

AGREEMENT TO ASSIGNMENT

This Agreement to Assignment is made this 24th day of March 2016, by and between **The State of New Hampshire** ("State") and **Santa Buckley Energy, Inc.**, a Connecticut corporation, with offices at 154 Admiral St., Bridgeport, CT 06605 ("**Santa Buckley**") (hereinafter referred to as "**Assignor**"), and **Sprague Operating Resources LLC**, a Delaware Limited Liability Company, with offices at 185 International Drive, Portsmouth, New Hampshire 03801 ("**Sprague**") (hereinafter referred to as "**Assignee**").

WHEREAS State and the Assignor entered into the (**FIRM NATURAL GAS PURCHASE AGREEMENT**) (hereinafter referred to as "**Agreement**") which is listed and identified on the attached Schedule A and a copy of which is also attached hereto as Exhibit 1;

WHEREAS the Assignor desires, with the consent of The State of New Hampshire, to assign the Agreement to the Assignee;

WHEREAS the Assignee is willing to assume the obligations contained in the Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained in this Assignment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over unto Assignee, upon the terms and conditions herein set forth, any and all of its rights arising pursuant to the Agreement and delegates to Assignee the responsibility for the performance of Assignor's obligations pursuant to such Agreement which accrue, arise or come due after the date hereof.
2. Assignee hereby accepts the foregoing assignment and transfer of the Agreement upon the terms and conditions herein contained.
3. Assignee hereby assumes and agrees to observe, keep, carry out and perform the obligations of Assignor under the Agreement which accrue, arise or come due after the date hereof, on the terms and subject to the conditions set forth in the Agreement attached as Exhibit 1. Assignor shall perform, pay, discharge and remain fully responsible for all of its debts, obligations and liabilities under such Agreement which arose or accrued through the date hereof.
4. The State of New Hampshire hereby gives its consent to the assignment of the Agreement from Assignor to Assignee provided that such consent shall not be deemed or construed to authorize any further assignment of Agreement, whether voluntary, by operation of law, or otherwise, without Assignee first obtaining prior written consent from The State of New Hampshire.
5. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the State of New Hampshire. The parties hereby recognize that in addition to their expectation that New Hampshire law will govern, they are hereby specifying such choice of law to ensure predictability of results, and the application of any other State's law would serve to undermine that predictability. The parties hereto agree that any dispute concerning the subject matter of this Assignment shall be resolved only by litigation in applicable New Hampshire state courts or federal courts in the District of New Hampshire of proper jurisdiction and venue. All parties expressly agree to submit to such jurisdiction and venue for all purposes hereunder.

7. This Assignment 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 Assignment may, for all purposes, be relied upon by the other as if originals.

[Signatures Begin on Following Page]



IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Assignment to be executed by their authorized representatives on and as of the date hereinbefore first written.

The State of New Hampshire

By: Michael P. Connor
Name: Michael P. Connor
Title: Deputy Commissioner

("Assignor") Santa Buckley Energy, Inc.

By: Timothy Costello
Name: Timothy Costello
Title: President

("Assignee") Sprague Operating Resources LLC

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

103



SCHEDULE A

State of New Hampshire
Firm Natural Gas Purchase Agreement

Attachment B – Bid Offer


Sprague

EXHIBIT 1

V10.30.15

EXHIBIT A
STATE OF NEW HAMPSHIRE
FIRM NATURAL GAS PURCHASE AGREEMENT

This *Natural Gas Purchase Agreement* ("Agreement") is made as of April 8, 2015 between Santa Buckley Energy, a INC. CT. corporation ("Seller"), and The State of New Hampshire, ("State"), both of which enter into this Agreement, which includes the attached General Terms and Conditions, making each ("Party/ Parties") legally bound to agree as follows:

SECTION 1: SCOPE OF AGREEMENT

The Seller shall sell and provide a **Firm Natural Gas Supply (FNGS)** to the **Point(s) of Delivery**, and the State shall exclusively purchase (solely for consumption at the **Facilities**) and cause to be received from Seller, all required FNGS at the **Facilities** during the **Term**. All future transactions shall be in accordance with this Agreement including Attachment A – Account Information and a signed Attachment B – Bid Offer Submittal Sheet, RFB #2015-174 (including all Addendums or Exhibits hereto). During the Term, Seller 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.

Seller, Supplier or FNGS 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.

Supplier 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 Seller for submission to the LDC in connection with such load management.

SECTION 2: COMPLIANCE TO STATE LAWS AND REGULATIONS

2.1 REGULATIONS: In connection with the performance of this agreement, the Seller shall comply with all statutes; laws; regulations; and orders of federal, state, and county or municipal authorities, which shall impose any obligation or duty upon the Seller, including, but not limited to civil rights and equal opportunity laws. In addition the Seller shall comply with all applicable copyright laws.

2.2 DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT: During the term of this Agreement, the Seller shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination. Furthermore, if this agreement is funded in any part by monies of the United States, the Seller shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States may issue to implement these regulations. The Seller further agrees to permit the State or United States, access to any of the Seller's books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations, orders, and the covenants and conditions of this Agreement.

2.3 CONFLICTS OF LAW: This Agreement is a "forward contract" within the meaning of the United States Bankruptcy Code. Seller does not provide, and nothing herein will be construed as the provision of advice regarding, the value or the advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§1-25, et. seq. as amended, including futures contracts and commodity options or any other activity which would cause Seller or any affiliate to be considered a commodity trading advisor under the CEA. To the extent applicable, any financial transaction(s) entered into by Buyer in connection with this Agreement is deemed made at Buyer's election in the exercise of its independent judgment to assume any risk associated therewith.

2.4 CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuation of payments hereunder, are contingent upon the availability and continued appropriation of funds, and 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 those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Seller notice of such termination. The State shall not be required to transfer funds from any non-utility account in the event that the utility account is reduced or unavailable.

2.5 PUBLIC DISCLOSURE: Any information contained in the bid that a vendor considers confidential must be clearly designated. Marking of the entire bid or entire sections of the bid (e.g. pricing) as confidential will neither be accepted nor honored.

Notwithstanding any provision of this RFP to the contrary, vendor pricing will be subject to public disclosure upon the effective date of the resulting contract(s).

Generally, each bid response shall become public information upon the effective date of any resulting contracts; however, to the extent consistent with applicable state and federal law and regulations, as determined by the State, including but not limited to RSA Chapter 91-A (Right to Know Law), the State will endeavor to maintain the confidentiality of portions of the bid that are clearly and properly marked as confidential. If a request is made to the State to view portions of a bid that the vendor has properly and clearly marked confidential, the State will notify the vendor of the request and of the date that the State plans to release the records. By submitting a bid, vendors agree that unless the vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the State.

Any contract resulting from this request for proposals shall become a public document, in its entirety, upon approval by the Commissioner of The Department of Administrative Services. Subsequently, upon receipt of any Right to Know request, (RSA 91-A), the State shall release the contract in its entirety.

SECTION 3: DEFINITIONS

Account(s) - Those accounts listed within the Seller's offer which are to be supplied Firm Natural Gas Supply by the Seller

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 the Seller's Bid offer submittal sheet, Attachment B

Default - The failure by either party to perform its obligations set forth within this agreement. Should that failure be caused by Force Majeure, neither party can be held liable. Other circumstances, caused by either party, described in Section 7, shall be considered default.

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. The expected quantity of annual FNGS is stated on Attachment A – Account Information.

Expiration Date - The date set forth in this contract as the end of the Term, subject to requirements of Section 4

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 A – 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 B

Seller - 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 4

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 4

SECTION 4: TERM

4.1 START/END DATE: The agreement and all obligations of the parties there under, shall become effective on the Start Date, June 1, 2015, and shall be completed in their entirety on the Expiration Date, May 31, 2016/2017/2018, unless adjusted for conditions outlined in Section 4.2. Any services or work undertaken by the Seller prior to the start date shall be at his sole risk and, in the event that the agreement shall not become effective, the State shall be under no obligation to reimburse the Seller for any such work or services.

4.2 TERM ADJUSTMENTS: The FNGS deliveries pursuant to this Agreement will begin on the Start Date specified above and will end on the Expiration Date specified above, 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, 2015) providing the LDC reads the Business Meter(s) on that date; the Seller 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 Seller 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 Seller may be liable to the State for any excess costs.

4.3 TRANSFER OF SERVICE: The State and Seller 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.

4.4 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.

4.5 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.

4.6 AMENDMENTS: Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including the Schedule of Rates, will be valid or allowed, except by way of an amendment executed by both Parties and subject to Commissioner of the Department of Administrative Services approval. In the event that a proposed amendment is time-sensitive, the State will have 3 hours to provide email approval of the amendment. If after such time, the CNGS has not received response from the State, said amendment becomes null and void. All approvals done via email will be followed up with

signed original documents within three business days."

SECTION 5: PRICING - SCHEDULE OF RATES

5.1 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 4.1 or as adjusted per Section 4.2. The Contract Rate shall exclude all distribution tariffs as outlined in Section 5.2; no additional charges can be assessed. Monthly payments by the State, as described in Section 6, constitute complete reimbursement for services supplied by the Seller for that period. The State shall have no other liability to the Seller.

An exception to this section is made when the State's natural gas purchase falls above 125% or below 75% of the amount agreed to in the contract. Should this occur, the State will be responsible for the incremental costs associated with selling or buying natural gas at the current market rate as determined by the Gas Daily Index. No other fees or charges shall be added. Volumes shall be reconciled on an annual basis on or about December 1 for the previous 12 months, and again at the end of the contract for any volumes not previously reconciled. Payments or credits will be processed once reconciliation of volumes has been completed.

5.2 DISTRIBUTION SERVICES AND TARIFFS: 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 Seller. Any unforeseen fees imposed on the Seller 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.

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

SECTION 6: BILLING, PAYMENT & REPORTING REQUIREMENTS

6.1 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 Seller to obtain information from the LDC regarding the State and/or the Business Meter.

6.2 DATA TRANSFER: The Seller, 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.

6.3 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.

6.4 BILLING DISPUTES: If the State disputes any invoiced amount, the State will contact Seller immediately and pay the undisputed amount by the payment date. The Buyer will have fifteen (15) days after receipt of Seller's response to resolve the disputed amounts and the State and Seller shall each act in good faith to resolve such dispute in a timely manner. If resolution is not reached in fifteen (15) days, Buyer 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.

6.5 REPORTING: Seller 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.

SECTION 7: EVENT OF DEFAULT/REMEDIES

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

7.1.1 material failure by Contractor to perform Services satisfactorily or on schedule;

7.1.2 failure by Contractor to submit any material report required hereunder;

7.1.3 failure by either Party to perform any other material covenant, term or condition of this Agreement;

7.1.4 failure of the State to pay any amount due hereunder by the applicable due date.

7.2 Upon the occurrence of any Event of Default, the non-defaulting Party may take any one, or more, or all, of the following actions:

7.2.1 give the other Party 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 remedied, terminate this Agreement, effective two (2) days after giving the defaulting Party notice of termination;

7.2.2 give the other Party written notice specifying the Event of Default and suspending all payments or services, as applicable, to be made under this Agreement;

7.2.3 set off against any other obligations, if any the non-defaulting Party may owe to the defaulting Party any damages the non-defaulting Party suffers by reason of any Event of Default; and/or

7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

7.3 If in the judgment of the State the Contractor's default is not substantial to require termination at that time, and the Contractor is not curing the default, and the default is capable of being cured by another resource without unduly interfering with Contractor's continued performance, the State may at its discretion provide or procure services reasonably necessary to cure the default, and Contractor shall reimburse the State for the reasonable cost of such services. Contractor must cooperate with the State and resources in any such efforts to cure the default.

7.4 No remedy conferred under the Agreement is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.

7.5 WAIVER OF BREACH: No failure by the State or Seller to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State or Seller to enforce each and all of the provisions hereof upon any further or other default on the part of the State or Seller.

7.6 SOVEREIGN IMMUNITY: 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 shall survive the termination of this agreement.

7.7 INDEMNIFICATION: The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities or penalties asserted against or suffered by the State, its officers and employees on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the Contractor with respect to the distribution or consumption of natural gas before the Point of Delivery.

SECTION 8: FINANCIAL INFORMATION

8.1 STATE'S FINANCIAL INFORMATION: The State has published its "CURRENT FINANCIALS" posted on the NH Bureau of Administrative Services website: <http://admin.state.nh.us/accounting/reports.asp>. Any proposal stating "subject to credit approval," shall be deemed noncompliant. The State's credit worthiness must be based on the documents posted on the abovementioned website.

8.2 SELLER'S FINANCIAL INFORMATION: The Seller shall maintain a classification of "Good- Standing" from the NH - Secretary of State. Furthermore, the Seller shall make available to the State its most recent applicable financial statements, audited if available, no later than ten (10) days after a reasonable request by the State.

SECTION 9: STATEMENT OF CONFIRMATION

All parties, indicated by the signatures herein, affirm that they have read this Agreement in its entirety and agree to the terms and conditions contained herein. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. Except to the extent otherwise explicitly provided in this Agreement, no amendment to this Agreement, including the Schedule of Rates, will be valid or allowed.

In the case of any conflict among the documents comprising the Agreement, they will control in the following order of priority: a.) this Natural Gas Supply Agreement; b.) the Schedule of Rates (but only with respect to the Account(s) listed on such Schedule; and c.) RFB #2015-174, or Seller subsequent response to said RFB.

The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, and with respect to any indemnification obligations under this Agreement. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

SECTION 10: ASSIGNMENT/DESIGNATIONS/SUB-CONTRACTS

The Contractor shall not assign, or otherwise transfer any interest in the Agreement, without the prior written consent of the State. None of the services shall be subcontracted by the Contractor without the prior written consent of the State.

SECTION 11: FORCE MAJEURE

A "Force Majeure" event or circumstance shall be one in which a Party is prevented from performing and is not within the reasonable control of either party or the result of the negligence of either Party including, but not be limited to, acts of God; strikes; riots; acts of war; civil disturbance; sabotage; facility failure; disruption, or interruption of distribution, transmission, or supply; declaration of emergency by the Utility; regulatory or legislative action; action or restraint by court order of governmental authority; epidemics; acts of Government; fire; nuclear accidents; earthquakes; and unusually severe weather. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than the obligation to make payments then due or becoming due with respect to performance prior to the event) will be suspended to the extent required by disaster or emergency. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance under this Agreement with all reasonable dispatch; provided, however, that no provision of this Agreement shall be interpreted to require Contractor to deliver, or the State to receive, natural gas at any point other than Point of Delivery. Force Majeure shall not include either Party's decision to shut down, sell or relocate its facilities.

SECTION 12: NOTICE

All notices and waivers shall be made in writing and may be delivered by hand delivery, first class mail, overnight courier service, or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service.

SECTION 13: AMENDMENT

This Agreement may be amended, waived or discharged only by an instrument in writing signed by the Parties hereto.

SECTION 14: CONSTRUCTION OF AGREEMENT AND TERMS

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon the parties 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.

ATTACHMENT B - Bid Offer Submittal Sheet

CNGS OFFER(S) FOR ENTIRE LOAD GROUP I (All offers based on annual usage of 520,000 dekatherms):

#6.51

<u>12-month contract price</u> FIXED OFFER \$6.51 per dekatherm	<u>24-month contract price</u> FIXED OFFER \$6.50 per dekatherm	<u>36-month contract price</u> FIXED OFFER \$6.76 per dekatherm
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NOTE: Estimated Contract Volumes listed above include the LDC Distribution Loss Factor.
Acceptance of pricing offers shall be in accordance with PROJECTED SCHEDULE OF EVENTS within RFB # 2015-174.

CNGS OFFER(S) FOR ENTIRE LOAD GROUP II (All offers based on annual usage of 26,000 dekatherms):

<u>12-month contract price</u> FIXED OFFER \$6.81 per dekatherm	<u>24-month contract price</u> FIXED OFFER \$6.98 per dekatherm	<u>36-month contract price</u> FIXED OFFER \$7.20 per dekatherm
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NOTE: Estimated Contract Volumes listed above include the LDC Distribution Loss Factor.
Acceptance of pricing offers shall be in accordance with PROJECTED SCHEDULE OF EVENTS within RFB # 2015-174.

CNGS INFO/SIGNATURE

Company Name: Santa Buckley Energy, INC Phone: 203-362-3332
 Authorized Bidder: Timothy Costello Fax: 203-367-2412
 Address: 154 Admiral St. Contact E-mail: Swanj@santaenergy.com
 City, State, Zip: Bridgeport, CT 06601

SIGNATURE: *Timothy Costello* **DATE:** 4/7/15

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire General Conditions and Instructions as well as all Contract Terms and Conditions.

STATE OF NH SIGNATURES FOR ENTIRE LOAD

REPRESENTING THE NH - BUREAU OF PURCHASE & PROPERTY

Accepted For Consideration by: KAREN L. RANTAMAKI, ENERGY MANAGER
 SIGNATURE: *Karen L. Rantamaki* DATE: April 8, 2015

Received For Consideration by: MICHAEL P. CONNOR, DEPUTY COMMISSIONER
 SIGNATURE: *Michael P. Connor* DATE: April 9, 2015

REPRESENTING THE NH - DEPT. OF ADMINISTRATIVE SERVICES

BY: JOSEPH B. BOUCHARD
 ASSISTANT COMMISSIONER
 SIGNATURE: *Joseph B. Bouchard* DATE: April 8, 2015

Agency Name	Facility Name	Account #	Vendor Name	FY14 Annual Usage
GROUP I				
Adjutant General	Pease Air National Guard	4031095-4048430	Unitil	7,783
Adjutant General	Pease Air National Guard	4031095-4084838	Unitil	6,180
Adjutant General	Pease Air National Guard	4078331-4024734	Unitil	35,881
Adjutant General	Pease Air National Guard	4031095-4063886	Unitil	2,381
Adjutant General	Pease Air National Guard	4031095-4084840	Unitil	9,224
Adjutant General	Pease Air National Guard	4031095-4084838	Unitil	2,820
Adjutant General	Pease Air National Guard	4031095-4064844	Unitil	33,014
Adjutant General	Pease Air National Guard	4031095-4084848	Unitil	17,759
Adjutant General	Pease Air National Guard	4031095-4084850	Unitil	52,680
Adjutant General	Pease Air National Guard	4031095-4064842	Unitil	8,574
Adjutant General	Pease Air National Guard	4031095-4064832	Unitil	8,758
Adjutant General	Pease Air National Guard	4031095-4084820	Unitil	23,527
Adjutant General	Pease Air National Guard	4031095-4084854	Unitil	7,949
Adjutant General	Pease Air National Guard	4031095-4064852	Unitil	2,340
Adjutant General	Pease Air National Guard	4031095-4064822	Unitil	8,780
Adjutant General	Pease Air National Guard	4031095-4084858	Unitil	13,824
Adjutant General	Pease Air National Guard	4031095-4064856	Unitil	6,588
Adjutant General	Pease Air National Guard	4031095-4084830	Unitil	15,410
Adjutant General	Pease Air National Guard	4031095-4084828	Unitil	2,126
Adjutant General	Pease Air National Guard	4031095-4064824	Unitil	3,391
Adjutant General	Pease Air National Guard	4031095-4084834	Unitil	2,584
Adjutant General	Pease Air National Guard	4031095-4064826	Unitil	2,399
Adjutant General	Pease Air National Guard	4031095-4086004	Unitil	14,180
Adjutant General	Pease Air National Guard	4031095-4087676	Unitil	8,520
Adjutant General	Pease Air National Guard	4031095-4098926	Unitil	1,695
Adjutant General	Aviation Facility - 100F	44514568- 44122668	Liberty Utilities	75,909
Adjutant General	Manchester R/C 50/50	44583048- 44236760	Liberty Utilities	45,976
Adjutant General	Concord R/C- 50/50 BLDG M	44510798- 44118945	Liberty Utilities	13,549
Adjutant General	Slate Maint Shop - 50/50 BLDG F	44510891- 44117064	Liberty Utilities	14,271
Adjutant General	3643 BSB ARMORY- 50/50 BLDG B/C	44510890- 44117063	Liberty Utilities	12,453

Adjutant General	CSMS Bldg H - 100F	44511039- 44117318	Liberty Utilities	28,413
Adjutant General	USPFO-NH Warehouse - 100F BLDG L	44514845- 44122994	Liberty Utilities	7,820
Adjutant General	Nashua R/C - 50/50	44550480- 441182705	Liberty Utilities	8,771
Adjutant General	Rochester Stimulator Facility	4107281-4068704	Unltd	6,169
Adjutant General	Somersworth R/C - 50/50	4059515-4018350	Unltd	6,995
Adjutant General	USPFO NH 100F BLDG A	44514845- 44122994	Liberty Utilities	11,136
Adjutant General	Somersworth Maint Training Bays 50/50	4059515-4021294	Unltd	5,081
Adjutant General	CSMS Annex G - 100F	44511116- 44117318	Liberty Utilities	3,193
Adjutant General	Joint Force HQ - Bldg 1 50/50	44514311- 44122320	Liberty Utilities	27,470
Administrative Services	Bridges House	44508610- 44115300	Liberty Utilities	2,049
Administrative Services	Brown Building	44508042- 44114400	Liberty Utilities	64,248
Administrative Services	Concord District Courthouse	44506416- 44110114	Liberty Utilities	12,099
Administrative Services	Derry District Courthouse	44520370- 44133144	Liberty Utilities	11,072
Administrative Services	Div. of Motor Vehicles	44504308- 44108391	Liberty Utilities	1,580
Administrative Services	Div. of Motor Vehicles	44510778- 44118924	Liberty Utilities	23,369
Administrative Services	DOT - Mechanical Services	44511145- 44117369	Liberty Utilities	74,986
Administrative Services	DOT-Materials & Research	44504292- 44106365	Liberty Utilities	53,947
Administrative Services	Dover District Court	4071229-4022785	Unltd	11,615
Administrative Services	Emergency Operations Center	44511146- 44117370	Liberty Utilities	26,761
Administrative Services	Emergency Operations Center	44511149- 44117373	Liberty Utilities	2,048
Administrative Services	Franklin District Courthouse	44587943- 44210751	Liberty Utilities	3,787
Administrative Services	Health & Welfare Building	44510777- 44116823	Liberty Utilities	489,588
Administrative Services	Hillsborough Superior Courthouse North	44579887- 44231314	Liberty Utilities	31,295
Administrative Services	Hillsborough Superior Courthouse South	44534660- 44158685	Liberty Utilities	29,409
Administrative Services	Laconia District Courthouse	44500551- 44100749	Liberty Utilities	8,169
Administrative Services	Manchester District Courthouse	44580863- 44232623	Liberty Utilities	26,831
Administrative Services	Merrimack Courthouse	44564414- 44205478	Liberty Utilities	7,706
Administrative Services	Millford District Courthouse	44560020- 44198589	Liberty Utilities	2,027
Administrative Services	Millford District Courthouse	44560022- 44198591	Liberty Utilities	1,723
Administrative Services	Morton Building	44510994- 44117179	Liberty Utilities	41,926
Administrative Services	NH Hosp. Laundry	44509040- 44114399	Liberty Utilities	10,238

Administrative Services	Old Labor Building	44512745-44119914	Liberty Utilities	8,875
Administrative Services	Plalstow District Court	4014661-4003808	Unitil Northern	1,225
Administrative Services	Portsmouth District Courthouse	4042189-4012930	Unitil Northern	9,980
Administrative Services	Records & Archivas Rochester District Courthouse	44508728-44114005	Liberty Utilities	20,800
Administrative Services	Safety Building	44510780-44116928	Liberty Utilities	37,958
Administrative Services	Storrs St. Warehouse (P&P)	44510980-44117182	Liberty Utilities	8,353
Administrative Services	Supreme Courthouse	44510773-44116921	Liberty Utilities	21,853
Administrative Services	Supreme Courthouse Admin. Building	44511179-44117407	Liberty Utilities	6,713
Administrative Services	Walker Building	44509134-44114520	Liberty Utilities	39,012
Corrections	Concord - Boiler Plant	44511674-44118237	Liberty Utilities	1,882,439
Corrections	Concord - Central Core Area	44511793-44118397	Liberty Utilities	19,388
Corrections	Concord - Central Core Area	44511878-44118238	Liberty Utilities	815,220
Corrections	Concord - Farm	44511693-44118397	Liberty Utilities	3,843
Corrections	Concord - Farm	44511901-44118568	Liberty Utilities	2,331
Corrections	Concord - Minimum Security Unit	44511775-44118397	Liberty Utilities	31,050
Corrections	Concord - North End House	44511797-44118397	Liberty Utilities	10,327
Corrections	Concord - Shea Farm	44512817-44119284	Liberty Utilities	9,769
Corrections	Concord - Warehouse - New	44504448-44108611	Liberty Utilities	19,975
Corrections	Concord District Office	44511704-44118284	Liberty Utilities	2,856
Corrections	Manchester - Calumet House	44580281-44231647	Liberty Utilities	9,433
Dept of Safety	DMV Dover Point	4192929-4088020	Unitil	2,464
Dept of Safety	DMV Manchester	44592072-44253049	Liberty Utilities	1,084
Dept of Safety	Fire Academy / Flynn Administration Building	44511084-44117282	Liberty Utilities	11,476
Dept of Safety	Fire Academy Aircraft Rescue Facility	44511242-44117511	Liberty Utilities	3,907
Dept of Safety	Fire Academy Dormitory	44511141-44117384	Liberty Utilities	16,301
Dept of Safety	Fire Academy Firehouse	44511144-44117368	Liberty Utilities	7,375
Dept of Safety	Safety Warehouse	44511171-44117392	Liberty Utilities	4,103
Dept of Safety	State Police Radio and Automobile Repair Building	44504293-44108367	Liberty Utilities	4,585
Dept of Safety	Troop G / Aviation	44510932-44117116	Liberty Utilities	2,739
DOT	Bridge Maintenance Crew 13 Franklin Office Bldg	44568815-44208500	Liberty Utilities	2,292

DOT	Stickney Avenue - Main Building	44510755-44117232	Liberty Utilities	49,388
DOT	Traffic - Building B	44511226-44117484	Liberty Utilities	1,000
DOT	Traffic - Building C	44510838-44116992	Liberty Utilities	1,370
DOT	Traffic - Building D	44510835-44116989	Liberty Utilities	3,800
DOT	Traffic - Office	44510834-44116988	Liberty Utilities	15,398
DOT	Turnpikes - Exit 11 Toll	44564765-44205948	Liberty Utilities	13,435
DOT	Turnpikes - Nashua Maintenance	44539849-44164933	Liberty Utilities	5,709
DOT	Turnpikes - Nashua Rest Area	44545087-44174108	Liberty Utilities	2,093
DRED	(HMB03) Lg Maintenance Shed	4014087-4003662	Unitil	3,868
DRED	(HMS01) - South Bathhouse	4188541-4064490	Unitil	1,136
DRED	(HMS02) South Pavilion	4014087-4065082	Unitil Northern	2,969
DRED	(HMS03) Lifeguard/Stage Area	4014087-4065086	Unitil Northern	2,592
DRED	(HMS04) North Pavilion	4014087-4065084	Unitil Northern	2,854
Employment Security	Concord Employment Security	44512750-44119682	Liberty Utilities	8,918
Employment Security	Laconia Employment Security	44502683-44186532	Liberty Utilities	3,006
Employment Security	Manchester Employment Security	44580681-44232332	Liberty Utilities	14,909
Employment Security	Manchester Training & Appeals	44580683-44232332	Liberty Utilities	3,779
Employment Security	Nashua Employment Security	44540800-44186532	Liberty Utilities	4,556
Employment Security	Portsmouth Employment Security	4018383-4004930	Unitil	3,426
Employment Security	Somersworth Employment Security	4083813-4019994	Unitil	5,614
Employment Security	Tobey Building	44609116-44119982	Liberty Utilities	15,360
Fish and Game	Headquarters	44510776-44118922	Liberty Utilities	8,500
Fish and Game	HQ Office/Garage	44510779-44118925	Liberty Utilities	3,000
Juvenile Justice Services	John Sununu YSC	44582788-44236288	Liberty Utilities	188,531
Juvenile Justice Services	Maint. Garage	44582784-44236286	Liberty Utilities	25,225
Juvenile Justice Services	Maint Shop	44572055-44217277	Liberty Utilities	3,331
Juvenile Justice Services	Rec. Building	44582780-44236283	Liberty Utilities	4,409
Juvenile Justice Services	YDC Boiler Plant	44582781-44236284	Liberty Utilities	131,369
Liquor Commission	Concord, Comm. HQ & Warehouse	44511147-44180689	Liberty Utilities	3,900
Liquor Commission	Retail Store #01 - Concord	44511072-44117288	Liberty Utilities	37,500
Liquor Commission	Retail Store #04 - Hooksett	44570404-44214685	Liberty Utilities	4,200
Liquor Commission	Retail Store #06 - 738 Islington St Portsmouth	4003343-4017458	Unitil	1,800

Liquor Commission	Retail Store #08 - 738 Islington St Portsmouth	4003343-4038274	Unill	1,250
Liquor Commission	Retail Store #10 - 88 Elm St. Manchester	44808795- 44283161	Liberty Utilities	3,000
Liquor Commission	Retail Store #13 - 5 Somersworth Plz Somersworth	4184935- 4059040	Unill	3,125
Liquor Commission	Retail Store #14 - 5 Milton Rd 219 Rochester	4017099-4008490	Unill	4,800
Liquor Commission	Retail Store #17 - Franklin	44587051- 44209207	Liberty Utilities	3,050
Liquor Commission	Retail Store #20 - 35 Manchester Rd. Derry	44520458- 44214883	Liberty Utilities	4,600
Liquor Commission	Retail Store #25 - 28 Portsmouth Ave Stratham	4003157-4000592	Unill	3,800
Liquor Commission	Retail Store #27 - Nashua	44598987- 44180869	Liberty Utilities	5,700
Liquor Commission	Retail Store #28 - 186 Ocean Blvd Seabrook	4017099-4004512	Unill	3,250
Liquor Commission	Retail Store #30 - 28 Jones Rd. Milford	44559858- 44133771	Liberty Utilities	4,200
Liquor Commission	Retail Store #31 - 887 Hanover St Ut 18 Manchester	44593978- 44255987	Liberty Utilities	2,700
Liquor Commission	Retail Store #32 - Nashua	44540343- 44165755	Liberty Utilities	2,800
Liquor Commission	Retail Store #33 - Manchester	44598580- 44284548	Liberty Utilities	1,800
Liquor Commission	Retail Store #33 - Manchester	44598585- 44284548	Liberty Utilities	8,700
Liquor Commission	Retail Store #34 - Salem	4017099-4044874	Unill	8,000
Liquor Commission	Retail Store #58 - Goffstown	44805227- 44277745	Liberty Utilities	2,350
Liquor Commission	Retail Store #81 - 137 C Rockingham Rd Londonderry	TBD	Liberty Utilities	12,000
Liquor Commission	Retail Store #66 - 193 North, Route 3A Hooksett	44807502- 44293583	Liberty Utilities	12,000
Liquor Commission	Retail Store #87 - 193 South, 25 Springer Rd Hooksett	44807445- 44293583	Liberty Utilities	12,000
Liquor Commission	Retail Store #88 - 88 Lafayette Rd North Hampton	4003343-4000844	Unill	3,100
Liquor Commission	Retail Store #74 - Londonderry	44520740- 44133771	Liberty Utilities	3,000
Liquor Commission	Retail Store #75 - Belmont	44588450- 44208257	Liberty Utilities	3,800
NH Hospital	Acute Psychiatric Services (APS)	44512323- 44119273	Liberty Utilities	229,199
NH Hospital	Acute Psychiatric Services (APS)	44509038- 44114391	Liberty Utilities	8,159
NH Hospital	Liberty House	44509093- 44114488	Liberty Utilities	2,002
Police Standards & Training	Police Standards Office/Dorm	44507748- 44112585	Liberty Utilities	23,204
Police Standards & Training	Police Standards Tactical Center	44507870- 44112715	Liberty Utilities	24,721

161 accounts 5,198,634

GROUP II

Corrections	Berlin - Administration/Public	44502886- 44104392	Liberty Utilities	247,111
Corrections	Berlin - Warehouse/Garage	44502884- 44104382	Liberty Utilities	16,585

2 accounts 263,696