

MASTER PROJECT AGREEMENT

THIS MASTER PROJECT AGREEMENT (this "Agreement") is made as of April 2, 2014, by and between LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. d/b/a Liberty Utilities, a New Hampshire corporation with a place of business at 11 Northeastern Boulevard, Salem, New Hampshire, 03079 (the "Liberty Utilities") and INNOVATIVE NATURAL GAS, LLC d/b/a iNATGAS, a Massachusetts limited liability company, with a place of business at C3 Shipway Place, Boston, Massachusetts 02129 (the "iNATGAS"). Liberty Utilities and iNATGAS are also individually referred to herein as a "Party", or collectively as the "Parties."

WITNESSETH:

WHEREAS, the Parties wish to engage in the development, permitting, construction and operation of a compressed natural gas ("CNG") terminal, dispenser and compressor station to be located at Broken Bridge Road in Concord, New Hampshire (the "Project"); and

WHEREAS, the Project will consist in part of a CNG filling station, canopy, storage vessels, a CNG vehicle fueling dispenser and an associated fuel management system (collectively, the "CNG Fueling Station") to be owned and operated by iNATGAS and/or an affiliated entity and located on real property owned by Liberty Utilities (the "Premises"); and

WHEREAS, the Project will further consist in part of gas lines from Liberty Utilities' natural gas take station, compressors, dryers and a meter set assembly (collectively, the "Compressor Station") to be constructed and owned by Liberty Utilities and operated and maintained by iNATGAS and located on property of Liberty Utilities adjacent to the Premises (the "Compressor Station Property"); and

WHEREAS, the Parties desire to reduce to writing the terms of their respective rights and obligations with respect to the Project as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Project Documents.

1.1 Lease Agreement. Simultaneous with the execution of this Agreement, Liberty Utilities and iNATGAS shall enter into a long-term lease agreement in the form attached hereto as Exhibit A (the "Lease"), which is hereby incorporated by reference, whereby iNATGAS shall lease the Premises from Liberty Utilities for the Project pursuant to the terms set forth in the Lease.

1.2 Special Contract. In connection with the Project, the Parties are also entering into a Special Contract For Firm Transportation Service whereby Liberty Utilities will provide transportation services for quantities of gas procured by iNATGAS from third parties all as

further set forth in the agreement attached hereto as Exhibit B (the “Special Contract”), which is hereby incorporated by reference.

1.3 Guaranty. In connection with the Project, Liberty Utilities is making a substantial investment in the purchase of the Premises and the construction of the Compressor Station and facilities. In consideration of and as a condition to Liberty Utilities undertaking these and other obligations as further set forth in the Project Documents, certain parties affiliated with iNATGAS have agreed to jointly and severally provide an unconditional guaranty of iNATGAS’ obligations under the Project Documents all as further set forth in the guarantee agreement attached hereto as Exhibit C (the “Guaranty”), which is hereby incorporated by reference.

1.4 Cross-Default. The Parties hereby agree and acknowledge that compliance with the terms of each of the Project Documents is necessary for the success of the Project. Therefore, if either Party shall default on any of its obligations under any of the Project Documents, such default shall be a default under all of the Project Documents and the non-defaulting Party shall have all right to exercise all rights and remedies available to it pursuant to each of the Project Documents.

2. Term and Termination. This Agreement shall take effect as of the effective date of the Lease and shall be coterminous therewith. Unless sooner terminated in accordance with the relevant provisions of this Agreement or the other Project Documents, as applicable, this Agreement shall terminate upon termination or expiration of the Lease or upon a default under any of the Project Documents as set forth above in Section 1.4.

3. Covenants of the Parties. In performing their respective roles with respect to the Project, each Party acknowledges and agrees that it: (a) possesses the requisite skills, knowledge and experience necessary to perform its obligations as set forth in the Project Documents; (b) will comply with all laws, rules, ordinances and regulations of all federal, state or local political bodies having jurisdiction over the Project; (c) to pay all taxes due with respect to all amounts paid by one Party to the other pursuant to the Project Documents; and (d) shall not portray or represent itself as an agent, partner or joint venturer of the other Party.

4. Confidential Information. The Parties hereby acknowledge that they are parties to a Confidentiality Agreement dated November 20, 2013 (the “Confidentiality Agreement”), which is attached hereto as Exhibit C and hereby incorporated by reference, and that the terms of such Confidentiality Agreement shall remain in full force and effect and shall not be superseded or amended by the Project Documents.

5. Indemnification. iNATGAS hereby agrees to indemnify, defend and hold Liberty Utilities harmless from and against such any and all claims by third parties related to iNATGAS’ actions with respect to the Project; provided, however, that iNATGAS (1) receives prompt notice of any such claim, (2) has the right to control and direct the defense of such claim and (3) receives the reasonable cooperation of Liberty Utilities in such defense. The terms of this Section 5 shall survive the termination or expiration of this Agreement.

6. Miscellaneous.

6.1 Governing Law and Choice of Forum. The laws of the State of New Hampshire, without regard to the conflicts of law principles thereof, shall govern the validity, construction, enforcement and interpretation of this Agreement. Any and all disputes arising pursuant to this Agreement shall be resolved exclusively by litigation in New Hampshire state courts, or federal courts in the District of New Hampshire of proper jurisdiction and venue. Each Party hereto expressly agrees to submit to such jurisdiction and venue for all purposes.

6.2 Amendment and Modification. This Agreement, and each of the Project Documents, may only be amended or modified by a written instrument of subsequent date signed by each of the parties thereto.

6.3 Conflicts; Entire Agreement. In the event of any conflict between the terms, covenants, conditions and restrictions contained in the Project Documents, the order of precedence shall be: (a) this Agreement, (b) the Special Contract, (c) the Lease and (d) the Guaranty. This Agreement, together with the other Project Documents, sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter contained herein, and supersedes and cancels all prior or contemporaneous agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, which modify or affect the terms hereof or which form the basis for this Agreement.

6.4 Waiver. No waiver of any breach of any provision of this Agreement shall be held to be a waiver of any other or subsequent breach, and the failure of a Party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such Party to subsequently enforce such provision or any other provision hereof.

6.5 Severability. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction and venue, then this Agreement shall be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court of competent jurisdiction and venue declines to amend this Agreement as provided herein, then the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the unenforceable provision had not been included in this Agreement.

6.6 Headings. The paragraph headings throughout this Agreement are for reference purposes only, and shall in no way be construed to explain, modify, amplify or aid in the interpretation, construction or meaning of any provision of this Agreement.

6.7 Survival. Any of the provisions in this Agreement which would by their terms continue after the termination of this Agreement shall be deemed to survive such termination.

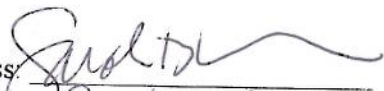
6.8 Assignment. The rights and obligations of iNATGAS under this Agreement may not be assigned without the prior written consent of Liberty Utilities.

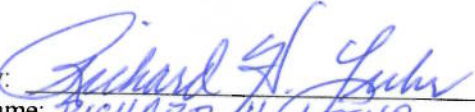
6.9 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document.

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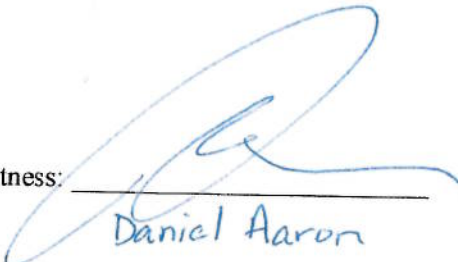
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first hereinbefore first written.


LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.
d/b/a Liberty Utilities

Witness: 
Sarah B. Knowlton

By:  WJC
Name: RICHARD H. LEEHR
Title: PRESIDENT

INNOVATIVE NATURAL GAS LLC,
d/b/a iNATGAS

Witness: 
Daniel Aaron

By: 
Name: ELIZABETH ALIZADEH
Title: TREASURER

Exhibits:

- Exhibit A – Lease Agreement
- Exhibit B – Special Contract for Firm Transportation Service
- Exhibit C – Guaranty
- Exhibit D – Confidentiality Agreement

MASTER PROJECT AGREEMENT

LIST OF EXHIBITS

Exhibit A Lease Agreement

Exhibit B Special Contract – Natural Gas – Firm Transportation

Exhibit C Guaranty Agreement

Exhibit D Confidentiality Agreement

MASTER PROJECT AGREEMENT

EXHIBIT A

Lease Agreement

REDACTED

LEASE AGREEMENT

April **THIS LEASE AGREEMENT** (this "Lease") is dated and effective as of the 2nd day of April, 2014, by and between LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. d/b/a Liberty Utilities, a New Hampshire corporation, with an address at 11 Northeastern Boulevard, Salem, New Hampshire, 03079 ("Landlord") and INNOVATIVE NATURAL GAS, LLC, a Massachusetts limited liability company d/b/a iNATGAS, with an address at C3 Shipway Place, Boston, Massachusetts 02129 ("Tenant"). Landlord and Tenant are also individually referred to herein as a "Party", or collectively as "Parties".

WITNESSETH:

WHEREAS, Landlord and Tenant wish to design, develop, permit, construct and operate a compressed natural gas ("CNG") terminal and dispenser for vehicle fueling (the "CNG Facility") to be developed in two sections, one by Landlord and one by Tenant; and

WHEREAS, one section of the CNG Facility will consist of a CNG filling station, canopy, storage vessels, a CNG vehicle fueling dispenser and an associated fuel management system (collectively, the "CNG Fueling Station") to be owned and operated by Tenant and/or an affiliated entity and located on the Premises (hereinafter defined); and

WHEREAS, the second section of the CNG Facility will consist of gas lines from Landlord's natural gas take station, compressors, dryers and a meter set assembly (collectively, the "Compressor Station") to be constructed and owned by Landlord and operated and maintained by Tenant, which Compressor Station will be located on property of Landlord adjacent to the Premises (the "Compressor Station Property"); and

WHEREAS, Landlord and Tenant have entered into a separate but related contract for firm gas transportation of the CNG dispensed from the CNG Facility as of near even date hereof (the "Special Contract"); and

WHEREAS, this Lease is intended to set forth the Parties' rights and responsibilities with respect to use of the Premises and operation of the CNG Facility;

NOW, THEREFORE, the Parties hereto, each in consideration of the agreement of the other, do hereby agree as follows:

ARTICLE I - PREMISES; IMPROVEMENTS; APPROVALS

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the entirety of an approximately sixty-four hundredths (0.64) acre parcel identified as 20 Broken Bridge Road (Tax Map 109, Lot 1-4) and an approximately two (2) acre portion of the parcel identified as 14 Broken Bridge Road (Tax Map 109, Lot 1-3) in the City of Concord, Merrimack County, New Hampshire, as are more particularly shown on the plan attached hereto as Exhibit A and made a part hereof (the "Premises"). Landlord and Tenant acknowledge and agree that Landlord may obtain an approval from the City of Concord Planning Board to subdivide or adjust the lot lines of the properties so

REDACTED

that the CNG Fueling Station will be located on a single parcel, in which event Landlord may amend the description of the Premises set forth herein and replace Exhibit A with a new plan of the Premises reflecting such change.

1.2 Tenant shall, at Tenant's sole cost and expense, complete the work required to construct the CNG Fueling Station, with the exception of any permanent site preparations, as more specifically described in Exhibit B attached hereto and made a part hereof (the "Tenant Improvements"). All such work performed by Tenant shall be designed and constructed at Tenant's sole cost and expense and in accordance with good construction practices, and in compliance with all applicable laws, regulations, permits and approvals, subject to Landlord's permitting obligations set forth in Section 1.4 hereof. In connection with such construction, Tenant agrees to comply with all of Landlord's construction and labor provisions of this Lease, including, but not limited to, the provisions of Article VII. Tenant shall obtain any and all necessary governmental permits, licenses and approvals required for the completion of Tenant's Work at its sole cost and expense prior to the commencement of any use of the Premises or the Compressor Station Property. Tenant shall provide copies of all such permits to Landlord once received.

1.3 Landlord shall perform certain improvements to the Premises and to the Compressor Station Property, as more specifically described in Exhibit C attached hereto and incorporated herein (the "Landlord Improvements"). With the sole exception of the Compressor Station, which will be designed by Tenant at Landlord's expense, the Landlord Improvements shall be designed and constructed by Landlord at its sole cost and expense, and in compliance with all applicable laws, regulations, permits and approvals. Landlord shall have sole possession and control over the Landlord Improvements, and shall be solely responsible for all operation, maintenance, repair, replacement and removal of the Landlord Improvements, with the sole exception of the Compressor Station, which will be operated, maintained and repaired by Tenant. In the event of failure of the Compressor Station, the cost of replacement shall be paid by Landlord, unless such failure caused by the negligence of Tenant or Tenant's employees, agents or contractors.

1.4 On or before April 6, 2014, Landlord shall apply to the City of Concord for any zoning, site plan or subdivision approvals required for the completion of the Tenant Improvements and the Landlord Improvements (collectively, the "Lease Improvements"), to the New Hampshire Department of Environmental Services for any permits required for the completion of the Lease Improvements and to the New Hampshire Public Utilities Commission ("NHPUC") for approval of this Lease and the Special Contract (such approvals being hereinafter collectively referred to as the "Regulatory Approvals"). Landlord shall be responsible for any application, engineering or legal fees associated with obtaining the Regulatory Approvals; provided, however, that Tenant agrees to reasonably cooperate and provide support for the Regulatory Approvals. If Landlord is unable to obtain the Regulatory Approvals on or before November 3, 2014, then this Lease and the Special Contract shall be terminated and neither Party shall have any further rights or obligations thereunder. Tenant agrees that in the event that the layout of the Premises are altered as a result of the Regulatory Approvals, or any survey or design plan developed pursuant to the Landlord Improvements, Landlord may amend the description of the Premises set forth in Section 1.1 hereof and replace Exhibit A with a new plan of the Premises reflecting such alterations.

REDACTED

1.5 Upon notice of receipt of the Regulatory Approvals by Landlord, Tenant shall submit purchase orders to the appropriate vendors to acquire the equipment listed in Exhibit B hereof (the "Equipment"). Tenant shall provide Landlord copies of all such purchase orders and evidence of payment thereof and shall permit Landlord to audit such payment activity. The Equipment shall be delivered to a location specified by Landlord and maintained at said location until delivery to the Premises is requested by Landlord. Tenant shall be responsible for transportation of the Equipment to the Premises and shall deliver the Equipment, excepting only CCTV surveillance and signage, packaged for outdoor storage. Tenant shall retain title to the Equipment for the duration of this Lease and shall be responsible for insurance of the Equipment and holds Landlord harmless for any damage to the Equipment incurred during Tenant's transportation or storage thereof.

ARTICLE II - TERM OF LEASE

2.1 The term of this Lease will commence on the first day of the first month immediately following the expiration of all applicable appeals periods of the Regulatory Approvals (the "Commencement Date") and terminate upon the expiration or earlier termination of the Special Contract (the "Original Term"). The term "Lease Year", as used herein, shall commence with the Commencement Date of the term of this Lease and terminates on the last day of the twelfth (12th) full calendar month after such commencement.

2.2 In the event that Tenant fails to vacate the Premises at the end of the term of this Lease (including any renewal term), or sooner in the event that this Lease is terminated earlier pursuant to the provisions hereof, Tenant acknowledges that such holdover as a month-to-month tenant is not desirable to Landlord and that the Rent should be reflective of that undesirability. Therefore, if Tenant holds over after the expiration or earlier termination of this Lease or any exercised renewal term with or without objection from Landlord, then such holding over will not extend the Term of this Lease, but will create a month to month tenancy under the same conditions as this Lease except that the Rent shall be paid in the amount of two hundred percent (200%) of the Rent set forth in Section 4.1 hereof. Tenant agrees that such increased Rent is not damages or a penalty, but is a negotiated amount of Rent for any month-to-month holdover period as compensation for the loss incurred by Landlord, such loss being difficult to actually determine in advance. The payment of such increased Rent shall not limit the damages to which Landlord is entitled hereunder.

ARTICLE III – OPTION TO RENEW

3.1 Tenant shall have the option to renew the Lease for one (1) additional term of five (5) years (the "Renewal Term"). So long as Tenant is not in default under the terms of this Lease and has entered into a new firm gas transportation contract with Landlord for a contemporaneous term, this Lease shall automatically renew unless Tenant provides written notice to Landlord on or before six (6) months prior to expiration of the then-current Term of Tenant's intent not to exercise the option. If Tenant fails to exercise an option to renew, then all further options to renew shall expire, and the Lease shall terminate at the end of the then-current Term. The Original Term and Renewal Term, as applicable, are collectively hereinafter referred to as either the "Term of this Lease", "Lease Term" or "Term."

REDACTED**ARTICLE IV - RENT**

4.1 Tenant shall pay Landlord, at the address of Landlord set forth above, or at such other place or to such other person or entity as Landlord may by notice in writing to Tenant from time to time direct, during the of this Lease, the sum of [REDACTED] per month (the "Rent"). The Rent shall be payable in advance on the first day of the first month immediately following the Commencement Date, and pro rata for any fraction of a month at the beginning or end of the Term.

4.2 If any installment of Rent is paid more than five (5) days after the date the same was due, it shall bear interest at the rate of eighteen (18%) percent per annum after the thirtieth (30th) day such installment is past due until paid, but in no event more than the maximum rate of interest allowed by law.

4.3 Under no circumstances may Tenant be entitled to withhold any Rent or other sums due hereunder, or set off against the same, on account of Landlord's purported failure to perform any of its obligations hereunder. Any payment by Tenant or acceptance by Landlord of an amount less than that due under the terms hereof will be treated as a payment on account, regardless of any endorsement appearing on any such check or any statement made by Tenant to the contrary.

ARTICLE V - QUIET ENJOYMENT

5.1 Landlord shall put Tenant into possession of the Premises on the Commencement Date, and Tenant, upon paying the Rent and observing the other covenants and conditions herein, upon its part to be observed, shall have peaceful and quiet enjoyment of the Premises, unless circumstances arise, beyond the control of Landlord, whereby possession becomes unfeasible.

ARTICLE VI - CONDITION OF LEASED PREMISES; REPAIRS

6.1 Subject to the terms of Article I of this Lease, Tenant accepts the Premises, improvements, and any equipment or fixtures on the Premises "as is" and in their existing condition and agrees that no representation, statement or warranty, express or implied, has been made by or on behalf of Landlord as to such condition, or as to the use that may be made of such property. All merchandise, equipment, fixtures, effects and property of every kind, nature and description belonging to Tenant or to any persons claiming through or under Tenant, which may be on the Premises at any time, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, by theft, vandalism or by any other cause, no part of said loss or damage is to be charged to or borne by Landlord.

6.2 Tenant shall keep, during the term hereof, at its own cost and expense, the Premises in good order and repair, excepting only reasonable use and wear and damage by fire or casualty covered by Tenant's insurance; and to make all repairs and replacements and to do all other work necessary for the foregoing purposes, both ordinary and extraordinary. Tenant shall pay the cost of all repairs to the Premises including, without limitation, to Landlord Improvements, if any damage thereto is caused by Tenant or Tenant's employees, agents, contractors or invitees. Tenant shall keep the Premises neat, clean and free from dirt or rubbish

REDACTED

at all times, and shall store all trash and garbage within the Premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense.

ARTICLE VII - IMPROVEMENTS BY TENANT

7.1 Tenant shall not make or allow to be made any alterations, installations, additions or improvement in or to the Premises or the Compressor Station Property, other than the Tenant Improvements, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Any alterations, additions or improvements to the Leased Premises and the Compressor Station Property shall be governed by the following terms:

- (a) All work for any such alteration, addition or improvement shall be performed by a contractor approved by Landlord prior to the commencement of the work, and Landlord shall approve the construction contract which shall be between Tenant and the approved contractor;
- (b) Prior to the commencement of work on any such alteration, addition or improvement, Tenant shall procure, at its own cost and expense, all necessary permits; furthermore, the plans and specifications covering the same will have been submitted to and approved in writing by (i) Landlord and (ii) all municipal or other governmental departments or agencies having jurisdiction over the subject matter thereof;
- (c) In carrying out all such alterations, additions and improvements, Tenant shall comply with the standards, guidelines and specifications imposed by all municipal or other governmental departments and agencies having jurisdiction over the same, including without limitation, all building codes;
- (d) Prior to the commencement of work on any such alteration, addition or improvements, Tenant shall have procured and delivered to Landlord the policy of Builder's Risk insurance or other equivalent acceptable to Landlord, as required by Section 16 hereof;
- (e) Prior to the commencement of work on any such alteration, addition or improvements in excess of \$10,000, excepting only the Tenant Improvements, Tenant shall have furnished to Landlord a letter of credit in substantially the same form as is provided in Exhibit D hereto or other security reasonably acceptable to Landlord, assuring the completion of any such work, and that no liens for labor or materials will attach to the Premises with respect to any such work;
- (f) All work shall be completed promptly and in a good and workman like manner and shall be performed in such a manner that no mechanics, materialmens or other similar liens shall attach to Tenant's leasehold estate, and in no event shall Tenant permit, or be authorized to permit, any such liens or other claims to be asserted against Landlord or Landlord's rights, estate and interest with respect to the Premises or the Compressor Station Property; and at the completion of all work Tenant shall obtain waivers of mechanics and

REDACTED

materialmens liens from all persons performing work on or on furnished material to the Premises or the Compressor Station Property; and

(g) Any such alteration, addition or improvement made by Tenant pursuant to the terms hereof, including but not limited to the Tenant Improvements, shall at the expiration or earlier termination of this Lease become and remain the property of Landlord, subject to the purchase terms for the Fueling Station set forth in Article XIX hereof.

ARTICLE VIII – UTILITIES

8.1 Landlord shall be under no obligation to furnish any utilities to the Premises pursuant to this Lease; excepting only the extension of natural gas and electrical service lines as set forth in Exhibit C hereof. If Tenant desires any other utility service be extended to the Premises, Tenant shall obtain Landlord's prior written consent. Tenant shall make its own arrangements for such utilities. Tenant shall pay directly to the proper authorities charged with the collection thereof all charges for any utility services to the Premises, all such charges to be paid as the same from time to time become due. All utility service installations installed by Tenant and permitted by Landlord shall, at Landlord's election, be removed by Tenant at its expense at the expiration or earlier termination of this Lease.

ARTICLE IX - USE OF THE PREMISES

9.1 Without the prior written consent of Landlord, Tenant may use the Premises and the Compressor Station Property only for the purpose of operating a CNG Fueling Station and purposes reasonably incident thereto (the "Permitted Uses"). Landlord makes no representation or warranty that the use of the Premises for the Permitted Uses is allowed by local zoning or other laws, ordinances or regulations, and any permits for such use, and all costs associated therewith, shall be the exclusive responsibility of Tenant, excepting only those approvals or permits obtained by Landlord pursuant to Section 1.4 hereof.

9.2 In its use of the Premises and operation of the Compressor Station Property, Tenant shall comply with all statutes, ordinances and regulations applicable to the use thereof, as now in effect or as hereafter amended. Any changes in the Premises which are required by any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters due to Tenant's use of Premises shall be at Tenant's sole cost and expense. Tenant shall procure at its sole expense all permits and licenses required for the transaction of business in the Premises, excepting only those approvals or permits obtained by Landlord pursuant to Section 1.4 hereof, and otherwise comply with all applicable laws, ordinances, and governmental regulations affecting the Premises, including those relating to Hazardous Materials (hereinafter defined) now in force or that may be hereafter enacted or promulgated.

9.3 Tenant agrees that Landlord may purchase CNG from the CNG Fueling Station at a price to be mutually agreed upon by the Parties.

REDACTED**ARTICLE X - HAZARDOUS WASTE, MATERIAL OR SUBSTANCES**

10.1 Tenant shall not use the Premises or the Compressor Station Property for the generation, storage or treatment of hazardous waste, and hereby certifies that its operations or other use of the Premises will not involve same. For purposes of this lease, the term "Hazardous Materials" means (a) any chemical, compound, material, mixture or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws (hereafter defined) as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "infectious waste", "bio hazardous waste", "toxic substance", "pollutant", "toxic pollutant", "contaminant" as well as any formulation not mentioned herein intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "EP toxicity", or "TCLP toxicity"; (b) "hazardous substance" as defined in any Environmental Law; (c) "waste" as defined in any Environmental Law; (d) asbestos in any form; (e) urea formaldehyde foam insulation; (f) polychlorinated biphenyls (PCBs); (g) radon; and (h) any other chemical, material, or substance exposure to which is limited or regulated by any Governmental Agency (hereafter defined) because of its quantity, concentration, or physical or chemical characteristics, or which poses a significant present or potential hazard to human health or safety or to the environment if released into the workplace or the environment. "Hazardous Materials" shall not include (y) ordinary office supplies and repair, maintenance and cleaning supplies maintained in reasonable and necessary quantities and used in accordance with all Environmental Laws, or (z) natural gas or fuel required in the ordinary course for the operation of the Premises or the Compressor Station Property maintained in reasonable and necessary quantities and used in accordance with all Environmental Laws. As used in this Article XIII, "Environmental Laws" means any and all present and future federal, state and local laws, ordinances, regulations, policies and any other requirements of any Governmental Agency relating to health, safety, the environment or to any Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), the Resource Conservation Recovery Act (RCRA), the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Endangered Species Act, the Clean Water Act, the Occupational Safety and Health Act, each as hereafter amended from time to time, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing. As used in this Article XIII, "Governmental Agency" means any federal, state, municipal or other governmental or quasi-governmental court, agency, authority or district.

10.2 Tenant shall not (either with or without negligence) cause or permit the escape, disposal, release of any Hazardous Materials on, in, upon or under the Premises or the Compressor Station Property. Tenant shall not generate, store, use or dispose of such Hazardous Materials in any manner not sanctioned by the foregoing cumulative references in compliance with all applicable laws, rules and regulations. Landlord expressly reserves the right to enter the Premises to perform regular inspections upon reasonable notice to Tenant provided that same does not interfere with Tenant's use of the Premises.

REDACTED**ARTICLE XI - ASSIGNMENT; SUBLEASING**

11.1 Tenant shall not, voluntarily, by operation of law, or otherwise, assign, transfer, mortgage, pledge or encumber this Lease or the CNG Fueling Station or sublease the Premises or any part thereof, or grant a right to any person other than Tenant, its employees, agents, servants and invitees to occupy or use the Premises or any portion thereof, without the express prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to enter into an agreement with its affiliate, Alternative Vehicle Service Group Limited Partnership ("AVSG"), to operate the vehicle fueling pump at the CNG Fueling Station, upon Landlord's review and approval of the agreement between Tenant and AVSG.

ARTICLE XII - TAXES AND ASSESSMENTS

12.1 Landlord shall pay all real estate taxes and levies and charges and governmental impositions, duties and charges of like kind and nature which are or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien or liens upon the Premises or any part thereof, or upon any buildings or appurtenances thereto or any parts thereof, or which may become due and payable with respect thereto and any and all taxes charged, laid or levied in addition to the foregoing under or by virtue of any present or future laws, requirements, rules, orders, directions, ordinances or regulations of the United States of America, State of New Hampshire, Merrimack County, City of Concord government, or of any other municipal government or lawful authority whatsoever.

ARTICLE XIII - MECHANIC'S LIEN

13.1 In the event of the filing in the Merrimack County Registry of Deeds of any notice of a builder's, supplier's or mechanic's lien on the Premises or on the Compressor Station Property arising out of any work performed by or on behalf of Tenant, Tenant shall cause without delay proper proceedings to be instituted to test the validity of the lien claimed, and within thirty (30) days after the filing of any such lien to discharge the same by the posting of bond or otherwise; and during the pendency of any such proceeding, Tenant shall completely defend and indemnify Landlord against any such claim or lien and all costs of such proceedings wherein the validity of such lien is contested by Tenant, and during the pendency of such proceeding such lien may continue until disposition of such proceeding, and after disposition thereof, Tenant shall cause said lien to be released and discharged.

ARTICLE XIV - EMINENT DOMAIN

14.1 If the Premises or the Compressor Station Property are lawfully condemned or taken by any public authority either in its entirety or in such proportion that it is no longer suitable for the intended use by Tenant, then this Lease will automatically terminate without further act of either Party hereto on the date when possession of the Premises or the Compressor Station Property is taken by such public authority, and each Party hereto will be relieved of any further obligation to the other; except that Tenant shall be liable for and shall promptly pay to Landlord any Rent or other payments due hereunder then in arrears or Landlord shall promptly rebate to Tenant a pro rata portion of any Rent or other such payments paid in advance. In the

REDACTED

event the proportion of the Premises or the Compressor Station Property so condemned or taken is such that the Premises is still suitable for its intended use by Tenant, this Lease will continue in effect in accordance with its terms and a portion of the Rent and other payments due hereunder will abate equal to the proportion of the rental value of the Premises so condemned or taken. In either of the above events, the award for the property so condemned or taken will be payable solely to Landlord without apportionment to Tenant.

ARTICLE XV - LIABILITY

15.1 Except for injury or damage caused by the gross negligence or willful misconduct of Landlord, its servants or agents, neither Landlord nor any direct or indirect parent, their directors, officers, and employees (the "Landlord Indemnified Parties") shall be liable for any injury or damage to any person happening on or about the Premises or the Compressor Station Property, or for any injury or damage to the Premises or the Compressor Station Property, or to any property of Tenant or to any property of any third person, firm, association, or corporation on or about the Premises or the Compressor Station Property. Tenant acknowledges that the Premises and the Compressor Station Property are situated in close proximity to an operating natural gas district regulator facility, which carries inherent risks associated with high pressure natural gas. In addition, the Premises and the Compressor Station Property may contain one or more active underground gas mains.

15.2 Tenant shall, except for injury or damage caused as aforesaid, defend (with counsel reasonably acceptable to Landlord), indemnify and hold the Landlord Indemnified Parties harmless from and against any and all liability and damages, costs and expenses, including reasonable attorneys' fees, and from and against any and all suits, claims and demands of any kind or nature whatsoever, by and on behalf of any person, firm, association or corporation arising out of or based upon any incident, occurrence, injury or damage which happens or may happen on or about the CNG Fueling Station, the Premises and the Compressor Station Property, and from and against any matter or thing growing out of the condition, maintenance, repair, alteration, use, occupation or operation of the CNG Fueling Station, the Premises or the Compressor Station Property or the installation of any property therein or the removal of any property therefrom. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, in the defense thereof, including attorneys' fees. Tenant shall not settle or compromise any claim without the prior written consent of Landlord. This indemnity shall survive the expiration or earlier termination of this Lease.

15.3 In addition, Tenant agrees to defend with counsel acceptable to Landlord and indemnify the Landlord Indemnified Parties and hold the Landlord Indemnified Parties harmless from and against all claims arising from the discharge or other release by Tenant onto the Premises or the Compressor Station Property of any Hazardous Material, excluding any discharge of Hazardous Material to the extent caused by Landlord, its officers, directors, agents, employees, invitees, licensees or contractors. Tenant shall not settle or compromise any claim without the consent of Landlord.

REDACTED**ARTICLE XVI - TENANT'S INSURANCE**

16.1 Tenant shall, at its sole cost and expense, obtain and maintain throughout the Term with reputable insurance companies qualified to do business in New Hampshire, the following insurance:

(a) Comprehensive public liability insurance indemnifying the Landlord Indemnified Parties and Tenant against all claims and demands for any injury to person (including death) or property which may occur or be claimed to have occurred on the Premises or the Compressor Station Property as a result of the use of the Premises or the Compressor Station Property by Tenant or its agents or contractors, in amounts which shall at the beginning of the Term, be not less than Ten Million Dollars (\$10,000,000), and, from time to time during the Term, may be for such higher amounts as Landlord may reasonably require, taking into account the region in which the Premises are located and similar property, used for similar purposes;

(b) Workmen's compensation and any other insurance required by law or the nature of Tenant's business;

(c) Automobile or motor vehicle liability insurance in form and substance reasonably satisfactory to Landlord and with a minimum limit of liability of Ten Million (\$10,000,000) Dollars per occurrence.

(d) Such other insurance with respect to the Premises as reasonably required by Landlord against loss or damage of the kinds from time to time customarily insured against and in such amounts as required by landlords for properties comparable to the Premises.

16.2 Tenant shall furnish Landlord with certificates or policies of all such insurance prior to the beginning of the Term and of each renewal policy at least ten (10) days prior to the expiration of the policy being renewed. Not less than thirty (30) days written notice will be given by Tenant to Landlord prior to any material modification or cancellation of the policies.

16.3 During any period or periods of construction by Tenant on the Premises, including any such construction completed in part by Landlord or any of the Landlord Indemnified Parties, the construction of which (a) is of a type to which Builder's Risk Insurance is applicable and (b) requires the advance written approval of Landlord, Tenant shall obtain and maintain in effect standard Builder's Risk Insurance or with Landlord's written consent, which consent may be made at Landlord's sole discretion, a reasonable equivalent alternative. Any such Builder's Risk Insurance shall be written on a completed value basis, including extended coverage, and utilizing a maximum value at date of completion not less than the greater of (y) the aggregate contract price or prices for the construction of such facilities or (z) the amount which may be required by a mortgagee which is financing such construction. If such construction by Tenant is of a type to which Builder's Risk Insurance is not applicable, Tenant shall provide additional equivalent coverage under the policies as required by Landlord.

REDACTED

16.4 The foregoing insurance coverages shall be primary and non-contributing with respect to any other insurance or self-insurance that may be maintained by Landlord. Tenant shall place all insurances for which Tenant is responsible with an insurer and on terms approved by Landlord. Each policy required of Tenant herein shall contain a cross liability or severability of interest clause and name Landlord or any other of Landlord Indemnified Parties as requested by Landlord as an additional insured. With the exception of professional liability (if design work is completed) insurance, tenant shall obtain from each of its insurers a waiver of subrogation in favor of Landlord, its officers, directors, employees, and agents, and any Landlord Indemnified Party, its officers, directors, employees, and agents with respect to losses arising out of or in connection with the such work.

ARTICLE XVII - ACCESS

17.1 Tenant shall permit Landlord and Landlord's representatives to enter the Premises at any time in the event of any emergency or upon twenty-four (24) hours prior notice for inspection, repairs or alterations, showing the Premises to others. Tenant agrees to notify Landlord if Tenant replaces or changes any locks at the Premises, and agrees to provide Landlord with copies of keys to any such new lock prior to or upon its installation. Landlord shall permit Tenant and Tenant's representatives to enter the Compressor Station Property at any time for the purpose of operation, repair or maintenance of the Compressor Station.

ARTICLE XVIII - SIGNS

18.1 Tenant shall not post, place or paint on the Premises any placard or sign without the prior written consent of Landlord. All placards or signs shall conform in all respects to the requirements, if any, of all applicable laws, codes and ordinances and to the sign criteria established by Landlord from time to time in the exercise of its sole discretion, and shall be subject to the prior written approval of Landlord as to construction, method of attachment, size, shape, height, lighting, color and general appearance. All placards or signs shall be kept in good condition and in proper operating order at all times. Upon the expiration or earlier termination of this Lease, Tenant shall remove all placards or signs and restore the surface to which the sign was attached to its original condition at Tenant's expense.

ARTICLE XIX – DEFAULT; REMEDIES

19.1 If (a) Tenant shall default in the performance of any of its monetary obligations under this Lease or under the Special Contract, and if such default shall continue for five (5) days after written notice from Landlord to Tenant, or (b) if within fifteen (15) days after written notice from Landlord to Tenant specifying any other default or defaults under this Lease or under the Special Contract, Tenant has not commenced diligently to correct such default and has not thereafter diligently pursued such correction to completion, or (c) if Tenant's leasehold interest shall be taken on execution or by other process of law, attached or subjected to any other involuntary encumbrance, then, and in any of such cases, Landlord and its agents and servants may lawfully, immediately or at any time thereafter, and without further notice or demand, and without prejudice to any other remedies available to Landlord for arrearages of rent or otherwise, either (i) enter into and upon the Premises or any part thereof, in the name of the whole, and repossess the same as of Landlord's former estate without the Tenant Improvements, or (ii) mail

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a notice of termination addressed to Tenant at the Premises, and upon such entry or mailing this Lease shall terminate. In the event that this Lease is terminated under any of the foregoing provisions, or otherwise for breach of Tenant's obligations hereunder or under the Special Contract, Tenant covenants to pay forthwith to Landlord as compensation the total rent reserved for the residue of the Term. In calculating the rent reserved there shall be included the value of all other considerations agreed to be paid or performed by Tenant for such residue of the Term. Tenant further covenants, as an additional and cumulative obligation after any such termination or entry, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same times as if this Lease had not been terminated. Tenant further covenants, as an additional and cumulative obligation after any such termination or entry, to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same times as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the foregoing covenant, Tenant shall be credited with any amount actually paid to Landlord as compensation, as hereinbefore provided, and also with any additional rent actually obtained by Landlord by reletting the Premises, after deducting the expenses of obtaining and collecting the same. Nothing herein contained shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency or reorganization or arrangement with creditors, as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater than, equal to, or less than the amounts referred to above.

19.2 In the event that any assignment of this Lease or any rights in the CNG Fueling Station be made by Tenant for the benefit of creditors, or if a petition is filed by or against Tenant under any provision of the Bankruptcy Code and, in the case of an involuntary petition, such petition is not dismissed within ninety (90) days, then Landlord shall have the right to acquire immediately the CNG Fueling Station at its net book value.

19.3 Notwithstanding and in addition to any of the remedies set forth in this Article XIX, in the event that Tenant shall default in the performance of any of its obligations under this Lease or the Special Contract, and if such default shall continue for thirty (30) days after written notice from Landlord to Tenant, Landlord shall have the right to acquire immediately the CNG Fueling Station at its net book value.

19.4 If Tenant shall at any time default in the performance of any Tenant obligation under this Lease, Landlord shall have the right to perform such obligation. All sums so paid by Landlord, and all necessary incidental costs and expenses in connection with the performance of any such act by Landlord, shall be deemed to be additional Rent under this Lease and shall be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving or releasing Tenant from any of its obligations under this Lease.

19.5 Any consent or permission by Landlord to any act or omission which otherwise would be a breach of any covenant or condition herein, or any waiver by Landlord of the breach of any covenant or condition herein, shall not in any way be construed to operate so as to impair the continuing obligation of any covenant or condition herein.

REDACTED

19.6 Tenant shall pay on demand Landlord's costs and expenses, including reasonable attorney's fees and costs, incurred by Landlord in enforcing any obligation of Tenant under this Lease, or in connection with any request by Tenant for Landlord's consent, modification or approval under this Lease.

19.7 As additional security for the performance of Tenant's obligations hereunder, Tenant grants to Landlord a lien upon and a security interest in the Tenant Improvements; provided that Landlord agrees that it shall only seek to foreclose upon and sell the Tenant Improvements in the event that Landlord is unable to purchase the CNG Fueling Station pursuant to Section 19.2 and 19.3 hereof. Landlord agrees to subordinate its lien on the Tenant Improvements if Tenant and the lender desiring a prior lien on the Tenant Improvements executes and delivers a lien subordination agreement in a form acceptable to Landlord. During any period in which any default under this Lease is continuing, Tenant shall not sell, transfer or remove from the Premises all or any portion of Tenant Improvements. Landlord also shall, to the extent permitted by Law, have (in addition to all other rights) a right of distress for rent as security for all Rent and any other sums payable under this Lease. Tenant authorizes Landlord to take any steps Landlord deems necessary to perfect its security interest in the Tenant Improvements.

ARTICLE XX - MORTGAGE LIEN

20.1 This Lease and all rights of Tenant hereunder are and will remain subject and subordinate, without any further documentation, to the lien of (a) any mortgage(s) constituting a lien on the Premises, or any part thereof, at the date hereof, and (b) the lien of any mortgage(s) hereafter executed to provide financing or refinancing of the facilities on the Premises, and (c) any renewal, modification, consolidation or extension of any mortgage referred to in clause (a) or (b). Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant here under to the lien of any mortgage, deed of trust or other instrument. Tenant shall execute and acknowledge a certificate containing such information as may be reasonably requested for the benefit of Landlord, any prospective purchaser or any current or prospective mortgagee of the Premises within ten (10) days of receipt of same.

20.2. From time to time, upon prior written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and that Tenant has no defenses, offsets or counterclaims against its obligations to pay the Rent and any other charges and to perform its other covenants under this Lease.

ARTICLE XXI - GUARANTY

21.1 As additional consideration for this Lease and the Special Contract, Tenant shall deliver to Landlord at the Commencement Date a guarantee executed by AVSG and Babak Alizadeh, whereby the guarantors thereunder agree to unconditionally guarantee the full, timely and faithful payment and performance by Tenant of all of Tenant's obligations under this Lease and the Special Contract, including but not limited to the completion of the Tenant Improvements and operation and maintenance of the Compressor Station.

REDACTED**ARTICLE XXII - SUCCESSION**

22.1 This Lease shall be binding upon Landlord and Tenant and their respective successors and any permitted assigns. Tenant agrees that the Landlord named herein and any subsequent Landlord shall be liable hereunder only for obligations accruing while owner of the Premises. No holder of a mortgage of Landlord's interest shall be deemed to be the owner of the Premises until such holder shall have acquired indefeasible title to the Premises.

ARTICLE XXIII - NO PARTNERSHIP

23.1 By executing this Lease, the Parties acknowledge and agree that they do not intend to form a partnership, joint venture or any other form of common enterprise, and nothing in this Lease shall be construed to establish between the Parties any relationship other than that of Landlord and tenant, or to render either Party liable for the debts or obligations of the other.

ARTICLE XXIV - NO BROKER

24.1 The Parties covenant that no broker was involved in any capacity in bringing about the relationship evidenced by this Lease; and further agree that if any claim on behalf of any broker or agent is made or upheld, then the Party against or through whom such claim is made shall defend (with counsel reasonably acceptable to the other Party), indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including without limitation reasonable attorney's fees and costs.

ARTICLE XXV - NOTICES

25.1 All notices for Landlord shall be addressed to Landlord at the address of Landlord set forth above, or to such other place as may be designated by written notice to Tenant; and all notices for Tenant shall be addressed to Tenant at the Premises, or to such other place as may be designated by written notice to Landlord. Any notice shall be deemed duly given when mailed to such address postage prepaid registered or certified mail, return receipt requested, or when delivered for receipt to such address by hand.

ARTICLE XXVI - SHORT FORM RECORDING

26.1 If required by the applicable statute and if requested by Tenant, Tenant may, at its sole cost and expense, record in the Merrimack County Registry of Deeds a Notice of this Lease that complies in content and form with New Hampshire RSA Section 477:7-a.

ARTICLE XXVII - WAIVER

27.1 Any consent, express or implied, by Landlord to any breach by Tenant of any covenant or condition of this Lease will not constitute a waiver by Landlord of any prior or succeeding breach by Tenant of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach of or default under any condition hereof by Tenant will not constitute a waiver by Landlord of such breach or default.

REDACTED**ARTICLE XXVIII - GOVERNING LAW/JURISDICTION**

28.1 This Lease will be governed, construed and interpreted by and in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings. The Parties hereto agree that any disputes concerning the subject matter of this Lease shall be resolved only by litigation in applicable New Hampshire state courts or federal courts in the District of New Hampshire, of proper jurisdiction and venue; provided, however, that Landlord may enforce its rights hereunder in any jurisdiction in which Tenant has breached, or threatened to breach, this Lease. Each Party hereto agrees to submit to such jurisdiction and venue for all purposes hereunder.

ARTICLE XXIX – PUBLIC REGULATION

29.1 The Parties acknowledge that Landlord is a public utility subject to regulation by the NHPUC. Compliance by Landlord with any order or rule of the NHPUC or any other regulatory or legislative authority with jurisdiction, including but not limited to the City of Concord and NHDES, shall not constitute a breach of this Lease.

29.2 In the even the issuance of any order or rule of the NHPUC or any other regulatory or legislative authority with jurisdiction that materially and adversely affects the rights and obligations of either Party to this Lease, then the affected Party may give written notice to the other requiring renegotiation of the terms and conditions of the Lease and the Parties shall negotiate in good faith, to achieve the original objectives of this Lease, an amendment to this Lease that remedies such material and adverse effect and that is in compliance with the order or rule. Should the Parties fail to agree on such amendment to this Lease within sixty (60) days of the issuance of the order or rule, the affected Party may terminate this Agreement upon providing written notice to the other.

ARTICLE XXX - COUNTERPARTS

30.1 This Lease may be executed in two (2) or more counter-parts, each of which will be deemed an original and all collectively but one and the same agreement.

ARTICLE XXXI - MODIFICATION; ENTIRE AGREEMENT

31.1 This Lease contains and embraces the entire agreement between the Parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the Parties unless such agreement is expressed in writing and signed by Landlord and Tenant or their respective successors in interest.

ARTICLE XXXII - SECTION HEADINGS

32.1 The headings at the beginning of each of the Sections in this Lease are solely for purposes of convenience and identification and are not to be deemed or construed to be part of this Lease.

REDACTED

ARTICLE XXXIII - SEVERABILITY

33.1 If any term, clause or provision of this Lease is judged to be invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Lease will not be affected thereby.

ARTICLE XXXIV – CONDITIONS TO LEASE

34.1. The Parties agree and acknowledge that this Lease is conditioned on the execution of the Special Contract by both Landlord and Tenant and final approval of the Special Contract and this Lease by the NHPUC. In the event that Landlord and Tenant fail to execute the Special Contract or that the NHPUC fails to approval both the Special Contract and this Lease by November 3, 2014, then this Lease shall terminate and neither Party shall have any further obligations hereunder.

[Remainder of page intentionally blank ~ signature page follows]

REDACTED

EXECUTED as a sealed instrument by the duly authorized representatives of the Parties,
as of the day and year first above written.

Landlord:

**LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.**

d/b/a/ Liberty Utilities

By: Richard H. Leehr

Name: Richard H. Leehr

Title: President

WJC

Tenant:

INNOVATIVE NATURAL GAS, LLC

d/b/a iNATGAS

By: Elizabeth Alizadeh

Name: ELIZABETH ALIZADEH

Title: Treasurer

REDACTED

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 3rd day of April, 2014 by RICHARD H. LEEHR [name], duly authorized PRESIDENT [title] of Liberty Utilities (EnergyNorth Natural Gas) Corp., a New Hampshire corporation, on behalf of said corporation.

Sarah B. Knowlton
Justice of the Peace/Notary Public

My Commission Expires: SARAH B. KNOWLTON, Notary Public
My Commission Expires May 11, 2016

Notary Seal or Stamp:

[Sign in Black Ink]

STATE/COMMONWEALTH OF MassachusettsCOUNTY OF Norfolk

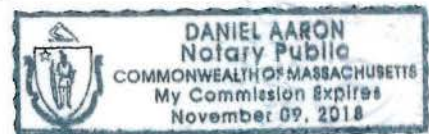
The foregoing instrument was acknowledged before me this 2nd day of April, 2014 by Elizabeth Alizadeh [name], duly authorized Treasurer [title] of Innovative Natural Gas, LLC, a Massachusetts limited liability company, on behalf of said limited liability company.

Daniel Aaron
Justice of the Peace/Notary Public

My Commission Expires: 11/09/18

Notary Seal or Stamp:

[Sign in Black Ink]

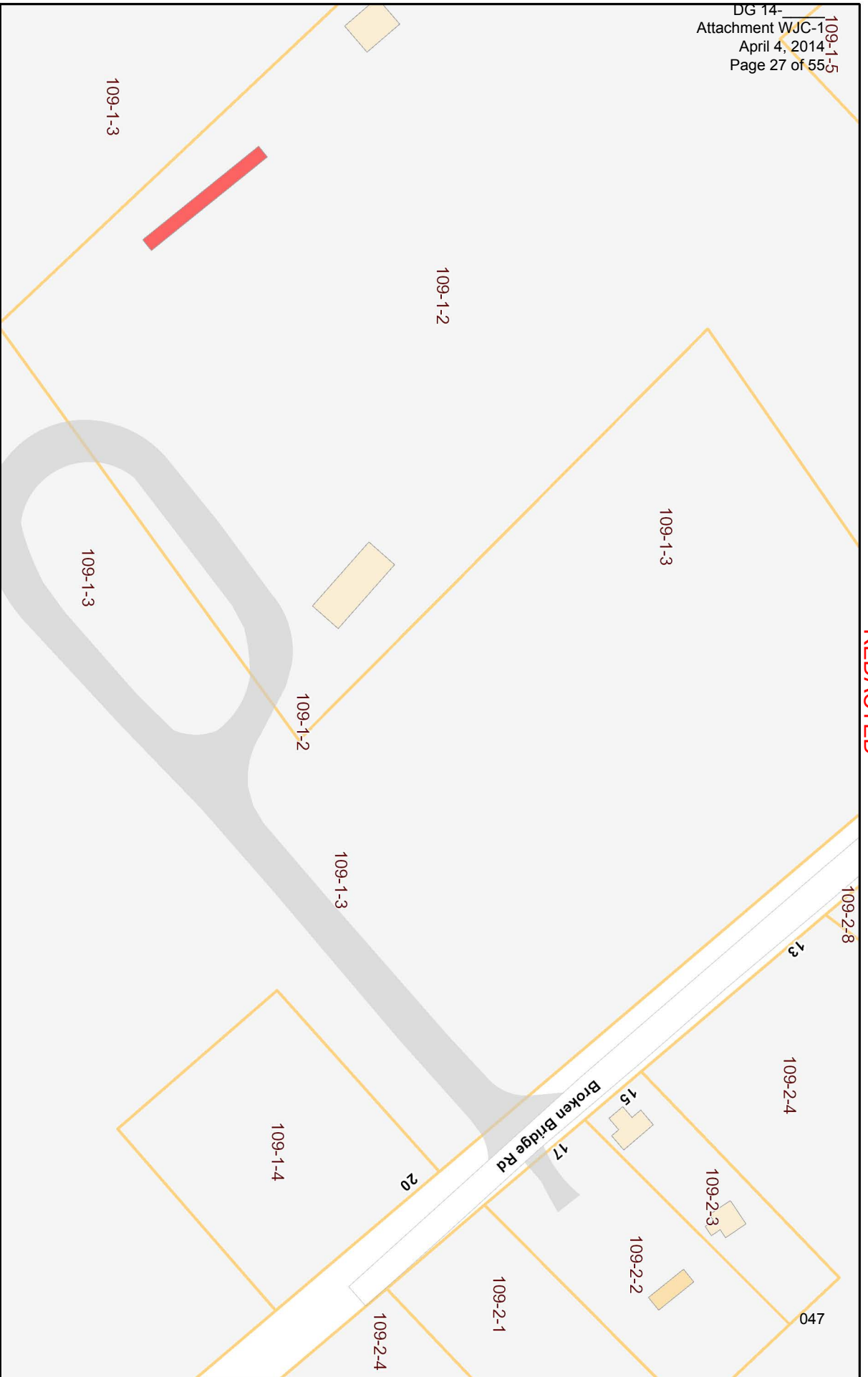


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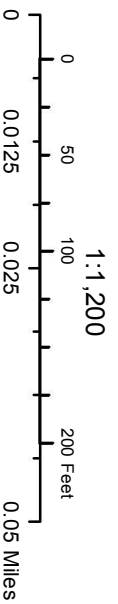
EXHIBIT A
PLAN OF PREMISES

[See Attached]

REDACTED



April 3, 2014



REDACTED**EXHIBIT B****TENANT IMPROVEMENTS**

Pursuant to the terms of this Lease, Tenant shall:

- Construct the CNG Fueling Station other than permanent Landlord improvements as listed in Exhibit C.
- Provide assistance to the site surveyor in laying out the design of the CNG Facility.
- Provide technical assistance to Liberty with local and state permitting, as needed and at no cost to Liberty.
- Provide specifications for all equipment used in the Compressor Station and the CNG Fueling Station except meter set assembly.
- Apply for an electric meter in the name of iNATGAS from Unitil and request that Unitil energize the transformer and electric system.
- Install all electrical connections and wiring downstream of the step-down transformer.
- Provide all labor and material for installation of the high-pressure stainless steel tubing/piping to be located at the CNG Facility.
- Provide a commercially-viable Fuel Management System (FMS).
- Provide and install up to two (2) sets of ASME CNG storage vessels.
- Provide and install six (6) trailer fueling posts at the “private-access only” canopied fueling area.
- Provide and install at least one (1) dual-hose “retail style” CNG dispenser for vehicle fueling, location to be determined by Landlord and Tenant, subject to permitting.
- Provide internet and phone services to the CNG Facility.
- Provide and install CCTV monitoring equipment for the CNG Facility.
- Provide all required safety and emergency signs for the CNG Facility.
- Provide maintenance services for all equipment downstream of the natural gas meter set assembly, including the gas conditioning and compression equipment in accordance with manufacturer’s specifications and industry standards at no cost to Liberty Utilities.
- Provide testing and commissioning services of the CNG Facility per manufacturer’s specifications.

REDACTED**EXHIBIT C****LANDLORD IMPROVEMENTS**

Pursuant to the terms of this Lease, Landlord shall:

- Construct the Compressor Station.
- Obtain, at Liberty's expense, a site survey, access and egress designs, equipment layout and overall site configuration plans as determined by Tenant.
- Perform all permanent site preparations at the CNG Facility, including but not limited to: concrete pad(s), protective 3-sided structure for compressors, concrete dispenser island(s), canopy(ies), driveway, fencing, fencing permahedge, access gates, trenches, lighting (perimeter, canopy, equipment area), and paving.
- Extend a transmission grade natural gas service line to the Compressor Station from the Liberty take station on Broken Bridge Rd. with final regulated supply pressure not to exceed 700 PSI.
- Provide one (1) 1250 KVA 13.8/450V 3-phase step-down transformer, delivered to the Premises, and place onto concrete pad with specifications jointly agreed upon by Landlord and Tenant.
- Provide all connections between the electrical service line and the transformer.
- Provide and install gas conditioner equipment consisting of a dryer, pre-and post-filters with specifications jointly agreed upon by Landlord and Tenant.
- Provide and install up to six (6) approximately 995 scfm, 300 hp, electric motor-driven compressors (four compressors to start with initially). Additional compressors to be acquired and installed as demand warrants with specifications jointly agreed upon by Landlord and Tenant.
- Prepare and submit application for permitting the installation of the Lease Improvements with the City of Concord and the State of New Hampshire.

REDACTED

EXHIBIT D
FORM OF LETTER OF CREDIT

[Date]

[LANDLORD]

[ADDRESS]

Attention _____:

At the request and for the account of _____, we hereby establish in your favor this Irrevocable Letter of Credit Number _____ whereby we irrevocably authorize you, subject to all the terms and conditions hereof, to draw upon us the sum of up to _____ U.S. Dollars (\$ _____ USD), commencing on the date hereof, effective immediately, and expiring [_____] .m. E.D.T. at our counters on [expiration date].

Funds under this Letter of Credit are available for drawing from and after the date hereof, subject to presentation by you at [Lending Institution], [Lender's Address] on the Banking Day such drawing is to be made, of a sworn declaration in the form attached hereto as Exhibit 1 (the "Declaration").

Only you or a transferee pursuant to the terms hereof may make a drawing under this Letter of Credit. It is a condition of this Letter of Credit that you may transfer this Letter of Credit only to a successor holder of the Lease to you dated _____, 20___. Upon payment as provided herein of the funds, we shall be fully discharged of all obligations under this Letter of Credit and we shall not thereafter be obligated to make any further payments under this Letter of Credit in respect of such demand to you or any other person.

"Banking Day" means any day other than a Saturday, Sunday, or a day on which commercial banking institutions in New Hampshire are required or authorized to close.

This Letter of Credit will terminate on the earlier of (i) payment to you of up to U.S. Dollars _____ (USD \$ _____) pursuant to the Declaration, and (ii) in the event that you have not submitted the Declaration prior to the expiration date stated in the initial paragraph hereof, on such expiration date. This Letter of Credit shall be promptly surrendered by you to us on such expiration date.

If at any time prior to presentation of documents for payment hereunder, we receive a certificate signed by one who purports to be duly authorized on your behalf to execute and deliver such certificate, stating that this Letter of Credit has been lost, stolen, damaged or destroyed, we will, upon receipt of an indemnity agreement from you in form and substance

REDACTED

satisfactory to us, issue to you a replacement Letter of Credit in the same amount as this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication Number 500 (UCP). This Letter of Credit shall be deemed to be subject to the law of the New Hampshire and shall, to the extent not inconsistent with the UCP be governed by and construed in accordance with the laws of the New Hampshire.

This Letter of Credit may be transferred in whole but not in part by [Lender] to a party or parties as permitted by law within the United States by the completion by the beneficiary of a transfer form in the form attached hereto as Exhibit 2 and sending it to [Lender], [Lender's Address], upon receipt by [Tenant] and processing thereof. In the event of a transfer of this Letter of Credit to more than one (1) party, all beneficiaries must authorize a draw. The original of this Letter of Credit and any amendments thereto must accompany the request in order that the transfer when effective may be endorsed thereon. Our transfer fee of _____ Dollars (\$_____) must accompany your request to us.

Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us, if by registered mail to [Lender], [Lender's Address], or if by courier to [Lender], [Lender's Address], specifically referring to the number of this Letter of Credit.

Very truly yours,

[LENDER]

Authorized Signature

Authorized Signature

REDACTED

EXHIBIT 1
To Letter of Credit

SWORN DECLARATION

STATE/COMMONWEALTH OF _____

COUNTY OF _____

The undersigned, being the duly elected and qualified (duly appointed representative of) [Landlord] or being the successor holders of the Lease and successor beneficiaries of the Letter of Credit (hereinafter defined), does hereby swear under penalties of perjury that as of the date hereof:

[Tenant] has failed to pay when due the full amount of rent or has otherwise defaulted on a certain Lease dated _____ by and between _____ and _____ (the "Lease") under which Lease _____ Dollars (\$_____) is now due and owing, and [Landlord] [or successor holders of the Lease and successor beneficiaries of the Letter of Credit] is entitled to the funds represented by Irrevocable Letter of Credit Number _____ issued by _____ (the "Letter of Credit") and is therefore entitled to draw down the amount of _____ Dollars (\$_____) of the Letter of Credit. [_____ are the successor holders of the Note and successor beneficiaries of the Letter of Credit as evidenced by the Assignment of Promissory Note attached hereto.]

Effective this ____ day of _____, ____.

[LANDLORD] [or successor holders of the Lease
and successor beneficiaries of the Letter of Credit]

By: _____

Its: _____

Duly Authorized

Sworn to this ____ day of _____, ____.

Notary Public

REDACTED

EXHIBIT 2
To Letter of Credit

_____, _____
[Lending Institution]

[Lender's Address]

Attention: Letter of Credit Supervisor

RE: Letter of Credit No. _____

Issued By: _____

Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to _____ all rights of the undersigned beneficiary to draw under the above letter of credit pursuant to its terms. In the event of a transfer to more than one (1) party, all beneficiaries must authorize a draw.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferees and the transferees shall have the sole rights as beneficiaries thereof, including sole rights relating to any amendments - whether increases or extensions or other amendments - and whether now existing or hereafter made, all amendments are to be advised direct to the transferees without necessity of any consent of, or notice to, the undersigned beneficiary.

The original letter of credit is returned herewith together with any and all amendments, and we ask you to endorse the transfer on the reverse of the letter of credit and forward it direct to the transferees with your customary notice of transfer.

Enclosed is remittance of _____ Dollars (\$_____) in payment of your transfer commission and, in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer.

Very truly yours,

[Landlord]

By: _____

MASTER PROJECT AGREEMENT

EXHIBIT B

Special Contract – Natural Gas – Firm Transportation

REDACTED

**SPECIAL CONTRACT – NATURAL GAS
FIRM TRANSPORTATION**

CONTRACT NO. NHPUC 2014-1

**LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.
D/B/A LIBERTY UTILITIES**

WITH

**INNOVATIVE NATURAL GAS, LLC
D/B/A iNATGAS**

Date of Execution:

April 2, 2014

Effective Date:

May 4, 2014

(Subject to NHPUC Approval)

Date of Termination:

15 Years from Service
Commencement Date

REDACTED

**STATEMENT OF SPECIAL CIRCUMSTANCES
THAT JUSTIFY DEPARTURE FROM EXISTING TARIFF**

Innovative Natural Gas, LLC d/b/a iNATGAS seeks to construct a compressed natural gas fueling station, including fill stations, a canopy, storage vessels, a dispenser for vehicle fueling, and a fuel management system ("CNG Fueling Station") on Broken Bridge Road in Concord, N.H. The facility will be located on land owned by Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities and leased to iNATGAS. Liberty Utilities will construct a compressor station, including compressors, dryers and a meter set assembly ("Compressor Station"), adjacent to its existing gate station. Liberty Utilities will construct a gas main from the gate station to the meter set assembly. iNATGAS will take Sales Service from Liberty Utilities for an initial minimum period of one year and subsequently iNATGAS may elect on an annual basis to take Sales Service from Liberty Utilities or procure gas supply from a third party and arrange delivery to Liberty Utilities, which Liberty Utilities will then compress and deliver to iNATGAS.

In order to provide service to iNATGAS, Liberty Utilities will be required to make a substantial investment in land and facilities, including the Compressor Station and line extension, and lease real property to iNATGAS for it to construct and operate the CNG Fueling Station. Liberty Utilities' existing tariff does not contemplate that Liberty Utilities will compress natural gas and deliver it to a customer nor does the tariff provide a mechanism for the recovery of investment in the land and facilities required to render such service. Furthermore, existing tariff provisions for commercial/industrial customers typically contemplate contracts that are one-year in length, which poses a risk to Liberty Utilities that it will not recover its investment. In addition, current tariff language has a Resale Forbidden clause which does not allow for the resale of natural gas purchased from the Company. Finally, service will be provided to iNATGAS in volumes and at a pressure well above the service provided to commercial/industrial customers pursuant to the existing tariff.

Liberty Utilities and iNATGAS have negotiated a fifteen-year Special Contract, on a take-or-pay basis, that provides for three levels of increasing minimum annual take requirements over the term of the Special Contract. This arrangement safeguards Liberty Utilities' capital investment, provides a contribution to the recovery of Liberty Utilities' fixed costs, and, as a result, benefits other customers. At the same time, this arrangement provides certainty to iNATGAS and enables it to provide competitively priced, unregulated gas service in areas of New Hampshire that are not directly served by local distribution utilities. Accordingly, this departure from the general rates and schedules is just and consistent with the public interest.

REDACTED

SPECIAL CONTRACT FOR FIRM TRANSPORTATION SERVICE

This Special Contract For Firm Transportation Service (the "Special Contract") made as of April 2, 2014 by and between LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. d/b/a Liberty Utilities, a New Hampshire corporation and having a place of business at 11 Northeastern Boulevard, Salem, New Hampshire, 03079 (the "Company") and INNOVATIVE NATURAL GAS, LLC d/b/a iNATGAS, a Massachusetts limited liability company, with an address of C3 Shipway Place, Boston, Massachusetts 02129 (the "Customer"). The Company and the Customer are also individually referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the Customer wishes the Company to transport quantities of gas on a firm basis; and

WHEREAS, the Company, subject to the terms, conditions, limitations and provisions of this Special Contract, is willing to transport to the Customer such quantities of gas on a firm basis; and

WHEREAS, the Company shall provide gas to the Customer in the form of Sales Service for an initial minimum period of one year, after which the Customer may elect annually to either remain on Sales Service or procure gas from third parties in the form of Supplier Service; and

WHEREAS, the Company shall make available to the Customer hereunder firm transportation service, and in consideration of the resources committed by the Company to make such service available, the Customer agrees to take such service on a take-or-pay basis during the term of this Special Contract; and

WHEREAS, in the absence of this Special Contract, the Customer would not construct the CNG Fueling Station, thus depriving the Company and its other customers of the benefits associated with the Company providing service to a new customer;

NOW, THEREFORE, the Parties hereto, each in consideration of the Special Contract of the other, do hereby agree as follows:

1.0 Definitions

The following words and terms shall be understood to have the following meanings when used in this Special Contract. In addition, except as otherwise expressly provided, where terms used in this Special Contract are defined in the Company's Tariff for Gas Service ("Tariff"), which includes General Terms and Conditions, Rate Schedules, and Delivery Terms and Conditions (collectively, "Terms and Conditions") and not otherwise defined herein, such terms shall have the respective meanings given them in the Company's Tariff. Furthermore, the Terms and Conditions, as they may be in effect from time to time, are incorporated by reference and made a part of this Special Contract. In the event of any inconsistency between the terms of any incorporated document and this Special Contract, including but not limited to its commercial terms, the terms of this Special Contract will govern.

RHC

REDACTED

1.1 Delivery Point: The Delivery Point shall be that point as identified in Exhibit A attached hereto.

1.2 Designated Receipt Point: The Designated Receipt Point shall be that point as identified in Exhibit B attached hereto.

1.3 Maximum Daily Transportation Quantities: Customer's Maximum Daily Transportation Quantities ("MDTQ").

1.4 Maximum Hourly Transportation Quantity: Customer's Maximum Hourly Transportation Quantity ("MHTQ") commencing with the Service Commencement Date shall be 720 "mcfh" (thousand cubic feet per hour) in any hour (equivalent to 720 Dekatherms per hour). The MHTQ can be exceeded during the Summer Period as defined in the Company's Tariff for Rate Classification G-54. Any increase in the MHTQ by the Customer over the term of this Special Contract, shall necessitate a renegotiation of this Special Contract.

1.5 Minimum Annual Transportation Quantity: The Customer's Minimum Annual Transportation Quantity ("MinTQ") will be broken into three intervals. The Customer may roll over a shortfall of its MinTQ requirement into the following year once during the term of the Special Contract. In such case, the Customer will pay the applicable charges in the shortfall year for the dekatherms actually delivered. The Customer's MinTQ obligations apply irrespective of whether the Customer takes Supplier Service, i.e., a third party sells gas to the Customer, or takes Sales Service, i.e., the Company sells gas to the Customer.

Interval 1 is the time period beginning on the Service Commencement Date, as defined herein, and ends twenty-four (24) calendar months following the Service Commencement Date. But in any event the end of Interval 1 shall not extend beyond December 31, 2016. During this interval, the Customer's MinTQ will be 300,000 dekatherms per year.

Interval 2 begins with the end of Interval 1 and continues for twenty-four (24) calendar months. During this interval, the Customer's MinTQ will be 500,000 dekatherms per year.

Interval 3 begins with the end of Interval 2 and extends for the remaining term of this Special Contract, which is described in Section 4.0. During this interval, the Customer's MinTQ shall be 1,300,000 dekatherms per year.

1.6 Service Commencement Date: The date that the gas meter is turned on at the Customer's location and an account number is assigned to the Customer.

2.0 Firm Transportation Service

2.1 The Company shall provide firm transportation service under this Special Contract pursuant to the Delivery Terms and Conditions of its Tariff.

REDACTED**3.0 Condition Precedent**

3.1 Commencement of service under this Special Contract is expressly made subject to and conditioned on the New Hampshire Public Utilities Commission's (the "NHPUC") approval, as described in Section 4.0 hereof.

4.0 Effective Date and Term of Special Contract

4.1 This Special Contract shall become effective on the date first written above and remain in full force and effect for a period of fifteen (15) years from the Service Commencement Date; provided, however, that the Company shall be under no obligation to render service to the Customer hereunder until the NHPUC has issued a final non-appealable order approving this Special Contract in form and substance acceptable to the Company, including any ratemaking treatment sought by the Company in its filing with the NHPUC. The Company shall use reasonable efforts to obtain such approval on or before July 1, 2014, or other date as may be agreed to by the Parties. The Customer shall cooperate with the Company's efforts and provide such support to the Company that the Company determines is necessary to obtain the NHPUC's approval of this Special Contract.

4.2 The Customer's payment obligations under this Special Contract regarding firm transportation service shall commence as of the Service Commencement Date and remain in effect until such time as the Customer has fully satisfied its payment obligations under this Special Contract.

5.0 Rates and Charges

5.1 The Customer will pay the Company for the firm transportation of all actual receipts from the Customer's transporting pipeline from the Designated Receipt Point to the Delivery Point, subject to the MinTQs set forth in Section 1.5. The Customer will pay the Company a delivery charge of \$0 [REDACTED] per therm for gas delivered by the Company pursuant to this Special Contract, which charge shall not be subject to any increases as a result of any general distribution rate increases by the Company. The delivery charge will be applied to the gas volumes measured at the natural gas meter set assembly installed in connection with the Compressor Station constructed by the Company.

5.2 The Company shall, as of the Service Commencement Date, provide Sales Service to the Customer as defined in the Company's Tariff. Such Sales Service shall be provided for a period of one year at the per therm cost of gas rate applicable to a Commercial/Industrial Rate Classification G-54 customer for the respective winter and summer periods as set forth in the Company's Tariff. At the end of the one-year minimum period, or any annual period thereafter, the Customer shall continue to take Sales Service from the Company until such time as the Customer, upon at least 30 days advance written notice to the Company, elects to procure gas from a third party and take Supplier Service from a qualified Supplier consistent with the Company's Tariff. Over the remaining term of the Special Contract, the Customer may annually elect to take Sales Service or Supplier Service as it determines appropriate, subject to the requirements of the Company's Tariff applicable at the time the

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Customer elects to make a change. Any such change in service shall not affect the Customer's MinTQ obligations set forth in Section 1.5 above.

5.3 In the event that any new or additional tax is imposed by the United States, or by the State of New Hampshire or any political subdivision thereof, or there is a change in an existing tax during the term of this Special Contract on the consumption of gas, or the gross revenues of Company derived from this Special Contract, then the rate for firm transportation service in this Special Contract shall be increased or decreased in an amount equal to such new, additional or revised tax as is reasonably attributable to such service, or to the revenues received by the Company from the Customer during each billing period.

5.4 Any gas delivered by the Company to the Customer's Delivery Point in excess of the MHTQ during the Winter Period as defined in the Company's Tariff for Rate Classification G-54, shall not be governed by the rates specified in section 5.1 above but shall be subject to the Company's then-prevailing G-54 rate.

6.0 Billing and Payment

6.1 Billing and payment obligations under this Special Contract shall be governed by the Company's Tariff. The Company may disconnect the Customer for non-payment or for other reasons as set forth in Section 15 of the General Terms and Conditions of the Tariff.

7.0 System Improvements

7.1 The Company agrees to construct and thereafter to own, operate, and maintain certain system improvements, as more specifically described in the Lease attached hereto as Exhibit C ("the Lease").

7.2 The Company shall not be required to make any system improvement, other than those required pursuant to Section 7.1 above, should the Customer add equipment such that total facility demand is in excess of the MHTQ.

7.3 The timing and availability of any system improvements are subject to weather conditions and all applicable federal, state and local laws, regulations, codes, permits, and approvals, and Customer's compliance with the terms of the Lease; provided, however, the Company shall use commercially reasonable efforts to make all system improvements as more specifically described in the Lease.

8.0 Title to Gas and Delivery Pressure

8.1 The Customer warrants that it, or its designee, will have good and marketable title to all natural gas delivered to the Company at the Designated Receipt Point free and clear of all liens, encumbrances, and claims.

8.2 The maximum pressure for the gas delivered by the Company to the Customer under this Special Contract will be at a maximum pressure of 700 psi from the Service Commencement Date through July 1, 2024. The minimum pressure to be provided to the Customer shall be dependent on the pressure supplied by the pipeline transmission company.

REDACTED**9.0 Default**

9.1 In the event that the Customer is in default under this Special Contract, which default remains uncured for thirty (30) days after written notice to the Customer, the Company shall have the right to purchase immediately the Customer's CNG Fueling Station at its net book value. In the event the Company determines to exercise its right to purchase, the Customer shall cooperate fully with the Company in the negotiation and execution of a purchase and sale agreement.

10.0 Force Majeure

10.1 Neither Party shall be liable in damages or otherwise for any failure to perform its obligations hereunder occasioned by or in consequence of any event of force majeure including acts of God, strikes, lockouts, labor disputes or other industrial disturbances, acts of the public enemy or terrorists, civil disturbances, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, or accident to machinery or lines of pipes, partial or total failure, or threat thereof, of the Company's reserved firm transportation capacity, emergency repair to equipment or lines of pipe, or by a break, or fault, or threat thereof, in the Company's distribution system, the action or inaction of any court or governmental or public authority which prevents or restricts performance or any other similar or dissimilar cause, whether of the kind herein enumerated, or otherwise beyond the control of the Party claiming force majeure, which by the exercise of reasonable due diligence, the Party claiming force majeure is unable to prevent or avoid.

10.2 Where an event of force majeure prevents the Company from providing firm transportation to Customer for a period of more than thirty (30) consecutive days, the Customer, after such thirty (30) day period, shall be entitled to adjustments in the calculation of its MinTQ to reflect the period and time that service was unavailable. The occurrence of such force majeure event on the Company's system shall not be the basis for the Customer's termination of this Special Contract, nor shall it be the basis for a permanent reduction of the MinTQ, or satisfaction of any other obligation due under this Special Contract.

10.3 Upon an event of force majeure the affected Party shall exercise reasonable due diligence to avoid the adverse impacts of a force majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

10.4 As soon as practicable after a force majeure event shall have been remedied, the Party claiming force majeure shall give notice to the effect that the same has been remedied and that the Party has resumed, or is then in a position to resume, the performance of the covenants or obligations affected by force majeure. Nothing contained herein shall be construed to require the Company to settle a controversy with a landowner or settle or prevent a strike or other controversy with employees or with anyone purporting or seeking to represent employees.

11.0 Disclaimer of Liability

11.1 In no event shall the Company, its direct or indirect parents, and their directors, officers, or employees, be liable to the Customer, or to any third party, for any special,

REDACTED

consequential, incidental, or punitive damages, or damages for lost profits or lost opportunity, whether arising in tort, contract or otherwise under this Special Contract.

12.0 Assignment

12.1 The Customer may assign its rights under this Special Contract with the Company's written consent, which consent shall not be unreasonably withheld. All terms of this Special Contract shall be binding upon the successors and permitted assigns of the Customer.

13.0 Public Regulation

13.1 The Company is a public utility subject to regulation by the NHPUC. Compliance by the Company with any order or rule of the NHPUC or any other regulatory or legislative authority with jurisdiction shall not constitute a breach hereof.

13.2 In the event the issuance of any order or rule of the NHPUC or any other regulatory or legislative authority with jurisdiction that materially and adversely affects the rights and obligations of either Party to this Special Contract, then the affected Party may give written notice to the other requiring renegotiation of the terms and conditions of the Special Contract and the Parties shall negotiate in good faith, to achieve the original objectives of this Special Contract, an amendment to this Special Contract that remedies such material and adverse effect and that is in compliance with the order or rule. Should the Parties fail to agree on such amendment to this Special Contract within sixty (60) days of the issuance of the order or rule, the affected Party may terminate this Special Contract upon providing written notice to the other.

14.0 Notices

14.1 Except as may otherwise be expressly provided herein, any notice required or desired to be served pursuant to this Special Contract shall be in writing. In the absence of written notice of a change of address to the other Party to this Special Contract, any such notice shall be hand delivered or mailed, certified mail (return receipt requested, first class, postage prepaid) or sent by nationally recognized express courier (e.g., Federal Express, United Parcel Service, etc.) or faxed to the Company or the Customer at the following addresses:

Company: Liberty Utilities (EnergyNorth Natural Gas) Corp.
d/b/a Liberty Utilities
11 Northeastern Boulevard
Salem, NH 03079
Attention: Assistant General Counsel

Nominations: Innovative Natural Gas, LLC d/b/a iNATGAS
C3 Shipway Place
Boston, MA 02129
Attn: Babak Alizadeh
Tel: 617-242-8755
Fax: 617-242-0814

REDACTED

Notices shall be effective upon receipt or upon addressee's refusal to accept. Faxed notices shall be effective upon confirmation of their receipt.

15.0 Governing Law

15.1 This Special Contract is entered into and shall be construed in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings. The Parties hereto agree that any actions, suits, or claims with respect to this Special Contract shall be brought in a federal or state court located in the State of New Hampshire.

16.0 Privity

16.1 This Special Contract is entered into solely for the benefit of the Parties named in it and not for the benefit of any other persons or entities. No other persons or entities may enforce it for their benefit nor shall they have any claim or remedy for its breach. The Parties do not intend to confer third-party beneficiary status on anyone.

17.0 Entire Agreement

17.1 This Special Contract, together with the Exhibits incorporated herein by reference, supersedes, terminates, and merges all prior, collateral, and contemporaneous agreements, written or oral, between the Parties relating to the subject matter hereof.

18.0 Waiver

18.1 Notwithstanding any other provision to the contrary, no waiver by either Party of any default of the obligations contained in this Special Contract to be performed by the other Party shall be construed as a waiver of any succeeding default or breach of such obligation, or the waiver of any other obligation or condition.

19.0 Consent

19.1 Section 11(A) of the General Terms and Conditions of the Company's Tariff forbids the direct or indirect resale of gas purchased from the Company without the Company's consent. The Company's execution of this Special Contract constitutes such consent.

20.0 General

20.1 In the event that either Party defaults in any manner pursuant to the terms of this Special Contract, the defaulting Party agrees to pay all reasonable costs, attorneys' fees, and expenses that shall be incurred by the non-defaulting Party in successfully enforcing its rights and/or the terms of this Special Contract.

20.2 Section headings are for convenience and reference only, and may not be construed to explain, amplify, or modify the provisions of this Special Contract.

20.3 Provisions of this Special Contract shall be changed or waived only by an instrument in writing signed by authorized representatives of both parties.

REDACTED

20.4 The Parties acknowledge that recitals set forth above are an integral part of this Special Contract and shall have the same contractual significance as any other language.

20.5 If any of the terms of this Special Contract, or any other Special Contract made a Condition Precedent to this Special Contract, are invalid or declared invalid by order of a court or other governmental body having jurisdiction (an "Invalidating Event"), the Parties agree to renegotiate, in good faith, the effected material terms of this Special Contract, thereby remedying the material and adverse effect of any such Invalidating Event in a way that is in compliance with any order or rule.

20.6 This Special Contract may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Company and the Customer have caused this Special Contract to be executed by their respective representatives, thereunto duly authorized, as of the day and date first above written.

Innovative Natural Gas, LLC
d/b/a iNATGAS

Liberty Utilities (EnergyNorth Natural
Gas) Corp. d/b/a Liberty Utilities

By: Elizabeth Ali
Name: ELIZABETH ALIZABETH
Title: Treasurer

By: Richard H. Lee
Name: RICHARD H. LEEHR
Title: PRESIDENT

WJC

MASTER PROJECT AGREEMENT

EXHIBIT C

Guaranty Agreement

GUARANTY AGREEMENT

GUARANTY AGREEMENT (this "Guaranty"), dated as of April 2, 2014, by BABAK ALIZADEH, an individual with an address of 15 Buckminster Road, Brookline, Massachusetts 02445, and ALTERNATIVE VEHICLE SERVICE GROUP LIMITED PARTNERSHIP, a Massachusetts limited partnership, with an address of C6 Shipway Place, Boston MA 02129 (jointly and severally, individually a "Guarantor" and collectively the "Guarantors"), to LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. d/b/a Liberty Utilities, a New Hampshire corporation with a place of business at 11 Northeastern Boulevard, Salem, New Hampshire, 03079 ("Liberty Utilities").

WITNESSETH:

WHEREAS, Liberty Utilities and Innovative Natural Gas, LLC d/b/a iNATGAS ("iNATGAS") have entered into a certain Lease Agreement dated April 2, 2014 (the "Lease") and Special Contract for Firm Transportation Service dated April 2, 2014 (individually, the "Special Contract" and collectively with the Lease, the "Agreements"); and

WHEREAS, Alternative Vehicle Energy Service Group Limited Partnership is an affiliate of iNATGAS that will operate at the property subject to the Lease; and

WHEREAS, Babak Alizadeh is a principal of iNATGAS and Alternative Vehicle Energy Service Group Limited Partnership; and

WHEREAS, Liberty Utilities' entry into the Agreements with iNATGAS is subject to the condition, among others, that the Guarantors execute and deliver this Guaranty Agreement.

NOW, THEREFORE, in order to induce the Liberty Utilities to enter into the Agreements with iNATGAS, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Guarantors, the Guarantors hereby jointly and severally agree as follows:

1. The Guarantors do hereby jointly and severally, and absolutely and unconditionally, guarantee the full performance and observance of all the covenants, duties and obligations (including, without limitation, the obligation to pay all rent, rates and other charges and to complete all promised improvements) therein provided to be performed and observed by iNATGAS, iNATGAS's successors and assigns (the phrase "successors and assigns" not altering any of the provisions of the Agreements relating to assignment, or with respect to the Lease, subletting); and Guarantors hereby make themselves fully liable for such performance.

2. The Guarantors expressly agree that the validity of this Guaranty and their obligations hereunder shall not be terminated, affected or impaired by reason of the assertion by Liberty Utilities against iNATGAS of any of the rights or remedies reserved under the Agreements. The Guarantors further covenant and agree that this Guaranty and the full liability of the Guarantors hereunder shall remain and continue in full force and effect notwithstanding the occurrence of any one or more of the following types of transactions: (i) any renewal, extension, modification or amendment of the Agreements; (ii) any assignment or transfer by Liberty Utilities; (iii) any assignment or transfer, or subletting with respect to the Agreements, by

INATGAS; (iv) dissolution of INATGAS; or (vi) the fact that INATGAS may be a party to any merger, consolidation or reorganization; provided however, if INATGAS is a disappearing party in any such merger, consolidation or reorganization, then the Guarantors shall thereupon automatically become primarily liable for the performance of all the covenants, duties and obligations (including, without limitation, the obligation to pay all rent, rates and other sums) of INATGAS under the Agreements. Liberty Utilities shall not be obligated to give notice to the Guarantors of the occurrence of any of the foregoing events.

3. Failure of Liberty Utilities to insist upon strict performance or observance of any of the terms, provisions or covenants of the Agreements or to exercise of any right therein contained shall not be construed as a waiver or relinquishment for the future of any such term, provision, covenant or right, but the same shall continue and remain in full force and effect. Receipt by Liberty Utilities of any rent, rates or other sum due under the Agreements with knowledge of the breach of any provision of the Agreements shall not be deemed a waiver of such breach. Waiver by Liberty Utilities of any right of Liberty Utilities against INATGAS under the Agreements shall not constitute a waiver as against the Guarantors or in any other way inure to the benefit of the Guarantors (unless Liberty Utilities agrees in writing that the liability of the Guarantors under this Guaranty is thereby affected).

4. The Guarantors further agree that in any right of action which shall accrue to Liberty Utilities under the Agreements, Liberty Utilities may, at its option, proceed against INATGAS alone (without having made any prior demand upon the Guarantors or having commenced any action against the Guarantors of having obtained or having attempted to satisfy any judgment against the Guarantors) or may proceed against the Guarantors and INATGAS, jointly or severally, or may proceed against either Guarantor alone (without having made any prior demand upon INATGAS or having commenced any action against INATGAS or having obtained or having attempted to satisfy any judgment against INATGAS).

5. Guarantor further covenants and agrees that if the Agreements terminate and Liberty Utilities has any rights it can enforce against INATGAS after such termination, then Liberty Utilities may enforce those rights against the Guarantors without prior notice to or demand upon INATGAS.

6. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW HAMPSHIRE, EXCLUDING ITS CHOICE OF LAW RULES OR RULINGS. THE GUARANTORS, TO THE EXTENT THEY MAY LEGALLY DO SO, HEREBY CONSENT TO THE JURISDICTION OF THE NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION, THE COURTS OF THE STATE OF NEW HAMPSHIRE AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF NEW HAMPSHIRE, AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF HIS OBLIGATIONS HEREUNDER OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS THEY MAY HAVE TO VENUE IN ANY SUCH COURTS. THE GUARANTORS AND LIBERTY UTILITIES MUTUALLY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON,

ARISING OUT OF, UNDER OR IN CONNECTION WITH THE AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR LIBERTY UTILITIES TO ENTER INTO THE AGREEMENTS AND ACCEPT THE GUARANTORS' GUARANTY THEREOF.

7. The Guarantors specifically waives any notice of acceptance of this Guaranty by Liberty Utilities.

8. If any obligation of INATGAS under the Agreements is secured, in whole or in part, by collateral of any type, then Liberty Utilities may, from time to time, at its discretion and with or without valuable consideration, allow substitution or withdrawal of all or any part of such collateral or subordinate or waive any of its lien rights with respect to all or any part of such collateral or release all or any part of such collateral, without notice to or consent of the Guarantors and without in any way impairing, diminishing or releasing the liability of the Guarantors under this Guaranty. Under no circumstances shall Liberty Utilities be required to first resort to any collateral for any obligation of INATGAS as any nature of prerequisite or precondition to invoking or enforcing the liability of the Guarantors under this Guaranty.

9. The Guarantors acknowledge and agree that the execution and delivery of this Guaranty by the Guarantors to Liberty Utilities has served as a material inducement for Liberty Utilities to execute the Agreements. The Guarantors further acknowledge and agree that but for the execution and delivery of this Guaranty by the Guarantors, Liberty Utilities would not have executed the Agreements.

10. The Guarantors agree that in the event that INATGAS shall become insolvent or shall be adjudicated a bankrupt, or shall file petition for reorganization, rearrangement or other relief under any present or future provisions of the federal Bankruptcy Code, or if such a petition be filed by creditors of INATGAS, or if INATGAS shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law or if a receiver of all or part of his property and assets is appointed by any state or federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Agreements shall be of the same scope as if the Guarantors had executed the Agreements as the named INATGAS thereunder. No rejection or termination of the Agreements in any of the proceedings referred to in this paragraph shall be effective to release or terminate the continuing liability of the Guarantors to Liberty Utilities under this Guaranty with respect to the Agreements for the remainder of the term of the Agreements, unaffected by any such rejection or termination in said proceedings; and if, in connection with any of the circumstances referred to in this paragraph, Liberty Utilities should request that the Guarantors execute a new Lease or Special Contract for the balance of the term of the Lease or Special Contract, but in all other aspects identical with the Lease or Special Contract, as applicable, the Guarantors shall do so as the named "INATGAS" under such new Lease or Special Contract (irrespective of the fact that the existing Lease or Special Contract may have been "rejected" or "terminated" in connection with any proceedings referred to in this paragraph). In the event of failure or refusal of the Guarantors to execute such new Lease or Special Contract as herein provided, without limiting any of the legal or equitable remedies of

Liberty Utilities on account of such failure or refusal, the Guarantors agree that Liberty Utilities shall have the right to obtain a decree of specific performance against the Guarantors.

11. All rights of the Guarantors against INATGAS arising by way of subrogation on account of the Guarantors' having performed some covenant, duty or obligation of INATGAS under the Agreements shall be subject and subordinate to all of the rights of Liberty Utilities against INATGAS with respect to the Agreements. The Guarantors shall not exercise any such right of the Guarantors against INATGAS until all of the covenants, duties and obligations of INATGAS under the Agreements shall have been fully performed.

12. The stated rights of Liberty Utilities under this Guaranty shall be understood as not excluding any other legal or equitable rights of Liberty Utilities against the Guarantors not expressly set forth herein, but shall be understood as being cumulative to all such other legal and equitable rights of Liberty Utilities not expressly stated herein.

13. Should any portion of this Guaranty ever be held legally invalid or unenforceable, the balance of this Guaranty shall not thereby be affected, but shall remain in full force and effect in accordance with its terms and provisions.

14. All terms and provisions hereof shall inure to the benefit of the assigns and successors of Liberty Utilities and shall be binding upon the heirs, executors, administrators, successors and assigns of the Guarantors.

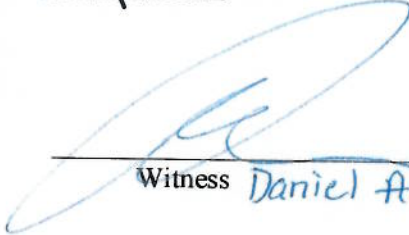
15. In any action between the parties seeking enforcement or interpretation of this Guaranty or the Agreements, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable cost and expenses, and a reasonable attorney's fee as may be fixed by the court having jurisdiction over the matter.

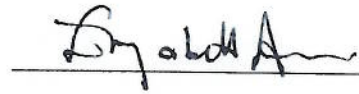
16. The parties agree that this Guaranty shall terminate automatically five (5) years from the Service Commencement Date of the Special Contract (as the term "Service Commencement Date" is defined in the Special Contract).

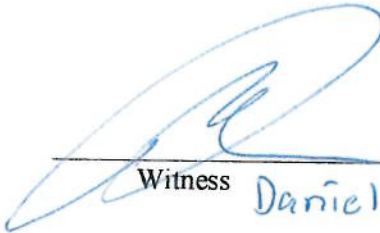
17. Each Guarantor hereby acknowledges and agrees that they (a) understand fully all of the terms of this Guaranty and the consequences and implications of their acceptance of this Guaranty, and (b) has been afforded an opportunity to have this Guaranty reviewed by and to discuss the terms, consequences and implications with, an attorney or such other persons as each Guarantor may have desired.

(Signatures on following page)


IN WITNESS WHEREOF, this Guaranty is executed and effective as of this 2 day of April, 2014.


Witness Daniel Aaron

ELIZABETH ALIZADEH, for
BABAK ALIZADEH ("Guarantor")



Witness Daniel Aaron

ALTERNATIVE VEHICLE SERVICE
GROUP LIMITED PARTNERSHIP
("Guarantor")

By: 
Its duly authorized Treasurer

MASTER PROJECT AGREEMENT

EXHIBIT D

Confidentiality Agreement

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is hereby entered into between Innovative Natural Gas, LLC d/b/a iNATGAS, a _____ limited liability company having its principal offices at C-3 Shipway Place, Boston, MA 02129 ("Innovative") and EnergyNorth Natural Gas, Inc. d/b/a Liberty Utilities, a New Hampshire company whose address is 11 Northeastern Boulevard, Salem, NH 03079 ("Liberty"), on the following terms and conditions:

1. Each party hereby acknowledges that, solely in connection with its evaluation of one or more possible transaction(s) with the other party and/or in connection with services that it provides to or receives from the other party under an agreement between the parties (each, a "Potential Transaction"), it has or may be exposed to certain non-public, confidential, proprietary information that may be furnished orally or in writing to such party or its Representatives (as defined below) on or after the date hereof by, or at the direction of, the other party including, without limitation, technical, financial and business data and other information designated as confidential expressly or by the circumstances in which it is provided (collectively, "Confidential Information"). For purposes of this Agreement, Confidential Information shall include such portions of all memoranda, notes, analyses, reports, compilations or studies prepared by a party of the other party's Confidential Information or its Representatives that contain or are derived from such Confidential Information. Confidential Information does not include: (i) information already known or independently developed outside the scope of this Agreement by a party or its Representatives; (ii) information in the public domain at the time of disclosure or thereafter (other than as a result of a disclosure in breach of the Agreement by a party or its Representatives); and (iii) information received by a party outside the scope of this Agreement from a third party who was not, to such party's knowledge, prohibited from disclosing such information.
2. Each party hereby agrees that, except as provided herein, it shall not disclose (i) the other party's Confidential Information, (ii) the fact that discussions or negotiations are taking place concerning the subject of any Potential Transaction, or (iii) any terms or other facts with respect to any Potential Transaction, including the status thereof, to any person or entity except to its directors, officers, employees, agents, affiliates and outside advisors (including, without limitation, accountants, financial advisors and financing sources) (such persons collectively, in the case of each party, that party's "Representatives") who are actually engaged in, and need to know such Confidential Information in connection with the Potential Transaction, each of whom must be advised of the confidential nature of the Confidential Information and of the terms of this Agreement. Each party shall use at least the same degree of care in safeguarding the other's Confidential Information as it uses in safeguarding its own Confidential Information.
3. Notwithstanding the foregoing, a party may make disclosures of the other party's Confidential Information to the extent required pursuant to a law, rule, regulation or judicial process (including, but not limited to, legal requirement promulgated or imposed by a court or by a judicial, regulatory or legislative body, organization, agency or committee or otherwise in connection with any judicial or administrative proceeding in which such party is involved), provided, that in the event of such required disclosure the disclosing party shall, as promptly as practicable under the circumstances and to the extent permitted by law, notify the

other party of such requirement, and shall cooperate with such other party to the extent commercially reasonable if such other party should seek, at its own expense, to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information. If, in the absence of a protective order or a waiver by the disclosing party, a party is nonetheless compelled to disclose any such Confidential Information, such party may disclose such Confidential Information without liability hereunder.

4. Upon termination or expiration of this Agreement, or at any time upon written request by the disclosing party, each party and its Representatives shall, as promptly as practicable, at such party's sole option, either (a) deliver or (b) destroy (and a senior officer of such party shall certify as to such destruction upon written request by the disclosing party) the Confidential Information of the disclosing party. The undertakings in this paragraph shall not apply to Confidential Information which a party and/or its Representatives must retain under any applicable law, regulation (including any binding rules of a professional body) or internal compliance requirement, in which case such party and/or its Representatives shall retain them in accordance with and for the purposes of that law, regulation or internal requirement and otherwise upon the confidentiality terms of this Agreement.

5. Any notice or other communication permitted or required to be given under the terms of this Agreement shall be given in writing and addressed to the party to be notified at the address for such party set forth in the preamble to this Agreement, or to such other address as a party from time to time may provide to the other party in writing.

6. Each party acknowledges that a breach of the terms of this Agreement with respect to the other party's Confidential Information may cause irreparable harm to the other party and that monetary relief alone may be inadequate to remedy, and agrees that the other party, without prejudice to any rights to judicial relief it may otherwise have, shall be entitled to seek equitable relief, including injunction, in the event of any such breach. Each party further agrees that, in the event of any such breach with respect to the other party's Confidential Information, the alleged breaching party will waive any requirement for security or the posting of any bond as a condition to such relief.

7. Each party understands and acknowledges that in disclosing Confidential Information to the other party, the disclosing party and its Representatives have made and make no representation or warranty as to the accuracy or completeness of such Confidential Information, and shall have no liability hereunder to the receiving party resulting from such party's use of the Confidential Information, except as may be provided in a definitive agreement with respect to a transaction, if any. All Confidential Information disclosed by a party shall be and shall remain the property of such party, and the receiving party shall have no right or license to use, sublicense, develop or market the Confidential Information of the other party except as expressly permitted hereunder.

8. Each party agrees that unless and until a definitive agreement between Innovative and Liberty with respect to a Potential Transaction has been executed and delivered, neither Innovative nor Liberty will be under any legal obligation of any kind whatsoever with respect to the Potential Transaction by virtue of this or any written or oral expression with respect to the Potential Transaction by any of their directors, officers, employees, stockholders, members, agents, or any other representatives, fiduciaries or advisors except for the matters specifically agreed to in this Agreement.

9. Each of the parties acknowledges that it is aware that the federal securities laws prohibit any person who has received from an issuer any material, non-public information concerning the issuer from purchasing or selling securities of that issuer or from communicating that information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

10. It is expressly understood and agreed that nothing herein shall be construed to limit or prevent in any manner (i) the operation by either party and its affiliates of any current or prospective lines of business, even such lines of business engaged in or proposed to be engaged in by the other party and its affiliates, or (ii) the investment or consideration for investment by either party or their affiliates in any entity, even those entities engaged in the same or related businesses as those engaged in or proposed to be engaged in by the other party or its affiliates, so long as such party and its affiliates do not disclose the Confidential Information except as permitted herein.

11. If any provision of this Agreement shall be construed by a court or other judicial or arbitral body of competent jurisdiction to be illegal, invalid or unenforceable as to any person or circumstance, the remaining provisions of this Agreement and the application of such provision(s) to other persons or circumstances shall not be affected thereby but rather shall be enforced to the maximum extent permitted by law.

12. A waiver by a party of any right under this Agreement on any occasion shall not in any way constitute a waiver by such party of such right or any other right on any subsequent occasion. The agreements set forth in this Agreement may be modified or waived only by a separate writing between the parties expressly so modifying or waiving such agreements.

13. This Agreement shall terminate three (3) years following the date of execution of this Agreement. The expiration or earlier termination of this Agreement shall not relieve a party of any obligations imposed on it hereunder and any remedies provided herein for such party's prior breaches.

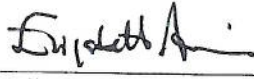
14. This Agreement may be signed in counterparts with the same effect as though all parties signed a single copy thereof. A facsimile signature shall be deemed an original.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire. The courts of New Hampshire shall have exclusive jurisdiction over any dispute arising under the Agreement.

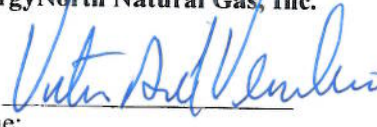
[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Innovative Natural Gas, LLC

By: 
Name: Elizabeth Alizadeh
Title: Treasurer
Date: As of November 20, 2013

EnergyNorth Natural Gas, Inc.

By: 
Name:
Title:
Date: As of November 20, 2013