

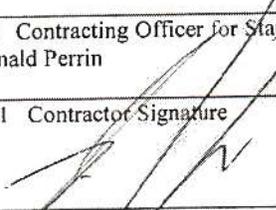
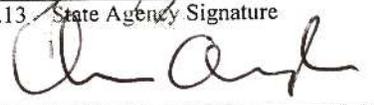
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Sprague Operating Resources LLC		1.4 Contractor Address 185 International Drive Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-430-7229	1.6 Account Number Various	1.7 Completion Date May 31, 2023	1.8 Price Limitation \$9,440,000.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number 603-271-7774	
1.11 Contractor Signature  Date: 2/27/2020		1.12 Name and Title of Contractor Signatory Brian Weego - Vice President, Natural Gas	
1.13 State Agency Signature  Date: 3/2/2020		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

1. Delete Section 14.1.1 of Form P-37 in its entirety and substitute the following:
 1. commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Sprague Operating Resources LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Firm Natural Gas Supply in accordance with the bid submission in response to State Request for Bid #2020-251 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2020-251

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2020-251."

3. TERM OF CONTRACT

This contract shall commence on June 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Contractor shall sell and provide a Firm Natural Gas Supply (FNGS) to the Point(s) of Delivery as listed in Appendix A, and the State shall exclusively purchase (solely for consumption at the Facilities) and cause to be received from Contractor, all required FNGS at the Facilities during the Term. All future transactions shall be in accordance with this Contract. During the Term, Contractor reserves the right to manage State's load/volume requirements on a wholesale basis under applicable rules and regulations of the Federal Energy Regulatory Commission (FERC) (all applicable orders), NH - PUC3000 and including, without limitation, the supplying and/or settling of such load.

During the term of the Contract the State may add or delete locations.

Contractor, Supplier or CNGS means an entity certified by the NH Public Utility Commission (PUC3000) to sell a FNGS, including the sale of capacity, commodity or balancing and peaking services to a Retail Customer, with the exception of (a) a Default Service provider; and (b) a Retail Agent. Contractor Service means the sale of the FNGS, including the sale of capacity, commodity or balancing, and peaking services to a Retail Customer by a Supplier. The State agrees to execute and deliver any documents or instruments requested by Contractor for submission to the LDC in connection with such load management.

LOAD HISTORY & CAPACITY ASSIGNMENTS:

The load histories supplied by the LDC are intended as estimates only and may vary slightly from actual future consumption. Furthermore, the Contract shall be exempt from connection/service start-up fees, switching fees, administration fees, or misc. fees not stated here.

It is the responsibility of the FNGS to price capacity charges appropriately. No additional administration, processing, or other charges will be accepted. Pricing/dekatherm listed in Exhibit C is the only cost billable to the State.

Section 2: Definitions:

Account(s) - Those accounts listed herein which are to be supplied Firm Natural Gas Supply by the Contractor

Agreement - The legally binding contract made up of this Natural Gas Supply Agreement, all Attachments and Appendices, including but not limited to the offer submittal sheet, the facility identification sheet, billing schedules, and/or existing or future Amendments

Business Meter(s) - The billing natural gas meter(s) of the LDC located at the States' Facilities

Buyer - The State Of New Hampshire

City Gate - The designated Point of Delivery being the point(s) of interconnection between the Tennessee Gas Pipeline or the TransCanada Pipeline and the LDC distribution system in which the Business Meter is located

CNGS - 'Competitive Natural Gas Supplier' as certified by the NH Public Utilities Commission

Contract Price - The unit cost, expressed in \$\$ / dekatherm, as set forth in Exhibit C

Distribution Tariff or Charges - Those charges payable to the LDC by the State (outside of this contract) for the delivery of the FNGS beyond the city gate

Firm Natural Gas Supply - The firm, full requirements Natural Gas Supply herein referred to as FNGS, including the sale of capacity, commodity, or balancing and peaking services to a Retail Customer; with the exception of (a) a Default Service provider, and (b) a Retail Agent.

Expiration Date - The date set forth in this contract as the end of the Term, subject to requirements of Section 3: Term

Facilities - State's facilities (or if there is only one, that facility) receiving Firm Natural Gas Supply in accordance with this Agreement, as identified on Attachment B – Account Information

Force Majeure - An event or circumstance, which is not within the reasonable control of either party, including but not limited to events suffered by the LDC. Force Majeure shall not include a failure or inability to perform or comply with any and all obligations of this agreement.

LDC - The State's local distribution company, or its successor, which operates a retail gas distribution system

Point of Delivery - The point(s) of interconnection between the Tennessee Gas Pipeline or the TransCanada Pipeline and the LDC distribution system in which the Business Meter is located. This is also referred to as the 'city gate'.

Schedule of Rates - The agreed upon tariffs, for a specific time frame, as listed on the Seller's offer submittal sheet. - Attachment C

Seller/Contractor - The Competitive Natural Gas Supplier, registered with NH PUC as such, which through a request-for-bid process, has been asked to execute this agreement with the State of New Hampshire

Start Date - The date set forth in this contract as the commencement of the Term, subject to requirements of Section 3: Term

Taxes - Any and all *ad valorem*, energy, transmission, utility, gross receipts, sales, use, consumption, excise, transaction, and other taxes, including new taxes which become applicable to this Agreement after the commencement of the Term, governmental charges, fees, or assessments, or increases therein, other than taxes based on net income or net worth

Term - The term during which Seller delivers Firm Natural Gas Supply to State under this Agreement, as determined in accordance with Section 3: Term and stated on Form P-37 Section 1.7

Section 3: Term

3.1 START / END DATE: The Contract and all obligations of the parties there under, shall become effective on the Start Date, June 1, 2020, and shall be completed in their entirety on the Expiration Date, May 31, 2021/2022/2023, unless adjusted for conditions outlined in Section 3.2. Any services or work undertaken by the Contractor prior to the start date shall be at their sole risk and, in the event that the agreement shall not become effective, the State shall be under no obligation to reimburse the Contractor for any such work or services.

3.2 TERM ADJUSTMENTS: The FNGS deliveries pursuant to this Contractor will begin on the Start Date specified above and will end on the Expiration Date specified on Section 1.7 of Form P-37, provided that all requirements of this agreement are met. Unless termination occurs before the Expiration Date in accordance with the Section 7, both parties will agree to the following expectations of the term conditions:

(a) The Term shall commence on the Start Date (June 1, 2020) providing the LDC reads the Business Meter(s) on that date; the Contractor shall arrange transfer of FNGS responsibilities from the LDC to the Seller. If the LDC does not read the Business Meter(s) on the Start Date, then service to those certain accounts may be adjusted to coincide with the LDC's next scheduled meter reading.

(b) The Term for any individual account shall end on the Expiration Date stated above, providing the LDC reads the Business Meter(s) on that date. Should the Start Date be adjusted per sub-section (a) above, the Expiration Date will correspond to a service period of 12/24/36 full months.

If the Contractor fails to furnish the FNGS in accordance with all requirements, the State may re-purchase the FNGS from any other source without competitive bidding, and the original Contractor may be liable to the State for any excess costs.

3.3 TRANSFER OF SERVICE: The State and Contractor agree to initiate a Change in Supplier Service Customer Verification Form for the Business Meters included within this agreement. An original document shall be executed to be forwarded to the LDC to initiate any arrangements necessary for a flawless Transfer of Service. Additionally two copies will be made; one (1) for the State's records and one (1) for the Seller's records.

3.4 TRANSFER OF OWNERSHIP: The Seller will be responsible to deliver the FNGS, in compliance with the requirements of FERC and the NH-PUC, to the "Point of Delivery" for distribution to the State. The distribution beyond the "Point of Delivery" shall be the responsibility of the LDC under the LDC's applicable tariffs. Ownership of the FNGS will transfer to the State at the Point of Delivery, located at the LDC City Gate; however, the risk of loss with respect to the FNGS will be the responsibility of the LDC until it reaches the Business Meters located at the State's facilities.

3.5 WARRANTIES: The Seller warrants to have good title to all Gas delivered, has the right to sell the Gas, and the Gas will be free from all royalties, liens, encumbrances, and all applicable Taxes that are imposed upon the production or removal of Gas prior to passage of title. All other warranties, expressed or implied, including and warranties of merchantability of fitness for any particular purpose, are disclaimed.

Neither party will be liable to the other for: consequential, indirect/punitive damages or specific performance, except as expressly provided herein.

Section 4: Pricing – Schedule of Rates:

4.1 CONTRACT RATE: The State shall pay to the Seller for the FNGS, the unit cost, expressed in \$\$ / dekatherm, for the time frame outlined in Section 3.1 or as adjusted per Section 3.2. The Contract Rate shall exclude all distribution tariffs as outlined in Section 4.2; no additional charges can be assessed. Monthly payments by the State, as described in Section 5, constitute complete reimbursement for services supplied by the Contractor for that period. The State shall have no other liability to the Contractor.

Contractor may in its sole discretion pass through to the State any losses and/or costs incurred by the State related to a deviation of +/-25% from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in the applicable Transaction Confirmation (which is not caused by weather)."

4.2 DISTRIBUTION SERVICES AND TARRIFFS: The State shall be responsible for all charges associated with the local distribution costs of the FNGS within the LDC territory. These costs are not part of this agreement and may not be included in the Contract Rate from the Contractor. Any unforeseen fees imposed on the Contractor by FERC or the NH - PUC during the term, are allowed to be passed on to the State, however no other price adjustments will be accepted.

4.3 TAXES: The Contract Rate excludes all Taxes. State shall provide to the LDC and Contractor written evidence of any Tax exemption.

Section 5: Billing, Payment & Reporting Requirements:

5.1 METERING: Metering of FNGS sold to State shall be the responsibility of the LDC. All consumption-related billing under this Agreement shall be based on the meter readings generated by the Business Meters (or estimates of such readings by the LDC, when necessary). The State shall execute any documentation required by Contractor to obtain information from the LDC regarding the State and/or the Business Meter.

5.2 DATA TRANSFER: The Contractor, through the LDC, is responsible for measuring the amount of FNGS used monthly by the State, via the billing meters, owned by the LDC already located at the State's facilities. This measurement will be the subject of the electronic data transfer between the Seller and the LDC in order to prepare a monthly statement or invoice.

5.3 LDC BILLING: The CNGS will invoice the State directly for all FNGS delivered on a monthly basis. The State will accept consolidated invoices limited to include only those accounts sharing a single billing address. The State will make payment pursuant to the LDC invoice in a timely manner as detailed on the monthly invoice.

All invoices or bills shall be delivered to the business offices of the State agencies managing the State's Facilities covered under this agreement. All billing shall take place monthly for the duration of the Term. Any statement/invoice shall be final unless adjusted or questioned by either party within one (1) year after the issuance of the invoice.

5.4 BILLING DISPUTES: If the State disputes any invoiced amount, the State will contact Contractor immediately and pay the undisputed amount by the payment date. The State will have fifteen (15) days after receipt of Contractor's response to resolve the disputed amounts and the State and Contractor shall each act in good faith to resolve such dispute in a timely manner. If resolution is not reached in fifteen (15) days, the State will pay the balance of the original invoice, provided such payment shall not relieve the State of any right to pursue the billing dispute in a court of law.

5.5 REPORTING: Contractor shall make a reasonable effort to supply the State with a monthly report providing actual reported usage. The report shall be available either via web access or electronically to the State Energy Manager within thirty (30) days of the end of the billing cycle being monitored. The report shall include: all enrolled natural gas account numbers and therms purchased for each account for the period covered by the report. It may also include therms purchased year-to-date for each account, total therms year-to-date, projected therms year-to-date based on full contract amount, and total cost year-to-date.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide firm natural gas supply strictly pursuant to, and in conformity with, the specifications described in State RFB #2020-251, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide firm natural gas supply in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$9,440,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure, or as indicated in Exhibit B – Section 4.1, from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Fixed rate of \$5.24/dekatherm

4. INVOICE

Itemized invoices shall be submitted to the individual agency as detailed in Exhibit B - Section 5.3 on a monthly basis.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance by the State in accordance with Exhibit B - Section 5.4.

5. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFB #2020-251 is incorporated here within.

APPENDIX A

Account #	Meter #	Service Address	Service Zip Code	Service City	Utility
44500551-44100749		26 Academy St Court	03246	Laconia	Liberty (Energy North)
44502683-44166532		426 Union Ave Bldg	03246	Laconia	Liberty (Energy North)
44504292-44106365		5 Hazen Dr	03301	Concord	Liberty (Energy North)
44504293-44106367		39 Hazen Dr Annex	03301	Concord	Liberty (Energy North)
44504306-44106391		23 Hazen Dr	03305	Concord	Liberty (Energy North)
44504320-44106407		225 Capital St	03305	Concord	Liberty (Energy North)
44504448-44106611		3 McGuire St	03301	Concord	Liberty (Energy North)
44506416-44110114		32 Clinton St	03301	Concord	Liberty (Energy North)
44507748-44112565		17 Institute Dr	03301	Concord	Liberty (Energy North)
44507767-44133771		0 Fort Eddy Rd 5	03305	Concord	Liberty (Energy North)
44507870-44112715		17 Institute Dr	03301	Concord	Liberty (Energy North)
44509036-44114391		36 A Clinton St #72	03301	Concord	Liberty (Energy North)
44509040-44114399		127 Pleasant St	03301	Concord	Liberty (Energy North)
44509042-44114400		129 Pleasant St	03101	Manchester	Liberty (Energy North)
44509091-44114466		111 Pleasant St Twitch	03305	Concord	Liberty (Energy North)
44509093-44114468		119 Pleasant St	03301	Concord	Liberty (Energy North)
44509116-44119982		45 So Fruit St	03301	Concord	Liberty (Energy North)
44509134-44114520		21 So Fruit St	03301	Concord	Liberty (Energy North)
44510755-44117232		11 Stickney Ave Blg	03301	Concord	Liberty (Energy North)
44510773-44116921		0 Hazen Dr Annex	03301	Concord	Liberty (Energy North)
44510776-44116922		11 Hazen Dr	03301	Concord	Liberty (Energy North)
44510777-44116923		29 Hazen Dr Health HS	03301	Concord	Liberty (Energy North)
44510778-44116924		23 A Hazen DR DMV	03301	Concord	Liberty (Energy North)
44510779-44116925		11 Hazen Dr	03301	Concord	Liberty (Energy North)
44510780-44116926		33 Hazen Dr Annex	03301	Concord	Liberty (Energy North)
44510781-44116927		11 Hazen Dr Back	03301	Concord	Liberty (Energy North)

44510796-44116945		0 Pembroke Rd	03301	Concord	Liberty (Energy North)
44510834-44116988		220 Sheep Davis Rd	03301	Concord	Liberty (Energy North)
44510835-44116989		220 Sheep Davis Rd Bldg	03301	Concord	Liberty (Energy North)
44510838-44116992		220 Sheep Davis Rd C	03301	Concord	Liberty (Energy North)
44510890-44117063		1 Airport Rd	03301	Concord	Liberty (Energy North)
44510891-44117064		1 Airport Rd Bldg - F	03301	Concord	Liberty (Energy North)
44510892-44117066		1 Airport Road	03301	Concord	Liberty (Energy North)
44510893-44117318		1 Airport Rd	03301	Concord	Liberty (Energy North)
44510932-44117116		91 Airport Rd	03301	Concord	Liberty (Energy North)
44510994-44117179		0 Hazen Dr	03301	Concord	Liberty (Energy North)
44511039-44117318		65 Airport Rd Mntbld	03301	Concord	Liberty (Energy North)
44511072-44117268		80 Storrs St #6	03301	Concord	Liberty (Energy North)
44511084-44117282		222 Sheep Davis Rd	03301	Concord	Liberty (Energy North)
44511116-44117318		65 Airport Rd Bldg G	03301	Concord	Liberty (Energy North)
44511141-44117364		222 Sheep Davis Rd Dorm	03301	Concord	Liberty (Energy North)
44511144-44117368		222 Sheep Davis Rd House	03301	Concord	Liberty (Energy North)
44511145-44117369		226 Sheep Davis Rd Bldg	03301	Concord	Liberty (Energy North)
44511146-44117370		224 Sheep Davis Rd Bldg	03301	Concord	Liberty (Energy North)
44511147-44160669		50 Storrs St	03301	Concord	Liberty (Energy North)
44511149-44117373		224 Sheep Davis Rd Gar	03301	Concord	Liberty (Energy North)
44511171-44117392		0 Hazen Dr	03301	Concord	Liberty (Energy North)
44511179-44117407		2 Noble Dr	03301	Concord	Liberty (Energy North)
44511226-44117484		220 Sheep Davis Rd B	03301	Concord	Liberty (Energy North)
44511242-44117511		222 Sheep Davis Rd	03301	Concord	Liberty (Energy North)
44511674-44118237		281 No State St Boiler	03301	Concord	Liberty (Energy North)
44511678-44118238		281 No State St	03301	Concord	Liberty (Energy North)
44511683-44118397		312 No State St	03301	Concord	Liberty (Energy North)
44511704-44118284		314 No State St	03301	Concord	Liberty (Energy North)

44511775-44118397	281 No State St	03301	Concord	Liberty (Energy North)
44511793-44118397	281 No State St	03301	Concord	Liberty (Energy North)
44511797-44118397	281 No State St	03301	Concord	Liberty (Energy North)
44511901-44118568	312 No State St	03301	Concord	Liberty (Energy North)
44512323-44119273	36 Clinton St	03301	Concord	Liberty (Energy North)
44512745-44119914	19 Pillsbury St	03301	Concord	Liberty (Energy North)
44512817-44119984	60 Iron Works Rd Sheafm	03301	Concord	Liberty (Energy North)
44514311-44122320	1 Minuteman Way Bldg K	03301	Concord	Liberty (Energy North)
44514568-44122668	26 Regional Dr	03301	Concord	Liberty (Energy North)
44514845-44122994	30 Pembroke Rd Bldg A	03301	Concord	Liberty (Energy North)
44515219-44456135	14 Integra Dr	03301	Concord	Liberty (Energy North)
44520370-44133144	10 Manning St	03038	Derry	Liberty (Energy North)
44520458-44214683	35 Manchester Rd Sto	03038	Derry	Liberty (Energy North)
44520741-44133771	5 Gardan LA N-A	03053	Londonderry	Liberty (Energy North)
44524293-44133771	0 Lowell Rd	03051	Hudson	Liberty (Energy North)
44534660-44156685	30 Spring St	03060	Hudson	Liberty (Energy North)
44536987-44160669	300 Main St 405	03060	Nashua	Liberty (Energy North)
44539849-44164933	0 Route 111A	03062	Nashua	Liberty (Energy North)
44540343-44165755	375 Amherst St Unit 3	03063	Nashua	Liberty (Energy North)
44540800-44166532	6 Townsend West HH	03063	Nashua	Liberty (Energy North)
44544658-44173466	25 Coliseum Ave	03063	Nashua	Liberty (Energy North)
44545067-44174108	110 Broad St	03303	Concord	Liberty (Energy North)
44550480-44182705	154 Daniel Webster Hwy Bldg	03060	Nashua	Liberty (Energy North)
44550979-44263161	294 Willow Springs Pl Anchor B	03302	Concord	Liberty (Energy North)
44557251-44263161	619 Sand Rd	03302	Concord	Liberty (Energy North)
44557684-44122668	111 Main St	03060	Nashua	Liberty (Energy North)
44559858-44133771	25 Jones Rd Comm	03302	Concord	Liberty (Energy North)
44564410-44205471	6 Baboosic Lake Rd General	03054	Merrimack	Liberty (Energy North)

44564414-44205478	6 Baboosic Lake Rd Court	03054	Merrimack	Liberty (Energy North)
44564552-44205682	6 Dobson Way Ste A	03302	Concord	Liberty (Energy North)
44564765-44205946	0 Toll Plaza Rd	03301	Concord	Liberty (Energy North)
44566450-44208257	12 Old State Rd U-1	03220	Belmont	Liberty (Energy North)
44566615-44208500	13 Range Rd	03235	Franklin	Liberty (Energy North)
44567051-44209207	0 Franklin Shop CT	03235	Franklin	Liberty (Energy North)
44567943-44210751	105 School St	03235	Franklin	Liberty (Energy North)
44570398-44214683	1271 Hooksett Rd	03106	Hooksett	Liberty (Energy North)
44570404-44214695	1271 Hooksett Rd	03106	Hooksett	Liberty (Energy North)
44572055-44217277	1056 River Rd Garage	03104	Manchester	Liberty (Energy North)
44579187-44416279	42 Perimeter Rd Heat	03301	Concord	Liberty (Energy North)
44579987-44231314	300 Chestnut St HH	03102	Manchester	Liberty (Energy North)
44580281-44231647	126 Lowell St	03104	Manchester	Liberty (Energy North)
44580282-44231648	126 Lowell St	03104	Manchester	Liberty (Energy North)
44580683-44232332	298 Hanover St	03101	Manchester	Liberty (Energy North)
44580863-44232623	35 Amherst St	03101	Manchester	Liberty (Energy North)
44582781-44236284	1056 No River Rd Edge	03104	Manchester	Liberty (Energy North)
44582786-44236288	1056 No River Rd	03104	Manchester	Liberty (Energy North)
44583048-44236760	1059 Canal St	03101	Manchester	Liberty (Energy North)
44584980-44416291	139 Winter St Kitchen	03276	Tilton	Liberty (Energy North)
44584984-44416291	139 Winter St Main Bldg	03276	Tilton	Liberty (Energy North)
44584985-44416279	42 Perimeter Rd Kitchen	03301	Concord	Liberty (Energy North)
44592066-44253023	377 So Willow St B2-3	03103	Manchester	Liberty (Energy North)
44592072-44253049	377 So Willow St B2-2	03103	Manchester	Liberty (Energy North)
44593978-44255987	887 Hanover St Ut 18	03104	Manchester	Liberty (Energy North)
44593994-44256011	885 Hanover St Ut 17	03104	Manchester	Liberty (Energy North)
44598590-44264546	1111 Bicentennial Dr C1	03302	Concord	Liberty (Energy North)
44598595-44264546	1111 Bicentennial Dr Bay3 & 4	03104	Manchester	Liberty (Energy North)

44605227-44277745	605 Mast Rd	03102	Manchester	Liberty (Energy North)
44605879-44280482	300 So Main St Generals Dept	03235	Franklin	Liberty (Energy North)
44606795-44263161	68 Elm St	03103	Manchester	Liberty (Energy North)
44607281-44117268	137 C Rockingham Rd	03302	Concord	Liberty (Energy North)
44607445-44293563	25 Springer Rd 67	03106	Hooksett	Liberty (Energy North)
44607502-44293563	193N Route 3A PO Box 16296 #66	03106	Hooksett	Liberty (Energy North)
44656669-44417554	722 Riverwood Dr RTI Bldg	03275	Pembroke	Liberty (Energy North)
44656670-44417554	722 Riverwood Dr Barracks	03275	Pembroke	Liberty (Energy North)
44656671-44417554	722 Riverwood Dr RTI Gen	03275	Pembroke	Liberty (Energy North)
44656672-44417554	722 Riverwood Dr Barracks Gen	03275	Pembroke	Liberty (Energy North)
44660281-44399896	154 Daniel Webster Hwy	03060	Nashua	Liberty (Energy North)
44661464-44319297	9 Leavy Dr	03110	Bedford	Liberty (Energy North)
44661193-44416291	139 Winter St Laundry	03276	Tilton	Liberty (Energy North)
44661195-44416291	139 Winter St Garage	03276	Tilton	Liberty (Energy North)
44661733-44411394	312 No State St KILN	03246	Laconia	Liberty (Energy North)
44663364-44416291	139 Winter St MOC Heat	03276	Tilton	Liberty (Energy North)
44663863-44117162	18 Park St Upham- Walker House	03301	Concord	Liberty (Energy North)
44663864-44117162	79 South Fruit St Grounds Shop	03301	Concord	Liberty (Energy North)
44663865-44117162	131 Pleasant St NHH Warehouse	03301	Concord	Liberty (Energy North)
44663866-44117162	133 Pleasant St Trans Garage	03301	Concord	Liberty (Energy North)
44664685-44117162	12 Hills Ave OFC	03301	Concord	Liberty (Energy North)
44664700-44117162	64 South St Revenue Bldg	03301	Concord	Liberty (Energy North)
44664815-44433488	99 Pleasant St Howard Rec	03301	Concord	Liberty (Energy North)
44667210-44122668	1227 Hooksett Rd Maintenance Shop	03301	Concord	Liberty (Energy North)
44667373-44114316	121 South Fruit St Bldg A	03301	Concord	Liberty (Energy North)
44667375-44114316	121 South Fruit St Bldg B & C	03301	Concord	Liberty (Energy North)
44667376-44114316	121 South Fruit St Storage	03301	Concord	Liberty (Energy North)
44667515-44456015	5 Court St	03301	Concord	Liberty (Energy North)

44667617-44117162		117 Pleasant St Heat	03301	Concord	Liberty (Energy North)
44667620-44117162		109 Pleasant St	03301	Concord	Liberty (Energy North)
44667621-44117162		95 Pleasant St	03301	Concord	Liberty (Energy North)
44667879-44117162		33 Capital St DOJ	03301	Concord	Liberty (Energy North)
44667880-44117162		33 No State St Lob	03301	Concord	Liberty (Energy North)
44667881-44117162		65 So Fruit St Paint Carpentry	03301	Concord	Liberty (Energy North)
44667957-44443900		4 Meadowbrook Dr	03055	Milford	Liberty (Energy North)
44668076-44114005		71 So Fruit St New	03301	Concord	Liberty (Energy North)
44668336-44205946		36 Hacket Hill Rd Warehouse	03106	Hooksett	Liberty (Energy North)
44668338-44205946		36 Hacket Hill Rd Generator	03106	Hooksett	Liberty (Energy North)
44668339-44205946		36 Hacket Hill Rd Shed	03106	Hooksett	Liberty (Energy North)
44672147-44467720		117 Pleasant St Generator	03301	Concord	Liberty (Energy North)
44582780-44236283		1056 No River Rd Edge	03104	Manchester	Liberty (Energy North)
4120414500	U261 77	15 Blackwater Rd	03878	Somersworth	Unitil (NH)
4132844500	R010 27	70 Rochester Hill Rd	03867	Rochester	Unitil (NH)
4134049500	U262 52	106 Brock St	03867	Rochester	Unitil (NH)
4150092500	K874 98	14 Elm Street	03865	Plaistow	Unitil (NH)
4011062500	U185 49	111 Parrott Avenue	03801	Portsmouth	Unitil (NH)
4011430500	D168 50	738 Islington St	03801	Portsmouth	Unitil (NH)
4013104502	U092 51	738 Islington St	03801	Portsmouth	Unitil (NH)
4015401500	U319 93	10 Ranger Way	03801	Portsmouth	Unitil (NH)
4015402500	U097 00	10 Ranger Way	03801	Portsmouth	Unitil (NH)
4015403500	U115 12	10 Ranger Way	03801	Portsmouth	Unitil (NH)
4020174500	X736 39	2000 Lafayette Rd.	03801	Portsmouth	Unitil (NH)
4022567500	U288 88	Portsmouth Circle, 605 US Interstate By-Pass	03801	Portsmouth	Unitil (NH)
4040133500	K476 94	186 Ocean Blvd	03874	Seabrook	Unitil (NH)
4042177501	A107 10	380 Lafayette rd unit #2	03874	Seabrook	Unitil (NH)
4050349500	H591 44	Hampton Beach State Park (30 beach rd.)	03842	Hampton	Unitil (NH)

4056154500	U374 33	280 Ocean Blvd.	03842	Hampton	Unitil (NH)
4056155500	U330 90	60 Ocean Blvd	03842	Hampton	Unitil (NH)
4056180500	U030 25	160 OCEAN BLVD	03842	Hampton	Unitil (NH)
4056181500	U034 54	180 Ocean Blvd	03842	Hampton	Unitil (NH)
4056182500	U079 33	Hampton Beach Sea Shell	03842	Hampton	Unitil (NH)
4056804502	A135 16	3 Timber Swamp Road	03842	Hampton	Unitil (NH)
4060004500	U257 46	69 Lafayette Road, Village Shopping Ctr	03862	North Hampton	Unitil (NH)
4060087501	K866 08	69 Lafayette Road, Village Shopping Ctr	03862	North Hampton	Unitil (NH)
4070008500	H668 22	Kings Hwy Plaza, Kings Hwy	03885	Stratham	Unitil (NH)
4092174500	U211 42	271 Main Street	03824	Durham	Unitil (NH)
4101307500	R015 16	25 St. Thomas St.	03820	Dover	Unitil (NH)
4103849500	U102 07	50 Boston Harbor Rd.	03820	Dover	Unitil (NH)
4120388500	H748 07	6 Marsh Brook Drive	03878	Somersworth	Unitil (NH)
4132664500	R000 66	76 North Main Street	03867	Rochester	Unitil (NH)
4134301500	H800 17	47 RT 16 Connector	03867	Rochester	Unitil (NH)
4134619500	U308 62	170 Marketplace Blvd	03867	Rochester	Unitil (NH)
4140516502	J7276 3	92 cliff crossing #4	03079	Salem	Unitil (NH)
4030265500	R017 45	255 Robertson Ave	03801	Newington	Unitil (NH)
4030330500	J6707 5	100 Robertson Ave	03801	Newington	Unitil (NH)
4030334500	R004 72	145 Newmarket St	03801	Newington	Unitil (NH)
4030335500	U262 33	149 Chief Fortier Way	03801	Newington	Unitil (NH)
4030336500	U073 49	151 Chief Fortier Way	03801	Newington	Unitil (NH)
4030337500	A015 87	153 Chief Fortier Way	03801	Newington	Unitil (NH)
4030338500	A053 12	156 Newmarket St	03801	Newington	Unitil (NH)
4030339500	H868 09	157 Chief Fortier way	03801	Newington	Unitil (NH)
4030340500	U073 50	158 Chief Fortier Way	03801	Newington	Unitil (NH)
4030341500	U050 94	243 Newington Rd	03801	Newington	Unitil (NH)
4030342500	U026 52	244 Newington Rd	03801	Newington	Unitil (NH)

4030343500	U035 57	245 Newington Rd	03801	Newington	Unitil (NH)
4030344500	U025 86	247 Newington Rd	03801	Newington	Unitil (NH)
4030345500	U036 47	249 Newington Rd	03801	Newington	Unitil (NH)
4030346500	U036 45	251 Newington Rd	03801	Newington	Unitil (NH)
4030347500	U036 44	252 Newington Rd	03801	Newington	Unitil (NH)
4030348500	R004 25	254 Newmarket St	03801	Newington	Unitil (NH)
4030349500	A011 57	256 Newmarket St	03801	Newington	Unitil (NH)
4030350500	J4469 4	257 Newmarket St	03801	Newington	Unitil (NH)
4030351500	U262 17	258 Nashua Ave	03801	Newington	Unitil (NH)
4030352500	U150 79	262 Nashua Ave	03801	Newington	Unitil (NH)
4030365500	U261 70	246 Newmarket St	03801	Newington	Unitil (NH)
4030370500	U148 53	160 Chief Fortier Way	03801	Newington	Unitil (NH)
4120354500	R017 81	15 Blackwater Rd	03801	Newington	Unitil (NH)

Business Information

Business Details

Business Name:	SPRAGUE OPERATING RESOURCES LLC	Business ID:	122046
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	11/02/1987	Name in State of Formation:	SPRAGUE OPERATING RESOURCES LLC
Date of Formation in Jurisdiction:	11/02/1987	Mailing Address:	185 INTERNATIONAL DR, PORTSMOUTH, NH, 03801, USA
Principal Office Address:	185 International Dr, Portsmouth, NH, 03801, USA	Citizenship / State of Formation:	Foreign/Delaware
Duration:	Perpetual	Last Annual Report Year:	2020
Business Email:	bwillette@spragueenergy.com	Next Report Year:	2021
Notification Email:	bwillette@spragueenergy.com	Phone #:	603-430-5333
		Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Wholesale Trade	Petroleum Bulk Stations and Terminals
2	OTHER / The company is a wholesaler of petroleum products and, as such, is engaged in the purchase, storage, distribution and sale of refined petroleum products. The company also provides storage and handling services for a broad range of materials.	

Page 1 of 1, records 1 to 2 of 2

SPRAGUE OPERATING RESOURCES LLC

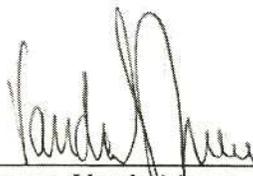
SECRETARY'S CERTIFICATE

The undersigned, Vanda Moore, do hereby certify that I am the duly electing, qualified and acting Assistant Secretary of Sprague Operating Resources LLC (the "Company"), a limited liability company formed under the laws of the State of Delaware, and DO HEREBY FURTHER CERTIFY the following:

- (1) That pursuant to the Company's Amended and Restated Limited Liability Company Agreement adopted by the Sole Member of the Company effective October 30, 2013, and such Agreement designates Company officers for the purpose of carrying out the Company's business purposes and operative objectives, including authority to execute and deliver documents, contracts and agreements for and on behalf of the Company; and
- (2) That the following officers of the Company were ratified on September 23, 2019:

Brian Weego, Vice President, Natural Gas

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company, as of the 27th day of February, 2020.



Name: Vanda Moore
Title: Assistant Secretary

