

DUAL FUEL SALES AGREEMENT

SELLER: Santa Buckley Energy, Inc.
154 Admiral St., P.O. Box 1141
Bridgeport, CT 06601
Contact: Tim Costello, Vice President
Telephone: 203-362-3332 ext. 1345
E-Mail: CostelloT@santaenergy.com
Fax: 203-367-2412

BUYER: Corporation Partnership or LLC Sole Proprietorship

Business Name: Concord Steam Corporation **Parent or AKA Name:** Concord Steam Corporation
Service Address: 123 Pleasant Street **Billing Address:** P.O. Box 2520
City, State, Zip: Concord, NH 03301 **City, State, Zip:** Concord, NH 03302
Contact Name: Mark Saltsman **Contact Name:** Mark Saltsman
Telephone: (603) 224-7816 **Telephone:** _____
Fax: (603) 224-1461 **Fax:** _____
Email: mes@concordsteam.com **Email:** _____

Tax Exemptions: (Check and provide tax exemption forms if applicable) **State Sales Tax** **Gross Earnings Tax**

UTILITY(S): National Grid **PIPELINE:** TGP **DELIVERY POINT:** Utility's approved Citygate receipt point

PRODUCT: Natural Gas & # 6 Fuel Oil - PRODUCT shall be provided by the SELLER and purchased by the BUYER on a firm, full-requirements basis. UTILITY provides delivery of natural gas from the DELIVERY POINT to the BUYER'S meter. SELLER will deliver fuel oil to BUYER'S storage tank.

TERM: The TERM of this AGREEMENT shall commence 11/01/2012. The TERM shall continue in effect for successive one-year periods unless either party provides forty five (45) days written notice to the other party that the AGREEMENT is to be terminated, except that the AGREEMENT termination may not take effect until after any prior negotiated pricing or fixed purchase price agreements have expired. Fixed purchase pricing shall commence and end as shown in a CONFIRMATION AGREEMENT addendum which is incorporated into this AGREEMENT.

QUANTITY: The monthly QUANTITIES of PRODUCT purchased on BUYER'S behalf shall be designated on the CONFIRMATION AGREEMENT. BUYER consumption differences from the monthly QUANTITY at the fixed PRICE shall be cashed out each month. Oil consumption differences within the AGREEMENT TERM may be carried up to a maximum cumulative 5% of the delivery month variance from the PURCHASE QUANTITY +/- any carryover from the prior month, at the sole discretion of SELLER.

PRICE: Price arrangements effective for longer than a single month shall be designated in a CONFIRMATION AGREEMENT as an addendum to this AGREEMENT. The CONFIRMATION AGREEMENT shall show the month, PURCHASED QUANTITY, and fixed price per MMBTU (million British thermal units). It shall also note the UTILITY fuel losses incurred through its pipes from the DELIVERY POINT, and the UTILITY interruptible transportation rate allotted for natural gas deliveries to BUYER'S meter. PRICE for natural gas deliveries will be adjusted upward or downward for changes to fuel losses or transportation rate charged by the UTILITY. PRICE conversions shall use 102,500 BTU/CCF and 150,000 BTU/GAL.

FUEL MANAGEMENT: SELLER shall negotiate monthly prices for BUYER as its agent for estimated QUANTITY requirements in any month without a PURCHASED QUANTITY in a CONFIRMATION AGREEMENT. BUYER shall compensate SELLER with a SERVICE FEE equal to 15 % of the positive difference obtained by subtracting SELLER'S lowest negotiated PRODUCT price from the UTILITY published standard offer price for the month multiplied by the month's estimated QUANTITY requirement of fuel for the BUYER, or actual consumption if BUYER consistently makes it available each month. BUYER is not obligated to use the lowest price fuel as negotiated by SELLER as agent but is obligated to pay the SERVICE FEE calculated from the lowest price option. The SERVICE FEE shall be waived for any PRODUCT that BUYER is directly purchasing from SELLER. A 50 % share of any fuel switching net cost savings obtained and determined by SELLER during the AGREEMENT from fuel switching of PURCHASE QUANTITIES as shown in the CONFIRMATION AGREEMENT shall be credited to BUYER. Should BUYER receive authorization from SELLER to override SELLER'S most economic fuel choice for reasons other than UTILITY interruption during any month, BUYER shall be responsible for any increase as determined by SELLER in the cost of new PRODUCT over the cost used by SELLER for that month to develop the contract PRICE, plus any costs or losses incurred in re-selling the originally purchased PRODUCT. In the event of unauthorized PRODUCT switching, BUYER shall pay to SELLER all actual replacement fuel and delivery costs plus \$5.00/MMBTU (may be reduced or waived by SELLER only) and any added UTILITY charges.

SPOT SALES: For any quantity taken by BUYER that is not covered by a CONFIRMATION AGREEMENT or FUEL MANAGEMENT, the price shall be SELLER'S cost of PRODUCT delivered to BUYER plus \$0.75/MMBTU.

INVOICING / PAYMENT: SELLER will invoice BUYER monthly for BUYER'S PURCHASE QUANTITY at the PRICE per MMBTU, less a credit back of the UTILITY transportation charge (if applicable), plus or minus cash-out charges incurred by BUYER'S take variances (if applicable), plus any SERVICE FEES, plus all applicable taxes. BUYER is responsible for payment of all other UTILITY charges on the UTILITY'S invoice. If SELLER elects to use UTILITY sales gas for supply in place of a PURCHASE QUANTITY, the sales gas charges on BUYER'S invoice from the UTILITY will also be credited back to BUYER from SELLER on SELLER'S invoice. The BUYER'S share of any net fuel switch savings referenced above shall be credited annually on the August invoice, unless otherwise mutually agreed upon. Invoices not paid by BUYER within 45 days of the meter read date will be assessed late charges daily at the lower of 1.5% per month, or the maximum permitted by law.

SPECIAL PROVISIONS: SELLER will notify BUYER of fuel switches by telephone or e-mail confirmation. BUYER must notify SELLER within 1 hour of notification to BUYER when the UTILITY- initiated interruptions of natural gas, and when BUYER may return to using natural gas at its facility. See ATTACHMENT 2 for changes to contract language.

THE ENTIRE AGREEMENT CONSISTS OF THIS PAGE, THE ATTACHED DUAL FUEL TERMS AND CONDITIONS (v4.25.07), CONFIRMATION AGREEMENT(S), AND ANY OTHER ATTACHMENTS REFERENCED IN SPECIAL CONDITIONS. I acknowledge that I have read and accept the entire AGREEMENT.

Accepted, BUYER'S Authorized Representative:

Signature _____ Print Name MARK I. SALTSMAN, V.P. Title _____ Date 9/7/2012

Accepted, SELLER'S Authorized Representative:

Signature _____ Timothy Costello Print Name _____ VP, Natural Gas Division Title _____ Date _____

Santa Buckley Energy, Inc. – Dual Fuel Terms and Conditions (v4.25.07)

1. **RESPONSIBILITIES:** BUYER agrees to (i) authorize SELLER to commit to forward purchases of either prior year historical gas quantities or amounts as shown in an executed CONFIRMATION AGREEMENT on its behalf, (ii) designate SELLER as its exclusive agent for the provision of PRODUCT deliveries in accordance with the terms and conditions of this AGREEMENT, (iii) allow SELLER the exclusive right to negotiate rates with the UTILITY on BUYER'S behalf, (iv) give SELLER agent authorization to obtain any notices and consumption and billing records required for purposes related to pricing and provision of PRODUCT deliveries, (v) enter into and maintain a contract with its UTILITY for interruptible transportation and the interruptible sales service in effect at the signing of this AGREEMENT for the entire TERM of this AGREEMENT, (vi) maintain the ability to use and receive both fuels 24 hours per day, (vii) make timely payment of all UTILITY invoices to avoid any credit related interruption of UTILITY transportation service, and (viii) make timely payment on all invoices from SELLER. BUYER is liable for the UTILITY'S fixed monthly service fees and payment of all other UTILITY invoiced charges. SELLER agrees to (i) purchase PRODUCT on behalf of the BUYER and cause it to be delivered in accordance with the provisions of this AGREEMENT, and (ii) maintain its authorized suppliers status with BUYER'S UTILITY and other governing regulatory agencies.
2. **DELIVERY AND DAILY BALANCING:** SELLER will cause natural gas PRODUCT to be nominated and delivered to BUYER'S UTILITY at its designated DELIVERY POINT or fuel oil PRODUCT to BUYER'S approved storage tank, for BUYER'S daily requirements. BUYER shall provide SELLER with its daily PRODUCT delivery estimates three (3) business days prior to the start of each month. SELLER and/or its agent(s) shall be responsible for any charges from the UTILITY related to SELLER'S or its agent's failure to perform its operational responsibilities in accordance with UTILITY requirements. BUYER is responsible, and may be required to pay for or reimburse SELLER, for any charges resulting from BUYER'S failure to provide timely advice to SELLER of any operations or equipment changes that may cause a material change in daily PRODUCT usage or failure to abide by the terms of this AGREEMENT. BUYER shall not be responsible for daily usage variations caused solely by changes in weather. SELLER shall not invoice any penalties or charges to BUYER resulting from the foregoing that are not enforced on SELLER by its supplier or the UTILITY. For those months listed in CONFIRMATION AGREEMENTS as fuel oil PRODUCT, QUANTITIES may be carried forward or back within the AGREEMENT TERM up to a maximum cumulative 5% of the delivery month variance from the PURCHASED QUANTITY plus or minus any carryover from the prior month, at the sole discretion of SELLER. At the end of any fixed pricing term, any remaining fuel oil variances will be cashed out to zero quantity.
3. **MEASUREMENT:** Natural gas PRODUCT delivered hereunder shall meet the quality and heat content specifications of the applicable delivering pipeline. The UTILITY'S meter(s) at BUYER'S premise as referenced on the front page of this AGREEMENT shall be the measure of natural gas PRODUCT taken each month. Either party to this AGREEMENT shall notify the other promptly if it learns of a metering error or change. Any UTILITY adjustments to metered quantities delivered under this AGREEMENT shall be adjusted between BUYER and SELLER as well, even if discovered after the TERM of this AGREEMENT. Fuel oil PRODUCT deliveries will be metered by volume or weight.
4. **TAXES / REGULATION:** BUYER is liable for and must pay or reimburse SELLER for any taxes associated directly with the sale or delivery of the PRODUCT at and from the DELIVERY POINT or any hereafter imposed taxes or government imposed charges, including but not limited to sales, use, franchise, consumption and gross revenue taxes. If BUYER has checked off a tax exemption on the front page of this AGREEMENT, it must provide SELLER with copies of exemption certificates and any other necessary information to allow for proper billing and filing of accurate and timely tax returns. SELLER shall not be responsible for recouping overpayment of taxes for any period that BUYER has not provided the proper exemption forms.
5. **PAYMENTS/CREDIT:** BUYER agrees to make payments in accordance with the INVOICING / PAYMENT terms of this AGREEMENT, and to maintain creditworthiness or provide additional security as required by SELLER, or its supplier. BUYER agrees to allow SELLER to check payment history with its UTILITY as a trade reference. Should BUYER become overdue on payments owed to SELLER, or experience a material change in financial condition, SELLER may require additional security from BUYER. Failure of BUYER to provide such security within 15 days of notice from SELLER shall be deemed a breach of this AGREEMENT. If BUYER files for bankruptcy or is the subject of an involuntary bankruptcy, SELLER may immediately terminate this AGREEMENT. BUYER is responsible for all expenses and collection fees incurred by SELLER to collect any overdue amounts, including reasonable attorney's fees. A \$10.00 fee will be charged to BUYER for the return of any checks.
6. **TERMINATION:** Either party may terminate this AGREEMENT for failure of the other party to perform any of its obligations, and failure to cure the breach within 15 days of the breach or notice of default from the other party. If BUYER files for bankruptcy or is the subject of an involuntary bankruptcy, SELLER may immediately terminate this AGREEMENT. In addition, any failure by BUYER to accept delivery of its full PRODUCT requirements for the full TERM of this AGREEMENT shall make BUYER liable to SELLER for related monetary damages incurred by SELLER, including any losses derived from a decrease in market value of PRODUCT from the date that it was authorized for purchase by this AGREEMENT. Such cost, if any, shall be calculated as the positive difference between the AGREEMENT PRICE and the wholesale market price (NYMEX Henry Hub prices for natural gas and New York Harbor Platts low barge for the contract grade of fuel oil) for all purchased but undelivered QUANTITY from the date that deliveries were terminated or refused. If the difference between the AGREEMENT PRICE and wholesale market prices is negative, SELLER shall credit BUYER 50% of the calculated amount.
7. **ASSIGNMENT:** Either party may assign its rights and obligations under this AGREEMENT with the prior written consent of the other, which consent shall not unreasonably be withheld, and subject, in the case of assignment by BUYER, to SELLER'S evaluation of the creditworthiness of the assignee. This AGREEMENT shall inure to and be binding upon the parties hereto and upon their respective successors, heirs and assigns. In the event BUYER sells, leases, or otherwise conveys the facilities in which the PRODUCT sold hereunder is utilized, BUYER shall require its successor to assume the obligations of this AGREEMENT, or make such settlement as is required by Section 6 of the terms and conditions of this AGREEMENT. Notwithstanding the foregoing, SELLER may assign this AGREEMENT without consent or recourse of BUYER to any affiliate of SELLER.
8. **CONFIDENTIALITY:** Each party shall keep the terms of this AGREEMENT confidential, except for purposes of contract execution with a PRODUCT supplier or to meet the lawful requirements of any regulatory body having jurisdiction over the PRODUCT, its delivery or transmission.
9. **WAIVER / SEVERABILITY:** No waiver by either BUYER or SELLER of a breach of any one or more provisions of this AGREEMENT shall be construed as a waiver of any other provision or of any subsequent or continuing breach of such provision(s). In the event that any portion of this AGREEMENT is deemed invalid or unenforceable by a court of law, the remaining portions of the AGREEMENT shall otherwise be fully enforceable.
10. **LIABILITIES / CLAIMS:** SELLER hereby warrants to BUYER that it will have good title and/or right to sell the delivered PRODUCT and that the PRODUCT will be free and clear of all adverse claims. Title to the PRODUCT and risk of loss shall transfer from SELLER to BUYER at the DELIVERY POINT for natural gas, and at the point of connection between the delivery hose and BUYER'S storage tank for fuel oil PRODUCT. The liability of a party breaching any provision of this AGREEMENT shall be limited to direct damages only. Such direct actual damages shall be the sole and exclusive remedy hereunder and all other remedies or damages at law or in equity are waived. Neither party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, in tort, contract, under any indemnity provision or otherwise.

Santa Buckley Energy, Inc. – Dual Fuel Terms and Conditions (v4.25.07)

11. **FORCE MAJEURE:** Neither party will be liable to the other for failure to perform under this AGREEMENT due to force majeure events, meaning events not reasonably contemplated or within the control of the claiming party at the time of execution of this AGREEMENT other than the inability of a party to make payments or a change in economic circumstances. A force majeure event may include but is not limited to natural catastrophe, flood, explosion, fire riots or civil disturbance, sabotage, strikes or other labor difficulties, act of war, or changes in applicable laws, regulations or government orders that materially interfere with the party's ability to perform its obligations contemplated by this AGREEMENT. The claiming party must provide prompt notice to the other party of the nature of the force majeure event and its expected duration. During a force majeure event, the obligations of the party giving notice shall be suspended.

12. **NOTICES:** All notices required or permitted under this AGREEMENT shall be in writing and shall be deemed to be delivered when delivered personally, by courier, by fax or electronic mail if sent during normal business hours with receipt confirmation, or by mail if properly addressed and deposited in the United States mail, first class postage prepaid, to the applicable address shown on the front of this AGREEMENT, or to such address as either party may from time to time designate as the address for such purpose by like notice addressed to the other party.

13. **ENTIRE AGREEMENT:** This AGREEMENT, including the front page, any CONFIRMATION AGREEMENTS, and any attachments referenced by the SPECIAL PROVISIONS, constitutes the entire AGREEMENT between the parties and there are no other representations, warranties, understandings or other agreements except as set forth herein. There will be no modification of this AGREEMENT except by written consent of both parties. This AGREEMENT shall be governed by the laws of the State of Connecticut.



Energy Delivery

52 Second Avenue
4th Floor
Waltham, MA 02451

CHANGE IN SUPPLIER SERVICE
CUSTOMER VERIFICATION FORM

To: KeySpan Energy Delivery
Fax #: 781-290-0441

Attn: Maria O'Neill – 781-466-5065
Dawn Querzoli – 781-466-5068

I have read and understood the Terms and Conditions of Distribution Service and agree to be bound by said terms and conditions. I further agree to pay the transportation rate in effect from time to time under the appropriate LDC rate schedule.

Customer Name: Concord Steam

My Supplier is: Santa Buckley Energy

<u>ACCOUNT NUMBER(S)</u>	<u>METER NUMBER</u>	<u>TYPE OF SERVICE</u> (Daily Metered/ Non-Daily Metered)
5642824070	0L900263	Daily

Please start Supplier Service with the above supplier on the next available date. I understand Non-Daily Service will begin on my next scheduled read date and Daily Metered service begins on the 1st of the month. I understand that this form must be received 10 business days prior to the start date. I also understand that according to the Terms and Conditions of Distribution Service, Section 12.1, Colonial and Essex customers on Rate Schedule 43 and 53 and Boston Gas customers using 350,000 therms or more per year are not eligible for Non-Daily Metered Service.

Signature:
Name: MARK SHORSKIN
Title: V.P.
Date: 9/7/2012