

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

Date: April 8, 2019
Buyer: City of Manchester
Attn: Timothy Clougherty
Deal #: 2019041000014-0299

Email Address: tclougherty@manchesternh.gov
Agreement Date: April 8, 2019
Fax Number: (603) 624-6487
Contract Number: NGRA191642

This Transaction Confirmation is made pursuant to the terms and conditions of Sprague Operating Resources LLC Natural Gas Sales Agreement ("Agreement") entered into between the parties and dated April 8, 2019. 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 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 **
7/1/2019 to 7/31/2019	27.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
8/1/2019 to 8/31/2019	30.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
9/1/2019 to 9/30/2019	51.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
10/1/2019 to 10/31/2019	144.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
11/1/2019 to 11/30/2019	423.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
12/1/2019 to 12/31/2019	793.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
1/1/2020 to 1/31/2020	801.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
2/1/2020 to 2/29/2020	604.2	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
3/1/2020 to 3/31/2020	550.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
4/1/2020 to 4/30/2020	311.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
5/1/2020 to 5/31/2020	126.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
6/1/2020 to 6/30/2020	45.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
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2/1/2021 to 2/28/2021	606.0	NYMEX LDS + US\$3.410	KeySpan (Energy North) TGP NDM
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* The Price shall also include any other charges set forth herein and all applicable Taxes, as defined in the Agreement.

** The Delivery Information may include local distribution company, delivery pipeline, transportation tariff and other information relevant to natural gas delivery. Unless otherwise specified, the Delivery Point is the city gate interconnection between the LDC and the delivery pipeline.

Payment Terms:

Buyer agrees to pay Sprague, via check, for all amounts invoiced within 30 calendar days of receipt of Sprague's invoice. Sprague may charge Buyer an interest rate of one and a half percent (1½%) monthly on any payment not received by the due date or the maximum legal rate, if lower.

Transaction Terms:

Buyer shall pay Sprague the Price, including the above-noted basis plus the last day's Settlement price for the NYMEX Henry Hub natural gas futures contract (NYMEX LDS) pursuant to each Delivery Period(s), plus any applicable utility capacity charges. In the event of an approved change to a transporter tariff and/or utility authorized capacity assignment and/or delivery point resulting in a related rate increase, the contract price set forth in this Transaction Confirmation may be adjusted accordingly.

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Buyer may request from Sprague a fixed price for any portion of the Contract Quantity, in monthly terms, in even 10,000 MMBtu increments, for any individual remaining Delivery Period(s) in this Transaction Confirmation. Sprague will use reasonable efforts to accommodate requests for a fixed price in increments less than 10,000 MMBtu. Such request must be made prior to 12:00 PM EST on the day of the NYMEX contract settlement for the applicable month. Buyer recognizes that Sprague utilizes a variety of sources to hedge its price commitments and the fixed price may be impacted by volume, term, market liquidity and other factors effecting the market, customer or Sprague and may not be reflective of published prices from such sources as the NYMEX.

The Price by utility account is applicable for the Monthly Cycle Contract Quantity ("MCCQ") plus or minus any imbalances resulting from normal operations. The Meter Cycle Period ("MCP") shall be defined as the period beginning with the prior read date and ending with the current read date reported to Sprague by the local distribution company ("LDC"). The MCCQ shall be defined as the sum of the Daily Contract Quantities ("DCQ") for each day of the MCP. The Meter Cycle Usage Quantity ("MCUQ") shall be defined as Buyer's usage for the MCP reported to Sprague by the LDC.

In the event of a material change, as determined by Seller, to either the operational or market dynamics in existence at the date on which this Agreement is executed, Sprague reserves the right to charge or credit a market-based price for any imbalances in excess of 25% of the daily pro-rata share of a defined DCQ.

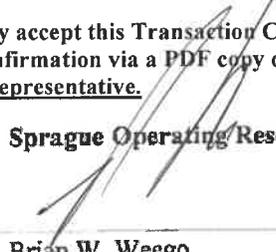
Buyer understands and agrees that Sprague may pay a fee to Competitive Energy Services, LLC with regard to this Transaction Confirmation.

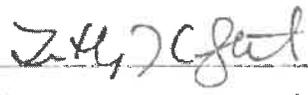
Absent a written agreement between the parties, in the event Sprague delivers Gas to the Buyer, and Buyer receives Gas from Sprague, beyond the above Delivery Period(s), Sprague shall have the right to invoice Buyer for such Gas at a market-based price as determined by Sprague, which may be different from the above-stated Price, plus any imbalance charges, applicable utility capacity assignment charges and Taxes.

Buyer may accept this Transaction Confirmation by signing below and emailing ContractAdministrationGroup@spragueenergy.com the signed confirmation via a PDF copy or faxing it to Sprague at (603) 430-5320. This Transaction Confirmation is not valid unless signed by a Sprague representative.

Sprague Operating Resources LLC

City of Manchester

By: 
Title: Vice President, Natural Gas
Date: 4/14/19

By: 
Title: Deputy Public Works Director
Date: 4/9/19

Account Manager: Jamie Henshaw (phone) (603) 430-7229

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Service Location(s):

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
1 AIRPORT RD Manchester, NH 30530	44520942-44134058	None	Assigned LLF	11.813
400 KELLY AVE Manchester, NH 30530	44521564-44134988	None	Assigned LLF	34.146
400 KELLY AVE Manchester, NH 30530	44521567-44134991	None	Assigned LLF	10.534
480 Hayward St Manchester, NH 31030	44572016-44217211	None	Assigned LLF	21.094
2021 GOFFS FALLS RD Manchester, NH 31030	44572028-44217235	None	Assigned LLF	27.677
100 AURORE AVE Manchester, NH 31090	44572029-44217236	None	Assigned LLF	38.062
275 CLAY ST., SHOP Manchester, NH 31030	44572116-44217402	None	Assigned LLF	4.412
112 RESERVOIR AVE Manchester, NH 31040	44572331-44217733	None	Assigned LLF	70.676
475 Valley St Manchester, NH 31030	44572674-44218367	None	Assigned LLF	7.415
405 Valley St Manchester, NH 31030	44572746-44218493	None	Assigned LLF	1.777
141 Hackett Hill Rd Manchester, NH 31020	44572781-44218557	None	Assigned LLF	6.214
540 Hayward St Manchester, NH 31030	44572790-44218572	None	Assigned LLF	8.741
151 DOUGLAS ST., CENTER Manchester, NH 31020	44573342-44219559	None	Assigned LLF	10.288
173 WALKER ST Manchester, NH 31020	44574014-44220798	None	Assigned LLF	0.000

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908 ELM ST Manchester, NH 31040	44577489-44226987	None	Assigned LLF	✓	15.596
333 BEECH ST Manchester, NH 31030	44577557-44227109	None	Assigned LLF	✓	59.329
1528 Elm St Manchester, NH 31010	44578172-44248358	None	Assigned LLF	✓	24.456
207 LOWELL ST Manchester, NH 31040	44580617-44232225	None	Assigned LLF	✓	201.847
207 LOWELL ST Manchester, NH 31040	44580618-44232226	None	Assigned LLF	✓	1.053
436 LAKE AVE CHURCH Manchester, NH 31030	44582048-44234989	None	Assigned LLF	✓	1.182
2033 SO WILLOW ST. Manchester, NH 31010	44582728-44236250	None	Assigned LLF	✓	7.200
303 BEECH ST Manchester, NH 31030	44582733-44236253	None	Assigned LLF	✓	22.764
679 SOMERVILLE ST. Manchester, NH 31040	44582734-44236254	None	Assigned LLF	✓	15.000
1 Crusader Way Manchester, NH 31030	44582736-44236256	None	Assigned LLF	✓	4.747
1 CRUSADER WAY SCH Manchester, NH 31090	44582738-44236258	None	Assigned LLF	✓	92.678
100 Merrimack St Manchester, NH 31010	44582757-44236266	None	Assigned LLF	✓	27.803
405 PINE ST Manchester, NH 31040	44582758-44236267	None	Assigned LLF	✓	22.207
225 CONCORD ST Manchester, NH 31040	44582763-44236269	None	Assigned LLF	✓	4.884
550 LOWELL ST Manchester, NH 31040	44582768-44236272	None	Assigned LLF	✓	26.949
630 Mammoth Rd Manchester, NH 31090	44582771-44236273	None	Assigned LLF	✓	8.400

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2519 ELM ST. Manchester, NH 31030	44582777-44236281	None	Assigned LLF	17.464
2519 ELM ST SCHL Manchester, NH 31030	44582778-44236282	None	Assigned LLF	23.090
44 ELECTRIC ST. Manchester, NH 31040	44582809-44236311	None	Assigned LLF	27.235
75 PARKSIDE AVE. Manchester, NH 31020	44582811-44236313	None	Assigned LLF	61.076
9 NOTRE DAME AVE. Manchester, NH 31040	44582814-44236883	None	Assigned LLF	111.888
525 SO MAIN ST. Manchester, NH 31030	44582820-44236322	None	Assigned LLF	7.587
110 ELM ST. Manchester, NH 31010	44582842-44236361	None	Assigned LLF	24.883
76 NO MAIN ST Manchester, NH 31020	44583051-44236761	None	Assigned LLF	4.398
130 Amory St Manchester, NH 31020	44583092-44236801	None	Assigned LLF	5.928
20 ELM ST Manchester, NH 31010	44583136-44236843	None	Assigned LLF	11.832
20 ELM ST Manchester, NH 31030	44583137-44236844	None	Assigned LLF	18.213
44 Webster St Manchester, NH 31040	44583161-44236872	None	Assigned LLF	7.878
27 MARKET ST Manchester, NH 31010	44583167-44236881	None	Assigned LLF	17.515
9 NOTRE DAME AVE. Manchester, NH 31040	44583169-44236883	None	Assigned LLF	0.069
401 WILSON ST Manchester, NH 31040	44583604-44237678	None	Assigned LLF	9.429

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401 WILSON ST., SCHL Manchester, NH 31040	44583605-44237679	None	Assigned LLF	✓	14.507
401 WILSON ST., SCHL Manchester, NH 31040	44583606-44237680	None	Assigned LLF	✓	0.907
438 DUBUQUE ST. Manchester, NH 31020	44585136-44240712	None	Assigned LLF	✓	6.047
99 SULLIVAN ST Manchester, NH 31020	44585718-44241965	None	Assigned LLF	✓	23.515
295 Lincoln St Manchester, NH 31030	44589285-44404345	None	Assigned LLF	✓	5.237
281 Lincoln St Manchester, NH 31030	44589320-44248438	None	Assigned LLF	✓	7.677
275 JEWETT ST Manchester, NH 31030	44589345-44248475	None	Assigned LLF	✓	11.546
275 JEWETT ST., BOILER Manchester, NH 31030	44589346-44248476	None	Assigned LLF	✓	12.566
275 JEWETT ST. Manchester, NH 31030	44589352-44248482	None	Assigned LLF	✓	16.463
575 Calef Rd Manchester, NH 31030	44590039-44249630	None	Assigned LLF	✓	3.601
530 SO PORTER ST Manchester, NH 31030	44590238-44249942	None	Assigned LLF	✓	87.134
530 SO PORTER ST. Manchester, NH 31030	44590239-44249943	None	Assigned LLF	✓	4.753
1 AIRPORT RD., N SNOW Manchester, NH 31010	44591528-44252105	None	Assigned LLF	✓	54.941
130 SO JEWETT ST Manchester, NH 31030	44592095-44253095	None	Assigned LLF	✓	22.265
222 SO JEWETT ST. Manchester, NH 31010	44592192-44253255	None	Assigned LLF	✓	73.947

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290 SO MAMMOTH RD., SCHOOL Manchester, NH 31040	44594367-44256661	None	Assigned LLF	81.542
1581 Lake Shore Rd Manchester, NH 31090	44594401-44256717	None	Assigned LLF	4.142
1581 Lake Shore Rd Manchester, NH 31090	44594402-44256718	None	Assigned LLF	2.567
1581 Lake Shore Rd Manchester, NH 31090	44594404-44256721	None	Assigned LLF	3.000
1066 HANOVER ST., SCH Manchester, NH 31020	44594406-44256724	None	Assigned LLF	0.831
1066 HANOVER ST, SCHL Manchester, NH 31040	44594407-44256725	None	Assigned LLF	24.605
245 BRUCE RD., SCHOOL Manchester, NH 31020	44594752-44257231	None	Assigned LLF	21.272
300 YOUVILLE ST. Manchester, NH 31030	44596776-44261083	None	Assigned LLF	26.914
625 MAMMOTH RD Manchester, NH 31090	44597832-44263210	None	Assigned LLF	4.734
280 E Industrial Dr Manchester, NH 31090	44600515-44269175	None	Assigned LLF	12.561
223 JAS A POLLOCK DR. Manchester, NH 31020	44604289-44276262	None	Assigned LLF	25.287
777 BRIDGE ST Manchester, NH 31040	44582773-44236278	None	Assigned LLF	17.120

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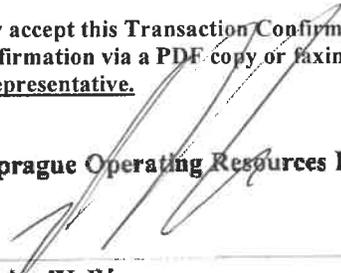
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Sprague Operating Resources LLC
By: 
Title: Vice President, Natural Gas
Date: 4/14/19

City of Manchester
By: 
Title: Deputy Public Works Director
Date: 4/9/19

Account Manager: Jamie Henshaw (phone) (603) 430-7229

Service Location(s):

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
1 Airport Rd Manchester, NH 31030	44591523-44252095	None	Assigned LLF	169.100