

**SPECIAL CONTRACT**  
**CONTRACT NO. NHPUC 1**  
**CONCORD STEAM CORPORATION**  
**WITH**  
**CONCORD FAMILY YMCA**

<b>Date of Execution:</b>	<b>October 4, 2007</b>
<b>Effective Date:</b>	<b>October 1, 2007</b>
<b>Date of Termination:</b>	<b>Ten Years After Effective Date Unless Terminated Sooner Pursuant to Terms Herein</b>

**STATEMENT OF THE SPECIAL CIRCUMSTANCES  
RENDERING DEPARTURE FROM GENERAL SCHEDULES  
JUST AND CONSISTENT WITH THE PUBLIC INTEREST**

1. The service to be rendered under this First Contract (the "Contract") consists of the furnishing of steam service to the Concord Family YMCA located at 15 North State Street, Concord, New Hampshire 03301 at a price which takes into account the marginal cost of serving the YMCA in addition to a contribution towards Concord Steam's fixed costs of serving its customers.
  
2. This Contract has been designed to meet the specific needs of the Concord YMCA while at the same time providing benefits for Concord Steam and its other customers. The parties agree that steam supply is a vital element of YMCA's business, and that YMCA has relied on this Contract in making long-term decisions concerning its source of heat and steam. Further, the YMCA has experienced significant financial difficulties given the pressures on non-profit entities, yet seeks to continue to provide services to the Concord community while meeting its financial obligations to Concord Steam. Retention of YMCA's steam load is important to Concord steam, because it constitutes approximately 15% of Concord Steam's summer steam sales, and a significant portion of Concord Steam's annual steam sales. Thus, this Contract enables the YMCA to continue its operations while eliminating the risk that Concord Steam will lose the YMCA steam load and providing a regular revenue stream from the YMCA to Concord Steam for services provided. In turn, this will contribute significantly to holding down rates for Concord Steam's other customers.

**CONTRACT FOR STEAM SERVICE BETWEEN  
CONCORD STEAM CORPORATION  
AND  
CONCORD YMCA**

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Agreement made as of this 15 day of February, 2007 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 Main Street, Concord, New Hampshire 03301.

WHEREAS, Concord Steam is engaged in business as a public utility in the City of Concord in providing steam service to the public;

WHEREAS, the YMCA is a non-profit organization providing services to the public in Concord, New Hampshire. Concord Steam has supplied steam service to the YMCA for at least the past twenty-five years;

WHEREAS, the YMCA represents a significant amount of the steam load of Concord Steam, particularly in the summer months when Concord Steam's load is significantly lower than during the heating season;

WHEREAS, the YMCA has experienced financial difficulties that has made it difficult for the YMCA to meet its financial obligations to Concord Steam, despite YMCA's commitment to meet those obligations;

WHEREAS, the YMCA has considered reducing the amount of steam purchased or switching to an alternative fuel source in order to reduce its long term fuel costs;

WHEREAS, Concord Steam desires to continue to provide steam service to the YMCA upon the terms and conditions set forth in this Contract in order to maintain its steam load, for the benefit of all of its customers.

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

1. Rate and Usage. YMCA shall pay Concord Steam a monthly rate that is based on the current lowest tier base rate and the current energy rate (the "Monthly Rate"). The Monthly Rate is determined by multiplying Concord Steam's lowest tier base rate by the expected annual usage, and adding in the current energy rate times the expected annual steam usage, and then

dividing the total by 12. For purposes of this Contract, the Set Annual Usage of steam by the YMCA is assumed to be 4,080 Mlbs/year, whether YMCA uses such amount of steam or not. Based on this formula, the Monthly Rate shall be \$7,895 per month, unless adjusted in accordance with this Agreement. When the lowest tier base rate in Concord Steam's tariff is increased or decreased, as approved by the New Hampshire Public Utilities Commission (the "Commission"), the Monthly Rate shall be increased or decreased accordingly. In the event that YMCA's Annual Usage increases or decreases by more than 10%, the Set Annual Usage shall be renegotiated, and such renegotiated amount shall be effective upon approval by the Commission.

2. Cost of Energy. The Monthly Rate includes the cost of energy, at an initial rate of \$14.29/Mlb. In accordance with Paragraph 1 of this Agreement, the Monthly Rate will be adjusted based on Concord Steam's applicable cost of energy, as approved by the New Hampshire Public Utilities Commission (the "Commission").

3. Payments. All amounts due and payable under this Contract shall be made in accordance with the payment terms and conditions under Concord Steam's tariff then in effect, including the applicable interest rate applied to any unpaid balances.

4. Term. The term of this Contract is ten years commencing on September 30, 2006.

5. Early Termination. In the event that the YMCA terminates this Contract prior to the expiration of the Term ("Early Termination"), the YMCA shall provide Concord Steam with thirty (30) days notice of its intent to terminate the Contract. Such notice shall be made in accordance with the notice provisions of this Contract and shall include the reason for the Early Termination and the date of termination. In the event of an Early Termination, the YMCA shall be liable to Concord Steam for the following charge ("Early Termination Payment"):

$$\frac{\text{Concord Steam's Lowest Tier Base Rate} \times \text{Set Annual Usage}}{12} \times \text{Remaining Months in Contract}$$

The YMCA shall submit such Early Termination Payment to Concord Steam within fifteen (15) days of the date of the Early Termination.

6. Books and Records. During the Term hereof and for a period of at least two years thereafter, Concord Steam shall maintain such books and records (collectively "Records") as are necessary to substantiate that Concord Steam is in compliance with this Contract. YMCA and its representatives shall have the right at any time during normal business hours, and upon reasonable notice, to examine the Records, make copies and take extracts therefrom and discuss the Records with Concord Steam's officers and employees as YMCA deems necessary.

7. Regulatory Approval. Concord Steam agrees, upon execution of this Contract, to file the same with the Commission, and to request the required approval. Concord Steam agrees to use all commercially reasonable efforts to secure the regulatory approval of this Contract by the Commission. Concord Steam shall not, however, be liable to YMCA for any damages, direct or indirect, resulting from its failure to obtain said approval. The performance by Concord Steam of its obligations under this Contract is subject to the condition that Concord Steam shall obtain from the Commission approval of this Contract as required by law.

8. Entire Agreement. This instrument constitutes the entire agreement between the parties and is executed by each without reliance upon any representations made by either to the other during the course of the negotiations with respect thereto; provided, however, that the parties understand and agree that, except to the extent it is inconsistent with this Contract, the terms of Concord Steam's tariff on file with the Commission shall govern the parties' relationship.

9. Successors and Assigns. Insofar as may be legally possible, each party covenants and agrees that the benefits and burdens of this Contract shall be binding upon the successors and assigns of each including any successor in title to all or substantially all of the properties of each.

10. Notices. Except as otherwise provided herein, all notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes (i) when delivered in person, or (ii) three days after the date on which deposited in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, or (iii) one day after the same is delivered to an express courier service guaranteeing overnight delivery, or (iv) when sent by telecopy transmission if receipt is confirmed and a copy is sent by regular first class mail, postage prepaid, in each case directed to the party to receive the same (which, in the case of Concord Steam, is the President and in the case of YMCA is the Executive Director) at its address stated above or at such other address as may be substituted by notice given as herein provided.

11. Amendment. This Contract may be amended only by written agreement by and between Concord Steam and YMCA and, if required by applicable law or regulation, only if approved by the Commission. If YMCA desires to extend the term of this Contract, it shall give notice thereof to Concord Steam not later than March 1, 2016. If Concord Steam is willing to consider such an extension, the parties shall then discuss the terms and conditions thereof and if agreement is reached with respect to such terms and conditions, such agreement shall be evidenced in writing which, if required by applicable law or regulation, shall be submitted to the Commission for its approval.

12. Applicable Law. The parties agree that this Contract shall be governed by the laws of the State of New Hampshire.

13. Headings. The headings in each section of this Agreement are for convenience of reference only, and do not form a part hereof and in no way modify or shall be used to interpret or construe the meaning of this Contract.

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

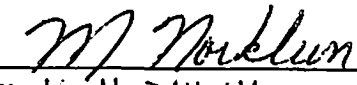
CONCORD STEAM CORPORATION

By: 

Name: Peter Bloomfield

Title: President, duly authorized

CONCORD FAMILY YMCA

By: 

Name: M NORKLUN

Title: EXECUTIVE , duly authorized

DIRECTOR