

BROKEN BRIDGE CNG FACILITY
 MAINTENANCE AGREEMENT BETWEEN INATGAS AND

This Agreement between Liberty Utilities (EnergyNorth Natural Gas) Corp. (Landlord) and Innovative Natural Gas, LLC d/b/a iNATGAS (Tenant) dated _____ identifies inspection and maintenance responsibilities to be provided by Tenant in addition to those described in the Lease Agreement between the parties (the "Lease Agreement") in connection with CNG Facility (Facility) to be constructed by Landlord and Tenant at 20 Broken Bridge Road, Concord, NH 03301.

In addition to those operation and maintenance duties described in the Lease Agreement, Tenant will be responsible for performing all inspection and maintenance activities, material and labor, related to the Facility, including but not limited to, the following equipment:

- Natural gas piping downstream of the Owner's Compressor Connections. and all CNG High Pressure piping
- System pressure protection (e.g., safety relief valves)
- Natural gas dryer
- CNG compressors
- Oil separators/filters
- CNG trailer fill dispensers
- CNG vehicle fueling dispensers
- CNG storage tubes associated with the CNG vehicle fueling dispensers
- Instrumentation and controls
- Safety systems (e.g., ESD devices, ESD valves, smoke and flame detection devices, combustible gas detectors and fire extinguishers)
- Debris removal

The Owner requires that the Tenant perform all inspection and maintenance activities in accordance with equipment manufacturer requirements, NFPA 52 and NFPA 55 (not really applicable to this facility as this is the Compressed Gas and Cryogenic Fluids Code), as well as industry accepted best management practices, and as required by a Preventative Maintenance Manual to be prepared by Sanborn, Head & Associates, Inc., provided by the Owner. If, during the term of the Agreement, the Landlord notifies the Tenant that any part of the work under this Agreement is defective or deficient or not in accordance with any provision of the Agreement, the Tenant must correct the default or defect within five (5) Days of notice at its sole expense (except in the instance of a Catastrophic Compressor Failure).

This Agreement shall become effective on the Service Commencement Date of the Lease/Special Contract and remain in full force and effect for a period of fifteen (15) years from this Service Commencement Date. If Tenant fails to perform the responsibilities outlined in this Agreement it shall constitute a Default under Article XIX of the Lease Agreement. Tenant agrees to indemnify Landlord for any damage to Landlord's compressors or related equipment resulting from failure to comply with this Agreement.

The provisions in this Agreement are intended to supplement the provisions in the Lease Agreement governing the Tenant's operation and maintenance of the Compressor Station Property.

By signing below, the undersigned agrees to the responsibilities outlined in this Agreement. Further, the Tenant agrees that all inspection and maintenance activities pertaining to the above-listed equipment at the Facility will be at the sole expense of the Tenant.

This Agreement is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he or she has full authority to act for, in the name, and on behalf of Owner and Tenant.

Name of Landlord's Representative: _____

Signature: _____

Date: _____

Name of Tenant's Representative: _____

Signature: _____

Date: _____