



Master Agreement

Effective Date: 12/01/17

Expiration Date: 11/30/21

Master Agreement Description: Contract for Natural Gas Supply for State Facilities

Buyer Information

Michelle Fournier 624-8868 ext. Michelle.Fournier@maine.gov

Issuer Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Requestor Information

Donny Crockett 207-287-5662 ext. Donny.Crockett@maine.gov

Agreement Reporting Categories

Reason For Modification: Extending until 11/30/21 with lower pricing

Authorized Departments

ALL

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000085427

Vendor Name

SPRAGUE OPERATING RESOURCES LLC

Alias/DBA

Vendor Address Information

TWO INTERNATIONAL DRIVE, SUITE 200

PORTSMOUTH, NH 03801

US

Vendor Contact Information

BOB POSTON
207-767-0178 ext.
bposton@spragueenergy.com

Commodity Information

Vendor Line #: 1
Vendor Name: SPRAGUE OPERATING RESOURCES LLC
Commodity Line #: 1
Commodity Code: 40513
Commodity Description: Natural Gas Supply for State Facilities
Commodity Specifications: Locked in price of \$7.00
Commodity Extended Description: As per the specifications attached and made part of this MA.

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00	12/01/17	11/30/21
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165
T&C Name:
T&C Details: Net 30
Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

<hr/>	
Signature	Date
Jaime C. Schorr, Chief Procurement Officer	

Vendor

<hr/>	
Signature	Date

<hr/>	
Print Representative Name and Title	

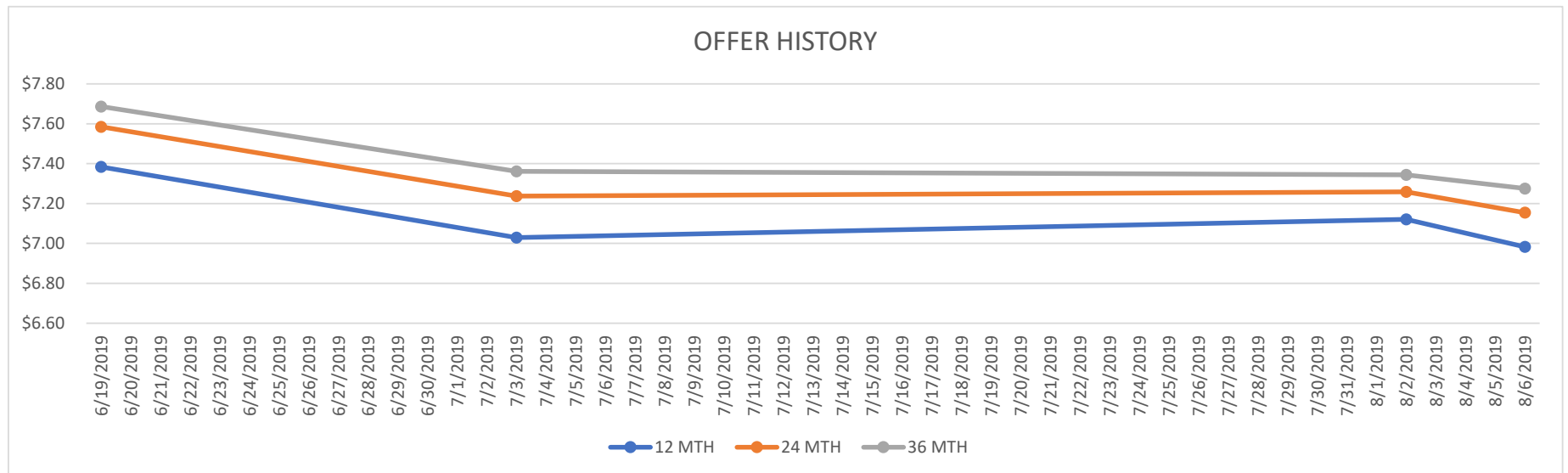
SPRAGUE OFFER

State of Maine

RFQ # - Natural Gas Supply to State Facilities

Attachment B - Price Quotation Form

				100% VOLUMES		
Location	Site	Address	City	Fixed Price Bid 12 months 12/1/19 to 11/30/20	Fixed Price Bid 24 months 12/1/19 to 11/30/21	Fixed Price Bid 36 months 12/1/19 to 11/30/22
East Campus	AMHI Power House	4 Blossom Lane	Augusta		\$7.00	
East Campus	Riverview	250 Arsenal St	Augusta		\$7.00	
West Campus	Cross Office Building	111 Sewall St	Augusta		\$7.00	
West Campus	DHHS	221 State St	Augusta		\$7.00	
Corrections	Long Creek Youth	675 Westbrook St.	S. Portland		\$7.00	
Corrections	Maine Correctional Center	17 Mallison Road	Windham		\$7.00	
DHHS	Dorothea Dix Psychiatric Center	656 State St.	Bangor		\$7.00	



SPRAGUE OPERATING RESOURCES LLC NATURAL GAS TRANSACTION CONFIRMATION

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7651

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

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 May 7, 2012. 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 **
12/1/2019 to 12/31/2019	117.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
1/1/2020 to 1/31/2020	135.1	US\$7.000 Fixed	Maine Natural Maritimes Windsor
2/1/2020 to 2/29/2020	122.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
3/1/2020 to 3/31/2020	112.2	US\$7.000 Fixed	Maine Natural Maritimes Windsor
4/1/2020 to 4/30/2020	83.6	US\$7.000 Fixed	Maine Natural Maritimes Windsor
5/1/2020 to 5/31/2020	46.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
6/1/2020 to 6/30/2020	0.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
7/1/2020 to 7/31/2020	0.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
8/1/2020 to 8/31/2020	0.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
9/1/2020 to 9/30/2020	0.5	US\$7.000 Fixed	Maine Natural Maritimes Windsor
10/1/2020 to 10/31/2020	67.8	US\$7.000 Fixed	Maine Natural Maritimes Windsor
11/1/2020 to 11/30/2020	107.2	US\$7.000 Fixed	Maine Natural Maritimes Windsor
12/1/2020 to 12/31/2020	117.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
1/1/2021 to 1/31/2021	135.1	US\$7.000 Fixed	Maine Natural Maritimes Windsor
2/1/2021 to 2/28/2021	122.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
3/1/2021 to 3/31/2021	112.2	US\$7.000 Fixed	Maine Natural Maritimes Windsor
4/1/2021 to 4/30/2021	83.6	US\$7.000 Fixed	Maine Natural Maritimes Windsor
5/1/2021 to 5/31/2021	46.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
6/1/2021 to 6/30/2021	0.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
7/1/2021 to 7/31/2021	0.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
8/1/2021 to 8/31/2021	0.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
9/1/2021 to 9/30/2021	0.5	US\$7.000 Fixed	Maine Natural Maritimes Windsor
10/1/2021 to 10/31/2021	67.8	US\$7.000 Fixed	Maine Natural Maritimes Windsor
11/1/2021 to 11/30/2021	107.2	US\$7.000 Fixed	Maine Natural Maritimes Windsor

* 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.

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NATURAL GAS TRANSACTION CONFIRMATION**

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The Price by utility account is applicable for the Daily Contract Quantity ("DCQ"). All volumes nominated outside the DCQ will be cashed out at a market based price. Buyer is responsible for local distribution company charges & cashouts resulting from consumption greater or less than the nominated volumes.

Upon notice under Section 7 of the Natural Gas Agreement, Sprague shall have the right to renegotiate the contract terms and shall have the right to terminate service if a satisfactory resolution is not agreed to by the parties, and Buyer shall bear all costs Sprague incurs as a result of Buyer's failure to timely provide such notice to Sprague or as a result of termination of service, in accordance with the Natural Gas Sales Agreement.

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 authorizes Sprague to obtain and review 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. 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 the Agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration at the address given. Sprague reserves the right to cancel the Contract in the event Buyer rescinds the authorization.

Buyer may accept this Transaction Confirmation by signing below, emailing ContractAdministrationGroup@spragueenergy.com the signed confirmation via a PDF copy or 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. This Transaction Confirmation is not valid/in effect unless/until signed by a Sprague representative.

Sprague Operating Resources LLC

By:



Mark A. Roberts

Title:

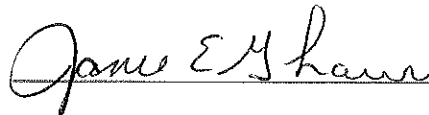
Managing Director, Power Operations & Business Development

Date:

8-7-19

The State of Maine

By:



Title:

DIRECTOR, PROPERTY MGMT DIV

Date:

8-13-19

Account Manager: Bob Poston - (phone) (201) 633-8277

SERVICE LOCATIONS

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
AMHI Power House Augusta, ME 043300000	09-0234-1A	None		

SPRAGUE OPERATING RESOURCES LLC NATURAL GAS TRANSACTION CONFIRMATION

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7652

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

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Delivery Period	Contract Quantity (MMBTU/day)	Price*	Delivery Information **
12/1/2019 to 12/31/2019	128.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
1/1/2020 to 1/31/2020	144.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
2/1/2020 to 2/29/2020	108.6	US\$7.000 Fixed	Maine Natural Maritimes Windsor
3/1/2020 to 3/31/2020	114.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
4/1/2020 to 4/30/2020	84.1	US\$7.000 Fixed	Maine Natural Maritimes Windsor
5/1/2020 to 5/31/2020	72.2	US\$7.000 Fixed	Maine Natural Maritimes Windsor
6/1/2020 to 6/30/2020	70.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
7/1/2020 to 7/31/2020	59.1	US\$7.000 Fixed	Maine Natural Maritimes Windsor
8/1/2020 to 8/31/2020	55.2	US\$7.000 Fixed	Maine Natural Maritimes Windsor
9/1/2020 to 9/30/2020	62.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor
10/1/2020 to 10/31/2020	88.9	US\$7.000 Fixed	Maine Natural Maritimes Windsor
11/1/2020 to 11/30/2020	120.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor
12/1/2020 to 12/31/2020	128.0	US\$7.000 Fixed	Maine Natural Maritimes Windsor
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11/1/2021 to 11/30/2021	120.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor

* The Price shall also include any other charges set forth herein and all applicable Taxes, as defined in the Agreement.

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Payment Terms:

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NATURAL GAS TRANSACTION CONFIRMATION**

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
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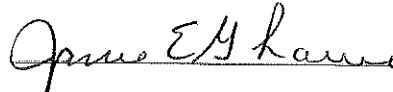
Managing Director, Power Operations & Business Development 

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Date:

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Account Manager: Bob Poston - (phone) (201) 633-8277

SERVICE LOCATIONS

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
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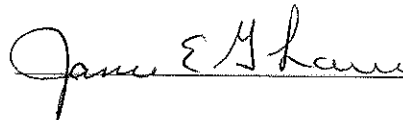
Managing Director, Power Operations & Business Development *PT*

Date:

8-7-19

The State of Maine

By:



Title:

DIRECTOR, PROPERTY MGMT DIV

Date:

8-13-19

Account Manager: Bob Poston - (phone) (201) 633-8277

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Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
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Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7656

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

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12/1/2020 to 12/31/2020	165.0	US\$7.000 Fixed	Bangor Gas Maritimes DM
1/1/2021 to 1/31/2021	173.4	US\$7.000 Fixed	Bangor Gas Maritimes DM
2/1/2021 to 2/28/2021	174.3	US\$7.000 Fixed	Bangor Gas Maritimes DM
3/1/2021 to 3/31/2021	151.1	US\$7.000 Fixed	Bangor Gas Maritimes DM
4/1/2021 to 4/30/2021	121.7	US\$7.000 Fixed	Bangor Gas Maritimes DM
5/1/2021 to 5/31/2021	45.4	US\$7.000 Fixed	Bangor Gas Maritimes DM
6/1/2021 to 6/30/2021	39.4	US\$7.000 Fixed	Bangor Gas Maritimes DM
7/1/2021 to 7/31/2021	34.4	US\$7.000 Fixed	Bangor Gas Maritimes DM
8/1/2021 to 8/31/2021	34.5	US\$7.000 Fixed	Bangor Gas Maritimes DM
9/1/2021 to 9/30/2021	48.3	US\$7.000 Fixed	Bangor Gas Maritimes DM
10/1/2021 to 10/31/2021	114.6	US\$7.000 Fixed	Bangor Gas Maritimes DM
11/1/2021 to 11/30/2021	146.1	US\$7.000 Fixed	Bangor Gas Maritimes DM

* 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.

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

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7656

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

Transaction Terms:

Buyer shall pay Sprague the Price 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.

The Price by utility account is applicable for the Daily Contract Quantity ("DCQ"). All volumes nominated outside the DCQ will be cashed out at a market based price. Buyer is responsible for local distribution company charges & cashouts resulting from consumption greater or less than the nominated volumes.

Upon notice under Section 7 of the Natural Gas Agreement, Sprague shall have the right to renegotiate the contract terms and shall have the right to terminate service if a satisfactory resolution is not agreed to by the parties, and Buyer shall bear all costs Sprague incurs as a result of Buyer's failure to timely provide such notice to Sprague or as a result of termination of service, in accordance with the Natural Gas Sales Agreement.

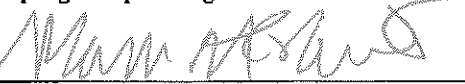
Absent a written agreement between the parties, in the event Sprague delivers Gas to the Buyer, and Buyer receives Gas from Sprague, beyond the above Delivery Periods(s), Sprague shall have the right to invoice Buyer for such Gas at a market-based price as determined by Sprague, which may be different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

Buyer authorizes Sprague to obtain and review 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. 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 the Agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration at the address given. Sprague reserves the right to cancel the Contract in the event Buyer rescinds the authorization.

Buyer may accept this Transaction Confirmation by signing below, emailing ContractAdministrationGroup@spragueenergy.com the signed confirmation via a PDF copy or 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. This Transaction Confirmation is not valid/in effect unless/until signed by a Sprague representative.

Sprague Operating Resources LLC

By:



Mark A. Roberts

Title:

Managing Director, Power Operations & Business Development

Date:

8-7-19

The State of Maine

By:



Title:

Superintendent DDP

Date:

10/21/19

Account Manager: Bob Poston - (phone) (201) 633-8277

SERVICE LOCATIONS

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
656 State St. Bangor, ME 044010000	210805356	None		

SPRAGUE OPERATING RESOURCES LLC NATURAL GAS TRANSACTION CONFIRMATION

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7657

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

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 May 7, 2012. 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 **
12/1/2019 to 12/31/2019	70.1	US\$7.000 Fixed	Northern Utilities Maine DM
1/1/2020 to 1/31/2020	82.7	US\$7.000 Fixed	Northern Utilities Maine DM
2/1/2020 to 2/29/2020	73.8	US\$7.000 Fixed	Northern Utilities Maine DM
3/1/2020 to 3/31/2020	57.6	US\$7.000 Fixed	Northern Utilities Maine DM
4/1/2020 to 4/30/2020	37.7	US\$7.000 Fixed	Northern Utilities Maine DM
5/1/2020 to 5/31/2020	21.6	US\$7.000 Fixed	Northern Utilities Maine DM
6/1/2020 to 6/30/2020	16.1	US\$7.000 Fixed	Northern Utilities Maine DM
7/1/2020 to 7/31/2020	11.5	US\$7.000 Fixed	Northern Utilities Maine DM
8/1/2020 to 8/31/2020	12.3	US\$7.000 Fixed	Northern Utilities Maine DM
9/1/2020 to 9/30/2020	17.8	US\$7.000 Fixed	Northern Utilities Maine DM
10/1/2020 to 10/31/2020	35.7	US\$7.000 Fixed	Northern Utilities Maine DM
11/1/2020 to 11/30/2020	58.3	US\$7.000 Fixed	Northern Utilities Maine DM
12/1/2020 to 12/31/2020	70.1	US\$7.000 Fixed	Northern Utilities Maine DM
1/1/2021 to 1/31/2021	82.7	US\$7.000 Fixed	Northern Utilities Maine DM
2/1/2021 to 2/28/2021	73.8	US\$7.000 Fixed	Northern Utilities Maine DM
3/1/2021 to 3/31/2021	57.6	US\$7.000 Fixed	Northern Utilities Maine DM
4/1/2021 to 4/30/2021	37.7	US\$7.000 Fixed	Northern Utilities Maine DM
5/1/2021 to 5/31/2021	21.6	US\$7.000 Fixed	Northern Utilities Maine DM
6/1/2021 to 6/30/2021	16.1	US\$7.000 Fixed	Northern Utilities Maine DM
7/1/2021 to 7/31/2021	11.5	US\$7.000 Fixed	Northern Utilities Maine DM
8/1/2021 to 8/31/2021	12.3	US\$7.000 Fixed	Northern Utilities Maine DM
9/1/2021 to 9/30/2021	17.8	US\$7.000 Fixed	Northern Utilities Maine DM
10/1/2021 to 10/31/2021	35.7	US\$7.000 Fixed	Northern Utilities Maine DM
11/1/2021 to 11/30/2021	58.3	US\$7.000 Fixed	Northern Utilities Maine DM

* 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.

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

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7657

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

Transaction Terms:

Buyer shall pay Sprague the Price 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.

The Price by utility account is applicable for the Daily Contract Quantity ("DCQ"). All volumes nominated outside the DCQ will be cashed out at a market based price. Buyer is responsible for local distribution company charges & cashouts resulting from consumption greater or less than the nominated volumes.


Upon notice under Section 7 of the Natural Gas Agreement, Sprague shall have the right to renegotiate the contract terms and shall have the right to terminate service if a satisfactory resolution is not agreed to by the parties, and Buyer shall bear all costs Sprague incurs as a result of Buyer's failure to timely provide such notice to Sprague or as a result of termination of service, in accordance with the Natural Gas Sales Agreement.

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 Periods(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.

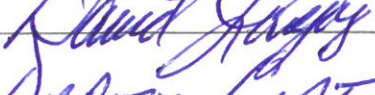
Buyer authorizes Sprague to obtain and review information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Sprague to determine whether it will commence and/or continue to provide energy supply service to Buyer and will not be disclosed to a third-party. 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 the Agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration at the address given. Sprague reserves the right to cancel the Contract in the event Buyer rescinds the authorization.

Buyer may accept this Transaction Confirmation by signing below, emailing ContractAdministrationGroup@spragueenergy.com the signed confirmation via a PDF copy or 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. This Transaction Confirmation is not valid/in effect unless/until signed by a Sprague representative.

Sprague Operating Resources LLC

By: 
Title: Mark A. Roberts
Managing Director, Power Operations & Business Development
Date: 8-7-19

The State of Maine

By: 
Title: DEPUTY GOV.
Date: 8-13-19

Account Manager: Bob Poston - (phone) (201) 633-8277

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

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7657

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

SERVICE LOCATIONS

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
675 Westbrook St. South Portland, ME 041061930	5220160500	H76346	Assigned LLF	9,760
675 Westbrook St. South Portland, ME 041061930	5220215500	H68292	Assigned LLF	119,520

SPRAGUE OPERATING RESOURCES LLC NATURAL GAS TRANSACTION CONFIRMATION

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7654

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

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 May 7, 2012. 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 **
12/1/2019 to 12/31/2019	60.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
1/1/2020 to 1/31/2020	67.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor
2/1/2020 to 2/29/2020	64.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
3/1/2020 to 3/31/2020	54.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
4/1/2020 to 4/30/2020	44.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor
5/1/2020 to 5/31/2020	30.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
6/1/2020 to 6/30/2020	31.9	US\$7.000 Fixed	Maine Natural Maritimes Windsor
7/1/2020 to 7/31/2020	30.1	US\$7.000 Fixed	Maine Natural Maritimes Windsor
8/1/2020 to 8/31/2020	30.5	US\$7.000 Fixed	Maine Natural Maritimes Windsor
9/1/2020 to 9/30/2020	31.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
10/1/2020 to 10/31/2020	40.8	US\$7.000 Fixed	Maine Natural Maritimes Windsor
11/1/2020 to 11/30/2020	56.9	US\$7.000 Fixed	Maine Natural Maritimes Windsor
12/1/2020 to 12/31/2020	60.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
1/1/2021 to 1/31/2021	67.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor
2/1/2021 to 2/28/2021	64.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
3/1/2021 to 3/31/2021	54.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
4/1/2021 to 4/30/2021	44.3	US\$7.000 Fixed	Maine Natural Maritimes Windsor
5/1/2021 to 5/31/2021	30.4	US\$7.000 Fixed	Maine Natural Maritimes Windsor
6/1/2021 to 6/30/2021	31.9	US\$7.000 Fixed	Maine Natural Maritimes Windsor
7/1/2021 to 7/31/2021	30.1	US\$7.000 Fixed	Maine Natural Maritimes Windsor
8/1/2021 to 8/31/2021	30.5	US\$7.000 Fixed	Maine Natural Maritimes Windsor
9/1/2021 to 9/30/2021	31.7	US\$7.000 Fixed	Maine Natural Maritimes Windsor
10/1/2021 to 10/31/2021	40.8	US\$7.000 Fixed	Maine Natural Maritimes Windsor
11/1/2021 to 11/30/2021	56.9	US\$7.000 Fixed	Maine Natural Maritimes Windsor

* 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.

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

Date: August 6, 2019
Buyer: The State of Maine
Attn: Terry L. Demerchant
Deal #: 2019080600014-7654

Email Address: Terry.L.Demerchant@maine.gov
Agreement Date: May 7, 2012
Fax Number: None
Contract Number: NGRA12562-1

Transaction Terms:

Buyer shall pay Sprague the Price 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.



The Price by utility account is applicable for the Daily Contract Quantity ("DCQ"). All volumes nominated outside the DCQ will be cashed out at a market based price. Buyer is responsible for local distribution company charges & cashouts resulting from consumption greater or less than the nominated volumes.

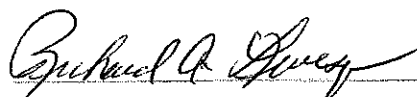
Upon notice under Section 7 of the Natural Gas Agreement, Sprague shall have the right to renegotiate the contract terms and shall have the right to terminate service if a satisfactory resolution is not agreed to by the parties, and Buyer shall bear all costs Sprague incurs as a result of Buyer's failure to timely provide such notice to Sprague or as a result of termination of service, in accordance with the Natural Gas Sales Agreement.

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 Periods(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 authorizes Sprague to obtain and review 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. 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 the Agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration at the address given. Sprague reserves the right to cancel the Contract in the event Buyer rescinds the authorization.

Buyer may accept this Transaction Confirmation by signing below, emailing ContractAdministrationGroup@spragueenergy.com the signed confirmation via a PDF copy or 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. This Transaction Confirmation is not valid/in effect unless/until signed by a Sprague representative.

Sprague Operating Resources LLC
By: 
Mark A. Roberts
Title: Managing Director, Power Operations & Business Development 
Date: 8-7-19

The State of Maine
By: 
Title: DIR. OF SUPPORT SERVICES
Date: 8-21-19

Account Manager: Bob Poston - (phone) (201) 633-8277

SERVICE LOCATIONS

Service Address	Utility Account Number	Utility Meter Number	Capacity Type	Capacity MDQ
Riverview Augusta, ME 043300000	09-0236-1A	None		