

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

Effective February 9, 2017, the following terms and conditions of this 2017 Residential Conversion Promotional Rebate Program (“Program”) apply to the 2017 Residential Conversion Promotional Rebate (“Promotional Rebate”) being offered by Summit Natural Gas of Maine, Inc. (“Summit”) to customers receiving or who will receive residential services, 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 customer over the age of 18 who owns or resides in a residential building or residential unit in such a building that is located within Summit’s natural gas service territory that has not previously been converted to or otherwise received natural gas service (“Residential Building”). 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 residential customer agreement for the Residential Building;
 - December 31, 2017, convert the Residential Building’s primary heating system to natural gas service;
 - December 31, 2017, begin receiving at the Residential Building natural gas service from Summit; and
 - March 31, 2018, complete and submit Summit’s 2017 Residential Conversion Promotional Rebate Form, which shall include documentation of converting the Residential Building’s primary heating system 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 customer owning or residing in a Residential Building that currently receives, or previously received, natural gas service from Summit as its primary heating system is ineligible to receive this Promotional Rebate. This Promotional Rebate is not available for customers receiving commercial service, as defined in Summit’s tariff. This Promotional Rebate is not available for new construction properties. 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 \$2,250, as further described in paragraph 5.
5. **Details:** The purpose of this Promotional Rebate is to offset Participant’s cost of converting his/her Residential Building’s primary heating system 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 the Promotional Rebate, per natural gas meter, is subject to the application of the Natural Gas Conversion and Conservation Incentive Rebate, if applicable, and is based on the cost to convert the Residential Building’s primary heating system to natural gas service, but in no event shall exceed \$2,250. If the cost of converting the Residential Building’s primary heating system to natural gas service is less

than \$2,250 (after redemption of the Natural Gas Conversion and Conservation Incentive Rebate, if applicable), Participant may submit a written request to Summit to apply the remaining Promotional Rebate amount towards the cost of converting to natural gas service additional Residential Building appliances, such as water heaters and kitchen appliances. Summit may approve or deny such requests at Summit's sole discretion. Summit will not issue, under any circumstance, a cash payment to Participant for the remaining Promotional Rebate amount. The Promotional Rebate has no cash value.

6. **Expiration:** This Program expires March 31, 2018.
7. **Exclusivity:** Except for rebates offered in Summit's tariff, including the Natural Gas Conversion and Conservation Incentive Rebate, this Promotional Rebate may not be combined with any other Summit rebates, incentives, or promotions.
8. **Transferability:** The Promotional Rebate is transferable only with Summit's prior written consent. The 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 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 for additional details.

Version 1 - January 10, 2017.