



June 17, 2014

Jonathan Oakes
VP Plants
Pike Industries, Inc.
3 Eastgate Park Rd
Belmont, NH 03220

Re: Letter of Understanding related to Natural Gas Service to Brentwood Facility

Dear Mr. Oakes:

The purpose of this letter is to confirm the understanding of Pike Industries, Inc. ("Pike") and Northern Utilities, Inc. with respect to Northern's construction of certain natural gas infrastructure in the Brentwood, New Hampshire area. Specifically, this letter confirms Pike's understanding that payment to Northern of a contribution in aid of construction ("CIAC") of [REDACTED] (USD) will be necessary prior to Northern's construction of a new service to connect Pike's asphalt plant located at 84 Pine Road in Brentwood, New Hampshire (the "Brentwood Plant") to Northern's gas pipeline system.

BACKGROUND

Northern currently provides natural gas service to Pike's industrial facilities in Portsmouth, New Hampshire and in Westbrook and Lewiston, Maine.

Pike also owns and operates the Brentwood Plant. Pike estimates that if the Brentwood Plant were to receive natural gas service from Northern, the Brentwood Plant would consume approximately [REDACTED] of natural gas annually.

Northern presently does not own or operate gas mains in the vicinity of the Brentwood Plant. To provide service to the Brentwood Plant and other customers in the vicinity of the Brentwood Plant, Northern must construct new natural gas facilities including, among other things, a new regulator station and approximately 4.2 miles of new gas main (the "New Gas Facilities"). Northern presently intends to construct the New Gas Facilities during the 2014 construction season.

The terms and conditions of the natural gas service that Northern provides in New Hampshire are governed by a tariff approved by, and on file with, the New Hampshire Public Utilities Commission. Part III of Northern's tariff governs line extensions, such as the New Gas Facilities necessary to provide service to the Brentwood Plant. Northern has performed the financial analysis required by Part III of its tariff and has determined

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that a CIAC of [REDACTED] is due from Pike to defray the cost of constructing the New Gas Facilities. [REDACTED]

UNDERSTANDING

Northern understands that Pike desires natural gas service at the Brentwood Plant. [REDACTED]

[REDACTED]

The required contract for gas service is attached to this letter as Attachment 1 and the terms and conditions outlined in this contract are thereby incorporated as part of this agreement.

[REDACTED]

Northern looks forward to continuing our relationship with Pike. Please have a copy of this Letter of Understanding countersigned by an authorized representative of Pike and return it to me at your earliest convenience.

Sincerely,

Michael T. Smith
Manager, Business Development

++++
Seen and Acknowledged by
Pike Industries, Inc.

Print Name: Jonathan Oakes

Date: 6-18-14

Title: VP Asphalt

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325 West Road
Portsmouth, NH 03801



Attachment 1
Contract for Installation of
Gas Service or Main or Relocation of Meter

Agreement Date: 6/5/2014
 Amount Due: \$ [REDACTED]
 Est. Annual Usage (MCF): [REDACTED]
 Package-ID: 33743
 Page: 1 of 3

1. Parties.

This Agreement is made and entered into between Pike Industries (the "Customer") 84 Pine Rd. Brentwood, NH and Northern Utilities Inc. (the "Company") pursuant to the following terms and conditions (together, "the Parties).

Customer hereby stipulates and represents that (s)he is the owner of the subject property located at 84 Pine Rd. Brentwood, NH for the benefit of which the work described below is requested to be performed, or is the Agent of the owner of said property with authority to request such work on behalf of the owner.

2. Description of Work (check applicable provisions).

- A. _____ Customer requests the installation of [REDACTED] gas service(s) from the outside of the foundation wall to the nearest point on the Company's gas main at 84 Pine Rd. Brentwood, NH
- B. _____ Customer requests the extension of the Company's gas main to a point where a gas service(s) can be connected to deliver gas to the Customer at 84 Pine Rd. Brentwood, NH
- C. _____ Customer requests the relocation of Company's gas meter.

3. Performance – Company.

- A. The Company will be responsible for the performance of all necessary work incidents to the installation of any services or mains in compliance with the applicable laws, standards and codes up to the outlet of the gas meter fit.
- B. The Company will refill any excavation with the earth that is removed by the Company in performance under this Contract and will rake it smooth to the surface level, however, the Company will not be responsible for grass reseeding nor for any settling of refilled earth.
- C. Any contribution due from the Customer, as calculated pursuant to Paragraph 9, below, must be satisfied, either by direct payment or other means acceptable to the Company, before construction will commence.

4. Performance – Customer.

- A. Customer is responsible for all piping beyond the gas company meter fit necessary to use gas and will insure that such piping is in compliance with all applicable laws, standards and codes.
- B. The Customer is responsible for backfilling the foundation to rough final grade prior to service installation
- C. The customer will identify underground infrastructure within their property, e.g.: sprinkler system, septic system, underground electric, etc.

5. Time for Performance.

Company –

The Company will begin work as soon as reasonably practicable after this Agreement has been signed by both parties and Customer has completed any work needed to allow completion of the installation by the Company, but the Company shall not be responsible for any losses to Customer as a result of a delay in performance. This installation may be delayed or canceled, or the terms renegotiated, due to adverse weather, digging or soil (e.g. ledge, hazardous materials) conditions, or delay or denial of necessary permits.

Customer –

If Customer is unprepared to receive the necessary installation within [REDACTED] of the date of the contract, all the terms and conditions are subject to renegotiation by the Company.

6. Customer Covenants with Respect to Use of Gas.

Customer agrees that he will use the Company's gas service line within [REDACTED] from the completion of the work required in Paragraph 2. For work performed under part A or B of Paragraph 2, the following Customer covenants with Respect to Use of Gas apply:

- A. Customer further agrees that it will use gas as its primary fuel in the estimated annual volume of [REDACTED] At the end of twelve months from the date of initial use of gas, the Company shall compare the total actual usage for that period to the above estimated annual volume. If the actual usage is less than [REDACTED] the Company reserves the right to recalculate Customer's contribution as shown in Paragraph 9, and bill Customer an additional contribution amount as if the actual usage were the same as the estimate shown above. Such additional contributions will be applied towards the cost as determined in Paragraph 9, and is not a payment for gas service.

- B. [REDACTED] in the aggregate during each consecutive twelve month period commencing with the date of initial use of gas for a period of [REDACTED] and agrees to pay the Company for any deficiency in the minimum volume at the end of each annual period(s) if the volume of gas used was less than the minimum volume, at the gas rate in effect at the end of such annual period. Any change in the minimum volume must be mutually agreed to in writing and signed by both parties. Such additional payment under this paragraph will be applied towards the cost as determined in Paragraph 9, and is not a payment for gas.

Contract for Installation of Gas Service or Main or Relocation of Meter



Agreement Date: 6/5/2014
Amount Due:
Est. Annual Usage (MCF):
Package-ID: 33743
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7. Ownership of Pipes, Meters, Fittings, etc.

The Company shall at all times have title to and keep ownership and control over any services, mains, meters or fittings on the Company's side of the meter described or included in the performance of this Contract and shall have the right to use any gas mains installed for the purpose of serving other customers.

8. Access to Company Property.

Any properly identified employee of the Company shall have access to the premises of Customer for the purpose of reading meters, testing Customer's load, inspecting Customer's premises and equipment, or repairing, removing or exchanging any or all equipment belonging to the Company, including underground gas main and service lines.

9. Payment.

The estimated cost to the Company to perform the work described in paragraph 2 is [REDACTED]. The amount to be contributed by the Customer to the Company towards this cost shall be [REDACTED]. The estimated cost to the Company to perform the work described in paragraph 2 was calculated based upon project information provided by the customer or parties representing the customer. Any additional expense, due to changes in project scope, revised or new information provided by the customer or unforeseeable excavation requirements (such as, but not limited to, encountering ledge where not anticipated), will be in addition to the above amount and will be added to the total project cost. Should the revised project cost fail to meet the Company's rate-of-return criterion, the amount to be contributed by the Customer to the Company toward the project cost as stated above will be revised to make up the capital deficiency to meet the Company's rate-of-return criterion. Payment of the revised customer contribution will be required prior to installation of a gas meter. For services provided under subpart C of Paragraph 2, Customer will contribute the entire amount of the estimate. Any contribution by Customer must be made before construction will commence. The Customer will be billed monthly for the gas used in accordance with the Company's approved rates on file with the New Hampshire Public Utilities Commission.

10. Assignment.

This contract may be assigned by Customer if Customer is a building contractor and the assignee is to be the first owner or occupant of the premises. In such an assignment, the assignee assumes responsibility for all the promises, terms and conditions agreed to by the assignor. Customer shall provide a copy of the assignment to the undersigned Company representative within ___ days of the assignment.

11. Tariff Terms and Conditions. The provision of services under this Agreement is also governed by applicable approved Terms and Conditions of the Company's Distribution Tariff on file with the New Hampshire Public Utilities Commission. If such Terms and Conditions conflict with the provisions of this agreement, this Agreement shall control.

12. Complete Agreement. This Agreement constitutes the complete agreement between the Parties on the subject matter identified herein. Any modifications to this Agreement must be made in writing and signed by both Parties.

Northern Utilities, Inc.:

Pike Industries:

By: Tim Noonis

By: _

Date _____

Date _____

Title _____

Title _____

REDACTED

**Contract for Installation of
Gas Service or Main or Relocation of Meter**



Agreement Date: 4/29/2014
Amount Due: [REDACTED]
Est. Annual Usage (MCF): [REDACTED]
Package-ID: 33743
Page:3 of 3

ASSIGNMENT

For valuable consideration, the undersigned hereby accepts responsibility for any terms and conditions of the above contract that have not been fully complied with by the building contractor referred to above as the first customer.

Assignee Signature

By

Date



**Contract for Installation of
Gas Service or Main or Relocation of Meter**

Agreement Date: 5/20/2014

Amount Due: [REDACTED]

Est. Annual Usage (MCF): [REDACTED]

Package-ID: 33743

Page: 1 of 3

1. Parties.

This Agreement is made and entered into between Owens Corning Sales LLC ("Customer") of One Owens Corning Parkway, Toledo, Ohio 43659 and Northern Utilities, Inc. (the "Company") pursuant to the following terms and conditions (together, "the Parties").

Customer hereby stipulates and represents that it is the owner of the subject property located at 61 Pine Rd., Brentwood, NH for the benefit of which the work described below is requested to be performed, or is the Agent of the owner of said property with authority to request such work on behalf of the owner.

2. Description of Work (check applicable provisions).

A. Customer requests the installation of gas service(s) from the outside of the foundation wall to the nearest point on the Company's gas main at 61 Pine Rd. Brentwood, NH

B. Customer requests the extension of the Company's gas main to a point where a gas service(s) can be connected to deliver gas to the Customer at 61 Pine Rd. Brentwood, NH

C. Customer requests the relocation of Company's gas meter.

3. Performance – Company.

A. The Company will be responsible for the performance of all necessary work incident to the installation of any services or mains in compliance with the applicable laws, standards and codes up to the outlet of the gas meter fit.

B. The Company will refill any excavation with the earth that is removed by the Company in performance under this Agreement and will rake it smooth to the surface level, however, the Company will not be responsible for grass reseeding nor for any settling of refilled earth.

C. Any contribution due from the Customer, as calculated pursuant to Paragraph 9, below, must be satisfied, either by direct payment or other means acceptable to the Company, before construction will commence.

D. Company agrees that, subject to receipt of all necessary governmental permits, approvals and authorizations in a form acceptable to the Company, performance of the work described in Section 2 above will commence no later than **October 1, 2014**, and shall diligently pursue the completion of such work. [REDACTED]

[REDACTED]

4. Performance – Customer.

A. Customer is responsible for all piping beyond the gas company meter fit necessary to use gas and will insure that such piping is in compliance with all applicable laws, standards and codes.

B. The Customer is responsible for backfilling the foundation to rough final grade prior to service installation

C. The Customer will identify underground infrastructure within their property; e.g.: sprinkler system, septic system, underground electric, etc.

5. Time for Performance.

Company –

The Company will begin work as soon as reasonably practicable after this Agreement has been signed by both parties and Customer has completed any work needed to allow completion of the installation by the Company, but the Company shall not be responsible for any losses to Customer as a result of a delay in performance. This installation may be delayed or canceled, or the terms renegotiated, due to adverse weather, unforeseen adverse digging or soil (e.g. ledge, hazardous materials) conditions which cannot reasonably be overcome except at a disproportionately higher cost or risk, or delay or denial of the Company's receipt of necessary governmental permits, approvals or authorizations in a form acceptable to the Company. Company shall provide prompt written notice to Customer in the event any of the foregoing contingencies becomes reasonably foreseeable.

**Contract for Installation of
Gas Service or Main or Relocation of Meter**



Agreement Date: 5/20/2014
Amount Due: [REDACTED]
Est. Annual Usage (MCF): [REDACTED]
Package-ID: 33743
Page: 2 of 3

Customer –

If Customer is unprepared to receive the necessary installation within [REDACTED] of the date of the Agreement, all the terms and conditions are subject to renegotiation by the Company.

6. Customer Covenants with Respect to Use of Gas.

Customer agrees that it will use the Company's gas service line within [REDACTED] from the completion of the work required in Paragraph 2. For work performed under part A or B of Paragraph 2, the following Customer covenants with Respect to Use of Gas apply:

- A. Customer further agrees that it will use gas as its primary fuel and have delivered by Company an estimated annual volume of [REDACTED] for a period of [REDACTED] ("Initial Term") beginning with the date of initial gas usage resulting from this Agreement. At the end of each twelve month period during the Initial Term beginning with the date of initial use of gas, the Company shall compare the total actual usage for that period to the above estimated annual volume. If the actual usage for the twelve month period is less than [REDACTED] (the difference being the "Usage Shortfall"), the Company reserves the right within [REDACTED] following the prior twelve month period to recalculate the Customer Contribution under Paragraph 9, and bill Customer an amount equal to the Usage Shortfall at the then current gas rates which amount shall be deemed to be an additional amount as and for the Customer Contribution. Such additional contributions will be applied towards the Customer Contribution as determined in Paragraph 9, and is not a payment for gas service.
- B. [REDACTED]
- C. In the event that Customer's operations at the facility serviced under this Agreement are disrupted by acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts, fires and explosions, casualties or other similar causes or circumstances which cannot reasonably be prevented by the Customer ("Force Majeure"), Customer's estimated annual volume under this Section 6 shall be suspended in an amount proportionate with the number of days during which Customer was affected by the event of Force Majeure and Customer shall thereafter have an additional amount of time following the Initial Term to purchase any such affected amounts of gas from Company.

7. Ownership of Pipes, Meters, Fittings, etc.

The Company shall at all times have title to and keep ownership and control over any services, mains, meters or fittings on the Company's side of the meter described or included in the performance of this Agreement and shall have the right to use any gas mains installed for the purpose of serving other customers.

8. Access to Company Property.

Any properly identified employee of the Company shall have access to the premises of Customer for the purpose of reading meters, testing Customer's load, inspecting Customer's premises and equipment, or repairing, removing or exchanging any or all equipment belonging to the Company, including underground gas main and service lines.

9. Payment.

The estimated cost to the Company to perform the work described in Paragraph 2 is [REDACTED] ("Total Project Cost"). The amount to be contributed by the Customer to the Company towards the Total Project Costs shall be [REDACTED] ("Customer Contribution"). The estimated cost to the Company to perform the work described in Paragraph 2 was calculated based upon Company's experience and expertise in performing such projects as well as project information provided by the Customer or parties representing the Customer. Any additional expense, due to changes in project scope requested by Customer, as well as revised or new information provided by the Customer or unforeseeable excavation requirements (such as, but not limited to, encountering ledge where not anticipated) ("Additional Expenses"), will be in addition to the above amount and will be added to the Total Project Cost. Prior to incurring any Additional Expenses and as soon as any Additional Expenses become reasonably foreseeable, Company shall notify Customer in writing with respect to such Additional Expenses, provide sufficient documentation or evidence in support of such Additional Expenses, and the Parties shall thereafter promptly negotiate in good faith any amendments to this Agreement or changes to the Customer Contribution. Payment of any agreed upon and revised Customer Contribution will be required prior to

Contract for Installation of Gas Service or Main or Relocation of Meter



Agreement Date: 6/20/2014
Amount Due:
Est. Annual Usage (MGF):
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Installation of a gas meter. For services provided under subpart C of Paragraph 2, Customer will contribute the entire amount of the estimate. The Customer Contribution must be made before construction will commence. The Customer will be billed monthly for the gas used in accordance with the Company's approved rates on file with the New Hampshire Public Utilities Commission.

- 10. If, during the period of five (5) years immediately following the date of construction completion, the Company interconnects with additional or subsequent customers...
11. Assignment. This Agreement may be assigned by Customer if Customer is a building contractor...
12. Tariff Terms and Conditions. The provision of services under this Agreement is also governed by applicable approved Terms and Conditions...
13. Complete Agreement. This Agreement constitutes the complete agreement between the Parties on the subject matter identified herein.

Northern Utilities, Inc.

[Handwritten signature]

Owens Corning Sales, LLC

[Handwritten signature]

By: Tim Noonis

Date: 5/20/14

Title: SR. BUSINESS DEVELOPMENT EXEC.

By:

SHARON CIPITI
Energy Sourcing Leader - Natural Gas
Owens Corning Sales, LLC

Date: 5/20/14

Title:

ASSIGNMENT

For valuable consideration, the undersigned hereby accepts responsibility for any terms and conditions of the above contract that have not been fully complied with by the building contractor referred to above as the first customer.

Assignee Signature

By: Date:



Addendum to Contract for Installation of Gas Service or Main or Relocation of Meter

This Addendum ("Addendum") is made by and between Northern Utilities, Inc. (hereinafter referred to as the "Company") and Owens Corning Sales, LLC with a manufacturing plant located at 61 Pine Rd. Brentwood, New Hampshire (hereinafter referred to as the "Customer"). This Addendum is related to and is supplementary to the Contract for Installation of Gas Service or Main or Relocation of Meter, dated 4/29/2014, package ID 33743 ("Agreement").

5/20/14 pc

1. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] The Company shall notify Customer of the Company's contract with [REDACTED] within (3) business days of either its signing or receipt by Company of notification from [REDACTED] that [REDACTED] has indicated its refusal to enter into an agreement with Company. Notification shall be by e-mail to the Customer's representative signing below.
2. The Customer agrees to sign and return the Agreement to the Company in order to execute this Addendum.
3. [REDACTED]
[REDACTED]
[REDACTED]

If the foregoing terms are acceptable, please indicate Owens Corning Sales LLC's acceptance and agreement by signing and returning this Addendum along with the signed Agreement

Acceptance of this Addendum:

Owens Corning Sales LLC
 By: Sharon Cipiti
 Title: SHARON CIPITI
 Energy Sourcing Leader - Natural Gas
 Date: Owens Corning Sales, LLC
 5/19/14

Northern Utilities, Inc.
 By: [Signature]
 Title: SR Bus Dev. Exec
 Date: 5/13/14