

**Special Contract Amendment Agreement  
Between Concord Steam Corporation  
and  
The Concord Family YMCA**

Agreement is made as of November 1, 2010 by and between Concord Steam Corporation (“Concord Steam”), a New Hampshire corporation with a principal place of business of P.O. Box 2520, Concord, New Hampshire 03301 and the Concord Family YMCA (“YMCA”), a New Hampshire voluntary corporation, with a principal place of business at 15 North State Street, Concord, New Hampshire 03301, collectively referred to as the (“Parties”).

WHEREAS, the Parties are parties to a certain CONTRACT FOR STEAM SERVICE dated as of February 15, 2007 and approved by the New Hampshire Public Utilities Commission (“PUC”) by Order No. 24,776 (the “Special Contract”);

WHEREAS, paragraph 1 of the Special Contract provides for the renegotiation of certain aspects of the Special Contract’s billing formula in the event that YMCA’s annual steam usage varies from the contracted amount by more than 10%;

WHEREAS, YMCA’s annual steam usage has exceeded the contracted amount by more than 10% and the Parties have negotiated changes to the Special Contract’s billing formula so as to account for this usage variation and to provide for more efficient contract administration;

WHEREAS, paragraph 11 of the Special Contract provides that any amendment thereto be in writing and, where applicable, approved by the PUC;

WHEREAS, the Parties enter this Special Contract Amendment Agreement (the “Amendment Agreement”) in accordance with the requirements of the Special Contract;

NOW, THEREFORE, the Parties for and in consideration of the mutual covenants and agreements hereinafter set forth do hereby agree as follows:

1. Limited Scope of Amendments. Unless expressly amended by the terms of this Amendment Agreement, all terms, conditions and provisions of the Special Contract shall remain in full force and effect.

2. Regulatory Approval of Amendments. As a condition precedent, this Amendment Agreement, and any amendments to the Special Contract provided herein, shall become effective when and only if this Amendment Agreement is approved by the PUC in its entirety. If this Amendment Agreement is not approved by the PUC in its entirety by December 15, 2010, it shall become null and void, excepting however, that the Temporary Implementation provisions of paragraph 3 below shall survive until any refund or recoupment payment required therein has been paid.

3. Temporary Implementation. Notwithstanding the condition precedent set forth in paragraph 2 above, the Parties shall implement the amendments to the Special Contract provided herein on a temporary, refundable, basis pending PUC approval. Effective for steam delivered on and after January 1, 2010 and continuing until the earlier of; (1) the issuance of a PUC order approving this Amendment Agreement in its entirety, (2) the issuance of a PUC order failing to approve this Amendment Agreement in its entirety, or (3) December 31, 2010 (the "Temporary Period"), the Parties shall act in accordance with the provisions of the Special Contract as if it had been amended pursuant to this Amendment Agreement. If the Temporary Period terminates under the terms of either clause 3(2) or 3(3) above, then the Parties shall resume acting in accordance with the original provisions of the Special Contract. Within thirty (30) days following termination of the Temporary Period under the terms of either clause 3(2) or 3(3) above the Parties shall subtract the total amount which YMCA paid to Concord Steam for steam during the Temporary Period from the total amount which YMCA would have paid for steam during the Temporary Period pursuant to the original terms of the Special Contract (the "Refund/Recoupment Calculation"). If the Refund/Recoupment Calculation is a positive number, then YMCA shall pay that amount to Concord Steam as a recoupment within thirty (30) days of its calculation. If the Refund/Recoupment Calculation is a negative number, then Concord Steam shall pay the additive inverse of that amount to YMCA as a refund within thirty (30) days of its calculation.

4. Amendment of "Rate and Usage" Provisions. Paragraph 1 of the Special Contract is amended by deletion in its entirety and is replaced with the following:

*1. Rate and Usage. On an annualized basis, from November 1<sup>st</sup> through October 31<sup>st</sup> (the "Contract Year") YMCA shall pay Concord Steam for all steam provided to it (the "Annual Rate"), in an amount equal to the product of YMCA's actual steam usage, as measured in Mlbs, times the sum of the base rate as calculated per the chart below and the then current energy rate. Applicable meter charges are to be included as well.*

<i>0 - 4,000 Mlbs</i>	<i>75% of lowest tier base rate</i>
<i>4,000 – 4,500 Mlbs</i>	<i>80% of lowest tier base rate</i>
<i>4,500 – 5,000 Mlbs</i>	<i>85% of lowest tier base rate</i>
<i>Over 5,000</i>	<i>lowest tier base rate</i>

*This amount shall be billed and paid in equal monthly installments which shall be calculated by estimating the Annual Rate and dividing the estimated Annual Rate by twelve (12). The Usage Estimate shall be established by mutual agreement annually prior to the beginning of the Contract Year, and shall be based on a three year average of actual historical use. The Parties shall reviewed the Usage Estimate at least quarterly and shall make adjustments to the estimated monthly payment by mutual agreement so as to minimize any over recovery or under recovery occasioned by differences between actual and estimated annual usage. Monthly bills shall display YMCA's actual steam usage for the billing period. Concord Steam shall promptly notify YMCA of any anticipated or proposed changes to then current base rates or energy rates.*

*Any over recovery or under recovery shall be reconciled within thirty (30) days following the end of the Contract Year and payment of a refund by Concord Steam or payment of a recoupment by YMCA, as the case may be, shall be made within thirty (30) days following such reconciliation. The Parties, by mutual agreement, may perform reconciliations more frequently than required herein.*

5. Amendment Implementation Proration. Notwithstanding any provision above, the initial Usage Estimate and the Parties' respective initial annualized obligations under the amended Special Contract shall be prorated to reflect a partial Contract Year beginning January 1, 2010 and ending October 31, 2010. There shall be no offsetting reconciliation, refund or recoupment associated with steam delivered prior to January 1, 2010.

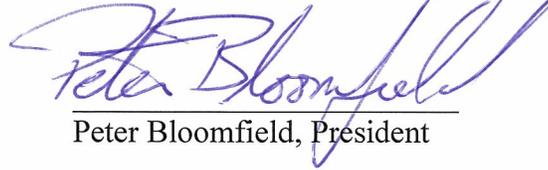
6. Post-Approval Execution. In order to facilitate future administration of the Special Contract, the Parties shall execute and exchange an "as amended" version of the Special Contract within thirty (30) days following PUC approval of this Amendment.

7. Entire Agreement. The Parties acknowledge that this instrument constitutes the entire agreement between the parties concerning the amendment of the Special Contract and is executed by each without reliance upon any representation or commitment by made by either to the other which has not been set forth in this Amendment Agreement.

8. Applicable Law. This Amendment Agreement shall be governed by New Hampshire law.

IN WITNESS WHEREOF the Parties have caused their corporate names to be subscribed by a duly authorized officer.

CONCORD STEAM CORPORATION



Peter Bloomfield, President

CONCORD FAMILY YMCA

James S. Doremus, Executive Director