

## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is dated and is effective as of the 1st day of May, 2014 by and between LIBERTY ENERGY UTILITIES (NEW HAMPSHIRE) CORP., a Delaware corporation with a mailing address of 15 Buttrick Road, Londonderry, New Hampshire 03053 ("Landlord") and LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP., a New Hampshire corporation, with a mailing address of 15 Buttrick Road, Londonderry, New Hampshire 03053 ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant desire to enter into a lease arrangement between them and to define their respective rights, duties and obligations with regard to the Leased Premises (hereinafter defined).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I - LEASED PREMISES

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the nonexclusive right to occupy and utilize the land and building thereon (the "Building") identified as 15 Buttrick Road in the Town of Londonderry, New Hampshire (the "Property"), as more fully set forth on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Leased Premises"). This Lease is a so-called "net, net, net lease" and Tenant shall pay Tenant's Proportionate Share (hereinafter defined) of all expenses incurred in connection with the operation of the Building and the Property so the Rent (hereinafter defined) will be entirely "net" to Landlord.

1.2 For all purposes in this Lease, the term "Tenant's Proportionate Share" shall be twenty-seven percent (27%).

### ARTICLE II - TERM OF LEASE

2.1 The Lease shall remain in effect until terminated by the Tenant or the Landlord with a 120-day notice to the Landlord.

2.2 The term "Lease Year", as used herein, shall, in the case of the first Lease Year, mean the period which commences with the Commencement Date and terminates on December 31 of that year. After the first such Lease Year, "Lease Year" shall mean each twelve (12) full months following the first such Lease Year.

### ARTICLE III - RENT

3.1 (a) Commencing as of the Commencement Date, Tenant shall pay Landlord as base rent for the Leased Premises during the first Lease Year Tenant's Proportionate Share of the amounts set forth in Exhibit B attached hereto and made a part hereof ("Base Rent").

(b) The Base Rent payable by Tenant shall increase annually on January 1 for each year subsequent to the Commencement Date based upon increases in the CPI (hereinafter defined) as follows: the Base Rent for each subsequent year shall be determined by multiplying the Base Rent being paid by Tenant at the beginning of the previous year by a fraction, the numerator of which is the "Consumer Price Index Boston-Brockton-Nashua, MA-NH-ME-CT (1982-84 = 100)", published by the Bureau of Labor Statistics for the United States Department of Labor (the "CPI") for January 1 of the then-current year, and the denominator of which is the CPI for January 1 of the previous year.

(c) Tenant shall not deposit with Landlord any sum as security for the performance by Tenant of the terms of this Lease.

3.2 All rent is payable in advance, without demand, in fixed monthly installments on or before the first (1st) day of each and every month during the term hereof. If this Lease begins on any day other than the first (1st) of any calendar month, then the rent for the first (1st) month will be prorated for the number of days in that month that this Lease is effective. A similar proration will be made for the end of the term.

3.3 The Base Rent and all other sums payable by Tenant hereunder shall be referred to as "Rent". For further sums payable by Tenant as rent (sometimes called "Additional Rent") see ARTICLE V, ARTICLE IX, ARTICLE XIII and ARTICLE XVII.

3.4 Under no circumstances may Tenant be entitled to withhold any rent or other sums due hereunder, or set off against the same, on account of Landlord's purported failure to perform any of its obligations hereunder except as expressly provided herein and except as permitted by law.

3.5 Any payment by Tenant or acceptance by Landlord of an amount less than that due under the terms hereof will be treated as a payment on account, regardless of any endorsement appearing on any such check or any statement made by Tenant to the contrary.

3.6 If rent is not paid within ten (10) days after the date when such rent is due, then from and after notice from Landlord to Tenant following such ten (10) day period, interest shall accrue on the past due payment at the rate of four percent (4%) per annum until paid in full.

### ARTICLE IV - QUIET ENJOYMENT

4.1 Landlord shall put Tenant into nonexclusive possession of the Leased Premises as of the Commencement Date, and Tenant, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, shall peaceably and quietly hold and enjoy the Leased Premises. Tenant acknowledges that its possession of the Leased Premises shall be



occupied and used coextensively with Landlord, its employees, agents and representatives and Liberty Utilities (EnergyNorth Natural Gas) Corp., its employees, agents and representatives.

#### ARTICLE V - COMMON AREAS OF THE BUILDING; MAINTENANCE THEREOF

5.1 The term "Common Area" is defined for all purposes of this Lease as that part of the Building intended for the common use of Landlord and all tenants, including among other facilities (as such may be applicable to the Building) parking areas, landscaping, loading areas, sidewalks, lobbies, hallways, lighting facilities, drinking fountains, meeting rooms, public toilets, and the like but excluding any streets and alleys maintained by any public authority. Landlord reserves the right to change from time to time the dimensions and location of the Common Area, as well as the dimensions of the Building. Tenant, its and customers, and, when duly authorized pursuant to the provisions of this Lease, its subtenants, licensees and concessionaires, shall have the nonexclusive right to use the Common Area. Such use shall be in common with Landlord, other tenants in the Building and other persons permitted by Landlord to use the same, and shall be subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe, including the designation of specific areas within the Building or in reasonable proximity thereto, in which vehicles owned by Tenant, its subtenants, licensees and concessionaires shall be parked. Tenant shall not take any action which would interfere with the rights of other persons to use the Common Area. Landlord shall be responsible for the operation, management, and maintenance of the Common Area, the manner of maintenance and the expenditures therefor to be in the sole discretion of Landlord.

5.2 In addition to Rent and any other charges prescribed in this Lease, Tenant shall pay to Landlord Tenant's Proportionate Share of the cost of ownership, operation and maintenance of the Building, including the Common Area, and the Property (including, among other costs, those for lighting, painting, cleaning, policing, inspecting, repairing, replacing, and removing of snow and ice from the Common Area, and the cost of property taxes, assessments, heating, cooling, water, sewer, electricity and other utilities that may be incurred by Landlord in its discretion, including the cost of maintaining and repairing all utility mains, lines, conduits and other facilities located on, above or under the Common Area, a reasonable allowance for Landlord's overhead costs and for depreciation of maintenance equipment (collectively, the "Common Area Maintenance Charges").

#### ARTICLE VI - CONDITION OF LEASED PREMISES; REPAIRS

6.1 Tenant shall accept the Leased Premises "AS IS", subject only to Landlord's obligations under this Lease. Tenant shall keep the Leased Premises in as good condition as the same were at the commencement of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or casualty insured against excepted.

6.2 Landlord shall maintain the Leased Premises in good condition and repair and the cost of such maintenance shall be reimbursed to Landlord by Tenant as part of the Common Area Maintenance Charges.

6.3 Tenant shall take good care of the Leased Premises and keep the same free from waste at all times. Tenant shall keep the Leased Premises and sidewalks, service-ways and loading areas adjacent to the Leased Premises neat, clean and free from dirt or rubbish at all times, and shall store all trash and garbage within the Leased Premises, arranging for the regular pick-up of such trash and garbage at Tenant's expense. Removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord.

## ARTICLE VII - IMPROVEMENTS BY TENANT

7.1 Tenant may, with the prior written approval of Landlord, which approval shall not be unreasonably withheld, delayed or conditioned, make such reasonable alterations, additions or improvements to the Leased Premises as it deems necessary or desirable, provided, however, that:

- (a) No such alteration, addition or improvement lessens the fair market value of the Leased Premises and all such improvements are performed in class and quality at least equal to the existing construction work.
- (b) Any such alteration, addition or improvement is made in accordance with previously prepared plans and specifications, then such plans and specifications must have the written approval of Landlord (which approval shall not be unreasonably withheld, delayed or conditioned) before any work thereon is commenced.
- (c) Prior to the commencement of work on any such alteration, addition or improvement, Tenant shall procure, at its own cost and expense, all necessary permits; furthermore, the plans and specifications covering the same will have been submitted to and approved by (i) all municipal or other governmental departments or agencies having jurisdiction over the subject matter thereof, and (ii) any mortgagee having an interest in or lien upon the Leased Premises if required by the terms of the mortgage, it being understood that Landlord will not unreasonably refuse to join in any application to any such mortgagee or governmental agency to obtain such approval with respect to any reasonable alteration, addition or improvement.
- (d) In carrying out all such alterations, additions and improvements, Tenant shall comply with the standards, guidelines and specifications imposed by all municipal or other governmental departments and agencies having jurisdiction over the same, including without limitation, all building codes; it being understood, however, that in effecting such alterations, additions and improvements, Tenant shall not be responsible for curing any noncompliance of the Leased Premises with such standards, guidelines, specifications or codes that existed prior to the commencement of the term hereof.
- (e) Prior to the commencement of work on any such alteration, addition or improvements, Tenant shall have procured and delivered to Landlord the policy of Builder's Risk insurance hereinafter referred to in ARTICLE XVIII hereof or additional fire and extended coverage insurance as required by ARTICLE XIX hereof, whichever is applicable.



(f) Any such alteration, addition or improvement made by Tenant pursuant to the terms hereof shall, at the termination of the Lease become and remain the property of Landlord, provided, however, that Landlord may require Tenant to remove any such alterations, additions, and improvements and to restore the Leased Premises to their condition as at the beginning of the term hereof, reasonable wear and tear, taking by eminent domain and damage due to fire or other casualty insured against excepted, if it informs Tenant of this requirement at the time it issues consent to such alteration, addition or improvement.

#### ARTICLE VIII - MACHINERY AND EQUIPMENT; TRADE FIXTURES

8.1 All trade related machinery and equipment, and appurtenances thereto, installed in the Leased Premises by Tenant, or by any agent or subcontractor of Tenant, or by any subtenant of Tenant, shall be removed from the Leased Premises by Tenant and all of such trade related machinery, equipment, furniture, furnishings and trade fixtures installed in the Leased Premises shall be deemed to remain personal property of Tenant and all such machinery, equipment, appurtenances, furniture, furnishings and trade fixtures of Tenant or of any agent or subcontractor or subtenant of Tenant, may be removed prior to the termination of this Lease; and Tenant shall repair any damage occasioned by such removal. Any such property which may be removed pursuant to the preceding sentence and which is not so removed prior to the termination of this Lease may be removed from the Leased Premises by Landlord and stored for the account of Tenant; and if Tenant fails to reclaim such property within thirty (30) days following such termination of this Lease, then such property will be deemed to have been abandoned by Tenant, and may be appropriated, sold, destroyed or otherwise disposed of by Landlord without notice to Tenant and without obligation to account therefor. Tenant shall pay to Landlord the cost incurred by Landlord in removing, storing, selling, destroying or otherwise disposing of any such property in excess of any proceeds, if any, received by the Landlord therefor. Notwithstanding anything in this Article IX to the contrary, Tenant shall not remove any non-trade fixtures and equipment such as HVAC related systems and any systems related to utilities serving the Leased Premises.

#### ARTICLE IX - UTILITIES

9.1 Landlord shall make arrangements for and pay when due all charges for gas, oil, electricity, water, light, heat, air conditioning, sewer, power, telephone and any other services used on or about or supplied to the Leased Premises during the term of this Lease and the cost of such services shall be reimbursed to Landlord as part of Tenant's Proportionate Share. Landlord shall not be liable for any failure of water supply or electric current or of any service by any utility except as may be caused by any act or omission of Landlord; or injury to persons (including death) or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Leased Premises or from any pipes, appliances or plumbing works, on the street or subsurface, or from any other place; or for interference with light or other easements, however caused.



## ARTICLE X - USE OF LEASED PREMISES

10.1 Tenant may use the Leased Premises only for the purpose of operating a natural gas utility company and for other services and purposes reasonably incident thereto and for no other use unless Landlord shall consent in writing to another use, which consent shall not be unreasonably withheld, delayed or conditioned.

10.2 In its use of the Leased Premises, Tenant shall comply with all statutes, ordinances and regulations applicable to Tenant's particular use thereof, including, without limiting the generality of the foregoing, the land use regulations and building codes of the Town of Londonderry, New Hampshire, as now in effect or as hereafter amended (collectively, "Applicable Laws"). Tenant may, instead of complying with Applicable Laws as required herein, contest the same in good faith, provided that such contest is made in a lawful manner.

10.3 Tenant shall not injure or deface, or commit waste with respect to the Leased Premises nor occupy or use the Leased Premises, or permit or suffer any part thereof to be occupied or used by anyone for whom Tenant is legally responsible, for any unlawful or illegal business, use or purpose, nor for any business, use or purpose deemed to be disreputable or extra-hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of any governmental or lawful authority including Boards of Fire Underwriters. Tenant shall, immediately upon the discovery of any such unlawful illegal, disreputable or extra-hazardous use, take, at its own cost and expense, all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove the sub-tenants, occupants or other persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.

10.4 Tenant shall procure any licenses or permits required for any use of the Leased Premises by Tenant.

## ARTICLE XI - HAZARDOUS WASTE

11.1 Tenant shall not use the Leased Premises nor make any contracts, agreements or arrangements for the generation, storage, disposal, discharge, transportation, handling or treatment at or from the Leased Premises of Hazardous Waste or Hazardous Materials (hereinafter defined), except as may be necessary in the ordinary course of the Tenant's business and except in compliance with all applicable Environmental Laws (hereinafter defined). In the event that Hazardous Waste or Hazardous Materials are generated, stored, disposed of, discharged, transported on, handled or treated on the Leased Premises by Tenant or anyone for whom Tenant is legally responsible, Tenant warrants that it will assume responsibility for such Hazardous Waste or Hazardous Materials and that it will abide in accordance with all federal, state and local laws, regulations, rules or orders and will provide cleanup of such Hazardous Waste or Hazardous Materials in accordance with all federal, state and local laws, regulations, rules or orders. Tenant may, instead of complying with such laws, regulations, rules and orders as required herein, contest the same in good faith, provided that such contest is made in a lawful manner. For purposes of this Lease, the terms "Hazardous Waste" and "Hazardous Materials" shall be defined by cumulative reference to the following sources as amended from time to time:



(i) the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq.; (ii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; (iii) Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §9601 et seq.; (iv) Environmental Protection Agency regulations promulgated thereunder; and (v) any federal, state or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise issued or promulgated by any department, agency or other administrative, regulatory or judicial body (collectively, the "Environmental Laws").

11.2 Tenant agrees to defend, indemnify and hold Landlord harmless from and against all liability, loss, cost, damage and expense (including reasonable attorneys' fees) including, without limitation, the costs of any clean-up or detoxification which may be ordered by any governmental authority, any claims by third parties, any business interruption, and any other damages which may result from the presence, release or disposal of any Hazardous Waste or Hazardous Materials at, on, in, under, or from, the Leased Premises after the date of this Lease as a result of the acts or negligence of Tenant or those for whom Tenant is legally responsible occurring on or after the date of this Lease. The foregoing indemnity by Tenant shall survive the termination of this Lease.

11.3 Landlord and Tenant each agrees to promptly notify the other in writing of any summons, citation, directive, notice, letter or other communication it receives, written or oral, from any local, state or federal governmental agency, or of any claim or threat of claim known to it, made by any third party relating to the presence or releasing, spilling, leaking, pumping, emitting, pouring, discharging, emptying or dumping of any Hazardous Waste or Hazardous Materials at, on, in, under or from the Leased Premises.

## ARTICLE XII - ASSIGNMENT; SUBLEASING

12.1 Tenant shall not assign this Lease or its rights hereunder nor sublease the Leased Premises, in whole or in part, without the consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant may, without either notice to, or the consent of, Landlord, provided that the assignee makes an express written assumption in full of Tenant's obligations under this Lease without condition or qualification, (i) assign this Lease in connection with any merger, consolidation, reorganization or other corporate restructuring of Tenant, or any sale of all or substantially all of the stock or assets of Tenant, or (ii) assign this Lease, or sublease the Leased Premises (in whole or in part), to any entity owned and/or controlled by (either directly or indirectly through one or more intermediate entities), owning and/or controlling (either directly or indirectly through one or more intermediate entities), or under common ownership and/or control with, Tenant. Landlord's consent to any one (1) such assignment or sublease will not be deemed to constitute consent to any prior or subsequent assignment or sublease. In the event Tenant sublets the Leased Premises or assigns its rights hereunder with the consent of Landlord, Tenant and Landlord shall share equally any increase in the rent payable by said subtenant or assignee over the rent payable hereunder. Notwithstanding anything herein to the contrary, Landlord shall have the right to assign this Lease or its rights hereunder as it sees fit in its sole and absolute discretion provided that the assignee makes an express written assumption in full of Landlord's obligations under this Lease without condition or qualification.



### ARTICLE XIII - TAXES AND ASSESSMENTS

13.1 Tenant shall pay, in addition to Base Rent and other charges, an amount equal to Tenant's Proportionate Share of "Real Estate Taxes" (hereinafter defined) and levies and charges and governmental impositions, duties and charges of like kind and nature which are or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien or liens upon the Building and the Property or any part thereof, or upon any buildings or appurtenances thereto or any parts thereof, or which may become due and payable with respect thereto and any and all taxes charged, laid or levied in addition to the foregoing under or by virtue of any present or future laws, requirements, rules, orders, directions, ordinances or regulations of the United States of America, the State of New Hampshire, County of Hillsborough or Town of Londonderry, New Hampshire government, or of any other lawful authority whatsoever.

13.2. "Real Estate Taxes" means all real estate taxes, sewer taxes, and any other charges made by a public authority which upon assessment or failure of payment become a lien or liens upon the Leased Premises or any part thereof, or upon any buildings or appurtenances thereto, or any parts thereof, or which may become due and payable with respect thereto. If any betterment assessments are payable by law in installments, then said betterment assessments are deemed payable not for the period in which the same are assessed but in installments for the periods in which the installments thereof are payable. If Landlord shall have the right to elect the period over which any such assessment may be paid, then Landlord shall elect the longest period available to Landlord. Real Estate Taxes shall not include any franchise, succession, capital levy, income tax or transfer tax of Landlord.

13.3. Tenant shall pay in full directly to the Landlord the Tenant's Proportionate Share of Real Estate Taxes on or before the due date for the current tax year.

13.4 Tenant shall also punctually pay the Landlord and discharge all taxes which are or may during the term of this Lease be charged, laid, levied or imposed upon or become a lien upon any personal property of Tenant attached to or used in connection with Tenant's business conducted on the Leased Premises which personal property constitutes a fixture. Nothing herein contained requires Tenant to pay any taxes on the Rent reserved to Landlord hereunder.

### ARTICLE XIV - MECHANIC'S LIEN

14.1 In the event of the filing of any notice of a builder's, supplier's or mechanic's lien on the Leased Premises arising out of any work performed by or on behalf of Tenant, Tenant shall cause without delay proper proceedings to be instituted to test the validity of the lien claimed, and before the end of the term to discharge the same by the posting of bond or otherwise; and during the pendency of any such proceeding, Tenant shall completely defend and indemnify and hold Landlord harmless from and against any such claim or lien and shall bear all costs and expenses of such proceedings, including any costs or expenses incurred by Landlord, wherein the validity of such lien is contested by Tenant, and during the pendency of such proceeding such lien may continue until disposition of such proceeding, and after disposition thereof, Tenant shall cause said lien to be released and discharged.



## ARTICLE XV - EMINENT DOMAIN

15.1 If the Leased Premises are lawfully condemned or taken by any public authority either in their entirety or in part such that, in Tenant's reasonable discretion, they are no longer suitable for the intended use by Tenant, then Tenant may, by providing written notice to Landlord within thirty (30) days after Tenant receives notice that such taking is final, terminate this Lease as of the date when possession of the Leased Premises is taken by such public authority, and each party hereto will be relieved of any further obligation to the other except that Tenant shall be liable for and shall promptly pay to Landlord any rent or other payments due hereunder then in arrears or Landlord shall promptly rebate to Tenant a pro rata portion of any rent or other such payments paid in advance. Any award for the property so condemned or taken will be payable solely to Landlord except so much of the award as is specifically and separately awarded to Tenant, including, without limitation, so much of the award as is attributable to the machinery, equipment and appurtenances constructed or installed thereon by Tenant at its expense after the beginning of the term hereof which could have been removable by Tenant pursuant to ARTICLE VIII hereof.

## ARTICLE XVI - LIABILITY

16.1 Except as may be caused by the gross negligence or intentional misconduct of Landlord or those for whom Landlord is responsible, Landlord shall not be liable for any injury or damage to any person happening on or about the Leased Premises or for any injury or damage to the Leased Premises or to any property of Tenant or to any property of any third person, firm, association, or corporation on or about the Leased Premises. Subject to Section 20.2 hereof, Tenant shall defend (with counsel reasonably acceptable to Landlord), indemnify and hold Landlord harmless from and against any and all liability and damages, costs and expenses, including reasonable attorneys' fees, and from and against any and all suits, claims and demands for property damage or personal injury, by and on behalf of any person, firm, association or corporation arising out of or based upon the negligence or misconduct of Tenant or those for whom Tenant is legally responsible.

## ARTICLE XVII LANDLORD'S INSURANCE

17.1 The term "Insurance Premiums" shall mean the total annual insurance premiums which accrue on all property insurance, boiler insurance, public liability and property damage insurance and any other insurance which, from time to time, may, at Landlord's election, be carried by Landlord with respect to the Building or the Property during any applicable calendar year (or portion thereof) occurring during the Lease Term. In the event that Tenant's activities in the Leased Premises cause an increase in Landlord's Insurance Premiums, then such increase due to Tenant's use shall be paid by Tenant upon demand from Landlord.

17.2 Monthly, during the first year of the term of this Lease, Tenant will pay to Landlord the Tenant's Proportionate Share of the Insurance Premiums (which may be estimated by Landlord), monthly in advance, payable at the same time and place as the Base Rent is payable, except, however, if the Lease Term does not begin on the first date of a calendar month, Tenant shall pay



a pro rata portion of such sum for such partial month. Landlord shall have the right to adjust such monthly estimate on an annual basis, pursuant to the following paragraph hereof.

17.3 At the end of each calendar year occurring during the term of this Lease (subsequent to the termination of this Lease, if such occurs on a date other than the last day of the calendar year), Landlord shall give Tenant notice of the total amount paid by Tenant for the relevant calendar year together with the actual amount of Tenant's Proportionate Share of Insurance Premiums for such calendar year. If the actual amount of Tenant's Proportionate Share of the Insurance Premiums with respect to such period exceeds the aggregate amount previously paid by Tenant with respect thereto during such period, Tenant shall pay to Landlord the deficiency within thirty (30) days following notice from Landlord. If the aggregate amount previously paid by Tenant with respect thereto exceeds Tenant's Proportionate Share of the Insurance Premiums Cost for such period, then, at Landlord's election, such surplus (net of any other amounts then owing by Tenant to Landlord) may be credited against the next ensuing installment of any such cost due hereunder by Tenant or returned to Tenant. Periodically, during the term of this Lease, Landlord shall have the right to estimate Tenant's Proportionate Share of Insurance Premiums for the next fiscal period (determined by Landlord) of the term of this Lease, whereupon, Tenant shall pay Landlord such amount as may be so indicated by Landlord.

#### ARTICLE XV'III - LIABILITY INSURANCE

18.1 Tenant shall, from the date on which it takes possession of the Leased Premises, even if such date precedes the commencement of the term hereof, and throughout the term hereof procure and carry at its own expense comprehensive liability insurance on the Leased Premises insuring both Landlord and Tenant and property insurance covering all of Tenant's personal property in the Leased Premises with an insurance company authorized to do business in New Hampshire.

#### ARTICLE XIX - BUILDER'S RISK INSURANCE

19.1 During any period or periods of construction by Tenant on the Leased Premises, the construction of which (a) is of a type to which Builder's Risk Insurance is applicable and (b) requires the advance written approval of Landlord pursuant to ARTICLE VII hereof, Tenant shall obtain and maintain in effect standard Builder's Risk Insurance written on a completed value basis, including extended coverage, and utilizing a maximum value at date of completion not less than the greater of (a) the aggregate contract price or prices for the construction of such facilities or (b) the amount which may be required by a mortgagee which is financing such construction. Such insurance shall be obtained from an insurance company authorized to do business in New Hampshire and acceptable to Landlord, and Tenant shall furnish to Landlord a certificate of such insurance which shall provide that the insurance indicated therein shall not be canceled without at least thirty (30) days' prior written notice to Landlord. If such construction by Tenant is of a type to which Builder's Risk Insurance is not applicable, then Tenant shall provide the necessary additional coverage under the policies referred to in ARTICLE XX hereof.

#### ARTICLE XX - FIRE AND EXTENDED COVERAGE INSURANCE



20.1 Tenant shall procure and continue in force during the term hereof, all-risk insurance which contains fire and extended coverage upon the buildings, facilities, fixtures and appurtenances constructed, erected or installed on or in the Leased Premises and which have or may become the property of the Landlord pursuant to this Lease (collectively, the "Improvements"), in an amount equal to one hundred percent (100%) of the full replacement value of the Improvements and in any event in an amount sufficient to preclude any claim on the part of the insurer for coinsurance under the terms of the applicable policies. Tenant shall deliver to Landlord certificates evidencing the insurance required to be maintained by Tenant as provided above.

20.2 If and to the extent permitted without prejudice to any rights of Landlord under the applicable insurance policies, Tenant shall be held free and harmless from liability for loss or damage to the Leased Premises that is either actually insured against by Landlord or that could have been covered by the fire insurance that Landlord is required hereunder to obtain and maintain, whether or not such insurance is actually obtained and maintained, and whether or not such loss or damage is the result of the negligence or willful misconduct of Tenant, or anyone for whom Tenant is legally responsible. This Section does not impose any added obligation or expense upon Landlord nor require that it carry any insurance of any kind and is to be construed only as a limitation upon the rights of the insurance carriers to subrogation, and Landlord agrees to obtain a waiver of subrogation from such insurance carriers whenever available.

20.3 If and to the extent permitted without prejudice to any rights of Tenant under the applicable insurance policies, Landlord shall be held free and harmless from liability for loss or damage to personal property of Tenant in the Leased Premises that could have been covered by the insurance that Tenant is required hereunder to obtain and maintain, whether or not such insurance is actually obtained and maintained, and whether or not such loss or damage is the result of the negligence or willful misconduct of Landlord or anyone for whom Landlord is legally responsible. This Section does not impose any added obligation or expenses upon Tenant nor require that it carry any insurance of any kind and is to be construed only as a limitation upon the rights of the insurance carriers to subrogation, and Tenant agrees to obtain a waiver of subrogation from such insurance carriers whenever available.

#### ARTICLE XXI - DESTRUCTION OR DAMAGE

21.1 Except as provided in Section 21.2 hereof, in the event of partial or total destruction of the Leased Premises during the term of this Lease by fire or other casualty actually insured against Landlord shall, as promptly as practicable after receipt of insurance proceeds available as a result of such casualty, repair, reconstruct or replace the portions of the Leased Premises destroyed to substantially their condition and value immediately prior to such destruction to the extent of such insurance proceeds. During the period of such repair, reconstruction and replacement, there shall be an equitable abatement of Rent hereunder from the date of such casualty in proportion to the loss of usable floor area in the Improvements.

21.2 If the Leased Premises are destroyed by fire or other casualty and either (a) an independent engineer or architect promptly certifies that the Leased Premises cannot reasonably



be expected to be susceptible of repair, reconstruction or replacement (i) within a period of six (6) months from the date work were to commence thereon, or (ii) with the insurance proceeds, if any, as are available or reasonably anticipated to be available as a result of such fire or other casualty, or (b) Landlord is unable to obtain permits for the repair, reconstruction or replacement of the Leased Premises from governmental authorities following Landlord's diligent efforts to obtain the same, or if such fire or other casualty occurs during the last year of the term of this Lease, then in any of such events, either Landlord or Tenant may terminate this Lease by giving written notice to the other within thirty (30) days after the date of such certification or final governmental denial of permits, as the case may be. Furthermore, if despite diligent efforts, Landlord has been unable to restore the Leased Premises to their condition prior to such damage or destruction within ten (10) months following the date of such casualty, Tenant may terminate this Lease by written notice to Landlord within fifteen (15) days of the expiration of such ten (10) month period. In the event of any notice of termination as hereinabove provided, this Lease shall terminate as of, and Rent shall be appropriately apportioned through, and abated from and after, such notice of termination.

## ARTICLE XXII - REPOSSESSION BY LANDLORD

22.1 At the termination of this Lease for any cause herein provided for, Tenant shall peaceably and quietly quit the Leased Premises and deliver possession of the same to Landlord together with the improvements thereon at the beginning of the term hereof and all improvements constructed thereon by Tenant which are not removed pursuant to the terms hereof, and all machinery, equipment and appurtenances installed therein which are not to be removed pursuant to ARTICLE VIII hereof.

## ARTICLE XXIII - MORTGAGE LIEN

23.1 Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of any mortgage or other; provided, however, that any future subordination of this Lease shall be conditioned upon the execution and delivery by the mortgagee or trustee of an agreement reasonably acceptable to Tenant (i) that so long as Tenant is not in default under the terms of this Lease the mortgagee or any person succeeding to the rights of the mortgagee or any purchaser at a foreclosure sale under said mortgage, shall not disturb the peaceful possession by Tenant of the Leased Premises, or any of Tenant's other rights hereunder, and (ii) that the proceeds of insurance policies received by it in settlement of losses under insurance policies held by it will be applied to the cost of repairs and restoration in those instances in which Landlord is obligated to repair and restore pursuant to the provisions hereof.

## ARTICLE XXIV - DEFAULT

24.1 In the event that (i) any installment of rent or Additional Rent is not paid within ten (10) days after Tenant's receipt of notice from Landlord that the same was not paid when due; or (ii) Tenant defaults in the performance or observance of any other covenant or condition in this Lease and such default is not remedied within thirty (30) days after written notice thereof has been given to Tenant by Landlord or if such default is not reasonably susceptible of cure in such



thirty (30) day period, after such longer period as is necessary, in the exercise of reasonable diligence, for the Tenant to cure such default or (iii) any warranty or representation made by Tenant herein proves to be false or misleading, or (iv) Tenant makes an assignment for the benefit of creditors, a custodian is appointed or takes possession of its assets other than a trustee, receiver or agent appointed or authorized to take charge of less than substantially all of the property of Tenant for the purpose of enforcing a lien against such property, or (v) Tenant or any trustee, custodian or receiver for Tenant, commences any proceeding relating to Tenant or any substantial part of its property under any plan of reorganization or arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or there is commenced against Tenant any such proceeding which is not dismissed within a period of sixty (60) days, or (vi) any order approving the petition in any such proceeding is entered, or Tenant by any act indicates its consent to, or acquiescence in, any such proceeding or the appointment of any receiver or trustee for Tenant or any substantial part of its property, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, then, in any of such events, Landlord may immediately or at any time thereafter and without demand or notice enter upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and expel Tenant and those claiming through or under Tenant and remove their effects forcibly if necessary, without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon such entry this Lease will terminate, and in case of such termination or in case of termination under the provisions of statute by reason of the default of Tenant, Tenant shall remain and continue liable to Landlord in an amount equal to the total Base Rent reserved for the balance of the then-remaining term of the current Lease Year plus all Additional Rent reserved for the balance of such term less the net amounts (after deducting the reasonable expenses of repair, renovation or demolition) which Landlord realizes, or with due diligence should have realized, from the re-letting of the Leased Premises, plus all reasonable costs associated with the termination of the Lease, including Landlord's reasonable attorneys' fees. Landlord will have the right from time to time to re-let the Leased Premises upon such terms as it deems fit at then-current market rents, and if a sufficient sum is not thus realized to yield the net rent required under this Lease, Tenant shall satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease. Nothing herein contained will be deemed to require Landlord to await the date on which this Lease, or the term hereof, would have expired had there been no default by Tenant, before suit by Landlord to collect such deficiencies. Landlord's rights and remedies under this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by Landlord, will be deemed to be in exclusion of any of the others herein or by law or equity provided. Nothing contained in this Section 24.1 will limit or prejudice the right of Landlord to prove and obtain, in proceedings involving the bankruptcy or insolvency of, or a composition with creditors by, Tenant the maximum allowed by any statute or rule of law at the time in effect.

24.2 Notwithstanding anything to the contrary contained herein, for all purposes and in all contexts under this Lease, Tenant shall not be deemed to be in "default" until all applicable notice, grace and cure periods have expired.



## ARTICLE XXV - ACCESS TO PREMISES

25.1 Landlord or its agents or representatives shall have free access to the Leased Premises at all times for the purpose of inspection, or for the purpose of showing the Leased Premises to prospective purchasers or tenants, or for the purpose of making repairs which Tenant is obligated to make hereunder but has failed or refused to make after the expiration of all notice, grace and cure periods; provided, that (with the exception of emergency situations), Landlord shall not unreasonably interfere with Tenant's business. The preceding sentence does not impose upon Landlord any obligation to make repairs. During the ninety (90) day period preceding the termination of this Lease, Landlord may keep affixed to any suitable part of the outside of the building on the Leased Premises or on the grounds a notice that the Leased Premises is for sale or rent.

## ARTICLE XXVI - NOTICES

26.1 Any written notice, request or demand required or permitted by this Lease will, until either party notifies the other in writing of a different address, be properly given if hand delivered or sent by certified or registered first class mail, postage prepaid, and addressed to Landlord or Tenant at the addresses set forth in the first paragraph of this Agreement (until either party gives notice to the other in the foregoing manner of a different address). Any such notice shall be deemed given when mailed or delivered by hand, except that if any time period commences hereunder with notice, such time period shall be deemed to commence when postal or carrier service records indicate such notice was delivered or delivery was first attempted.

## ARTICLE XXVII - SIGNS; EXTERIOR APPEARANCE

27.1 Tenant may construct a sign relating to the advertisement of its presence in the Leased Premises, and any materials used in this sign will remain the property of Tenant; provided, however, that Landlord has the prior right to approve the sign of Tenant, which approval shall not be unreasonably withheld, delayed or conditioned, and any and all such signs must comply with all applicable laws and ordinances including, without limitation, all applicable zoning ordinances. Any electricity used in operating said sign will be paid for by Tenant.

## ARTICLE XXVIII - NO BROKER

28.1 The parties covenant that no broker was involved in any capacity in bringing about the relationship evidenced by this Lease; and further agree that if any claim on behalf of any other broker or agent is made or upheld, then the party against or through whom such claim is made shall defend (with counsel reasonably acceptable to the other party), indemnify and hold the other harmless against any damages, costs or expenses in any way attributable to such claim, including without limitation reasonable attorneys' fees.



## ARTICLE XXIX - SUCCESSION

29.1 This Lease is binding upon and will inure to the benefit of the administrators, successors and permitted assigns of the parties hereto.

## ARTICLE XXX - WAIVER

30.1 Any consent, express or implied, by either Landlord or Tenant to any breach by the other of any covenant or condition of this Lease will not constitute a waiver by Landlord or Tenant of any prior or succeeding breach by the other party of the same or any other covenant or condition of this Lease. Acceptance by Landlord of rent or other payment with knowledge of a breach of or default under any condition hereof by Tenant will not constitute a waiver by Landlord of such breach or default.

## ARTICLE XXXI - GOVERNING LAW

31.1 This Lease will be construed and interpreted in accordance with the laws of the State of New Hampshire, excluding its choice of law rules or rulings.

## ARTICLE XXXII - COUNTERPARTS

32.1 This Lease may be executed in two (2) or more counterparts, each of which will be deemed an original and all collectively but one and the same agreement.

## ARTICLE XXXIII - MODIFICATION; ENTIRE AGREEMENT

33.1 This Lease contains and embraces the entire agreement between the parties hereto and no part of it may be changed, altered, amended, modified, limited or extended orally or by agreement between the parties unless such agreement is expressed in writing and signed by Landlord and Tenant or their respective successors in interest. This Lease supersedes any and all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, between the parties hereto with respect to the subject matter hereof.

## ARTICLE XXXIV - SECTION HEADINGS

34.1 The headings at the beginning of each of the Sections in this Lease are solely for purposes of convenience and identification and are not to be deemed or construed to be part of this Lease.

## ARTICLE XXXV - SEVERABILITY

35.1 If any term, clause or provision of this Lease is judged to be invalid and/or unenforceable, the validity and/or enforceability of any other term, clause or provision in this Lease will not be affected thereby.

#### ARTICLE XXXVI - LIMITED LIABILITY

36.1 Notwithstanding anything contained herein to the contrary, neither Landlord nor Tenant shall be liable hereunder to the other for any indirect, unforeseeable, special or punitive damages arising directly or indirectly out of its failure to perform, or otherwise comply with, its obligations under this Lease.

#### ARTICLE XXXVII - LANDLORD DEFAULT; TENANT SELF-HELP

37.1 It is agreed that if at any time a dispute shall arise as to any amount or sum of money to be paid by Tenant to Landlord under any provision of this Lease, then Tenant shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and therefore shall survive the right on the part of Tenant to institute suit for the recovery of such sum, and if it shall be finally adjudged that there was no legal obligation on the part of Tenant to pay such sum or any part thereof, Tenant shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the appropriate provision of this Lease, in which case such amount shall be offset against future amounts payable by Tenant hereunder. The party who loses such suit for the recovery of such sums shall pay the reasonable legal fees incurred by the party who wins such suit.


*[signature page follows]*



IN WITNESS WHEREOF, the parties have executed and made this Lease effective as of the day and year hereinbefore first written.


LIBERTY ENERGY UTILITIES  
(NEW HAMPSHIRE) CORP.  
("Landlord")

  
Witness

By:   
Name: Richard H. Gehr  
Title: President

LIBERTY UTILITIES (GRANITE STATE  
ELECTRIC) CORP.  
("Tenant")

  
Witness

By:   
Name: Kevin M. McCarthy  
Title: V.P. Finance

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 2nd day of July, 2014 by Richard Leach, President of Liberty Energy Utilities (New Hampshire) Corp., a Delaware corporation, on behalf of said corporation.

Sarah B. Knowlton

Justice of the Peace/Notary Public

My Commission Expires: \_\_\_\_\_

Notary Seal or Stamp:

[Sign in Black Ink]

**SARAH B. KNOWLTON, Notary Public**  
My Commission Expires May 11, 2016

STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 2nd day of July, 2014 by Kevin McCarthy, VP of Finance of Liberty Utilities (Granite State Electric) Corp., a New Hampshire corporation, on behalf of said corporation.

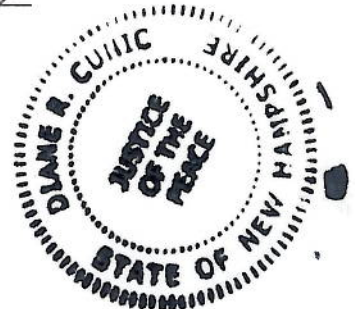
Diane R. Guille

Justice of the Peace/Notary Public

My Commission Expires: 9-12-2019

Notary Seal or Stamp:

[Sign in Black Ink]





**Exhibit A**

**Legal Description/Plan of Leased Premises**

**MAP 7 LOT 34-1, 15 BUTTRICK ROAD, LONDONDERRY, NH**

A CERTAIN TRACT OF LAND LOCATED ON BUTTRICK ROAD, IN THE TOWN OF LONDONDERRY, COUNTY OF ROCKINGHAM, AND STATE OF NEW HAMPSHIRE, BEING MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

1. BEGINNING AT A POINT ON THE EASTERLY SIDE OF BUTTRICK ROAD, AT THE NORTHERLY CORNER OF THE PREMISES AS DEPICTED ON PLAN ENTITLED "ALTA/ACSM LAND TITLE SURVEY, TAX MAP 7 LOT 34-1, 13 BUTTRICK ROAD, LONDONDERRY, NEW HAMPSHIRE, DECEMBER 18, 2012" AS PREPARED BY PROMISED LAND SURVEY, LLC OF DERRY, NH; THENCE
2. S 76°02'06" E FOR A DISTANCE OF 330.33' ALONG THE BOUNDARY OF ABUTTING MAP 7 LOT 34 AS DEPICTED ON SAID PLAN TO A POINT AT THE WESTERLY RIGHT OF WAY LINE OF NASHUA ROAD (NH ROUTE 102); THENCE
3. S 13°58'08" W FOR A DISTANCE OF 821.78' ALONG THE WESTERLY RIGHT OF WAY OF NASHUA ROAD AS DEPICTED ON SAID PLAN TO A POINT IN A STONE WALL AT THE ABUTTING MAP 6 LOT 28; THENCE
4. N 31°00'08" W FOR A DISTANCE OF 49.46' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AND STONE WALL AS DEPICTED ON SAID PLAN TO A POINT; THENCE
5. S 58°59'52" W FOR A DISTANCE OF 18.60' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AS DEPICTED ON SAID PLAN TO A POINT; THENCE
6. N 30°05'52" W FOR A DISTANCE OF 11.02' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AS DEPICTED ON SAID PLAN TO A POINT; THENCE
7. N 23°04'06" W FOR A DISTANCE OF 237.18' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AS DEPICTED ON SAID PLAN TO A POINT; THENCE
8. N 19°29'06" W FOR A DISTANCE OF 88.71' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AS DEPICTED ON SAID PLAN TO A POINT; THENCE
9. N 16°06'06" W FOR A DISTANCE OF 133.55' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AS DEPICTED ON SAID PLAN TO A POINT; THENCE
10. N 40°42'58" W FOR A DISTANCE OF 83.82' ALONG THE BOUNDARY OF ABUTTING MAP 6 LOT 28 AS DEPICTED ON SAID PLAN TO A POINT AT THE EASTERLY SIDE OF BUTTRICK ROAD; THENCE
11. BY THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.73' FOR AN ARC LENGTH OF 161.86' ALONG THE EASTERLY SIDE OF BUTTRICK ROAD TO A POINT; THENCE
12. N 20°10'55" E FOR A DISTANCE OF 206.98' ALONG THE EASTERLY SIDE OF BUTTRICK ROAD TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 218,805 SQ. FT. OR 5.02 ACRES, MORE OR LESS.

**Exhibit B**

**Base Rent and Other Lease Information**

**Rentable Square Footage of the Building** is deemed to be 24,740 square feet

**Base Rent**

<b><u>Annual Base Rent</u></b>	<b><u>Monthly Base Rent</u></b>	<b><u>Annual Rate/RSF</u></b>
\$189,755.80	\$15,812.98	\$7.67

**Tenant's Proportionate Share:** 27%

**Commencement Date:** May 1, 2014