party shall give written notice to the Defaulting Party of the Net Settlement Amount and to which party it is due, including a reasonably detailed explanation of the calculation of such amount. Any failure to give such notice shall not affect the validity or enforceability of the liquidation or give rise to any claim between the parties. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such notice, but not earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue at the rate of one and a half percent (1½ %) monthly or the maximum applicable lawful interest rate, if lower.

f. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 14.e. is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 14.e. shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

g. *Separate Netting Agreement.* With respect to this Section 14, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions of the separate netting agreement shall prevail to the extent inconsistent herewith.

h. *Exclusive Remedy.* The Non-Defaulting Party's remedies under this Section 14 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Agreement.

15. **Forward Contract.** The parties agree that a transaction hereunder constitutes a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Sprague are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.



16. **Force Majeure.** Except with regard to a party's obligation to make payment(s) due under Sections 6, 8, 12 and 14, neither party shall be liable to the other for failure to perform an obligation, to the extent such failure was caused by Force Majeure. "Force Majeure" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, acts of terrorism or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Sprague and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Neither party shall be entitled to the benefit of this Section 16 to the extent performance is affected by any or all of the following circumstances: (i) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship, to include, without limitation, Sprague's ability to sell Gas at a higher or more advantageous price, Buyer's ability to purchase Gas at a lower or more advantageous price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iii) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in this Section; or (iv) the loss or failure of Sprague's gas supply or depletion of reserves, except, in either case, as provided in this Section. The party claiming Force Majeure shall not be excused from its responsibility for imbalance charges or penalties. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide immediate notice to the other party orally and, as soon as reasonably possible, in writing with reasonably full particulars of the event or occurrence. Upon providing such notice, the party claiming Force Majeure will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event. If one event of Force Majeure continues for forty-five (45) days or more, either party may terminate the Agreement and any Transaction Confirmation upon giving notice to the other party.

17. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all valid local, state and federal laws and orders, directives, rules and regulations of any governmental body or official having jurisdiction. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority of competent jurisdiction relating to the failure of such party to comply with any applicable governmental law, rule or regulation. In the event any governmental authority or any law, rule, regulation, ordinance or an order of any court, tribunal or regulatory authority of competent jurisdiction adversely and materially impacts Sprague's ability to perform under this Agreement and/or any Transaction Confirmation, Sprague shall have the right, at its option, in its sole discretion, to either attempt to renegotiate the terms of this Agreement and/or the Transaction Confirmation at any time, or to entirely terminate this Agreement and/or the Transaction Confirmation, without penalty, upon sixty (60) days' notice.

18. **Waiver and Severability.** The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver or any subsequent breach of such provision or the waiver of the provision itself. Should a court of competent jurisdiction hold any provision of this Transaction Confirmation invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Transaction Confirmation shall otherwise remain in full force and effect and enforceable.



19. **Integration and Assignability.** The Transaction Confirmation, including these general terms and conditions, contains the entire understanding of the parties, shall supersede any other oral or written agreements, and shall be binding upon and inure to the benefit of the parties' successors and assigns. It may not be modified in any way without the written consent of both parties. Neither party shall have the right to assign the Transaction Confirmation in whole or in part without the other party's written consent, such consent not to be unreasonably withheld.

20. **Confidentiality.** Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of the Transaction Confirmation to a third party (other than the party's employees, lenders, royalty owners, counsel, and accountants, or prospective purchasers of all or substantially all of a party's assets or of any rights under the Transaction Confirmation, provided such disclosure is necessary and such persons have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of the Transaction Confirmation, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of the Transaction Confirmation is not subject to this confidentiality obligation. Subject to Section 21, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The parties shall keep the terms of any transaction hereunder confidential for one year from the expiration of the transaction. If a governmental body or applicable law requires the disclosure, the party subject to the requirement shall promptly notify the other party prior to the disclosure and cooperate with the other party in any efforts to obtain protective orders or similar restraints with respect to the disclosure.

21. **Limitations.**

A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS EXPRESSLY PROVIDED IN THE TRANSACTION CONFIRMATION, INCLUDING THESE GENERAL TERMS AND CONDITIONS, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION CONFIRMATION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR SPECIFIC PERFORMANCE, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. THE PARTIES HEREBY INTEND THAT THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES IN THE TRANSACTION CONFIRMATION, INCLUDING THESE GENERAL TERMS AND CONDITIONS, BE WITHOUT REGARD TO THE CAUSE(S) RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OBTAINING AN ADEQUATE REMEDY IS OTHERWISE INCONVENIENT, AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

22. **Governing Law.** The Transaction Confirmation shall be governed by and interpreted in accordance with the laws of the State of New Hampshire, excluding its conflicts and law of principles. The parties consent to the jurisdiction of the New Hampshire courts to resolve any disputes under the Transaction Confirmation and hereby waive any right to a jury trial.

23. **Headings.** The headings and subheadings contained in these general terms and conditions are used solely for convenience and shall not be used to construe or interpret the provisions herein.

Seller: Sprague Operating Resources LLC ("Sprague") 185 International Drive Portsmouth, NH 03801 www.spragueenergy.com		Buyer/Customer: Distribution Utility Account Number(s): See Exhibit A
Account Manager: Attention: Contract Administration Department Phone: (844) 994-3835 Fax: (603) 430-5320 Email: contractadministrationgroup@spragueenergy.com	Docket Number: DM12-022	Attention: Phone: Fax: Contact Email:
Remit Payment To: Sprague Operating Resources LLC PO Box 782532 Philadelphia, PA 19178-2532	Send Invoices To: Attn: Invoice Email:	
Governing Law: New Hampshire		Service Location(s): See attached
Initial Term:	Delivery Point:	
Quantity: Buyer's full requirements for natural gas service at the Service Location(s).		
Price: The Price by utility account is applicable to the volumes specified under Monthly Contract Quantity ("MCQ") shown in Exhibit A plus or minus any imbalances resulting from normal operations. Any volumes consumed outside the specified Initial Term of this Agreement will be invoiced at a market-based rate.		
Customer Authorization: Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies as well as provide information to such credit reporting agencies as part of Seller's standard reporting activities, and the following information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Seller to determine whether it will commence and/or continue to provide energy supply service to Buyer. Buyer's execution of this agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the term of the agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration. Seller reserves the right to cancel the agreement in the event Buyer rescinds the authorization. Upon the execution of this Agreement, Customer authorizes Seller to enroll Customer's account(s) with its local distribution company ("LDC") as of a date that is within 30 days prior to, or after, the start of the Initial Term. Additionally, Buyer hereby approves Seller's forwarding of marketing materials to Buyer. In the event that Buyer elects to "opt out" and no longer receive such marketing materials, Buyer may cancel by emailing its opt-out request directly to Seller's Customer Care Department at: CustomerCare@spragueenergy.com .		
Customer Service: During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.		
Additional Provisions:		
(855) 327-7758 Contact Information: In the event of a natural gas emergency, Buyer should contact their local gas utility at (855) 327-7758. To receive details on the terms of default service, Buyer should contact their local distribution company. For a list of local distribution companies and their contact information, visit the New Hampshire Public Utilities Commission Public Utilities Commission's website at: http://www.puc.state.nh.us/ or write: New Hampshire Public Utilities Commission, 21 S. Fruit Street, Suite 10, Concord, NH 03301 or phone: (603) 271-2431.		
This Natural Gas Retail Sales Agreement ("Agreement ") shall be subject to the attached Natural Gas "Terms of Service" and may be executed in multiple counterparts. The parties may rely upon facsimile or electronically-produced counterparts and signatures of this Agreement as if originals. This Agreement shall not become effective unless accepted by Sprague. Buyer hereby authorizes its LDC to provide Sprague with all information regarding Buyer's gas requirements and that which is		

necessary for Sprague to perform its obligations hereunder. Buyer further authorizes Sprague to act as its agent in dealing with the LDC.

SEEN AND AGREED:
Sprague Operating Resources LLC
Signature: _____
Print Name: Sener E. Pašalić
Title: Managing Director, Natural Gas & Power Sales
Date: _____

SEEN AND AGREED:
Signature: _____
Print Name: _____
Title: _____
Date: _____

Natural Gas "Terms of Service"

1. **Delivery and Damages.** Natural gas ("Gas") is sold hereunder on a firm basis, meaning that either party may interrupt its performance without liability only when Force Majeure applies under Section 9. For any day that Sprague fails to deliver Gas or Buyer fails to receive Gas, the performing party shall be entitled to damages from the other party equal to the cost of cover plus any transportation and/or imbalance charges or \$0.09 per therm multiplied by the number of therms which should have been received or delivered that day, whichever is greater.

2. **Term.** The initial term shall commence as of the first date of service, which will occur in accordance with the LDC's tariff, rules and regulations. Upon the conclusion of the initial term, this Agreement shall automatically renew on a month-to-month basis at a rate equal to a market based price plus any applicable LDC capacity and/or supply costs until terminated by either party giving at least 30 days' prior written notice to the other party; provided, however, that Buyer shall remain liable for Gas supplied by Sprague pursuant to the terms of this Agreement until such service can be terminated in accordance with the LDC's tariff, rules and regulations.

3. **Termination Event.** Sprague may terminate this Agreement upon 10-days' written notice to Buyer (and subject to the LDC's tariff, rules and regulations) if the Buyer a) commences a proceeding under any bankruptcy or similar law for the protection of its creditors or such proceeding is commenced against Buyer; b) otherwise becomes bankrupt or insolvent (however evidenced); or c) fails to pay Sprague's invoice when due. Upon termination, Buyer shall pay Sprague the cost of cover plus any applicable LDC capacity related costs and/or imbalance charges or \$0.09 per therm multiplied by the number of therms in the remaining term, whichever is greater. Buyer shall be liable for all costs and reasonable attorney fees incurred by Sprague in collecting overdue payment from Buyer. Notwithstanding any terms to the contrary in this Agreement, Sprague shall abide by all notice and cure periods as required by all applicable laws and regulations.

4. **Transportation, Nominations and Scheduling.** Sprague will deliver Gas in compliance with the applicable tariff's quality and measurement specifications and transport it to the delivery point(s), at which title shall pass to Buyer and Buyer will be responsible for transporting the Gas from such delivery point. Sprague expressly disclaims all other warranties of quality or fitness for a particular purpose. Buyer shall be responsible for all imbalance charges, penalties or other fees except those resulting from Sprague's failure to reasonably nominate and schedule Gas for Buyer. Upon request, Buyer shall provide to Sprague copies of Buyer's LDC statements, reports or meter readings.

5. **Operational Change.** Buyer shall immediately notify Sprague of any event that may materially alter Buyer's Gas usage, i.e. equipment installations, repairs, shutdowns, or production schedule changes. Buyer shall also immediately notify Sprague of, and fully comply with, all curtailment or interruption orders or similar notices. If a known event exceeds one month in duration, Sprague may renegotiate this agreement and terminate this agreement if a satisfactory renegotiation cannot be completed within 30 days. In the event of a material change, as determined by Seller, to either the operational or market dynamics in existence at the date on which this Agreement is executed, Sprague reserves the right to charge or credit a market-based price for any imbalances in excess of 25% of the daily pro-rata share of a defined MCQ.

6. **Taxes.** Sprague shall pay all taxes (including but not limited to sales, use, distribution, excise, or gross receipts), fees, levies, penalties, licenses or charges imposed, whether now or in the future, by any government authority ("Taxes") on or with respect to the Gas prior to the delivery point(s). Buyer shall pay all Taxes, whether stated separately or as part of the price, on or with respect to the Gas at and after the delivery point(s). Any party entitled to an exemption from any Taxes must furnish the other party with supporting documentation.

7. **Billing and Payment.** Sprague shall monthly invoice Buyer for delivered Gas based upon the best available information, including nominated

volumes. Buyer shall make full payment within fifteen (15) days of the invoice date, and Sprague shall make any necessary adjustment in the invoice following discovery of the actual quantities. If the Buyer's LDC billing cycle is not based on a calendar month, Sprague shall establish a single price for the billing cycle on the closing date based on the applicable monthly prices. Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly or the maximum legal rate, if lower, on any late payment. The LDC's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute an invoice based on a meter reading absent documentation from the LDC, verifying an error in the meter reading and setting forth the accurate meter reading.

8. **Credit.** Buyer agrees to provide its financial information as Sprague reasonably requests from time to time for the purpose of assessing and monitoring Buyer's financial condition.

9. **Force Majeure.** Except for a party's payment obligation, neither party shall be liable to the other for failure to perform an obligation to the extent caused by Force Majeure, meaning acts of God, fires, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of transportation, strikes, lockouts or other industrial disturbances, acts of terrorism or war, or any other non-financial cause outside the control of the party claiming Force

Majeure. If the party claiming Force Majeure promptly notifies the other party in writing as soon as reasonably possible, such party is relieved of its obligation to deliver or receive Gas from the onset of the Force Majeure event through its duration. Sprague may prorate its available supply at an affected delivery point based on nominated volumes among Sprague's firm customers receiving Gas at such delivery point.

10. **Tariffs, Laws and Regulations.** This Agreement shall be subject to all local, state and federal laws and regulations and any applicable order of a governmental body or official. Each party shall indemnify, defend and hold harmless the other party from any fines, penalties, assessments or liabilities imposed by any governmental authority relating to the failure of such party to comply with any applicable law, regulation or order. In the event any law, regulation or order of any governmental authority adversely and materially impacts Sprague's ability to perform or there is an approved change to a transporter tariff and/or utility capacity assignment resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.

11. **Waiver and Severability.** No party's waiver of any breach of performance shall be deemed a waiver of any subsequent breach. Should a court of competent jurisdiction hold any provision herein invalid, illegal or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

12. **Integration and Assignability.** This Agreement contains the parties' entire understanding and supersedes any prior agreement between the parties. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns and may only be modified by written agreement between the parties. Buyer shall not assign this Agreement without Sprague's consent.

13. **Confidentiality.** Buyer shall not disclose the terms stated herein, including price, without Sprague's consent.

14. **Limitations.** Neither party shall be liable for specific performance, consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages.

15. **Governing Law; Jury Trial.** This Agreement shall be governed by and interpreted in accordance with the laws of the state identified on the first page. The parties hereby waive any right to a jury trial.

Natural Gas Sales Agreement – Exhibit A

Volumes: Buyer's Monthly Contract Quantities (stated in therms) during the Initial Term and any subsequent term shall be as follows:

Jan. 0.000	Feb. 0.000	Mar. 0.000	Apr. 0.000	May. 0.000	Jun. 0.000
Jul. 0.000	Aug. 0.000	Sep. 0.000	Oct. 0.000	Nov. 0.000	Dec. 0.000

Service Locations

Service Address	Utility Account Number	Utility Meter Number	Location Description	Capacity Assignment Quantity
				0.000

Bond No: 9147920

LICENSE OR PERMIT BOND

KNOW ALL BY THESE PRESENTS, that we, Sprague Operating Resources, LLC as Principal, and **Washington International Insurance Company**, a New Hampshire, Corporation are held and firmly bound unto New Hampshire Public Utilities Commission as Obligee, in the penal sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00), good and lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, and our heirs, executors, administrators, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has applied to said Obligee for a license or permit to do business as Natural Gas Supplier

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if Principal shall faithfully observe and honestly comply with the provisions of all Laws or Ordinances of Obligee regulating the business for which license or permit is issued, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED HOWEVER:

This bond shall continue in force until August 31st, 2022. Provided further, that regardless of the number of years this bond shall continue or continued to be in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond. This bond may be canceled by the Surety by sending notice in writing to the Obligee, stating when, not less than thirty days thereafter, liability shall terminate as to subsequent acts or omissions of the Principal.

Signed, sealed and dated this 19th day of March, 2017.

Surety: Washington International Insurance Company

Principal: Sprague Operating Resources, LLC

By: Anne M. Higginbottom
Anne M. Higginbottom Attorney-in-Fact

By: Paul Stoff

Washington International Insurance Company
North American Specialty Insurance Company
Schaumburg, IL 60173

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

WILLIAM L. LABBE, JOHN J. FEITELBERG, CATHERINE H. LAWRENCE, LINDA MERENGUELLI,
BRAD TAYLOR, ANNE M. HIGGINBOTTOM, BARRY J. HORGAN, and ALYSSA R. MICHAEL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be herunto affixed, and these presents to be signed by their authorized officers this 9th day of October, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 9th day of October, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of March, 2017.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

21-040-CF-I

7.1 FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)

THIS AGREEMENT is made and entered into as of the ___ day of November, 2021, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and SPRAGUE OPERATING RESOURCES LLC, hereinafter referred to as "Shipper". Granite State and Shipper shall collectively be referred to herein as the "Parties". The service provided hereunder shall be on behalf of the Company or Companies listed on Exhibit A hereto.

W I T N E S S E T H:

[WHEREAS clause(s) or recitals may be included to describe the historical or factual context of the Agreement, to reference a capacity release, a Precedent Agreement or other agreements between Transporter and Shipper related to the Agreement, or for similar reasons.]

WHEREAS this Agreement is entered into by a capacity release from Releasing Shipper Northern Utilities, Inc., (under Contract No. 19-100-FT-NN) to SPRAGUE OPERATING RESOURCES LLC, the Replacement Shipper.

That in consideration of the premises and mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
QUANTITY

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be 17,196 dekatherms for 12 consecutive months of service [If the Agreement is for seasonal service: 0 dekatherms Winter Period and 0 dekatherms Summer Period]. Any limitations of the quantities to be received at each Receipt Point and/or delivered to each Delivery Point shall be as specified on Exhibit(s) B & C attached hereto.

1.2 EQUIVALENT QUANTITY - shall mean that the quantities of gas delivered hereunder at the Delivery Point(s) shall be the thermal equivalent to the quantities at the Receipt Point(s) for transportation less, where applicable, quantities of gas for Granite State's Fuel Reimbursement associated with this transportation service.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Transportation Service - Subject to Section 2.2 below, Granite State agrees to accept and receive daily, on a firm basis, in accordance with Rate Schedule FT-1, at the Receipt Point(s), from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity.

Granite State agrees to transport and deliver to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the Equivalent Quantity received by Transporter or

for Transporter's account, on any day, less any applicable Fuel Reimbursement; provided, however, Transporter shall not be obligated to deliver at any Delivery Point on any day an Equivalent Quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

2.2 Any obligation on Granite State's part to receive, transport and deliver gas to the Delivery Point(s) for Shipper's account on a daily basis is subject to Shipper, upon Granite State's request, delivering quantities of gas to Granite State for Shipper's account at the applicable Receipt Point(s).

ARTICLE III
RECEIPT AND DELIVERY POINTS

3.1 The Receipt Point(s) and Delivery Point(s) shall be those point(s) specified on Exhibit(s) B & C attached hereto.

3.2 Shipper may supplement Receipt Point(s) and/or Delivery Point(s) provided by this Contract by submitting to Transporter a Transportation Service Request Form. Such request form, after having been fully processed and accepted by Transporter shall be deemed to have the full force and effect of a written contract and shall qualify as a supplementary written consent pursuant to Paragraph 15.3 of this Contract. Priority of transportation service to such additional Receipt and/or Delivery Point(s) shall be determined pursuant to Section 22 of the General Terms and Conditions of Granite State's FERC Gas Tariff. [This Article 3.2 is not effective if the Agreement is the result of a capacity release assigned to a Replacement Shipper, as determined by Section 26 of Transporter's General Terms and Conditions.]

ARTICLE IV
FACILITIES

All Facilities are in place to render the service provided for in this Agreement. [If facilities are to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.]

ARTICLE V
RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver or cause to be delivered to Granite State the gas to be transported hereunder at pressures sufficient to deliver such gas into Granite State's system at the Receipt Point(s), and where applicable at the Upstream Pipeline's Receipt Point(s). Granite State shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Granite State's system at the Delivery Point(s) or, where applicable, at the pressures existing in the Upstream Pipeline's system at the Delivery Point(s).

ARTICLE VI
QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new

measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) N/A attached hereto.

ARTICLE VII
RATES AND CHARGES FOR GAS TRANSPORTATION SERVICE

7.1 TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by Granite State from Shipper, the compensation to be paid by Shipper to Granite State for the transportation service provided herein shall be in accordance with Section 5 of Granite State's Rate Schedule FT-1. [If this Agreement is the result of a capacity release assigned to a Replacement Shipper, as determined by Section 26 of Transporter's General Terms and Conditions, the rate(s) paid will be the Best Bid which is Maximum Recourse Rate.]

7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to provide Granite State any applicable fuel uses and losses, Fuel Reimbursement, associated with the transportation service provided herein in accordance with Section 6 of Granite State's Rate Schedule FT-1.

7.3 NEW FACILITIES CHARGE -
N/A

7.4 INCIDENTAL CHARGES - Shipper agrees to reimburse Granite State for any filing or similar fees, which have not been previously paid by Shipper, which Granite State incurs in rendering service hereunder.

7.5 CHANGES IN RATES AND CHARGES - Granite State shall have the unilateral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule FT-1, the rate schedule pursuant to which this service is rendered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Contract.

ARTICLE VIII
BILLINGS AND PAYMENTS

Granite State shall bill and Shipper shall pay all rates and charges in accordance with Section 5 and 6, respectively, of the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE IX
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Granite State's Rate Schedule FT-1 and to the General Terms and Conditions incorporate therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate

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Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X
REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulator approvals or authorization upon terms acceptable to Granite State. This contract shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations.

ARTICLE XI
RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE XII
TERM

12.1 This Contract shall become effective as of November 1, 2021 and shall remain in force and effect until October 31, 2022. [If the Agreement is an evergreen or roll-over Agreement the evergreen period shall be the lesser of the original term of the Contract, or one year and from N/A to N/A thereafter, unless cancelled by either Party upon N/A months written notice; provided however, if the term of the Contract is less than one year, either party may terminate this Contract by providing written notice of its election at the commencement of the primary term or any secondary term of this Contract.]

12.2 Any portion of this Contract necessary to correct or cashout imbalances under this Contract as required by the General Terms and Conditions of Granite State's FERC Gas Tariff, shall survive the other parts of this Contract until such time as such balancing has been accomplished.

12.3 This Contract will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Section 6 of the General Terms and Conditions of Granite State's Tariff.

ARTICLE XIII
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Contract, any notice under this Contract shall be in

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writing and mailed to the post office address of the party intended to receive the same, as follows:

GRANITE STATE:

Granite State Gas Transmission, Inc.
6 Liberty Lane West
Hampton, New Hampshire 03842

Attention: Transportation Services

Shipper: SPRAGUE OPERATING RESOURCES LLC

or to such other address as either Party shall designate by formal written notice to the other.

ARTICLE XIV
ASSIGNMENTS

14.1 Either Party may assign or pledge this Contract and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, no Party shall assign this Contract or any of its rights hereunder unless it shall first have obtained the written consent of the other, which consent shall not be unreasonably withheld.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Contract.

ARTICLE XV
MISCELLANEOUS

15.1 This Contract shall be interpreted under the laws of the State of New Hampshire.

15.2 If any provision of this Contract is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of the Contract shall remain in full force and effect.

15.3 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.

15.4 Exhibit(s) A, B & C attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

15.5 No presumption shall operate in favor of, or against either party as a result of any responsibility either party may have had for drafting this Contract.

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15.6 The subject headings of the provisions of the Contract are inserted for the purpose of convenient reference and are not intended to become a part of or to be considered in any interpretation of such provisions.

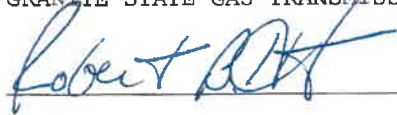
Article XVI
Prior Contract(s)

This contract shall supersede and cancel, as of the effective date, the following agreements between Shipper and Transporter:

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed [in several counterparts] as of the date first herein above written.

GRANITE STATE GAS TRANSMISSION, INC.



Accepted and Agreed to this __ Day of November, 2021.

SHIPPER

SPRAGUE OPERATING RESOURCES LLC


JAR3

By: Brian W Weego

Name: Brian Weego

Title: Vice President – Natural Gas

Date: Dec 1, 2021

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Gas Transportation Contract
(For Use Under Rate Schedule FT-1)

Exhibit "A"

To Gas Transportation Contract No. 21-040-CF-I
Dated _____

Between

Granite State Gas Transmission, Inc.

And

SPRAGUE OPERATING RESOURCES LLC
On Behalf of Parties

Company Name

SPRAGUE OPERATING RESOURCES LLC (Shipper)

21-040-CF-I

Gas Transportation Contract
(For Use Under Rate Schedule FT-1)

Exhibit "B"

To Gas Transportation Contract No. 21-040-CF-I

Dated _____

Between

Granite State Gas Transmission, Inc.

And

SPRAGUE OPERATING RESOURCES LLC
Receipt and Delivery Points

Receipt Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u>	<u>Meter MDRO (Dth)</u>
020206	Pleasant St	Tennessee Gas Pipeline	Haverhill	MA	6,211
020850	Newington	PNGTS	Newington	NH	3,218

Delivery Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u>	<u>Meter MDRO (Dth)</u>
085401	Forest Street	NUI	Plaistow	NH	23
085402	Sweethill Rd.	NUI	Plaistow	NH	2,482
085201	East Kingston	NUI	East Kingston	NH	262
084902	Ocean Rd.	NUI	Greenland	NH	2,343
088801	Pease	NUI	Portsmouth	NH	981
084801	Gosling Rd.	NUI	Portsmouth	NH	3,338

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NOTE: The sum of Transporter's Receipts/Deliveries to/from Shipper cannot exceed the limitations reflected above on a primary basis.

Gas Transportation Contract
(For Use Under Rate Schedule FT-1)

Exhibit "C"

To Gas Transportation Contract No. 21-040-CF-I

Dated _____

Between

Granite State Gas Transmission, Inc.

And

SPRAGUE OPERATING RESOURCES LLC
Receipt and Delivery Points (continued)

Receipt Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u>	<u>Meter MDRO (dth)</u>
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[REDACTED]					
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Delivery Points:

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnect Party</u>	<u>Town</u>	<u>State</u>	<u>Meter MDRO (dth)</u>
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[REDACTED]					
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21-040-CF-I

NOTE: The sum of Transporter's Receipts/Deliveries to/from Shipper cannot exceed the limitations reflected above on a primary basis.

**ADDENDUM
REPLACEMENT SHIPPER CONTRACT**

RELEASING CONTRACT REFERENCE: [REDACTED]

TERM OF RELEASE: [REDACTED]

RATE PROVISIONS: [REDACTED]

Maximum Daily Quantity: [REDACTED]

Maximum Contract Demand: [REDACTED]

Receipt Point(s): [REDACTED]

Delivery Point(s): [REDACTED]

SPECIAL CONDITIONS OF RELEASE:

Shipper's acquisition of capacity hereunder is subject to the following terms and conditions:

[REDACTED]

The rights and obligations of Transporter and Shipper shall be subject to the terms set forth in this Addendum, the Master Replacement Shipper Agreement, and the General Terms and Conditions of Transporter's Tariff.

**ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, PNGTS Operating Co. LLC**

By [REDACTED]

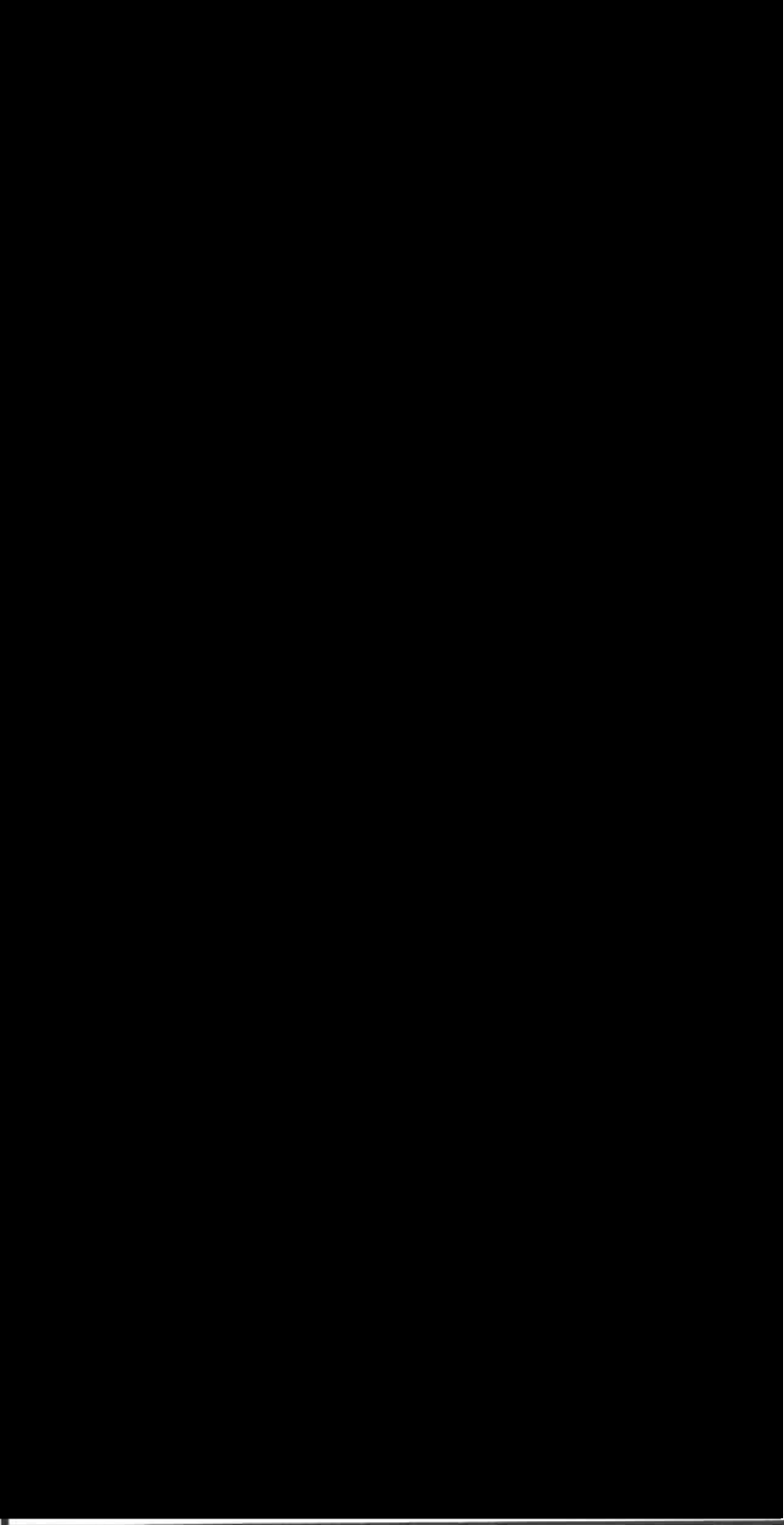
By _____

Name/Title _____

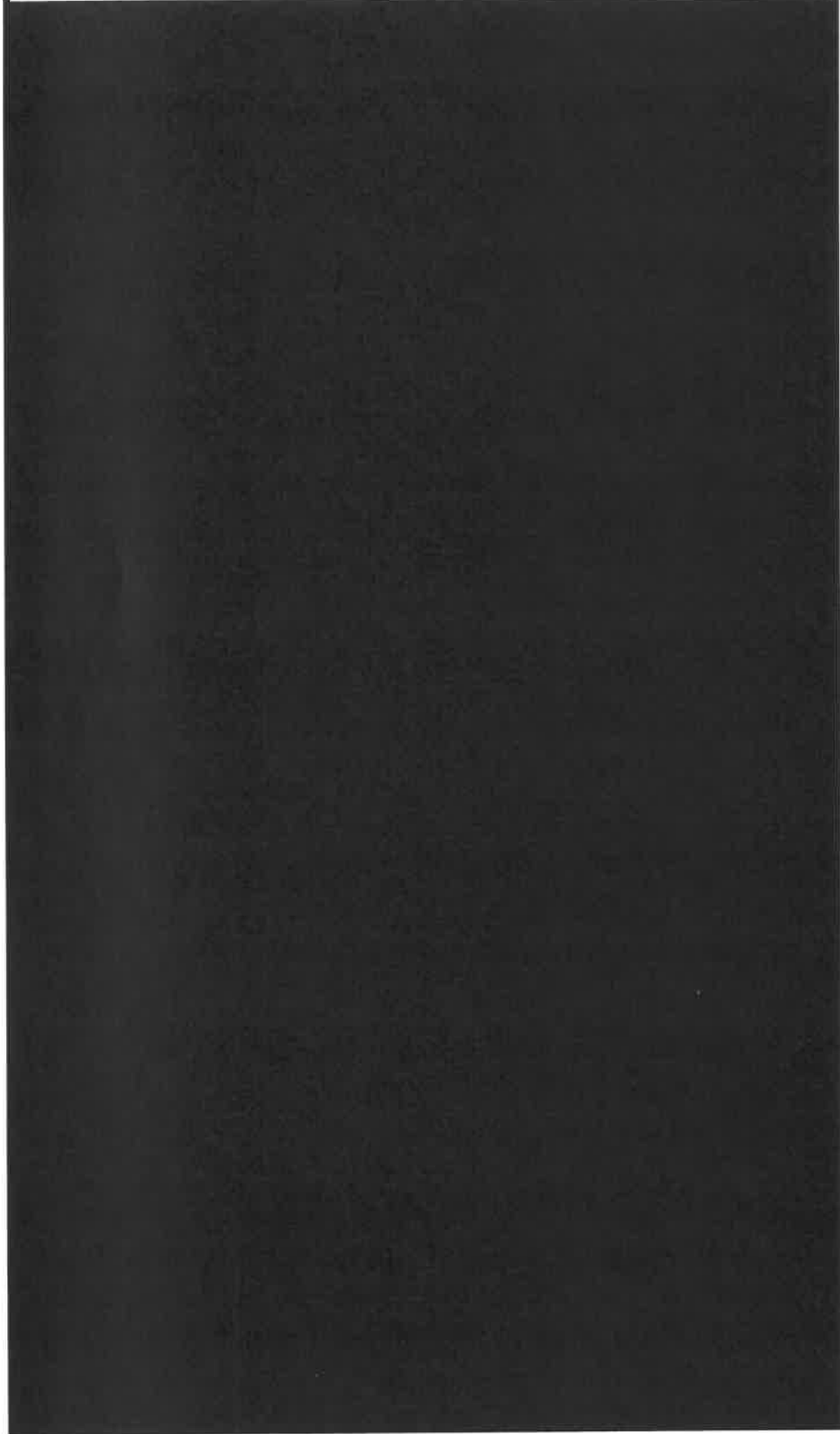
ATTEST: SPRAGUE OPERATING RESOURCES, LLC

[REDACTED] _____

Name/Title [REDACTED]

Sprague Operating Resources LLC	
Brokers	# of Accounts
	

Sprague Operating Resources LLC	
Brokers	# of Accounts



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