NATURAL GAS SALES AGREEMENT

This Natural Gas Sales Agreement ("**Agreement**") is entered into as of April 8, 2019 by and between **Sprague Operating Resources LLC ("Sprague")** with offices at 185 International Drive, Portsmouth, New Hampshire 03801 and **City of Manchester ("Buyer")** with offices at 475 Valley Street, Manchester, NH 03103. In consideration of the mutual covenants, undertakings, terms and conditions set forth below, Sprague and Buyer agree as follows:

1. **Service**. Sprague agrees to sell and deliver to Buyer at the location(s) identified on Addendum A and Buyer agrees to receive and purchase from Sprague natural gas ("**Gas**") on the terms and conditions set forth in this Agreement. Each sale shall be on a firm basis unless otherwise stated in the Transaction Confirmation, meaning that either party may interrupt its performance without liability only to the extent that Force Majeure applies as described in Section 19.

2. **Transaction Procedure**. When Sprague and Buyer reach an agreement on Buyer's purchase of Gas, Sprague shall communicate to Buyer the agreed upon terms in the form of a "Transaction Confirmation," as set forth in the attached Exhibit A, via facsimile, electronic mail, or other means as agreed upon by the parties. Each Transaction Confirmation is subject to the terms and conditions of this Agreement and is an integral part thereof. If any term of this Agreement conflicts with any term in a binding Transaction Confirmation, the Transaction Confirmation shall control, but shall not void any non-conflicting term of this Agreement. Buyer shall be solely responsible for notifying Sprague in writing of any inaccuracies in the Transaction Confirmation not more than two (2) business days from Buyer's receipt of a Transaction Confirmation. A Transaction Confirmation shall be binding upon the parties when it is signed by Sprague's authorized agent and either (1) Buyer has signed the Transaction Confirmation and returned it to Sprague; or (2) Buyer has failed to sign the Transaction Confirmation within two (2) business days from receipt and provide written notification of any inaccuracies.

3. **Telephone Recordings**. The parties agree that each party may electronically record all telephone conversations between their respective agents and employees regarding this Agreement and any Transaction Confirmation, or other commercial business between the parties, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording, but neither party waives any objection to the admissibility of such evidence.

4. **Transportation.** Sprague shall be solely responsible for transporting the Gas to the delivery point(s) set forth in the Transaction Confirmation. Buyer shall be solely responsible for transporting and handling the Gas from such delivery point(s).

5. **Quality and Measurement.** Sprague shall deliver all Gas in compliance with the quality and measurement specifications as set forth in the tariff of the Transporter delivering the Gas to Buyer. "**Transporter**" shall mean all Gas gathering or pipeline companies, or local distribution companies, transporting Gas for Sprague or Buyer upstream or downstream, respectively, of the delivery point pursuant to the Transaction Confirmation.

6. **Nominations and Scheduling**. Buyer shall give Sprague prior notice of the quantities of Gas to be delivered that is sufficient to meet the requirements of each Transporter involved in the transaction. If Buyer fails to give such notice, Sprague may use the best available information to determine the quantities of Gas to be delivered, but Sprague shall not be liable in any way for any resulting imbalance charge or penalty. Any such imbalance charge or penalty shall be Buyer's sole responsibility under Section 8. Should a party become aware that an actual delivery at a delivery point is greater or lesser than the nominated volumes of Gas scheduled to be delivered, such party shall promptly notify the other party.

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

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

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

10. **Pricing and Billing.**

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

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

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

d. *Invoices Presumed Final.* All invoices shall be conclusively presumed final and accurate. Buyer shall waive any associated claim for an inaccurate invoice and/or overpayment unless, within two (2) years from the date of the Gas delivery, in good faith, Buyer objects to the invoice in writing, including an adequate explanation and supporting industry-acceptable documentation. However, the last Transporter's meter reading shall control for the purpose of determining an invoice's accuracy, and the Buyer shall not dispute a Sprague invoice based on a meter reading unless it possesses documentation from the Transporter, verifying an error in the meter reading and setting forth the accurate meter reading. Retroactive adjustments under this Section shall be invoiced accordingly. If the parties cannot resolve any invoice dispute, either party may pursue any remedy available at law or in equity to enforce its rights subject to Section 25. Nothing in this Section shall be deemed to preclude Sprague from making a retroactive adjustment of an invoice within a reasonable time of receiving information from the last Transporter, indicating an error in a prior invoice, regardless of the original invoice date.

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

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

Billing/Invoices:	**Transaction Confirmations:**	**Other notices, requests, demands or statements:**
SPRAGUE: **Sprague Operating Resources LLC** 185 International Drive Portsmouth, NH 03801 Attn: Customer Care Telephone No.: (844) 994-3835 Fax No.: (603) 766-7448 E-mail address: customercareteam@spragueenergy.com	185 International Drive Portsmouth, NH 03801 Attn: Natural Gas Administration Telephone No.: (844) 994-3835 Fax No.: (603) 430-5320 E-mail address: contractadministrationgroup@ spragueenergy.com	185 International Drive Portsmouth, NH 03801 Attn: Natural Gas Administration Telephone No.: (844) 994-3835 Fax No.: (603) 430-5320 E-mail address: contractadministrationgroup@ spragueenergy.com
BUYER: **City of Manchester** 475 Valley Street Manchester, NH 03103 Attn: Timothy Clougherty Telephone No.: (603) 624-6444 Fax No.: N/A E-mail address: tclougherty@manchesternh.gov	475 Valley Street Manchester, NH 03103 Attn: Timothy Clougherty Telephone No.: (603) 624-6444 Fax No.: N/A E-mail address: tclougherty@manchesternh.gov	475 Valley Street Manchester, NH 03103 Attn: Timothy Clougherty Telephone No.: (603) 624-6444 Fax No.: N/A E-mail address: tclougherty@manchesternh.gov
	COPY TO: **Competitive Energy Services, LLC** 148 Middle Street, Suite 506 Portland, ME 04101 Attn: Contract Department Telephone No.: (207) 772-6190 Fax No.: (207) 772-6320 E-mail address: cesnaturalgas@competitive-energy.com	148 Middle Street, Suite 506 Portland, ME 04101 Attn: Contract Department Telephone No.: (207) 772-6190 Fax No.: (207) 772-6320 E-mail address: cesnaturalgas@competitive-energy.com

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

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

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

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

15. **Breach of Performance Obligations**

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

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

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

d. Any amount due under this Section 15 shall be payable five (5) business days after presentation of the performing party's invoice, which shall set forth the basis upon which the amount was calculated. Imbalance Charges shall only be recovered pursuant to Section 8.

e. Notwithstanding any terms to the contrary in this section or in the Agreement, Sprague shall abide by all notice and cure period as required by all applicable laws and regulations.

16. **Events of Default**. An "**Event of Default**" shall occur when a party (the "**Defaulting Party**") or its guarantor:

a. makes an assignment or any general arrangement for the benefit of creditors;

b. files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

c. otherwise becomes bankrupt or insolvent (however evidenced);

d. is unable to pay its debts as they fall due;

e. has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; or

f. fails to perform any obligation to the other party with respect to Sections 13 or 14.

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

a. The Non-Defaulting Party shall give notice to the Defaulting Party of the "**Early Termination Date**", such date being five (5) days from the date of the notice, of all transactions under this Agreement, each being a "**Terminated Transaction**". On the Early Termination Date, all transactions will terminate, except those transactions, if any, that may not be liquidated and terminated under applicable law or are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("**Excluded Transactions**"). The Excluded Transactions must be liquidated and terminated as soon as reasonably practicable, and upon termination shall be treated as Terminated Transactions. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of this Section.

b. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (1) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any imbalance charges), for which payment under this Agreement has not yet been made; and (2) the Market Value, as defined below, of each Terminated Transaction.

c. The Non-Defaulting Party shall (1) liquidate and accelerate each Terminated Transaction at its Market Value, so that the amount equal to the difference between such Market Value and the Transaction Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Transaction Value and due to Sprague if the opposite is the case; and (2) where appropriate, discount each amount then due to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions). The Non-Defaulting party shall also be entitled to recover costs incurred due to termination and liquidation under this Section 17, including but not limited to broker and hedge-related costs and direct costs, but not indirect costs, provided there shall be no duplication of costs and damages.

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

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

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

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

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

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

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

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

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

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

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

24. **Limitations.**

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

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

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

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

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

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

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

Sprague Operating Resources LLC		**City of Manchester**	
By:	Brian W Weego Brian W Weego (Apr 15, 2019)	By:	
WRW Name:	Brian Weego	Name:	TIMOTHY J. CLOUGHERTY
Title:	Vice President, Natural Gas	Title:	DEP. PW DIRECTOR
Date:	Apr 15, 2019	Date:	4/9/19

Sprague

Addendum A
to the
NATURAL GAS SALES AGREEMENT
Between
Sprague Operating Resources LLC and City of Manchester
dated April 8, 2019

DELIVERY LOCATION:

ACCOUNT #	ADDRESS- Street, City, State, Zip Code	LDC
44594404-44256721	1581 Lake Shore Rd, Manchester, NH 03109	Liberty (Energy North)
44594402-44256718	1581 Lake Shore Rd, Manchester, NH 03109	Liberty (Energy North)
44594401-44256717	1581 Lake Shore Rd, Manchester, NH 03109	Liberty (Energy North)
44589320-44248438	281 Lincoln St, Manchester, NH 03103	Liberty (Energy North)
44589352-44248482	275 Jewett St., Manchester, NH 03103	Liberty (Energy North)
44582048-44234989	436 Lake Ave Church, Manchester, NH 03103	Liberty (Energy North)
44585136-44240712	438 Dubuque St., Manchester, NH 03102	Liberty (Energy North)
44572746-44218493	405 Valley St, Manchester, NH 03103	Liberty (Energy North)
44572790-44218572	540 Hayward St, Manchester, NH 03103	Liberty (Energy North)
44589285-44404345	295 Lincoln St, Manchester, NH 03103	Liberty (Energy North)
44572674-44218367	475 Valley St, Manchester, NH 03103	Liberty (Energy North)
44572016-44217211	480 Hayward St, Manchester, NH 03103	Liberty (Energy North)
44582842-44236361	110 Elm St., Manchester, NH 03101	Liberty (Energy North)
44573342-44219559	151 Douglas St., Center, Manchester, NH 03102	Liberty (Energy North)
44572116-44217402	275 Clay St., Shop, Manchester, NH 03103	Liberty (Energy North)
44582758-44236267	405 Pine St, Manchester, NH 03104	Liberty (Energy North)
44583051-44236761	76 No Main St, Manchester, NH 03102	Liberty (Energy North)
44574014-44220798	173 Walker St, Manchester, NH 03102	Liberty (Energy North)
44594406-44256724	1066 Hanover St., Sch, Manchester, NH 03102	Liberty (Energy North)
44582733-44236253	303 Beech St, Manchester, NH 03103	Liberty (Energy North)
44582773-44236278	777 Bridge St, Manchester, NH 03104	Liberty (Energy North)
44597832-44263210	625 Mammoth Rd, Manchester, NH 03109	Liberty (Energy North)
44582771-44236273	630 Mamoth Rd, Manchester, NH 03109	Liberty (Energy North)
44590039-44249630	575 Calef Rd, Manchester, NH 03103	Liberty (Energy North)
44600515-44269175	280 E Industrial Dr, Manchester, NH 03109	Liberty (Energy North)
44582820-44236322	525 So Main St., Manchester, NH 03103	Liberty (Energy North)
44583092-44236801	130 Amory St, Manchester, NH 03102	Liberty (Energy North)
44583161-44236872	44 Webster St, Manchester, NH 03104	Liberty (Energy North)
44572781-44218557	141 Hackett Hill Rd, Manchester, NH 03102	Liberty (Energy North)
44592192-44253255	222 So Jewett St., Manchester, NH 03101	Liberty (Energy North)
44582728-44236250	2033 So Willow St., Manchester, NH 03101	Liberty (Energy North)
44582757-44236266	100 Merrimack St, Manchester, NH 03101	Liberty (Energy North)
44578172-44248358	1528 Elm St, Manchester, NH 03101	Liberty (Energy North)

44583606-44237680	401 Wilson St., Schl, Manchester, NH 03104	Liberty (Energy North)
44583605-44237679	401 Wilson St., Schl, Manchester, NH 03104	Liberty (Energy North)
44583604-44237678	401 Wilson St, Manchester, NH 03104	Liberty (Energy North)
44594407-44256725	1066 Hanover St, Schl, Manchester, NH 03104	Liberty (Energy North)
44582814-44236883	9 Notre Dame Ave., Manchester, NH 03104	Liberty (Energy North)
44582809-44236311	44 Electric St., Manchester, NH 03104	Liberty (Energy North)
44583169-44236883	9 Notre Dame Ave., Manchester, NH 03104	Liberty (Energy North)
44582777-44236281	2519 Elm St., Manchester, NH 03103	Liberty (Energy North)
44582778-44236282	2519 Elm St Schl, Manchester, NH 03103	Liberty (Energy North)
44582734-44236254	679 Somerville St., Manchester, NH 03104	Liberty (Energy North)
44594752-44257231	245 Bruce Rd., School, Manchester, NH 03102	Liberty (Energy North)
44582811-44236313	75 Parkside Ave., Manchester, NH 03102	Liberty (Energy North)
44604289-44276262	223 Jas A Pollock Dr., Manchester, NH 03102	Liberty (Energy North)
44590238-44249942	530 So Porter St, Manchester, NH 03103	Liberty (Energy North)
44596776-44261083	300 Youville St., Manchester, NH 03103	Liberty (Energy North)
44590239-44249943	530 So Porter St., Manchester, NH 03103	Liberty (Energy North)
44582736-44236256	1 Crusader Way, Manchester, NH 03103	Liberty (Energy North)
44582738-44236258	1 Crusader Way Sch, Manchester, NH 03109	Liberty (Energy North)
44582768-44236272	550 Lowell St, Manchester, NH 03104	Liberty (Energy North)
44594367-44256661	290 So Mammoth Rd., School, Manchester, NH 03104	Liberty (Energy North)
44592095-44253095	130 So Jewett St, Manchester, NH 03103	Liberty (Energy North)
44572331-44217733	112 Reservoir Ave, Manchester, NH 03104	Liberty (Energy North)
44572028-44217235	2021 Goffs Falls Rd, Manchester, NH 03103	Liberty (Energy North)
44589346-44248476	275 Jewett St., Boiler, Manchester, NH 03103	Liberty (Energy North)
44589345-44248475	275 Jewett St, Manchester, NH 03103	Liberty (Energy North)
44572029-44217236	100 Aurore Ave, Manchester, NH 03109	Liberty (Energy North)
44585718-44241965	99 Sullivan St, Manchester, NH 03102	Liberty (Energy North)
44582763-44236269	225 Concord St, Manchester, NH 03104	Liberty (Energy North)
44580617-44232225	207 Lowell St, Manchester, NH 03104	Liberty (Energy North)
44580618-44232226	207 Lowell St, Manchester, NH 03104	Liberty (Energy North)
44577557-44227109	333 Beech St, Manchester, NH 03103	Liberty (Energy North)
44583137-44236844	20 Elm St, Manchester, NH 03103	Liberty (Energy North)
44583136-44236843	20 Elm St, Manchester, NH 03101	Liberty (Energy North)
44591528-44252105	1 Airport Rd., N Snow, Manchester, NH 03101	Liberty (Energy North)
44520942-44134058	1 Airport Rd, Londonderry, NH 03053	Liberty (Energy North)
44583167-44236881	27 Market St, Manchester, NH 03101	Liberty (Energy North)
44521564-44134988	400 Kelly Ave, Londonderry, NH 03053	Liberty (Energy North)
44521567-44134991	400 Kelly Ave, Londonderry, NH 03053	Liberty (Energy North)
44577489-44226987	908 Elm St, Manchester, NH 03104	Liberty (Energy North)
44591523-44252095	1 Airport Rd, Manchester, NH 03103	Liberty (Energy North)

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

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

Date:
Buyer:
Attn:
Deal:

Buyer Fax Nbr:
Agreement Date:
Contract Nbr: MANGRA161301

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

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

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

Payment Terms:

Transaction Terms:

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

Sprague Operating Resources LLC or Sprague Energy Solutions Inc.		**Buyer**	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Account Manager: Salesman - (phone) ( ) -

SAMPLE