

**SPECIAL CONTRACT**

**CONCORD STEAM CORPORATION**

**WITH**

**D.McLeod Florist  
49 South State Street  
Concord NH**

**Date of Execution:** October 6, 2010

**Effective Date:** October 6, 2010  
**(Subject to NHPUC Approval)**

**Date of Termination:** five Years After Effective Date Unless  
Terminated Sooner Pursuant to Terms Herein

**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 Contract (the "Contract") consists of the furnishing of steam service to D. McLeod Florist legal owners of the D. McLeod Florist greenhouse and property located at 49 South State Street Concord, New Hampshire 03301 at a price which takes into account the marginal cost of serving the D. McLeod Florist property, the D. McLeod Florist's contribution of \$12,000 of installation costs for the service main required to connect the property to the steam system in addition to D. McLeod Florist's contribution towards Concord Steam's fixed costs of serving its other rate payers.**
  
- 2. This Contract has been designed to meet the specific needs of the D. McLeod Florist while at the same time providing benefits for Concord Steam and its other customers. The parties agree that steam supply is a vital element to the D. McLeod Florist mission, in that it is crucial to supply reliable heat from a renewable resource that provides energy at stabilized pricing to the greenhouses. Further, the inclusion of the D. McLeod Florist steam load is important to Concord steam, because it adds a significant increase to Concord Steam's annual steam sales. Thus, this Contract enables the D. McLeod Florist to make use of a local renewable energy source while reducing the pricing risks that are inherent with using fossil fuels and also providing a regular revenue stream from the D. McLeod Florist to Concord Steam for services provided. In turn, this will contribute significantly to holding down rates for Concord Steam's other customers by aiding in spreading the fixed cost over a wider base without additional investment in assets.**

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

**AND**

**D.McLeod Florist  
49 South State Street  
Conord NH**

Agreement made as of this <sup>th</sup> day of \_\_\_\_\_, 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 03302 and D. McLeod Florist, a New Hampshire business, with a principal place of business at 49 South State 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 D. McLeod Florist is operating greenhouses and providing retail services to the public in Concord, New Hampshire.;**

**WHEREAS, the D. McLeod Florist is upgrading it's mechanical heating and ventilation system and installing a main steam service at 49 South State Street;**

**WHEREAS, Concord Steam desires to provide steam service to the D. MCLEOD FLORIST upon the terms and conditions set forth in this Contract in order to increase its steam load, for the benefit of all of its customers.**

**NOW, THEREFORE, Concord Steam and D. MCLEOD FLORIST for and in consideration of the mutual covenants and agreements hereinafter set forth do hereby agree as follows:**

**1. Rate and Usage. D. MCLEOD FLORIST shall pay Concord Steam a monthly rate that is based on the current cost of energy rate plus lowest tiered base rate multiplied by the monthly use.**

**2. Cost of Energy. The Monthly Rate includes the cost of energy, at an initial rate of \$19.89/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. Base Rate. In accordance with Paragraph 1 of this Agreement, the Monthly Base Rate will be charged at Concord Steam's applicable lowest tiered base rate, as approved by the New Hampshire Public Utilities Commission (the "Commission"), an initial rate of \$13.48/Mlb**

**4. 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.**

5. **Default.** Customer agrees to pay all service connection charges related to the restoring of the steam service and associated cost incurred to supply steam service by CSC if service is discontinued by the customer or by CSC if customer is in default at anytime during the term of this agreement. In addition, the Customer agrees to re-pay any base rate discounts applied to it's account if service is discontinued by the customer or by CSC if customer is in default at anytime during the term of this agreement.

6. **Term.** The term of this Contract is five years commencing on October 1, 2010.

7. **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.

8. **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.

9. **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 D. MCLEOD FLORIST is Fred Keach, 49 South State Street Concord NH at its address stated above or at such other address as may be substituted by notice given as herein provided.

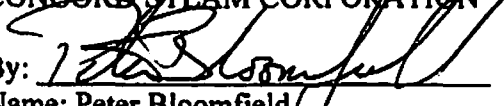
10. **Amendment.** This Contract may be amended only by written agreement by and between Concord Steam and D. MCLEOD FLORIST and, if required by applicable law or regulation, only if approved by the Commission. If D. MCLEOD FLORIST desires to extend the term of this Contract, it shall give notice thereof to Concord Steam not later than October 1, 2015. 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.

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

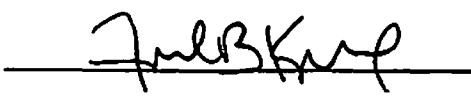
12. Headings. The headings in each section of this Agreement are for convenience of reference only, and do not form a part hereof and in no way modify or shall be used to interpret or construe the meaning of this Contract.

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

D. MCLEOD FLORIST

By:   
Name: Fred Keach  
Title: \_\_\_\_\_, duly authorized