

**SUMMIT NATURAL GAS OF MAINE, INC.**  
**2017 COMMERCIAL CONVERSION PROMOTIONAL REBATE PROGRAM**

Effective February 9, 2017, the following terms and conditions of this 2017 Commercial Conversion Promotional Rebate Program (“Program”) apply to the 2017 Commercial Conversion Promotional Rebate (“Promotional Rebate”) being offered by Summit Natural Gas of Maine, Inc. (“Summit”) to customers receiving or who will receive commercial service, as defined in Summit’s tariff (each, a “Participant”).

1. **Terms & Conditions:** By applying for or using this Promotional Rebate, Participant agrees to be bound by these terms and conditions.
2. **Eligibility:** A Promotional Rebate, per natural gas meter, is available to any commercial customer who owns or leases property within Summit’s natural gas service territory that has not previously been converted to or otherwise received natural gas service (“Property”). Unless otherwise agreed by Summit in writing, to be eligible to receive a Promotional Rebate for a natural gas meter, Participant must by
  - September 30, 2017, execute Summit’s commercial customer agreement for the Property;
  - December 31, 2017, convert the Property to natural gas service;
  - December 31, 2017, begin receiving at the Property natural gas service from Summit; and
  - March 31, 2018, complete and submit Summit’s 2017 Commercial Conversion Promotional Rebate Form, which shall include documentation of converting the Property to natural gas service (collectively, the “Eligibility Requirements”).

Failure to meet any of the Eligibility Requirements renders Participant ineligible to receive this Promotional Rebate. A commercial customer owning or leasing a Property that currently receives, or previously received, natural gas service from Summit is ineligible to receive this Promotional Rebate. This Promotional Rebate is not available for commercial customers owning or leasing new construction properties. This Promotional Rebate is not available for customer receiving residential service, as defined in Summit’s tariff. Participants are limited to one Promotional Rebate per natural gas meter.

3. **Eligibility Verification:** Promotional Rebates under this Program will be issued at Summit’s sole discretion. Summit reserves the right, at any time and for any reason, to verify the validity of all information submitted by Participant and determine whether Participant meets the Eligibility Requirements. Summit may disqualify any Participant at any time and for any reason.
4. **Promotional Rebate Amount:** Up to \$5,500, as further described in paragraph 5.
5. **Details:** The purpose of this Promotional Rebate is to offset Participant’s cost of converting the Property to natural gas service. To receive this Promotional Rebate, Participant must meet all Eligibility Requirements by the dates set forth in paragraph 2 and is subject to Eligibility Verification as set forth in paragraph 3. The total value of this Promotional Rebate, per natural gas meter, is subject to the application of the Natural Gas Conversion and Incentive Rebate for Small and Large Commercial Customer Classes, if applicable, and is based on the cost to convert the Property to natural gas service, but in no event shall exceed \$5,500. If the cost of converting to natural gas service (after redemption of the Natural Gas Conversion and Incentive Rebate for Small and Large Commercial Customer Classes, if applicable) is less than \$5,500, Participant may submit a written request to Summit to apply the remaining Promotional Rebate amount towards the costs of converting to natural gas service additional appliances within the Property. Summit may approve or deny such requests at its sole discretion. Summit will not issue, under any circumstance, a cash

payment to Participant for the remaining Promotional Rebate amount. This Promotional Rebate has no cash value.

6. **Expiration:** This Program expires March 31, 2018.
7. **Exclusivity:** Except for the rebates offered in Summit's tariff, including the Natural Gas Conversion and Incentive Rebate for Small and Large Commercial Customer Classes, this Promotional Rebate may not be combined with any other Summit rebates, incentives, or promotions.
8. **Transferability:** This Promotional Rebate is transferable only with Summit's prior written consent. This Promotional Rebate is not for resale and not redeemable for cash.
9. **No Liability:** PARTICIPATION IN THIS PROGRAM IS VOLUNTARY. PARTICIPANT AGREES TO INDEMNIFY, RELEASE, AND HOLD HARMLESS SUMMIT, ITS PARENT AND AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (EACH, AN INDEMNITEE) AGAINST ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST AND/OR EXPENSE, INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' AND EXPERTS' FEES, WHICH AN INDEMNITEE INCURS OR SUFFERS BY REASON OF, OR IN CONNECTION WITH ANY THIRD-PARTY CLAIM ARISING OUT OF OR RELATED TO THIS PROGRAM. IN NO EVENT SHALL ANY INDEMNITEE BE LIABLE FOR ANY LOSS, DAMAGE, LIABILITY, CLAIM, COST AND/OR EXPENSE THAT ARISES OUT OF OR RELATES TO THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF ANY CONTRACTOR PERFORMING NATURAL GAS CONVERSION SERVICES FOR OR ON BEHALF OF PARTICIPANT.
10. **Modification or Termination:** Summit reserves the right to modify, discontinue, or terminate a Promotional Rebate or this Program, or any aspect thereof, at any time, with or without notice, for any reason whatsoever, including, without limitation, if there has been any printing, production, distribution, or other error in any communication, or where there has been any error in the preparation for or conduct of this Program. Any modified terms will be posted to the official Rebate website at [www.summitnaturalgasmaine.com/rebates](http://www.summitnaturalgasmaine.com/rebates) and will be submitted to the Commission's Case Management System with an effective date indicated therein. Summit's decisions on all matters regarding this Program are final.
11. **Applicable Law:** This Program, and any disputes relating thereto, shall be governed by and construed in accordance with the internal laws of the State of Maine without giving effect to any choice or conflict of law provision or rule (whether of the State of Maine or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Maine.
12. **Dispute Resolution:** ANY DISPUTE ARISING OUT OF OR RELATING TO THIS PROGRAM SHALL BE RESOLVED THROUGH LITIGATION IN THE STATE OR FEDERAL COURTS LOCATED IN PORTLAND, MAINE. SUCH COURTS SHALL HAVE PERSONAL JURISDICTION OVER ALL PARTIES AND VENUE IN SUCH COURTS SHALL BE EXCLUSIVE. PARTICIPANT SHALL NOT CONSOLIDATE CLAIMS BY OR AGAINST OTHER PARTICIPANTS, OR LITIGATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN THE EVENT OF LITIGATION, SUMMIT AND PARTICIPANT WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY, WITH THIS WAIVER BEING

GIVEN KNOWINGLY, VOLUNTARILY, AND INTENDING TO ENCOMPASS EVERY ISSUE AS TO WHICH A TRIAL BY JURY WOULD OTHERWISE BE AVAILABLE.

13. **Contact Information:** Individuals with questions may call (207) 621-8000, extension 778, for assistance or visit [www.summitnaturalgasmaine.com/rebates](http://www.summitnaturalgasmaine.com/rebates) for additional details.

Version 1 – January 10, 2017.