



HOST COMMUNITY AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 6th day of June 2018, between Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities ("Liberty") and the Town of Epping, New Hampshire ("Epping"). Liberty and Epping may be collectively referred to as "the Parties".

WHEREAS, Liberty is proposing to construct and maintain a project known as the Granite Bridge Project, which consists of: 1) a new, in-state 27 mile gas transmission pipeline originating in Stratham at the Joint Facilities of Maritimes & Northeast Pipeline and Portland Natural Gas Transmission System, and traversing the N.H. Route 101 N.H. DOT highway corridor to Manchester, where it will connect the Tennessee Gas Pipeline Company Concord Lateral pipeline; and, 2) Liberty is also proposing to construct the Granite Bridge LNG facility on a 140 acre parcel in Epping. The LNG facility will be connected to the Granite Bridge pipeline and will consist of a 2 billion cubic foot, full containment LNG storage tank system with ancillary buildings, with a site development footprint of approximately 15 acres; and,

WHEREAS, Liberty is presently seeking requisite approvals from the New Hampshire Public Utilities Commission in Docket No. DG 17-198 for those issues relating to the Granite Bridge Project for which the N.H. PUC has jurisdiction; Liberty will also be filing an application with the N.H. Site Evaluation Committee for approval of those aspects of the Granite Bridge Project for which the Site Evaluation Committee has jurisdiction as authorized by N.H. RSA 162-H; and,

WHEREAS, Liberty supported Epping's intervention in Liberty's N.H. PUC Docket No. 17-198 filing, in recognition that Epping will be the host community for the Granite Bridge LNG facility, and that the Granite Bridge Project may well present the opportunity for Liberty to supply natural gas to prospective Epping customers in the vicinity of the Route 125/Route 101 highway intersection; and,

WHEREAS, Liberty has also encouraged Epping to plan to intervene in the anticipated N.H. Site Evaluation Committee filing that Liberty expects to make for the Granite Bridge Project; and,

WHEREAS, the Parties recognize that the N.H. PUC and N.H. Site Evaluation Committee proceedings related to the Granite Bridge Project, on the one hand, will present an opportunity for Epping to monitor the proceedings, so that the Selectmen can stay abreast with developments, can weigh-in with questions and testimony consistent with Epping's best interests, and can ensure that Liberty and the PUC and Site Evaluation Committee are aware of how the Granite Bridge Project will impact Epping, including the prospects for gas service within Epping, while on the other hand, participation as suggested by Liberty will have legal and

engineering review expenses that would not otherwise be incurred by Epping but for the Liberty filings with the N.H. PUC and N.H. Site Evaluation Committee; and,

WHEREAS, Liberty has committed to a rigorous, sustained public outreach campaign that will involve engaging key stakeholders and the general public throughout the development, permitting and construction of the Granite Bridge Project, with particular focus on a community such as Epping, that will be hosting the Granite Bridge LNG facility.

NOW, THEREFORE, in consideration of the foregoing, Liberty and Epping hereby agrees as follows:

1. Liberty shall work cooperatively with Epping in the PUC proceedings to help Epping understand and plan for the introduction of natural gas service in Epping, the implications of awarding a natural gas franchise in Epping, and how to most cost effectively offer such natural gas service such that it becomes a viable option for Epping businesses and residents.

2. Liberty and Epping shall work cooperatively in the SEC proceedings to address all of the impacts in Epping that can reasonably be expected to be addressed under the certificate criteria set forth in RSA 162-H. Particularly, Epping and Liberty acknowledge that it will likely be useful and productive for the Parties to be able to reach an agreement in a Memorandum of Understanding that addresses Epping project development impacts including but not limited to: project construction traffic impacts and traffic control; project construction road excavation impacts; project construction blasting impacts and protocols; public safety issues, including fire, police, related equipment requirements; location of laydown and marshalling yards within Epping; project construction scheduling, hours of operation and noise impacts; and, post construction operational safety for the LNG facility.

3. Liberty acknowledges that the cooperative undertakings outlined above will require legal service expenses to be incurred by Epping before the N.H. PUC, which will arise from Epping's participation in the docket, including possible preparation of witnesses' testimony, issuing and responding to data requests, possible attendance at technical sessions, participation in settlement agreement discussions and participation in the final hearings. Further, Liberty acknowledges that Epping's participation in the anticipated N.H. SEC docket will require a more robust participation by Epping compared to the PUC docket, including legal services, engineering reviews and witness testimony preparation, given that the Granite Bridge LNG facility construction will be a substantial development project.

4. Liberty agrees to reimburse Epping for its reasonable legal and other related costs of participating in the N.H. PUC and N.H. SEC dockets. Liberty acknowledges that these are expenses that would not otherwise be incurred by Epping but for the Granite Bridge Project. Such reimbursement is somewhat akin to the reimbursement of expenses that would ordinarily fall upon an applicant appearing before the Epping land use boards. Liberty and Epping agree and acknowledge that this reimbursement obligation does not in any way compromise the

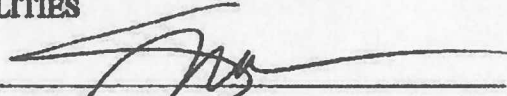
independence of the Epping Board of Selectmen in exercising its duty to look out for the best interests of Epping, its residents and businesses.

5. Such reimbursement shall be made by Liberty to Epping within thirty (30) days after bills for legal, engineers, other professionals or witnesses have been submitted by Epping to Liberty for reimbursement.

6. Either party may terminate this Agreement should the Town of Epping Board of Selectmen formally oppose the Project by providing the other party sixty days' written notice.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP. d/b/a LIBERTY UTILITIES

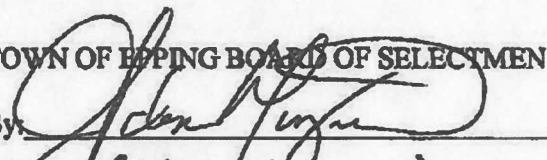
By: 

Name: Susan L. Fleck

Title: President

Date: June 6, 2018

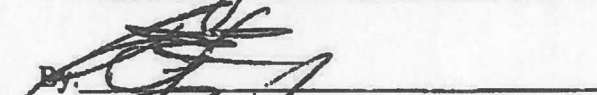
TOWN OF EPPING BOARD OF SELECTMEN

By: 

Name: ADAM MANGUIA
Duly Authorized

Title: Chairman, Board of Selectmen

Date: 4 June 2018

By: 

Name: John J. Jordan

Title: Vice Chairman Board of Selectmen

Date: June 4 2018

By: Tom Dwyer JR

Name: Tom Dwyer JR

Title: Selectman

Date: 6-4-18

By: Michael Ferguson

Name: Michael Ferguson

Title: Selectman

Date: 6/4/18

By: Cody Belanger

Name: Cody Belanger

Title: Selectman

Date: 6-4-18