

RIGHT, TITLE AND INTEREST

Evidence of DCP's title, right, and interest in the property comprising the project area is provided in this appendix. This includes the purchase and sale agreement between Sprague and DCP for the portion of the upper parcel to be purchased by DCP from Sprague (Tax Map 7, Lots 56 and 62), and use of Mack Point Terminal land up to and including the pier for the proposed transfer pipe.

DCP's deeds for the parcel located at the corner of Station Avenue and Route 1 (Tax Map 7, Lot 60), formerly owned by Southstreet Development, and the parcel further south off Station Avenue (Tax Map 7, Lot 60C), formerly owned by Beata Norvlaan, are also provided. DCP's deed for the former Southstreet Development property was recorded at the Waldo County Registry of Deeds on May 3, 2011, in Book 3541, Page 41. The deed for the former Norvlaan property was recorded at the Waldo County Registry of Deeds on February 7, 2012, in Book 3662, Page 268.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into by and between SPRAGUE ENERGY CORP., a Delaware corporation with a mailing address of Two International Drive, Suite 200, Portsmouth, New Hampshire 03801-6809 ("Seller"), and DCP MIDSTREAM PARTNERS LP, a Delaware limited partnership with a mailing address of 370 17th Street, Suite 2775, Denver, Colorado 80202 ("Purchaser").

IN CONSIDERATION of the mutual covenants and provisions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser, upon the terms and conditions set forth below, two (2) lots or parcels of land comprising approximately 39.87 acres located in the Town of Searsport, Waldo County, Maine, being a portion of those parcels described in the deed from Bangor Investment Company to Sprague Energy Corp., dated January 15, 1998, and recorded in the Waldo County Registry of Deeds in Book 1755, Page 189, said parcels being more particularly described on Exhibit A and depicted on Exhibit B as "PARCEL 06 -2 A PORTION OF PARCEL P-1 1755/189 (1998) TOTAL AREA 800,174 ± sq. ft. or 18.37 ± Ac." and "n/f SPRAGUE ENERGY CORPORATION PARCEL P-2 1755/189 (1998) TOTAL AREA 876,200 ± sq. ft. or 20.1 ± Ac.", but excluding therefrom the parcel of land described on Exhibit C, said exhibits being attached hereto and incorporated herein by reference (collectively, the "Property").

Terms and Conditions.

1. Effective Date. The Effective Date of this Agreement shall be the later date on which all parties hereto have duly executed this Agreement.
2. Purchase Price. The total purchase price for the Property (the "Purchase Price") shall be ~~Twenty Nine Million Dollars (\$29,000,000.00)~~, with the total area of the Property being determined by the Survey pursuant to Section 11(c) below. For the purposes of this Section, the area of the Property used to determine the Purchase Price shall include any and all intertidal land lying between the normal high water mark and the normal low water mark, to the extent the same is owned by Seller. The Purchase Price, subject to adjustments and prorations as set forth in this Agreement, shall be paid by Purchaser or Purchaser's designee to Seller by wire transfer or by a certified check or an attorney-client escrow account check made payable to the order of Seller and delivered to Seller at the Closing (as that term is defined below).

3. Purchase Consideration. Within two (2) business days after the Effective Date of this Agreement, the Purchaser shall pay to Seller the amount of ~~XXXXXXXXXXXX~~ (the "Purchase Consideration"). The Purchase Consideration shall be non-refundable under any circumstances, except in the instance of a Seller misrepresentation pursuant to Section 6(c), or Seller deception or fraud as it relates to the sale of the Property and may be used by Seller immediately for any purposes, provided, however, that the Purchaser shall be given a credit for the amount of Purchase Consideration against the Purchase Price at the Closing.
4. Deed. At the Closing, Seller shall deliver to Purchaser a duly executed and acknowledged Quitclaim Deed with Covenant, in accordance with the Maine Short Form Deeds Act, 33 M.R.S. §§ 761 *et seq.*, (the "Deed"), conveying the Property free of all encumbrances except covenants, conditions, easements, and restrictions of record. The cost for preparation of the Deed and related documents, including documents evidencing Seller's authority to convey the Property and consummate the transaction contemplated herein, shall be the responsibility of Seller and the cost for preparation of any other Closing documents shall be the responsibility of Purchaser.
5. Title. Within ten (10) business days of this Agreement, Seller shall provide to Purchaser copies of all existing title abstracts, policies, surveys, or other title or survey information in its possession or control, which are directly relevant to the Property and the transaction contemplated herein. The cost for any additional title examination, including title insurance premiums, shall be the responsibility of Purchaser. If Purchaser finds title to the Property not to be good and marketable, or if Purchaser's title examination reveals an encumbrance on title that would have a reasonably adverse effect on Purchaser's intended use of the Property for the construction of a propane import terminal, then Purchaser shall notify Seller in writing of any such defect or defects on or before the Due Diligence Deadline (as that term is defined in Section 11(a) below), and Seller shall be given a reasonable period of time, not to exceed thirty (30) days unless otherwise agreed by the parties, to cure the defect or defects, in which case the Closing (as that term is defined in Section 8 below) shall be extended accordingly, if necessary. Seller shall use reasonable efforts to cure any such defect or defects, provided however, that reasonable efforts shall not include the payment of any sum in excess of Two Thousand Five Hundred Dollars (\$2,500.00) (unless the defect consists of a mortgage or consensual lien on the Property, in which event Seller shall be required to pay up to the full amount of the Purchase Price to discharge or release the same), nor the acceptance of any material additional liability on the part of Seller, nor shall Seller be required to commence

litigation to cure any such defect or defects. In the event Seller is unable to cure such title defect or defects within the applicable time period, Purchaser, at Purchaser's option, may (1) accept such title as Seller can convey, or (2) terminate this Agreement, upon which termination event Seller shall return the Purchase Consideration and the Additional Purchase Consideration (as that term is defined in Section 9 below), if applicable, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement. In the event that, prior to Closing, Purchaser discovers a defect in title that was not of record as of the tenth (10th) day prior to the Due Diligence Deadline, Purchaser shall have the same rights with respect to such defect(s) as set forth above for defects discovered prior to the Due Diligence Deadline.

6. Representations and Warranties.

a. By Purchaser. Purchaser, for itself and on behalf of its respective successors and permitted assigns, represents and warrants to Seller that:

- i. *Corporate Authority.* Purchaser has full power and authority to enter into this Agreement and to perform all of its obligations hereunder (and the persons signing this Agreement for Purchaser, have full power and authority to sign for Purchaser and to bind it to this Agreement). Prior to Closing, Purchaser shall provide to Seller evidence of Purchaser's authority to purchase and evidence of Purchaser's good standing.
- ii. *Patriot Act; Terrorist Organizations.* Neither Purchaser nor any key personnel of Purchaser has engaged or will engage in any dealings or transactions, directly or indirectly, (i) in contravention of the Patriot Act, or any order issued with respect to anti-money laundering by the Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224, or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

- iii. *Specially Designated Nationals and Blocked Persons.* Neither Purchaser, nor any key personnel of Purchaser, is or will be a person or entity (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above.
 - iv. *No Breach of Law or Other Obligations.* The execution, delivery and performance of this Agreement by Purchaser will not constitute a breach or violation of any law, rule, regulation, judgment, order or other decree or contract by which Purchaser may be bound.
 - v. *Litigation.* There are no suits, legal proceedings or investigations of any nature pending or, to Purchaser's knowledge, threatened against Purchaser or affecting Purchaser that would impair Purchaser's ability to perform its obligations under this Agreement.
- b. By Seller. Seller, for itself and on behalf of its respective successors and permitted assigns, represents and warrants to Purchaser that:
- i. *Corporate Authority.* Seller has full power and authority to enter into this Agreement and to perform all of its obligations hereunder (and the persons signing this Agreement for Seller, have full power and authority to sign for Seller and to bind it to this Agreement). Prior to Closing, Seller shall provide to Purchaser and Purchaser's title insurer evidence of Seller's authority to sell and evidence of Seller's good standing.
 - ii. *Patriot Act; Terrorist Organizations.* Neither Seller nor any key personnel of Seller has engaged or will engage in any dealings or transactions, directly or indirectly, (i) in contravention of the Patriot Act, or any order issued with respect to anti-money laundering by the Office of Foreign Assets Control ("OFAC"), or (ii) in contravention of Executive Order No. 13224, or (iii) on behalf of terrorists or terrorist organizations, including those persons or entities that are included on any relevant lists

maintained by the United Nations, North Atlantic Treaty Organization, Organization of Economic Cooperation and Development, OFAC, Financial Action Task Force, U.S. Securities & Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, or any country or organization, all as may be amended from time to time.

- iii. *Specially Designated Nationals and Blocked Persons.* Neither Seller, nor any key personnel of Seller, is or will be a person or entity (i) that is listed in the Annex to or is otherwise subject to the provisions of Executive Order 13224, (ii) whose name appears on OFAC's most current list of "Specially Designated Nationals and Blocked Persons," (which list may be published from time to time in various mediums including, but not limited to, the OFAC website), (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in Executive Order 13224, or (iv) who has been associated with or is otherwise affiliated with any entity or person listed above.
- iv. *No Breach of Law or Other Obligations.* The execution, delivery and performance of this Agreement by Seller will not constitute a breach or violation of any law, rule, regulation, judgment, order or other decree or contract by which Seller may be bound.
- v. *Litigation.* There are no suits, legal proceedings or investigations of any nature pending or, to Seller's knowledge, threatened against Seller or the Property, or affecting Seller or the Property that would impair Seller's ability to perform its obligations under this Agreement or to deliver title in the condition set forth herein.
- vi. *Hazardous Substances.* Seller has not, and no third party acting for or on behalf of Seller has, released, discharged, stored, or emitted Hazardous Substances on, in, or under the Property in violation of any law, and to Seller's knowledge no such release, discharge, storage, or emission has occurred. Seller has received no notice from any governmental agency indicating that the Property is or is contemplated to be targeted for clean-up of any Hazardous Substances, and Seller has no knowledge of any such pending or threatened clean-up notice or activity. To Seller's

knowledge there are no underground storage tanks located on the Property. For purposes of this Section 6(b)(vi), the term "Hazardous Substances" means any substance or material defined or designated as a hazardous or toxic substance under any applicable law, rule, or regulation.

vii. *Unrecorded Documents.* Seller has no knowledge of any unrecorded easements, liens, agreements, permits, claims of adverse possession or prescriptive rights, or other documents affecting the Property.

viii. *Condemnation.* There is no pending, or, to Seller's knowledge, threatened, condemnation or similar proceeding affecting the Property or any party thereof.

c. *Effect of Representations and Warranties.* Each of the above representations and warranties is material and is relied upon by Seller and Purchaser respectively. Except insofar as one party has advised to the other in writing to the contrary, each of the above representations shall be deemed to have been made as of the Closing and shall survive the Closing. At the Closing, if either party so requests, Purchaser or Seller, as the case may be, shall deliver to the other a certificate in a form reasonably satisfactory to the requesting party's counsel stating that each of the above representations is true and correct as of the Closing. If, before the Closing, Purchaser or Seller discovers any information or facts that would materially change the foregoing warranties and representations, the discovering party shall immediately give notice to the other of those facts and information, and the party receiving such notice shall have the option to terminate this Agreement by delivering written notice of such termination to the other party within five (5) days of receiving such notice and in the case of a Seller misrepresentation hereunder, Seller shall immediately return to Purchaser the Purchase Consideration and any Additional Purchase Consideration, upon receipt of Purchaser's notice of termination.

7. Possession. Seller shall deliver exclusive possession of the Property to Purchaser at the time of the delivery of the Deed, free and clear of all occupants and in the same condition as on the Effective Date, reasonable wear and tear accepted.

8. Closing. The Closing shall take place within thirty (30) days of the Due Diligence Deadline or the date on which all of the Permits (as that term is defined in Section 17

below) are received by Purchaser, whichever is later, provided, however, that the Closing shall occur no later than **March 31, 2011** unless extended in accordance with the provisions of Section 5, Section 9, Section 11(b)(ii), or Section 11(c). The Closing shall be at a time and location mutually convenient to the parties, unless the parties agree to conduct the Closing by mail through a mutually acceptable Closing agent. Purchaser shall be responsible for all costs of closing (other than as expressly set forth in this Agreement), including Closing agent fees, if any, except that each party shall pay its own attorneys' and consultants' fees. At the Closing, Seller shall execute and deliver to Purchaser, against payment of the balance of the Purchase Price, the Deed to the Property.

9. Closing Extension; Additional Purchase Consideration.

- a. In the event that the Permit and Approval Contingency set forth in Section 17 below is not satisfied before March 31, 2011, Purchaser may elect to extend the date for Closing by (i) giving written notice to Seller of such election, and (ii) paying to Seller, no later than April 5, 2011, the amount of ~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~ (together with any amounts paid in accordance with Section 9(b) below, the "Additional Purchase Consideration"). In the event that Purchaser elects to extend the date for closing, the Closing shall occur within thirty (30) days of the date on which all of the Permits are received by Purchaser, but not later than **September 30, 2011**, at a time and location mutually convenient to the parties, unless the parties agree to conduct the Closing by mail through a mutually acceptable Closing agent. The Additional Purchase Consideration shall be non-refundable under any circumstances, except in the instance of a Seller misrepresentation pursuant to Section 6(c) or deception or fraud as it relates to the sale of the Property, and may be used by Seller immediately for any purposes, provided, however, that the Purchaser shall be given a credit for the amount of Additional Purchase Consideration against the Purchase Price at the Closing. In the event that written notice of extension is not given, or if the Additional Purchase Consideration is not paid to Seller in accordance with the provisions of this Section 9(a), Seller may elect to terminate this Agreement, upon which event Seller shall retain the Purchase Consideration and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement.

- b. In the event that Purchaser extends the date for Closing in accordance with Section 9(a) and the Permit and Approval Contingency set forth in Section 17 below is not satisfied before September 30, 2011, Purchaser may elect to extend further the date for Closing by (i) giving written notice to Seller of such election, and (ii) paying to Seller, no later than October 5, 2011, the amount of ~~the amount of the Additional Purchase Consideration~~, which amount shall be included as part of the Additional Purchase Consideration. In the event that Purchaser elects to extend the date for Closing, the Closing shall occur within thirty (30) days of the date on which all of the Permits are received by Purchaser, but not later than April 30, 2012, at a time and location mutually convenient to the parties, unless the parties agree to conduct the Closing by mail through a mutually acceptable Closing agent. The Additional Purchase Consideration shall be non-refundable under any circumstances and may be used by Seller immediately for any purposes, provided, however, that the Purchaser shall be given a credit for the amount of Additional Purchase Consideration against the Purchase Price at the Closing. In the event that written notice of extension is not given, or if the Additional Purchase Consideration is not paid to Seller in accordance with the provisions of this Section 9(b), Seller may elect to terminate this Agreement, upon which event Seller shall retain the Purchase Consideration and the Additional Purchase Consideration, to the extent paid, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement.
10. Closing Adjustments. The following pro-rations shall be made based on the date of Closing:
- a. Assessments and utilities, if any, shall be prorated as of the Closing;
 - b. Real property taxes, if applicable, shall be prorated based on the fiscal year of the municipality of Searsport;
 - c. The Maine real estate transfer tax shall be paid by Seller and Purchaser in accordance with 36 M.R.S.A. § 4641-A, unless either is exempt from paying the same in accordance with 36 M.R.S.A. § 4641-C;
 - d. The recording fee for the Deed will be paid by Purchaser; and
 - e. A portion of the purchase price may be withheld at the Closing by Purchaser if required by 36 M.R.S.A. § 5250-A.
11. General Inspections, Environmental Assessment, and Survey.

a. *General Inspections.* Prior to December 31, 2010 (the "Due Diligence Deadline"), Purchaser may conduct reasonable tests and inspections of the Property, provided that Purchaser shall provide reasonable notice to Seller prior to entering upon the Property to conduct any such tests and inspections. Except for minor interruptions or disturbances to operations or customary, minor property damage resulting from the obtaining of environmental samples, Purchaser agrees to and does hereby indemnify and hold harmless Seller against any loss, cost, damage, claims or expense which may arise from its or its agents', employees' or contractors' activities at the Property pursuant to this Section, except to the extent any such loss, cost, damage, claim or expense is attributable to the acts or omissions of Seller, its agents, employees, contractors, guests or invitees, which indemnification shall survive the Closing or the termination of this Agreement. In the event the results of any such tests and inspections are reasonably unsatisfactory to Purchaser, Purchaser may terminate this Agreement upon written notice to Seller, which written notice must be delivered to Seller not more than twenty-one (21) days after the Due Diligence Deadline. Upon termination of this Agreement pursuant to this Section 11(a), the Purchase Consideration and the Additional Purchase Consideration, if applicable, shall be retained by Seller and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement.

b. *Environmental*

i. Prior to the Due Diligence Deadline, Purchaser may conduct a Phase I environmental site assessment of the Property (the "Phase I Assessment") that is consistent with, among other things, 40 CFR 312 and the State of Maine Department of Environmental Protection's ("MDEP") *Remediation and Waste Management SOP's, Guidance and Guidelines*. Purchaser shall provide reasonable notice to Seller prior to any tests and inspections conducted on the Property for the purposes of the Phase I Assessment. Purchaser shall provide to Seller copies of any reports and supporting materials that are prepared in connection with the Phase I Assessment, which must be provided within five (5) business days of Purchaser's receipt of the same. In the event the Phase I Assessment identifies any recognized environmental conditions ("RECs") that are reasonably unsatisfactory to Purchaser, Purchaser shall provide written

notice to Seller of the same, which written notice must be delivered to Seller not more than seven (7) days after the delivery of the Phase I Assessment report to Seller, or not more than seven (7) days after the Due Diligence Deadline, whichever is earlier. In the event that Seller has not elected, in accordance with the provisions of Section 11(b)(ii) below, to conduct a Phase II environmental site assessment ("Phase II Assessment") or to apply to the MDEP Voluntary Response Action Program pursuant to 38 M.R.S. §343-E (the "VRAP"), Purchaser may terminate this Agreement upon written notice to Seller, which written notice must be delivered to Seller not more than twenty-one (21) days after the completion of the Phase I Assessment report, or not more than twenty-one (21) days after the Due Diligence Deadline, whichever is earlier. Upon termination of this Agreement, the Purchase Consideration and the Additional Purchase Consideration, if applicable, shall immediately be returned by Seller and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement.

- ii. Notwithstanding the provisions of Section 11(b)(i), in the event that the results of the Phase I Assessment identify any RECs that reasonably would require either a Phase II Assessment or application to the VRAP, or both a Phase II Assessment and application to the VRAP, then Seller, in Seller's sole discretion, may elect to conduct the Phase II Assessment and/or to apply to the VRAP at Seller's sole cost and expense. Seller shall provide to Purchaser written notice of such election, which notice must be delivered to Seller not more than fourteen (14) days after the completion of the Phase I Assessment report, or not more than fourteen (14) days after the Due Diligence Deadline, whichever is earlier. If Seller elects to conduct the Phase II Assessment and/or apply to the VRAP, Seller shall be given a reasonable period of time, not to exceed sixty (60) days unless otherwise agreed by the parties, to do so, in which case the Closing shall be extended to occur not more than thirty (30) days following the completion of the Phase II Assessment and/or the issuance of a no action assurance by MDEP, whichever occurs later. If undertaken, Purchaser shall be included as a beneficiary of the Phase II Assessment and/or as an applicant to the VRAP. In the event that either

(Y) the Phase II Assessment identifies any RECs that are reasonably unsatisfactory to Purchaser, or (Z) MDEP does not approve the voluntary action response plan or does not issue a no action assurance pursuant to 38 M.R.S. § 343-E(5) and § 343-E(9), Purchaser may terminate this Agreement upon written notice to Seller, which written notice must be delivered to Seller not more than fourteen (14) days following the completion of the Phase II Assessment. Upon termination of this Agreement in accordance with the provisions of this Section, the Purchase Consideration and the Additional Purchase Consideration, if applicable, shall immediately be returned by Seller and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement.

- c. *Survey.* Purchaser shall have the option to obtain a recordable survey of the Property, prepared by a Maine Professional Land Surveyor reasonably acceptable to Seller, at Purchaser's sole expense (the "Survey"). If Purchaser obtains said survey, or if Seller is in possession or control of a recordable survey of the Property reasonably acceptable to Purchaser and Seller, the Deed shall incorporate a legal description of the Property based on such Survey, provided, however, that the said legal description must be reasonably acceptable to Seller and Purchaser and must be provided to Seller and Purchaser not less than five (5) business days prior to the Closing. If Purchaser elects to obtain a survey, Purchaser shall engage the services of an acceptable professional land surveyor no later than December 31, 2010. Purchaser agrees to engage the surveyor to complete the Survey such that the Survey will be performed for the benefit of Seller, as owner, and Purchaser, as contractual purchaser. Purchaser agrees to furnish a copy of the Survey to Seller within five (5) business days of Purchaser's receipt of the Survey. Within seven (7) days of Purchaser's receipt of the Survey, or within seven (7) days of the Due Diligence Deadline, whichever is earlier, Purchaser shall notify Seller in writing of any encroachments or other matters noted on the Survey which are reasonably unacceptable to Purchaser or which would constitute a title defect under Section 5, above (the "Survey Objection Notice") (collectively, any matters shown on the Survey which are not objected to by Purchaser shall constitute the "Permitted Survey Matters"), in which case the Seller shall be given a reasonable period of time, not to exceed thirty (30) days unless otherwise agreed by the parties, to remove such

objectionable encroachments or other matters, in which case the Closing shall be extended accordingly, if necessary. Seller shall use reasonable efforts to assure the removal and/or remedy of any such objectionable encroachments or other matters, provided however, that reasonable efforts shall not include the payment of any sum in excess of Two Thousand Five Hundred dollars (\$2,500.00), nor the acceptance of any material additional liability on the part of Seller, nor shall the Seller be required to commence litigation to cure any such objectionable encroachments or other matters. In the event that Seller is unable to remove or to remedy such objectionable encroachments or other matters within the applicable time period, Purchaser, at Purchaser's option, may (1) accept such title as Seller can convey, subject to such objectionable encroachments or other matters, or (2) terminate this Agreement, upon which event Seller shall retain the Purchase Consideration and the Additional Purchase Consideration, if applicable, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement.

Notwithstanding anything to the contrary contained in the preceding paragraph, if Seller elects not to remove and/or to remedy any encroachments or other matters to which Purchaser has objected, Seller shall so notify Purchaser in writing no later than fourteen (14) days after receiving the Survey Objection Notice, in which case Seller shall have no obligation to remove any such objectionable encroachments or other matters. No later than seven (7) days following Purchaser's receipt of such written response from Seller, Purchaser may elect either (i) to terminate this Agreement, upon written notice to Seller, upon which event Seller shall retain the Purchase Consideration and the Additional Purchase Consideration, if applicable, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement, or (ii) to proceed with the purchase of the Property with no reduction in the Purchase Price, in which case the applicable encroachments or other matters objected to by Purchaser in the Survey Objection Notice shall become Permitted Survey Matters.

- d. *Confidentiality of Reports.* Purchaser agrees to provide Seller and Seller's counsel with copies of the results of all tests, inspections, studies, reports, and similar information (expressly excluding any reports or analysis of Purchaser's counsel), and further agrees, to the best of its ability, to keep such material

confidential, except as required by applicable law, during the period of Seller's ownership of the Property.

12. Underground Storage Facility. Pursuant to 38 M.R.S. § 563(6), Seller shall execute and deliver to Purchaser at Closing an underground storage facility disclosure.
13. Default. In the event Purchaser fails to fulfill any of Purchaser's obligations hereunder for any reason other than a default by Seller, then Seller may pursue, at Seller's option, any remedies available to it at law or in equity. In the event Seller fails to fulfill any of Seller's obligations hereunder for any reason other than a default by Purchaser, then Purchaser may pursue, at Purchaser's option, any remedies at law or in equity, provided, however, that Purchaser shall not be entitled to seek specific performance.
14. Broker's Commission. Purchaser and Seller represent and warrant to each other that neither party has engaged the services of any real estate broker with respect to this transaction. Purchaser agrees to indemnify and hold harmless Seller from any claims made by any broker should Purchaser's representation in this paragraph be false. Seller agrees to indemnify and hold harmless Purchaser from any claims made by any broker should Seller's representation in this paragraph be false. The foregoing indemnities shall include all legal fees and costs incurred in defense against any such claim, and shall survive the Closing.
15. Risk of Loss. All risk of loss to the Property prior to the Closing shall be borne by Seller. In the event that, prior to the Closing, the Property is destroyed or substantially damaged, Purchaser may either (i) terminate this Agreement, upon written notice to Seller, upon which event Seller shall retain the Purchase Consideration and the Additional Purchase Consideration, if applicable, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement, or (ii) accept the insurance proceeds payable by reason of such damage or destruction and close this transaction notwithstanding the same and without reduction in the Purchase Price.
16. Condemnation. In the event of the taking of all or any part of the Property by eminent domain proceedings, or the commencement of such proceedings prior to Closing, Seller shall promptly notify Purchaser in writing of such proceedings (each, a "Condemnation Notice"), and Purchaser may, at its option, either (i) terminate this Agreement, upon written notice to Seller, upon which event Seller shall retain the Purchase Consideration and the Additional Purchase Consideration (unless such taking represents more than ten

percent (10%) of the total acreage in which case Seller will return the Purchase Consideration or the portion of the acreage being condemned adversely affects Purchaser's intended use of the Property as contemplated in this Agreement), if applicable, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement, or (ii) proceed to Closing with the Purchase Price adjusted to reflect the value of the portion of the Property remaining following such proceedings, which adjustment shall be based on a proration of value per acre. Seller shall notify Purchaser in writing of any eminent domain proceedings affecting the Property within five (5) days after Seller learns of such proceedings.

17. Purchaser's Permit and Approval Contingency. Purchaser's obligations hereunder are expressly contingent on Purchaser obtaining the permits, licenses, approvals, authorizations, and consents required by any governmental body of competent jurisdiction in order to construct a propane import terminal (the "Terminal Facility") on the Property (collectively, the "Permits"), as the same are set forth on Schedule 1 attached hereto and hereby incorporated by reference. Purchaser shall diligently apply for the Permits within fifteen (15) days of the Effective Date, or as soon thereafter as is reasonably practicable, shall diligently pursue all such applications, and shall notify Seller within five (5) business days of Purchaser's receipt of each of the Permits. Seller shall cooperate reasonably with Purchaser in connection with such application(s), or, in accordance with the "Definitive Agreement" described in Section 18, below, with any modification of Seller's existing permits, approvals, facility response plans and environmental or security training and recordkeeping that is reasonably necessary, provided, however, that Seller shall not be required to incur any cost, expense, or additional liability therefore. In the event that Seller incurs any reasonably incurred cost or expense in connection with the foregoing, Purchaser shall reimburse Seller for such costs within thirty (30) days of written notice to Purchaser of the same. In the event that the required Permits are not issued on or before Closing, Purchaser may elect either (i) to terminate this Agreement, upon written notice to Seller, upon which event Seller shall retain the Purchase Consideration and the Additional Purchase Consideration, if applicable, and all parties shall be released from their obligations under this Agreement, except for those obligations which expressly survive the termination of the Agreement, or (ii) to proceed with the purchase of the Property with no reduction in the Purchase Price.
18. Product Handling Agreement. Seller's obligations hereunder are expressly contingent on Purchaser and Seller entering into a binding agreement relating to Purchaser's import of

propane, or substantially similar products, for storage at, and distribution from, the Terminal Facility, which activity will involve the use of (i) Seller's bulk cargo dock located in Searsport, Maine (the "Cargo Dock"), (ii) Seller's personnel to assist with securing those vessels delivering products to the Terminal Facility, and (iii) a pipeline from the Cargo Dock to the Terminal Facility, which pipeline is not yet constructed (the "Pipeline"). Seller and Purchaser agree to negotiate in good faith to set forth the full terms and conditions for such a transaction in a detailed, legally binding, written agreement to be entered into by Seller and Purchaser, or their respective nominees, (the "Definitive Agreement"), the form of which shall be negotiated and executed as soon as practicable after the execution of this Agreement and, in any event, not later than December 31, 2010, unless a later date is mutually agreed to by the parties in writing; and the obligations of each party to this Agreement are contingent upon negotiation and acceptance of the form of the Definitive Agreement. In addition to the foregoing, the Definitive Agreement will incorporate those terms and conditions as are usual and customary in the industry, and will also incorporate the following terms and conditions:

- a. *Scheduling.* All scheduling for use of the Cargo Dock for deliveries to the Terminal Facility shall be coordinated with Seller's terminal operations personnel and shall be subject to Seller's standard practices, procedures, rules, and regulations to the extent that the same are provided to Purchaser within a reasonable time prior to deliveries, and further provided that such practices, procedures, rules, and/or regulations do not factually, constructively, or functionally prohibit or materially diminish Purchaser's ability to receive deliveries using standard industry protocols as of the time of each delivery. Purchaser understands and agrees that neither it nor any other party shall receive any preferential berthing.
- b. *Personnel.* Seller's personnel shall be responsible for the docking and tying up or otherwise securing of all vessels delivering product to the Terminal Facility and Seller represents and warrants to Purchaser that Seller's personnel shall have sufficient experience, skill, qualifications and training to undertake such activities. Purchaser's personnel shall be responsible for all other activities relating to the delivery of product from the vessel to the Terminal Facility, including, but not limited to (1) ensuring the safety of the vessel, the Cargo Dock and related facilities, and all personnel attending to the vessel, (2) providing spill prevention equipment, (3) connecting discharge lines and hoses, and (4) monitoring product discharge.

- c. *Throughput Fee; Minimum Volume.* Purchaser shall pay to Seller an initial throughput fee of ~~Twenty-Five (25) cents per gallon~~ of product delivered to the Terminal Facility. Purchaser shall guarantee a minimum volume of Forty Million (40,000,000) gallons per calendar year.
- d. *Term.* The Definitive Agreement shall be in effect for a term of Twenty-Five (25) years. Provided that Purchaser is not in default, Purchaser shall have an option to extend the term for one (1) additional period of Twenty-Five (25) years, which option may only be exercised by giving written notice to Seller not less than six (6) months prior to the expiration of the initial term.
- e. *Non-Competition.* Purchaser acknowledges and agrees that, during the term of the Definitive Agreement, Purchaser shall only import liquid propane to the Terminal Facility, and shall not market, supply, or sell from the Terminal Facility any other petroleum products. In particular, Purchaser shall not market, supply, or sell: low sulfur diesel fuels, fuel oils, unleaded gasoline, kerosene, jet fuel, residual fuel oils, or bunker fuel.
- f. *Pipeline Installation.* Purchaser shall be responsible for the construction of the Pipeline, at Purchaser's sole expense, and for obtaining any permits, licenses, approvals, authorizations, or consents required by any governmental body of competent jurisdiction in order to construct the Pipeline. Purchaser shall submit to the Seller the design plans for the Pipeline for Seller's review and approval, which approval shall be required before Purchaser commences the construction of the Pipeline; but which approval may not be unreasonably delayed, conditioned or withheld by Seller. Purchaser acknowledges and agrees that the Pipeline shall be installed below the deck of the Cargo Dock, and that it must be constructed underground as it runs from the Cargo Dock across Seller's property, except any portions required to be constructed above ground pursuant to applicable laws, rules, or regulations, provided, however, that such portions shall not interfere with or adversely affect Seller's use of the Cargo Dock or Seller's material and cargo handling operations on Seller's property. Purchaser further acknowledges and agrees that all stands and appurtenances relating to the hoses connecting the Pipeline to vessels delivering product to the Terminal Facility shall not be affixed permanently to the Cargo Dock, but shall be readily removable in order to accommodate Seller's use of the Cargo Dock for other purposes. Seller shall grant to Purchaser an easement for the construction,

maintaining and use of the Pipeline from the Cargo Dock across the Seller's property, the form of which shall be included in the Definitive Agreement. Seller makes no representations or warranties regarding the ability of Purchaser to construct the Pipeline from the Cargo Dock across land owned by third parties in order to deliver product to the Terminal Facility.

- g. *Demurrage; Coast Guard Approval.* Purchaser shall be responsible for all demurrage and other costs associated with the delivery of product to the Terminal Facility. Purchaser acknowledges that approval from the United States Coast Guard is required in order for Seller to use the second dock located at Seller's facility (the "Second Dock") while vessels are delivering product to the Terminal Facility, and Purchaser agrees that it shall act in good faith to obtain such approval from the Coast Guard as soon as practicable. In the event that Purchaser is unable to obtain such approval, or if such approval is not reasonably acceptable to Seller, or if approval is given and then subsequently revoked, or if approval is given and then subsequently revised or amended and such revised or amended approval is not reasonably acceptable to Seller (1) Purchaser shall be responsible for all demurrage and other costs incurred by Seller as a result of Seller's inability to use the Second Dock while vessels are delivering product to the Terminal Facility; and, (2) Purchaser shall cooperate reasonably with Seller with respect to scheduling the use of the Cargo Dock and the Second Dock in order to ensure minimal material disruption to Seller's deliveries and daily operations

19. General Provisions.

- a. *Binding Effect.* This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- b. *Assignment.* Purchaser may not assign its interest in this Agreement without Seller's prior written consent, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, Purchaser may assign or transfer its interest in this Agreement to an entity controlling, controlled by, or under common control with Purchaser without the prior consent of Seller.
- c. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties, supersedes all prior negotiations and understandings

between them, and shall not be altered or amended except by a written amendment signed by Seller and Purchaser.

- d. *Counterparts.* This Agreement may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same Agreement. This Agreement may be executed and delivered by facsimile or other electronic transmission, with the intention that such facsimile or other electronically-transmitted signature and delivery shall have the same effect as an original signature and actual delivery.
- e. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof.
- f. *Governing Law.* This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Maine, without application of its conflict of laws principles.

g. *Notices.* All notices, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service, if sent by reputable overnight carrier or served personally on the party to whom notice is to be given, or on the date of mailing. If mailed, all notices are to be sent by overnight carrier or first-class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: Sprague Energy Corp.
Attention: Paul A. Scoff, Esq.
Two International Drive, Suite 200
Portsmouth, New Hampshire 03801-6809

With a copy to: John R. Canders, Esq.
EATON PEABODY
80 Exchange Street
P.O. Box 1210
Bangor, ME 04402-1210

TO PURCHASER: DCP Midstream Partners LP
Attn: Richard M. Paul
- Vice President, NGL Marketing
- DCP NGL Services, LLC
- 5718 Westheimer, Suite 2000

- Houston, TX 77057

With a copy to: James T. Kilbreth, Esq.
Verrill Dana, LLP
One Portland Square
Portland, ME 04102

Either party may change its address for purposes of this section by giving the other party notice of the new address in the manner described herein.

20. Time for Acceptance. This Agreement may be executed first by either Purchaser or Seller, in which case it shall constitute an offer to the other party. Such offer shall remain open until December 13, 2010 at 5:00 P.M. and the other party may accept the offer only by delivering to the offering party, within said time limit, a duly executed counterpart of this Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year indicated below.

WITNESS:

SELLER:

Sprague Energy Corp.

By: 

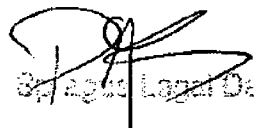
Name: James A. Theriault

Its: VP, mktg + Materials Handling

Duly Authorized

Date: 12/15/10

[PURCHASER'S SIGNATURE APPEARS ON NEXT PAGE]

APPROVED  Sprague Legal Dept.

WITNESS:

PURCHASER:

DCP Midstream Partners LP
by DCP Midstream, LLC
its General Partner

By: 

Name: Robert Fox Reed *RF*

Its: Vice President

Duly Authorized

Date: 12/13/10

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
SELLER: SPRAGUE ENERGY CORP.
PURCHASER: DCP MIDSTREAM PARTNERS, LP
PROPERTY: TWO (2) PARCELS OF LAND IN SEARSPORT, MAINE

LEGAL DESCRIPTIONS

FIRST PARCEL

A certain lot or parcel of land in Searsport, Waldo County, Maine, situated on the northerly side of Station Avenue and on the easterly side of U.S. Route One, more particularly bounded and described as follows:

Beginning at a T-bar found on the northerly sideline of Station Avenue, said point being the southwest corner of the land now or formerly of Nickerson, thence running N 76-14-23 E, said course being by the lands now or formerly of Nickerson and Curtis, 472.10 feet to a T-bar found and the TRUE POINT OF BEGINNING;

Thence running N 10-30-37 W, 369.00 feet to a rebar set;

Thence turning and running S 73-59-23 W, 383.29 feet to a rebar set, said last two (2) courses being by land now or formerly of Leland L. Martz;

Thence turning and running N 29-55-17 W, 858.96 feet to a rebar found on the southeast sideline of U.S. Route One, said course being by the lands now or formerly of Martz, William M. Berrio, and Excluded Assets Liquidated Trust;

Thence turning and running N 59-35-28 E, 98.00 feet to a rebar set;

Thence turning and running N 52-14-13 E, 100.74 feet to a railroad spike set, said last two (2) courses being by U.S. Route One;

Thence turning and running S 37-04-00 E, 73.00 feet to a rebar set;

Thence turning and running N 52-56-00 E, 110.21 feet to a rebar set, said last two (2) courses being by the lands now or formerly of James R. and Edith M. Light;

Thence turning and running N 84-41-01 E, 790.05 feet to a rebar set, said course being by lands now or formerly of Light, Merrill A. Smith and Bangor & Aroostook Railroad Company;

Thence turning and running S 01-58-49 W, 899.65 feet to a rebar set;

Thence southwesterly 259.25 feet by a curve to the right having a radius of 1383.50 feet to a rebar set;

Thence turning and running S 76-49-49 W, 112.19 feet to a rebar set, said last three (3) courses being by the land now or formerly of the Bangor & Aroostook Railroad Company;

Thence turning and running S 74-08-12 W, 46.91 feet to the point of beginning.

All rebars set are 5/8-inch iron rods with alloy caps stamped "J.W. Sewall Co., PLS 2272, Boundary."

Subject to and with the benefit of any and all existing easements.

PARCEL TWO

A certain lot or parcel of land in Searsport, Waldo County, Maine, situated northerly of Station Avenue and on Long Cove, more particularly bounded and described as follows:

Beginning at a rebar set on the easterly line of land now or formerly of Bangor & Aroostook Railroad Company, said point being the northwest corner of the herein described parcel and the southwest corner of the land now or formerly of Russell;

Thence running N 84-41-01 E, 404 feet, more or less, to a high water line, said course being by land now or formerly of Chester S. and Jean P. Russell;

Thence turning and running S 19 E, 1290 feet, more or less, to the low water line;

Thence turning and running southwesterly 624 feet, more or less, by the low water line to a point;

Thence turning and running N 51 W, 428 feet, more or less, to the high water line;

Thence turning and running N 77-08-39 W, 12 feet, more or less, to a rebar set;

Thence turning and running northerly 281.40 feet by a curve to the left having a radius of 1482.50 feet to a rebar set;

Thence N 01-58-49 E, 912.33 feet to the point of beginning, said last four (4) courses being by land now or formerly of Bangor and Aroostook Railroad Company.

All rebars set are 5/8-inch iron rods with alloy caps stamped "J.W. Sewall Co., PLS 2272, Boundary."

Subject to rights of the public under the Colonial Ordinance of 1641-1647 and under the Federal Navigational Servitude, if applicable.

Subject to and with the benefit of any and all existing easements.

EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT
SELLER: SPRAGUE ENERGY CORP.
PURCHASER: DCP MIDSTREAM PARTNERS, LP
PROPERTY: TWO (2) PARCELS OF LAND IN SEARSPORT, MAINE

[ATTACH COPY OF SURVEY]

EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT
SELLER: SPRAGUE ENERGY CORP.
PURCHASER: DCP MIDSTREAM PARTNERS, LP
PROPERTY: TWO (2) PARCELS OF LAND IN SEARSPORT, MAINE

LEGAL DESCRIPTION OF EXCLUDED PARCEL

A certain parcel of land situated in the Town of SearSPORT, County of Waldo, and State of Maine:

Beginning at a steel rod found at the most southerly corner of land of Albert Hall IV, described in a deed recorded in Book 1982, Page 155, being located S 37° 19' 41" E a distance of 73.13 feet from a railroad spike found on the southerly bound of East Main Street (A/K/A Route 1) at the most westerly corner of said Hall;

Thence N 52° 40' 19" E along land of said Hall a distance of 100.21 feet to a capped steel rod found;

Thence N 84° 25' 20" E along said land of said Hall a distance of 123.81 feet to a capped steel rod set, in the most easterly corner of land of said Hall and the southwesterly corner of land of Kelly Bowen (see Waldo County Registry of Deeds Book 1786, Page 252);

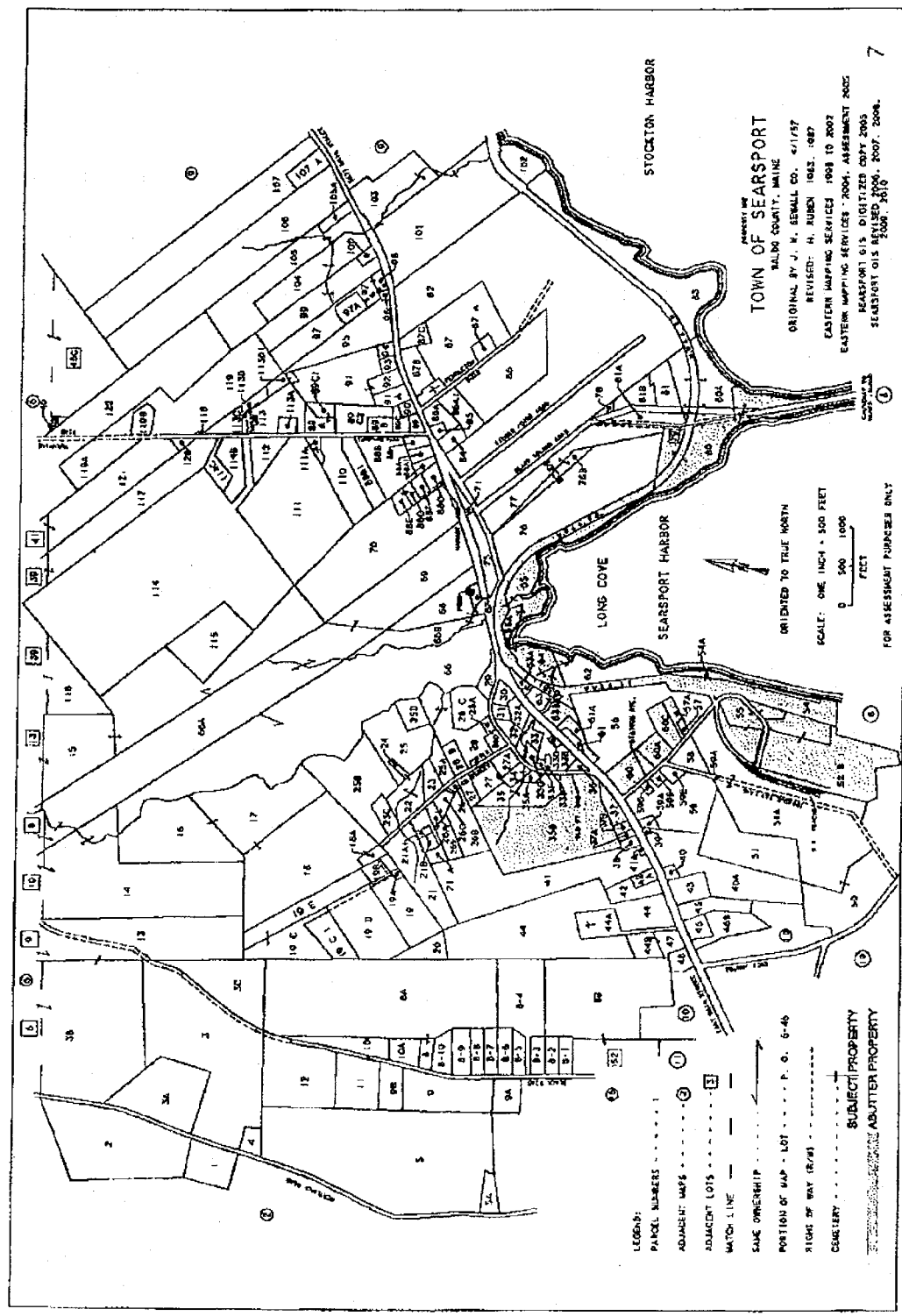
Thence S 33° 49' 46" E along land to be retained by Sprague Energy Corp., a distance of 181.22 feet to a capped steel rod set;

Thence S 52° 40' 19" W along land to be retained by Sprague Energy Corp., a distance of 193.91 feet to a capped steel rod set;

Thence N 37° 19' 41" W along land to be retained by Sprague Energy Corp., a distance of 246.00 feet to the point of beginning, containing 1.06 acres, more or less.

The above described premises are a portion of the property described in a deed from Bangor Investment Company to Sprague Energy Corp., dated January 15, 1998 and recorded in the Waldo County Registry of Deeds in Book 1755, Page 189.

The above description is based on a boundary survey of the Portion of the Sprague Energy Property for Albert Hall IV by Good Deeds, Inc. dated November 14, 2006, oriented to a Standard Boundary Survey by Good Deeds Inc. dated Feb. 8, 2000, revised March 6, 2000 by Good Deeds, Inc.



TOWN OF SEARSPORT

PROJECT MAP
BALDWIN COUNTY, MAINE
ORIGINAL BY J. W. SMALL, JR. 4/1/57
REVISED: H. RUBEN 1982, 1987
EASTERN MAPPING SERVICES 1998 TO 2007
SEARSPORT GIS DIGITIZED COPY 2005
SEARSPORT GIS REVISED 2006, 2007, 2008.

ORIENTED TO TRUE NORTH
SCALE: ONE INCH = 500 FEET
0 500 1000
FEET
FOR ASSESSMENT PURPOSES ONLY

STOCKTON HARBOR

- LEGEND:**
- PARCEL NUMBERS
 - ADJACENT MAPS
 - ADJACENT LOTS
 - WATCH LINE
 - SAME OWNERSHIP
 - PORTION OF MAP
 - RIGHT OF WAY (R/W)
 - CEMETERY
 - SUBJECT PROPERTY
 - ADJACENT ADULTER PROPERTY

SCHEDULE I
TO
PURCHASE AND SALE AGREEMENT
SELLER: SPRAGUE ENERGY CORP.
PURCHASER: DCP MIDSTREAM PARTNERS, LP
PROPERTY: TWO (2) PARCELS OF LAND IN SEARSPORT, MAINE

1. State of Maine DEP:
 - National Resources Protection Act Permit
 - Site Location Permit
 - Construction Storm water Permit
2. US Army Corp of Engineers:
 - US Army Corp Permit
3. Town of Searsport:
 - Zoning change to allow for 140 foot tank
 - Site plan of development
4. State of Maine DOT:
 - Driveway access permit
5. US Coast Guard
 - Water Suitability Assessment

The parties agree that any additional permits required for building the facility may be added to this schedule by mutual consent of the parties. Such consent not to be unreasonably withheld.

QUITCLAIM DEED WITH COVENANT

SOUTHSTREET DEVELOPMENT COMPANY, LLC, a Maine limited liability company, of Blue Hill, Hancock County, State of Maine, for consideration paid, grants to **DCP MIDSTREAM PARTNERS LP**, a Delaware limited partnership, of Denver, State of Colorado, with Quitclaim Covenant, the land, together with any buildings or improvements thereon, in Searsport, Waldo County, State of Maine, described as follows:

A certain lot or parcel of land situated in Searsport, County of Waldo, State of Maine, bounded and described in 1978, as follows:

**"MAINE REAL ESTATE
TRANSFER TAX PAID"**

Beginning at a stake on the easterly bound of Station Street at the northwesterly corner of land now or formerly of Marlz; thence running in a generally easterly direction along the southerly bound of land now or formerly owned by Dorothea C. Tymeson a distance of three hundred feet (300'), more or less, to a point on the southerly bound of land now or formerly of Bangor Investment Company; thence running in a generally northerly direction along the easterly bound of land now or formerly owned by Dorothea C. Tymeson to a point on the southerly bound of U.S. Route #1; thence running in a generally westerly direction along the southerly bound of said U.S. Route #1 to a point at the intersection of U.S. Route #1 and Station Street; thence running in a generally southerly direction along the easterly bound of Station Street to a stake and the point of beginning.

Excepting and reserving herefrom so much of the above-described premises as was conveyed by Harmon and Dorothea Tymeson to the United States of America in 1952.

Being the same premises as described in the Warranty Deed from Michael Laverdiere, Jeffrey R. Laverdiere and Stephen J. Laverdiere, as Trustees of the Excluded Assets Liquidating Trust u/t/a dated September 8, 1994 to Southstreet Development Company, LLC dated August 28, 2000 and recorded in Book 2029, Page 302 of the Waldo County Registry of Deeds.

The property is conveyed subject to a Department of Environmental Protection Order dated December 27, 2000 and recorded in Book 2061, Page 147 of the Waldo County Registry of Deeds.

Any and all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed.

The Grantee's mailing address is 370 17th Street, Suite 2775, Denver, Colorado 80202.

WITNESS my hand and seal this 2nd day of May, 2011.

WITNESS:

SOUTHSTREET DEVELOPMENT
COMPANY, LLC

Cynthia A. Spruency

Claustin L. Lawrence
By: Claustin L. Lawrence
Its: Manager
Hereunto duly authorized

STATE OF MAINE
PENOBSCOT COUNTY

May 2, 2011

Then personally appeared the above-named Claustin L. Lawrence and acknowledged the foregoing instrument to be his free act and deed, in his said capacity as Manager, and the free act and deed of said limited liability company.

Before me,

Lynn E. Brochu
Name: _____
Notary Public
~~Maine Attorney-at-Law~~

LYNN E. BROCHU
Notary Public • State of Maine
My commission expires July 17 2016



WALDO SS: RECEIVED

May 03, 2011
at 10:32A
ATTEST: Deloris Page
REGISTER OF DEEDS

WARRANTY DEED

BEATA K. NORVLAAN of Stockton Springs, Waldo County, Maine, for consideration paid, grants to DCP Midstream Partners, LP, a Delaware limited partnership with a mailing address of 370 17th Street, Suite 2775, Denver, Colorado 80202, with warranty covenants, a certain lot or parcel of land located on the northeasterly side of Station Avenue, in the town of Searsport, Waldo County, Maine. Said parcel is more particularly shown on a plan prepared by Coler & Colantonio, Inc., dated December 19, 2011. Said parcel is more particularly described as follows:

Beginning at an iron set on the northeasterly sideline of Station Avenue, at land now or formerly of William M. Berrio;

Then N 44° 57' 09"E a distance of 293.06', along land now or formerly of Berrio, to an iron rod set on the southerly line of land now or formerly of Sprague Energy Corporation;

Thence S 50° 10' 37" E a distance of 40.00', along land now or formerly of Sprague Energy Corporation, to an iron rod found;

Thence N 53° 44' 04" E a distance of 383.29', along land now or formerly of Sprague Energy Corporation, to an iron rod set;

Thence S 30° 45' 56" E a distance of 255.50', along land now or formerly of Sprague Energy Corporation, to an iron rod set at the northwest corner of land now or formerly of Mark E. Nickerson;

Thence S 55° 59' 04" W a distance of 542.25', along land now or formerly of Nickerson, to an iron rod set on the northeasterly sideline of Station Avenue;

Thence N 63° 21' 46" W a distance of 255.12', along the northeasterly sideline of Station Avenue, to the point of beginning.

Subject to restrictive covenants set forth in deed from J. Harmon Tymeson and Dorothea C. Tymeson to Leland L. Martz and Gail A. Martz dated July 25, 1967 and recorded in the Waldo County Registry of Deeds in Book 662, Page 79.

Being a portion of the premises described in deed from Leland L. Martz to Thorv Norvlaan dated May 1, 2002, and recorded in the Waldo County Registry of Deeds in Book 2252, Page 345.

**"MAINE REAL ESTATE
TRANSFER TAX PAID"**

For Grantor's source of title, see Abstract of Divorce Decree from Belfast District Court dated July 29, 2003, and recorded in the Waldo County Registry of Deeds in Book 2453, Page 276.

Witness my hand and seal this 20th day of January, 2012.

[Signature]
Witness

[Signature]
Beata K. Norvlaan

STATE OF MAINE

Denabscut, ss.

January 20, 2012

Personally appeared the above named, Beata K. Norvlaan and acknowledged the foregoing instrument to be her free act and deed.

Before me,

[Signature]

Notary Public

Commission Expires: AMANDA P. WILLIAMS

Notary Public • Maine

My Commission Expires April 3, 2017



WALDO SS: RECEIVED

Feb 07, 2012

at 09:26A

ATTEST: Deloris Page
REGISTER OF DEEDS