

Schedule 3.06  
Legal Actions

N.H. Public Utilities Commission Docket No. IR 16-202, Investigation into Steam Plant Safety and General Operational Status.

Schedule 3.09  
Real Property

October 8, 1947, easement from Jameson to Concord Steam Corporation (CSC), 40 North Main Street, Book 642, Page 165;

December 27, 1949, easement from Hotel Endicott, Inc. to CSC, Depot Street, Book 670, Page 515;

March 2, 1964, easement from Odd Fellows Hall Association to CSC, Odd Fellows Avenue, Book 936, Page 492;

April 27, 1966, easement from Baldwin to CSC, North State Street, Book 983, Page 259, and Book 1012, Page 386;

April 22, 1970 easement from Whittemore/Patriot Investment Company to CSC, no address, Book 1069, Page 333;

October 6, 1983, easement from State of New Hampshire to CSC, Pleasant Street (now Pleasant View Home complex), Book 1459, Page 956; and

March 28, 1995, easement from P&N Auto, 140 Pleasant Street, not recorded.

Exhibit A

**INSTRUMENT OF TRANSFER AND ASSIGNMENT**

This Instrument of Transfer and Assignment (the "Instrument") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2017 (the "Effective Date") by and between CONCORD STEAM CORPORATION ("Seller") and LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. ("Buyer").

Reference is made to that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2016 (the "Purchase Agreement") between Concord Steam Corporation, as Seller, and Liberty Utilities (EnergyNorth Natural Gas) Corp., as Buyer. Capitalized words used but not defined in this Instrument have the meaning assigned in the Purchase Agreement.

For valuable consideration furnished by Buyer to Seller, the receipt and sufficiency of which are hereby acknowledged, and intending to fully vest title to the Purchased Assets in Buyer:

1. Transfer and Assignment to Buyer. Seller hereby sells, assigns, transfers and conveys to Buyer the whole and entire right, title, and interest in and to:
  - (a) The information contained in the list of steam customers of Seller as of the Effective Date, including customer name, customer contacts and contact information, account numbers, billing and service addresses, and all related information used or useful to providing steam service to the customers, in whatever form and including all associated intellectual property rights (the "Customer Information") for which Seller has obtained the customers' express consent in accordance with the Purchase Agreement;
  - (b) The information contained in the records of Seller's steam customer account volumes, billing and payment information for the period beginning January 1, 2014 through the Effective Date, in whatever form and including all associated intellectual property rights (the "Billing and Usage Information") for which Seller has obtained the customers' express consent in accordance with the Purchase Agreement; and
  - (c) The steam distribution maps of Seller (the "System Maps").
2. Amendments. This Instrument may be amended only by an instrument in writing signed by each of the parties.
3. Governing Law. This Instrument shall be governed by the laws of the State of New Hampshire, without giving effect to choice or conflicts of law principles thereunder.
4. Counterparts. This Instrument may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*Signature page follows.*

IN WITNESS WHEREOF, the parties have executed this Instrument of Transfer and Assignment effective as of the date first above written.

SELLER:

CONCORD STEAM CORPORATION

By: \_\_\_\_\_

Name:

Title:

BUYER:

LIBERTY UTILITIES (ENERGYNORTH  
NATURAL GAS) CORP.

By: \_\_\_\_\_

Name:

Title:

