THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 1 of 12

# nationalgrid

Thomas R. Teehan Senior Counsel Rhode Island

April 2, 2012

# VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk RI Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

# RE: 2012 Service Contract between National Grid USA Service Company, Inc. and The Narragansett Electric Company

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six (6) copies of the Service Contract ("Agreement") between National Grid USA Service Company, Inc. and The Narragansett Electric Company dated April 1, 2012. I certify that the enclosed documents are accurate copies of the Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

Juhn

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, RI Division

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 2 of 12

# NATIONAL GRID USA SERVICE COMPANY, INC. 40 Sylvan Road Waltham, Massachusetts 02451

# SERVICE CONTRACT

Dated as of: April 1, 2012

# THE NARRAGANSETT ELECTRIC COMPANY 280 Melrose Street Providence, RI 02907

National Grid USA Service Company, Inc. (hereinafter called Service Company) is a company engaged primarily in the rendering of services to companies in the National Grid USA holding company system. The organization, conduct of business and method of cost allocation of the Service Company are designed to result in the performance of services and the provision of goods economically and efficiently for the benefit of associate companies at cost, fairly and equitably allocated among such companies. Services will be rendered by Service Company only upon receipt from time to time of specific or general requests therefor. Said requests may always be modified or canceled by you at your discretion. The parties hereto agree as follows:

1. The Service Company agrees to furnish you upon the terms and conditions herein set forth such of the services described in Schedule I hereto as you may from time to time request. Service Company will also furnish, if available, such services not described in Schedule I as you may request. Notwithstanding the foregoing, the Service Company shall not furnish under this agreement any engineering, construction, or maintenance services for a nuclear generating plant.

2. The Service Company has and will maintain a staff trained and experienced in the provision of services of a general and administrative nature. In addition to the services of its own staff, Service Company will, after consultation with you concerning services to be rendered pursuant to your request, arrange for services of non-affiliated experts, consultants, accountants and attorneys.

3. All of the services rendered under this agreement will be at actual cost thereof. Direct charges will be made for services where a direct allocation of cost is possible. The methods of determining such costs and the allocation thereof are set forth in Schedule II hereto. These methods are reviewed annually and more frequently, if appropriate. Such methods may be modified or changed by Service Company without the necessity of an amendment of this agreement provided that in each instance all services rendered hereunder will be at actual cost thereof, fairly and equitably allocated. You will be advised from time to time of any material changes in such methods.

4. Bills will be rendered during the first week of each month covering amounts due for the month calculated on an estimated basis using the actual expenses incurred to the extent possible during the second previous month. This estimated amount would be adjusted on the bill to be rendered by the conclusion of the following month. Any amount remaining unpaid after fifteen days following receipt of the bill shall bear interest thereon from the date of the bill at an annual rate of 2% above the lowest interest rate then being charged by the Bank of America on 90 day commercial loans. The effective date of this agreement shall be April 1, 2012; services

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 3 of 12

will be performed under this agreement through March 31, 2013, unless terminated at an earlier date by either party giving thirty days' written notice to the other of such termination at the end of any month.

5. This agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. This agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance. Cost allocations and the methods of allocation provided herein may also be subject to the jurisdiction of the Federal Energy Regulatory Commission ("FERC") under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, to the extent applicable, FERC determinations regarding the allocation of costs shall be dispositive. Any number of counterparts of this agreement may be executed, and each shall have the same force and effect as an original instrument, as if all parties to all counterparts had signed the same instrument.

NATIONAL GRID USA SERVICE COMPANY, INC.

Bv Title: Senior Vice President and Secretary

Accepted:

THE NARRAGANSETT ELECTRIC COMPANY

By Longent Lynch Title: Vice Pfesident and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 4 of 12

# **SCHEDULE I**

# Description of Services Available from National Grid USA Service Company, Inc.

# Accounting:

The keeping of accounts and collateral activities, including billing, payroll and customer relations; preparation of reports and preservation of records.

# Auditing:

Periodic audits by Service Company auditors and the furnishing of reports and recommendations.

# Construction:

Labor and equipment for construction and maintenance of properties. Assistance in obtaining, and supervision of, non-affiliated contractors.

# Corporate and Corporate Records:

Cooperation with attorneys, officers and special counsel of associate companies on corporate matters, financing, regulation, contracts, claims and litigation. Services in connection with stockholders' and directors' meetings and keeping of corporate records.

# Customer Services:

Services re policy development and functional direction of field business service departments, including rate application and training, plus meter reading services and specialized residential, commercial and industrial services.

# Emergencies:

Assistance in emergency maintenance and restoration of utility service and in mobilization of personnel and equipment.

# **Employee Relations:**

Service re labor relations, personnel, wage and salary schedules, employee training and safety and medical programs.

# Engineering:

Civil, mechanical, electrical, and other engineering services; technical advice, design, installation, supervision, planning, research, testing, operation of communications, including microwave, and operation and maintenance of specialized technical equipment.

# Executive and Administrative:

Consultation and services in management and administration of all aspects of utility business.

# Information Systems:

Maintenance and operation of information systems and equipment for accounting, engineering, administration and other functions.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 5 of 12

# Insurance:

Development, placement and administration of insurance coverages and employee benefit programs, including group insurance and retirement annuities, property inspections and valuations for insurance.

# Intellectual Property:

Filing applications, owning, licensing, and holding licenses for copyrights, patents, servicemarks, and trademarks for associated companies.

# Properties:

Services re acquisition and disposition of properties; cooperation with attorneys of associate companies in title examinations and conveyancing; maintenance of property records; and making property inventories and valuations.

# Power Supply:

Planning and other services for supply of electric power, and negotiation of contracts therefore.

# Public Information and Relations:

Services re information to and relations with the public, including customers, security holders, employees, financial analysts, rating agencies and investment firms.

# Purchasing and Stores:

Services re purchase and storing of materials, supplies and equipment.

# Rates:

Review, design, interpretation, analysis and other services re rates and special contracts .

# Regulation:

Analysis of laws, rules and regulations and recommendations for action hereunder; handling of matters with regulatory and governmental authorities; preparation of applications and registrations.

# Systems:

Establishing of accounting and other procedures and standards.

# Taxes:

Service re federal, state and municipal taxes, preparation of returns and handling of audits and claims by taxing authorities.

# Treasury and Statistical:

Services re financing of associate companies, both short and long-term, determination of capital needs, and preparation of financial and statistical reports.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 6 of 12

# **SCHEDULE II**

# **Determination of Cost and Allocation Thereof**

Records will be maintained for each Department and Division of the Service Company in order to accumulate all costs of doing business and to determine the cost of service. These costs will include wages and salaries of employees and related expenses such as insurance, taxes, pensions and other employee welfare expenses, and rent, light, heat, telephone, supplies, and other housekeeping costs. In addition, records will be maintained of general administrative expenses, which will include the costs of operating the Service Company as a corporate entity.

Charges for services rendered and related expenses and non-personnel expenses (e.g., use of automotive equipment, etc.) will be billed directly to the serviced companies, either individually or, when the services performed are for a group of companies, by means of an equitable allocation formula. Each formula will have an appropriate basis such as customers, meters, employees, plant investments, inventories, or operation and maintenance expenses. Specific allocation ratios, implementing allocation methods previously authorized by the Securities and Exchange Commission, are described further below.

Charges for services will be determined from the time sheets of employees and will be computed on the basis of each employee's hourly rate plus a percentage factor to cover related expenses and general administrative expenses. Records of such related expenses and general administrative expenses will be maintained and subjected to periodic review.

Out-of-pocket expenses which are incurred for the serviced companies will be billed at cost. Charges for non-personnel expenses, such as for the use of automobiles, trucks and heavy equipment, will normally be computed on the basis of costs per hour or per mile.

# Summary of Authorized Allocation Methods<sup>1</sup>

# Microwave air line circuit miles

A ratio based on the total microwave air line circuit miles as of the end of the prior fiscal year for the systems of the applicable National Grid operating companies. The numerator for this ratio is the total microwave air line circuit miles for each applicable company, and the denominator is the total of all microwave air line circuit miles for all applicable companies combined. This data is updated annually.<sup>2</sup> This allocation method is currently used to allocate charges incurred by Service Company in the operation of the National Grid system's shared microwave radio transmission system.

# Number of employees

A ratio based on the sum of the number of employees as of the end of the prior fiscal year, the numerator of which reflects the number of employees for each applicable National Grid system company or Service Company Department, and the denominator of which reflects all employees for the National Grid system companies, including the Service Company, combined. This ratio is updated annually. Costs for Service Company employees are reallocated based on

<sup>&</sup>lt;sup>1</sup> The parties agree that each approved Allocation Methodology described below may be applied to any appropriate Service Company Department(s) based on the nature of the specific Allocation Methodology.

<sup>&</sup>lt;sup>2</sup> The update frequencies reflected in this Schedule II reflect current practice, but are subject to change at the election of Service Company.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 7 of 12

how Service Company personnel charged their time to National Grid system companies in the prior year. Currently, this allocation method is used primarily to allocate costs in the Employee Relations and Labor Relations Departments of the Service Company among all National Grid system companies.

# Number of customers

A ratio based on the number of ultimate customers, as of the end of the prior fiscal year, for those National Grid system companies that have ultimate customers. For the allocation of electric distribution-related costs, the numerator is the number of ultimate electric distribution customers of each applicable company, and the denominator is the total number of ultimate electric distribution customers of all applicable companies combined. For the allocation of gas distribution-related costs, the numerator is the number of ultimate gas distribution customers of each applicable companies combined. For the allocation of gas distribution-related costs, the numerator is the number of ultimate gas distribution customers of each applicable companies combined. The data to establish customer counts is updated annually. This allocation method is currently used to allocate costs of the following Service Company Departments: Customer Service and Load Management, Billing Insertion and Mailing, Customer Information Services, Northborough Facilities Group, Customer Service Center Account Processing, and Credit and Collections Operations.

# Number of meters in service

A ratio based on the number of meters of ultimate customers, as of the end of the prior fiscal year, in each of the National Grid system companies that have ultimate customers. For the allocation of electric distribution-related costs, the numerator of this ratio is the number of electric meters for each applicable company, and the denominator is the total of all such electric meters in all applicable companies combined. For the allocation of gas distribution-related costs, the numerator of this ratio is the number of gas meters for each applicable company, and the denominator is the total of all such gas meters in all applicable companies combined. For the allocation of combined electric and gas distribution-related costs, the numerator of this ratio is the total number of electric meters and gas meters for each applicable company, and the denominator is the total of all such electric meters and gas meters in all applicable company, and the combined of all such electric meters and gas meters in all applicable company, and the denominator is the total of all such electric meters and gas meters in all applicable company, and the denominator is the total of all such electric meters and gas meters in all applicable company, and the denominator is the total of all such electric meters and gas meters in all applicable company.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 8 of 12

# Number of aerial devices (including utility vehicle aerial lifts and buckets)

A ratio based on the number of assigned aerial devices (such as, for example, utility vehicle aerial lifts and buckets) per the applicable National Grid system operating company as of the end of the prior fiscal year. The numerator is the number of such aerial devices for the applicable National Grid system operating company, and the denominator is the total number of such aerial devices for all National Grid system operating companies combined. The data to establish the number of aerial devices is updated annually. This allocation method is currently used to allocate certain costs of the Engineering Laboratory of the Service Company.

# Number of Rubber Gloves

A ratio based on the number of rubber glove users in each National Grid system company for the prior fiscal year, the numerator of which is the number of rubber glove users in the applicable National Grid system company, and the denominator of which is the total number of rubber glove users for all National Grid system companies combined. Amounts that would be allocated to the Service Company are reallocated based on how Service Company personnel using rubber gloves charged their time to such National Grid system companies in the prior year. The data to establish the number of rubber glove users is updated annually. This allocation method is currently used to allocate certain costs associated with the Engineering Laboratory of the Service Company.

# **Operation and Maintenance Expenses**

A methodology based on the dollar amount, for the prior fiscal year, of the operation and maintenance ("O&M") expenses (excluding transmission of electricity by others as applicable), including customer accounts, customer service and information, and sales expenses, if applicable, for those National Grid system companies that have such expenses. Following are the ratios used to implement this methodology.

# Combined electric transmission and distribution O&M expenses:

The numerator is the amount of electric transmission and distribution operation and maintenance expenses (excluding transmission of electricity by others), customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses for all National Grid system companies combined.

# Electric transmission-only O&M expenses:

The numerator is the amount of transmission-only operations and maintenance expenses (excluding transmission of electricity by others), incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined.

# Electric distribution-only O&M expenses:

The numerator is the amount of electric distribution-only operations and maintenance expenses, customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 9 of 12

# Gas distribution-only O&M expenses:

The numerator is the amount of gas distribution-only operations and maintenance expenses, customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined. This ratio is not currently in use; however, Service Company may elect to employ this ratio in the future.

# Combined electric and gas distribution O&M expenses:

The numerator is the amount of electric and gas distribution operations and maintenance expenses, customer accounts, customer service and information, and sales expenses, incurred by the applicable National Grid system company, and the denominator is the total of all such expenses incurred by all National Grid system companies combined.

# The data for calculation of these ratios is updated annually.

This allocation method is a general allocation method to be used when other allocation methods are deemed less reflective of the value of the benefits received by the National Grid system company(ies) serviced. This method is used to calculate allocation ratios for various possible combinations of National Grid system companies that may benefit from such services.

# Budgeted transmission/distribution operation and maintenance expenditures

A methodology based on the dollar amount of budgeted transmission /distribution operation and maintenance expenditures for the prior fiscal year of each National Grid system company having such expenditures. The numerator is the budgeted transmission /distribution operation and maintenance expenditure amount for each applicable company, and the denominator is the total budgeted transmission /distribution operation and maintenance expenditure amount for all applicable companies combined. This data is updated annually. This allocation method is currently used to allocate charges for Service Company personnel incurred in connection with general supervision of electric distribution and/or electric transmission functions or operations among the applicable National Grid system companies.

# **Budgeted transmission/distribution capital expenditures**

A methodology based on the dollar amount of budgeted transmission /distribution capital expenditures for the prior fiscal year of each National Grid system company having such expenditures. The numerator is the budgeted transmission /distribution capital expenditures amount for each applicable company, and the denominator is the total budgeted transmission /distribution capital expenditures amount for all applicable companies combined. This data is updated annually. This allocation method is currently used to allocate electric distribution and/or electric transmission function costs for the various Service Company Engineering Departments such as the Engineering Laboratory, Substation Design, Meter Engineering, Asset Strategy and Performance, and Underground Engineering and Operations.

# Average of number of purchase orders issued, number of checks processed and inventory balances

A ratio based on the combined averages of invoices processed, purchase orders issued

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 10 of 12

and 13 month average inventory balances by National Grid system companies for the prior fiscal year<sup>3</sup>. The numerator is the combined averages of invoices processed, purchase orders issued and 13 month average inventory balances for the applicable National Grid system company, and the denominator is the combined averages of invoices processed, purchase orders issued and 13 month average inventory balances for all National Grid system companies combined. The calculation of averages is updated annually. This allocation methodology is currently used to allocate costs associated with the Supply Chain and Accounts Payable Departments of the Service Company. Amounts that would be allocated to the Service Company are reallocated based on how Service Company personnel charged their time to National Grid system companies in the prior year.

# Total billings to associated companies for services rendered (excluding convenience payments)

A ratio based on the dollar amount of the Service Company charges for services rendered (excluding convenience payments) to associated companies in the National Grid system for the prior fiscal year, the numerator of which is the total amount charged to the applicable National Grid system company, and the denominator of which is the total amount charged to all National Grid system companies. The data for these charges is updated annually. This allocation method is used to allocate Service Company's administrative and general service costs that are not strictly operating company costs and are therefore allocated among all of the National Grid system companies. The charges that would be allocated to the Service Company are reallocated based on the prior year average of time charged by Service Company personnel to the applicable National Grid system company.

# Materials and supplies issues

A ratio based on the dollar amount of inventory issues to each applicable National Grid system operating company (including, but not limited to, the dollar amount of issues for capitalized meters and transformers.) The numerator is the number of inventory issues during the prior 13 months for the applicable National Grid system operating company, and the denominator is the number of inventory issues during the prior 13 months, for all applicable National Grid system operating company, and the denominator is the number of inventory issues during the prior 13 months, for all applicable National Grid system operating companies combined. The data is updated on a quarterly basis. This allocation method is used to allocate Service Company materials and supplies costs among the applicable National Grid system operating companies. When used in connection with costs and inventory associated with National Grid's New England Central Distribution Centers, this ratio is used to allocate costs solely among National Grid's New England operating companies.

# Inventory, less fuel

A ratio based on the total dollar amount of inventory other than fuel inventory held by each of National Grid's direct or indirect subsidiaries that maintain inventory. The numerator is the total dollar amount of such inventory for the applicable subsidiary, and the denominator is the total dollar amount of inventory for all these subsidiaries combined. This method has typically been used to allocate costs in the Materials Management Department of the Service

<sup>&</sup>lt;sup>3</sup> Such combination is calculated as follows. Three averages are calculated: the total number of invoices for each National Grid system company, divided by the total number of invoices for all such companies combined; the total number of Purchase Orders for each National Grid system company, divided by the total number of Purchase Orders for all such companies combined; and the average inventory balance for each National Grid system company, divided by the total average inventory of all such companies combined. These three averages are summed and the final result is then divided by three.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 11 of 12

Company. This allocation method is not currently in use; however, Service Company may elect to employ this method in the future.

# Number of purchase orders

A ratio based on the number of purchase orders issued for each National Grid system company during the previous fiscal year, the numerator of which is the number of such purchase orders for the applicable National Grid system company, and the denominator of which is the total number of such purchase orders issued for all National Grid system companies combined. This allocation methodology is not presently in use; however, Service Company may elect to employ this method in the future.

# Archive space occupied

A ratio based on the square footage occupied per National Grid system company during the prior fiscal year in archive space of the National Grid system, the numerator of which is the square footage occupied by the applicable National Grid system company, and the denominator of which is the total square footage of all such archive space of the National Grid system. This occupancy data is updated annually. This allocation methodology is not currently in use; however, Service Company may elect to employ this method in the future.

# **Department specific costs**

**Data Center** – An allocation ratio for each National Grid system company is derived from the amount of mainframe resources used by Service Company applications charged to each such National Grid system company using a predetermined application allocation basis as appropriate for the application in question and selected from the methodologies described in this Schedule II (e.g. the predetermined allocation basis for payroll related systems is the "Number of Employees" allocation methodology). The numerator for this ratio is the amount of resources charged to the applicable National Grid system company, and the denominator is the amount of total resources charged to all National Grid system companies combined. This calculation is updated annually or when significant business events materially alter existing mainframe resources. This ratio is used to allocate the costs associated with the Data Center among all National Grid system companies.

**Facilities , Grounds and Buildings** – To derive the allocation ratio for these costs, the time charged to the National Grid system companies by Service Company Departments that use Service Company facilities is weighted by the amount of square footage occupied by each such Department at the facilities. This ratio is used to allocate the costs associated with the Service Company facilities among those National Grid system companies serviced by Service Company Departments that use such facilities. This calculation is revised annually.

Mid Range Servers – An allocation ratio for each National Grid system company is derived from the amount of Mid Range resources used by Service Company applications charged to each such National Grid system company using a predetermined application allocation basis as appropriate for the application in question and selected from the methodologies described in this Schedule II (e.g. the predetermined allocation basis for payroll related systems is the "Number of Employees" allocation methodology.) The numerator for this ratio is the amount of resources charged to the applicable National Grid system company, and the denominator is the amount of total resources charged to all National Grid system companies combined. This calculation is updated annually or when significant business events materially

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-22 Page 12 of 12

alter existing Mid Range resources. This ratio is used to allocate the costs associated with the Service Company's Mid Range Servers among all National Grid system companies.

**Millbury Training Center** – An allocation ratio is calculated for each National Grid system company based on the amount of time charged, in the prior fiscal year, to each such National Grid system company by the Service Company Departments that utilize the Millbury Training Center facility. The numerator for this ratio is the amount of such time charged to the applicable National Grid system company, and the denominator is the amount of such time charged to all National Grid system companies combined. This calculation is updated annually. This ratio is used to allocate costs associated with the property which houses the Millbury Training Center located in Millbury, MA among all National Grid system companies.

**Transportation Supervision** - A ratio based on budgeted transportation costs for the prior fiscal year for each National Grid system company having such costs. The numerator is the amount of such budgeted transportation costs for each applicable company, and the denominator is the total amount of budgeted transportation costs for all applicable companies combined. Data for this calculation is updated annually. This ratio is used to allocate Transportation Department general supervision charges.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 1 of 64



Thomas R. Teehan Senior Counsel

April 26, 2012

# VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk RI Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

# RE: Liquid Refill InterCompany Agreement among Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an Inter Company Agreement ("Agreement") executed on April 23, 2012 by and among Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company.<sup>1</sup> For completeness, I have also enclosed the underlying NAESB agreements between GDF Suez and either Boston Gas Company or Colonial Gas Company and the transaction confirmation setting forth the terms for summer refill.

I certify that the enclosed documents are accurate copies the above-referenced Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

12 Tuchin

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, Division

<sup>&</sup>lt;sup>1</sup> Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company (each d/b/a National Grid).

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 2 of 64

# AGREEMENT

This agreement ("Agreement") is entered into as of April 23, 2012 by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston"), and The Narragansett Electric Company d/b/a National Grid ("Narragansett"). Colonial, Boston, and Narragansett may be referred to herein as the "Parties".

# RECITALS

WHEREAS, Colonial is party to an agreement (the "Colonial Agreement") with GDF Suez Gas NA LLC ("Suez") pursuant to which Colonial purchases liquefied natural gas ("LNG") from Suez at Suez' truck loading facility located in Everett, Massachusetts, and

WHEREAS, Boston is party to an agreement (the "Boston Agreement") with Suez pursuant to which Boston purchases LNG from Suez at Suez' truck loading facility located in Everett, Massachusetts, and

**WHEREAS,** the Colonial and Boston Agreements are dated April 12, 2012 for a delivery period of April 23, 2012 through and including October 31, 2012, and

**WHEREAS**, from time to time, Colonial shall sell quantities of LNG purchased pursuant to the Colonial Agreement to its affiliates Boston and Narragansett, and

. **WHEREAS**, from time to time, Boston shall sell quantities of LNG purchased pursuant to the Boston Agreement to its affiliates Colonial and Narragansett, and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for consideration, the sufficiency of which is hereby acknowledged, Boston, Narragansett, and Colonial agree as follows:

# ARTICLE I Sales by Colonial

1.1

From time to time during the term of the Colonial Agreement, Colonial shall sell LNG purchased from Suez pursuant to the Colonial Agreement to Boston and/or Narragansett.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 3 of 64

1.2	For such sales, transfer of title to the LNG from Colonial to Boston and/or Narragansett shall take place immediately upon the purchase of the LNG by Colonial at the Suez facility.
1.3	Colonial represents and warrants that it has good and merchantable title to all LNG sold to Boston and/or Narragansett hereunder.
1.4	For such sales, the price paid by Boston and/or Narragansett shall be the price paid by Colonial to Suez under the Colonial Agreement.
1.5	Boston and/or Narragansett shall arrange for transportation of any LNG purchased from Colonial from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers.
1.6	National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
1.7	As between the Parties, Colonial shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Boston and/or Narragansett; and Boston or Narragansett, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.

# ARTICLE II Sales by Boston

- 2.1 From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from Suez pursuant to the Boston Agreement to Colonial and/or Narragansett.
- 2.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon the purchase of the LNG by Boston at the Suez facility.
- 2.3 Boston represents and warrants that it has good and merchantable title to all LNG sold to Colonial and/or Narragansett hereunder.
- 2.4 For such sales, the price paid by Colonial and/or Narragansett shall be the price paid by Boston to Suez under the Boston Agreement.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 4 of 64

2.5 Colonial and/or Narragansett shall arrange for transportation of any LNG purchased from Boston from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers. 2.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting. As between the Parties, Boston shall bear the risk of loss and shall 2.7 be liable for any damage caused by the LNG prior to delivery to Colonial and/or Narragansett; and Colonial or Narragansett, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.

This Agreement shall be effective as of April 23, 2012 through and including October 31, 2012.

The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

Colopial Gas Company d/b/a National Grid n Vaughn uhorized Signatory

Boston Gas Company d/b/a National Grid John Vaughn Authorized Signatory

The Narragansett Electric Company d/b/a National Grid

John Naughn Authonized Signatory

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 5 of 64

	EXHIBIT A
GDF SUEŻ GAS NA LLC	Date: April 12, 2012 Transaction Confirmation: NSB039-2
his Transaction Confirmation is subject to the Base C is Transaction Confirmation are binding unless dispu beclfied in the Base Contract.	contract between Seller and Buyer dated December 19, 2011. The terms of ted in writing within two (2) Business Days of receipt unless otherwise
ELLER: DF SUEZ Gas NA LLC ) City Square, Suite 3 harlestown, MA 02129 Itin: Contract Administration elephone: (617) 886-8705 acsimile: (617) 381-8605 ase Contract No.: NSB039	BUYER: Boston Gas Company d/b/a National Grid c/o National Grid 40 Sylvan Road, E3/606 Watham, MA 02451 Alth: Director, Gas Contracting & Compliance Telephone: (516) 545-3108 Eliectronic Mail: john.alloca@us.rurid.com Base Contract No.:
ontract Price: Buyer shall pay to Seller a Contract F	Price per MMBtu equal to the following two (2) components:
Commodity Rate per MMBtu equal to "Algonquin city arket Renot, under the "Northeast" section of "Marke urchased; and	and delivered to Party B during the Delivery Period, Buyer will pay to Seller gates", as published in the monthly (first) issue of <u>Platts inside Forc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is
Commodity Rate per MM8tu equal to "Algonquin city <u>arket Report</u> , under the "Northeast" section of "Marke <u>irchased</u> ; and Call Payment: Buyer will pay to Seller a nonrefunda Seller in seven (7) equal, consecutive, monthly insta rough and including October 2012.	gates", as published in the monthly (first) issue of <u>Platts histide Forc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid illments of \$208,000.00 each, commencing in April 2012, and continuing
Commodity Rate per MM8tu equal to "Algonquin city <u>arket Report</u> , under the "Northeast" section of "Marke <u>irchased</u> ; and Call Payment: Buyer will pay to Seller a nonrefunda Seller in seven (7) equal, consecutive, monthly insta rough and including October 2012.	gates", as published in the monthly (first) issue of <u>Platts inside Ferc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid
Commodity Rate per MMBtu equal to "Algonquin city arket Renort, under the "Northeast" section of "Marke urchased; and Call Payment: Buyer will pay to Seller a nonrefund; Seller in seven (7) equal, consecutive, monthly insta rough and including October 2012. he Commodity Rate and the Call Payment references elivery Portod: April 23, 2012, through and including	gates", as published in the monthly (first) issue of <u>Platts inside Ferc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid liments of \$208,000.00 each, commencing in April 2012, and continuing I herein are collectively referred to as the "Contract Price"). ing October 31, 2012.
Commodity Rate per MMBtu equal to "Algonquin city arket Renort, under the "Northeast" section of "Market urchased; and Call Payment: Buyer will pay to Seller a nonrefunda Seller in seven (7) equal, consecutive, monthly insta rough and including October 2012. he Commodity Rate and the Call Payment referenced	gates", as published in the monthly (first) issue of <u>Platts inside Ferc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid liments of \$208,000.00 each, commencing in April 2012, and continuing I herein are collectively referred to as the "Contract Price"). ing October 31, 2012.
Commodity Rate per MM8tu equal to "Algonquin city <u>arket Report</u> , under the "Northeast" section of "Marke <u>archased</u> ; and Call Payment: Buyer will pay to Seller a nonrefund. Seller in seven (7) equal, consecutive, monthly insta rough and including October 2012. he Commodity Rate and the Call Payment referenced elivery Period: April 23, 2012, through and includin erformance Obligation and Contract Quantity: Fir rm (Variable) Quantify: Buyer agrees to purchase.	gates", as published in the monthly (first) issue of <u>Platts histide Forc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid ithments of \$208,000.00 each, commencing in April 2012, and continuing d herein are collectively referred to as the "Contract Price"). ig October 31, 2012. Im Liquid Service on a firm basis, a Maximum Daily Quantity ("MDQ") of LNG up to ten (10) a total Contract Quantity during the Delivery Period not to exceed 1,300,000
Commodity Rate per MMBtu equal to "Algonquin city arket Report, under the "Northeast" section of "Market urchased; and Call Payment: Buyer will pay to Seller a nonrefund; Seller in seven (7) equal, consecutive, monthly insta- rough and including October 2012. the Commodity Rate and the Call Payment referenced elivery Portod: April 23, 2012, through and includin erformance Obligation and Contract Quantity; File rm (Variable) Quantity: Buyer agrees to purchase, ackloads (approximately 9,500 MMBtu) per day and a MBtu, plus any additional quantities required to fill a elivery Pont(s): For firm delivery service of LNG, al (S Germinal located in Everett, Massachuselts ("Facil	gates", as published in the monthly (first) issue of <u>Platts hister Ferc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid illments of \$208,000.00 each, commencing in April 2012, and continuing d herein are collectively referred to as the "Contract Price"). In Cotober 31, 2012. In Liquid Service on a firm basis, a Maximum Daily Quantilly ("MDQ") of LNG up to ten (10) a total Contract Quantity during the Delivery Period not to exceed 1,300,000 linal truck to capacity. It the truck loading flange of the Distrigos of Massachusetts LLC marine lify'). Notwithstanding the facility (such other Terminal(s) or secondary
Commodity Rate per MM8tu equal to "Algonquin city <u>arket Report</u> , under the "Northeast" section of "Market <u>rchased</u> ; and Call Payment: Buyer will pay to Seller a nonrefund Seller in seven (7) equal, consecutive, monthly insta- rough and including October 2012. he Commodity Rate and the Call Payment referenced elivery Portod: April 23, 2012, through and includin erformance Obligation and Contract Quantity; Fir- rm (Variable) Quantity: Buyer agrees to purchase, ickloads (approximately 9,500 MM8tu) per day and a MBtu, plus, any additional quantities required to fill a elivery Point(s): For firm delivery service of LNG, a VG terminal localed in Everett, Massachusetts ("Facil ucks at one or more Terminal(5) or secondary deliver	gates", as published in the monthly (first) issue of <u>Platts hister Ferc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid illments of \$208,000.00 each, commencing in April 2012, and continuing d herein are collectively referred to as the "Contract Price"). In Cotober 31, 2012. In Liquid Service on a firm basis, a Maximum Daily Quantilly ("MDQ") of LNG up to ten (10) a total Contract Quantity during the Delivery Period not to exceed 1,300,000 linal truck to capacity. It the truck loading flange of the Distrigos of Massachusetts LLC marine lify'). Notwithstanding the facility (such other Terminal(s) or secondary
Commodity Rate per MM8tu equal to "Algonquin city <i>arket Report</i> , under the "Northeast" section of "Marke <i>archased</i> ; and Call Payment: Buyer will pay to Seller a nonrefund: Seller in seven (7) equal, consecutive, monthly insta- rough and including October 2012. he Commodity Rate and the Call Payment referenced elivery Portod: April 23, 2012, through and includin erformance Obligation and Contract Quantity; Fir- trm (Variable) Quantity: Buyer agrees to purchase, ickloads (approximately 9,500 MMBtu) per day and a MBtu, plus any additional quantities required to fill a elivery Point(s): For firm delivery service of LNG, al VG terminal located in Everett, Massachusetts ("Faci- licks at one or more Terminal(s) or secondary deliver elivery point(s), whether one or more, hereinalter refe- pations). Transportation of LNG from the Facility shall be sch- tral be the responsibility of Buyer, Subject to the fore- hedule of deliveries of LNG. Such schedule shall tal aintenance constraints of the partles; provided, howe ayer's preferred delivery schedule of LNG. If, despite todule, then Seller and Buyer agree that ameeting of the Seler and Buyer agree that ameeting of the of the deliveries of LNG. If, despite	gates", as published in the monthly (first) issue of <u>Platts hister Ferc's Gas</u> at Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is able call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid illments of \$208,000.00 each, commencing in April 2012, and continuing d herein are collectively referred to as the "Contract Price"). In Cotober 31, 2012. In Liquid Service on a firm basis, a Maximum Daily Quantilly ("MDQ") of LNG up to ten (10) a total Contract Quantity during the Delivery Period not to exceed 1,300,000 linal truck to capacity. It the truck loading flange of the Distrigos of Massachusetts LLC marine lify'). Notwithstanding the facility (such other Terminal(s) or secondary

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 6 of 64

ellor: GDF SUEZ Cas NA 12.0 y: lame: Joséph P. Mirphy / Vice President, Sales gee:		By: Name: Title: Date:	John	dibla National Grid		or
	48m, c	ANY A			ĩ	

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 7 of 64

		DOOOOO ? ORIGINA
		1 ADIONIA
		UKIGINA
	Sale and Purchasi	
This Base Contract is entered		
	Ihis Base Contract are th	
	PARTYNAME	PARTY B.
GDF SUEZ GAS NA LLC 20 Citly Square, Suite 3		BOSTON GAS COMPANY D/B/A NATIONAL GRI
Charlestown, MA 02129	ADDRESS	40 Sylvan Rosd, E3/606
		Waltham, MA 02451
Www.gdfsuez.com	BUSINESS WEBSITE-	www.nationalgrid.com
NSB039	CONTRACT NUMBER	· · · · · · · · · · · · · · · · · · ·
	D-U-N-S@NUMBER	
	TAX.ID NUMBERS	
Delaware	JURISDICTION OF	Commonwealth of Massachusetts
	ORGANIZATION	
Corporation BLUC	COMPANY TYPE	Corporation C. LLC
		C LLP C Other:
	GUARANTOR	· · · · · · · · · · · · · · · · · · ·
State Ci	ONTACT INFORMATI	ΩN
20 City Square, Suile 3, Charlestown, MA .02129		do National Grid, 40 Sylvan Road, Waltham, MA 02451
ATTN Vice President Sales & Marketing	. COMMERCIAL	ATTN: Director, Customer Choice/ Gas Resource Mgt
TEL#: (617) 886 87C0 FAX#: (617) 886 8844		TEL# (781) 907-1639 FAX# (781) 907-1647
EMAIL: oseph.murphy@gdisuezna.com		EMAIL: elizabeth arangio@us.rigrid
1990 Post Oak Boulevard, Houston, TX, 77056 ATTN: Manager, Gas Suppy Operations		do National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTM: Director, Customer Choice/ Gas Resource: Mgt
TEL#: (713) 636-1528 FAX#: (713) 636-1247	• SCHEDULING	TEL# (781) 907-1639 FAX#: (781) 907-1647.
EMAIL: joe.deschamps@gdfsuezna.com	1 <u>12 sh</u>	EMAIL: elizabeth.arangio@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129	CONTRACT AND	do National Grid, 100 East Old Country Rd. Hicksville, NY 118
ATTN: Contract Administration TEL#: (617) 886-8700. FAX#: (617) 896-8844	LEGAL NOTICES	ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3(06) FAX#: (516) 545-5469
EMAIL: saundra guadagno@gdfsuezna.com		EMAIL: john alloca@us.ngrid
1990 Post Oak Boulevard, Suite 1900, Houston, TX- 77056		do National Grid, 100 East Old Country Rd, Hicksville, NY, 11801
ATTN Director; Credit	• CREDIT	ATTN: Credit Department
TEL#: (713) 636-1788: FAX#: (713) 636-1695 EMAIL: jane.withite@gdlsuezna.com		TEL#: (516) 545-3122: FAX#: (516) 545-5469 EMAIL: eboni.troupe@us.ngrd
20 City Square, Suite 3, Charlestown, MA-02129		ON National Grid, 100 East Old Country Rd: Hicksville, NY 118
ATTN: Contract Administration	TRANSACTION	ATTN: Director, Gas Contracting & Compliance
TEL#: (617) 886-8700 FAX#: (617) 885-8844	CONFIRMATIONS	TEL# (516) 545-3108 FAX# (518) 545-5469
EMAIL: saundra guadapho@gdfsuezna.com		EMAIL: John alloca@us.ngnd
	COUNTING INFORMAT	A Sector
1990 Post Oak Boulevard, Suile 1900, Houston, TX 77055 ATTN: Revenue Analyst	INVOICES	co National Gra. 100 East Old Country Rd Hicksyste, NY 11891 ATTN: Back Office
ATTN: <u>Revenue Analyst</u> TEL#- (713) 636-1422 FAX# (713) 636-1613	PAYMENTS	TEL#: (516) 545-6032 FAX#: (516) 545-5469
EMAIL: bianca rios@gdfsuezna.com	SETTLEMENTS	EMAIL
BANK: JP Morgan Chase Bank	WIRE TRANSFER	BANK: ACCT:
ABA: 021000021 ACCT 00113321178	NUMBERS (IF APPLICABLE)	ABA
ATTN: BUILT CAR	CHECKS	ATTN:
ADDRESS	(IF APPLICABLE)	ADDRESS:
BANK:	n na hairte an ann a	BÁNK:
ABA: ACCT:	ACH NUMBERS	ABA: ACCT:

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 1 of 17



NAESB Standard 6.3.1 September 5, 2006

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 8 of 64

	· · · · ·	ontinued)	<u>se of Natural Gas</u>
published by f		rties hereby agre	d Conditions for Sale and Purchase of Natural Gas e to the following provisions offered in sald General ult provision shall apply. <u>Select the appropriate box(es)</u>
Section 1,2 Transaction Procedure	D Oral (defayil) OR 1, M Written 5, .	Section 10.2 Additional Events of Default	<ul> <li>Di No Additional Events of Default (default)</li> <li>Indebtedness Cross Default</li> </ul>
Section 2,7 Confirm Deadline	2 Business Days after receipt (default) OR DBusiness Days after receipt	Deradic	Perty A::      Party B:      Party B:      Transactional Cross Default     Specified Transactions;
Section 2.8 Confirming Party	OR Buyer		
Section 3.2 Performance Obligation	Cover, Standard (default) OR Spot Price Standard	Section 10.3.1 Early: Termination Damages	B       Early Termination Damages Apply (default):         QR
Immediately prec Section 2.31 Spot Price Publication	an a	Section 10.3.2 Other Agreement Setoffs	D Bilateral (default) Triangular OR
( 문화 문화)	B Buyer Pays At and After Delivery Point (defaul OR ⊡ Seller Pays Before and At Delivery Point		Ciher Agreement Séloffs Do.Not Apply
Section 7.2 Payment Date	Day of Month following Month of delivery	- Epies	
Section 7.2 Melhod of Paymer	B         Wire transfer (default)           Check         Check	Section 15.10 Confidentiality	OR     Conflictentiality opplies (default)       OR     Conflictentiality does not apply
Section 7-7 Netting	R: Netling applies (default) OR: Netting does not apply		
Addendum(s):	ons: <u>Number of sheets allached, 6 pages</u> Ligueffed Natural Gas Annex - 6 pages		
IN WITNESS	WHEREOF, the parties hereto have executed the		t in duplicate. Boston Gas. Company d/b/a National Grid

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 2 of 14

:

NAESB Standard 8.3.1 September 5, 2006

.

į

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 9 of 64

1.0 1111

# General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

ter and the second product of the second second

# SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas, and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as Indicated on the Base Contract:

Oral Transaction Procedure:

1.2: The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party and to have been "signed". Notwithstanding the foregoing sentence, the parties agree, that Confirming Party shall, and the other party agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction, Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming Party. If the Transaction contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall; and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDL or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 13.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 12, such receiving party shall notify the sending party via facsimile. EDI or instually agreeable electronic means by the Contirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party is the Contirm Deadline constitutes the receiving party is agreement to the terms of the transaction described in the sending party is the Contirm Deadline constitutes the receiving party is agreement to the terms of the transaction Confirmation described in the sending party's Transaction Confirmation if there are any material differences between timely sent Transaction Confirmations governing the same transaction, then heither Transaction Confirmation shall be binding until or unless such event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 12, (ii) the oral agreement of the parties have selected the Oral Transaction Procedure of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General, Terms and Conditions, the terms of the documents shall govern in the profil.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

# SECTION 2, DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract, and shall have the meanings ascribed to them herein.

2.1 Additional Event of Default shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

NAESB Standard 6.3.1 September 5, 2006

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 3 of 14

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 10 of 64

2:3. The Trans receive G				llars per MMBlu, as the parti obligation to deliver Gas in t	
	that specifies the agre		contained herein; and that s	obrates, these General Tem ets forth other information re	
2.5	"British thermal unit" of	"Btu" shall mean the Intern	ational BTU, which is also ca	illed the Blu (IT)	
2.6.	"Business Day(s)" s	all mean Monday through	Friday, excluding Federal	Banking Holidays for trans	actions in the U.S.
provided,	insaction Confirmation	n is received or, if application is find application is find stamp	ble, on the Business Day	one on the second Busine agreed to by the parties in ecciving party's time zone	the Base Contract;
2.8. other part	"Confirming Party" sha	Il mean the party designate	d in the Base Contract to pre	pare and forward Transactio	n Confirmations to the
2.9. Transacti Contract;	"Contract" shall me on Confirmations and any and all transaction	(iii) where the parties ha	ve selected the Oral Tran itered into through an EDI.	(i) the Base Contract, (ii) saction Procedure in Sec transmission or by telepho e Integrated agreement be	ion 1.2 of the Base ne, but that have not
2.10. purchase		Ill mean the amount expr y the parties in a transact		MMBtu to be paid by Bu	yer to Seller for the
2.11. transactio	"Contract Quantity"	shall mean the quantity	of Gas to be delivered.	and taken as agreed to	by the parties in a
performin performin the amou	f Gas pursuant to this g party, obtain Gas, (o g party, sell Gas, in e nt of notice provided I	Contract, then the perfor or an alternate fuel if elec ther case, at a price reas by the nonperforming part	ming party shall use commed by Buyer and replacen onable for the delivery or j withe immediacy of the B	is an unexcused failure to nercially reasonable efforts rent Cas Is not available), production area, as applic uyer's Cas consumption n of failure by the nonperfor	to (i) if Buyer is the or (ii) if Seller is the ble, consistent with eds or Seller's Gas
	is Contract such as ca	galion(s) shall mean any ish, an Irrevocable standb d and sufficient security o	y letter of credit, a margin i	establish credit support fo agreement, a prepayment,	r, or on behalf of, a a security interest in
2.14 a particula	"Day" shall mean a r	ericd of 24 conseculive h	ours, coextensive with a "c	ay" as defined by the Rec	eiving Transporter in
2.15	"Delivery Period" sha	Il be the period during wh	ich deliveries are to be ma	de as agreed to by the par	ies in a transaction.
2.16.	"Delivery Point(s)" st	all mean such point(s) as	are agreed to by the partie	s in a transaction,	
2.17. relating to	"EDI" shall mean an the communication of	electronic data intercha Transaction Confirmation	nge pursuant to an agree is under this Contract	ment entered into by the	parties, specifically
2.18: transactio excuse fo	"EFP" shall mean th nivolving gas future nonperformance of	e purchase, sale or exch s contracts. EFP shall i	ange of natural Gas as th corporate the meaning at	e "physical" side of an ex nd remedies of "Firm", pro overned by the rules of	vided that a party's
performar Invoking F	ce is prevented for n prce Majeure may be ation is made to the Ti	easons of Force Maleure responsible for any imper ansporter and until the ch	provided, however, that alance Charges as set for ange in deliveries and/or n	vilhout liability only to the during Force Maleure Inte h in Section 4.3 related to acelpts is confirmed by the	truptions the party its interruption after Transporter
2.20, méthane.	"Gas" shall mean ar	y mixture of hydrocarbor	is and noncombustible ga	ses in a gaseous state co	nsisting primarily of
2.21	<ul> <li>Antipage of the state</li> </ul>		led a guaranty of the obligati	とう 一般 美麗 新知道 し	
2.22. failure to a	"Imbalance Charges" atisfy the Transporter	shall mean any fees, per s balance and/or nominat	alties, costs or charges (in lon requirements,	cash or in kind) assessed	by a Transporter for

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 4 of 14 NAESB Standard 6.3.1 September 5, 2006 ;

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 11 of 64

1.78°

# 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for, any reason, whether or not caused by an event of Force Majeure; with no liability; except such interrupting party may be responsible for any imbalance: Charges asset forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

na anterestantes activitationes (CERENTED CITERES). The attraction of a contraction of the second second second

2,25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm:

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2:27: "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas, received by Buyer in the previous Month.

2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter the Transporter delivering Gas at a Delivery Point.

2.29: "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published to such Day, then the Spot Price shall be the average of the following: (i) the price determined as stated above) for the first Day for which a price or range of prices is published that next procedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it, shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35: "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

# SECTION 3. PERFORMANCE OBLIGATION

3.1 Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Confract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected er	ther the "Cove	r Standard" or the	"Spot Price Standard	as Indicated on the Base Cont	ract.
Cover Standard:	nder (1977) Landy (2011)				ż.

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference. If any, between the purchase price pald by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation (costs to or from the Delivery Point(s), multiplied by the difference between the Contract Output actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Seller utilizing the Cover Standard and the Contract Output for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Seller utilizing the Cover Standard for the resiste. of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Output y the contract Output y to the difference in the amount equal to the positive difference between the Contract Quantity and the quantity actually taken by Buyer to such Day(s), excluding any quantity for which no sale is available; end (ii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replace the sole and exclusive remedy of the performing party with respect to the Gas to replaced or sold shall be an amount equal to any unfavorable difference between the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas to a third party, and no such replace the sole and exclusive remedy of the performing party with respect to the Gas nor replaced or sold shall be an amount equal to any

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 5 of 14 NAESB Standard 6.3,1 September 5, 2006 :

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 12 of 64

÷ ş

ŗ

ţ

# Spot Price Standard:

3.2: The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller In an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference. If any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

balika arrabaaliina iyarraalada berriinda kerina kerina karabaala

Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in 3.3. writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

### SECTION 4. TRANSPORTATION NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). 4.2. Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction; of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

The parties shall use commercially reasonable efforts to avoid imposition of any imbalance Charges. If Buyer or Seller receives 4.3. an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity, as well as the cause of such Imbalance Charges, If the imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled, Gas, then Buyer shall pay for such Imbalance Charges or reimburse. Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such imbalance Charges or reimburse Buyer for such imbalance Charges paid by Buyer.

# SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of guantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter

# SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:-Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority (Taxes') on of with respect to the Gas prior to the Delivery Point(s) . Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party enfilted to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof. 

# Seller Pays Before and At Delivery Point:

Seler shell pay or cause to be paid all taxes, lees, levies, penalties, licenses or charges imposed by any government authority (Taxes') on, or with respect to the Cas prior to the Delivery Point(s) and all taxes at the Delivery Point(s). Buyer shall pay or cause to be paid eli-Taxes on or with respect to the Cas after the Delivery Point(s). If a party is required to remit or pay, Taxes that are the other party s responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes of charges shall furnish the other party any necessary documentation thereof. 

### SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other approable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity. on the following Month's billing or as soon thereafter as actual delivery information is available.

Copyright © 2006 North American Energy Standards Board, Inc. Page 6 of 14

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 13 of 64

	e e e e e e e e e e e e e e e e e e e	
on or before the later of the Payment Da	due under Section 7.1 in the manner specified in the Base Contract, in Intraediately available to ate or 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is d Business Day following that date. In the event any payments are due Buyer hereunder, pay 1 this Section 7.2.	not a
nonperforming party for an accelerated	ome due pursuant to Sections 3.2 or 3.3; the performing party may submit an involce to I payment setting forth the basis upon which the invoiced amount was calculated. Payr is five Business Days after receipt of invoice.	) the: nent
amount as it concedes to be correct; p documentation acceptable in industry pra	aith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay provided, however, if the involced party disputes the amount due, it must provide support ctice to support the amount paid or disputed without undue delay. In the event the parties y may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section and the support of the mode available at law or in equity to enforce its rights pursuant to this Section of the support of the super support of the	orling s are
until the date of payment at a rate equal to	nil the full amount payable when due, interest on the unpaid portion shall accrue from the date the lower of () the their effective prime rate of interest published under "Money Rates" by The r, or (i) the maximum applicable lawful interest rate:	
obtain copies of the relevant portion of necessary to verify the accuracy of any sit and to obtain copies shall not be available invoices and billings shall be condusively p waived unless such invoices of billings are	It is own expense, upon reasonable Notice and al reasonable times, to examine and audit ar the books, records, and tetephone recordings of the other party only to the extent reason atement charge, payment, or computation made under the Confract. This right to examine, a with respect to proprietary information not directly relevant to transactions under this Contract presumed final and accurate and all associated claims for under-or overpayments shall be dee a objected it in writing, with adequate explanation and/or documentation, within two years after ustments under Section 7 shall be paid in full by the party owing payment within 30 Days of N	ably audit, All ined r the
shall net all undisputed amounts due an amount shall make a single payment of required to be made pursuant to the te	ted on the Base Contract not to make this Section 7.7 applicable to this Contract, the pa nd owing, and/or past due, arising under the Contract such that the party owing the gre f the net amount to the other party in accordance with Section 7.7 provided that no pays rms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to ne executed a separate netting agreement, the terms and conditions therein shall prevail to	ater nent tting
8.1. Unless otherwise specifically have responsibility for and assume an	ANTY, AND INDEMNITY agreed, tille to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller s in liability with respect to the Gas prior to its delivery to Buyer at the specified Deliv ity for and assume any liability with respect to said Gas after its delivery to Buyer at	very
8.2 Seller warrants that it will hereunder and celivered by it to Buyer SECTION 8.2 AND IN SECTION 15.8.	have the right to convey and will transfer good and merchantable title to all Gas r, free and dear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN T ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.	THIS.
attorneys fees, and costs of court ("C (including death) of property damage if agrees to indemnify Seller and save it has	Buyer and save it harmless from all losses, Itabilities or claims including reasonal latins"), from any and all persons, arising from or out of claims of title, personal is from said Gas or other charges thereon which attach before title passes to Buyer. Bu mises from all Claims, from any and all persons, arising from or out of claims regarding pays integes from said Gas or other charges thereon which attach after title passes to Buyer.	ijury uyer
Customs Territory of the United States U.S.C. §1202, General Notes, page 3) Territory of the United States, Setter rep	elivery of and the transfer of tille to all Gas under this Contract shall take place within (as defined in general note 2 of the Harmonized Tariff Schedule of the United States ): provided however, that in the event Seller took tille to the Gas outside the Cusi resents and warrants that it is the importer of record for all Gas entered and delivered the for entry and entry summary fillings as well as the payment of duties, takes and fee equirements.	s 19 oms into
	isions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the ex ered by Seller to meet the quality requirements of Section 5.	dent
SECTION 9. NOTICES		
9.1: All Transaction Confirmation	is, invoices, payment instructions, and other communications made pursuant to the B e addresses specified in writing by the respective parties from time to time.	ase.

 9.3.
 Notice shall be given when received on a Business Uay by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall; be deemed to have been received upon the sending party's receipt of its facsimile incomformation of successful transmission. If the day on which, such facsimile is received is copyright © 2006 North American Energy Standards Board, Inc.

 All Rights Reserved
 NAESB Standard 6.3.1

,

.

ŕ .

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 14 of 64

not a Business Day or is after five p.m. on a Business Day; then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.
9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice:
SECTION 10. FINANCIAL RESPONSIBILITY
10.1: If either party (X*) has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ('X') (including, without limitation; the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance's shall mean sufficient security in the form, amount, for a liern, and from an issuer; all as reasonably acceptable to X, including, but not limited to cash, a signify in the form, amount, for a liern, and from an issuer; all as reasonably acceptable to X, including, but not limited to cash, a signify interest in the revocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien greated by reinterest on that Adequate Assurance of Performance. If the security interest and lien greated by reducter on that Adequate Assurance of Performance of Performance, the security interest and lien greated by further action by either party.
10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding of case under any bankruptcy or similar law for the protection of creditors of have such petition field or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substainlaity all of its assets; (vi) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one. Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Nolce that such payment is due; (v) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold, and/or suspend deliveries or payments upon Notice and/or to teminate and liquidate the
 transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available. hereunder
 Iransactions: under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available. hereunder: 10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given as an early termination date (the "Early Termination Date") for the liquidation and termination Date, all transactions will transactions: under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will lerminate, other than those transactions if any, that may not be liquidated and terminated under applicable law (FExcluded Transactions), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination fail be active to the solution date shall be the Early Termination Date for purposes of Section 10.3.1
 Iransactions: under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available. hereunder: 10.3
 Iransactions: under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available. hereunder: 10.3: If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination Date, all transactions will transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions if any, that may not be liquidated and terminated under applicable law (FExcluded Transactions), which Excluded Transactions must be liquidated and terminated as is legally permissible, and upon termination shall be a Terminated. Transaction and the valued consistent with Section 10.3.1 fellow. With respect to each Excluded Transaction its actual termination date shall be the Early Termination Date for purposes of Section: 10.3.1 The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract: Early Termination Damages. Apply:
Iransactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available, hereunder 10.3; If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the iguidation and termination Date, all transactions will termination under; the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate of the transactions, which Excluded Transactions must be flouidated and terminated under applicable law ("Excluded Transaction" is actual terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction is actual termination date shall be the Early Termination Date for purposes of Sector 10.3.1." The parties have selected either "Early Termination Damages Apply! or "Early Termination Damages Do Not Apply" as indicated on the Base Contract: Early Termination Damages Apply: 10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and th a commercially reasonable manner. (I) the amount owed (whether or not then due) by each party with respect to all doelivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such delivered and received inder the applicable charges and each terminated Transactions and Excluded Transaction and before the Early Termination Date and all other applicable charges relating to such delivered and received the applicable charges relating to such delivered and received the applicable charges relating to such delivered and received the applicable charges relating to such delivered and received for whose the parties under Terminated Transact
 Iransactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available, hereunder 10.3: If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given, as an early termination date (the "Early Termination Defe") for the inquidation and termination Dursuant to Section 10.3.1 of all transactions under the Contract, teach a "Terminated Transaction". On the Early Termination Date, all transactions will terminate of the sector of the inquidated and terminated under applicable law ("Excluded Transaction" is actual terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date as is fegally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date so Socior 10.3.1. The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the amount owed (whether or not then due) by each party, with respect to all Gas delivered and received between the anties under Terminated Transactions and Excluded Transaction and before the Early Termination Date and all other applicable law (the termination Date and early termination Date and early termination Date and early termination and before the Early Termination Date and early terminated Transactions and Excluded Transaction and before the Early Termination Date and early terminated transactions and technet the Early Termination Date and early termination Date and early termination and technet and the active and the contract terminated Transaction is a the Non-Defaulting Party shall determine, in good faith and this commercially reasonable manner (0

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 15 of 64

# Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of Interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner. Early Termination Damages Do Not Apply: 10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received.

10.3.1. As of the Early remninater Date, the Non-Derauting Party shall be obtained in good fails and an a commercial party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2); for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setolfs Apply" or "Other Agreement Setolfs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:

### Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any amount(s) (including any excess cash margin or excess cash collateral) wed or held by the party that is entitled to the Net Settlement Amount or entract, and (ii) any amount(s) (including any excess cash margin or excess cash collateral) wed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

### Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are nelled or aggregated to a single liquidated amount parable by one party to the other (the 'Net Settlement Amount'). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount' against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between (the parties; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between (the parties; (ii) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party against any amount(s) (including any excess cash collateral) owed to the Defaulting Party against any amount(s) (including any excess cash collateral) owed to the Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed to the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed to the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed to the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed to the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash agreement or arran

# Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netled or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). Affits sole option and without prior Notice to the Defaulting Party the Non-Defaulting Party may set off any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10:37.3. If any obligation that is to be included in any netling, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netling, aggregation or setoff pursuant to Section 10.3.2 is defined in any netling, aggregation of setoff pursuant to Section 10.3.2 is ascertained. Any amount not then due which is included in any netling, aggregation or setoff pursuant to Section 10.3.2 is discussed on the present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such. Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount is a due to or due from the Non-Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the het felture prime rate of interest published under, Money Rates' by the Wall Steet Journal, plus two percent per annum; or (i) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract," within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 9 of 14 NAESB Standard 6.3.1 September 5, 2006

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 16 of 64

<ul> <li>19.7. With respect to this Section 10. If the parties have excluded a separate nalling agreement with close-out netling previous is, the terms and conditions therein shall prevail to bits should inconsistent horizont.</li> <li>20.7. DECEMALINE</li> <li>19. Section 11. CORCE MALURE</li> <li>10. Section 12. CORCE MALURE</li> <li>10. Section 13. Correct Malaring and prevail to bits other to failure to parties and prevail to bits other to failure to parties and prevail to bits other to failure to previous and the parties and the prevail to the parties and the par</li></ul>				
<ul> <li>provisions, the terms, and conditions therein shall prevail 16, the extent Inconsistent horewite.</li> <li>SECTION 11. FORCE MAJEURE         <ul> <li>Except with regist to a party colligation to make paynisit(s) due under Section 7. Section: 10.4; and Imbalance Charges under Section 7. Incharge Majeure in a employed herein mains any cause not reasonably within the control of the party claiming supersisting, as further defined in Section 11.2.</li> <li>Force Majeure shall include, but not be limited to, the following: () physical events such as acts of Cod, landSides, veshous, as further defined in Section 11.2.</li> </ul> </li> <li>Force Majeure shall include, but not be limited to, the following: () physical events such as acts of Cod, landSides, veshouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or files of where a flocks weshouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe. (I) weather related events affecting an entitie disturbances risks, satisfies or indicates of the party claiming or other industrial disturbances risks, and a Buyer shall make reasonable wills or lines of pipe. (II) Interruption and/or curtalinent of Firm Tensportation and/or storage by Terruptons, fire effect of law promulgated by a governmental authority haring unrefacions. File and Buyer shall make reasonable dives of out of the party claiming to a condition, and buyer shall be entitide on the party claiming of Force Majeure to the extent performance is a stratege, to compliance with any dou't order, inaw, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authorage and buyer shall be entitide on benerified to reasone defined to resone deformation.</li> <li>11.3. Neither party shall be entitide under social of of force Majeure to the extent performance is a stratege or promode date to the party claiming of the party claiming of the p</li></ul>		anter anter en anter service de la competencia de la competencia de la competencia de la competencia de la comp	anna <u>1997</u> 2019-1997-1997-1997-1997-1997-1997-1997-1	er verse en
<ul> <li>provisions, the terms, and conditions therein shall prevail 16, the extent Inconsistent horewite.</li> <li>SECTION 11. FORCE MAJEURE         <ul> <li>Except with regist to a party colligation to make paynisit(s) due under Section 7. Section: 10.4; and Imbalance Charges under Section 7. Incharge Majeure in a employed herein mains any cause not reasonably within the control of the party claiming supersisting, as further defined in Section 11.2.</li> <li>Force Majeure shall include, but not be limited to, the following: () physical events such as acts of Cod, landSides, veshous, as further defined in Section 11.2.</li> </ul> </li> <li>Force Majeure shall include, but not be limited to, the following: () physical events such as acts of Cod, landSides, veshouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or files of where a flocks weshouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe. (I) weather related events affecting an entitie disturbances risks, satisfies or indicates of the party claiming or other industrial disturbances risks, and a Buyer shall make reasonable wills or lines of pipe. (II) Interruption and/or curtalinent of Firm Tensportation and/or storage by Terruptons, fire effect of law promulgated by a governmental authority haring unrefacions. File and Buyer shall make reasonable dives of out of the party claiming to a condition, and buyer shall be entitide on the party claiming of Force Majeure to the extent performance is a stratege, to compliance with any dou't order, inaw, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authorage and buyer shall be entitide on benerified to reasone defined to resone deformation.</li> <li>11.3. Neither party shall be entitide under social of of force Majeure to the extent performance is a stratege or promode date to the party claiming of the party claiming of the p</li></ul>				
<ul> <li>provisions, the terms, and conditions therein shall prevail 16, the extent Inconsistent horewite.</li> <li>SECTION 11. FORCE MAJEURE         <ul> <li>Except with regist to a party colligation to make paynisit(s) due under Section 7. Section: 10.4; and Imbalance Charges under Section 7. Incharge Majeure in a employed herein mains any cause not reasonably within the control of the party claiming supersisting, as further defined in Section 11.2.</li> <li>Force Majeure shall include, but not be limited to, the following: () physical events such as acts of Cod, landSides, veshous, as further defined in Section 11.2.</li> </ul> </li> <li>Force Majeure shall include, but not be limited to, the following: () physical events such as acts of Cod, landSides, veshouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or files of where a flocks weshouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe. (I) weather related events affecting an entitie disturbances risks, satisfies or indicates of the party claiming or other industrial disturbances risks, and a Buyer shall make reasonable wills or lines of pipe. (II) Interruption and/or curtalinent of Firm Tensportation and/or storage by Terruptons, fire effect of law promulgated by a governmental authority haring unrefacions. File and Buyer shall make reasonable dives of out of the party claiming to a condition, and buyer shall be entitide on the party claiming of Force Majeure to the extent performance is a stratege, to compliance with any dou't order, inaw, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authorage and buyer shall be entitide on benerified to reasone defined to resone deformation.</li> <li>11.3. Neither party shall be entitide under social of of force Majeure to the extent performance is a stratege or promode date to the party claiming of the party claiming of the p</li></ul>				
<ul> <li>provisions, the terms, and conditions therein shall prevail 16 the extent Inconsistent horewite.</li> <li>SECTION 11. FORCE MAJEURE</li> <li>11.1. Except with regard to a partyre obligation to make paynient(s) due under Section 7. Section 10.4; and Imbalance Charges under Section 7. In either party shall be liable to the other for failure to partom a Firm fooligation, to the extent such failure was caused by force Majeure. The term Thore Majeure's as employed herein means any cause not reasonably within the control of the party claiming sugnersion, as furth or earlies, storms or storm warnings, such as furth causes, which result the vertice such as acts of Cod, landSides, tashouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or these of pipe. (f) washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or these of pipe. (f) interruption and/or cutalifient of Firm franceportation and/or storage by Transporters. (try i acts of other such as strikes, lockouts or other industrial disturbances citols, sabotage, insurrections or wars, or cast of larce is of values of washouts, enclosing with any Guid disturbances (is), sabotage, insurrections or diverse (impact and (v) governmental additions auch as necessity for compliance with any Guid otder, iaw, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental addition the prior diamate in the prior diamate reasonable disports (in visual to a start the prior diamate).</li> <li>11.3. Neither party hall be entited to the party claiming excess failed to remery the caution formation. Lines primary, incenti, may or all of the flapwing the effect of law primaged to a start the prima diamate of a prior diamate or the prime diamate adverse impact of a force Majeure to the excett performance is a strike, contrain the party claiming or the party claiming or the prime diamate prior more adverse impact of the primy claiming to the prime diamate o</li></ul>				
<ul> <li>11.1. Except with regard to a party solligation to make payment(s) due under Section 7, Section:10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to partom a Film obligation, to the extent such failure was caused by under Section 4, neither defined in Section 11.2.</li> <li>11.2. Force Majeure: The term 'shall netted, but not be limited to, the following: (i) physical events such as acts of God, tands/des, liphning, earthquakes, fire, storings or storm warmings, such as furincianes, which result in evention of the affected area, floods events affecting an entire deographic region, such as low temperatures which cause freezing or pile; (i) weather related events affecting an entire deographic region, such as low temperatures, which cause freezing or pile; (b) weather related events affecting an entire deographic region, such as low temperatures, which cause freezing or pile; (b) weather related events or other industrial disturbances, riots, sabotage, insurredions or wirs, or acts of feorc, and (v) governmental actions such as necessity for complicance with any court order, usw, statular, ordinance, regulation, or pile; (b) weather the effect of law promulgated by a governmental authority having indigiciton. Seller and Buyer shall make reasonable efforts in avoid the adverse. Impacts of a Force Majeure and to resolve the event or occurrence once it has ciccured in order to resume performance.</li> <li>11.3. Neither party shall be entitled to the beneit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances of the interruptible or secondary Firm transportation. Interact Price, Buyer and Price Transportation and to resolve the event or cost davanegoeus price than the Contract Price, Buyer and Price Transportation and to resolve the event or cost davanegoeus price than the Contract Price, Buyer and Price Price Price, Price Print Price, Price Price, Price Price, Print Print Printego P</li></ul>	10.7. With respect to provisions, the terms and co	this Section 10, If the parties have a inditions therein shall prevail to the exte	executed a separate netting agre Inconsistent herewith.	ement with close-out nelling
<ul> <li>under Socion 4, neihner pärty stall be lable to ihe other for fäutre to perform a Firm obligation, oht textent such failure was caused by Force Majeure. The term Force Majeure's as employed herein méans any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.</li> <li>11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events auch as acts of God, landSides, Highting: earthquekes, files, storting origino, such as four temperatures which cause feezing or failure of the affected lares, floods, vashouts, explosions, breakage or accident or necessity of realis to machinery or equipment of the affected lares, floods, vashouts, explosions, breakage or accident or necessity of realis or machinery or equipment of the set of wells or thress of pipe; (ii) interruption and/or curtalinent of Firm transportation and/or storage by Transporters; (iv) acts of other industration such as encessity for compliance with any could order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurbaiction. Saller a and Buyer shall make reasonable efforts to avoid the adverse. Impacts of a Force Majeure and to resolve the event of counter function of the provisions of Force Majeure and to resolve the event or disclet common counter of the extent. Performance of aux promulgated by a governmental authories of (ii) the control or interviptible or secondary Firm transportation unless primary. Impath, Firm transportation is also curatiled; (ii) the party claiming excuse failed to remedy the condition and to resume the performance or authorized and the secure of the cost resulting from the contract or of the cost resulting from the contract or of the resolution, Selet's ability to select on the select of the cost resulting from the contract or of the sector of the extent or or advantageous prior than the contract or (ii) the cost or fully or govers inabitily for unbasence C</li></ul>	SECTION 11. FOR	CE MAJEURE		
<ul> <li>Injuhning earthquekes, fires, stortis or storm warnings, such as huricanes, which result in everal affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (i) walls or lines of pipe; (ii) microprotein or lines of pipe; (iii) microprotein or lines of pipe; (ii) microprotein or lines of pipe; (iii) microprotein or lines of others such as strikes, to choose or cutatinent of the strikes, statute, ordinance, regulation, or policy having the effect of have such as strikes, to diver such as the strikes, to diver a more strike or ordinance with any ordin of data with statute, ordinance, regulation, or policy having the effect of have promulgiated by a governmental authority having juriadicion. Seller and Buyer shall make reasonable effortis to avoid the adverse. Impacts of a force Majeure and to resolve the event in erior or accurate once it has occurred in order to resume performance is affected by any or all of the following circumstances: (i) the curtainent of interruptible or secondary Firm transportation unless primary. Impath, Firm transportation unless primary impath, or all other following circumstances: (i) the curtainent of Lupyr's abiity the condition and to lower or more advantageous price than the Contract Price, or a regulation y agency disallowing, in whole or in part, the pass through of costs resulting from this contract (iv) the loss or failure of Seller sa subjy or depletion of reserves, except, in either case, as provided in Section 112, or (v) the loss or failure of Seller sa subjy or depletion of reserves, except, in either case, as provided in Section 112, or (v) the loss or failure of Seller sa subjy or depletion of reserves, except, in either case, as provided in Section 112, or (v) the loss or failure of Seller sa subjy or the hadditore of the case subjects on the contract free, or all reserves indepletion</li></ul>	under Section 4, neither party Force Majeure. The term "Fo	y shall be liable to the other for failure to p proe Majeure" as employed herein means	perform a Firm obligation, to the ext	ent such failure was caused by
<ul> <li>any or all of the following circumstances: (i) the curtaitment of interruptible or secondary Firm transportation unless primary, in-path. Firm transportation is also curtaited; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable displation, or (iii) economic hardship, to incude, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, or, a regulatogy agency disallowing, in whole or in part, the pass through of costs resulting from this Contract (iv) the loss of Buyer's markel(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.</li> <li>11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of stikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.</li> <li>11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally, the discrete and the duration of Force Majeure (accept discrete) or excert end is vehicled to party with a feeded party will be relieved of its obligation. Irrom the onset of the force Majeure events of the other during such disturbance.</li> <li>11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction doing transaction; the other during such courrence or one advance of any transaction.</li> <li>SECTION 12. TERM</li> <li>This Contract may be terminated on 30 Day's written.Notice, but shall remain in effect until the explained of the Base. Contract, or any transaction;</li> <li>The party works either party to indemnify the other, pursuant in effect anati we fore DAMAGES; is PROVIDED. SUCH express s Rem</li></ul>	lightning; earthquakes; fires, washouts, explosions; breat events affecting an entire; g (iii) interruption and/or curts lockouts or other industrial d as necessity for compliance by a governmental authority	, storms or storm warnings, such as his rage or accident or necessity of repairs eographic region, such as low temper aliment of Firm transportation and/or listurbances; riots, sabotage, insurrectio with any court order, law, statute, ordin having jurisdiction. Seller and Buyer s	rricanes, which result in evacuation to machinery or equipment or lim atures which cause freezing or fa storage by Transporters; (iv) act ons or wars, or acts of terror; and t hance, regulation, or policy having shat make reasonable efforts to a	n of the affected area, floods, as of pipe, (ii) weather related litre of wells or lines of pipe, s of others such as strikes, v) governmental actions such the effect of law promulgated void the adverse. Impacts of a
Industrial disturbances shall be within the sole discretion of the party experiencing such disturbance. 11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice with reasonably possible: Upon providing withen Notice with reasonably public Upon providing withen Notice of Force Majeure to the other party. the affected party will be releved of its obligation? Force Majeure event, to make or accept delivery of Gas, as appticable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event. 11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties. SECTION 12. TERM This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction of either party to indemnify the other, pursuant to Section 10, Section 13, the obligations of the Base Contract, or any transaction. SECTION 13. LIMITATIONS FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEOY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEOY OR MEASURE OF DAMAGES SHALL BE UNITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EXPRESS REMEOY OR MEASURE OF DAMAGES AT LAW OR IN EXPRESS REMEOY OR MEASURE OF DAMAGES AT LAW OR IN EXPRESS REMEOY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE UNITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE THE INTERCO THER REMEDIES OR DAMAGES AT LAW OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO	any or all of the following cin Firm transportation is also or such covenants or obligator Gas at a higher or more adve price than: the Contract Price Contract; (iv) the loss of Buy provided in Section 11.2; or Section 11.2. The party clair	cumstances: (i) the curtailment of interr urfailed; (ii) the party claiming excuse fa is with reasonable dispatch, or (ii) ecor antageous price than the Contract Price, a, or a regulatory agency disallowing, ir yers market(s) or Buyer's inability to (i) the loss or failure of Selfer's gas supp ning Force Majeure shall not be excuse	üptible or secondary Firm transpoi alted to remedy the condition and nomic hardship, to incude, without Buyer's ability to purchase Gas at a whole or in part, the pass throug e or resell Gas purchased hereun ply or depletion of reserves, except of from its responsibility for Imbala	tation unless primary, in-path, to resume the performance of limitation, Selfer's ability. to self a lower or more advantageous gh of costs resulting from this der, except, in either case, as in either case, as provided in nee Charges.
<ul> <li>be given orally: however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible: Upon providing written Notice of Force Majeure to the other party the affected party will be relieved of its obligation] from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.</li> <li>11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.</li> <li>SECTION 12. TERM</li> <li>This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction (s). The rights of either party bursuant to Section 7.6, Section 10. Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.</li> <li>SECTION 13. LIMITATIONS</li> <li>FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEOY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEOY OR MEASURE OF DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES ONEY. A PARTY S/LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR IMEASURE OF DAMAGES ONEY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. SUCH DIRECT ACTUAL DAMAGES ONEY. SUCH DIRECT ACTUAL DAMAGES ONEY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. WOR IN A CONTRACT WAIVED. IF NO REMEDY OR IMEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES</li></ul>	11.4 Notwithstanding	anything to the contrary herein, the p be within the sole discretion of the party	parties agree that the settlement y experiencing such disturbance.	of strikes, lockouts or other
Contirmation executed in writing by both parties. SECTION 12. TERM This Contract may be terminated on 30 Day's written Nolice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights or either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction. SECTION 13. LIMITATIONS FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES, IS PROVIDED, SUCH EXPRESS REMEOY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BELIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL, DAMAGES ONLY, SUCH, DIRECT ACTUAL, DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE, WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NETHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, NCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT, DAMAGES, LOST PROFITS, OR OTHER BUSINESS', INTERRUPTION, DAMAGES PHALL BE LIMITED TO DIRECT. DAMAGES, LOST PROFITS, OR OTHER BUSINESS', INTERRUPTION, NCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT, DAMAGES, LOST PROFITS, OR OTHER BUSINESS', INTERRUPTION, DAMAGES, PK, STATUTE, IN TORT OR GONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTERNOT	be given orally; however, wri possible: Upon providing wri onset of the Force Maleure e	Iten Notice with reasonably full particula tien Notice of Force Majeure to the other vent, to make or accept delivery of Gas.	ars of the event of occurrence is re r party, the affected party will be rel as applicable, to the extent and for	quired as soon as reasonably eved of its obligation, from the the duration of Force Majeure,
This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indennify the other, pursuant hereto, shall, survive the termination of the Base Contract or any transaction. SECTION 13, LIMITATIONS FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY 'OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE. OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE. OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE. OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE. OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY' HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN. OR IN A TRANSACTION, A PARTY'S LIABILITY'S HALL BE, LIMITED TO DIRECT ACTUAL, DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY OR IN A TRANSACTION, A PARTY'S LIABILITY HEREIN PROVIDED TO DIRECT ACTUAL, DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE, WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NETHER PARTY, SHALL BE LIABLE FOR CONSEQUENTIAL, DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES ON DAMAGES AT LAW OR IN EQUITY ARE, WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NETHER PARTY, SHALL BE LIABLE: FOR CONSEQUENTIAL, NCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT, DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES BY ALL DE THE NTERT OF DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE. IN TORT OR GONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTERT OF			y agree to allemative Force Maleu	re provisions in a Transaction
any transaction(s). The rights of either party bursuant to Section 7.6, Section 10, Section 13, the obligation to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction. SECTION 13. LIMITATIONS FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEOY OR MEASURE. OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY STUADULTY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES ONLY. SUCH DERENT A TRANSACTION. A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH OR IN A TRANSACTION. A PARTY'S LIABILITY, SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH ORECT ACTUAL DAMAGES STALL BE THE SOLE AND EXCLUSIVE REMEDY. AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED TO DIRECT ACTUAL DAMAGES ONLY. SUCH ORECT ACTUAL DAMAGES STALL BE THE SOLE AND EXCLUSIVE REMEDY. AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIMITED TO REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROVIDED HEREIN OR ON EQUINTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROVIDES OR OTHER BUSINESS INTERRUPTION DAMAGES INTERRUPTION OR OR INDIRECT DAMAGES, LOST PROVIDES OR OTHER BUSINESS INTERRUPTION DAMAGES INTERRUPTION OR OR INDIRECT DAMAGES, LOST PROVIDED WHEN IN THE INTERRUPTION DAMAGES INTERRUPTION OR OTHER ANY INDEMNITY PROVISION OR OTHER BUSINESS. INTERRUPTION DAMAGES INTERRUPTION OR OTHER ANY INDEMNITY PROVISION OR OTHER BUSINESS. INTERRUPTION DAMAGES INTERRUPTION DE AND INDIRECT WAIVED PROVISION OR OTHER BUSINESS. INTERRUPTION DE MARKES AND INTERRUPTION DE MARKES AND AND INTERRUPTION DAMAGES INTERRUPTION DE MARKES AND INTERRUPTION DE MARKES INTERRUPTION	SECTION 12. TER	M SEV DYSK		And Alain Anna Anna
SECTION 13. LIMITATIONS FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE, OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY SHALBILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION A PARTY'S LIABILITY, SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES ON DAMAGES AT LAW OR IN A TRANSACTION. A PARTY'S LIABILITY, SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES ON DAMAGES AT LAW OR IN EQUITY ARE WAVED. UNLESS EXPRESSLY HEREIN PROVIDED, NETHER PARTY, SHALL BE LIABLE FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES INTATUTE IN TOR OR OTHER OF ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTERT OF	any transaction(s). The rights and the obligation of either	of either party pursuant to Section 7.6. S	ection 10, Section 13, the obligation	s to make payment hereunder,
FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTYS/LIABILITY HEREUNDER SHALL BELIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION. A PARTYS LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NETHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFIS OR OTHER BUSINESS' INTERRUPTION DAMAGES BY STATUTE IN TORT OR GONTRACT. UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTERT OF	이 방법한 방법 전 영화 영화 영화	FATIONS		
HEREUNDER SHALL-BELIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR INLEQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED: UNLESS EXPRESSLY HEREIN PROVIDED, NETHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL INCIDENTIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES IN STATUTE IN TORY OR GONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE: IT IS THE INTERT OF	FOR BREACH OF ANY PRI	OVISION FOR WHICH AN EXPRESS F	REMEDY OR MEASURE OF DAM	AGES IS PROVIDED, SUCH
REGARD TO THE CAUSE OR CAUSES RELATED THERETO; INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE: TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO	EXPRESS REMEDY OR MI HEREUNDER SHALL BELLM INI EQUITY ARE WAIVED. TRANSACTION, A PARTYS DAMAGES SHALL BETHES ARE WAIVED UNLESS I INCIDENTAL, PUNITIVE, IE DAMAGES, BY STATUTE IN THE PARTIES THAT THE L REGARD TO THE CAUSE C NEGLIGENCE BE SOLE; JOI	EASURE OF DAMAGES SHALL BE TH IF NO. REMEDY OR MEASURE OF IF NO. REMEDY OR MEASURE OF SULABILITY, SHALL BE LIMITED TO D SOLE AND EXCLUSIVE REMEDY, AND EXPRESSLY HEREIN PROVIDED, NE XEMPLARY OR INDIRECT. DAMAGES I TORT OR CONTRACT, UNDER ANY IN IMITATIONS HEREIN MOSED ON R R CAUSES RELATED THERETO, INCL NT OR CONCURRENT, OR ACTIVE OR	HE SOLE AND EXCLUSIVE REM SION, AND ALL OTHER REMEDIE F DAMAGES IS EXPRESSLY P DIRECT ACTUAL DAMAGES ONL ALL OTHER REMEDIES OR DAMA EITHER PARTY: SHALL BE LIAE S, LOST PROFITS OR OTHER NDEMNITY PROVISION OR OTHER REMEDIES, AND THE MEASURE LUDING THE NEGLIGENCE OF, AI PASSIVE: TO THE EXTENT ANY.	EDY A PARTY SULABILITY SOR DAMAGES AT LAW OR SOVIDED HEREIN, OR IN A Y SUCH DIRECT ACTUAL GES AT LAW OR IN EQUITY ILE FOR CONSEQUENTIAL BUSINESS INTERRUPTION WISE: IT IS THE INTENT OF DE DAMAGES BE WITHOUT YPARTY, WHETHER SUCH DAMAGES REQUIRED TO BE

Copyright @ 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 10 of 14 NAESE Standard 6.3.1 September 5, 2006

28

:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 17 of 64

> भ 4

# SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price. The provide the second Business Day following business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closes in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes is shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an Index specified for a transaction, any of the following events: (a) the failure of the index to enhounce or publish information necessary for determining the Floating Price. (b) the failure of the index (c) the idential suspension of trading on the exchange or market acting as the index. (c) the itemporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price, all numbers shall be increased by one and if the fourth decimal number is less than five, it individe on the exchange or market. For the provoes, of the index; it is or greater, then the third decimal number shall be increased by one and if the fourth decimal number shall be increased by one and if the fourth decimal number shall be increased by one and if the fourth decimal number is less than f

and the second of the state of the second second

# SECTION 15. MISCELLANEOUS,

15.1. This Contract shall be blinding upon and ihure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereio, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. In a sugment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from fiability hereunder), which consent will not be measured by withheld or delayed, provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract to any parent or Affiliate by assignment, merger or otherwise, without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transfer shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invelid, yold or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or coverant of this Contract and any other provision, agreement or coverant of this Contract and any other provision agreement or coverant of this Contract and any other provision agreement or coverant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether or all or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereot.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this. Contract, Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9 The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15:10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, heilher party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royally owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party is assets or of any rights under this Contract, neuther party the terms of any transaction to a third party (other than the employees, lenders, royally owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party is assets or of any rights under this Contract, provided such persons shall have, agreed to keep such terms confidential, except (i) in order to comply with any applicable law, order, regulation, or exchange rule (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction; (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equily to enforce or seek relief in confidentiality obligation. The terms of any transaction fuel entry of entry for the sole purpose of available at law or in equily to enforce or seek relief in confidentiality obligation. The terms of any transaction here under shall be expertised by the parties hereto for one year from the experiment.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

NAESB Standard 6.3.1 September 6, 2006

÷

į,

Copyright © 2005 North American Energy Standards Board, Inc. All Rights Reserved Page 11 of 14.

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 18 of 64

and shall coon	erate (consiste	nt with the disc	losing party's lega	I obligations) w	th the other	party's efforts to ob	tain protective orders
or similar restr 15.11. The	aints with respe parties may a	ct to such disc gree to disput	osure at the expe	nse of the other	party.		ase Contract or in a
photocopied, o on paper, the evidence in its erbitration; me same condition admissibility of maintained in	r stored on con Transaction Co original form, a diation or admi- ns as other bu the recording, i	puter tapes ar phirmation, if i and all compute nistrative proce siness records the Transaction	nd disks (the "Ima introduced as evi- er records of the f eedings will be ac originated and i Confirmation; or	ged Agreement dence in autom oregoing, if intro Imissible as be naintained in d the linaged Agr	). The Imaginated facsim oduced as en ween the pa ocumentary eement on th	ed Agreement, If int le form, the record vidence in printed fo inties to the same of form. Neither Part to basis that such v	be digitally copied, roduced as evidence ing, if introduced as frmat, in any judicial, extent and under the y shall object to the vere not originated or to the admissibility of
.such evidence.							
sale of natural gas THIS CONTRACT REPRESENTATIN ANY AND ALC IM ANY PARTICULA AWARE OF ANY COURSE OF DEA	: Further, NAESB ACKNOWLEDGI DNS, EXPRESS O PLIED WARRAN R PURPOSE (WH SUCH PURPOSE LING: EACH USI	Coes not mandate ES AND AGREES R IMPLIED, ORA TIES OR CONDIT ISTHER OR NOT ISTHER ALL ER OF THIS CON	THE USE OF THIS CONTRACTOR TO NAESE'S DISC L OR WRITTEN, WI JONS OF TITLE, NO NAESE KNOWS, H LEGED TO ARISE B TRACT ALSO AGRI	AL BY ANY PANY. NA LAIMER OF, ANY I'H RESPECT TO T N-INFRINGEMENT AS REASON TO K Y LAW, BY REASO EES THAT UNDER	AESB DISCLAU AND ALL WAI THIS CONTRA T, MERCHANT NOW, HAS BE DN OF CUSTO NO CIRCUMS	EN ADVISED, OR IS O M OR USAGE IN THE	AND ANY USER OF NS OR CREOF, INCLUDING OR SUITABILITY FOR DTHERWISE IN FACT TRADE, OR BY B BE LIABLE FOR ANY
DIRECT, SPECIA					ES ARISING	JUI OF ANY USE OF	
			ente sono e desta e e del trata e del trat				
						<ul> <li>A the state of the</li></ul>	
							1991 - Stean 1997
					n an ann an an Suidheachtachtachtachtachtachtachtachtachtacht		
·							
Copyright © 2006 All Rights Reserv		Energy Standard	s Board, Inc. Page 12	· · · ·	<b>-</b>		NAESB Standard 6.3.1 September 5, 2006

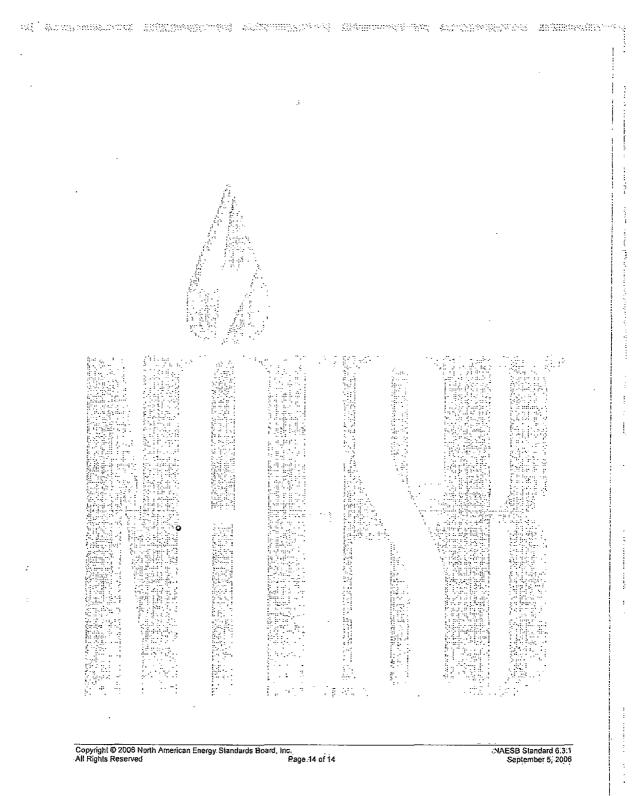
# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 19 of 64

			ION CONFIRM DIATE DELIVE			EXHI
Letterhead/	-090		ſ	Date:		
	0				on Confirmation #: _	
This Transaction Confirmation terms of this Transaction Con specified in the Base Contrac	firmation are	the Base Contrac binding unless dis	t between Selle puted in writing	r and Buyer within 2 Bus	dated siness Days of receip	, The t unless otherwise
SELLER:	Ø Ø		BUYER:	••••••		
	<u>ar pere</u>			· · · · · · · · · · · · · · · · · · ·	··	
		23	Altn:			·
Phone:		Că Rătă				
Base Contract No.	1935 - J	in the second		ract No.		·····
Transporter Contract Number			Transporte	r Contract N	umber:	
	Btu or					
Delivery Period: Begin:			End:	· · · · · · · · · · · · · · · · · · ·		
Performance Obligation and					20.44	<u></u>
Firm (Fixed Quantity) MMBtus/day		Firm (Varl	able Quantity) MBtus/day Min		Interrupt	ble.
U EFR		M	MBlus/day.Ma	imum :	op io	MMBtus/day
		subject to	Section 4.2. at			
		□ Buyer or	∩ Seller		· · · · · · · · · · · · · · · · · · ·	<u>(2000-04)</u> 240-710-70
Delivery Point(s): (If a pooling point is used, list			ne location):	÷		
Special Conditions:		2. (1997) (2. (1997) (2. (1997)			and an advertised And Advantation for the second s	
	) an i			->		
	Selet					
Seller			Buyer:			
By:	0 is ba		By:			
医治疗 法法 计算法分析			Title:			
Date:			Date:			
이 문 영상 같이 집을 받았는 것이다.			11	5.6 <b>. 6</b>		
• • • • • •		•				

----

:

# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 20 of 64



THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 21 of 64

N.55.M

Ą

and a second second

# SPECIAL PROVISIONS

GDF SUEZ Gas NA LLC, Delaware limited liability company ("GSGNA"), and Boston Gas Company d/b/a National Grid ("Boston Gas"), a corporation duly organized under the laws of the Commonwealth of Massachusetts, hereby agree, effective as of December 19, 2011 ("Effective Date"), to the following special provisions ("<u>Special</u> <u>Provisions</u>"), which hereby modify and amend the North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and Purchase of Natural Gas, dated and effective between GSGNA and Boston Gas as of the Effective Date ("<u>Base Contract</u>"). Unless specifically agreed to otherwise in a Transaction Confirmation by the parties, the Base Contract, as modified by these Special Provisions, shall apply to all transactions for the purchase and sale of Gas and LNG between the parties. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract.

- Section 2.6 is amended by replacing "Federal Banking Holidays" with "Federal Reserve Bank holidays".
- (2) Section 2.30 is deleted in its entirety and replaced with the following:

"2.30. "Specified Transaction(s)" shall mean any other transaction or agreement now existing or hereafter entered into between Party A and Party B, including, but not limited to any commodity or financial derivative agreement or transaction, and any other transaction or agreement (between the parties or the parties' Affiliates) identified as a Specified Transaction under the Base Contract; *provided, however*, that "Specified Transaction(s)" shall not include any agreement entered into between Party A and Party B prior to the Effective Date."

(3) The definition of "Termination Option" contained in Section 2.34 is deleted in its entirety and replaced with the following:

"2.34. "Termination Option" shall mean the option of either party to terminate a transaction under this Base Contract in the event that the other party fails to perform a Firm Obligation to deliver Gas, in the case of Seller, or to receive Gas, in the case of Buyer, (where Seller and Buyer are defined in each Transaction Confirmation), as specified in Section 3.4 herein."

(4) The following is added as a new Section 2.36:

"2.36. "Costs" shall mean: (a) losses, costs and expenses associated with transmission or transportation related to any Terminated Transaction that are incurred by the Non-Defaulting Party and which cannot be avoided through the Non-Defaulting Party's reasonable efforts; (b) brokerage fees, commissions and other similar losses, costs and expenses reasonably incurred by the Non-Defaulting Party by liquidating any Terminated Transaction or by entering into new arrangements to replace any Terminated Transaction;

Page 1 of 6

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 22 of 64

and (c) losses, costs and expenses, including but not limited to any reasonable external counsel's fees and court costs, if any, incurred by the Non-Defaulting Party in connection with enforcing its rights in respect of any Terminated Transaction."

ANY TANANG MANAGAMMATANA ANY DIA GARAGAMATANA MANAMATANA MANAGAMATANA ANY ANA ANY ANA ANY ANA ANY ANA ANY ANA A

(5) The following is added as a new Section 2.37:

"2.37. "Liquefied Natural Gas" or "LNG" shall mean liquefied Gas."

(6) The following is added as a new Section 2.38:

"2.38. "Credit Rating" means, with respect to any party as the case may be or entity; on any date of determination (1) the ratings assigned by Moody's and/or S&P with respect to such party's or entity's unsecured; senior long-term debt obligations (not supported by third party credit enhancements), or (2) is such entity does not have a rating for its unsecured, senior long-term debt, then the rating assigned to such entity by Moody's and/or S&P as its corporate credit rating or issuer rating. In the event of in inconsistency in ratings by the two rating agencies (a "split rating"), the lowest rating assigned shall control."

(7) The following is added as a new Section 2.39:

2.39. "Moody's shall mean Moody's Investors Service, Inc. or its successor."

(8) The following is added as a new Section 2.40:

"2:40. "S&P".shall mean the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor."

(9) Section 3.4 is deleted in its entirety and replaced with the following:

"Section 3.4. In addition to all other remedies available hereunder, if Selfer or Buyer (as defined under each Transaction Confirmation) breaches a Firm obligation to deliver or receive Gas for a period of (i) three (3) consecutive Days or (ii) five (5) or more cumulative Days in any thirty (30) day period, under any Transaction Confirmation, and such failure is not excused due to an event of Force Majeure or by the other party's failure to perform, then an Event of Default shall have occurred,"

(10) The following is added as a new Section 7.8:

"Section 7.8. If requested by a party; the other party shall deliver within one hundred eighty (180) days following the end of each fiscal year, a copy of its (or its Guarantor's, if applicable) certified financial statements or its (or its Guarantor's, if applicable) annual report containing such party's audited consolidated financial statements for such fiscal year. The statements shall be for the most recent accounting period and prepared in accordance with generally

Page 2 of 6

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 23 of 64

and the second secon NV. accepted accounting principles, provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default pursuant to Section 10.2(vi) so long as the party diligently pursues the preparation, certification and delivery of the statements; and provided further that: (i) if such party is required to make its audited financial statements available to the public, then the requesting party shall use public sources to obtain such information, and (ii) with respect to GSGNA, which does not prepare and report financial statements, the requesting party agrees that it will accept for review in lieu thereof, the financial. statements of GDF SUEZ Energy North America, Inc., GSGNA's parent company," (11)10.1 Section 10.1 is deleted in its entirety and replaced with the following: If a Party (a "Reviewing Party") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due). 4 by the other party ("Debtor Party") (including, without limitation, the occurrence of a material change in the credit worthiness of Debtor Party or Debtor Party's Guarantor, if applicable), the Reviewing Party may demand from the Debtor Party (through written notice) Adequate Assurance of Performance. For purposes of this section, "Adequate Assurance of Performance" shall mean sufficient security in a form, amount (not to exceed the amount that would be computed under section 10.3.1 in the event that the date of demand for Adequate Assurance of Performance was designated as an Early Termination Date exclusive of any Costs), for a term and from an issuer, all as reasonably acceptable to Reviewing Pairty, including but not limited to (i) cash; (ii) a cash prepayment; (iii) a standby irrevocable letter of credit issued by a United States commercial bank with at least ten (10) billion dollars in assets, and a Credit Rating of at least A2 by Moody's and A by S&P; or (iv) any financial security in a form satisfactory to the. Requesting Party. The Debtor Party hereby grants to the Reviewing Party a continuing first priority security interest in, lien or, and right of setoff against all Adequate Assurance of performance in the form of cash transferred by Debtor Party to Reviewing party pursuant to this Section 10.1. Upon the return by Reviewing Party to Debtor Party of such Adequate Assurance of Performance, the ģ security interest and lien granted hereunder on that Adequate Assurance of ÷ Performance shall be released automatically and, to the extent possible, without any further action by either party (12)Section 10.2 is amended by deleting the word "or" immediately before "(ix); and adding the following language immediately after the words "Additional Event of Default contained in Section 10.2(ix)": "or, (x) fail to deliver or receive Gas under a Firm obligation as provided in Section 3.4 above." (13)Section 10.2 is amended by adding the following as a new sentence after the word Page 3 of 6

ł

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 24 of 64

	"hereunder." at the end of the paragraph:
	"Any such election by the Non-Defaulting Party to withhold and/or suspend deliveries or payments as a consequence of an Event of Default (including any such actions taken by the Non-Defaulting Party pursuant to Section 3.4), shall not relieve the Defaulting Party of any obligations with respect to any Transaction Confirmation under this Base Contract."
(14)	Section 10.3.1 (Early Termination Damages Apply) is amended by adding the following as a new sentence after "Transactions)," at the end of the first paragraph:
	"In addition, the Non-Defaulting Party may adjust the amount owed to account for any Costs incurred by the Non-Defaulting Party as a result of the termination, acceleration and liquidation of any Terminated Transaction."
(15)	Section 10.3.2 "Triangular Setoff Option" shall be amended by deleting the following after the words "Defaulting Party" and before the word "to" in the $12^{th}$ line of Section 10.3.2(v):
	"or its Affiliates".
(16)	Section 11.3 is amended by adding the following after the word "excuse" in subsection 11.3(ii) in the third (3rd) line:
	"failed to use reasonable efforts to overcome the condition or".
(17)	Section 15,1(ii) is amended by inserting the following between the word "party" and the period at the end of the sentence:
	"; provided; however, such assignee has provided such guarantees, letters of credit or other assurances of its ability to perform as the non-assigning party may; in its sole opinion, require".
(18)	The following is added as a new Section 15.13:
	<b>%15.13</b> ANY PARTY BRINGING A LEGAL ACTION OR PROCEEDING AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION SHALL BRING THE LEGAL ACTION OR PROCEEDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) ANY OBJECTION WHICH IT MAY NOW HAVE OR LATER HAVE TO THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF
	Page 4 of 6

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 25 of 64

	· · · ·
	OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY, AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING. BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS BASE CONTRACT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ITS APPELLATE COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION."
(19)	The following is added as a new Section 15.14:
τ. τ <sup>.</sup>	"15.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS BASE CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY, BY AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION."
(20)	The following language is added as a new Section 15.15:
	"15.15. With regard to references to Imbalance Charges in Sections 2.19, 2.22, 3.2, 4.3, 11.1 and 11.3, it is understood and agreed that upon receiving Notice of Force Majeure, the party not claiming Force Majeure shall adjust nominations with its Transporter(s) to account for any change in quantities to be delivered or received. Such nomination change shall be made immediately, if feasible, or as soon as practicable but not later than the next intraday nomination cycle following receipt of such Notice of Force Majeure."
[This	section intentionally left blank]
	Page 5 of 6

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 26 of 64

negeoerine view since and an and an an an an an an an and an an and the second and a second and a second and a à S102..... - 114 IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties: GDF SUEZ Gas NA LLC BOSTON GAS COMPANY D/B/A NATIONAL GRID pl WERE AND THEFT. By: By: Name: Joseph P. Murphy. Name: J Vice President, Sales & Marketing Title Title: 151716 Eastern Region 111111111 ----------1.1 ł ÷ 

Page 6 of 6

÷

1

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 27 of 64

## GDF SUEZ GAS NA LLC

#### Liquefied Natural Gas Annex to the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas

# Section 1. Applicability

This Liquefied Natural Gas Annex ("LNG Annex") only applies to the sales of Liquefied Natural Gas by Seller on a firm or interruptible basis pursuant to the 2006 North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas dated as of December 19, 2011 ("Base Contract"), between GDF SUEZ Gas NA LLC as Seller and Boston Gas Company d/b/a National Grid as Buyer. This LNG Annex incorporates by reference the terms of the Base Contract, as amended by any Special Provisions agreed by the parties. This LNG Annex shall not apply to deliveries of Gas as the term is defined in the Base Contract.

#### Section 2. Definitions

The following terms shall have the meaning ascribed to them below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Base Contract,

- 2.1. "Gross Heating Value" means, when applied to vaporized LNG, the number of Btus produced by combustion of one (1) cubic foot of water-free vaporized LNG, measured at 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to 60° Fahrenheit at a pressure of 14.73 pounds per square inch absolute and water formed by combustion is condensed to a liquid state.
- 2.2. "Liquefied Natural Gas" or "LNG" means Gas at or below its boiling point at or near atmospheric pressure.
- 2.3. "LNG Annex" has the meaning set forth in Section 1 hereof.
- 2.4. "LNG Trucks" has the meaning specified in Section 4.2.ii.
- 2.5. "Standard Cubic Foot" or "SCF" means a volume of Gas that occupies one (1) cubic foot of volume at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 pounds per square inch.
- 2.6. "Terminal" means any currently existing or future facilities, located either offshore or onshore, and any and all port, marine or other facilities ancillary thereto (including the pilot boarding station and any navigation buoys), that are capable of, or when completed will be capable of, being used for the berthing,

39

1

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 28 of 64

unberthing, or servicing of LNG vessels and the receiving, storing, regasifying, or transporting of LNG.

#### Section 3. Quality

- 3.1. LNG delivered by Seller shall, upon delivery at the Terminal, have a Gross Heating Value, Wobbe Index, and composition when vaporized conforming to the following specifications prior to odorization:
  - i. a Gross Heating Value of between 967 Btu/SCF and 1,110 Btu/SCF;
  - ii. a Wobbe Index range of between 1,314 and 1,400;
  - iii. constituent elements the percentage of which may vary within the following limits (in molecular percentage):

combined nitrogen $(N_2)$ and oxygen $(O_2)$	not to exceed 2.75
oxygen (O <sub>2</sub> )	not to exceed 0.2
carbon dioxide (CO <sub>2</sub> )	between 0 and 2.00
ethane and heavier hydrocarbons (C2+)	not to exceed 12.00
butanes and heavier hydrocarbons (C4+)	not to exceed 1.50

- iv. An amount of H<sub>2</sub>S not to exceed 0.5 grains per hundred cubic feet; and
- v. An amount of total sulfur not to exceed 10 grains per hundred cubic feet.
- 3.2. The quality of the Gas to be derived from LNG delivered to Buyer hereunder is in accordance with those Gas quality and interchangeability standards adopted by Algonquin Gas Transmission, LLC pursuant to an Order on Contested Settlement issued by the Commission on February 19, 2009, in Docket No. RP07-504-000.
- 3.3. Determination of Gross Heating Value of Liquid LNG
  - Seller shall obtain at least one sample of LNG each Day delivery is made to any Buyer. The composition of each sample shall be determined by Seller by chromatographic analysis, and the Btus per pound of LNG for each sample shall be calculated by reference to the table below:

Component	Molecular Weight (Lb/Lbmol)	Gross Heating Value (Btu/pound)
Methane	16.042	23885.11
Ethane	30.068	22323.40
Propane	44.094	21663.58
Isobutane	58.120	21237.06
Normal Butane	58.120	21298.97
Nitrogen	28.016	0.00

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 29 of 64

ii. The Btus per pound of LNG shall be determined each Day LNG is delivered to any Buyer or for any Buyer's account and shall be the weighted average of all samples taken that Day from LNG flowing from each tank at the Terminal. If any sample or the results thereof are determined to be unsatisfactory in the reasonable judgment of Seller, the results of that sample will not be used in the calculation of the average Btus per pound of LNG for such Day. Should such sample be the only sample taken that Day, or if samples should not be taken for any reason, then the average Btus per pound for that Day shall be the most recent Day's Gross Heating Value reasonably satisfactory to Seller.

#### 3:4. Measurement of Quantity of LNG

- i. Equipment. Where LNG is delivered at the Terminal to LNG Trucks, Seller shall maintain and operate at its Terminal truck scales for weighing such LNG Trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.
- ii. Delivery to LNG Trucks. Where LNG is delivered at the Terminal to LNG Trucks, the LNG Trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered. The most recent Btu/SCF equivalent of LNG delivered to LNG Trucks shall be shown on each bill of lading.
- iii. Calculation of Quantity Delivered. The total Btus delivered each Day shall be calculated by multiplying the average Btus per pound of LNG determined for each delivery Day by the weight of LNG delivered during that Day.

## 3.5. Verification of Measurement

- i. Buyer's Right To Verify Quality or Quantity. Buyer shall have the right, at its own expense, to verify in any reasonable manner with its own equipment or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Section 3.3 or Section 3.4 of this LNG Annex, and Seller shall cooperate fully with Buyer in any exercise of this right.
- ii. Access to Equipment and Records. Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repair, inspection, testing, calibration, or adjustment done in connection with the other's measurement of deliveries of LNG hereunder.
- 3.6. Correction of Errors of Meters

The quantity of LNG delivered hereunder during periods when the measuring equipment is out of service or registering inaccurately shall be estimated as follows:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 30 of 64

- If, upon testing, any equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly;
- ii. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for the period since the last test in which such error is known to have existed or which may be agreed upon by the parties. If the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of last test, not to exceed a correction period of sixteen (16) days.
- iii. If no tests have been performed to determine the degree of inaccuracy, or if the measuring equipment is out of service, the quantity of LNG delivered shall be estimated as follows:
  - A. by using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof,
  - B. by correcting the error, if the quantity or percentage of such error is ascertainable by calibration, test, or mathematical calculation; or if the procedures in neither the preceding subparagraph A. nor this subparagraph B. is available,
  - C. by relating the quantity of LNG delivered hereunder during periods when the measuring equipment was out of service or registering inaccurately to LNG deliveries that occurred during periods under similar conditions when the measuring equipment was deemed to have been in service and registering accurately.

#### 3.7. Test of Meters

The accuracy of any measuring equipment for LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any fourteen (14) Day period. Recording calorimeters shall be verified by the installing party not less than once per Day at

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 31 of 64

approximately the same hour each Day while in use, and if requested, in the presence of representatives of the other party.

3.8. Preservation of Records

Each party shall preserve all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 3 for a period of at least two (2) years from the Month to which such data, charts, and other similar records relate.

3.9. Odorization of LNG

LNG delivered as liquid hereunder shall be free of odorant compounds, and Buyer shall indemnify and hold Seller harmless from all claims and damages, including suits, actions, damages, costs, losses and expenses, arising by reason of any failure of Buyer to odorize such LNG after its receipt at the point of delivery.

#### Section 4. Notices and Nominations

- 4.1. Each party shall provide the following notices and communications by telephone, electronic mail or facsimile to the other party at the address agreed upon, and such other party shall confirm such notices and communications to the sending party in writing or by telephone at the address agreed upon within twenty-four (24) hours following its receipt of the telephone, electronic mail or facsimile communication:
  - i. Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.
  - ii. Requests for delivery of LNG to LNG Trucks.
  - iii. Notices of an emergency nature.
- 4.2. Subject to Seller's receipt of forty-eight (48) hour's advance notice from Buyer, Seller shall deliver liquid LNG to Buyer under the following conditions:
  - i. LNG trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following specifications:
    - A. a minimum capacity of six thousand (6,000) gallons;
    - B. a maximum pressure at time of loading of fifteen (15) psig;
    - C. pre-cooled to at least negative two hundred forty degrees (- 240°) Fahrenheit;
    - D. the previous cargo contained in such truck or trailer shall have been LNG, or documentation shall be provided certifying that inert purge followed by pre-cooling with LNG has been carried out; and

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 32 of 64

- E. safe operating conditions, including compliance with the requirements of all applicable federal, state and local laws and regulations.
- ii. Any truck or trailer complying with the conditions of Section 4.2.i shall be a "LNG Truck."
- iii. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool-down, which LNG will be sold to Buyer at the price provided in the Transaction Confirmation.
- iv. Seller shall use commercially reasonable efforts to deliver LNG on less than forty-eight (48) hours' notice upon the request of Buyer.

#### Section 5. Amendments to Base Contract

- 5.1. The following Sections of the Base Contract are amended by inserting "or LNG" after each occurrence of the word Gas: 1.1;1.2; 2.3; 2.10; 2.11; 2.12; 2.27; 2.30; 2.34; 3.2; 4.1; 6; 7.6; 8.1; 8.2; 8.3; 8.5; 11.3; 11.5; 14 and 15.6.
- 5.2. Section 2.14 of the Base Contract is amended by inserting the following immediately after the word "transaction":

"provided that, for purposes of delivery of LNG, a "Day" mean a period of 24 consecutive hours, commencing at 9:00 a.m. in the central time zone."

5.3 Section 5 of the Base Contract is amended by adding the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, LNG delivered by Seller shall comply with the specifications specified in the LNG Annex."

- 5.4 Section 7.1 of the Base Contract is amended as follows:
  - i. insert "or LNG" between "Gas" and "delivered"; and
  - after the words "Scheduled Gas" add the words, "or, in the case of LNG deliveries, the quantity of LNG delivered, determined in accordance with the LNG Annex".
- 5.5 Section 10.3.1 ("Early Termination Damages Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas" in the second line of the first paragraph and the first and second lines of the second paragraph.
- 5.6 Section 10.3.1 ("Early Termination Damages Do Not Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas."

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 33 of 64

5.7 Section 11.2 of the Base Contract is amended by deleting the first sentence thereof and replacing it with the following:

"The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, carthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at Seller's Terminal, or the inability of Seller to deliver LNG, Force Majeure on or of any third party providing transportation service of LNG for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of LNG supply affecting Seller's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise and which it could not with the exercise of due diligence have avoided; such term shall likewise include those instances where:

- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; and
- ii. either party is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
- 5.8 Section 11.3 of the Base Contract is amended by deleting the following language and punctuation from the end of the Section: "; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2." and by adding a period at the end of subsection (iv) in place of the semicolon.

[The rest of this page intentionally left blank]

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 34 of 64

ţ

IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

.

By:

Name: Joseph P. Murphy Title. Vice President, Sales & Marketing, Eastern Region BOSTON GAS COMPANY D/B/A NATIONAL GRID

By:\_ Name: hn V. Vauch Title: tuto prized tore

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 35 of 64

> Dococo 3749 ORIGINAL

ſ

.......

ł

,

Base Contract for Sale and Purchase of Natural Gas This Base Contract is entered into as of the following date: December 19, 2011.

Contract 18 3246.

The parties to this Base Contract are the following:

÷

.

.. .

. .

...

. . . .

in huise te	this Base Contract are th	e tolioning,
PARTY A GDF SUEZ GAS NA LLC	PARTY NAME	PARTY B COLONIAL, GAS COMPANY D/B/A NATIONAL. GRID
20 City Squara, Suite.3 Charlestown, MA 02129	ADDRESS.	c/oʻNational Grid 40 Sytvan Road, E3/606 Walthem, MA 02451
www.gdfsuez.com	BUSINESS WEBSITE	www.nationalgrid.com
NSB040	CONTRACT NUMBER	
19-671-4414	D-U-N-S® NUMBER	006954903
US FEDERAL 04-3009638	TAX ID NUMBERS	US FÉDERAL: 04-3480443.
Delaware	JURISDICTION OF ORGANIZATION	Commonwealth of Massachusetts
D Corporation B cLLC	COMPANY TYPE	Comporation DLLC Limited Partnership D Partnership D LLP D Other:
	GUARANTOR	
	(IF APPLICABLE) ONTACT INFORMATI	I
20 City Square, Suite 3, Charlestown, MA 02129		c/o National Grid, 40 Sylvan Road, Wailham, MA .02451
ATTN Vice President Sales & Markeling TEL# (617) 886-8700 FAX# (617) 886-8844		ATTN: Director: Customer Cholos/ Gas Resource: Mai TEL#: (781) 907-1839 FAX#: (781) 907-1847 EMAIL: elizabeth arangic@us.hgnd
EMAIL: loseph.murphy@ddfsuezna.com 1990 Post Oak Bouleverd, Houston, TX 77056	· · · · · · · · · · · · · · · · · · ·	c/o National Grid, 40 Sylvan Road, Waltham, MA- 02451
ATTN: Manager, Gas Supply Operations		ATTN: Director, Customer Choice/ Gas Resource Mot
TEL#: (713) 636-1528 FAX#: (713) 636-1247	SCHEDULING	TEL# (781) 907-1639 FAX#: (781) 907-1647
EMAIL: joe.deschamps@ggl/suezna.com		EMAIL: elizabeth.arangio@us.ng/ld
20 Cily Square; Suite 3, Charlestown, MA 02129		do National Grid, 100 East Old Country Rd, Hicksville, NY 11801
ATTN: Contract Administration	- CONTRACT AND	ATTN: Director, Gas Contracting & Compliance
TEL#: (617) 886-8700 FAX#: (617) 886-8844	LEGAL NOTICES	TEL#: (516) 545-3108 FAX#: (515) 545-5439
EMAIL: saundra quadagno@od/suezna.com		EMAIL: john alloca@us.ngrid
1990 Post Oak Boulevard: Suite 1900, Houston, TX 77056		c/o National Grid. 100 East Old Country Rd. Hicksville: NY 1801.
ATTN: Director, Credit	CREDIT	ATTN: Credit Department
TEL#: (713) 636-1788 FAX#: (713) 636-1695		TEL#: (516) 545-3122 FAX#: (516) 545-5459
EMAIL: jane.wihite@gdfsuezna.com		EMAIL: ebonitroupe@us.ng.td
20 City Square, Suite 3, Charlestown, MA 02129		go National Grid. 100 East Old Country Rd, Hicksville, NY 11881
ATTN: Contract Administration	TRANSACTION	ATTN: Director, Gas Contracting & Compliance
TEL#: (617) 886-8700 FAX#: (617) 685-8844	CONFIRMATIONS	TEL# (618) 545-3108 FAX#; (616) 545-5469 EMA(L; lohn.alloca@us.hgild
EMAIL: seundra guadagno@gorsuezna.com		
	COUNTING INFORMAT	
1990 Post Oak Boulevard, Suile 1900, Houston TX 77056	INVOICES	C/O National Grid: 100 East Old Country Rd Hicksville. NY 11801
ATTN Revenue Analyst	PAYMENTS	ATTN: Back Office: TEL#: (516) 545-6032 FAX#: (516) 545-5469
TEL# (713) 636-1422 FAX#:(713) 636-1613	SETTLEMENTS	EMAIL:
EMAIL: blanca.rics@gdfsuezna.com BANK JP Morgan Chase Bank	177 <u>17</u>	BANK:
ABA: 021000021 ACCT: 00113321179	WIRE TRANSFER	ABA
OTHER DETAILS: For GDF SUEZ Gas NA LLC	(IF APPLICABLE)	OTHER DETAILS:
ATTN	CHECKS	ATTN:
ADDRESS	(IF APPLICABLE)	ADDRESS:
BANK		BANK:
ABA: 'ACCT:	ACH NUMBERS	ABA: ACCT:
OTHER DETAILS:	(IF.APPLICABLE)	OTHER DETAILS:

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 1 of 14

.....

.....

.....

----

NAESB Standard 6.3.1 September 5, 2006



# THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 36 of 64

	Base Contract for Sale a	ontinued)	<u>se of Natural Gas</u>
published by it	tract incorporates by reference for all purposes the G re North American Energy Standards Board. The pa additions. In the event the parties fail to check a box, f	eneral Terms an ties hereby agre	d Conditions for Sale and Purchase of Natural Gas e to the following provisions offered in said General ult provision shall apply, <u>Select the appropriate box(es)</u>
Section 1.2; Transaction Procedure	E Oral (defauil) OR Q Written	Section 10.2 Additional Events of Default	D: No Additional Events of Default (default) D: Indebtedness Cross Default
Section 2.7 Confirm, Deadline	Q     2.Business Days after receipt (default)       OR	Deiadii	Party A: Party B: Party B:      Transactional Cross Default     Specified Transactions:
Section 2.8 Confirming Party	Seller (defailit) OR Seller (defailit) OR Seller (defailit)		
Section 3:2 Performance Obligation	Cover Standard (default)     OR     Spot Price Standard	Section 10.3.1 Early Termination Damages	QR
			Early Termination Damages Do Not Apply
Immediately prec	ig Spot Price Publication applies to both of the boling	Section 10.3.2	Other Agreement Setoffs Apply (default).
Section 2.31 Spot Price Publication	Gas Daily Midpolini (default) OR	Other Agreement Setoffs	D Bilateral (default) R Triangular OR
			Other Agreement Setoffs Do Nol Apply
Section 6. Taxes	Buyer Pays At and After Delivery Point (default OR Seller Pays Before and At Delivery Point	) 	
	le anna an Anna an Anna An Anna <u>Le an Anna an Anna</u> An an Anna Anna Anna Anna Anna Anna Ann		20 (1977) (2017)
	25 <sup>™</sup> Day of Month following Month of delivery (defauit) OR D Day of Month following Month of delivery ₽		
Method of Paymen	B Wire transfer (default) D Automated Clearinghouse Credit (ACH) 17 D Check	Section 15.10 Confidentiality	Confidentiality applies (default)     OR     Confidentiality does not apply
Section 7.7 Netling	B. Netting applies (ciefaùit) OR O Netting does not apply		
Special Provisio	ns: Number of sheets attached: 6 pages		
<u>N</u>	WHEREOF, the parties hereto have executed this	Base Contract	THE REPORT OF A DESCRIPTION OF A DESCRIP
GDF SUEZ G			Colonial Gas Company d/b/a National Grid.
By:	My My	SIGNATURE	By John Van
Py:	and the second		Name: Jan V. Vauchm.

.

.....

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 37 of 64

ъ

# **General Terms and Conditions** Base Contract for Sale and Purchase of Natural Gas

#### SECTION 1. PURPOSE AND PROCEDURES

These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or 1.1 Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

#### - 3 Oral Transaction Procedure:

· ·

17 The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted cursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not Invalidate any transaction agreed to by the parties. Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period. The Confirming Party shall, and the other party may record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facismite [ED] or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3

If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement 1.3. referred to in Section 22 such receiving party shall notify the sending party via facsimile, EDI or multially agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party is agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmation shell be binding until or unless such receiving the same transaction, then neither Transaction Confirmation shell be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict enoug the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2; (i) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (ii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. in in 3

### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein. ÷.

5

Additional Event of Default, shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if 2.1. selected by the parties pursuant to the Base Contract.

"Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any. entity or person means ownership of at least 50 percent of the voting power of the entity or person.

Copyright @ 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 3 of 14 NAESB Standard 6.3.1 September 5, 2006

20

2

ł

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 38 of 64

20000

à

Ë

5

2

:

:

and the second second

2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4. "Base Contract" shell mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. British thermal unit" of "Blu" shall mean the International BTU, which is also called the Blu (IT),

المراجع المتحدين المحمد محدود محمو محمو والمحمو

.....

2.6. "Business Day(s)" shall mean Monday through Eriday, excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided; if the Transaction Confirmation is lime stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day:

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party:

2:9, "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties

2.10: "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seler for the purchase of Gas as agreed to by the partles that transaction.

2.11. Contract Quantity shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant (6) this Contract, then the performing party shall use commercially reasonable efforts to (0) if Buyer is the performing party, obtain Gas, (or an allernate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area; as applicable! consistent with: the amount of notice provided by the nonperforming party, the immediacy of the Buyer. Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an inevocable standby letter of credit, a margin agreement; a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14. Day' shall mean a period of 24 consecutive hours, coextensive with a 'day' as defined by the Receiving Transporter in a particular transaction

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.

2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. FED: shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. Firm, shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the charge in deliveres and/or feceipts is confirmed by the Transporter.

2.20. Gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.21 Guarantor, shall mean any entity that has provided a guaranty of the obligations of a party herebinder.

2.22. "Imbalance Charges' shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporters balance and/or nomination requirements.

2.23 Indebledness Cross Default shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebledness (such indebledness to include any obligation whether present or future, contingent or otherwise, as principal or surely or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract, with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 4 of 14 NAESB Standard 6.3.1 September 5, 2006

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 39 of 64

20000 0

:

2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability except such interrupting party may be responsible for any imbelance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

anna sense bus de la constance de la constance

2:25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekalherm:

2:26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately, prior to the commencement of the first Day of the next calendar month.

2:27, "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2,28. "Receiving Transporter, shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2:29: "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2:30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot-Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day, provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next price are relevant Day; and (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next published that next follows the relevant Day;

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. Transactional Cross Default, shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34: Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party tails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Cas for Seller or Buyer upstream or downstream respectively, of the Delivery Point pursuant to a particular transportion.

# SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller egrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis; as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.
Cover Standard:

3.2 The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Cas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation, costs to or from the Delivery Point(s), multiplied by the difference is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Seller (s, multiplied by the differences in transportation, costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller In the amount equal to the positive difference is any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas or Seller has used commercial quantity of Gas, then in addition to (i) or (()-above, as applicable; the sole and exclusive remedy of the performing party with respect to the Gas in replaced or sold shall be an amount equal to the sole and exclusive remedy of the contract Price and the Spice adjusted for such the applicable difference shall be reported under the Sac or sole and and no such replaced for such any unativorable difference shall be responsible for

Copyright © 2006 North American Energy Standards Board, inc. All Rights Reserved Page 5

Page 5 of 14

NAESB Stendard 6 3.1 September 5, 2006

÷

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 40 of 64

#### Spot Price Standard:

3.2 The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Setler on any Day(s), payment by Setler to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller In an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3:2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

nya sa ana katana wanya wakanya katana katana katana katana katana katana katana sa katana katana katana katana

3.7 Notwithstanding Section 3.2, the parties may agree to Alternative Damages In a Transaction Confirmation executed in writing by both parties.

3:4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance traggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

#### SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1 Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). 4.2. Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

43 The parties shall use commercially reasonable efforts to avoid imposition of any imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Inbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantilies of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Selier for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantilles of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such linbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

#### SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter,

#### SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

4.25

Υ. Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, tees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Cas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Cas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes of charges shall furnish the other party any necessary documentation thereof. 

#### Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all laxes, fees, feviles, penalties, licenses or charges imposed by any government authority (Taxes) on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay, Taxes that are the other party stressonsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof

#### SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1 Seller shall Invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual guantity delivered is not known by the billing date, billing will be prepared based on the quantify of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Págé 6 óf 14 NAESB Standard 6.3.1 September 5, 2006

!

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 41 of 64

NUMBER OF STREET

1002200

ģ

1.111

Ì

Ċ

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date of 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment 'from the nonperforming party will be due five Business Days after receipt of invoice.

17.4. If the involced party in good faith, disputes the amount of any such involce or any part thereof, such involced party will pay such amount as it concedes to be correct, provided, however, if the involced party disputes the amount due, it must provide supporting documentation acceptable in industry, practice to support the amount party dispute without undue delay. In the event the parties are unable to resolve such dispute, either party any prevent any remedy available at a worth equility to enforce its rights pursuant to this Section.

7.5. If the involced party fails to remit the full amount payable when due, interest on the unpald portion shall accue from the date due until the date of payment at a rate equal to the lower of (i) the then effective prime rate of interest published under "Money Rates" by The Wall-Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate:

7.6: A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times; to examine and audit and to obtain copies, of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonable times; to examine and audit and to obtain copies, of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonable times; to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All, involces and billings shall be conditisively presumed final and accurate and all associated claims for under or overpayments shall be deemed! waived unless auch involces are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of fees delivery. All retroactive adjustments under section 7 shall be paid in full by the party owing payment within 30.Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7.5 provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.5 shall be subject to neiting under this Section 7.5 shall be subject to neiting agreement, the terms and conditions therein shall prevail to the executed a separate neiting agreement, the terms and conditions therein shall prevail to the executed as separate neiting agreement, the terms and conditions therein shall prevail to the executed as separate neiting agreement, the terms and conditions therein shall prevail to the executed as separate neiting agreement.

# SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any itability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any ilability with respect to said Gas after its delivery to Buyer at the Delivery Point(s). Delivery Point(s) and assume any ilability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by the Buyer, free and clear of all llens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAMED.

813. Seller agrees to indemnify Buyer and save it harmless from all losses, "liabilities or claims including reasonable, attorneys, fees and costs of court ("Claims"), from any and all persons, ansing from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Boyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of tille to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3), provided, however, that in the event Seller took tille to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered interview. The States and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

# SECTION 9. NOTICES

9.1 All Transaction Confirmations, involces, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

 9.3.
 Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will exply. Notices sent by facsimile shall be deemed to have been received upon the sending, party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is copyright 0 2006 North American Energy Standards Board; Inc.

 NAESB Standards 63.1
 Page 7 of 14

53

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 42 of 64

101/204

ź

i;

:

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next. following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after It was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing

and the second second

The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall 9.4 not be obligated to implement such change until ten Business Days after receipt of such Notice.

#### SECTION 10. FINANCIAL RESPONSIBILITY

10:1, If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the oreditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance: "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term; and from an issuer, all as reasonably acceptable to X, Including, but not fimited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of seloff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10:1. Upon the return by X to Y of such Adequate Assurance of Performance; the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

In the event (each an "Event of Default") either party (the "Defaulting Party"), or its Guarantor shall: (I) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or assignment of any general analygement of the benefit of creditors, (i) line a period of of the wise commerce, autorize, of acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commerced against it. (iii) otherwise become bankrupt or insolvent. (however evidenced); (iv) be unable to pay its debts as they fail due. (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations, relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one. Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non Defaulting Party") shall have the right; at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder

10.3. It an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Nolice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Molice is given as an early lemination date (the Early Termination Date) for the induction and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law (Excluded, Transactions), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon lemination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10:3.1

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as Indicated on the Base Contract. 

875 F. 100

#### Early Termination Damages Apply:

10-31. As of the Early Termination Date, the Non-Defaulting Party shall determine in good failth and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Dale and all other applicable charges relating to such deliveries and receipts (including without limitation any argounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting: Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value; as defined below, of such Terminaled Transaction(s) shall be due to the Buyer under the Terminaled Transaction(s) if such Market Value exceeds the Contract Value and to the Seller If the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1. Contract Value, means the amount of Ges remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Markel Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts; quotations from leading dealers in energy swap contracts of physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Copyright © 2006 North American Energy Sländards Board, Inc. Page 8 of 14

NAESB Standard 6.3.1 September 5, 2006 ž

į

;

## THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 43 of 64

transaction shall	For the avoidance of doubt, any option pursuant to which one pa I be considered in determining Contract Values and Market Values. fall be determined by the Non-Defaulting Party in a commercially reason	The rate of interest used in calculating net
	ion Damages Do Not Apply:	
between the part other applicable	s of the Early Termination Date, the Non-Defaulting Party shall deter oner, the amount owed (whether or not then due) by each party with ties under Terminaled Transactions and Excluded Transactions on an charges relating to such deliveries and receipts (including without limite int has not yet been made by the party that owes such payment under the	respect to all Gas delivered and received d before the Early Termination Date and all allon any amounts owed under Section 3.2),
The parties ha	ive selected either "Other Agreement Setoffs Apply" or "Other e.Base Contract:	Agreement Setoffs Do Not Apply" as
	nt Setoffs Apply:	
Bilateral Setoff		
under Section 10 other (the "Net S hereby authorize any Credit Supp	he Non-Defaulting Party shall net or aggregate, as appropriate, any a 0.3.1, so that all such amounts are netted or aggregated to a single liqu settlement Amount"). At its sole option and without prior Notice to the D ad to estoff any Net Settlement Amount against (i) any margin or other or ort Obligation relating to the Contract, and (ii) any amount(s) (includin or held by the party that is entitled to the Net Settlement Amount un ties:	iiidated amount payable by one party to the befaulting Party, the Non-Defaulting Party is collateral held by a party in connection with grany excess cash margin, or excess cash
Triangular Seto	가는 것 같은 값은 물건을 할 수 있는 것이 없다. 것 같은 것 같	
Under Section 11 other (the 'Net S hereby authorize any Credit Suppi cash margin or any Net Settlem cash collateral) arrangement. (n margin or exces agreement or ar any excess cash	te Non-Defauilting Party shall het or aggregale, as appropriate, any a 0.3.1, so that all such amounts are netted or aggregated to a single liqu lettlement Amount). At its sole option, and without prior. Notice to the D d to setoff (i) any Net Settlement Amount against any margin or other i ont Obligation relating to the Contract. (ii) any Net Settlement Amount a excess cash collateral) owed by or to a party under any other agreeme ent Amount, owed to the Non-Defaulting Party against any amount (s) (ir owed by the Non-Defaulting Party or its Athliates 16, the Default v) any Net Settlement Amount owed to the Defaulting Party against agreement, and/or (v) any Net Settlement Amount owed to the Default in angle or excess cash collateral) owed by the Defaulting Party to the Non-Default imargin or excess cash collateral owed by the Defaulting Party or its nent or arrangement.	Idaled amount payable by one party to the befaulting Party, the Non-Defaulting Party Is collateral held by a party in connection with gainst any amount(s) (including any excess int or arrangement between the parties; (iii) including any excess cash margin or excess on g Party Under any other agreement or any amount(s) (including any excess cash ing Party or its Affiliates under any other ing Party or its Affiliates under any other its Affiliates under its Affiliates under its Affiliates its Affiliates
Other Agreeme	nt Setoffs Do Not Apply:	A Martin Ma Martin Martin Ma Martin Martin Marti
under Section-10 other (the "Net S may setoff any N	e. Non-Defaulting Party shall net or aggrégate, as appropriate, any a 3,3,1 so that all such amounts are netted or aggregated to a single liquid bettlement Amount). At its sole option and without pror Notice to the let Settlement Amount against any margin or other collateral held by a p g to the Contract.	ideted amount payable by one party to the Defaulting Party, the Non-Defaulting Party
unascertained, the respect of the es Any amount not	any obligation that is to be included in any netting, aggregation in Non-Defaulting Party may in good faith estimate that obligation and limite; subject to the Non-Defaulting Party accounting to the Defaulting then due which is included in any netting, aggregation for setoff pursua and a commercially reasonable manner determined by the Non-Defaulting	I nel, aggregate or setoff, as applicable, in g Party when the obligation is ascertained int to Section 10.3.2 shall be discounted to
the Net Settleme shall include a w to give such Not against the Non Section 10.3.2, s eartier than the E from the date due Rales; by The Wa	on as practicable after a liquidation. Notice shall be given by the Non- int Amount; and whether the Net Settlement Amount is due to or due f ritten statement explaining in reasonable detail the calculation of the N ice shall hot affect the validity or enforceability of the indication or giv Defaulting Party. The Net Settlement Amount as well as any setoffs hall be paid by the close of business on the second Business Day folk arty Termination Date. Interest on any unpaid portion of the Net Settlement until the date of payment at a rate equal to the lower of (i) the then effective all Street Journal, plus two percent per annum; or (ii) the maximum applicable	rom the Non-Defaulting Party. The Nolice et Settlement Amount, provided that failure e rise to any claim, by the Defaulting Party applied against such amount pursuant to owing such Notice, which date shall not be inf Amount as adjusted by setoffs, shall accure prime rate of Interest published under Money lawful interest rate
10.5 The p States Bankrupto Bankruptov Code	arties agree that the transactions hereunder constitute a "lorward or y Code and that Buyer and Seller are each "forward contract merchant ;	ontract" within the meaning of the United Is" within the meaning of the United States
	lon-Defaulting Party's remedles under this Section 10 are the sole and co to the occurrence of any Early Termination Date. Each party (	reserves to itself all other rights, setoffs,
	d other defenses that it is or may be entitled to arising from the Contract	£.

.

.....

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 44 of 64

197 5.11

÷

١,

2

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netling, provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

#### SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm varings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or fallure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances; ripits, sabotage; hsurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promutgated by a governmental unbrity having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it hes occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtalment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance is sufficient of source that the performance is affected by any or all of the following circumstances: (i) the curtalment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch, or (ii) economic hardship, to include; without limitation. Seller's ability to sail Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase. Cas at a lower or more advantageous price than the Contract Price, Buyer's ability to purchase as a lower or more advantageous price than the Contract Price, Buyer's ability to purchase dimerunder, except, in either case, as provided in Section 11.2; or (v) the loss of failure of Seller's as supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility to imbalance. Charges,

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally: however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation; from the onset of the Force Majeure event, to make or accept delivery of Oss, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majoure provisions in a Transaction Confirmation executed in writing by both parties.

#### SECTION 12. TERM

This Contract may be terminated on 30 Day's written Nolice; but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6; Section 10; Section 13; the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

# SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE UMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL NOLDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT, DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE IN TOR'T OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE IN TOR'T OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE IN TOR'T OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE "PARTIES THAT. THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE; OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 10 of 14 NAESB Standard 5.3:1 September 5, 2005

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 45 of 64

and a second of the second second

ż

1

:

è

## SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price to the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price (shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated, market participants in the relevant market; two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Deliver, Point and averaging the four quotes. If either party faits to provide two quotes then the average of the other party is two quotes shall determine the replacement price for the Floating Price. "Floating Price" agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price. (b) the failure of trading to commence or the permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that, a material change in the formula for or the method of determining the Floating Price, all numbers shall be increased by one and if the fourth decimal number is tess the index for the formation method and the index for the index determines the price or unavailability of the index (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that, a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the the floating Price has occurred. For the purposes of the ca

and the second sec

#### SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective partice hereto; and this contract, shall run, for the full term of this Contract, shall run, for the full term of this Contract. No, assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from fiability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment; merger or otherwise without the prior approval of the chier party. Upon any such assignment, transfer and assumption, the transfer, shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or coveriant of this Contract.

15.3. No waive of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the junsdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another junsdiction

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions, thereof

15.7. There is no third party beneficiary to this Contract

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10 Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counse), accountants and other agents in the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings or (i) to the extent such information is delivered to such third party for the cole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereinder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentially obligation. Subject to see the parties shall be entitled to all remedies available at law or in equily to enforce, or seek relief in connection with this confidentially obligation. The terms of any transaction for the parties here to any expression of the terms of any transaction being the parties have the disclosure.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement maydisclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure;

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 11 of 14

NAESB Standard 6.3.1 September 5, 2006

57

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 46 of 64

deap-real

1

į.

÷

ŝ

5

and the second second

and shall cooperate (consistent with the disclosing parity's legal obligations) with the other parity's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other parity.

and the second s

İ:1

15:11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated; facsimile form, the recording, if introduced as evidence in automated; facsimile form, the recording, if introduced as evidence in automated; facsimile form, the recording, if introduced as evidence in automated; facsimile form, the recording, if introduced as evidence in automated; facsimile form, the recording, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction confirmation; or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, noting herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO MAESB'S DISCLAIMER OF, ANY AND ALL WARRANTES, CONDITIONS OR. REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL MARRANTES, CONDITIONS OR. REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SITABILITY FOR. ANY AND ALL IMPLIED WARRANTES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SITABILITY FOR. ANY ARATICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF, ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT,

in the second			
In Align And Announced Announce Announced Announced Annou Announced Announced Announce Announced Announ			
		· "你们,我们也能想到了你,你们们把你们。"	이 집에 방법되는 것이 없는 것이 없는 것이 없다.
		· 같 나는 전한 · · · · · · · · · · · · · · · · · ·	
网络美国新闻 网络美国新闻		- 法法法的 二氟 氯化化 超	
		the second se	
建制的钢 机砂糖酸 使物的肉 医克德勒		the second se	おうさんてい いっかいかん
	frage lie	计算机的 机油 化油油 化油油 化乙二乙烯	ing han ang ang ang ang ang ang ang ang ang a
		- Alter were a 2017 - 2014 - 2014	
		그는 것 같은 것 같	a harakan da bara a
- ころ ふ きょう 一般をやってい		그 승규 안 되었다. 그는 김 승규는 가슴을 가지 않는 것이 없다. 가슴을 것이 없다. 귀에 있는 것이 없다. 가슴을 것이 없 않다. 가슴을 것이 없다. 가슴을 것이 않다. 것이 없다. 가 것이 없다. 것이 없다. 것이 없다. 것이	신한 방송성을 가지 않는 것을 것 같아.
김 지수가 있는 것 같은 것 같은 것 같이 봐.		in the second	13 (F 17 17 17 17 17 17 17 17 17 17 17 17 17
	1.2041		
		and the second	an a
<ul> <li>An example of the second s</li></ul>		a an	
And the second second second			
			그 김 나는 말 가 있는 것 같아.
그는 승규는 그래도 관계 사람이 있는 것	· · · · ·	그는 그는 것 같아요? 이 가지 않는 것 같아요. 이 가지 않는 것 같아요? 가지 않는 것 같아요? 이 가지 않는 것 않는 것 같아요? 이 가지 않는 것 않는	
	2 C C C C C C C C C C C C C C C C C C C	Lander Charles and the second s	a daga ya ka
		ta a falta da falta d	a ta freferi
ふかん びたい しんかき しみ ひきひろう		그는 가슴에 반 분석 수가 있는 것을 가지 않는 것을 것을 것을 것을 수야? 것을	a sha a bar a sha a s
the state of the second se		the state of the s	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		and the second	
	1. 1	A TELEVISION AND A TELEVIS	
《武林林·北京》 [4] [5] [5] [5] [5] [6]	land.	· · · · · · · · · · · · · · · · · · ·	
그 가지 않고 있는 것 이 방법적인 것	1	· · · · · · · · · · · · · · · · · · ·	
a ser in a la constancia.			- M.Z.M. E.,
and the second	1	この「おおがながない」「「「おもう」」「おもうない」」「おもうない」」	
二、行为为为 一种 计算 经 化等效合金			
그는 이번 가슴 물을 다 있는 것 같아. 이 있 ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ? ?	1	计分子数数据数 二乙酸盐 机合金 机合金线管	and the second se
a 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997			- A MARTINE A MARTINE A
The second s	2	- 「「「「「「」」」」 しんしょう しんしょ しんしょ	a sa manana a sa
te san yan an ingin di singi tertik te di singi a			a shi dhee a shi shi
			CONTRACTOR AND AND
		and the second	
I 37.5 (2.5)			
이 집 집 같은 것 같은 것 같은 것 같아? 같이	····	- 프로그램의 문화 문화 문화 등 등 등 등 등 등 등 등 등 등 등 등 등 등 등	
Pala ini Arrestria i	1 A A		State and the second
			急速的 化二氟基乙酸
		그는 것 집 옷 밖에 주 수가 가 들었다. 가 가 나는 것 것 가 하나요. 이 것 가 하나요.	145.46 Br - 5 LL - 7 - 8
- 15 パート そうじゅうかいかい	1		A the second
		· · · · · · · · · · · · · · · · · · ·	おどがない 一般地 だいい
		the second se	
二十六十 五十十 法国际部署 医子宫			
· 문화 · · · · · · · · · · · · · · · · · ·	. ·	그 같은 지수는 것을 하는 것을 수가 있다.	
			2010 L 19 1
	19 A 24		and the second
		그 전에 가슴을	
	12 1		G 2020 20 - E Hell 1
A 1997 The data set of a se		The first state of the second state of the sec	
	· ·	一行之気を見る 一方 一方 一方 一方	en la sur e
<ul> <li>Shows and shows of the H 2 Million</li> </ul>		一 推进机能的 一 一 品牌 一 一 人名马尔 一 人名	lina Kantan di tahun a
승규는 승규는 것 같 것 같 것 같아요.		in the second	
		A STATE OF A	
a di kana kana kana kana kana kana kana kan			
· "你不知道,你们就能能能。"		a Reference and a second se	Added and the second
			구성 비가 안 있는 것이 안 있는 것이 있는 것이 없다.
			and the property of a state of the state of
			in a statute of the state of th
		그는 것 같은 것 같	
			a magici a sa s
- 人がみ しいし - 一切 (1人に)なが			and and a second se
		· · · · · · · · · · · · · · · · · · ·	
			11111111111111111111111111111111111111
		<ul> <li>A subsected in the sector of th</li></ul>	
- うわしてお - 私人の方法			
			14.2.4 e e
		<ul> <li>Astraction and the second se Second second seco</li></ul>	
		the second se	
	· · · · ·	a set the set of the s	
그 같아요. 지난 이 가 안 물 옷 힘이 있다.	( )		
	5.4		·: *

. .

Copyright @ 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 12 of 14

·····

. . .....

. . . . .

NAESB Standard 6.3.1 September 5, 2006

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 47 of 64

			ÓN CONFIRMA IATE DELIVER			EXHİB
Letterhea	d/Logo			Date: Transactio	n Confirmation #:	
This Transaction Confirmal terms of this Transaction C specified in the Base Confr	ion is subject to onfirmation are t	the Base Contract binding unless disp	belween Seller uted in writing w	and Buyer o vithin 2 Busi	lated ness Days of receipt	., The unless otherwise
SELLER			BUYER:			· · · · · · · · · · · · · · · · · · ·
·						······
Attn:	43 44,424 08 15,245	····	Attn:			······································
Phone: Fax:		<u>Alt</u> An alt	Phone:	· · · · ·		
Base Contract No.			Base Contra Transporter:	ct No.		
Transporter Contract Numb	er: <u>A A</u>	24.3 			imber:	;
Contract Price: \$/M	MBtu or	<u></u>	_L	••		
Delivery Period: Begin:			End			
Performance Obligation a						ble MMBius/day
Firm (Fixed Quantity):		Firm (Varia	ble Quantity):		- Interrupti	ble
MMBtus/day		<u></u> M	/Blus/day Minin /Blus/day Maxi	num	Up to	MMBlus/day
LEFP	9. ja		ection 4.2. at el			
		O Buyer or	1.5.2			inder in Angelon Lander IV Lander V
Delivery Point(s)						
(If a pooling point is used, li		graphic and pipelin			<ul> <li>A Che Jones Planet</li> <li>A Che Jones Planet</li> <li>A Che Jones Planet</li> </ul>	
Special Conditions:						, 25.14 A A
Special Conditions:	с. н.	in i na station de la des instation de la secondada atorization de la secondada		·· .		
				 ļi		
						11 Ag
	7 Ý 1		<u>.</u>	<u> </u>		
			Buyer:			
Bv	1979 P. 1919 11 - 19	n de andre 11 politication a contra cal				
By the second second			By:	16.		
Tala and a state of the			Title:	=:. ! !	And States	<u> </u>
Title to the second sec	a ti at. Special		1. J. J.	11.23		
Select And And And And And And And And And And	3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		Date:			

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved. Page 13 of 14

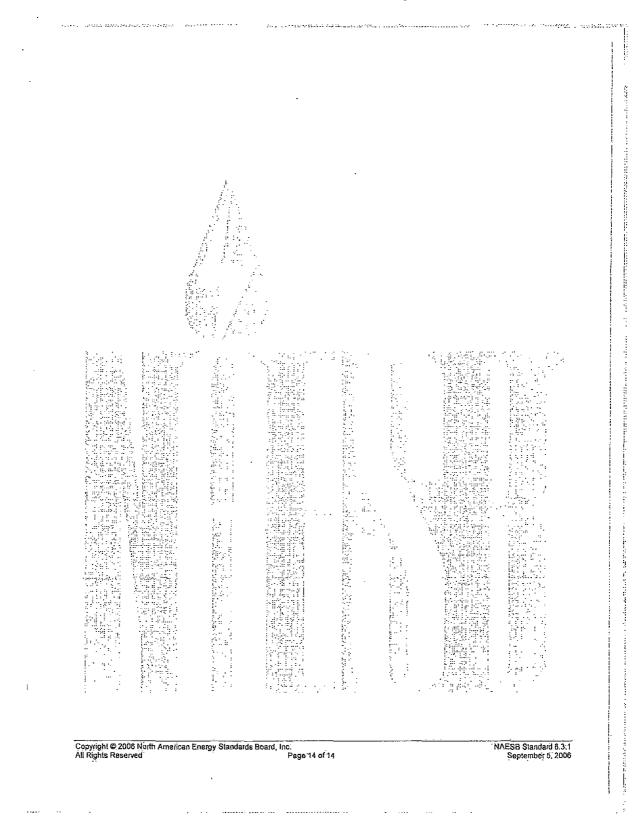
. .. . .

. .. . . . . . . . .

NAESB Standard 6.3.1 September 5, 2006.

. .

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 48 of 64



THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 49 of 64

# SPECIAL PROVISIONS

. Anternet and a second second second second second second second second second second second second second secon

> GDF SUEZ Gas NA LLC, Delaware limited liability company ("GSGNA"), and Colonial Gas Company d/b/a ("Colonial"), a corporation duly organized under the Commonwealth of Massachusetts, hereby agree, effective as of December 19, 2011 ("Effective Date"), to the following special provisions ("Special Provisions"), which hereby modify and amend the North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and Purchase of Natural Gas, dated and effective between GSGNA and Colonial as of the Effective Date ("<u>Base Contract</u>"). Unless specifically agreed to otherwise in a Transaction Confirmation by the parties, the Base Contract, as modified by these Special Provisions, shall apply to all transactions for the purchase and sale of Gas and LNG between the parties. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base-Contract.

- (1) Section 2.6 is amended by replacing "Federal Banking Holidays" with "Federal Reserve Bank holidays".
- (2) Section 2,30 is deleted in its entirety and replaced with the following:

"2.30. "Specified Transaction(s)" shall mean any other transaction or agreement now existing or hereafter entered into between Party A and Party B, including, but not limited to any commodity or financial derivative agreement or transaction, and any other transaction or agreement (between the parties or the parties' Affiliates) identified as a Specified Transaction under the Base Contract, provided, however, that "Specified Transaction(s)" shall not include any agreement entered into between Party A and Party B prior to the Effective Date."

(3) The definition of "Termination Option" contained in Section 2.34 is deleted in its entirety and replaced with the following:

"2.34: "Termination Option" shall mean the option of either party to terminate a transaction under this Base Contract in the event that the other party fails to perform a Firm Obligation to deliver Gas, in the case of Seller, or to receive Gas, in the case of Buyer, (where Seller and Buyer are defined in each Transaction Confirmation), as specified in Section 3.4 herein."

(4) The following is added as a new Section 2.36:

. . . . . . . .

"2.36. "Costs" shall mean: (a) losses, costs and expenses associated with transmission or transportation related to any Terminated Transaction that are incurred by the Non-Defaulting Party and which cannot be avoided through the Non-Defaulting Party's reasonable efforts; (b) brokerage fees, commissions and other similar losses, costs and expenses reasonably incurred by the Non-Defaulting Party by liquidating any Terminated Transaction or by entering into new arrangements to replace any Terminated Transaction;

Page 1 of 6

1

i

#### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 50 of 64

····· ..... d. 44 14 14 and (c) losses, costs and expenses, including but not limited to any reasonable external : counsel's fees and court costs, if any, incurred by the Non-Defaulting Party in connection ÷ with enforcing its rights in respect of any Terminated Transaction." The following is added as a new Section 2.37: (5) "2.37. "Liquefied Natural Gas" or "LNG" shall mean liquefied Gas." The following is added as a new Section 2.38: (6) ŀ "2.38. "Credit Rating" means, with respect to any party as the case may be or entity, on any date of determination (1) the ratings assigned by Moody's and/or ļ S&P with respect to such party's or entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements), or (2) is such entity does not have a rating for its unsecured, senior long-term debt, then the rating assigned to such entity by Moody's and/or S&P as its corporate credit rating or issuer rating, In the event of in inconsistency in ratings by the two rating agencies (a "split rating"), the lowest rating assigned shall control." The following is added as a new Section 2:39: (7) 2.39. "Moody's shall meen Moody's Investors Service, Inc. or its successor." (8) The following is added as a new Section 2.40: "2.40. "S&P" shall mean the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor." Section 3.4 is deleted in its entirety and replaced with the following: (9)"Section 3.4. In addition to all other remedies available hereunder, if Seller or Buyer (as defined under each Transaction Confirmation) breaches a Firm. obligation to deliver or receive Gas for a period of (i) three (3) consecutive Days t, N or (ii) five (5) or more cumulative Days in any thirty (30) day period, under any Transaction Confirmation, and such failure is not excused due to an event of Force Majeure or by the other party's failure to perform, then an Event of Default. shall have occurred." (10) The following is added as a new Section 7.8: "Section 7.8. If requested by a party, the other party shall deliver within one hundred eighty (180) days following the end of each fiscal year, a copy of its (or its Guarantor's, if applicable) certified linancial statements or its (or its Guarantor's, if applicable) annual report containing such party's audited consolidated financial statements for such fiscal year. The statements shall be for the most recent accounting period and prepared in accordance with generally Page 2 of 6

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 51 of 64

. .. . . . .

η,

ł

ţ

÷.

ł

accepted accounting principles, provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default pursuant to Section 10.2(vi) so long as the party diligently pursues the preparation, certification and delivery of the statements; and provided further that: (i) if such party is required to make its audited financial statements available to the public, then the requesting party shall use public sources to obtain such information, and (ii) with respect to GSGNA, which does not prepare and report financial statements, the requesting party agrees that it will accept for review in lieu thereof, the financial statements of GDF SUEZ Energy North America, Inc., GSGNA's parent company." 10.1 Section 10.1 is deleted in its entirety and replaced with the following:  $(11)^{-1}$ If a Party (a "Reviewing Party") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Debtor Party") (including, without limitation, the occurrence of a material change in the creditworthiness of Debtor Party or Debtor Party's Guarantor, if applicable), the Reviewing Party may demand from the Debtor Party (through written notice) Adequate Assurance of Performance. For purposes of this section, "Adequate Assurance of Performance" shall mean sufficient security in a form, amount (not to exceed the amount that would be computed under section 10.3.1 in the event that the date of demand for Adequate Assurance of Performance was designated as an Early Termination Date exclusive of any Costs), for a term and from an issuer, all as reasonably acceptable to Reviewing Party, including but not limited to (i) cash; (ii) a cash prepayment; (iii) a standby irrevocable letter of credit issued by a United States commercial bank with at least ten (10) billion dollars in assets, and a Credit Rating of at least A2 by Moody's and A by S&P; or (iv) any financial security in a form satisfactory to the Requesting Party. The Debtor Party hereby grants to the Reviewing Party a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of performance in the form of cash transferred by Debtor Party to Reviewing party pursuant to this Section 10.1. Upon the return by Reviewing Party to Debtor Party of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party. (12)Section 10.2 is amended by deleting the word "or" immediately before "(ix); and adding the following language immediately after the words "Additional Event of Default contained in Section 10:2(ix)": "or, (x) fail to deliver or receive Gas under a Firm obligation as provided in Section 3.4 above." (13) Section 10.2 is amended by adding the following as a new sentence after the word

Page 3 of 6

1. .....

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 52 of 64

A 0717777

and a second second second second second second second second second second second second second second second

"hereunder." at the end of the paragraph: "Any such election by the Non-Defaulting Party to withhold and/or suspend deliveries or payments as a consequence of an Event of Default (including any such actions taken by the Non-Defaulting Party pursuant to Section 3.4), shall not relieve the Defaulting Party of any obligations with respect to any Transaction Confirmation under this Base Contract." (14)Section 10.3.1 (Early Termination Damages Apply) is amended by adding the following as a new sentence after "Transactions)." at the end of the first paragraph: "In addition, the Non-Defaulting Party may adjust the amount owed to account for any Costs incurred by the Non-Defaulting Party as a result of the termination, acceleration and liquidation of any Terminated Transaction." Section 10.3.2 "Triangular Setoff Option" shall be amended by deleting the (15)following after the words "Defaulting Party" and before the word "to" in the 12<sup>th</sup> line of Section 10.3.2(v): "... or its Affiliates ... ". (16) Section 11.3 is amended by adding the following after the word "excuse" in subsection 11.3(ii) in the third (3rd) line: "failed to use reasonable efforts to overcome the condition or". Section 15.1(ii) is amended by inserting the following between the word "party" (17) and the period at the end of the sentence: "; provided; however, such assignee has provided such guarantees; letters of credit or other assurances of its ability to perform as the non-assigning party may; in its sole opinion, require". (18) The following is added as a new Section 15.13: **"15.13 ANY PARTY BRINGING A LEGAL ACTION OR PROCEEDING** AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION SHALL BRING THE LEGAL ACTION OR PROCEEDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) ANY OBJECTION WHICH IT MAY NOW HAVE OR LATER HAVE TO THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF Page 4 of 6

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 53 of 64

	OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY, AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS BASE CONTRACT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ITS APPELLATE COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION."	
(19)	The following is added as a new Section 15:14:	
	"15.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY OTHER. DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS BASE CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY, BY AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION."	
(20)	The following language is added as a new Section 15.15;	
	<sup>a</sup> 15.15. With regard to references to Imbalance Charges in Sections 2.19, 2:22, 3.2, 4.3, 11.1 and 11.3, it is understood and agreed that upon receiving Notice of Force Majeure, the party not claiming Force Majeure shall adjust nominations with its Transporter(s) to account for any change in quantities to be delivered or received. Such nomination change shall be made immediately, if feasible, or as soon as practicable but not later than the next intraday nomination cycle following receipt of such Notice of Force Majeure. <sup>a</sup>	
[This;s	section intentionally left blank]	
	Page 5 of 6	

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 54 of 64

4 - WWW.

÷

IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties. **GDF SUEZ Gas NA LLC** COLONIAL GAS COMPANY D/B/A NATIONAL GRID CRC By: By: Name: Joseph P. Murphy Vauchn Name: Vice President, Sales & Marketing Vicw Eastern Region Title Title: 10051710 natrais

.

· ·····

....

.....

. ... . .....

.. ....

. ....

Page 6 of 6

.....

.....

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 55 of 64

### GDF SUEZ GAS NA LLC

#### Liquefied Natural Gas Annex to the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas

#### Section 1. Applicability

This Liquefied Natural Gas Annex ("LNG Annex") only applies to the sales of Liquefied Natural Gas by Seller on a firm or interruptible basis pursuant to the 2006 North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas dated as of December 19, 2011 ("Base Contract"), between GDF SUEZ Gas NA LLC as Seller and Colonial Gas Company d/b/a National Grid as Buyer. This LNG Annex incorporates by reference the terms of the Base Contract, as amended by any Special Provisions agreed by the parties. This LNG Annex shall not apply to deliveries of Gas as the term is defined in the Base Contract.

### Section 2. Definitions

The following terms shall have the meaning ascribed to them below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Base Contract.

- 2.1. "Gross Heating Value" means, when applied to vaporized LNG, the number of Btus produced by combustion of one (1) cubic foot of water-free vaporized LNG, measured at 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to 60° Fahrenheit at a pressure of 14.73 pounds per square inch absolute and water formed by combustion is condensed to a liquid state.
- 2.2. "Liquefied Natural Gas" or "LNG" means Gas at or below its boiling point at or near atmospheric pressure.
- 2.3. "LNG Annex" has the meaning set forth in Section 1 hereof.
- 2.4. "LNG Trucks" has the meaning specified in Section 4.2.ii.
- 2.5. "Standard Cubic Foot" or "SCF" means a volume of Gas that occupies one (1) cubic foot of volume at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 pounds per square inch.
- 2.6. "Terminal" means any currently existing or future facilities, located either offshore or onshore, and any and all port, marine or other facilities ancillary thereto (including the pilot boarding station and any navigation buoys), that are capable of, or when completed will be capable of, being used for the berthing,

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 56 of 64

unberthing, or servicing of LNG vessels and the receiving, storing, regasifying, or transporting of LNG.

# Section 3. Quality

- 3.1. LNG delivered by Seller shall, upon delivery at the Terminal, have a Gross Heating Value, Wobbe Index, and composition when vaporized conforming to the following specifications prior to odorization:
  - i. a Gross Heating Value of between 967 Btu/SCF and 1,110 Btu/SCF;
  - ii. a Wobbe Index range of between 1,314 and 1,400;
  - iii. constituent elements the percentage of which may vary within the following limits (in molecular percentage):

combined nitrogen $(N_2)$ and oxygen $(O_2)$	not to exceed 2.75
oxygen (O <sub>2</sub> )	not to exceed 0.2
carbon dioxide (CO <sub>2</sub> )	between 0 and 2.00
ethane and heavier hydrocarbons (C2+)	not to exceed 12.00
butanes and heavier hydrocarbons (C4+)	not to exceed 1.50

- iv. An amount of H<sub>2</sub>S not to exceed 0.5 grains per hundred cubic feet; and
- v. An amount of total sulfur not to exceed 10 grains per hundred cubic feet.
- 3.2. The quality of the Gas to be derived from LNG delivered to Buyer hereunder is in accordance with those Gas quality and interchangeability standards adopted by Algonquin Gas Transmission, LLC pursuant to an Order on Contested Settlement issued by the Commission on February 19, 2009, in Docket No. RP07-504-000.
- 3.3. Determination of Gross Heating Value of Liquid LNG
  - i. Seller shall obtain at least one sample of LNG each Day delivery is made to any Buyer. The composition of each sample shall be determined by Seller by chromatographic analysis, and the Btus per pound of LNG for each sample shall be calculated by reference to the table below:

Component	Molecular Weight (Lb/Lbmol)	Gross Heating Value (Btu/pound)
Methane	16.042	23885.11
Ethane	30.068	22323.40
Propane	44.094	21663.58
Isobutane	58.120	21237.06
Normal Butane	58.120	21298.97
Nitrogen	28.016	0.00

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 57 of 64

ii. The Btus per pound of LNG shall be determined each Day LNG is delivered to any Buyer or for any Buyer's account and shall be the weighted average of all samples taken that Day from LNG flowing from each tank at the Terminal. If any sample or the results thereof are determined to be unsatisfactory in the reasonable judgment of Seller, the results of that sample will not be used in the calculation of the average Btus per pound of LNG for such Day. Should such sample be the only sample taken that Day, or if samples should not be taken for any reason, then the average Btus per pound for that Day shall be the most recent Day's Gross Heating Value reasonably satisfactory to Seller.

#### 3.4. Measurement of Quantity of LNG

- i. Equipment. Where LNG is delivered at the Terminal to LNG Trucks, Seller shall maintain and operate at its Terminal truck scales for weighing such LNG Trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.
- ii. Delivery to LNG Trucks. Where LNG is delivered at the Terminal to LNG Trucks, the LNG Trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered. The most recent Btu/SCF equivalent of LNG delivered to LNG Trucks shall be shown on each bill of lading.
- iii. Calculation of Quantity Delivered. The total Btus delivered each Day shall be calculated by multiplying the average Btus per pound of LNG determined for each delivery Day by the weight of LNG delivered during that Day.

#### 3.5. Verification of Measurement

- i. Buyer's Right To Verify Quality or Quantity. Buyer shall have the right, at its own expense, to verify in any reasonable manner with its own equipment or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Section 3.3 or Section 3.4 of this LNG Annex, and Seller shall cooperate fully with Buyer in any exercise of this right.
- ii. Access to Equipment and Records. Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repair, inspection, testing, calibration, or adjustment done in connection with the other's measurement of deliveries of LNG hereunder.

#### 3.6. Correction of Errors of Meters

The quantity of LNG delivered hereunder during periods when the measuring equipment is out of service or registering inaccurately shall be estimated as follows:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 58 of 64

- If, upon testing, any equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly;
- ii. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for the period since the last test in which such error is known to have existed or which may be agreed upon by the parties. If the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of last test, not to exceed a correction period of sixteen (16) days.
- iii. If no tests have been performed to determine the degree of inaccuracy, or if the measuring equipment is out of service, the quantity of LNG delivered shall be estimated as follows:
  - A. by using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof,
  - B. by correcting the error, if the quantity or percentage of such error is ascertainable by calibration, test, or mathematical calculation; or if the procedures in neither the preceding subparagraph A. nor this subparagraph B. is available,
  - C. by relating the quantity of LNG delivered hereunder during periods when the measuring equipment was out of service or registering inaccurately to LNG deliveries that occurred during periods under similar conditions when the measuring equipment was deemed to have been in service and registering accurately.
- 3.7. Test of Meters

The accuracy of any measuring equipment for LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any fourteen (14) Day period. Recording calorimeters shall be verified by the installing party not less than once per Day at

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 59 of 64

approximately the same hour each Day while in use, and if requested, in the presence of representatives of the other party.

#### 3.8. Preservation of Records

Each party shall preserve all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 3 for a period of at least two (2) years from the Month to which such data, charts, and other similar records relate.

3.9. Odorization of LNG

LNG delivered as liquid hereunder shall be free of odorant compounds, and Buyer shall indemnify and hold Seller harmless from all claims and damages, including suits, actions, damages, costs, losses and expenses, arising by reason of any failure of Buyer to odorize such LNG after its receipt at the point of delivery.

### Section 4. Notices and Nominations

- 4.1. Each party shall provide the following notices and communications by telephone, electronic mail or facsimile to the other party at the address agreed upon, and such other party shall confirm such notices and communications to the sending party in writing or by telephone at the address agreed upon within twenty-four (24) hours following its receipt of the telephone, electronic mail or facsimile communication:
  - i. Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.
  - ii. Requests for delivery of LNG to LNG Trucks.
  - iii. Notices of an emergency nature.
- 4.2. Subject to Seller's receipt of forty-eight (48) hour's advance notice from Buyer, Seller shall deliver liquid LNG to Buyer under the following conditions:
  - i. LNG trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following specifications:
    - A. a minimum capacity of six thousand (6,000) gallons;
    - B. a maximum pressure at time of loading of fifteen (15) psig;
    - C. pre-cooled to at least negative two hundred forty degrees (- 240°) Fahrenheit;
    - D. the previous cargo contained in such truck or trailer shall have been LNG, or documentation shall be provided certifying that inert purge followed by pre-cooling with LNG has been carried out; and

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 60 of 64

- E. safe operating conditions, including compliance with the requirements of all applicable federal, state and local laws and regulations.
- ii. Any truck or trailer complying with the conditions of Section 4.2.i shall be a "LNG Truck."
- iii. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool-down, which LNG will be sold to Buyer at the price provided in the Transaction Confirmation.
- iv. Seller shall use commercially reasonable efforts to deliver LNG on less than forty-eight (48) hours' notice upon the request of Buyer.

#### Section 5. Amendments to Base Contract

- 5.1. The following Sections of the Base Contract are amended by inserting "or LNG" after each occurrence of the word Gas: 1.1;1.2; 2.3; 2.10; 2.11; 2.12; 2.27; 2.30; 2.34; 3.2; 4.1; 6; 7.6; 8.1; 8.2; 8.3; 8.5; 11.3; 11.5; 14 and 15.6.
- 5.2. Section 2.14 of the Base Contract is amended by inserting the following immediately after the word "transaction":

"provided that, for purposes of delivery of LNG, a "Day" mean a period of 24 consecutive hours, commencing at 9:00 a.m. in the central time zone."

5.3 Section 5 of the Base Contract is amended by adding the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, LNG delivered by Seller shall comply with the specifications specified in the LNG Annex."

- 5.4 Section 7.1 of the Base Contract is amended as follows:
  - i. insert "or LNG" between "Gas" and "delivered"; and
  - after the words "Scheduled Gas" add the words, "or, in the case of LNG deliveries, the quantity of LNG delivered, determined in accordance with the LNG Annex".
- 5.5 Section 10.3.1 ("Early Termination Damages Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas" in the second line of the first paragraph and the first and second lines of the second paragraph.
- 5.6 Section 10.3.1 ("Early Termination Damages Do Not Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas."

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 61 of 64

5.7 Section 11.2 of the Base Contract is amended by deleting the first sentence thereof and replacing it with the following:

"The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, carthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at Seller's Terminal, or the inability of Seller to deliver LNG, Force Majeure on or of any third party providing transportation service of LNG for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of LNG supply affecting Seller's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise and which it could not with the exercise of due diligence have avoided; such term shall likewise include those instances where:

- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; and
- either party is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
- 5.8 Section 11.3 of the Base Contract is amended by deleting the following language and punctuation from the end of the Section: "; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2." and by adding a period at the end of subsection (iv) in place of the semicolon.

[The rest of this page intentionally left blank]

Т

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 62 of 64

IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

4

By: Name: Joseph P. Murphy

Titler Vice President, Sales & Marketing, Eastern Region COLONIAL GAS COMPANY D/B/A NATIONAL GRID

1 PC By: Name: ( Title: ravator 77700

## THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 63 of 64

	EXHIBIT A BACTION CONFIRMATION IMMEDIATE DELIVERY
GDF SUEZ GAS NA LLC	Date: April 12, 2012 Transaction Confirmation: NSB040-1
his Transaction Confirmation is subject to the Base C his Transaction Confirmation are binding unless dispu- pecified in the Base Contract.	Contract between Seller and Buyer dated December 19, 2011. The terms of led in writing within two (2) Business Days of receipt unless otherwise
SELLER: SDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Min: Contract Administration Felephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB039	BUYER: Colonial Gas Company d/b/a National Grid (/o National Grid 40 Sylvan Road, E3/608 Wattham, MA 02451 Attn: Diractor, Gas Contracting & Compliance Telephone: (516) 545-3108 Electronic Mail: join.alloca@us.ngrid.com Base Contract No.:
Contract Price: Buyer shall pay to Seller a Contract	Price per MMBlu equal to the following two (2) components:
burchased; and	et Center Spol-Gas Prices (per MMBlu)" for the month in which the LNG is
purchased; and I) Call Payment: Buyer will pay to Seller a nonrefund o Seller in six (6) equal, consecutive, monthly installm commencing in April 2012, and continuing through and	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143,00 each, and one (1) final payment of \$545,142.00,
purchased; and burchased; and o Seller in six (6) equal, consecutive, monthly installin commencing in April 2012, and continuing through and the Commodity Rate and the Call Payment reference	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143.00 each, and one (1) final payment of \$645,142.00, d including October 2012. d herein are collectively referred to as the "Contract Price").
purchased; and I) Call Payment: Buyer will pay to Seller a nonrefund o Seller in six (6) equal, consecutive, monthly installn commencing in April 2012, and continuing through and the Commodity Rate and the Call Payment reference Delivery Period: April 23, 2012, through and including	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143.00 each, and one (1) final payment of \$545,142.00, d including October 2012. d heroin aro collectively referred to as the "Contract Price"). ng October 31, 2012.
burchased; and I) Call Payment: Buyer will pay to Seller a nonrefund o Seller in six (6) equal, consecutive, monthly installin commencing in April 2012, and continuing through and the Commodity Rate and the Call Payment reference Delivery Period: April 23, 2012, through and includit Performance Obligation and Contract Quantity: Fi Sime Worldship Quantity: Buyer sprees to purchase	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143.00 each, and one (1) final payment of \$545,142.00, d including October 2012. d herein are collectively referred to as the "Contract Price"). 
Nurchased; and burchased; and c Seller in six (6) equal, consecutive, monthly installing commencing in April 2012, and continuing through and the Commodity Rate and the Cell Payment reference Delivery Period: April 23, 2012, through and includit Performance Obligation and Contract Quantity: Fil Firm (Variable) Quantity: Buyer agrees to purchase 20) truckloads (approximately 19,000 MMBtu) per dar 2400,000 MMBtu, plus any additional quantities regul Delivery Point(s): For firm delivery service of LNG, a NG terminal located in Everett, Massachusetts (Fac	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143.00 each, and one (1) final payment of \$645,142.00, d including October 2012. d herein are collectively referred to as the "Contract Price"). ng October 31, 2012. Im Liquid Service , on a firm basis, a Maximum Daily Quantity ("MDQ") of LNG up to twenty y and a total Contract Quantity during the Delivery Period not to exceed red to fill a final truck to capacity. at the truck loading flange of the Distrigas of Massachusetts LLC marine lility"). Notwithstanding the foregoing, Seller hereby reserves its right to load are printfe of steeder to the Facility function for the sector of the order of a steed to form the facility for the Distrigas of Massachusetts LLC marine lility"). Notwithstanding the foregoing, Seller hereby reserves its right to load are
burchased; and i) Call Payment: Buyer will pay to Seller a nonrefund o Seller in six (6) equal, consecutive, monthly installin commencing in April 2012, and continuing through and the Commodity Rate and the Call Payment reference Delivery Period: April 23, 2012, through and includin Performance Obligation and Contract Quantity: Fi Firm (Variable) Quantity: Buyer agrees to purchase, (20) truckloads (approximately 19,000 MMBtu) per da 2,400,000 MMBtu, plus any additional quantities requi Delivery Point(s): For firm delivery service of LNG, a NG terminel localed is Greent.	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143.00 each, and one (1) final payment of \$645,142.00, d including October 2012. d herein are collectively referred to as the "Contract Price"). ng October 31, 2012. Im Liquid Service , on a firm basis, a Maximum Daily Quantity ("MDQ") of LNG up to twenty y and a total Contract Quantity during the Delivery Period not to exceed red to fill a final truck to capacity. at the truck loading flange of the Distrigas of Massachusetts LLC marine lility"). Notwithstanding the foregoing, Seller hereby reserves its right to load are printfe of steeder to the Facility function for the sector of the order of a steed to form the facility for the Distrigas of Massachusetts LLC marine lility"). Notwithstanding the foregoing, Seller hereby reserves its right to load are
burchased; and I) Call Payment: Buyer will pay to Seller a nonrefund o Seller in six (6) equal, consecutive, monthly installing commencing in April 2012, and continuing through and the Commodity Rate and the Call Payment reference Delivery Period: April 23, 2012, through and including Performance Obligation and Contract Quantity: Fil Firm (Variable) Quantity: Buyer agrees to purchase, 20 truckloads (approximately 19,000 MMBtu) per dai 2,400,000 MMBtu, plus any additional quantities requind Delivery Point(s): For firm delivery service of LNG, a NG terminal located in Everett, Massachusetts (Fac rucks at one or more Terminal(s) or secondary deliver delivery point(s), whether one or more, hereinafter refe Special Conditions: 1) Transportation of LNG from the Facility shall be sc shall be the responsibility of Buyer. Subject to the forr schedule of deliveries of LNG. Such schedule shall ta naintenance constraints of the parties; provided, how Buyer's preferred delivery schedule of LNG. If, despin schedule, then Seller and Buyer agree that a meeting one (1) Business Day to resolve such dispute and deliver 20. Seller and Buyer agree that a meeting one (1) Business Day to resolve such dispute and the fact 20. Seller and Buyer agree that for the fact of the forr	lable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid tents of \$545,143.00 each, and one (1) final payment of \$645,142.00, d including October 2012. d herein are collectively referred to as the "Contract Price"). ng October 31, 2012. Im Liquid Service , on a firm basis, a Maximum Daily Quantity ("MDQ") of LNG up to twenty y and a total Contract Quantity during the Delivery Period not to exceed red to fill a final truck to capacity. at the truck loading flange of the Distrigas of Massachusetts LLC marine lility"). Notwithstanding the foregoing, Seller hereby reserves its right to load are printfe of steeder to the Facility function for the sector of the order of a steed to form the facility for the Distrigas of Massachusetts LLC marine lility"). Notwithstanding the foregoing, Seller hereby reserves its right to load are

## THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-23 Page 64 of 64

conditions of the documents shall govern in the priority listed in this proviso. 3) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions, and the LNG Annex.				
Seller: GDF SUEZ GAS NA LLC By: Name: Joseph P. Murphy	fl new	Buyer: Colonial Gas Com By: Name:	any d/b/a National Grid	
Title: Vice President, Sa Date:	les & Marketing, Eastern Region	Tille:	Director April 20,2012	
	,pw	-aidit		
4	and and so the same			

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 1 of 10

## **REGULATED MONEY POOL AGREEMENT**

This Regulated Money Pool Agreement (the "Agreement"), dated as of November 1, 2012, is made and entered into by and among National Grid USA ("NGUSA"), a Delaware corporation and a holding company under the Public Utility Holding Company Act of 2005, as amended (the "Act"), KeySpan Corporation ("KeySpan"), a New York corporation and a holding company under the Act and wholly owned subsidiary of NGUSA, National Grid USA Service Company, Inc. ("NG USA Service Company"), a Massachusetts corporation and a service company under the Act, National Grid Engineering & Survey Inc., a New York corporation and a service company under the Act, National Grid Electric Services LLC, and each of the following NGUSA regulated affiliates, The Brooklyn Union Gas Company ("Brooklyn Union"), KeySpan Gas East Corporation ("Gas East"), Boston Gas Company ("Boston"), Colonial Gas Company ("Colonial"), Massachusetts Electric Company ("Mass. Electric"), Nantucket Electric Company ("Nantucket"), The Narragansett Electric Company ("Narragansett"), New England Electric Transmission Corporation ("NEET"), New England Power Company ("NEP"), Niagara Mohawk Power Corporation ("NiMo Power"), New England Hydro-Transmission Electric Company, Inc. ("Mass. Hydro") and New England Hydro-Transmission Corporation ("NH Hydro") (each a "Party" and collectively, the "Parties").

#### WITNESSETH:

WHEREAS, the Parties desire to establish a money pool (the "*Regulated Money Pool*") to coordinate and provide for certain of their short-term cash and working capital requirements; and

WHEREAS, the Parties have determined that NG USA Service Company shall serve as the administrative agent ("Administrative Agent") for the Regulated Money Pool; and

WHEREAS, certain of the companies that will participate in the Regulated Money Pool (each a "*Member*" and collectively, the "*Members*") will from time to time have a need to borrow funds on a short-term basis, and certain of the Parties will from time to time have funds available to loan on a short-term basis; and

WHEREAS, NGUSA and KeySpan will be limited in their participation in the Regulated Money Pool to be authorized only to lend funds, from time to time, to the Regulated Money Pool;

NOW, THEREFORE, in consideration of the premises and the mutual agreements, covenants and provisions contained herein, the Parties hereto agree as follows:

## ARTICLE I CONTRIBUTIONS AND BORROWINGS

Section 1.01 - Contributions to Regulated Money Pool.

Subject to applicable regulatory restrictions, if any, each Party will determine each day, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion, the amount of funds it has available for contribution to the Regulated Money Pool, and will

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 2 of 10

contribute such funds to the Regulated Money Pool. The determination of whether a Party at any time has surplus funds to lend to the Regulated Money Pool or shall lend funds to the Regulated Money Pool will be made by such Party's principal financial officer, treasurer, or assistant treasurer, or by a designee thereof, on the basis of cash flow projections and other relevant factors, in such Party's sole discretion.

Each Party may withdraw any of its funds at any time upon notice to the Administrative Agent.

## Section 1.02 – Rights to Borrow.

Subject to the provisions of Section 1.04(c) of this Agreement, short-term borrowing needs of the Parties, with the exception of NGUSA and KeySpan, will be met by funds in the Regulated Money Pool to the extent such funds are available. Each Party (other than NGUSA and KeySpan) shall have the right to make short-term borrowings from the Regulated Money Pool from time to time, subject to the availability of funds and the limitations and conditions set forth herein and in any applicable orders, rules or regulations promulgated by the Federal Energy Regulatory Commission ("FERC"), or by any state regulatory agency(ies), applicable to this Agreement or the transactions contemplated herein. Each Party (other than NGUSA and KeySpan) may request loans from the Regulated Money Pool from time to time during the period from the date hereof until this Agreement is terminated by written agreement of the Parties; provided, however, that the aggregate amount of all borrowings by any Party, inclusive of all borrowings by such Party hereunder, shall not exceed any applicable borrowing limits for such Party set forth in orders of the FERC and/or orders of other regulatory authorities ("Regulatory Borrowing Limits"), resolutions of such Party's Board of Directors or Managers or similar governing body, such Party's governing corporate documents, and agreements binding upon such Party ("Other Borrowing Limits"). The Regulatory Borrowing Limits and Other Borrowing Limits applicable to a Party shall be referred to, collectively, as such Party's "Borrowing Limits". For each borrowing being considered under this Agreement, compliance with all Regulatory Borrowing Limits and Other Borrowing Limits (assuming such borrowing were to be made), shall be confirmed prior to implementing any such borrowing. No loans through the Regulated Money Pool will be made to, and no borrowings through the Regulated Money Pool will be made by, NGUSA and KeySpan.

Section 1.03 - Source of Funds.

(a) Funds will be available through the Regulated Money Pool from the following sources for use by the Parties from time to time: (1) surplus funds in the treasuries of Parties other than NGUSA or KeySpan, (2) surplus funds in the treasury of NGUSA and/or KeySpan (including, but not limited to, proceeds from capital contributions or open account advances made by any direct or indirect parent company), and (3) proceeds from bank borrowings by Parties or the sale of commercial paper by NGUSA and/or each other Party ("*External Funds*"), in each case to the extent permitted by applicable laws, regulations and orders of any Federal or state regulatory agency. Funds will be made available from such sources in such other order as the Administrative Agent may determine will result in a lower cost of borrowing to companies borrowing from the Regulated Money Pool, consistent with the individual borrowing needs and financial standing of the Parties providing funds to the Regulated Money Pool.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 3 of 10

(b) Borrowing Parties will borrow pro rata from each lending Party in the proportion that the total amount loaned by such lending Party bears to the total amount then loaned through the Regulated Money Pool. On any day when more than one fund source (e.g., surplus treasury funds of NGUSA and other Regulated Money Pool participants ("*Internal Funds*") and External Funds), with different rates of interest, is used to fund loans through the Regulated Money Pool, each borrowing Party will borrow pro rata from each fund source in the same proportion that the amount of funds provided by that fund source bears to the total amount of short-term funds available to the Regulated Money Pool.

Section 1.04 - Authorization.

(a) Each loan shall be authorized by the lending Party's principal financial officer, treasurer, assistant treasurer, or by a designee thereof.

(b) The Administrative Agent, upon request, will provide each Party with periodic activity and cash accounting reports that include, among other things, reports of cash activity, the daily balance outstanding and the calculation of interest.

(c) All borrowings from the Regulated Money Pool shall be authorized by the borrowing Party's principal financial officer, treasurer, assistant treasurer, or by a designee thereof, but only after confirmation that such borrowing will not result in any non-compliance with any Regulatory Borrowing Limits or Other Borrowing Limits applicable to such Party. No Party shall be required to effect a borrowing through the Regulated Money Pool if such Party determines that it can (and has all necessary external, regulatory, and internal authorizations to) effect such borrowing at lower cost directly from banks, through the sale of its own commercial paper, or otherwise.

(d) Each Party is hereby prohibited from directly or indirectly loaning or transferring funds borrowed from the Regulated Money Pool to NGUSA, KeySpan or to National Grid plc or any other non-participants in the Regulated Money Pool.

Section 1.05 - Interest.

The daily outstanding balance of all loans to any Member shall accrue interest as follows:

(a) If only Internal Funds comprise the daily outstanding balance of all loans outstanding during a calendar month, the interest rate applicable to such daily balance shall be the monthly average rate of the thirty (30) day A2/P2 Commercial Paper rate as released by the Federal Reserve Board.

(b) If only External Funds comprise the daily outstanding balance of all loans outstanding during a calendar month, the interest rate applicable to such daily outstanding balance shall be the lender's cost for such External Funds or, if more than one Party had made available External Funds at any time during the month, the applicable interest rate shall be a composite rate, equal to the weighted average of the costs incurred by the respective Parties for such External Funds.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 4 of 10

(c) In cases where the daily outstanding balances of all loans outstanding at any time during the month include both Internal Funds and External Funds, the interest rate applicable to the daily outstanding balances for the month shall be equal to the weighted average of (i) the cost of all Internal Funds contributed by Parties, as determined pursuant to Section 1.05(a) of this Agreement, and (ii) the cost of all such External Funds, as determined pursuant to Section 1.05(b) of this Agreement.

#### Section 1.06 - Certain Costs.

The cost of compensating balances and fees paid to banks to maintain credit lines and accounts by Parties lending External Funds to the Regulated Money Pool shall initially be paid by the Party maintaining such line. A portion of such costs shall be retroactively allocated every month to each Member of the Regulated Money Pool; each Member's portion shall be calculated based on the lowest Borrowing Limit applicable to such Member.

#### Section 1.07 - Repayment.

Each Member receiving a loan from the Regulated Money Pool hereunder shall repay the principal amount of such loan, together with all interest accrued thereon, on demand and in any event within 364 days of the date on which such loan was made. All loans made through the Regulated Money Pool may be prepaid by the borrower without premium or penalty.

Section 1.08 - Form of Loans to Members.

Loans to the Members from the Regulated Money Pool shall be made as short-term advances, pursuant to the terms of this Agreement. A promissory note will not be required.

## ARTICLE II OPERATION OF REGULATED MONEY POOL

## Section 2.01 – Operation.

Operation of the Regulated Money Pool, including record keeping and coordination of loans, will be handled by the Administrative Agent under the authority of the appropriate officers of the Parties. The Administrative Agent shall be responsible for the determination of all applicable interest rates and charges to be applied to advances outstanding at any time hereunder, shall maintain records of all advances, interest charges and accruals and interest and principal payments for purposes hereof, and shall prepare periodic reports thereof for the Parties. All Regulated Money Pool transactions shall be evidenced by book entries. The Administrative Agent will administer the Regulated Money Pool on an "at cost" basis. Separate records shall be kept by the Administrative Agent for the Regulated Money Pool established by this Agreement and any other money pool administered by the Administrative Agent.

Section 2.02 - Investment of Surplus Funds in the Regulated Money Pool.

Funds not required for the Regulated Money Pool loans (with the exception of funds required to satisfy the Regulated Money Pool's liquidity requirements) will ordinarily be invested in one or more short-term investments, including (i) interest-bearing accounts with banks; (ii)

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 5 of 10

obligations issued or guaranteed by the U.S. government and/or its agencies and instrumentalities, including obligations under repurchase agreements; (iii) obligations issued or guaranteed by any state or political subdivision thereof, provided that such obligations are rated not less than "A" by a nationally recognized rating agency; (iv) commercial paper rated not less than "A-1" by Standard & Poor's or "P-1" by Moody's Investors Service, or their equivalent by a nationally recognized rating agency; (v) money market funds; (vi) bank certificates of deposit; (vii) Eurodollar funds; and (viii) such other investments as are permitted by any applicable order, rule, or regulation of state and federal regulatory agencies having jurisdiction.

Section 2.03 - Allocation of Interest Income and Investment Earnings.

The interest income and other investment income earned by the Regulated Money Pool on loans and investment of surplus funds will be allocated among the Parties in accordance with the proportion each Party's contribution of funds in the Regulated Money Pool bears to the total amount of funds in the Regulated Money Pool. Interest and other investment earnings will be computed on a daily basis and settled once per month.

#### Section 2.04 – Event of Default.

If any Party shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or any proceeding shall be instituted by or against any Party seeking to adjudicate it bankrupt or insolvent, then the Administrative Agent, on behalf of the Regulated Money Pool, may, by notice to the Party, terminate the Regulated Money Pool's commitment to the Party and/or declare the principal amount then outstanding of, and the accrued interest on, the loans and all other amounts payable to the Regulated Money Pool by the Party hereunder to be forthwith due and payable, whereupon such amounts shall be immediately due and payable without presentment, demand, protest or other formalities of any kind, all of which are hereby expressly waived by each Party.

#### ARTICLE III MISCELLANEOUS

Section 3.01 - Term and Termination

The term of this Agreement shall be 364 days. Upon the expiration of each 364 day term, this Agreement shall be automatically renewed for an additional term of 364 days; provided, that, such renewal term shall not apply to any Party that elects to terminate its participation in this Agreement.

Any Party may terminate its participation in the Regulated Money Pool by providing written notice of termination to the Administrative Agent.

#### Section 3.02 - Amendments

This Agreement may be amended by the Parties hereto at any time by execution of an instrument in writing signed on behalf of each of the Parties hereto, subject to all applicable approvals by any regulatory agency(ies) having jurisdiction.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 6 of 10

## Section 3.03 - Legal Responsibility

Nothing herein contained shall render any Party liable for the obligations of any other Party hereunder and the rights, obligations and liabilities of the Parties are several in accordance with their respective obligations, and not joint.

## Section 3.04 - Governing Law

This Agreement shall be governed by and construed in accordance with, the laws of the State of New York; provided, that (i) no Party to this Agreement shall be obligated to participate in any transaction contemplated herein if the cost to be charged to such Party in connection with such transaction differs from the amount of the charges such Party is permitted to incur under any statute applicable to such Party or under the rules, regulations or orders of the Federal Energy Regulatory Commission or any state public utility commission or its equivalent having jurisdiction over such Party, and (ii) in the case of Parties subject to the jurisdiction of the Massachusetts Department of Public Utilities ("*MDPU*") or any successor to the MDPU, any amounts to be paid by such Parties in connection with this Agreement or any transaction contemplated by this Agreement shall by subject to review and determination by the MDPU in any proceeding brought under Section 93 or 94 of Chapter 164 of the Massachusetts General Laws.

#### Section 3.05 - Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

[Signatures begin on following page]

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 7 of 10

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party hereto as of the date first above written.

Massachusetts Electric Company

By: Name: Lorraine Lynch/

Title: Vice President and Treasurer

Nantucket Electric Company

By: Name: Lorraine Lynch

Title: Vice President and Treasurer

The Narragansett Electric Company

By: XIMANA

Name: Lorraine Lyngh Title: Vice President and Treasurer

National Grid USA Service Company, Inc.

By:

Name: Lorraine Lynch Title: Vice President and Assistant Treasurer

New England Electric Transmission Corporation

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 8 of 10

New England Power Company

By: Name: Lorraine Lynch

Title: Vice President and Treasurer

Niagara Mohawk Power Corporation

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

New England Hydro-Transmission Electric Company, Inc.

By: Mar

Name: Lorraine Lynch// Title: Vice President and Treasurer

New England Hydro-Transmission Corporation

By:

Name: Lorraine Lynch // Title: Vice President and Treasurer

National Grid USA

By:

Name: Lorraine Lynch// Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 9 of 10

National Grid Engineering & Survey Inc.

By: Name: Lorraine Lynch

Title: Vice President and Treasurer

National Grid Electric Services LLC

By:

Name: Lorraine Lynch/ Title: Assistant Treasurer

The Brooklyn Union Gas Company

NOS By: Name: Lorraine Lynch

Title: Vice President and Treasurer

KeySpan Gas East Corporation

By: Name: Charles V. DeRosa Title: Vice President

Boston Gas Company

Mulk By: Name: Lorraine Lynch

Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-24 Page 10 of 10

Colonial Gas Company

By: Name: Lorraine Lynch

Title: Vice President and Treasurer

KeySpan Corporation

hipul Alemaile 1 By: Name: Lorraine Lynch

Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 1 of 45

# nationalgrid

Thomas R. Teehan Senior Counsel

November 9, 2012

## VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk Rhode Island Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

## **RE:** Service Agreement between National Grid USA Service Company, Inc. and The Narragansett Electric Company

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six (6) copies of the Service Agreement ("Agreement") between National Grid USA Service Company, Inc. and The Narragansett Electric Company dated November 5, 2012. This Agreement replaces the Service Contract between National Grid USA Service Company, Inc. and The Narragansett Electric Company dated April 1, 2012, which was filed with the Division of Public Utilities and Carriers on April 2, 2012. I certify that the enclosed document is an accurate copy of the Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

Tuchon

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, RI Division

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 2 of 45

#### NATIONAL GRID USA SERVICE COMPANY, INC.

#### SERVICE AGREEMENT

This Service Agreement ("<u>Agreement</u>") dated as of November 5, 2012 ("<u>Effective</u> <u>Date</u>") is entered into by and between National Grid USA Service Company, Inc. ("<u>Service</u> <u>Company</u>"), a Massachusetts corporation, and each of the affiliated companies that are or become a party hereto (each, individually a "<u>Client Company</u>" and collectively, the "<u>Client</u> <u>Companies</u>"). Service Company and the Client Companies may also be referred to herein, individually, as a "<u>Party</u>," and, collectively, as the "<u>Parties</u>".

WHEREAS, Service Company is a service company affiliate of National Grid USA ("<u>National Grid</u>") which is a holding company under the Public Utility Holding Company Act of 2005, as amended (the "<u>Act</u>"); and

WHEREAS, the Client Companies desire Service Company to provide services as contemplated by this Agreement, and Service Company is willing to provide such services, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

#### ARTICLE 1 SERVICES

1.1 <u>Services Offered</u>. Exhibit I to this Agreement describes some of the services that Service Company may furnish to each Client Company. In addition to the services referred to in Exhibit I, Service Company may also provide each Client Company with additional or different services, as may be requested, from time to time, by such Client Company. Service Company may, from time to time, unilaterally amend part A of Exhibit I entitled "List of Certain Services Provided by Service Company" for the purpose of aligning the service descriptions contained therein with the Service Level Agreements referred to in Section 1.4 hereof. Service Company shall deliver a copy of each such amended Exhibit I to the Client Companies and shall file a copy thereof with each state regulatory agency having jurisdiction.

In supplying services hereunder to a Client Company, Service Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers and other persons or third parties with necessary qualifications as are required for, or are pertinent to, the performance of such services.

1.2 <u>Modification of Services</u>. Each Client Company shall have the right from time to time to amend, alter or rescind any activity, project, program, work order or other request for

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 3 of 45

services in connection with this Agreement, provided that (i) the cost for the services covered by the activity, project, program, work order or other request for service shall be deemed to include any costs incurred by Service Company as a direct result of such amendment, alteration or rescission of the activity, project, program or work order, and (ii) no amendment, alteration or rescission of an activity, project, program or work order shall release a Client Company from liability for all costs already incurred by or contracted for by Service Company in connection with the activity, project, program or work order, regardless of whether the services associated with such costs have been completed.

1.3 Limitations.

(a) Anything in this Agreement to the contrary notwithstanding, (i) no Party shall be obligated to participate in any transaction contemplated by this Agreement if the cost to be charged to such Party in connection with such transaction differs from the amount of the charges such Party is permitted to incur under any statute applicable to such Party or under any rules, regulations or orders of the Federal Energy Regulatory Commission ("*FERC*") or of any state public utility commission or its equivalent having jurisdiction over such Party, and (ii) if a Client Company is subject to the jurisdiction of the Massachusetts Department of Public Utilities ("*MDPU*") or any successor to the MDPU, any amounts to be paid by such Client Company in connection with this Agreement or any transaction contemplated by this Agreement shall be subject to review and determination by the MDPU in any proceeding brought under Section 93 or 94 of Chapter 164 of the Massachusetts General Laws.

(b) This Agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance. Cost allocations and the methods of allocation provided herein or contemplated hereby may also be subject to the jurisdiction of FERC under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, if and to the extent its determination is sought, FERC determinations regarding the allocation of costs shall be dispositive.

(c) Nothing in this Agreement is intended to limit the jurisdiction that any state public utility commission or equivalent agency may have under applicable law to review the prudence of costs incurred and paid hereunder for the purpose of determining whether the applicable Client Company may recover such costs in rates.

1.4 Service Company shall cooperate in the implementation of, and shall participate in, such management programs and procedures as may be requested by any Client Company in connection with the services provided to such Client Company under this Agreement. These management programs and procedures may include, without limitation, budgeting applications and Service Level Agreements, as determined by the requesting Client Company.

## ARTICLE 2 COMPENSATION AND BILLING

2.1 <u>Compensation</u>. All of the services rendered under this Agreement will be rendered at actual cost thereof. Direct charges will be made for services where appropriate. Costs that cannot be directly charged will be allocated to Client Companies by means of

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 4 of 45

equitable allocation formulae or clearing accounts. To the extent possible, such allocations shall be based on cost-causation relationships. All other allocations will be broad based. Each formula will have an appropriate basis.

From time to time, certain Client Companies may make filings (as part of a rate plan or otherwise) with regulatory agencies having jurisdiction on the application of allocation methodologies as specified in such filings (such filings, as may be amended from time to time, shall be referred to as "*Allocation Filings*"). The Service Company shall allocate costs in connection with this Agreement in compliance with all applicable Allocation Filings then in effect and in compliance with the Service Company's Cost Allocation Manual, as such Manual may be amended or modified from time to time. Subject to the foregoing, allocation methodologies may be modified or changed by Service Company without the necessity of an amendment of this Agreement provided that in each instance all services rendered hereunder will be at actual cost thereof, fairly and equitably allocated. The Client Companies will be advised from time to time of any material changes in such methodologies.

2.2 <u>Billing</u>. Bills will be rendered during the first week of each month covering amounts due for the month calculated on an estimated basis using the actual expenses incurred to the extent possible during the second previous month. This estimated amount will be adjusted on the bill to be rendered by the conclusion of the following month. If a bill is not paid by the 15<sup>th</sup> day after the bill is received (the "*Due Date*"), the Client Company shall pay interest on any amount outstanding after the Due Date at the current money pool rate.

#### ARTICLE 3 TERM AND TERMINATION

3.1 <u>Effective Date</u>. This Agreement shall become effective as of the Effective

3.2 <u>Term and Termination</u>.

Date.

(a) The term of this Agreement shall be 364 days. Upon the expiration of each 364 day term, this Agreement shall be automatically renewed for an additional term of 364 days; provided that such renewal term shall not apply to any Client Company that elects to terminate its participation in this Agreement by providing written notice to Service Company prior to the effective date of such renewal term.

(b) Any Client Company may terminate its participation in this Agreement upon sixty (60) days advance written notice to the Service Company. The Service Company may terminate this Agreement with respect to any Client Company upon sixty (60) days advance written notice to such Client Company or may terminate this Agreement in its entirety upon sixty (60) days advance written notice to all Client Companies. The foregoing notwithstanding, the obligations of the Parties under this Agreement with respect to invoicing and payment of amounts due shall continue in effect notwithstanding any such termination until all final accounting, adjustments and payments have been made in compliance herewith.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 5 of 45

(c) This Agreement will also be subject to termination or modification, without prior notice and at any time, to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction.

## ARTICLE 4 MISCELLANEOUS

4.1 <u>Modification</u>. Except as set forth in Article 2 and Sections 1.3, 3.2 and 4.4, no amendment or other modification of this Agreement shall be effective unless made in writing and executed by all of the Parties to this Agreement.

4.2 <u>Notices</u>. Where written notice is required by this Agreement, such notice shall be deemed given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

#### To Service Company:

National Grid USA Service Company, Inc. Attn: Vice President, Service Company & Regulatory Accounting 40 Sylvan Road Waltham, Massachusetts 02451

## To Client Company:

Notice to any Client Company shall be sent to the attention of the President (or equivalent chief executive) of such Client Company at the principal office of such President or chief executive with a copy to the Vice President and Controller, National Grid USA, 40 Sylvan Road, Waltham, Massachusetts 02451.

4.3 <u>Accounts</u>. All accounts and records of Service Company shall be kept in accordance with all applicable rules and regulations promulgated by FERC pursuant to the Act, including, without limitation, applicable record retention requirements and the Uniform System of Accounts for Service Companies in effect from and after the date hereof. Upon request, Service Company shall permit a Client Company reasonable access to the accounts and records of Service Company relating to the services performed for such Client Company hereunder.

4.4 <u>Partial Execution; Additional Client Companies</u>. This Agreement shall become effective between Service Company and each Client Company that delivers an executed counterpart of this Agreement as of the Effective Date (without regard to whether any or all other entities listed on the signature pages below have executed this Agreement by the Effective Date). After the Effective Date, any new or existing direct or indirect subsidiary of National Grid USA may become an additional Client Company under this Agreement by executing and delivering to Service Company a counterpart of this Agreement or an Accession (such Accession to be substantially in the form attached hereto as Exhibit II); and this Agreement shall be effective with respect to each such additional Client Company from and after the execution date of such counterpart or Accession.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 6 of 45

4.5 <u>Waiver</u>. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.6 <u>No Third Party Beneficiaries</u>. Nothing in this Agreement is intended to confer upon any other person except the Parties any rights or remedies hereunder or shall create any third party beneficiary rights in any person. No provision of this Agreement shall create any rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or arrangement except as expressly provided for thereunder.

4.7 <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

4.8 <u>Counterparts</u>. This Agreement and any Accession may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or of any Accession and of signature pages by facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement and any Accession as to the Parties and may be used in lieu of the original Agreement or Accession and signatures for all purposes. Signatures of the Parties transmitted by facsimile (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes. In proving this Agreement or any Accession it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

4.9 <u>Entire Agreement</u>. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated by this Agreement.

4.10 <u>Severability</u>. If any term or other provision of this Agreement is determined to be invalid, illegal or unenforceable, such term or provision shall be modified so as to give as much effect to the original intent thereof as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining terms and provisions of this Agreement.

4.11 <u>Assignment</u>. Service Company shall not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the Client Companies, such consent not to be unreasonably withheld. A Client Company shall not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Service Company.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 7 of 45

This Agreement shall inure to the benefit and shall be binding upon the Parties and their permitted successors and assigns.

## 4.12 Termination of Existing Service Contracts.

The Parties acknowledge that Service Company is successor by merger to National Grid Corporate Services LLC (formerly, KeySpan Corporate Services LLC) and National Grid Utility Services LLC (formerly, KeySpan Utility Services LLC). Service Company and each Client Company agree that, effective as of the Effective Date, the Service Agreement dated as of October 1, 2007 between National Grid Corporate Services LLC and the Client Companies party thereto, the Service Agreement dated as of January 1, 2008 between National Grid Utility Services LLC and the Client Companies party thereto, and all Service Contracts dated as of April 1, 2012 between Service Company and any Client Company are hereby terminated as of the Effective Date, subject to settlement of amounts due under such agreements and contracts.

[Signatures are on following pages.]

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 8 of 45

IN WITNESS WHEREOF, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

## National Grid USA Service Company, Inc.

By: Martridge

## Niagara Mohawk Power Corporation

By: \_\_\_\_

Name: Kenneth D. Daly Title: President

## The Brooklyn Union Gas Company

By:

Name: Kenneth D Daly Title: President

## **KeySpan Gas East Corporation**

By:

Name: Charles V. DeRosa Title: Vice President

NGUSA Service Co Service Agreement effective 2012

7

Name: Sharon Partridge Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 9 of 45

**IN WITNESS WHEREOF,** Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

#### National Grid USA Service Company, Inc.

By: \_\_\_\_

Name: Sharon Partridge Title: Vice President

Niagara Mohawk Power Corporation

By:

Name: Kenneth D. Daly Title: President

The Brooklyn Union Gas Company

By:

Name: Kenneth D. Daly Title: President

## **KeySpan Gas East Corporation**

By:

Name: Charles V. DeRosa Title: Vice President

7

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 10 of 45

**IN WITNESS WHEREOF**, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

## National Grid USA Service Company, Inc.

By: \_\_\_\_\_

Name: Sharon Partridge Title: Vice President

## Niagara Mohawk Power Corporation

By:

: Name: Kenneth D. Daly Title: President

## The Brooklyn Union Gas Company

By:

Name: Kenneth D. Daly Title: President

KeySpan Gas East Gorporation By:

Name: Charles V. DeRosa Title: Vice President

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 11 of 45

## **Massachusetts Electric Company**

By: <u>Manghaled</u> Name: Marcy L. Reed

Title: President

## Nantucket Electric Company

By: <u>MMCAlea</u> Name: Marcy L. Reed

Title: President

## The Narragansett Electric Company

By:

Name: Timothy F. Horan Title: President

**New England Electric Transmission** Corporation

By: <u>Peters A. Flynn</u> Name: Peter G. Flynn

Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 12 of 45

## **Massachusetts Electric Company**

By:

Name: Marcy L. Reed Title: President

## Nantucket Electric Company

By:

Name: Marcy L. Reed Title: President

The Narragansett Electric Company

luc By:

New England Electric Transmission Corporation

By:

Name: Peter G. Flynn Title: President

Name: Fimothy F. Horan Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 13 of 45

#### **New England Power Company**

By: <u>Pite A. Flyn</u> Name: Peter G. Flynn

Title: President

New England Hydro-Transmission Electric Company, Inc.

By: Pite A. Flips Name: Peter G. Flynn

Name: Peter G. Flynn ' Title: President

New England Hydro-Transmission Corporation

By: Peter A. Flynn Name: Peter G. Flynn

Name: Peter G. Flynn ' Title: President

**Boston Gas Company** 

By: <u>Many July</u> Name: Marcy L. Reed

Name: Marcy L. Reed Title: President

**Colonial Gas Company** 

By: <u>Manalua</u> Name: Marcy L. Reed

Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 14 of 45

## National Grid Generation LLC

By: Ptu A. Flynn Name: Peter G. Flynn

Title: President

## National Grid Engineering & Survey Inc.

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

## National Grid Electric Services LLC

By: \_\_\_\_\_\_ Name: John Bruckner Title: Senior Vice President

## **KeySpan Corporation**

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## National Grid Energy Trading Services LLC

By: \_\_\_\_\_

Name: Lorraine Lynch Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 15 of 45

## National Grid Generation LLC

By:

Name: Peter G. Flynn Title: President

## National Grid Engineering & Survey Inc.

Lowane Il dipu By:

Name: Lorraine Lynch Title: Vice President and Treasurer

#### National Grid Electric Services LLC

By:

Name: John Bruckner Title: Senior Vice President

**KeySpan Corporation** 

By: <u>Allane M. Appak</u> Name: Lorraine Lynch

Name: Lorraine Lynch Title: Assistant Treasurer

National Grid Energy Trading Services LLC

By:

Name: Lorraine Lynch Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 16 of 45

## National Grid Generation LLC

By: \_\_\_\_

Name: Peter G. Flynn Title: President

National Grid Engineering & Survey Inc.

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

National Grid-Electric Services LLC

By Name: John Bruckner

Title: Senior Vice President

## **KeySpan Corporation**

By: \_

Name: Lorraine Lynch Title: Assistant Treasurer

National Grid Energy Trading Services LLC

By:

Name: Lorraine Lynch Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 17 of 45

National Grid Exploration and Production, LLC

By: North Marel

Name: Lorraine Lynch Title: Assistant Treasurer

## **KeySpan Energy Corporation**

By:

Name: Lorraine Lynch Title: Treasurer

## National Grid NE Holdings 2 LLC

Xellane 1 By: Name: Lorraine Lynch

Title: Assistant Treasurer

## NGNE LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## National Grid Glenwood Energy Center LLC

By: Name: Peter G. Flynn

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 18 of 45

#### National Grid Exploration and Production, LLC

By: \_\_\_\_\_\_ Name: Lorraine Lynch Title: Assistant Treasurer

## **KeySpan Energy Corporation**

By: \_\_\_\_\_\_ Name: Lorraine Lynch Title: Treasurer

## National Grid NE Holdings 2 LLC

By: \_\_\_\_\_\_\_\_ Name: Lorraine Lynch Title: Assistant Treasurer

## NGNE LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## National Grid Glenwood Energy Center LLC

By: Peter A. Flynn Name: Peter G. Flynn

Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 19 of 45

National Grid Port Jefferson Energy Center LLC

: <u>Pitu A, Flynn</u> Name: Peter G. Flynn By:

Name: Peter G. Flynn Title: President

## Niagara Mohawk Energy, Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## KeySpan MHK, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

## National Grid Technologies, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

#### National Grid Services Inc.

By:

Name: Lorraine Lynch Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 20 of 45

## National Grid Port Jefferson Energy Center LLC

By:

Name: Peter G. Flynn Title: President

Niagara Mohawk Energy, Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

KeySpan MHK, Inc.

By: Name: Charles V. DeRosa Title: Assistant Treasurer

National Grid Technologies, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

National Grid Services Inc.

nd Xellane 1 By:

Name: Lorraine Lynch Title: Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 21 of 45

## National Grid Development Holdings Corp.

Xonamo. Unill) By:

Name: Lorraine Lynch Title: Senior Vice President and Treasurer

#### North East Transmission Co., Inc.

11.11 By:

Name: Lorraine Lyn¢h Title: Assistant Treasurer

#### **National Grid USA**

Conaine II "Ipito By:

Name: Lorraine Lynch Title: Vice President and Assistant Treasurer

## **EUA Energy Investment Corporation**

Kanane. 11/1 By:

Name: Lorraine Lynch/ Title: Assistant Treasurer

## **Metrowest Realty LLC**

By:

Name: John G. Cochrane Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 22 of 45

## National Grid Development Holdings Corp.

By:

Name: Lorraine Lynch Title: Senior Vice President and Treasurer

## North East Transmission Co., Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## **National Grid USA**

By: \_

Name: Lorraine Lynch Title: Vice President and Assistant Treasurer

## **EUA Energy Investment Corporation**

By: \_

Name: Lorraine Lynch Title: Assistant Treasurer

**Metrowest Realty LLC** 

Slochan By:

Name: John G. Cochrane Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 23 of 45

Metro Energy L.L.C.

By: Name: Lorraine Lynch

Name: Lorraine Lynch Title: Vice President and Treasurer

**NEES Energy**, Inc.

mil demane 1 By:

Name: Lorraine Lynch Title: Assistant Treasurer

# New England Energy Incorporated

By:

Name: Lorraine Lyn¢h Title: Assistant Treasurer

# New England Hydro Finance Company, Inc.

demane h Mik By:

Name: Lorraine Lynch Title: President and Assistant Treasurer

NEWHC, Inc.

nul By:

Name: Lorraine Lynch / Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 24 of 45

## NM Properties, Inc.

Inite By:

Name: Lorraine Lynch Title: Assistant Treasurer

NM Uranium, Inc.

nil VAN By:

Name: Lorraine Lynch/ Title: Assistant Treasurer

Wayfinder Group, Inc.

nul By:

Name: Lorraine Lynch/ Title: Assistant Treasurer

**GridAmerica Holdings Inc.** 

Nonaus nik By:

Name: Lorraine Lynch// Title: Assistant Treasurer

National Grid T Corporation

Transmission Services

XaMane By:

Name: Lorraine Lynch // Title: Assistant Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 25 of 45

#### **Newport America Corporation**

1/1 By:

Name: Lorraine Lynch Title: Assistant Treasurer

## Niagara Mohawk Holdings, Inc.

By:

Name: Lorraine Lynch // Title: Assistant Treasurer

Patience Realty Corp.

By: Name: Lorraine Lynch,

Name: Lorraine Lynch//Title: Assistant Treasurer

**Prudence** Corporation

By:

Name: Lorraine Lynch Title: Assistant Treasurer

British Transco Capital Inc.

By:

Name: Lorraine Lynch Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 26 of 45

#### British Transco Finance Inc.

nun XMARE By:

Name: Lorraine Lynch Title: Vice President

Island Energy Services Company, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

## Transgas Inc.

By:

Name: Michael J. Nilsen Title: Treasurer

# Eastern Rivermoor Company, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

# **Mystic Steamship Corporation**

By: National Grid NE Holdings 2 LLC

Nenane Ulli By: Name: Lorraine Lynch

Title: Assistant Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 27 of 45

#### **British Transco Finance Inc.**

By:

Name: Lorraine Lynch Title: Vice President

# Island Energy Services Company, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

# Transgas Inc.

By: Michael J. Nilsen Name: Michael J. Nilsen

Title: Treasurer

## Eastern Rivermoor Company, Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

# **Mystic Steamship Corporation**

By: National Grid NE Holdings 2 LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 28 of 45

**Opinac North America**, Inc.

Nik By:

Name: Lorraine Lynch Title: Assistant Treasurer

PCC Land Company, Inc.

By:

Name: Lorraine Lynch/ Title: Vice President and Treasurer

Philadelphia Coke Co., Inc.

Manale By:

Name: Lorraine Lynch Title: Vice President and Treasurer

# Port of the Islands North LLC

By: Land Management and Development, Inc., its sole member

By:

Name: Lorraine Lynch Title: Assistant Treasurer

Eastern Associated Securities Corp.

By:

Name: Charles V. DeRosa Title: Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 29 of 45

MyHomeGate, Inc.

By:

Name: Lorraine Lynch// Title: Vice President and Treasurer

# National Grid Telemetry Solutions, LLC

By: National Grid Technologies, Inc., its sole member

By: Name: Charles V. DeRosa Title: Assistant Treasurer

# **KSI** Contracting, LLC

By: National Grid Services Inc., its sole member /

U. By:

Name: Lorraine Lynch Title: Treasurer

# **KSI Electrical, LLC**

By: National Grid Services Inc., its sole member

By:

Name: Lorraine Lynch Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 30 of 45

## KSI Mechanical, LLC

By: National Grid Services Inc., its sole member

By: Name: Lorraine Lynch

## National Grid Energy Management LLC

By:

Name: Lorraine Lynch/ Title: Vice President and Treasurer

## National Grid Energy Services LLC

vil By:

Name: Lorraine Lynch Title: Vice President and Treasurer

# National Grid Energy Supply LLC

By:

Name: James A. Cross Title: Vice President

# Broken Bridge Corp.

By: \_

Name: Michael J. Nilsen Title: Treasurer

20

Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 31 of 45

## **KSI Mechanical, LLC**

By: National Grid Services Inc., its sole member

By:

Name: Lorraine Lynch Title: Treasurer

## National Grid Energy Management LLC

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

## National Grid Energy Services LLC

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

# National Grid Energy Supply LLC

Juner A Compa. By:

Name: James A. Cross Title: Vice President

# Broken Bridge Corp.

By:

Name: Michael J. Nilsen Title: Treasurer

20

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 32 of 45

## KSI Mechanical, LLC

By: National Grid Services Inc., its sole member

By: <u>Name: Lorraine Lynch</u> Title: Treasurer

## National Grid Energy Management LLC

By: Name: Lorraine Lynch

Title: Vice President and Treasurer

# National Grid Energy Services LLC

By: \_\_\_\_\_\_\_ Name: Lorraine Lynch Title: Vice President and Treasurer

## National Grid Energy Supply LLC

By:

Name: James A. Cross Title: Vice President

# Broken Bridge Corp.

Michael By: Usen

Name: Michael J. Nilsen Title: Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 33 of 45

# National Grid North East Ventures Inc.

By:

Name: Lorraine Lynch<sup>7</sup> Title: Assistant Treasurer

## **KeySpan International Corporation**

aguil Whe M By:

Name: Lorraine Lynch Title: Assistant Treasurer

## National Grid IGTS Corp.

By: UM 0

Name: Lorraine Lynch Title: Assistant Treasurer

# KeySpan Midstream, Inc.

By: \_

Name: Michael J. Nilsen Title: Vice President and Treasurer

# KeySpan C.I. LTD

By:

Name: Michael J. Nilsen Title: Treasurer and Comptroller

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 34 of 45

## National Grid North East Ventures Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## **KeySpan International Corporation**

By:

Name: Lorraine Lynch Title: Assistant Treasurer

# National Grid IGTS Corp.

By: \_\_\_\_\_\_ Name: Lorraine Lynch Title: Assistant Treasurer

# KeySpan Midstream, Inc.

By: <u>Michael J. Milsen</u> Name: Michael J. Nilsen

Title: Vice President and Treasurer

KeySpan C.I. LTD

: Michael J. Milan Name: Michael J. Nilsen By:

Title: Treasurer and Comptroller

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 35 of 45

# KeySpan C.I. II LTD

By: \_\_\_\_\_

Name: Michael J. Nilsen Title: Treasurer and Comptroller

## KeySpan CI Midstream Limited

By:

Name: Michael J. Nilsen Title: Treasurer and Comptroller

# KeySpan Energy Development Co.

By:

Name: Michael J. Nilsen Title: Vice President, Treasurer and Controller

KeySpan Energy Services Inc.

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

KeySpan Energy Services New Jersey, LLC

donare 1 By: nuch

Name: Lorraine Lynch Title: Vice President and Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 36 of 45

# KeySpan C.I. II LTD

Name: Michael J. Nilsen By: Title: Treasurer and Comptroller

## KeySpan CI Midstream Limited

By: Michael J. Milsen Name: Michael J. Nilsen

Title: Treasurer and Comptroller

# KeySpan Energy Development Co.

: <u>Michael J. Milsen</u> Name: Michael J. Nilsen By:

Title: Vice President, Treasurer and Controller

# KeySpan Energy Services Inc.

By: \_\_\_\_\_\_\_\_ Name: Charles V. DeRosa Title: Assistant Treasurer

## KeySpan Energy Services New Jersey, LLC

By: \_\_\_\_\_\_\_ Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 37 of 45

KeySpan Plumbing & Heating Solutions, LLC

Na By:

Name: Lorraine Lynch Title: Vice President and Treasurer

**KeySpan Plumbing Solutions, Inc.** 

11 1/k By:

Name: Lorraine Lynch Title: Vice President and Treasurer

## Land Management and Development, Inc.

Manal By: Name: Lorraine Lynch

Title: Assistant Treasurer

Landwest, Inc.

INK By:

Name: Lorraine Lynch / Title: Assistant Treasurer

#### National Grid Millennium LLC

By:

Name: Michael J. Nilsen Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 38 of 45

#### KeySpan Plumbing & Heating Solutions, LLC

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

# **KeySpan Plumbing Solutions, Inc.**

By: \_\_\_\_\_\_ Name: Lorraine Lynch Title: Vice President and Treasurer

## Land Management and Development, Inc.

By: \_\_\_\_\_\_ Name: Lorraine Lynch Title: Assistant Treasurer

# Landwest, Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

# National Grid Millennium LLC

By: Michael J. Milsen

Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 39 of 45

## National Grid Islander East Pipeline LLC

Michael J. Mile By:

Name: Michael J. Nilsen Title: Vice President and Treasurer

# National Grid LNG GP LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

# National Grid LNG LP LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

#### National Grid LNG LP

Name: Michael J. Milsen By:

# Upper Hudson Development Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

Name: Michael J. Milsen Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 40 of 45

# National Grid Islander East Pipeline LLC

By: \_

Name: Michael J. Nilsen Title: Vice President and Treasurer

## National Grid LNG GP LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

#### National Grid LNG LP LLC

By:

Name: Lorraine Lynch// Title: Assistant Treasurer

# National Grid LNG LP

By:

Name: Michael J. Nilsen Title: Vice President and Treasurer

## Upper Hudson Development Inc.

By:

Name: Lorraine Lynch// Title: Assistant Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 41 of 45

Valley Appliance and Merchandising Company

nID Adnau By:

Name: Lorraine Lynch Title: Assistant Treasurer

65 Willis Lane Inc.

Adnane wh) By:

Name: Lorraine Lynch Title: Assistant Treasurer

NGUSA Service Co. Service Agreement effective 2012

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 42 of 45

# EXHIBIT I

## A. List of Certain Services Provided by Service Company.

(Additional or different services may be provided, from time to time, as requested by any Client Company.)

#### **Corporate Affairs**

Provide internal and external communication and relationship services.

## **Executive and Administrative**

Provide consultation and services in management and administration of all aspects of utility business.

## **Corporate Audit**

Provide internal and safety, health and environment audit services.

#### Customer

Provide gas and electric procurement and supply services. Provide services related to sales and customer risk and analytics, including energy efficiency programs.

#### Finance

Provide budgeting, accounting services, reporting and rate support. Responsible for tax, treasury and insurance activities.

## **Information Services**

Provide development and support services related to information technology. Manage IT networks and infrastructure, including cyber security.

#### Security

Provide physical security and security services.

#### Procurement

Responsible for the sourcing of products and administration of contracts with third party vendors.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 43 of 45

## **Human Resources**

Provide labor and employee relations services. Provide learning and development services. Manage recruiting, inclusion and diversity and learning and development programs. Manage employee compensation, benefits and pension programs.

#### Legal

Provide legal advice and assistance with respect to legal matters, including, without limitation, in the areas of real estate, commercial matters, corporate counsel, litigation, environment and employment. Provide legal support for federal, state and local regulatory activities. Manage corporate records and oversee ethics and business conduct programs and activities.

#### **Network Strategy and Services**

Provide services pertaining to the operation and maintenance of gas and electricity networks including engineering, investment planning, standards and policy compliance and reporting.

## Operations

Provide operational activities and services. Operational activities include maintenance and construction; protection and telecommunication operations; customer meter services & dispatch operations; control center operations; and power plant and LNG operations. Service activities include Operations Support (Fleet, Aviation, and Inventory Management; Customer Order Fulfillment and related support processes; Meter Lab & Testing activities); Project Management and Complex Construction and Vegetation Management; Resource Planning; Emergency Planning and Response; and Operations Performance activities.

#### Safety, Health and Environment

Manage safety, health and environmental programs, performance and compliance.

#### **Shared Services**

Provide customer care services, transactional services and real estate services.

## **Regulatory and Pricing**

Provide regulatory support services.

-----

## B. Cost of Service.

Cost of service will be determined in accordance with applicable Federal and state laws (including the Act and rules and regulations promulgated thereunder), and will include all costs of doing business incurred by Service Company, including a reasonable return on capital.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 44 of 45

Service Company will maintain an accounting system for accumulating all costs on a project, activity or other appropriate basis. Records will be kept by each cost center of Service Company in order to accumulate all costs of doing business. Expenses of Service Company departments will include salaries and wages of employees, materials and supplies and all other expenses attributable to each such department. Labor cost will be loaded for fringe benefits and payroll taxes. To the extent practicable, Service Company will keep time records of hours worked by all Service Company employees, including all officers of such Company.

The methods of assignment or allocation of costs shall be reviewed annually or more frequently if appropriate. Subject to the terms of the Agreement, if the use of a basis of allocation would result in an inequity because of a change in operations or organization, then Service Company may adjust the basis to effect an equitable distribution.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-25 Page 45 of 45

### **EXHIBIT II**

## Form of ACCESSION TO NATIONAL GRID USA SERVICE COMPANY, INC. SERVICE AGREEMENT

Effective as of [\_\_\_\_\_] ("Accession Date")

Reference is made to that certain Service Agreement dated as of November 5, 2012 by and between National Grid USA Service Company, Inc. and the Client Companies party thereto (the "Service Agreement"). Any capitalized term used but not defined herein shall have the meaning specified for such term in the Service Agreement.

In accordance with Section 4.4 of the Service Agreement, the undersigned [company] [companies] ([the] [each, an] "*Additional Client Company*") shall be deemed to be a Client Company under the Service Agreement as of the Accession Date. [The] [Each] Additional Client Company agrees to be bound by the terms of the Service Agreement from and after the Accession Date.

IN WITNESS WHEREOF, the undersigned [has] [have] caused this instrument to be executed by [its] [their] respective duly authorized representative[s] as of the Accession Date.

[COMPANY NAME]

By:

Name: Title:

[COMPANY NAME]

By:

Name: Title:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 1 of 38

# nationalgrid

Thomas R. Teehan Senior Counsel

November 9, 2012

# VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk Rhode Island Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

# **RE:** Service Agreement between National Grid Engineering & Survey Inc. and The Narragansett Electric Company

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, enclosed please find six copies of the following documents: (1) Service Agreement between National Grid Engineering & Survey Inc. ("NGES") and The Narragansett Electric Company ("Narragansett") dated November 5, 2012 ("Service Agreement") and (2) Termination of National Grid Engineering & Survey Inc. Service Agreement ("Termination Agreement"). The November 5, 2012 Service Agreement replaces the prior service agreement between NGES and Narragansett dated October 1, 2007, which is terminated by the Termination Agreement. I certify that the enclosed documents are accurate copies of the Service Agreement and the Termination Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

12 Tuchon

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, RI Division

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 2 of 38

#### NATIONAL GRID ENGINEERING & SURVEY INC.

#### SERVICE AGREEMENT

This Service Agreement ("<u>Agreement</u>") dated as of November 5, 2012 ("<u>Effective</u> <u>Date</u>") is entered into by and between National Grid Engineering & Survey Inc. ("<u>Service</u> <u>Company</u>"), a New York corporation, and each of the affiliated companies that are or become a party hereto (each, individually a "<u>Client Company</u>" and collectively, the "<u>Client Companies</u>"). Service Company and the Client Companies may also be referred to herein, individually, as a "<u>Party</u>," and, collectively, as the "<u>Parties</u>".

WHEREAS, Service Company is a service company affiliate of National Grid USA ("<u>National Grid</u>") which is a holding company under the Public Utility Holding Company Act of 2005, as amended (the "<u>Act</u>"); and

WHEREAS, the Client Companies desire Service Company to provide services as contemplated by this Agreement, and Service Company is willing to provide such services, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

## ARTICLE 1 SERVICES

1.1 <u>Services Offered</u>. Exhibit I to this Agreement describes some of the services that Service Company may furnish to each Client Company. In addition to the services referred to in Exhibit I, Service Company may also provide each Client Company with additional or different services, as may be requested, from time to time, by such Client Company. Service Company may, from time to time, unilaterally amend part A of Exhibit I entitled "List of Certain Services Provided by Service Company" for the purpose of aligning the service descriptions contained therein with the Service Level Agreements referred to in Section 1.4 hereof. Service Company shall deliver a copy of each such amended Exhibit I to the Client Companies and shall file a copy thereof with each state regulatory agency having jurisdiction.

In supplying services hereunder to a Client Company, Service Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers and other persons or third parties with necessary qualifications as are required for, or are pertinent to, the performance of such services.

1.2 <u>Modification of Services</u>. Each Client Company shall have the right from time to time to amend, alter or rescind any activity, project, program, work order or other request for

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 3 of 38

services in connection with this Agreement, provided that (i) the cost for the services covered by the activity, project, program, work order or other request for service shall be deemed to include any costs incurred by Service Company as a direct result of such amendment, alteration or rescission of the activity, project, program or work order, and (ii) no amendment, alteration or rescission of an activity, project, program or work order shall release a Client Company from liability for all costs already incurred by or contracted for by Service Company in connection with the activity, project, program or work order, regardless of whether the services associated with such costs have been completed.

## 1.3 Limitations.

(a) Anything in this Agreement to the contrary notwithstanding, (i) no Party shall be obligated to participate in any transaction contemplated by this Agreement if the cost to be charged to such Party in connection with such transaction differs from the amount of the charges such Party is permitted to incur under any statute applicable to such Party or under any rules, regulations or orders of the Federal Energy Regulatory Commission ("*FERC*") or of any state public utility commission or its equivalent having jurisdiction over such Party, and (ii) if a Client Company is subject to the jurisdiction of the Massachusetts Department of Public Utilities ("*MDPU*") or any successor to the MDPU, any amounts to be paid by such Client Company in connection with this Agreement or any transaction contemplated by this Agreement shall be subject to review and determination by the MDPU in any proceeding brought under Section 93 or 94 of Chapter 164 of the Massachusetts General Laws.

(b) This Agreement shall be subject to approval of any federal or state regulatory body whose approval is a legal prerequisite to its execution and delivery or performance. Cost allocations and the methods of allocation provided herein or contemplated hereby may also be subject to the jurisdiction of FERC under Section 1275 of the Energy Policy Act of 2005 and the rules promulgated thereunder and, if and to the extent its determination is sought, FERC determinations regarding the allocation of costs shall be dispositive.

(c) Nothing in this Agreement is intended to limit the jurisdiction that any state public utility commission or equivalent agency may have under applicable law to review the prudence of costs incurred and paid hereunder for the purpose of determining whether the applicable Client Company may recover such costs in rates.

1.4 Service Company shall cooperate in the implementation of, and shall participate in, such management programs and procedures as may be requested by any Client Company in connection with the services provided to such Client Company under this Agreement. These management programs and procedures may include, without limitation, budgeting applications and Service Level Agreements, as determined by the requesting Client Company.

## ARTICLE 2 COMPENSATION AND BILLING

2.1 <u>Compensation</u>. All of the services rendered under this Agreement will be rendered at actual cost thereof. Direct charges will be made for services where appropriate. Costs that cannot be directly charged will be allocated to Client Companies by means of

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 4 of 38

equitable allocation formulae or clearing accounts. To the extent possible, such allocations shall be based on cost-causation relationships. All other allocations will be broad based. Each formula will have an appropriate basis.

From time to time, certain Client Companies may make filings (as part of a rate plan or otherwise) with regulatory agencies having jurisdiction on the application of allocation methodologies as specified in such filings (such filings, as may be amended from time to time, shall be referred to as "*Allocation Filings*"). The Service Company shall allocate costs in connection with this Agreement in compliance with all applicable Allocation Filings then in effect and in compliance with the Service Company's Cost Allocation Manual, as such Manual may be amended or modified from time to time. Subject to the foregoing, allocation methodologies may be modified or changed by Service Company without the necessity of an amendment of this Agreement provided that in each instance all services rendered hereunder will be at actual cost thereof, fairly and equitably allocated. The Client Companies will be advised from time to time of any material changes in such methodologies.

2.2 <u>Billing</u>. Bills will be rendered during the first week of each month covering amounts due for the month calculated on an estimated basis using the actual expenses incurred to the extent possible during the second previous month. This estimated amount will be adjusted on the bill to be rendered by the conclusion of the following month. If a bill is not paid by the 15<sup>th</sup> day after the bill is received (the "*Due Date*"), the Client Company shall pay interest on any amount outstanding after the Due Date at the current money pool rate.

## ARTICLE 3 TERM AND TERMINATION

3.1 <u>Effective Date</u>. This Agreement shall become effective as of the Effective

3.2 <u>Term and Termination</u>.

(a) The term of this Agreement shall be 364 days. Upon the expiration of each 364 day term, this Agreement shall be automatically renewed for an additional term of 364 days; provided that such renewal term shall not apply to any Client Company that elects to terminate its participation in this Agreement by providing written notice to Service Company prior to the effective date of such renewal term.

(b) Any Client Company may terminate its participation in this Agreement upon sixty (60) days advance written notice to the Service Company. The Service Company may terminate this Agreement with respect to any Client Company upon sixty (60) days advance written notice to such Client Company or may terminate this Agreement in its entirety upon sixty (60) days advance written notice to all Client Companies. The foregoing notwithstanding, the obligations of the Parties under this Agreement with respect to invoicing and payment of amounts due shall continue in effect notwithstanding any such termination until all final accounting, adjustments and payments have been made in compliance herewith.

NGES Service Agreement effective 2012

Date.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 5 of 38

(c) This Agreement will also be subject to termination or modification, without prior notice and at any time, to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction.

# <u>ARTICLE 4</u> <u>MISCELLANEOUS</u>

4.1 <u>Modification</u>. Except as set forth in Article 2 and Sections 1.3, 3.2 and 4.4, no amendment or other modification of this Agreement shall be effective unless made in writing and executed by all of the Parties to this Agreement.

4.2 <u>Notices</u>. Where written notice is required by this Agreement, such notice shall be deemed given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

#### To Service Company:

National Grid Engineering & Survey Inc. Attn: Vice President, Service Company & Regulatory Accounting 40 Sylvan Road Waltham, Massachusetts 02451

# To Client Company:

Notice to any Client Company shall be sent to the attention of the President (or equivalent chief executive) of such Client Company at the principal office of such President or chief executive with a copy to the Vice President and Controller, National Grid USA, 40 Sylvan Road, Waltham, Massachusetts 02451.

4.3 <u>Accounts</u>. All accounts and records of Service Company shall be kept in accordance with all applicable rules and regulations promulgated by FERC pursuant to the Act, including, without limitation, applicable record retention requirements and the Uniform System of Accounts for Service Companies in effect from and after the date hereof. Upon request, Service Company shall permit a Client Company reasonable access to the accounts and records of Service Company relating to the services performed for such Client Company hereunder.

4.4 <u>Partial Execution; Additional Client Companies</u>. This Agreement shall become effective between Service Company and each Client Company that delivers an executed counterpart of this Agreement as of the Effective Date (without regard to whether any or all other entities listed on the signature pages below have executed this Agreement by the Effective Date). After the Effective Date, any new or existing direct or indirect subsidiary of National Grid USA may become an additional Client Company under this Agreement by executing and delivering to Service Company a counterpart of this Agreement or an Accession (such Accession to be substantially in the form attached hereto as Exhibit II); and this Agreement shall be effective with respect to each such additional Client Company from and after the execution date of such counterpart or Accession.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 6 of 38

4.5 <u>Waiver</u>. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

4.6 <u>No Third Party Beneficiaries</u>. Nothing in this Agreement is intended to confer upon any other person except the Parties any rights or remedies hereunder or shall create any third party beneficiary rights in any person. No provision of this Agreement shall create any rights in any such persons in respect of any benefits that may be provided, directly or indirectly, under any employee benefit plan or arrangement except as expressly provided for thereunder.

4.7 <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (regardless of the laws that might otherwise govern under applicable principles of conflicts of law).

4.8 <u>Counterparts</u>. This Agreement and any Accession may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or of any Accession and of signature pages by facsimile transmission (including telecopier and scanned "PDF" transmitted by email) shall constitute effective execution and delivery of this Agreement and any Accession as to the Parties and may be used in lieu of the original Agreement or Accession and signatures for all purposes. Signatures of the Parties transmitted by facsimile (including telecopier and scanned "PDF" transmitted by email) shall be deemed to be their original signatures for all purposes. In proving this Agreement or any Accession it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

4.9 <u>Entire Agreement</u>. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated by this Agreement.

4.10 <u>Severability</u>. If any term or other provision of this Agreement is determined to be invalid, illegal or unenforceable, such term or provision shall be modified so as to give as much effect to the original intent thereof as is consistent with applicable law and without affecting the validity, legality or enforceability of the remaining terms and provisions of this Agreement.

4.11 <u>Assignment</u>. Service Company shall not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the Client Companies, such consent not to be unreasonably withheld. A Client Company shall not assign this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Service Company.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 7 of 38

This Agreement shall inure to the benefit and shall be binding upon the Parties and their permitted successors and assigns.

[Signatures are on following pages.]

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 8 of 38

IN WITNESS WHEREOF, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

National Grid Engineering & Survey Inc.

By:

Name: Sharon Partridge Title: Vice President

Niagara Mohawk Power Corporation

By: Name: Kenneth D Daly Title: President

The Brooklyn Union Gas Company

By:

Name: Kepneth D. Daly Title: President

# **KeySpan Gas East Corporation**

By:

Name: Charles V. DeRosa Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 9 of 38

IN WITNESS WHEREOF, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

National Grid Engineering & Survey Inc.

By: Spartrid

Name: Sharon Fartridge Title: Vice President

## Niagara Mohawk Power Corporation

By: \_

Name: Kenneth D. Daly Title: President

## The Brooklyn Union Gas Company

By:

Name: Kenneth D. Daly Title: President

# **KeySpan Gas East Corporation**

By:

Name: Charles V. DeRosa Title: Vice President

NGES Service Agreement effective 2012

dia.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 10 of 38

**IN WITNESS WHEREOF**, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

# National Grid Engineering & Survey Inc.

By: \_\_\_\_\_

Name: Sharon Partridge Title: Vice President

#### **Niagara Mohawk Power Corporation**

By: \_\_\_

Name: Kenneth D. Daly Title: President

# The Brooklyn Union Gas Company

By:

Name: Kenneth D. Daly Title: President

**KeySpan Gas East Corporation** 

By:

Name: Charles V. DeRosa Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 11 of 38

# **Massachusetts Electric Company**

By: <u>MMC/Alld</u> Name: Matcy L. Reed

Title: President

# Nantucket Electric Company

By: <u>MMC//lll/</u> Name: Marcy L. Reed

# The Narragansett Electric Company

By:

Name: Timothy F. Horan Title: President

# New England Electric Transmission Corporation

By: <u>Putus A. Flynn</u> Name: Peter G. Flynn

Title: President

## **New England Power Company**

By: <u>Peters A. Flynn</u> Name: Peter G. Flynn

Title: President

Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 12 of 38

## **Massachusetts Electric Company**

By:

Name: Marcy L. Reed Title: President

# Nantucket Electric Company

By:

Name: Marcy L. Reed Title: President

# The Narragansett Electric Company

7. By:

Name: Timothy F. Horan Title: President

New England Electric Transmission Corporation

By:

Name: Peter G. Flynn Title: President

# New England Power Company

By:

Name: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 13 of 38

New England Hydro-Transmission Electric Company, Inc.

By: <u>Peter A. Flynn</u> Name: Peter G. Flynn

Title: President

**New England Hydro-Transmission** Corporation

By: Peter A. Flynn Name: Peter G. Flynn Title: President

## **Boston Gas Company**

By: <u>Mang Meld</u> Name: Marcy L. Reed Title: President

## **Colonial Gas Company**

By: <u>Mucj All</u> Name: Marcy L. Reed

Title: President

## **National Grid Generation LLC**

By: Peter A. Flynn Name: Peter G. Flynn

Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 14 of 38

National Grid USA Service Company, Inc.

By: no

Name: Lorraine Lynch Title: Vice President and Treasurer

## National Grid Electric Services LLC

By:

Name: John Bruckner Title: Senior Vice President

National Grid Energy Trading Services LLC

Allin By:

Name: Lorraine Lynch Title: Treasurer

## National Grid Glenwood Energy Center LLC

By:

Name: Peter G. Flynn Title: President

National Grid Port Jefferson Energy Center LLC

By:

Name: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 15 of 38

National Grid USA Service Company, Inc.

By: \_\_\_\_\_\_\_ Name: Lorraine Lynch Title: Vice President and Treasurer

National Grid Electric Services LLC

By: ner

Name: John Bruckner Title: Senior Vice President

National Grid Energy Trading Services LLC

By: \_\_\_

Name: Lorraine Lynch Title: Treasurer

## National Grid Glenwood Energy Center LLC

By:

Name: Peter G. Flynn Title: President

National Grid Port Jefferson Energy Center LLC

By:

Name: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 16 of 38

## National Grid USA Service Company, Inc.

By: \_

Name: Lorraine Lynch Title: Vice President and Treasurer

## National Grid Electric Services LLC

By:

Name: John Bruckner Title: Senior Vice President

## National Grid Energy Trading Services LLC

By: \_

Name: Lorraine Lynch Title: Treasurer

## National Grid Glenwood Energy Center LLC

By: <u>Pitto A. Flynn</u> Name: Peter G. Flynn

Title: President

National Grid Port Jefferson Energy Center LLC

By: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 17 of 38

National Grid Services, Inc.

INN By:

Name: Lorraine Lynd Title: Treasurer

## National Grid Development Holdings Corp.

By:

Name: Lorraine Lynch Title: Senior Vice President and Treasurer

#### North East Transmission Co., Inc.

NAK By:

Name: Lorraine Lynch // Title: Assistant Treasurer

#### **Metrowest Realty LLC**

By:

Name: John G. Cochrane Title: Treasurer

#### Metro Energy L.L.C.

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 18 of 38

National Grid Services, Inc.

By:

Name: Lorraine Lynch Title: Treasurer

#### National Grid Development Holdings Corp.

By: Name: Lorraine Lynch Title: Senior Vice President and Treasurer

## North East Transmission Co., Inc.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## **Metrowest Realty LLC**

Quan By:

Name: John G. Cochrane Title: Treasurer

## Metro Energy L.L.C.

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 19 of 38

Wayfinder Group, Inc.

By: Name: Lorraine Lynch

Title: Assistant Treasurer

National Grid Transmission Corporation Services

By:

Name: Lorraine Lynch/ Title: Assistant Treasurer

Patience Realty Corp.

By:

Name: Lorraine Lynch // Title: Assistant Treasurer

**Prudence** Corporation

Junan By:

Name: Lorraine Lynch // Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 20 of 38

#### Transgas Inc.

Michael J. Milsen By:

Name: Michael J. Nilsen Title: Treasurer

## **KSI** Contracting, LLC

By: National Grid Services Inc., its sole member

By: \_\_\_\_

Name: Lorraine Lynch Title: Treasurer

#### **KSI Electrical, LLC**

By: National Grid Services Inc., its sole member

By:

Name: Lorraine Lynch Title: Treasurer

#### KSI Mechanical, LLC

By: National Grid Services Inc., its sole member

By:

Name: Lorraine Lynch Title: Treasurer

## National Grid Energy Management LLC

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 21 of 38

#### Transgas Inc.

By:

Name: Michael J. Nilsen Title: Treasurer

#### **KSI** Contracting, LLC

By: National Grid Services Inc., its sole member

By: Name: Lorraine Lynch Title: Treasurer

#### KSI Electrical, LLC

By: National Grid Services Inc., its sole member

dorane h With ) By:

Name: Lorraine Lynch Title: Treasurer

## KSI Mechanical, LLC

By: National Grid Services Inc., its sole member

By:

Name: Lorraine Lynch Title: Treasurer

#### National Grid Energy Management LLC

By:

Name: Lorraine Lynch/ Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 22 of 38

National Grid Energy Services LLC

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

#### **KeySpan International Corporation**

By:

Name: Lorraine Lynch/ Title: Assistant Treasurer

## National Grid IGTS Corp.

By: Name: Lorraine Lynch

Title: Assistant Treasurer

#### KeySpan Energy Development Co.

By:

Name: Michael J. Nilsen Title: Vice President, Treasurer and Controller

KeySpan Energy Services Inc. By:

Name: Charles V. DeRosa Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 23 of 38

#### National Grid Energy Services LLC

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

## **KeySpan International Corporation**

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## National Grid IGTS Corp.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## KeySpan Energy Development Co.

Michael A By:

Name: Michael J.Wilsen Title: Vice President, Treasurer and Controller

## KeySpan Energy Services Inc.

By: \_

Name: Charles V. DeRosa Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 24 of 38

#### KeySpan Plumbing Solutions, Inc.

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

National Grid Millennium LLC

By: \_\_\_\_\_\_Name: Charles V. DeRosa Title: Assistant Treasurer

## National Grid LNG GP LLC

By:

Name: Lorraine Lynch

#### National Grid LNG LP LLC

By:

Name: Lorraine Lyn¢h Title: Assistant Treasurer

#### National Grid LNG LP

By:

Name: Michael J. Nilsen Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 25 of 38

## **KeySpan Plumbing Solutions, Inc.**

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

#### National Grid Millennium LLC

By:

Name: Charles V. DeRosa Title: Assistant Treasurer

## National Grid LNG GP LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

## National Grid LNG LP LLC

By:

Name: Lorraine Lynch Title: Assistant Treasurer

#### National Grid LNG LP

By: <u>Michael J. Milsen</u> Name: Michael J. Nilsen

Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 26 of 38

Valley Appliance and Merchandising Company

By:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 27 of 38

## EXHIBIT I

#### A. List of Certain Services Provided by Service Company.

(Additional or different services may be provided, from time to time, as requested by any Client Company.)

#### **Network Strategy and Services**

Provide services pertaining to the operation and maintenance of gas and electricity networks including engineering, investment planning, standards and policy compliance and reporting.

#### Operations

Provide operational activities and services. Operational activities include maintenance and construction; protection and telecommunication operations; customer meter services & dispatch operations; control center operations; and power plant and LNG operations. Service activities include Operations Support (Fleet, Aviation, and Inventory Management; Customer Order Fulfillment and related support processes; Meter Lab & Testing activities); Project Management and Complex Construction and Vegetation Management; Resource Planning; Emergency Planning and Response; and Operations Performance activities.

## B. Cost of Service.

Cost of service will be determined in accordance with applicable Federal and state laws (including the Act and rules and regulations promulgated thereunder), and will include all costs of doing business incurred by Service Company, including a reasonable return on capital.

Service Company will maintain an accounting system for accumulating all costs on a project, activity or other appropriate basis. Records will be kept by each cost center of Service Company in order to accumulate all costs of doing business. Expenses of Service Company departments will include salaries and wages of employees, materials and supplies and all other expenses attributable to each such department. Labor cost will be loaded for fringe benefits and payroll taxes. To the extent practicable, Service Company will keep time records of hours worked by all Service Company employees, including all officers of such Company.

The methods of assignment or allocation of costs shall be reviewed annually or more frequently if appropriate. Subject to the terms of the Agreement, if the use of a basis of allocation would result in an inequity because of a change in operations or organization, then Service Company may adjust the basis to effect an equitable distribution.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 28 of 38

## EXHIBIT II

Form of ACCESSION TO NATIONAL GRID ENGINEERING & SURVEY INC. SERVICE AGREEMENT

Effective as of [\_\_\_\_\_] ("Accession Date")

Reference is made to that certain Service Agreement dated as of November 5, 2012 by and between National Grid Engineering & Survey Inc. and the Client Companies party thereto (the "Service Agreement"). Any capitalized term used but not defined herein shall have the meaning specified for such term in the Service Agreement.

In accordance with Section 4.4 of the Service Agreement, the undersigned [company] [companies] ([the] [each, an] "*Additional Client Company*") shall be deemed to be a Client Company under the Service Agreement as of the Accession Date. [The] [Each] Additional Client Company agrees to be bound by the terms of the Service Agreement from and after the Accession Date.

IN WITNESS WHEREOF, the undersigned [has] [have] caused this instrument to be executed by [its] [their] respective duly authorized representative[s] as of the Accession Date.

[COMPANY NAME]

By:

Name: Title:

[COMPANY NAME]

By:

Name: Title:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 29 of 38

#### Effective as of November 5, 2012 (the "Effective Date")

#### RE: <u>Termination of National Grid Engineering & Survey Inc. Service</u> <u>Agreement</u>

Reference is made to that certain Service Agreement dated as of October 1, 2007 by and between National Grid Engineering & Survey Inc. (formerly named KeySpan Engineering & Survey Inc.) and the Client Companies that are a party thereto (the *"Service Agreement"*). Capitalized terms not defined herein shall have the meaning given to them in the Service Agreement.

The undersigned agree that the Service Agreement is hereby terminated as of the Effective Date.

This instrument may be executed in multiple counterparts, each of which shall be considered an original.

[Signatures are on following pages.]

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 30 of 38

IN WITNESS WHEREOF, the undersigned have duly executed this instrument as of the Effective Date.

National Grid Engineering & Survey Inc.

XOUTUNE ipich) By\_

Name: Lorraine Lynch / Title: Vice President and Treasurer

National Grid Corporate Services LLC

By: a Name: Lorraine Lynch

Title: Assistant Treasurer

National Grid Electric Services LLC

Maine 0 Unich By:

Name: Lorraine Lynch Title: Assistant Treasurer

National Grid Generation LLC

Mary By: Name: Lorraine Lynch

Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 31 of 38

National Grid Services, Inc., and its subsidiaries

Name: Lorraine Lynch rch By:

Title: Treasurer

KeySpan Gas East Corporation

By:

Name: 'Colin Owyang Title: Senior Vice President

The Brooklyn Union Gas Company

XMaine By:

Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 32 of 38

National Grid Services, Inc., and its subsidiaries

By: Name: Lorraine Lynch

KeySpan Gas East Corporation

Celin Cea ang By:

Name: Colin Owyang Title: Senior Vice President

The Brooklyn Union Gas Company

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 33 of 38

National Grid Port Jefferson Energy Center LLC

By: Xalling

Name: Lorraine Lynch / Title: Vice President and Treasurer

National Grid Glenwood Energy Center LLC

XMalil By: Name: Lorraine Lynch

Title: Vice President and Treasurer

National Grid Energy Trading Services LLC

By: XMalle Name: Lorraine Lynch

Title: Treasurer

National Grid Development Holdings Corp., and its subsidiaries

By: <u>Longie Margak</u> Name: Lorraine Lynch

Title: Senior Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 34 of 38

Massachusetts Electric Company

By: Xana Name: Lorraine Lynch

Title: Vice President and Treasurer

Nantucket Electric Company

By: Name: Lorraine Lynch

Title: Vice President and Treasurer

The Narragansett Electric Company

Allu By: Name: Lorraine Lynch

Title: Vice President and Treasurer

New England Power Company

By:

Name: Lorraine Lynch Title: Vice President and Treasurer

New England Electric Transmission Corporation

Name: Lorraine Lynch By:

Title: Vice President and Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 35 of 38

New England Hydro-Transmission Corporation

Malla By: X Name: Lorraine Lynch

Title: Vice President and Treasurer

New England Hydro-Transmission Electric Company, Inc.

andule By:

Name: Lorraine Lynch / Title: Vice President and Treasurer

National Grid USA Service Company, Inc.

Lanano By:

Name: Lorraine Lynch / Title: Vice President and Assistant Treasurer

NEES Energy, Inc.

inil Xanduke By:

Name: Lorraine Lynch / Title: Assistant Treasurer

New England Hydro Finance Company, Inc.

alline By: Name: Lorraine Lynch

Title: President and Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 36 of 38

Niagara Mohawk Power Corporation

By: and Name: Lorraine Lynch

Title: Vice President and Treasurer

Metrowest Realty LLC

By:

Name: John G. Cochrane Title: Treasurer

National Grid Transmission Services Corporation

By: Kalllie Name: Lorraine Lynch

Title: Assistant Treasurer

New England Energy Incorporated

such By: and Name: Lorraine Lynch

Title: Assistant Treasurer

Patience Realty Corp.

nick XMIIII By: Name: Lorraine Lynch

Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 37 of 38

Niagara Mohawk Power Corporation

Ву: \_\_\_\_

Name: Lorraine Lynch Title: Vice President and Treasurer

Metrowest Realty LLC

By:

Name: John G. Cochrane Title: Treasurer

National Grid Transmission Services Corporation

By:

Name: Lorraine Lynch Title: Assistant Treasurer

New England Energy Incorporated

By:

Name: Lorraine Lynch Title: Assistant Treasurer

Patience Realty Corp.

By:

Name: Lorraine Lynch Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-26 Page 38 of 38

Prudence Corporation

much) X Miline By: Name: Lorraine Lynch

Title: Assistant Treasurer

Valley Appliance and Merchandising Company

By: <u>August</u> Name: Lorraine Lynch Title: Assistant Treasurer

Wayfinder Group, Inc.

inh y: <u>XMUULe M</u> Name: Lorraine Lynch N By:

Title: Assistant Treasurer

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 1 of 10



Thomas R. Teehan Senior Counsel

March 22, 2013

## VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk RI Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

#### RE: Extension of Mutual Assistance Agreement to March 24, 2013

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an extension of the Mutual Assistance Agreement ("Agreement") previously entered into by The Narragansett Electric Company<sup>1</sup> on March 26, 2008. The extension of this Agreement is effective as of March 22, 2013.

In accordance with Paragraph 6 of the enclosed, the termination date of the Agreement has been extended to March 21, 2014. I certify that the enclosed documents are accurate copies of this extension Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

- Tuchon

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, Division

<sup>&</sup>lt;sup>1</sup> The Narragansett Electric Company d/b/a National Grid.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 2 of 10

# nationalgrid

Effective as of March 22, 2013 ("Effective Date")

Re: Extension of Mutual Assistance Agreement

Reference is made to the Mutual Assistance Agreement dated as of March 28, 2008 executed by the undersigned parties (the "Agreement"). In accordance with Paragraph 6 of the Agreement, the undersigned hereby agree to extend the Agreement for an additional 364 days by extending the Termination Date of the Agreement to March 21, 2014 ("Extended Termination Date"). The Agreement shall continue in full force and effect through such Extended Termination Date. This instrument may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be signed in its name and behalf by its duly authorized representative as of the Effective Date.

MASSACHUSETTS ELECTRIC COMPANY

By: <u>Marcy L. Reed</u>

Name: Marcy L. R Title: President

NANTUCKET ELECTRIC COMPANY

By: <u>MMALLEA</u> Name: Marcy L. Reed

Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 3 of 10

THE NARRAGANSETT ELECTRIC COMPANY

By:

Name: Timothy F. Horan Title: President

NEW ENGLAND POWER COMPANY

By: Poter A. Flu

Name: Peter G. Flynn Title: President

NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

By: Peter G. Flynn

Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: Peter A. Flynn Name: Peter G. Flynn

Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 4 of 10

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC COMPANY, INC.

Flypin Peter By: Name: Peter G. Flynn

Title: President

#### NIAGARA MOHAWK POWER CORPORATION

By:\_\_\_

Name: Kenneth D. Daly Title: President

BOSTON GAS COMPANY

By: <u>Muchled</u> Name: Marcy L. Reed

Title: President

## COLONIAL GAS COMPANY

By: <u>MMC/U/</u> Name: Marcy L. Reed

Name: Marcy L. Re Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 5 of 10

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC COMPANY, INC.

By:\_

Name: Peter G. Flynn Title: President

## NIAGARA MOHAWK POWER CORPORATION

Leng By:

Name: Kenneth D. Daly Title: President

## BOSTON GAS COMPANY

By:\_

Name: Marcy L. Reed Title: President

## COLONIAL GAS COMPANY

By:\_

Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 6 of 10

#### **KEYSPAN GAS EAST CORPORATION**

By: Name: William J. Akley Title: President

#### THE BROOKLYN UNION GAS COMPANY

By:\_\_\_\_

Name: Kenneth D. Daly Title: President

## NATIONAL GRID ELECTRIC SERVICES LLC

By:\_

Name: John Bruckner Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By:

Name: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 7 of 10

#### KEYSPAN GAS EAST CORPORATION

By:\_\_\_

Name: William J. Akley Title: President

#### THE BROOKLYN UNION GAS COMPANY

By:

Name: Kenneth D. Dafy Title: President

## NATIONAL GRID ELECTRIC SERVICES LLC

By:\_\_\_

Name: John Bruckner Title: Senior Vice President

#### NATIONAL GRID GENERATION LLC

By:

Name: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 8 of 10

#### KEYSPAN GAS EAST CORPORATION

By:\_\_

Name: William J. Akley Title: President

## THE BROOKLYN UNION GAS COMPANY

By:\_\_\_

Name: Kenneth D. Daly Title: President

NATIONAL GRID ELECTRIC SERVICES LLC

nti By: Name: John Bruckner

Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By:

Name: Peter G. Flynn Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 9 of 10

## **KEYSPAN GAS EAST CORPORATION**

By:\_

Name: William J. Akley Title: President

## THE BROOKLYN UNION GAS COMPANY

By:\_

Name: Kenneth D. Daly Title: President

#### NATIONAL GRID ELECTRIC SERVICES LLC

By:\_

Name: John Bruckner Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: Pitte A, Flynn Name: Peter G. Flynn

Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-27 Page 10 of 10

## NATIONAL GRID ENGINEERING & SURVEY INC.

By:

Name: John G. Cochrane Title: Executive Vice President

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 1 of 99



Thomas R. Teehan Senior Counsel

April 8, 2013

#### VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk Rhode Island Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

## RE: Liquid Refill InterCompany Agreement among Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an Inter Company Agreement ("Agreement") executed on April 23, 2012 by and among Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company.<sup>1</sup> For completeness, also enclosed are the underlying NAESB agreements between GDF Suez and either Boston Gas Company, Colonial Gas Company, or The Narragansett Electric Company and the transaction confirmation setting forth the terms for summer refill. With respect to the underlying agreements between GDF Suez, pursuant to Rule 3(d) of the Division Rules of Practice and Procedure National Grid requests confidential treatment for the transaction confirmation documents because they contain sensitive, confidential, and proprietary pricing information. Consequently, this filing contains one copy of the original document marked "Contains Privileged Information – Do Not Release" and nine (9) additional copies in which the privileged information has been redacted.

I certify that the enclosed documents are accurate copies the above-referenced Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

12 Tuchon

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, Division

<sup>&</sup>lt;sup>1</sup> Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company (each d/b/a National Grid).

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 2 of 99

# STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS

**RE: Liquid Refill Affiliate Filing** 

# NATIONAL GRID'S REQUEST FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

National Grid<sup>1</sup> hereby requests that the Rhode Island Division of Public Utilities and Carriers ("Division") provide confidential treatment and grant protection from public disclosure of certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by Division Rule 3(d) and R.I.G.L. § 38-2-2(4)(i)(B).

# BACKGROUND

On April 8, 2013, National Grid filed with the Division liquid refill agreements pursuant to the provisions of R.I.G.L. §39-3-28. This filing included transaction confirmations setting forth the pricing terms for summer refill. Because this information is proprietary, commercially sensitive, and confidential, National Grid requests that it be afforded confidential treatment.

# II. LEGAL STANDARD

The Division's Rule 3(d) provides that access to public records shall be granted in accordance with the Access to Public Records Act ("APRA"), R.I.G.L. §38-2-1, *et seq.* Under APRA, all documents and materials submitted in connection with the transaction

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 3 of 99

of official business by an agency is deemed to be a "public record," unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I.G.L. §38-2-2(4). Therefore, to the extent that information provided to the Division falls within one of the designated exceptions to the public records law, the Division has the authority under the terms of APRA to deem such information to be confidential and to protect that information from public disclosure.

In that regard, R.I.G.L. 38-2-2(4)(i)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where disclosure of information would be likely either (1) to impair the Government's ability to obtain necessary information in the future; <u>or</u> (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. <u>Providence Journal Company v. Convention Center Authority</u>, 774 A.2d 40 (R.I.2001).

The first prong of the test is satisfied when information is voluntarily provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. <u>Providence Journal</u>, 774 A.2d at 47.

In addition, the Court has held that the agencies making determinations as to the disclosure of information under APRA may apply the balancing test

<sup>&</sup>lt;sup>1</sup> The Narragansett Electric Company d/b/a National Grid ("National Grid or "the Company").

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 4 of 99

established in <u>Providence Journal v. Kane</u>, 577 A.2d 661 (R.I.1990). Under that balancing test, the Division may protect information from public disclosure if the benefit of such protection outweighs the public interest inherent in disclosure of information pending before regulatory agencies.

# I. BASIS FOR CONFIDENTIALITY

The Company has redacted summer refill pricing from the transaction confirmation documents involving LNG supplier GDF Suez. The Company seeks protective treatment for this pricing information, since it is competitively sensitive information. Public disclosure of these terms would be commercially harmful to the Company and to its customers, since potential bidders could use this information in such a way that would impede the Company's ability to obtain the best possible bid for its customers. Moreover, releases of this information could impact the Company's ability to obtain bids in the future.

# III. CONCLUSION

Accordingly, the Company requests that the Division grant protective treatment to those previously identified portions of its liquid refill agreements filing.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 5 of 99

WHEREFORE, the Company respectfully requests that the Division grant

its Request for Protective Treatment as stated herein.

Respectfully submitted,

# NATIONAL GRID

By its attorney,

72 Thehay

Thomas R. Teehan, Esq. (RI Bar #4698) National Grid 280 Melrose Street Providence, RI 02907 (401) 784-7667

Dated: April 8, 2013

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 6 of 99

### AGREEMENT

This agreement ("Agreement") is entered into as of April 1, 2013 by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston"), and The Narragansett Electric Company d/b/a National Grid ("Narragansett"). Colonial, Boston, and Narragansett may be referred to herein as the "Parties".

## RECITALS

WHEREAS, Colonial is party to an agreement (the "Colonial Agreement") with GDF Suez Gas NA LLC ("Suez") pursuant to which Colonial purchases liquefied natural gas ("LNG") from Suez, and

WHEREAS, Boston is party to an agreement (the "Boston Agreement") with Suez pursuant to which Boston purchases LNG from Suez, and

WHEREAS, Narragansett is party to an agreement (the "Narragansett Agreement") with Suez pursuant to which Boston purchases LNG from Suez, and

WHEREAS, the Colonial, Boston and Narragansett Agreements are effective April 1, 2013 through and including November 30, 2013, and

WHEREAS, from time to time, Colonial shall sell quantities of LNG purchased pursuant to the Colonial Agreement to its affiliates Boston and Narragansett, and

WHEREAS, from time to time, Boston shall sell quantities of LNG purchased pursuant to the Boston Agreement to its affiliates Colonial and Narragansett, and

WHEREAS, from time to time, Narragansett shall sell quantities of LNG purchased pursuant to the Narragansett Agreement to its affiliates Boston and Colonial, and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for consideration, the sufficiency of which is hereby acknowledged, Boston, Narragansett, and Colonial agree as follows:

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 7 of 99

# ARTICLE I Sales by Colonial

From time to time during the term of the Colonial Agreement, 1.1 Colonial shall sell LNG purchased from Suez pursuant to the Colonial Agreement to Boston and/or Narragansett. 1.2 For such sales, transfer of title to the LNG from Colonial to Boston and/or Narragansett shall take place immediately upon the purchase of the LNG by Colonial at either the Suez facility or the Company's facility. 1.3 Colonial represents and warrants that it has good and merchantable title to all LNG sold to Boston and/or Narragansett hereunder. For such sales, the price paid by Boston and/or Narragansett shall 1.4 be the price paid by Colonial to Suez under the Colonial Agreement. 1.5 Boston and/or Narragansett shall arrange for transportation of any LNG purchased from Colonial from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers. National Grid Corporate Services LLC, as agent for the Parties, 1.6 shall initiate and document such sales and ensure proper intercompany accounting. As between the Parties, Colonial shall bear the risk of loss and 1.7 shall be liable for any damage caused by the LNG prior to delivery to Boston and/or Narragansett; and Boston or Narragansett, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.

# ARTICLE II Sales by Boston

2.1 From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from Suez pursuant to the Boston Agreement to Colonial and/or Narragansett.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 8 of 99

- 2.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon the purchase of the LNG by Boston at either the Suez facility or the Company's facility. 2.3 Boston represents and warrants that it has good and merchantable title to all LNG sold to Colonial and/or Narragansett hereunder. 2.4 For such sales, the price paid by Colonial and/or Narragansett shall be the price paid by Boston to Suez under the Boston Agreement. Colonial and/or Narragansett shall arrange for transportation of any 2.5 LNG purchased from Boston from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers. 2.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper
- 2.7 As between the Parties, Boston shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Colonial and/or Narragansett; and Colonial or Narragansett, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.

intercompany accounting.

### ARTICLE III Sales by Narragansett

- 3.1 From time to time during the term of the Narragansett Agreement, Narragansett shall sell LNG purchased from Suez pursuant to the Narragansett Agreement to Colonial and/or Boston.
- 3.2 For such sales, transfer of title to the LNG from Narragansett to Colonial and/or Boston shall take place immediately upon the purchase of the LNG by Narragansett at either the Suez facility or the Company's facility.
- 3.3 Narragansett represents and warrants that it has good and merchantable title to all LNG sold to Colonial and/or Boston hereunder.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 9 of 99

- 3.4 For such sales, the price paid by Colonial and/or Boston shall be the price paid by Narragansett to Suez under the Narragansett Agreement.
- 3.5 Colonial and/or Boston shall arrange for transportation of any LNG purchased from Narragansett from the Suez facility to their distribution facilities under LNG trucking services agreements between National Grid Corporate Services LLC and LNG transportation services providers.
- 3.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
- As between the Parties, Narragansett shall bear the risk of loss and 3.7 shall be liable for any damage caused by the LNG prior to delivery to Colonial and/or Boston; and Colonial or Boston, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.

This Agreement shall be effective as of April 1, 2013 through and including November 30, 2013.

The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

Colonial Gas Company d/b/a National Grid

CAR John Vaughn Authorized Signatory

Boston Gas Company d/b/a National Grid

CRU John Vaughn

Authorized Signatory

The Narragansett Electric Company d/b/a National Grid CAN

John Vaughn Authorized Signatory

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 10 of 99

		TOOOOO3
Base Contract for S		
This Base Contract is entered		
	is Base Contract are the	print and a second second second second second second second second second second second second second second s
PARTY A GDF SUEZ GAS NA LLC	PARTY NAME:	PARTY B. THE NARRAGANSETT ELECTRIC COMPANY DIBIA NATIONAL GRID
20 City Square, Suite 3 Charlestown, MA 02129	ADDRESS	1595 Mendon Road Cumberland, RI-02864
www.gdfsuez.com	BUSINESS WEBSITE	www.nationalgrid.com
NSB042	CONTRACT NUMBER	
19-671-4414	D-U-N-S® NUMBER.	
US FEDERAL: 04-3009638	TAX ID NUMBERS	US FEDERAL:
Delaware	JURISDICTION OF ORGANIZATION	Rhode Island
Corporation BillC	COMPANY TYPE	Orporation         IT         LLC           Limited Partnership         Description         Partnership           LLP         Other;         Other;
	GUARANTOR (IF APPLICABLE)	
	NTACT INFORMATI	N
20 City Square, Sulle 3, Charlestown, MA. 02128- ATTN Vice President, Sales & Markeling 72/4: (617) 886 6700: rFAX#: (617) 886-8944 FMAIL: (5seph.min/biv@odfsueza.com 1950 Post Oak Boulevard; Houston, TX:77056	COMMERCIAL	eci National Grid, 40 Sylvan Road, Watham, MA. 02451 AT7N: Director, Cuistomer Choice/ Gas Resource: Mul- TEL:: (781) 907-1639: FAXW: (781) 907-1647 EMAIL: glizabeth aranito@usi.ngrid c/o National Grid, 40 Sylvan Road, Watham; MA. 02451
ATTN: <u>Manager, Gas Supply Operations</u> TELH: <u>-1(713) 636-1528</u> FAX#: (7(13) 636-1247 EMAIL: <u>joe deschamps@gdIsuszna.com</u>	SCHEDULING	ATTN: Director Customer Choice/ Gas Resource Mgl TEL# (761) 907-1639 FAX#: (761) 907-1647 EMAL: elizabeth arengic@us.ngrid
20 City Square, Suite 3, Charlestown, MA-02129 47 TW: Contract Administration TEL#:	• CONTRACT AND LEGAL NOTICES	Un National Grid, 100 East Old Country Rd, Micksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL# (516) 545-3108 FAX#: (516) 545-5469 EMAIL: tohn.alloca@us.fgrid
1990 Post Oak Boulevard, Suite 1900, Houston, TX: 77056	• CREDIT	có National Grd. 100 East Old County, Rd. Hickswille, NY. 11801 ATTN: Credit Department TEL#. (516) 545-3122. FAX#. (516) 545-5459 EMAIL: sbonturoube@us.nond
20 City Square, Sulie 3: Charlestown, MA 02129 4777/: Contrad Administration 7714: (617) 886-8700 FAX#: (617) 886-8844 MA/L: saundra guadagno@gdlsuezna.com	• TRANSACTION CONFIRMATIONS	clo National Grid, 100 East Old Country Rol Hickswille, NY 11801 ATTN: Director Gas Contracting & Complianco TEL# (516) 545 3108: FAX# (516) 525 5469 EMAR: john:alloca@us.ngrid
keren statest. Est states	OUNTING INFORMATI	
990 Post Qak Boulevard, Suite 1900; Houston, TX: 77056 1777/: Revenue Analyst FEL#: [/13) 636-1422; FAX#: (713) 636-1613 TMAIL: blanca.nos@cdd/suezna.com	INVOICES PAYMENTS SETTLEMENTS	clo National Gnd. 100 East Old Country RG. Hicksville, NY 11801 ATTN: <u>Back Office</u> TELM: (516) 545-6032 FAXH: (516) 545-5469 EMAIL:
ANK DP Morgan Chase Bank 1997 BA: 021000021 ACCT 0113321179 DTHER DETAILS: For GDF SUEZ Gas NA LLC	WRE TRANSFER NUMBERS (IF APPLICABLE) CHECKS	BANK: ABA OTHER DETAILS:
NTTN:: A E SE HAMA E E VI NDRESS:	(IF APPLICABLE)	ADDRESS:
TINESS BUSILINE PARAME	CHECKS	

Copyright @ 2006 North American Energy Standards Board; Inc. All Rights Reserved Page 1 of 14

.

Ŷ

.

AESB Standard 6.3.1 September 5, 2006



The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 11 of 99

	Base Contract for Sale		ise of Natural Gas
published by th	Inact incorporates by reference for all purposes the ( the North American Energy Standards Board. The pur diffions. In the event the parties fail to check a box,	arties hereby agre	d. Conditions for Sale and Purchase of Natural Gas a to the following provisions offered in said General ult provision shall apply. <u>Select the appropriate box(es)</u>
Section 1.2 Transaction Procedure	FI Oral (default) OR Written	Section 10.2 Additional Events of Default	D No Additional Events of Default (default) D Indebiedness Gross Default
Section 2.7 Confirm Deadline	2 Business Days after receipt (default)       OR	Delaint	Paily A:      Party B:      Transactional Cross Default     Specified Transactions;
Section 2:8 Confirming Party	Seller (default)       OR       1       Buyer		
Section 3.2 Performance Obligation	Ø     Cover Standard (default)       OR	Section 10.3.1 Early Termination Damages	Early Termination Damages Apply. (default) OR U. Early Termination Damages Do Not Apply
Note: The followin immediately prece Section 2.31 Spot Price Publication	M     Gas Daily Midpoint (default)       OR     Image: Comparison of the second secon	Section 10.3.2 Other Agreement Setoffs	Ø     Other Agreement Setorife Apply (defaul)       I     Bigleral (defaul)       Ø     Triangular       OR:     I
Section 6 Taxes	영 : Buyer Pays Al and After Delivery Point (defaul OR 민 - Seiler Pays Before and Al Delivery Point	9	C Other Agreement Stidle Do Not Apply
Section 7:2 Payment Date	25 <sup>th</sup> Day of Month following Month of defivery	Section 15.5 Choice Of Law	State of New York
Method of Payment	Wite transfer (děfault) 17 Automated Clearinghouse Credit (ACH) 19 Chick	Section 15.10 Confidentiality.	Confidentiality applies (default)
Netting Special Provision	B         Netling applies (défault)           OR		
KAddendum(s): L	iquefied Natural Gas Annex - 8 pages	s Base Contract	in duplicate.
GDF SUEZ OF	3 h h m d		The Nerragansett Electric Company attain National Grid
Ву:	1 K // N	SIGNATURE	(112)
By	P. Murphy	<u> </u>	Name: JANYI V. Validu X

.

:

·····

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 12 of 99

> Ē. ų,

# General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

#### SECTION 1 PURPOSE AND PROCEDURES

These General Terms and Conditions are intended to facilitate purchase and sale transactions of Ges on a Firm or Interruptible basis. "Buyer refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement: between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as Indicated on the Base Contract.

Oral Transaction Procedure:

The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be 1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be affectuated in an EDI transmission of telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be logilly bound/from the time they so agree to transaction terms and may each reiv thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party and to the parties to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party and the other party a Transaction proceedure) provided that the failure to send a Transaction Confirmation and the parties. Confirming Party adopts its confirming Party, adopts its confirming party, adopts its confirming the transaction confirmation consistence on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contained on the commercial terms of the transaction Confirmation conditions any provisions other than those relating to the commercial terms of the transaction Confirmation contact or General Terms and Conditions of the is Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3, but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agree to by the parties. invalidate any transaction agreed to by the parties Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party rais, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facisitie, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be bridding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirming Deadline without objection from the receiving party, as provided in Section 1.3.

If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to In Section 1:2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Continuation. If there are any material differences between timely sent Transaction Continuations governing the same transaction, then neither Transaction Continuation shall be binding until or unless such differences are rescived including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2; (ii) the orail agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Orail Transaction Procedure of the Base. Contract: (ii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4 1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

#### SECTION 2. DEFINITIONS

The terms set for th below shall have the meaning as model to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein. 4.55 2.1 Additional Event of Default shall mean Transactional Cross Default of Indebtedness Cross Default, each as and if

selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly, under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

Copyright © 2006 North American Energy Standards Board, Inc. Page 3 of 14

NAESB Standard 6.3.1 September 5: 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 13 of 99

40-0000 4

27 . January 17 a

÷

2 R H

6

and the second second second second second second second second second second second second second second second

2.3. "Alternative Damages' shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver, Gas in the case of Seller or to receive Gas in the case of Buyer.

2.4: "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

ويديني الروبيات المستنبيان

. . . .

A COLLECTION OF STREET

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2.7: "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party' shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party:

2.9: "Contract" shall mean the legally binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price' shall mean the amount expressed in U.S. Doltars per MMBh, to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity shall mean the quantity of Gas to be delivered and taken as agreed to by the parties In a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, soltain Gas, for an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, soltain Gas, for an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with the amount of noice provided by the nonperforming party, the immediacy of the Buyer's Gas consumption needs of Seller's Gas seles requirements, as applicable; the quantities involved, and the anticipated length of failure by the nonperforming party.

2.13. Credit Support Obligation(s) shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset guaranty or other good and sufficient security of a continuing nature.

2.14. "Day shall mean a period of 24 consecutive hours; coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15 <sup>1</sup>Delivery Period<sup>®</sup> shall be the period during which deliveries are to be made as agreed to by the parties in a transaction. 2.16. <sup>1</sup>Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.

2.17. TEDI, shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical trainaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuss for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19 "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure, provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20 "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methonal

2.21, "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a pany hereurider.

2.22. In balance Charges' shell mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.

2.23 Indebtedness Cross Default shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor if any, experiences a default or similar condition or event however therein defined; under one or more agreements or instruments; individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate, amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 4 of 14 NAESB Standard 6.3.1 September 5, 2006

192

.

į.

ŝ

The Narragansett Electric Company d/b/a National Grid **RIPUC Docket No. 4770** Attachment PUC 1-20-28 Page 14 of 99

....

2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

a march and and a sure of

2.25; "MMBlu" shall mean one million British thermal units, which is equivalent to one dekatherm.

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

2.28 "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

"Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or 2.29. management.

2:30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.

2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day, provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stalled above) for the first Day for which a price or range of prices is published that next precedes the relevant Day, and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction: Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33 Transactional Cross Default shall mean it selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2 34 Termination Option' shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation:

Transporter(s)" shall mean all Gas gathening or pipeline companies, or local distribution companies, acting in the capacity of a 2.35 transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION-3. PERFORMANCE OBLIGATION

......

Seller agrees to self and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in 3 1 accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interuptible basis; as agreed to by the parties in a transaction:

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract. Cover Standard: La ( 2 sette Disconstantes) 12.0

Cover Standard: 3.2 The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) In the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference. If any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the reside of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference in any Day(s) excluding any quantity reasonable efforts to replace the Gas or Seller has used commercially reasonable differences in transportation to (i) or (ii) above, as applicable, the sole and exclusive remedy of the portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, line sole and exclusive remedy of the portioning party with responable of the Sole for such transportation to (i) or (ii) above, as applicable, line sole and exclusive remedy of the personable for the sole of replaced or sold transportation to the amount equal to any unfavorable difference shall be responsible for Imbalance Charges shall not be recovered under this Saction 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges shall not be recovered under this Saction 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges shall not be recovered under this Saction 3.2, but Seller and/or amount of such unlavorable difference shall be payable five Business Days after presentation of the performing party's involce, which shall set forth the basis upon which such amount was calculated.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 5.0[14

NAESB Standard 6.3.1 September 5, 2006

and the building

ł

ł

1 1

ą

5112 Carl

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 15 of 99

### Spot Price Standard:

محمد المستقد والمحمد المتعادي والمتعادي والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد والمحمد

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be 3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deriver of receive cas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot-Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for linbalance Charges, if any, as provided in Section 4.3. The amount of such untavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall, set forb, the basis unon which such amount was calculated. set forth the basis upon which such amount was calculated.

of the transference of the model and the second of the second second second second second second second second

Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in -3.3: writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

#### TRANSPORTATION, NOMINATIONS, AND IMBALANCES SECTION 4.

Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility 4.1. for transporting the Gas from the Delivery Point(s).

The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3 The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantiles of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantiles of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Scher's derivery of quantiles of Gas greater than or less than the Scheduled Gas, then Seller imbalance Charges were incurred as a result of Scher's derivery of quantiles of Gas greater than or less than the Scheduled Gas, then Seller intervent intervent in the Scheduled Gas, then Seller intervent in the Scheduled Gas. shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

#### SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBlu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter. 

### SECTION 6. TAXES

The parties have selected eithe			
indicated on the Base Contract.			

sil elb 12 Buyer, Pays At and After Delivery Point: Seller shall pay or cause to be paid all taxes, fees, levies, penalties, l'censes or charges imposed by any government authority (Taxes')

on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on of with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to reinit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reinburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof. Seller Pays Before and At Delivery Point:

Selier shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority (Taxes) on or with respect to the Gas prior to the Delivery Point(s), and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof

#### SECTION 7. BILLING, PAYMENT, AND AUDIT

Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing 7.1 supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The Invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

Copyright © 2005 North American Energy Standards Board, Inc., All Rights Reserved Page 5 of 14

NAESB Standard 6.3.1 September 5, 2008

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 16 of 99

.

3

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10:Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of Invoice.

7.4. If the invoiced party in good faith, disputes the amount of any such invoice or any part (hereof, such invoiced party vill pay such amount as it concedes to be correct; provided, however, it the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party must any remedy available at law or in equily to enforce its rights pursuant to this Section.

7.5. If the involced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of () the then effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum, or (0) the maximum applicable lawful Interest rate.

7:6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other hardy only to the extent reasonable methods and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other hardy only to the extent reasonable methods and to obtain copies shall not be available with respect to proprietary information made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All involces and billings shall be conclusively presumed final and accurate and all associated claims for under or overpayments shall be deemed waived unless such involces or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments shall be conducted to in a substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due; arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7, provided that no payment required to be made, pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netling under this Section 1.1 (if the parties have executed a separate netling agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

# SECTION 8. TITLE WARRANTY AND INDEMNITY

8.1. Unless otherwise specifically agreed, tille to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Selier shall have responsibility for, and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2 Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all lens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8 ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED.

8.3. Seller agrees to Indemnity Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys (elss and costs of court ("Claims"), from any and all persons, ansing from or out of claims of title personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer agrees to Indemnity Seller and save it harmless from all Cas or other charges thereon which attach before title passes to Buyer, personal injury (Including death) or property damage from said Cas or other charges thereon which attach before title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of tille to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202; General Notes, page 3); provided; however, that in the event Selfer; took tille to the Gas outside the Customs Territory of the United States, case and warrants that it is the importer of fecord for all Gas entered and delivered into the United States and warrants that it is the importer of fecord for all Gas entered and delivered into the United States and entry summary fillings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

# SECTION 9. NOTICES

. .

9.1 All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract (Notices') shall be made to the addresses specified in writing by the respective parties from time to time.

9.2 All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

 9.3.
 Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual received date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's received in the following interaction of successful transmission. If the day on which such facsimile is received is Copyright © 2006 North American Energy. Standards Board, Inc.

 Copyright © 2006 North American Energy. Standards Board, Inc.
 NAESB Standards Board, Inc.

 All Rights Reserved
 September 2, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 17 of 99

> я j.

> ÷

not a Business Day or is after five p.m; on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mall or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing:

And the second state and the state of the st

The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall 9.4 not be obligated to implement such change until ten Business Days after receipt of such Notice:

#### SECTION 10. FINANCIAL RESPONSIBILITY

If either party (X) has reasonable grounds for insecurity regarding the performance of any obligation under this Contract 10.1. If either party (X) has reasonable grounds for insecurity regarding the performance of any obligation under this Contract: (whether, or not then due) by the other party (Y) (including, without ilmitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance's shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable telter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a, continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance Assurance of Performance in the form of cash. Irresterred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance or that Adequate Assurance shall be released forthomation and the return by X to Y of such Adequate Assurance of Performance or that Adequate Assurance of Performance shall be released forthomation and the return by X to Y of such Adequate. released automatically and, to the extent possible, without any further action by either party.

Teleased automatically and, to the extent possible, without any further action by either party.
10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize; or acquisese in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankruptcy or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver; provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (v) fall to perform any obligations the tother party with respect to any Credit. Support Obligations relating to the Contract; (vii) fall to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party (viii) not have paid any amount due the other party with respect to any Additional Event of Default; then the other party. (the "Non-Defaulting Party") shall have the right; at sole: election, to Immediately withfold and/or suspend deliveries or payments upon Notice and/or to terminate and kipidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available nervinate. hereunder

10:3. If an Eventiof Default has occurred and is continuing, the Nor-Defaulting Party shall have the right, by Notice to the Defaulting Party to designate a Day's noiseafter than the Day such Notice is given and no later than 20 Days after such Notice is given as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other the Contract, each a "Terminated Transaction" on the Early Termination Date, all transactions will terminate, other the indicate the transactions will terminate, other than those transactions must be liquidated and terminated under applicable law. ("Excluded Transactions"), which Excluded Transaction and be valued consistent with Section 10.3.1 below. With respect to each "Pertinet Transaction that the Early Termination Terminated Transaction and be each exclusion to the terminate of the transaction terminate the terminate of terminate of the terminate of terminate of the terminate of the terminate of the terminate of terminate of terminate of the terminate of terminate of the terminate of terminate of the terminate of terminate of terminate of terminate of terminate of the terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate of terminate o Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as Indicated on the Base Contract. 5.4

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine; in good faith and in a commercially manner; () the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveres and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract, and (ii) the Market Value, as defined below, of each. Terminated Transaction. The Non-Defaulting Party shall (X) liquidate and, accelerate each. Terminated Transaction at Its Market Value, so that each amount equal to the difference between such. Market Value, and the Contract Value, and the difference between such Market Value, so that each amount equal to the difference between such. Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case, and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1; "Contract Velue" means the amount of Cas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and Markel Velue" means the amount of Cas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and Markel Velue" means the amount of Cas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and Markel Velue" means the amount of Cas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in economercially reasonable marmer. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations; any, or all of the settement prices of NYMEX Cas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona field third-party offers, all adjusted for the leaded of the settement prices of NYMEX (as futures contracts) and the promotion a replacement transaction (as the transaction of the party offers, all adjusted for the leaded of the party offers. length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which partles are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Copyright © 2006 North American Energy Standards Board, Inc. Ali Rights Reserved. Page 8 of 14

NAESB Standard 6.3.1 September 5, 2006.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 18 of 99

4 MAR 1

and a second second second second second second second second second second second second second second second

Market Values: For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Detauliting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excelled Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and received infinite which payment has not yet been made by the party that owes such payment the party for under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as Indicated on the Base Contract.

Other Agreement Setoffs Apply:

where the construction there exists a construction of the two second second

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties, under Section 10.3.1, so that all such amounts are netted or aggregated to a single inquidated amount payable by one party to the other (the Net Settlement Amount). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to settoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract, and (ii) any amount(s) (including any excess cash margin or excess cash collateral), owed or held by the party that is entitled to the Net Settlement Amount under amount(s) other any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single included amount payable by one party to the other (the Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to Setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Non-Defaulting Party or its Affiltates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement, and/or (v) any Net Settlement Amount owed to the Defaulting. Party against any amount(s) (including any any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates to the Non-Defaulting Party against any amount(s) (including any arrangement, and/or (v) any Net Settlement Amount owed to the Defaulting. Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party against any amount (s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to t

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single inquidated amount payable by one party to the, other (the Net Section and Manual). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party in may seloff any Net Settlement Amount). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may seloff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascentatined, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is accertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the flouidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount is well as any setoffs applied against such amount by Setoffs applied against such amount by Setoffs applied against such amount by the close of business on the second Business Day following such Notice which date shall not be earlier than the Early Termination Date interest on any unpaid portion of the Net Settlement Amount as diusted by setoffs shall not be earlier than the Early Termination Date interest on any unpaid portion of the Net Settlement Amount as diusted by setoffs, shall accue from the date of payment at a rate equal to the lower of (0) the their effective prime rate of Interest published under. Money Rates' by The Wall Street Journal, plus two percent per annum, or (i) the maximum applicable lawful Interest rate.

10.5. The parties agree that the transactions hereinder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Parity's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Parity with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs; counterclaims and other defenses that it is or may be entitled to arking from the Contract.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 9 of 14 NAESB Standard 6.3.1 September 5, 2006

e.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 19 of 99

a construction of the second second second second second second second second second second second second second

÷,

Į.

ġ

1.2 į

•

ŝ

Ŀ 1.000

1971 C 1977

With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting. 10.7 provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

### SECTION 11. FORCE MAJEURE

and a state of the second state of the second state of the second state of the second state of the second state of the

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming. suspension, as further defined In Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouls, explosions, breakage or accident or necessity of repairs for machinery or equipment or lines of piers (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of piers (iii) interruption and/or curtaliment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances; rigits, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance; regulation, or policy having the effect of law promulgated by a compared to during the definition of the compliance with a statute, ordinance; regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a: Force Majeure; and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by 11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is attected oy-any or all of the following circumstances: () the ourtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curratiled; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardwhip, to include, without limitation, Seller's ability to sell. Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or inore advantageous price than the Contract. Price, or a regulatory, agency disallowing, in whole or in part, the pass through of costs resulting from this: Contract, (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss of failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.3. The party claiming branching the excursed from the resonant billity for invalance Charges. Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally, however, write Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing writen Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

### SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction. transaction.

### SECTION 13. LIMITATIONS

SECTION 13. LIMITATIONS FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN: EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESS. Y PROVIDED HEREIN OR IN A TRANSACTION. A PARTY'S LIABILITY SHALL BE UNITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN: EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE. FOR CONSEQUENTIAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN: EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE. FOR CONSEQUENTIAL INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONTRACT WOER ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES BE UNTHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED. THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDIATIVE ON VENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

Copyright © 2006 North American Energy Standards Board; Inc. Page 10 of 14 All Rights Reserved

NAESB Steindard 6:3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 20 of 99

> ij

÷

# SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good failh to agree on a replacement price for the If a Market Disruption Event has occurred inen-the parties shall negotiate in good faith for agree on a replacement price for the Floating Price (or on a methad for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business. Day following the affected Day then the replacement price for the Floating. Price shall be determined within the next two. following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two guotes for prices of Gas for the affected Day of a similar guality and quantity in the georgraphical location closest in proximity to the Dalvey Point and averaging the four quotes. If either party faits to provide two quotes then the average of the other party stwo-guotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Distription Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of trading or the fallowing verts: (a) the failure of trading to commence or the permanent discontinuation or material suspension of frading on the exchange area tagen to the following acceleration with the taget to an index with respect to an index specified to a lange of the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange area to a proving on the temporary or permanent discontinuation or material suspension of trading on the exchange area to a price to the failure of trading to the relation of permanent discontinuation or material suspension of trading on the exchange area to a price to the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange area to a price to a sing as the index (c) the temporary or permanent discontinvalion of an exch or permanent discontinuarice or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall be increased by one and if the

a na mani na na amananana manangan ana manangan na mananga di Calamanana di na manananana ina sa ana ana ana an

#### SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of The respective parties hereto; and the coverants, conditions to the densition the social statistical statistical terms of the coverants, conditions of the densities and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from fability hareunder), which consent will not be unreasonably withheld or delayed, provided, either party may (b) transfer, sell, pledge, enclusion, or (in transfer its interest to any parent or Affiliate by assignment, merger or otherwise. Without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally terms the prior approval of the other party. liable for and shall not be relieved of or discharged from any obligations hereunder.

15,2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract

15.3 No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4 This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, retaining to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

The Interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6 This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authonly having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof. ÷.

15.7. There is no third party beneficiary to this Contract.

Each party to this Contract represents and warrants that It has full and complete authority to enter into and perform this 15.8. Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby. 

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15-10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, heilther party 15-10 Unless the parties have elected on the Base Contract not to make this Section 16-10 applicable to this Contract, heilher party shall disclose directly or indirectly willout the prior within consert of the other party ling terms of any transaction to a third party (other than the employees) lenders, royalty owners, counsel; accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comptly with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary to the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comptly with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (iv) to the extent increasing to any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to ther than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to there in connection with this confidentially obligation. The terms of any transaction hereunder shall be kept confidential by the parties shall be entitled to all remedies avaitable at law or in equity to enforce, or seek relief in connection with this confidential by able allow of the terms of any transaction of the parties hereto for one year from the existence of the terms of one force, or seek relief in connection with this confidentially obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the existence of the terms of other than as permitted by the parties hereto for one year from the existence of the terms of expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

Copyright @ 2006 North American Energy Standards Board, Inc. All Rights Reserved. Page 11 of 14 NAESB Standard 6.3,1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 21 of 99

į

47.4.4.

ŀ

÷

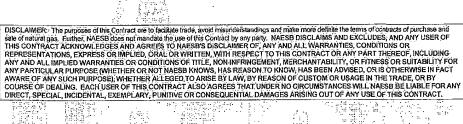
i

and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party. 15,11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or In a

and a provide a second s

Transaction Confirmation executed in writing by both parties 15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied,

13.12. Any original executed base contract, transaction communication of other related occument may be ugually copied, photocopied, or stored on computer tapes and disks (tile "imaged Agreement,"). The imaged Agreement, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, of the Imaged Agreement on the basis that such were not originated or maintained in documentary form.



	1 - 12 er 4		1. S. A.	1.1	a second and the	Second Second
· 김 승규는 영화 영화 영화 · · · · · · · · · · · · · · ·	for the second			÷ .		5, 58.4
计算机算法 网络马拉拉	2 C	f interiore				
人名德特拉克 网络马马科拉	6.11	14 juli 24 juli	5 M - 2	1.0		
- シアですすが、 特徴支援	1.2.1	and the second	1.	25 Q.S.	i na sa si si	
- 그리지 않는 것 이 영화적용 전		1111111111111111111	1.11			
一 动脉的 化二乙酸 化二乙酸 化二乙酸	6. Jul 1	CONTRACT.		1.1.1	in program (A	1 H <u>1</u> 1 H 1
그는 말 다 나는 것을 가지 않는 것을 하는 것을 수가 있다. 이렇게 하는 것을 하는 것을 하는 것을 수가 있는	1 a 14 d	新聞の実施す	18 m	4.1		
- A part - 3,232,339	1		121 A			
a server a server a	14 N. A	1342	- M (	442 A		e a la frencia.
이 이 승규님은 이 아이는 것이 같아요~	in the second second second second second second second second second second second second second second second	tha this and		11 P. 2		
이 방법이 있는 것 같은 것 같아.		466 St. 9		1. A		
	- <u>199</u>	N 1 1 1 1		2.44		(1. 1. h.
					i de la serve e	1
그는 물건을 가지 않는 것을 위해 좋다.	2 C		- 14 - L		100 C	I N
	34 A. A.		2 - <u>5</u>	· · ·	二 封田 山 解放する	
二百人 建碱铁 计记录数据数据 计		승규는 물건 가격	• • ''		- 김희 공기 가지?	
医血清病 化化电子管理机 网络		2 1 <del>2</del> 2 4	1. 1. A	Υ		
a shun ya kipi ya ji		and the second second				
- 1993年1月1日(Alagaria)	16 ° ° ° ° °	ter interna sur				1
				6 Car	and and the shall be	4 T
			· · · · · · · · · · · · · · · · · · ·		in distance data	
				1	i den privategi e	5
	. :			•		
		14 A		1		1.99
	2 - 1 - 2	ender ab Djel				State (Brite)
一 机合物 医马尔氏病 网络马尔	1 - C - C - C - C - C - C - C - C - C -	an she da a		1.		1. 1. I.
- 自己法律 法法律法律法		神经 机关闭机	1	ř		gin name
	i. 1	ليترب والمتحقق المراج	2.1		the fact that the second	
一方 人名法格 化分子放大器		1	· · ·	4. 74		2010 DT 54
	: . **	동일은 김 영화		1		1
	1. 4. 4			344.2		Letter maile
	1.1.1.1	(11 1 1 1 )				
		123557	1	MAL		in the set
	1	1983 - A. I.		0.00	1. C. S. S. C. S.	
a da ser a de ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a ser a s	· · · ·	i de la competencia de la competencia de la competencia de la competencia de la competencia de la competencia d	- 7			
		2477 £ 11 4	÷.	37.1		line of the
	· •	1327121	- 4 A		2 1 1 1 1 1 A	
	2 1	독 왕 옷 힘들고	:	4		
이 같은 눈물을 가지 않는 것을 하는 것을 하는 것을 하는 것을 가지 않는 것을 수 있다.	20 e	t-i	i.	1.4.5		医静脉瘤 愛
	:	Margan et la el		1.4.1		
나는 김정감이 가 있었네. 같이 것	· · i	in in the set	- 16 - C	1.11	- 284 武英子	Enter the second
이 가슴이 잘 물물로 가지?			:		, that if a	2 · · · · ·
· · · · · · · · · · · · · · · · · · ·						sens te 🕴
		0.16.32	1	Sec. 14		19 M
			· .	1.1.1.1		÷. • .
		1.45 A				
			5	. '		
	2	the state of a			and the second s	· .
	• • •		· · · ·		5 A 4	~

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 12 of 14 NAESB Standard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 22 of 99

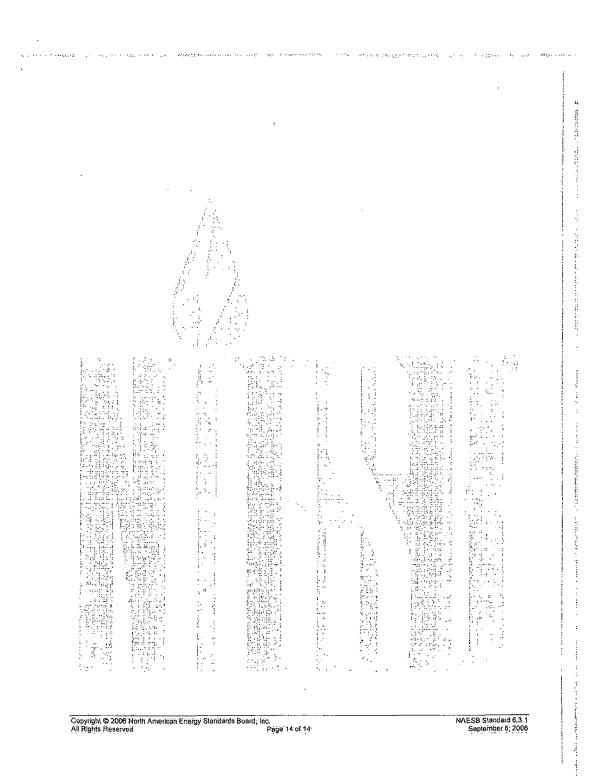
		TRANSACT	ION CONFIRM DIATE DELIVER	ATION. RY		EXHI	3IT A
Letterhead/	Logo			Date: Transactio	n Confirmation #	(	Ţ
This Transaction Confirmation terms of this Transaction Con- specified in the Base Contrac	firmation are bind	Base Contract	between Selle auted in writing	r and Buyer d within 2 Busi	ated ress Days of receip	t unless otherwise	
SELLER:			BUYER:				1
		·					
/)(d),	산 사람이 날	·	Attn:			<u> </u>	
Fax			Phone: Fex:		<u> </u>	<u> </u>	
Base Contract No.			Base Contr Transporter		···,		
Transporter Contract Number		<u></u>		Contract Nu	mber:		
	Blu or						
Delivery Period: Begin:			End	<del></del>		tra alla tana a	-
Contraction in the second		414-00-00-00-00-00-00-00-00-00-00-00-00-00					4
Performance Obligation and	I Contract Quan	tity: (Select O	ne)		Interrupti		
Firm (Fixed Quantity):			able Quantity)		the second second second second second second second second second second second second second second second s	ble:	ł
MMBlus/day		M	MBtus/day Mini MBtus/day Max	mum imum	Up to	MMBtus/day	
	r ji		Section 4.2. at e				
		Buyer or	LI Seller		ANN 12		_
Delivery Point(s):							
(If a pooling point is used, list	a specific geogra	phic and pipelli	ie location):				-
Special Conditions;	· • ·		· · · ·	·. ^:			l
್ರಿ ಸಿಂಗ್ರೆ ಆ <sup>44</sup> ್ ವಿಧಾಗಿಂಗೊಂದು ಸ				Ĩ.			
	4			5. 5.			ļ
Seller:			Rubler				
Sollor			Buyer:				
	<u> </u>		By:				
By <u>By</u>			Title:	1.1.1.4	<u>1919-111</u> 2*4-2		
By:			1 6 8		i an dia i i	<u> </u>	-
By Tille:	· · · · · · · · · · · · · · · · · · ·		Date:				
By:				5.000 5.000 5.000 5.000 5.000 5.000			لي

Copyright © 2008 North American Energy Standards Board, Inc. All Rights Reserved. Page 13 of 14-

. • •

NAESB Standard 6.3.1 September 5, 2008

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 23 of 99



The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 24 of 99

:

### SPECIAL PROVISIONS

the transferration of the transferration of the second second

ومستحدة فتقصب سفيا كالعصب المرازيان الالانتيان

GDF-SUEZ Gas NA, LLC, Delaware limited liability company ("GSGNA"), and The Narragansett Electric Company d/b/a National Grid ("Narragansett"), a Rhode Island corporation, hereby agree, effective as of December 19, 2011 ("Effective Date"), to the following special provisions ("Special Provisions"), which hereby modify and amend the North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and Purchase of Natural Gas, dated and effective between GSGNA and Narragansett as of the Effective Date ("Base Contract"). Unless specifically agreed to otherwise in a Transaction Confirmation by the parties, the Base Contract, as modified by these Special Provisions; shall apply to all transactions for the purchase and sale of Gas and LNG between the parties. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract.

- Section 2.6 is amended by replacing "Federal Banking Holidays" with "Federal Reserve Bank holidays".
- (2) Section 2.30 is deleted in its entirety and replaced with the following:

"2.30. "Specified Transaction(s)" shall mean any other transaction or agreement now existing or hereafter entered into between Party A and Party B, including, but not limited to any commodity or financial derivative agreement or transaction, and any other transaction or agreement (between the parties or the parties) 'Affiliates) identified as a Specified Transaction under the Base Contract; *provided, however*, that "Specified Transaction(s)" shall not include any agreement entered into between Party A and Party B prior to the Effective Date."

(3) The definition of "Termination Option" contained in Section 2.34 is deleted in its entirety and replaced with the following:

"2.34. "Termination Option" shall mean the option of either party to terminate a transaction under this Base Contract in the event that the other party fails to perform a Firm Obligation to deliver Gas, in the case of Seller, or to receive Gas, in the case of Buyer, (where Seller and Buyer are defined in each Transaction Confirmation), as specified in Section 3.4 herein."

(4) The following is added as a new Section 2.36:

"2.36. "Costs" shall mean: (a) losses, costs and expenses associated with transmission or transportation related to any Terminated Transaction that are incurred by the Non-Defaulting Party and which cannot be avoided through the Non-Defaulting Party's reasonable efforts; (b) brokerage fees, commissions and other similar losses, costs and expenses reasonably incurred by the Non-Defaulting Party by liquidating any Terminated Transaction or by entering into new arrangements to replace any Terminated Transaction; and (c) losses, costs and expenses, including but not limited to any reasonable external

Page 1 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 25 of 99

	counsel's fees and court costs, if any, incurred by the Non-Defaulting Party in connection with enforcing its rights in respect of any Terminated Transaction."	
(5)	The following is added as a new Section 2.37:	
	"2:37. "Liquefied Natural Gas." or "LNG" shall mean liquefied Gas."	
(6)	The following is added as a new Section 2.38:	
	"2.38: "Credit Rating" means, with respect to any party as the ease may be or entity, on any date of determination (1) the ratings assigned by Moody's and/or S&P with respect to such party's or entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements), or (2) is such entity does not have a rating for its unsecured, senior long-term debt, then the rating assigned to such entity by Moody's and/or S&P as its corporate credit rating or issuer rating. In the event of in inconsistency in ratings by the two rating agencies (a "split rating"), the lowest rating assigned shall control."	
(7)	The following is added as a new Section 2.39:	
	2.39. "Moody's shall mean Moody's Investors Service, Inc. or its successor."	
(8)	The following is added as a new Section 2,40:	
	"2.40. "S&P" shall mean the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor."	
(9)	Section 3.4 is deleted in its entirety and replaced with the following:	
	"Section 3.4. In addition to all other remedies available hereunder, if Seller or Buyer (as defined under each Transaction Confirmation) breaches a Firm obligation to deliver or receive Gas for a period of (i) three (3) consecutive Days or (ii) five (5) or more cumulative Days in any thirty (30) day period, under any Transaction Confirmation, and such failure is not excused due to an event of Force Majeure or by the other party's failure to perform, then an Event of Default shall have occurred."	
(10)	The following is added as a new Section 7.8:	
	"Section 7.8. If requested by a party, the other party shall deliver within one hundred eighty (180) days following the end of each fiscal year, a copy of its (or its Guarantor's, if applicable) certified financial statements or its (or its Guarantor's, if applicable) annual report containing such party's audited consolidated financial statements for such fiscal year. The statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles, provided, however, that should any such	

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 26 of 99

statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default pursuant to Section 10.2(vi) so long as the party diligentity pursues the preparation, certification and delivery of the statements; and provided further that: (i) if such party is required to make its audited financial statements available to the public, then the requesting party shall use public sources to obtain such information, and (ii) with respect to GSGNA, which does not prepare and report financial statements, the requesting party agrees that it will accept for review in lieu thereof, the financial statements of GDF SUEZ Energy North America, Inc., GSGNA's parent company."

المستريفية فلمحمد الجراب والمستعد مستعدة فستنفز التربي والمالي والمستعد المستعد المستعد المراويون وروال المحاف ا

(11) 10.1 Section 10.1 is deleted in its entirety and replaced with the following:

A Sector Succession for the sector

- If a Party (a "Reviewing Party") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Debtor Party") (including, without limitation, the occurrence of a material change in the creditworthiness of Debtor Party or Debtor Party's Guarantor, if applicable), the Reviewing Party may demand from the Debtor Party (through written notice) Adequate Assurance of Performance. For purposes of this section, "Adequate Assurance of Performance" shall mean sufficient security in a form, amount (not to exceed the amount that would be computed under section 10.3.1 in the event that the date of demand for Adequate Assurance of Performance was designated as an Early Termination Date exclusive of any Costs), for a term and from an issuer, all as reasonably acceptable to Reviewing Party, including but not limited to (i) cash; (ii) a cash prepayment; (iii) a standby irrevocable letter of credit issued by a United States commercial bank with at least. ten (10) billion dollars in assets, and a Credit Rating of at least A2 by Moody's and A by S&P; or (iv) any financial security in a form satisfactory to the Requesting Party. The Debtor Party hereby grants to the Reviewing Party a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of performance in the form of cash transferred by Debtor Party to Reviewing party pursuant to this Section 10.1. Upon the return by Reviewing Party to Debtor Party of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either pairy
- (12) Section 10.2 is amended by deleting the word "or" immediately before "(ix); and adding the following language immediately after the words "Additional Event of Default contained in Section 10.2(ix)":

"or, (x) fail to deliver or receive Gas under a Firm obligation as provided in. Section 3.4 above."

(13) Section 10.2 is amended by adding the following as a new sentence after the word "hereunder." at the end of the paragraph:

Page 3 of 6

and all hours correction in the

÷.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 27 of 99

	"Any such election by the Non-Defaulting Party to withhold and/or suspend deliveries or payments as a consequence of an Event of Default (including any such actions taken by the Non-Defaulting Party pursuant to Section 3.4), shall not relieve the Defaulting Party of any obligations with respect to any Transaction Confirmation under this Base Contract."	
(14)	Section 10.3.1 (Early Termination Damages Apply) is amended by adding the following as a new sentence after "Transactions)," at the end of the first paragraph:	
	"In addition, the Non-Defaulting Party may adjust the amount owed to account for any Costs incurred by the Non-Defaulting Party as a result of the termination, acceleration and liquidation of any Terminated Transaction."	
(15)	Section 10.3.2 "Triangular Setoff Option" shall be amended by deleting the following after the words "Defaulting Party" and before the word "to" in the 12 <sup>th</sup> line of Section 10.3.2(v):	
	"or its Affiliates".	
(16)	Section 11.3 is amended by adding the following after the word "excuse" in subsection 11.3(ii) in the third (3rd) line:	
	"failed to use reasonable efforts to overcome the condition or".	
(17)	Section 15.1(ii) is amended by inserting the following between the word "party" and the period at the end of the sentence:	
	"; provided; however, such assignee has provided such guarantees, letters of credit or other assurances of its ability to perform as the non-assigning party may, in its sole opinion, require":	
(18)	The following is added as a new Section 15.13:	
	"15:13 ANY PARTY BRINGING A LEGAL ACTION OR PROCEEDING AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION SHALL BRING THE LEGAL ACTION OR PROCEEDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) ANY OBJECTION WHICH IT MAY NOW HAVE OR LATER HAVE TO THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION	
	Page:4 of 6	

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 28 of 99

CONFIRMATION BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY, AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS BASE CONTRACT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ITS APPELLATE COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFREMATION."

er angen en 1993 en personale en en en en en en en en en en en anderen er an en anderen en anderen en en en en

- (19) The following is added as a new Section 15.14:
  - "15:14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, FORT OR ANY OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS BASE CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY, BY AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION."

(20) The following language is added as a new Section 15.15:

"15.15. With regard to references to Imbalance Charges in Sections 2.19, 2.22, 3.2, 4.3, 11.1 and 11.3, it is understood and agreed that upon receiving Notice of Force Majeure, the party not claiming Force Majeure shall adjust nominations with its Transporter(s) to account for any change in quantities to be delivered or received. Such nomination change shall be made immediately, if feasible, or as soon as practicable but not later than the next intraday nomination cycle following receipt of such Notice of Force Majeure."

[This section intentionally left blank]

Page 5 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 29 of 99

A .. .....

مريبينا ورزيا فاستهوره في المعام

IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

. .

GDF SUEZ Gas NA LLC

By: N.

Name: Joseph P. Murphy Title Vice President, Sales & Marketing Eastern Region

THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID MC Var By: Name: Unudin John V. Title: WHIDFITER 1 Autom

Page 6 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 30 of 99

I

### GDF SUEZ GAS NA LLC

### Liquefied Natural Gas Annex to the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas

### Section 1. Applicability

This Liquefied Natural Gas Annex ("LNG Annex") only applies to the sales of Liquefied Natural Gas by Seller on a firm or interruptible basis pursuant to the 2006 North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas dated as of December 19, 2011 ("Base Contract"), between GDF SUEZ Gas NA LLC as Seller and The Narragansett Electric Company d/b/a National Grid Buyer. This LNG Annex incorporates by reference the terms of the Base Contract, as amended by any Special Provisions agreed by the parties. This LNG Annex shall not apply to deliveries of Gas as the term is defined in the Base Contract.

### Section 2. Definitions

The following terms shall have the meaning ascribed to them below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Base Contract.

- 2.1. "Gross Heating Value" means, when applied to vaporized LNG, the number of Btus produced by combustion of one (1) cubic foot of water-free vaporized LNG, measured at 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to 60° Fahrenheit at a pressure of 14.73 pounds per square inch absolute and water formed by combustion is condensed to a liquid state.
- 2.2. "Liquefied Natural Gas" or "LNG" means Gas at or below its boiling point at or near atmospheric pressure.
- 2.3. "LNG Annex" has the meaning set forth in Section 1 hereof.
- 2.4. "LNG Trucks" has the meaning specified in Section 4.2.ii.
- 2.5. "Standard Cubic Foot" or "SCF" means a volume of Gas that occupies one (1) cubic foot of volume at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 pounds per square inch.
- 2.6. "Terminal" means any currently existing or future facilities, located either offshore or onshore, and any and all port, marine or other facilities ancillary thereto (including the pilot boarding station and any navigation buoys), that are capable of, or when completed will be capable of, being used for the berthing,

209

÷

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 31 of 99

i

t

-----

-

÷

÷

		and the receiving, storing, regasifying, or					
n 3.	Quality						
Heatin	delivered by Seller shall, upon delivery at the Terminal, have a Gross ing Value, Wobbe Index, and composition when vaporized conforming to the wing specifications prior to odorization:						
i.	a Gross Heating Value of between 967 Btu/SCF and 1,110 Btu/SCF;						
ii.	a Wobbe Index range of between 1,314 and 1,400;						
iii.		stituent elements the percentage of which may vary within the owing limits (in molecular percentage):					
	oxygen $(O_2)$ carbon dioxide $(CO_2)$ ethane and heavier hydrocarbons (C	not bet 2+) not	to exceed 2.75 to exceed 0.2 ween 0 and 2.00 to exceed 12.00 to exceed 1.50				
iv.	An amount of $H_2S$ not to exceed 0.5 grains per hundred cubic feet; and						
v.	An amount of total sulfur not to exc	ced 10 grains per hu	indred cubic feet.				
accore Algon	lance with those Gas quality and inte quin Gas Transmission, LLC pursuar	changeability standa t to an Order on Co	ards adopted by ntested Settlement				
Deter	nination of Gross Heating Value of I	iquid LNG					
an ch	y Buyer. The composition of each sa romatographic analysis, and the Btus	mple shall be detern per pound of LNG i	nined by Seller by				
	Molecular Weight (Lb/Lbmol)	Gross Heating Val	ue (Btu/pound)				
e	16.042 30.068 44.094 58.120 58.120 28.016	23885.11 22323.40 21663.58 21237.06 21298.97 0.00					
	transp n 3. LNG Heatin follow i. ii. iii. iii. iii. v. v. The quaccore Algon issued Detern i. Se an ch sh	<ul> <li>transporting of LNG.</li> <li>n 3. Quality</li> <li>LNG delivered by Seller shall, upon deliver Heating Value, Wobbe Index, and composition following specifications prior to odorization i. a Gross Heating Value of between 9</li> <li>ii. a Gross Heating Value of between 1, 5</li> <li>iii. constituent elements the percentage following limits (in molecular percection dioxide (CO<sub>2</sub>) ethane and heavier hydrocarbons (Counter by the control dioxide (CO<sub>2</sub>) ethane and heavier hydrocarbons (Counter by the control dioxide (CO<sub>2</sub>) ethane and heavier hydrocarbons (Counter by the control dioxide (CO<sub>2</sub>) ethane and heavier hydrocarbons (Counter by the control dioxide (CO<sub>2</sub>) ethane and heavier hydrocarbons (Counter by the Counter by the control dioxide (CO<sub>2</sub>).</li> <li>iv. An amount of H<sub>2</sub>S not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed the control dioxide (CO<sub>2</sub>) ethane and heavier hydrocarbons (Counter by the Counter by the Counter by the control dioxide (CO<sub>2</sub>).</li> <li>iv. An amount of H<sub>2</sub>S not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not to exceed 0.5</li> <li>v. An amount of total sulfur not t</li></ul>	<ul> <li>n 3. Quality</li> <li>LNG delivered by Seller shall, upon delivery at the Terminal, h Heating Value, Wobbe Index, and composition when vaporized following specifications prior to odorization: <ol> <li>a Gross Heating Value of between 967 Btu/SCF and 1,1</li> <li>a Wobbe Index range of between 1,314 and 1,400;</li> <li>constituent elements the percentage of which may vary following limits (in molecular percentage):</li> <li>combined nitrogen (N<sub>2</sub>) and oxygen (O<sub>2</sub>) not oxygen (O<sub>2</sub>) not carbon dioxide (CO<sub>2</sub>)</li> <li>ethane and heavier hydrocarbons (C2+) not butanes and heavier hydrocarbons (C4+) not</li> </ol> </li> <li>iv. An amount of H<sub>2</sub>S not to exceed 0.5 grains per hundred v. An amount of total sulfur not to exceed 10 grains per hu</li> <li>The quality of the Gas to be derived from LNG delivered to Bu accordance with those Gas quality and interchangeability stand. Algonquin Gas Transmission, LLC pursuant to an Order on Co issued by the Commission on February 19, 2009, in Docket No</li> <li>Determination of Gross Heating Value of Liquid LNG</li> <li>Seller shall obtain at least one sample of LNG each Day del any Buyer. The composition of each sample shall be determ chromatographic analysis, and the Bus per pound of LNG is shall be calculated by reference to the table below:</li> <li>Molecular Weight (Lb/Lbmol) Gross Heating Value 44.094 2163.58 58.120 21237.06</li> <li>e 58.120 21237.06</li> </ul>				

.

,

ì

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 32 of 99

- ii. The Btus per pound of LNG shall be determined each Day LNG is delivered to any Buyer or for any Buyer's account and shall be the weighted average of all samples taken that Day from LNG flowing from each tank at the Terminal. If any sample or the results thereof are determined to be unsatisfactory in the reasonable judgment of Seller, the results of that sample will not be used in the calculation of the average Btus per pound of LNG for such Day. Should such sample be the only sample taken that Day, or if samples should not be taken for any reason, then the average Btus per pound for that Day shall be the most recent Day's Gross Heating Value reasonably satisfactory to Seller.
- 3.4. Measurement of Quantity of LNG
  - Equipment. Where LNG is delivered at the Terminal to LNG Trucks, Seller shall maintain and operate at its Terminal truck scales for weighing such LNG Trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.
  - ii. Delivery to LNG Trucks. Where LNG is delivered at the Terminal to LNG Trucks, the LNG Trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered. The most recent Btu/SCF equivalent of LNG delivered to LNG Trucks shall be shown on each bill of lading.
  - iii. Calculation of Quantity Delivered. The total Btus delivered each Day shall be calculated by multiplying the average Btus per pound of LNG determined for each delivery Day by the weight of LNG delivered during that Day.
- 3.5. Verification of Measurement
  - i. Buyer's Right To Verify Quality or Quantity. Buyer shall have the right, at its own expense, to verify in any reasonable manner with its own equipment or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Section 3.3 or Section 3.4 of this LNG Annex, and Seller shall cooperate fully with Buyer in any exercise of this right.
  - ii. Access to Equipment and Records. Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repair, inspection, testing, calibration, or adjustment done in connection with the other's measurement of deliveries of LNG hercunder.
- 3.6. Correction of Errors of Meters

The quantity of LNG delivered hereunder during periods when the measuring equipment is out of service or registering inaccurately shall be estimated as follows:

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 33 of 99

- i. If, upon testing, any equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly;
- ii. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for the period since the last test in which such error is known to have existed or which may be agreed upon by the parties. If the period of such cror is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of last test, not to exceed a correction period of sixteen (16) days.
- iii. If no tests have been performed to determine the degree of inaccuracy, or if the measuring equipment is out of service, the quantity of LNG delivered shall be estimated as follows:
  - A. by using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof,
  - B. by correcting the error, if the quantity or percentage of such error is ascertainable by calibration, test, or mathematical calculation; or if the procedures in neither the preceding subparagraph A. nor this subparagraph B. is available,
  - C. by relating the quantity of LNG delivered hereunder during periods when the measuring equipment was out of service or registering inaccurately to LNG deliveries that occurred during periods under similar conditions when the measuring equipment was deemed to have been in service and registering accurately.

### 3.7. Test of Meters

The accuracy of any measuring equipment for LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any fourteen (14) Day period. Recording calorimeters shall be verified by the installing party not less than once per Day at

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 34 of 99

approximately the same hour each Day while in use, and if requested, in the presence of representatives of the other party.

3.8. Preservation of Records

Each party shall preserve all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 3 for a period of at least two (2) years from the Month to which such data, charts, and other similar records relate.

3.9. Odorization of LNG

LNG delivered as liquid hereunder shall be free of odorant compounds, and Buyer shall indemnify and hold Seller harmless from all claims and damages, including suits, actions, damages, costs, losses and expenses, arising by reason of any failure of Buyer to odorize such LNG after its receipt at the point of delivery.

### Section 4. Notices and Nominations

- 4.1. Each party shall provide the following notices and communications by telephone, electronic mail or facsimile to the other party at the address agreed upon, and such other party shall confirm such notices and communications to the sending party in writing or by telephone at the address agreed upon within twenty-four (24) hours following its receipt of the telephone, electronic mail or facsimile communication:
  - i. Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.
  - ii. Requests for delivery of LNG to LNG Trucks.
  - iii. Notices of an emergency nature.
- 4.2. Subject to Seller's receipt of forty-eight (48) hour's advance notice from Buyer, Seller shall deliver liquid LNG to Buyer under the following conditions:
  - i. LNG trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following specifications:
    - A. a minimum capacity of six thousand (6,000) gallons;
    - B. a maximum pressure at time of loading of fifteen (15) psig;
    - C. pre-cooled to at least negative two hundred forty degrees (- 240°) Fahrenheit;
    - D. the previous cargo contained in such truck or trailer shall have been LNG, or documentation shall be provided certifying that inert purge followed by pre-cooling with LNG has been carried out; and

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 35 of 99

- E. safe operating conditions, including compliance with the requirements of all applicable federal, state and local laws and regulations.
- ii. Any truck or trailer complying with the conditions of Section 4.2.i shall be a "LNG Truck."
- iii. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool-down, which LNG will be sold to Buyer at the price provided in the Transaction Confirmation.
- iv. Seller shall use commercially reasonable efforts to deliver LNG on less than forty-eight (48) hours' notice upon the request of Buyer.

### Section 5. Amendments to Base Contract

- 5.1. The following Sections of the Base Contract are amended by inserting "or LNG" after each occurrence of the word Gas: 1.1;1.2; 2.3; 2.10; 2.11; 2.12; 2.27; 2.30; 2.34; 3.2; 4.1; 6; 7.6; 8.1; 8.2; 8.3; 8.5; 11.3; 11.5; 14 and 15.6.
- 5.2. Section 2.14 of the Base Contract is amended by inserting the following immediately after the word "transaction":

"provided that, for purposes of delivery of LNG, a "Day" mean a period of 24 consecutive hours, commencing at 9:00 a.m. in the central time zone."

5.3 Section 5 of the Base Contract is amended by adding the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, LNG delivered by Seller shall comply with the specifications specified in the LNG Annex."

- 5.4 Section 7.1 of the Base Contract is amended as follows:
  - i. insert "or LNG" between "Gas" and "delivered"; and
  - ii. after the words "Scheduled Gas" add the words, "or, in the case of LNG deliveries, the quantity of LNG delivered, determined in accordance with the LNG Annex".
- 5.5 Section 10.3.1 ("Early Termination Damages Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas" in the second line of the first paragraph and the first and second lines of the second paragraph.
- 5.6 Section 10.3.1 ("Early Termination Damages Do Not Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas."

ł

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 36 of 99

5.7 Section 11.2 of the Base Contract is amended by deleting the first sentence thereof and replacing it with the following:

"The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, carthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at Seller's Terminal, or the inability of Seller to deliver LNG, Force Majeure on or of any third party providing transportation service of LNG for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of LNG supply affecting Seller's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise and which it could not with the exercise of due diligence have avoided; such term shall likewise include those instances where:

- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; and
- either party is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
- 5.8 Section 11.3 of the Base Contract is amended by deleting the following language and punctuation from the end of the Section: "; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2." and by adding a period at the end of subsection (iv) in place of the semicolon.

[The rest of this page intentionally left blank]

ł

1

1

1

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 37 of 99

IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

7

,

By: Name: Joseph P. Murphy Title: Vice President, Sa

Vice President, Sales & Marketing, Eastern Region

THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIQNAL GRID

CRC By:\_\_\_\_\_ Name:\_\_Jd V. Vaught Title: ANIZO nativy

ł

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 38 of 99

		13 3246 Toooo 3 ORIGINA
		😂 ORIGINA
Base Contract for		
This Base Contract is entered		
	his Base Contract are th	
PARTY A GDF SUEZ GAS NA LLC	PARTY NAME	PARTY B COLONIAL, GÁS COMPÁNY D/B/A NÁTIONÁL
		GRID
20 City Square, Suite, 3 Charlestown, MA 02129	ADDRESS	c/o:Nationa) Grid 40 Sylvan Road, E3/606 Waliham, MA 02451
www.gdfsuez.com	BUSINESS WEBSITE	www.nationalgrid.com
NSB040	CONTRACT NUMBER	
19-671-4414	D-U-N-S® NUMBER	006954903
US FEDERAL 04-3009638	TAX ID NUMBERS	US FEDERAL: 04-3480443.
Delaware	JURISDICTION OF ORGANIZATION	Commonwealth of Massachusetts
D Corporation		Gorporation D LLC
D Limked Partnership	COMPANY TYPE	D Limited Partnership D Partnership
<u>n' LLP: n' Olher: (- ) (- ) (- ) (- ) (- ) (- ) (- ) (- </u>	GUARANTOR <sup>1</sup>	ri tip i Other
	(IF APPLICABLE)	
20 City Square, Suite 3, Charlestown, MA C2129		C/o National Grid, 40 Sylvan Road, Waitham. MA 02451
ATTN Vice President Sales & Marketing	COMMERCIAL	ATTN: Director, Customer Cholce/ Gas Resource Mgt
TEL#: (617) 886-8700 FAX#: (617) 886-8844		TEL#: (781) 907-1639 FAX#: (781) 907-1647
EMAIL: Joseph.murphy@cdfsuezna.com 1990 Post Cek Bouleverd, Houston, TX-77056		EMAIL: elizabeth.arangic@us.ngrid c/o National Grid, 40 Sylvan Road, Waltham, MA- 02451
ATTN: Manager, Gas Supply Operations	• SCHEDULING	ATTN: Director, Customer Choice/ Gas Resource Mot
TEL#: (713) 636-1528 FAX#: (713) 636-1247		TEL# (781) 907-1639 FAX#: (781) 907-1647
EMAIL: joe deschamps@getsuezna.com 20 Cilly Square, Suite 3, Charlestown, MA-02129		EMAIL: elizabeth arangio@us.ngild Co National Grid, 100 East Old Country Rd, Hicksville, NY, 1180
ATTN: Contract Administration	CONTRACT AND	ATTN: Director, Gas Contracting & Compliance
TEL#: (617) 886-8700 FAX#: (617) 886-8844		TEL# (516) 545-3108 FAX# (515) 545 5499 FMAIL: join alloca@us.harid
EMAIL: saundra guadagno@od/suezna.com		c/o National Odd 100 Fast Old Country Rd Hicksville: NY 11801.
ATTN: Director, Credit	- CREDIT	ATTN: Credit Department
TEL#: (713) 636-1788 FAX#: (713) 636-1695		TEL# ( <u>516) 545 3122</u> FAX# ( <u>516) 545 5459</u> EMAIL: <u>ebonj.troupe@us.nd:ld</u>
EMAIL: jane withite@gdfsuezna.com 20 City Square, Sulle 3, Charlestown, MA-02129		go National Grid, 100 Bast Old Country Rd, Hicksville, NY 1180
ATTN: Contract Administration	TRANSACTION	ATTN: Director Gas Contracting & Compliance
TEL#: (617) 886 8700 FAX#: (617) 586-8844 EMAIL: saundra guadagno@gofsuezna.com	CONFIRMATIONS	TEL# (516) 545-3108 FAX# (516) 545-5469 EMAIL: john.alloca@us.ngrid
	COUNTING INFORMAT	and the second s
1990 Post Oak Boulevard, Suile 1900, Houston, TX, 77056		c/o National Grid: 100 East Old Country Rd. Hicksville, NY 11801
ATTN: Revenue Analyst	NVOICES PAYMENTS	ATTN Back Office
TEL# (713) 636-1422 FAX# (713) 636-1613 EMAIL: blanca rics@gdfsuezna.com	SETTLEMENTS	TEL# (516) 545-6032 FAX# (516) 545-5469
BANK UP Morgan Chage Bank	WIRE TRANSFER	BANK:
ABA: 021000021 ACCT: 00113321179	NUMBERS (IF APPLICABLE)	ABA
ATTN	1.0	ATTN:
ADDRESS	CHECKS (IF APPLICABLE)	ADDRESS:
BANK		BANK:
ABA: ACCT:	ACH NUMBERS (IF.APPLICABLE)	ABA: ACCT:

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 1 of 14

-----

...

.....

.

÷

.

NAESB Standard 6.3.1 September 5, 2006



The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 39 of 99

		•	ase of Natural Gas
		Continued)	
published by the	e North American Energy Standards Board. The p dilions. In the event the parties fail to check a box	arties hereby agr	nd Conditions for Sale and Purchase of Natural Gas- ee to the following provisions offered in said General ault provision shall apply. <u>Select the appropriate box(es)</u>
Section 1.2; Transaction Procedure	E Oral (defauil) OR Written	Section 10.2 Additional Events of	D Indebledness Cross Default
Section 2.7 Confirm, Deadline	2.Business Days after receipt (default) OR UBusiness Days after receipt	Default	<ul> <li>☑ Party Ř</li> <li>☑ Party B:</li> <li>☑ Party B:</li> <li>☑ Transactional Cross Default</li> </ul>
Section 2.8 Confirming Party	Seller (default)           G           Seller (default)           Ti           Buyer		Specified Transactions;
Section 3:2 Performance Obligation	D Cover Siandard (default) OR Spot Price Standard	Section 10.3, Early Termination	1 🛛 Early Termination Damages Apply (default) OR:
545-CZ	Hiddess and Andrews	Damages	T Early Termination Damages Do Not Apply
Note: The following	g Spot Price Publication applies to both of the ding	Section 10.3.	2 A Other Agreement Setoffs Apply (default)
Section 2.31 Spol Price Publication	Gas Daily Midpofili (default) OR	Other Agreement Setoffs	Bilateral (default)     D     Triangular OR
	Buyer Pays At and After Delivery Point (defa OR D. Seller Pays Before and At Delivery Point		Other Agreement Setoffs Do Not Apply
	o selecto de la del de la de la del 19 de la del de la del de la del de la del de la del de la del de la del de 19 de la del de la del de la del de la del de la del de la del de la del de la del de la del de la del de la de 19 de la del de la del de la del de la del de la del de la del de la del de la del de la del de la del de la de		
Section 7.2 Payment Date	25 <sup>th</sup> Day of Month following Month of delivery           (defauit)           OR	Y Section 16.5 Choice Of Lav	State of New York
Section 7.2 Method of Payment	B Wire transfer (default) □ Automated Clearinghouse Credit (ACH)	Section 15.10 Confidentiality	OR Confidentiality does not apply
Section 7.7 Netling	R Netting apples (Gefault) OR OR Netting does not apply		
Addendum(s): L	ns. Number of sheets attached: 6 pages. guafied Natural Gas Annex - 8 pages.	-	
IN WITNESS V	VHEREOF, the parties hereto have executed the		
GDF. SUEZ Ga	14/11/	PARTY NAME SIGNATURE	Colonial Gas Company (J/h/a National Grid.)
By: Yaa	P. Murphy JCW	PRINTED NAME	By: JAL V Van

.....

·• ·

218

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 40 of 99

- Arren and Arrented

. .

## General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

and the second second

### SECTION 1. PURPOSE AND PROCEDURES

1.1, These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

• • • • • • • • • • • • • • • •

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely, thereon. Any such transaction shall be considered a "writing" and to have been "signed". Noiwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party any, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within the Business Days of a transaction overed by this Section 1.2 (Oral Transaction procedure) provided that the failure to send a Transaction Confirmation shall have been a transaction of the parties. Confirming Party adopts its confirming Party. If the Transaction Confirmation as the identification and authentication of confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditional representations and warranties), such provisions shall not invalidate any transaction agreed to by the parties.

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreement electronic means, to the other party by the close of the Business Day, following the date of agreement will not be binding, until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 13.

1.3. If a sending party's transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2; such receiving party shall notify the sending party via faccinitie, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party shall notify the sending party via faccinitie, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party is has prevously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party is the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party is transaction. Confirmation. If there are any material differences between timely sent Transaction Confirmation is party is agreement to the use of any syldence that clearly receives the differences in the Transaction Confirmations. In the event of a confirmation, the use of any syldence that clearly receives the differences in the Transaction Originations. In the event of a confirmation difference, by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the base Contract, (ii) the base. Contract, and (by these General Terms and Conditions, the terms of the cocuments shall govern in the priority issed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between, their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral-Transaction-Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephone recordings entered into in accordance with the requirements of this Base Contract.

## SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein. Additional Event of Default shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 3 of 14

- - - -

NAESB Standard 6.3.1 September 5, 2006

30

. .... .

219

and a second second

The set is a service affected

÷

ŝ

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 41 of 99

> ۶, 1000

i,

..

ŝ, 2

÷

11-14-14

2.3. "Atternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Continnation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

and a subsequence of the second second second second second second second second second second second second se

2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these. General Terms and Conditions by reference, that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one;

2.5. "British thermal unit" or "Blu" shall mean the International BTU, which is also called the Blu (IT).

and the second second second second second second second second second second second second second second second

2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.

2:7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received er, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided if the Transaction Confirmation is lime stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party

2:9. 2:9, "Contract," shall mean the legally binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the partles in a transaction.

2.11 "Contract Quantity, shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a. transaction.

2:12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with-the amount of notice provided by the nonperforming party, the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved, and the anticipated length of failure by the nonperforming party.

"Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a 2.13 party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14 "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction. 2.16

2.17: "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.

2.18. EFP, shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive. Gas, will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.

2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure, provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

"Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of 2.20. methane.

2.21 Guarantor, shall mean any entity that has provided a guaranty of the obligations of a party hereunder.

"Imbatance Charges" shall mean any fees/ penalties, costs or charges (in cash or in kind) assessed by a Transporter for 2.22 failure to satisfy the Transporters balance and/or nomination requirements:

2.2.3 Indebtedness Cross Default shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively; relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surely or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.

Copy Ight © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 4 of 14

NAESB Standard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 42 of 99

200

ż

. . .

ł 'n

2.24. "Interruptible" shall mean that either partly may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability except such interrupting party may be responsible for any imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

ANALYSINA MUNICIPALITY OF THE STATE OF THE

2:25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm:

2:26, "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month. 2.26.

2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.

"Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving, 2.28. Transporter, the Transporter delivering Gas at a Delivery Point.

2:29: "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract:

.2.31. "Spot Price " as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.33. 
Transactional Cross Default shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Finn obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35. "Transporter(s)" shall mean all Cas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Cas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction. 200

1

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller egrees to sell and deliver, and Buyer egrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Seles and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction. 

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as Indicated on the Base Contract. Cover Standard: Ľ ili,

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference. If any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference; in any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference the contract Quantity and the quantity actually delivered by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s), excluding any, quantity for which no asel is available; and (iii) in the event finat Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to replaced by a subset for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as amplicable; the solit and mich the cas not replaced by the difference in the contract Quantity for Gas. The difference the definite cost of the deformed by the difference of the deformed by the resonable efforts to sell the Gas tor replaced by the diff applicable; the sole and exclusive remedy of the performing party with respect to the Cas not replaced or sold shall be an amount-equal to any unavorable difference between the Contract Price and the Spot Price; adjusted for such transportation to the applicable Delivery Point; multiplied by the quantity of such Cas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's involce, which shall set forth the basis upon which such amount was calculated!

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 5 of 14

NAESB Stendard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 43 of 99

#### Spot Price Standard:

32. The sola and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive. Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller In an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Notwithstanding Section 3.2, the parties may agree to Alternative Damages In a Transaction Confirmation executed in 3.3 writing by both parties.

3:4. In addition to Sections 3.2 and 3.3; the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

#### SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility 4.1 for transporting the Gas from the Delivery Point(s).

The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction; of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveres at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such initialance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantilies of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such imbalance Charges or reimburse Selier for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of guantities of Gas greater than or less than the Scheduled Gas; then Seller shall pay for such linbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

### SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter. 

SECTION 6. TAXES					inter i la la la la la la la la la la la la la	
The parties have selected either	"Buyer Pays	At and After D	elivery Point" or	"Seller Pays Before and At	Delivery Point" a	s

Buyer Pays At and After Delivery Po	oint	la de Hones Vie Marie Recorder es	ar tha tractor of Baar to the tractor	State State Constant
Seller shall pay or cause to be paid al		enses or charges impo	sed by any governme	nt authority ("Taxes")
on or with respect to the Gas prior to t	he Delivery Point(s). Buyer shall	pay or cause to be pair	d all Taxes on or with i	espect to the Gas a

the Delivery Point(s) and all rakes after the Delivery. Point(s). If a party is required to remit or pay Takes that are the other party's responsibility hereunder, the party responsible for such Takes shall promptly relimburse the other party for such Takes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof. Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all laxes, fees, levies, penalties, licenses or charges imposed by any government authority (Taxes) on or with respect to the Gas prior to the Delivery Point(s), and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

#### SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Setter shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual guantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 6 of 14

NAESB Standard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 44 of 99

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

دىن ۋەمەمەمەر «ۋەمە» (مەرەر بار مېيە») ئىلىيىنى (مەرە ئىلايىتىكىيىتىكە بار مەرە ي

In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the. nonperforming party for an accelerated payment setting forth the basis upon which the involced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of Involce.

7.4 If the involced party, In good faith, disputes the amount of any such invoice or any part thereof, such involced party will pay such amount as it cancedes to be correct, provided, however, if the involced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party falls to remit the full amount payable when due, interest on the unpeld portion shall accrue from the date due until the date of payment at a rate equal to the lower of (1) the then effective prime rate of interest published under "Money Rates" by The Wall. Street Journal, plus two percent per annum, or (0) the maximum applicable lawful interest rate.

7.6: A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All, involces and bitlings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed. waived unless such involces or bitings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All reloading adjustments under Section 7 shall be paid in full by the party owing payment within 30, bays of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the partles, shall not all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7.3 shall be subject to netling under this Section in the parties have executed a separate netling agreement, the terms and conditions therein shall prevail to the event in the section of the internet of the material section and conditions therein shall prevail to the section of the internet of the internet of the part and on the other party in accordance with Section 7.3 shall be subject to netling under this Section. If the parties have executed a separate netling agreement, the terms and conditions therein shall prevail to the extent inconsistent herewilh. ġ.

# SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Uness otherwise specifically agreed, tills to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s)

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 6.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE. ARE DISCLAIMED.

8.3 Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable altorneys (sees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of tille to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined ingeneral note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3), provided however, that in the event Seller took Ille to the Cas outside the Customs Territory of the United States, Seller represents and variants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary flings as well as the payment of duties, taxes and fees, if any and all applicable for ord known in the second se any, and all applicable record keeping requirements:

Notwithstanding the other provisions of this Section 8; as between Seller and Buyer, Seller will be liable for all Claims to the extent that such anse from the failure of Gas delivered by Selier to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, involces, payment instructions, and other communications made pursuant to the Base Contract ('Notices') shall be made to the addresses specified in writing by the respective parties from time to time.

All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, 9.2 a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending, party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is NAESB Standard 6.3.1 Copyright © 2006 North American Energy Standards Board; Inc. All Rights Reserved. Page 7 of 14

September 5, 2006

į

200 B 100 P 100

0.0000

1012-0020-0020

Ì

â

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 45 of 99

100,000

i i

:

not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent for such earlier time as its confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing,

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

#### SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party (X\*) has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not them due) by the other party (X\*) (including, without limitation, the occurrence of a material change in the creditivothiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance: \*Adeguate Assurance of Performance: security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X, a continuing first priority security interest in, lien on, and right of seloff against all Adeguate Assurance of Performance, the security interest in granted, thereunder on that Adequate Assurance of Performance, the security interest and lien granted thereunder on that Adequate Assurance of Performance, the security interest and lien granted thereunder on that Adequate Assurance of Performance, the security interest and lien granted thereunder on that Adequate Assurance of Performance, the security interest and lien granted thereunder on that Adequate Assurance of Performance in the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, (iii) otherwise become bankrupt or insolvent (however evidenced); (v) have an easignment or any general arrangement for the benefit of creditors (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it, (iii) otherwise become bankrupt or insolvent (however evidenced); (vi) be unable to pay its debts as they fail due; (v) have a receiver, provisional liquidator, conservator, custodian, frustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fall to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party (viii) not have paid any amount due the other party, with respect to any Additional Event of Default; then the other party (vie "Non-Defaulting:Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments. In addition to any and all other remicties available hereunder.

10.3. It an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party to designate a Day no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the 'Early Termination Date') for the liquidation and termination pursuant to Section 10.3 for all transactions under the Contract, each a 'Terminated Transaction'. On the Early Termination Date all transactions' which Excluded Transactions' which Excluded Transactions', which Excluded Transactions', which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination. Be a Termination date shall be be valued consistent with Section 10.3.1 theow. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as Indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non Defaulting Party shall determine in good faith and in a commercially reasonable manner. (f) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveres and received transactions on and before the Early Termination Date and all other applicable charges relating to such deliveres and received transactions on and before the Early Termination Date, and all other applicable charges relating to such deliveres and received to the deliveres and received to the deliveres and received to the deliveres and received to a such deliveres and received to a such deliveres and received to the deliveres that one that one to any the terminated Transaction 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below; of such Terminated Transaction (i) the Market Value, as defined below; of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value as defined below; of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate discount each amount then due under cause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the party the party that deliver on which such amount would have otherwise been due privant to the relevant Terminated Transactions).

to the relevant terminated, transactions). For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction/multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Moh.Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider; among other valuations, "any or all of the settlement prices of NYMEX Gas functions," quotations, from leading dealers in energy swap, contracts of physical gas trading markets, similar safes or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Earty Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining.Contract Values and

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 8 of 14 NAESB Standard 6.3.1 September 5, 2006 ş

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 46 of 99

ê,

State State

Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

an the second second second second second second second second second second second second second second second

Early Termination Damages Do Not Apply:

· · · · · · · · ·

10:3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially, reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The partles have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as Indicated on the Base Contract.

Other Agreement Setoffs Apply:

Bilateral Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Sector 10.3.1. The Non-Detaoling Parity shall her or aggregate, as appropriate, any and an announs owing between the parites, under Sector 10.3.1. so that all such amounts are netted or a aggregated to a single fugidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract, and (ii) any imount(s) (including any excess cash -collateral), owed or, held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement. between the parties.

Triangular Setoff Option:

Triangular Setoff Option: 10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior. Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party th connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement, between the parties; (ii) any Net Settlement Amount: owed to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party against any amount(s) (including any excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

10.3.2 The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the 'Net Settlement Amount). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount) against any margin or other collateral held by a party in connection with any Credit Support. Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff, pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good failh estimate that obligation and net, aggregate or setoff, as applicable, in respect of the setimate subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not king fue which is included in any hetting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation; Notice shall be given by the Non-Defaulting Party. It is a soon as practicable after a liquidation; Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall be given by the Non-Defaulting Party to the Non-Defaulting Party to the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim, by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount is any setoffs applied against such amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim, by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section. 10.3.2, shall be paid by the close of business on the second Business Day following such Notice; which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall acrue from the date due until the date of payment at a rate equal to the lower of (i) the blan effective prime rate of Interest published under Money Rates' by the Wall Steve Source) and business of the axis non applicable level interest rate. Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate:

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code:

The Non-Defaulling Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulling Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract:

Copyright @ 2005 North American Energy Standards Board, Inc. All Rights Reserved Page 9 of 14

NAESB Standard 6.3.1 September 5, 2006

· ••• •

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 47 of 99

117 11 1

10.7. With respect to this Section 10, if the parities have executed a separate netting agreement with close-out netting, provisions, the terms and conditions therein shall prevai to the extent inconsistent herewith.

#### SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7; Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Maleure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouls, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting on entire geographic region; such as invit emperatures which cause freezing or fallure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportant and/or storage by Transporters; (iii) acts of others such as strikes, lockouts or other industrial disturbances; ripis, sabotage; insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Maleure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtainment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch, or (ii) economic hardship, to include, without inclution, Selfer's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase. Gas as a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing. In whole or in part, the pass through of costs resulting from this contract; (iv) the loss of Buyer's market(s) or guyer's nability to use or resell Cas: purchased hereunde, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbances.

11:5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally, however, written Notice with reasonably full particulars of the event or occurrence is regulated as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and mether party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6 Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

#### SECTION 12, TERM

. . . .

This Contract may be terminated on 30 Day's written Nolice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant herebic shall survive the termination of the Base Contract or any transaction.

### SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO'REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR INCIDENTAL, PUNTIVE, EXEMPLARY OR INDIRECT DAMAGES LOST PROVIDED ADMAGES IN EXPRESSIVE HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNTIVE, EXEMPLARY OR INDIRECT DAMAGES AND THE MEASURE OF DAMAGES BY STATUTE IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHER WISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN PROSIDED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO HE CAUSE FOR CONSERVENTION DAMAGES, BUT STATUTE, INTON OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO HE CAUSE FOR CONSERVENT. OR ACTIVE OR PASSIVE, TO THE EXTENT ANY DAMAGES BE WITHOUT NEEDAD THE CAUSE OR CAUSES RELETO, INCLUDING THE NEASURE OR FANY PROTY, WHETHER SUCH NEEDADER CONSTINUES ON THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED THERE ACKNOWLEDGE THAT ANY DAMAGES RECURED TO BE PAID HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HAR WOR LOSS.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 10 of 14 NAESB Standard 6.3.1 September 5, 2005 ÷

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 48 of 99

a construction of the second second second second

ż

### SECTION 14. MARKET DISRUPTION

. . . . . . . .

If a Market Disruption Event has occurred then the parties shall negotiale in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next, two-following Business Days with each party obtaining, in good faith and from non-affiliated, market participants in the relevant market; two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two-quotes shall delimities the replacement price. For the Floating Price, "Floating Price" means the price or a factor of the price-agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the extension of market acting as the index. (c) the temporary or permanent. discontinuation or material suspension of trading on the extension or market acting as the index. (c) the temporary or permanent. or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged

and the second s

#### SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and here of the respective parties hereto, and the coverants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, have been assigning party will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheid or delayed; provided, either party may ()) transfer, sell, pledge, encurnber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment; merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally llable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invelid, void or unenforceable by any court having junsdiction, such determination shall not rivat date, void or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior 15.4 contracts, Understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the junsdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction

This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any 15.6 governmental authonly having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions. Ihereof. 20.0

15.7. There is no third party beneficiary to this Contract

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract: Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9 The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

Contract between the parties and shall not be used to construe or interpret the provisions of this Contract. 15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees; lenders, royalty owners, counsel; accountants and other agents joithe party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (0) in order to comply with any applicable law, order, regulation, or exchange rule. (0) to the extent necessary for the enforcement of this Contract. (10) to the extent necessary to implement any transaction, (10) to the extent necessary is comply with any regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent incomply with any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentially obligation. Subject to this confidentially obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one-year from the expiration of the transaction. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one-year from the confidentially obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one-year from the expiration of the transaction. expiration of the transaction:

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure;

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved

NAESB Standard 6.3.1 September 5, 2006

227

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 49 of 99

. . . . . . . .

TRADUCTION D

- 1111 -

1997 - 19

10000

ŝ

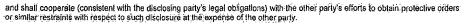
į

ł

÷

. .

a construction of the second sec

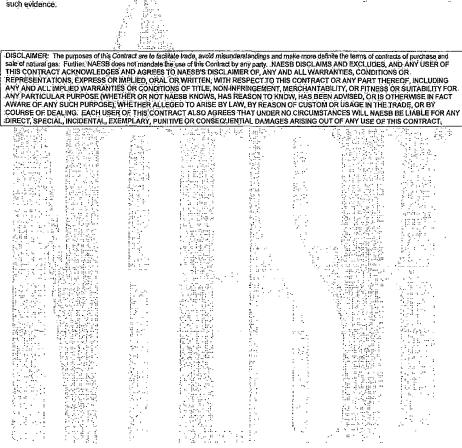


....

......

15:11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15:12. Any original executed the mining of our paneous 15:12. Any original executed Base Contract, Trainsaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "maged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if Introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing. If Introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative, proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as aware of any other objection to the admissibility of such evidence.



. . . . . . .

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 12 of 14

......

NAESB Standard 6.3.1 September 5, 2008

÷

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 50 of 99

		TRANSACTI FOR IMMED	ON CONFIRMAT	NON		EXHI
Letler	ièad/Logo			Date: Transactio	n Confirmation #:	······································
This Transaction Confir terms of this Transaction specified in the Base Co	n Confirmation are					. The Lunless otherwise
SELLER:	N.K.	· · · · · · · · · · · · · · · · · · ·	BUYER;	-		
······	10 (19 a)	<u>.</u>				
Attn:	23 11.1.2. (c) 15.5.4	asi inin	Attn:	· · · · · · · · · · · · · · · · · · ·		······································
Phone:		<u>61</u>	Phone:			
Fax:		(d	Fax:			······································
Base Contract No.			Base Contrac Transporter:	t No.		
Transporter Contract Nu	imber:		Transporter C	ontract Nu	mber:	
Contract Price: \$:	_/MMBtu or					
Delivery Period: Begin:	<u> 84 - aq</u>	د	Fnd	-		
And And And And And And And And And And					#12.59510.006"	
Bortonnonce Obligatio	a and Contract O					<u>ing tan a</u> ng tan <u>n</u>
Performance Obligatio	n and Contract Q					
영상관리 문화되는		uantity: (Select On	1e)			
Firm (Fixed Quantity):		uantity: (Select On	ne) able Quantity):	Nai -	hiterrunt	
Firm (Fixed Quantity):		uantity: (Select On Firm (Varia	ne) nble Quantilty): MBtus/day Minimi	um	Interrupti Up.to	ble:
Firm (Fixed Quantity):		uantity: (Select On Firm (Varia	ne) able Quantity): MBtus/day Minimi MBtus/day Maxim	um	Interrupti Up to	ble MMBlus/day
Firm (Fixed Quantity) MMBus/day		uantity: (Select On Firm (Varia Mh subject to S	ne) Able Quantity): MBtus/day Minimu MBtus/day Maxim Section 4.2.:at ele	um ium clion of	Interrupti Up.to	ble:
Firm (Fixed Quantity): MMBlus/day		uantity: (Select.On Firm (Varia Mh subject to S 0 Buyer or	ne) Able Quantity): MBtus/day Minimu MBtus/day Maxim Section 4.2.:at ele	um	Interrupt Up to	ble MBBus/day
Firm (Fixed Quantity) MMBus/day		uantity: (Select On Firm (Varia Mh subject to S	ne) Able Quantity): MBtus/day Minimu MBtus/day Maxim Section 4.2.:at ele	um ium clion of	Interrupt Up to	ble MBBus/day
Firm (Fixed Quantity): MMBlus/day	d. lista specific get	Firm (Varia Firm (Varia Subject to S O Byver or ographic and pipelin	ie) ible Quantity): MBtuś/day Minimi MBtuś/day Maxim Section 4,2. at ele n Seller	um ium clion.of	Up, to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBlusiday EEFP Delivery Point(s): (If a pooling point is use Special Countitions		Firm (Varia Firm (Varia Subject to S O Byver or ographic and pipelin	e) ble Quartity): MBUs/day Minimu MBUs/day Maxim section 4.2. at ele closed of the section 4.2. at ele closed of the section of the sec	um ium clion.of	Up, to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBtus/day DEFP Delivery Point(s): (If a pooling point is use Special Conditions:	d, list a specific get	Firm (Varia Firm (Varia Subject to S O Byver or ographic and pipelin	e) ble Quartity): MBUs/day Minimu MBUs/day Maxim section 4.2. at ele closed of the section 4.2. at ele closed of the section of the sec	um ium clion.of	Up, to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBtus/day DEFP Delivery Point(s): (If a pooling point is use Special Conditions:	d, list a specific get	uantity:: (Select On Firm (Varia subject to S O Buyer or ographic and pipelin	ie) ible Qtrantity): MBtos/day Minimi MBtos/day Maxim Section 4.2. at ele in Selfer el location):	um ium clion.of	Up, to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBtus/day DEFP Delivery Point(s): (If a pooling point is use Special Conditions:	d, list a specific get	uantity:: (Select On Firm (Varia subject to S O Buyer or ographic and pipelin	ie) ible Qtrantity): MBtos/day Minimi MBtos/day Maxim Section 4.2. at ele in Selfer el location):	um ium clion.of	Up, to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBtus/day Delivery Point(s): (If a pooling point is use Special Conditions:	d lista specific get	uantity:: (Select On Firm (Varia subject to S O Buyer or ographic and pipelin	e) ble Quartity): MBUs/day Minimu MBUs/day Maxim section 4.2. at ele closed of the section 4.2. at ele closed of the section of the sec	um ium clion.of	Up, to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBus/day EEFP  Delivery Point(s): (If a pooling point is user Special Conditions:	d lista specific get	uantity:: (Select On Firm (Varia subject to S O Buyer or ographic and pipelin	ie) ible Qtrantity): MBtos/day Minimi MBtos/day Maxim Section 4.2. at ele in Selfer el location):	un	Interrupt Up to	ble MMBlüs/day.
Firm (Fixed Quantity): MMBlus/day CEFP Delivery Point(s): (If a pooling point is use Special Conditions:	d, list a specific gec	uantity: (Select On Firm (Varia Mh subject to S O Buyer or graphic and pipelin	ie) ible Quantity): MBtuś/day Minimi MBtuś/day Maxim Section 4.2.:at ele ∩ Seller ie location):	unite de la constante de la co	- interrupti	ble MMBlüs/day.
Firm (Fixed Quantity): MMBusiday Delivery Point(s): (If a pooling point is used Special Conditions:	d lista specific get	uantity:: (Seleci On Finn (Varia Mh subject to S D Byyer or ographic and pipelin	ie) ible Quantity): MBtus/day Minimi MBtus/day Maxim section 4.2. at ele cl Selfer ie tocation):	un	- Interrupti Up io	ble: MMBUSZGay.
Firm (Fixed Quantity): MMBtus/day CEFP Delivery Point(s): (If a pooling point is use Special Conditions: Special Conditions:	d. list a specific get	uantity:: (Seleci On Finn (Varia Mh subject to S D Byyer or ographic and pipelin	ie) ible Quantity): MBtuś/day Minimi MBtuś/day Maxim Section 4.2.:at ele ∩ Selfer ie tocation): ie tocation):		- Interrupti Up io	ble: MMBUSZGay.
Firm (Fixed Quantity): MMBtus/day CEFP Delivery Point(s): (If a pooling point is use Special Conditions: Special Conditions:	d. list a specific get	uantity:: (Seleci On Finn (Varia subject to S O Byver or ographic and pipelin	ie) ible Qtrantity): MBtus/day Maxim iection 4.2. at ele C Selfer ie focation): Buyer:		Up to	ble
Firm (Fixed Quantity): MMBlus/day EEFP Delivery Point(s): (If a pooling point is use Special Conditions: Special Conditions: Seiler:	d. lista specific get	uantity:: (Seleci On Finn (Varia subject to S O Byver or ographic and pipelin	e focation)		Up to	ble
Firm (Fixed Quantity): MMBlus/day EEFP Delivery Point(s): (If a pooling point is use Special Conditions: Special Conditions: Seiler:	d. lista specific get	uantity:: (Seleci On Firm (Varia Mh subject to S O Byzer or graphic and pipelin	ie) ible Quantity): MBtuś/day Minimi MBtuś/day Maxim Section 4.2.:at ele ∩ Selfer ie tocation): ie tocation):		Un io	MMBüseday
Firm (Fixed Quantity): MMBlus/day Delivery Point(s): (If a pooling point is use Special Conditions: Seller: By	d lista specific get	uantity:: (Seleci On Finn (Varia subject to S O Byver or ographic and pipelin	e) ble Quantity): MBtus/day Minimi MBtus/day Maxim Section 4.2. at ele □ Seller e location): Buyer: By: Tilie:		Up to	ble
Firm (Fixed Quantity): MMBtus/day E EFP Delivery Point(s): (If a pooling point is use Special Conditions: Special Conditions: Seller: Tritle:	d lista specific get	uantity:: (Seleci On Firm (Varia Mh subject to S O Byzer or graphic and pipelin	e) ible Quantity): MBtus/day Minimi MBtus/day Maxim Section 4.2.:at ele □ Seller ie tocation): Buyer: By: Tille:		Un io	ble MMBBuscfay

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved. Page 13 of 14

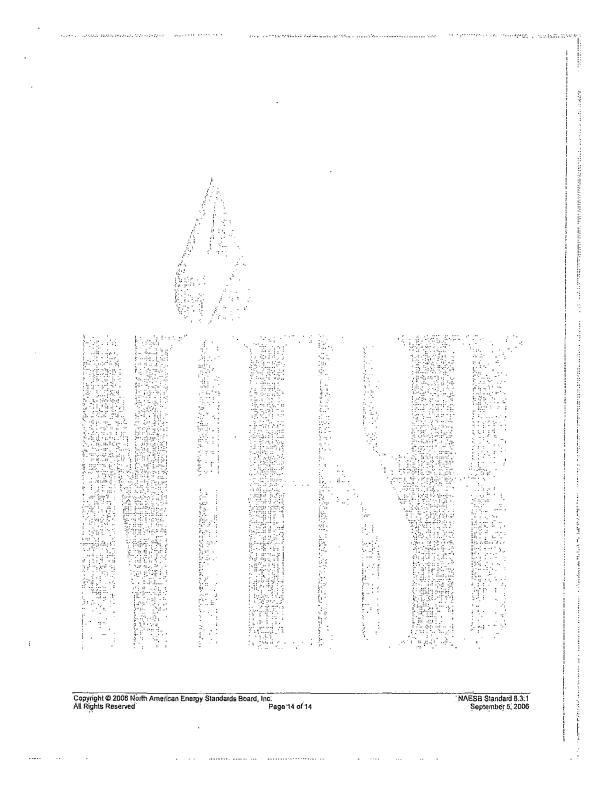
. .. . . . . . . . . .

NAESB Standard 6.3.1 September 5, 2006.

-

Ì

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 51 of 99



The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 52 of 99

### SPECIAL PROVISIONS

and the second second second second second second second second second second second second second second second

GDF SUEZ Gas NA LLC, Delaware limited liability company ("GSGNA"), and Colonial Gas Company d/b/a ("Colonial"), a corporation duly organized under the Commonwealth of Massachusetts, hereby agree, effective as of December 19, 2011 ("Effective Date"), to the following special provisions ("Special Provisions"), which hereby modify and annend the North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and Purchase of Natural Gas, dated and effective between GSGNA and Colonial as of the Effective Date ("Base Contract"). Unless specifically agreed to otherwise in a Transaction Confirmation by the parties, the Base Contract, as modified by these Special Provisions, shall apply to all transactions, for the purchase and sale of Gas and LNG between the parties. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract.

- Section 2.6 is amended by replacing "Federal Banking Holidays" with "Federal Reserve Bank holidays".
- (2) Section 2.30 is deleted in its entirety and replaced with the following:
  - "2.30. "Specified Transaction(s)" shall mean any other transaction or agreement now existing or hereafter entered into between Party A and Party B, including, but not limited to any commodity or financial derivative agreement or transaction, and any other transaction or agreement (between the parties or the parties' Affiliates) identified as a Specified Transaction under the Base Contract; *provided*, *however*, that "Specified Transaction(s)" shall not include any agreement entered into between Party A and Party B prior to the Effective Date."
- (3) The definition of "Termination Option" contained in Section 2.34 is deleted in its entirely and replaced with the following:

"2.34. "Termination Option" shall mean the option of either party to terminate a transaction under this Base Contract in the event that the other party fails to perform a Firm Obligation to deliver Gas, in the case of Seller, or to receive Gas, in the case of Buyer, (where Seller and Buyer are defined in each Transaction Confirmation), as specified in Section 3.4 herein."

(4) The following is added as a new Section 2.36:

.....

"2.36. "Costs" shall mean: (a) losses, costs and expenses associated with transmission or transportation related to any Terminated Transaction that are incurred by the Non-Defaulting Party and which cannot be avoided through the Non-Defaulting Party's reasonable efforts; (b) brokerage fees, commissions and other similar losses, costs and expenses reasonably incurred by the Non-Defaulting Party by liquidating any Terminated Transaction or by entering into new arrangements to replace any Terminated Transaction;

Page 1 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 53 of 99

in annaich

4 822 1

;

:

Ì

and (c) losses, costs and expenses, including but not limited to any reasonable external counsel's fees and court costs, if any, incurred by the Non-Defaulting Party in connection with enforcing its rights in respect of any Terminated Transaction.<sup>20</sup>

(5) The following is added as a new Section 2.37:

"2:37. "Liquefied Natural Gas" or "LNG" shall mean liquefied Gas."

(6) The following is added as a new Section 2:38:

"2.38. "Credit Rating" means, with respect to any party as the case may be or entity, on any date of determination (1) the ratings assigned by Moody's and/or S&P with respect to such party's or entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements), or (2) is such entity does not have a rating for its unsecured, senior long-term debt, then the rating assigned to such entity by Moody's and/or S&P as its corporate credit rating or issuer rating. In the event of in inconsistency in ratings by the two rating agencies (a "split rating"), the lowest rating assigned shall control."

(7) The following is added as a new Section 2:39:

2.39. "Moody's shall mean Moody's Investors Service, Inc. or its successor."

(8) The following is added as a new Section 2.40:

"2.40, "S&P" shall mean the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor."

(9) Section 3.4 is deleted in its entirety and replaced with the following:

"Section 3.4. In addition to all other remedies available hereunder, if Seller or Buyer (as defined under each Transaction Confirmation) breaches a Firm. obligation to deliver or receive Gas for a period of (i) three (3) consecutive Days or (ii) five (5) or more cumulative Days in any-thirty (30) day period, under any Transaction Confirmation, and such failure is not excussed due to an event of Force Majeure or by the other party's failure to perform, then an Event of Default shall have occurred."

(10) The following is added as a new Section 7.8:

"Section 7.8. If requested by a party, the other party shall deliver within one hundred eighty (180) days following the end of each fiscal year, a copy of its (or its Guarantor's, if applicable) certified financial statements or its (or its Guarantor's, if applicable) annual report containing such party's audited consolidated financial statements for such fiscal year. The statements shall be for the most recent accounting period and prepared in accordance with generally

Page 2 of 6

......

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 54 of 99

· • • • • •

accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default pursuant to Section 10:2(vi) so long as the party diligently pursues the preparation, certification and delivery of the statements; and provided further that: (i) if such party is required to make its audited financial statements available to the public, then the requesting party shall use public sources to obtain such information, and (ii) with respect to GSGNA, which does not prepare and report financial statements, the requesting party agrees that it will accept for review in lieu (hereofy the financial statements of GDF SUEZ Energy North America, Inc., GSGNA's parent company."

(11) 10.1 Section 10.1 is deleted in its entirety and replaced with the following:

If a Party (a "Reviewing Party") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Debtor Party") (including, without limitation, the occurrence of a material change in the creditworthiness of Debtor Party or Debtor Party's Guarantor, if applicable), the Reviewing Party may demand from the Debtor Party (through written notice) Adequate Assurance of Performance. For purposes of this section, "Adequate Assurance of Performance" shall mean sufficient security in a form, amount (not to exceed the amount that would be computed under section 10.3.1 in the event that the date of demand for Adequate Assurance of Performance was designated as an Early Termination Date exclusive of any Costs), for a term and from an issuer, all as reasonably acceptable to Reviewing Party, including but not limited to (i) cash; (ii) a cash prepayment; (iii) a standby irrevocable letter of credit issued by a United States commercial bank with at least ten (10) billion dollars in assets, and a Credit Rating of at least A2 by Moody's and A by S&P; or (iv) any financial security in a form satisfactory to the Requesting Party. The Debtor Party hereby grants to the Reviewing Party a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of performance in the form of cash transferred by Debtor Party to Reviewing party pursuant to this Section 10.1. Upon the return by Reviewing Party to Debtor Party of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

(12) Section 10.2 is amended by deleting the word: "or" immediately before "(ix); and adding the following: language immediately after the words "Additional Event of Default contained in Section 10:2(ix)":

"or, (x) fail to deliver or receive Gas under a Firm obligation as provided in Section 3.4 above."

(13). Section 10.2 is amended by adding the following as a new sentence after the word

Page 3 of 6

:

ł

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 55 of 99

Saturd A horn

الإستناد المعرامين معمام والالا

"hereunder." at the end of the paragraph;

"Any such election by the Non-Defaulting Party to withhold and/or suspend deliveries or payments as a consequence of an Event of Default (including any such actions taken by the Non-Defaulting Party pursuant to Section 3.4); shall not relieve the Defaulting Party of any obligations with respect to any Transaction Confirmation under this Base Contract."

and a second second second second second second second second second second second second second second second

(14) Section 10.3.1 (Early Termination Damages Apply) is amended by adding the following as a new sentence after "Transactions)." at the end of the first: paragraph:

"In addition, the Non-Defaulting Party may adjust the amount owed to account for any Costs incurred by the Non-Defaulting Party as a result of the termination, acceleration and liquidation of any Terminated Transaction."

(15) Section 10.3.2 "Triangular Setoff Option" shall be amended by deleting the following after the words "Defaulting Party" and before the word "to" in the 12<sup>th</sup> line of Section 10.3:2(v):

"... or its Affiliates ... ".

....

-----

(16) Section 11.3 is amended by adding the following after the word "excuse" in subsection 11.3(ii) in the third (3rd) line:

"failed to use reasonable efforts to overcome the condition or".

(17) Section 15.1(ii) is amended by inserting the following between the word "party" and the period at the end of the sentence:

"; provided; however, such assignee has provided such guarantees; letters of credit or other assurances of its ability to perform as the non-assigning party may; in its sole opinion, require".

(18) The following is added as a new Section 15.13:

"15,13 ANY PARTY BRINGING A LEGAL ACTION OR PROCEEDING AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION SHALL BRING THE LEGAL ACTION OR PROCEEDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) ANY OBJECTION WHICH IT MAY NOW HAVE OR LATER HAVE TO THE LAYING OF YENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF

Page 4 of 6

. . . . . . . . . . . . .

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 56 of 99

OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION	
CONFIRMATION BROUGHT IN THE UNITED STATES DISTRICT	
COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY	
COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK	
CITY, AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING	
BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN	
INCONVENIENT FORUM. EACH PARTY TO THIS BASE CONTRACT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED	
STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW	
YORK AND ITS APPELLATE COURTS FOR THE PURPOSES OF ALL	
LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR	·
<b>RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION</b>	
CONFIRMATION."	
(19) The following is added as a new Section 15:14;	
"15.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY	
WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE	
LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT	
OF OR RELATING TO THIS BASE CONTRACT OR ANY OTHER	
DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY	
OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY	
OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT	
IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO	
ENTER INTO THIS BASE CONTRACT AND THE TRANSACTIONS	
CONTEMPLATED HEREBY, BY AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION."	
MUTUAL WATVERS IN THIS SECTION."	
(20) The following language is added as a new Section 15.15:	
"15.15. With regard to references to Imbalance Charges in Sections 2.19, 2:22,	
3.2, 4.3, 11.1 and 11.3, it is understood and agreed that upon receiving Notice of	
Force Majeure, the party not claiming Force Majeure shall adjust nominations	
with its Transporter(s) to account for any change in quantities to be delivered or received. Such nomination change shall be made immediately, if feasible, or as	
 soon as practicable but not later than the next intraday nomination cycle following	•
receipt of such Notice of Force Majeure."	
_ w.	1
[This section intentionally left blank]	
Fyrio'soonoit intentionally tott oldinel	
	1
	1
	1

. .. ......

.. ..

····· , ··· , ··· ,

235

ķ.

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 57 of 99

...... . ..... . -4 IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties. GDF SUEZ Gas NA LLC COLONIAL GAS COMPANY D/B/A NATIONAL GRID CRC By: By: iÝ Vice President, Sales & Marketing Vit Name: Joseph P. Murphy Name: Vauch Title Title: hrif harited Page 6 of 6

-----

.....

. ... . .....

.. .....

. ....

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 58 of 99

### GDF SUEZ GAS NA LLC

### Liquefied Natural Gas Annex to the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas

### Section 1. Applicability

This Liquefied Natural Gas Annex ("LNG Annex") only applies to the sales of Liquefied Natural Gas by Seller on a firm or interruptible basis pursuant to the 2006 North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas dated as of December 19, 2011 ("Base Contract"), between GDF SUEZ Gas NA LLC as Seller and Colonial Gas Company d/b/a National Grid as Buyer. This LNG Annex incorporates by reference the terms of the Base Contract, as amended by any Special Provisions agreed by the parties. This LNG Annex shall not apply to deliveries of Gas as the term is defined in the Base Contract.

### Section 2. Definitions

The following terms shall have the meaning ascribed to them below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Base Contract.

- 2.1. "Gross Heating Value" means, when applied to vaporized LNG, the number of Btus produced by combustion of one (1) cubic foot of water-free vaporized LNG, measured at 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to 60° Fahrenheit at a pressure of 14.73 pounds per square inch absolute and water formed by combustion is condensed to a liquid state.
- 2.2. "Liquefied Natural Gas" or "LNG" means Gas at or below its boiling point at or near atmospheric pressure.
- 2.3. "LNG Annex" has the meaning set forth in Section 1 hereof.
- 2.4. "LNG Trucks" has the meaning specified in Section 4.2.ii.
- 2.5. "Standard Cubic Foot" or "SCF" means a volume of Gas that occupies one (1) cubic foot of volume at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 pounds per square inch.
- 2.6. "Terminal" means any currently existing or future facilities, located either offshore or onshore, and any and all port, marine or other facilities ancillary thereto (including the pilot boarding station and any navigation buoys), that are capable of, or when completed will be capable of, being used for the berthing,

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 59 of 99

unberthing, or servicing of LNG vessels and the receiving, storing, regasifying, or transporting of LNG.

### Section 3. Quality

- 3.1. LNG delivered by Seller shall, upon delivery at the Terminal, have a Gross Heating Value, Wobbe Index, and composition when vaporized conforming to the following specifications prior to odorization:
  - i. a Gross Heating Value of between 967 Btu/SCF and 1,110 Btu/SCF;
  - ii. a Wobbe Index range of between 1,314 and 1,400;
  - iii. constituent elements the percentage of which may vary within the following limits (in molecular percentage):

combined nitrogen $(N_2)$ and oxygen $(O_2)$	not to exceed 2.75
oxygen (O <sub>2</sub> )	not to exceed 0.2
carbon dioxide (CO <sub>2</sub> )	between 0 and 2.00
ethane and heavier hydrocarbons (C2+)	not to exceed 12.00
butanes and heavier hydrocarbons (C4+)	not to exceed 1.50

- iv. An amount of H<sub>2</sub>S not to exceed 0.5 grains per hundred cubic feet; and
- v. An amount of total sulfur not to exceed 10 grains per hundred cubic feet.
- 3.2. The quality of the Gas to be derived from LNG delivered to Buyer hereunder is in accordance with those Gas quality and interchangeability standards adopted by Algonquin Gas Transmission, LLC pursuant to an Order on Contested Settlement issued by the Commission on February 19, 2009, in Docket No. RP07-504-000.
- 3.3. Determination of Gross Heating Value of Liquid LNG
  - i. Seller shall obtain at least one sample of LNG each Day delivery is made to any Buyer. The composition of each sample shall be determined by Seller by chromatographic analysis, and the Btus per pound of LNG for each sample shall be calculated by reference to the table below:

Component	Molecular Weight (Lb/Lbmol)	Gross Heating Value (Btu/pound)
Methane	16.042	23885.11
Ethane	30.068	22323.40
Propane	44.094	21663.58
Isobutane	58.120	21237.06
Normal Butane	58.120	21298.97
Nitrogen	28.016	0.00

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 60 of 99

- ii. The Btus per pound of LNG shall be determined each Day LNG is delivered to any Buyer or for any Buyer's account and shall be the weighted average of all samples taken that Day from LNG flowing from each tank at the Terminal. If any sample or the results thereof are determined to be unsatisfactory in the reasonable judgment of Seller, the results of that sample will not be used in the calculation of the average Btus per pound of LNG for such Day. Should such sample be the only sample taken that Day, or if samples should not be taken for any reason, then the average Btus per pound for that Day shall be the most recent Day's Gross Heating Value reasonably satisfactory to Seller.
- 3.4. Measurement of Quantity of LNG
  - i. Equipment. Where LNG is delivered at the Terminal to LNG Trucks, Seller shall maintain and operate at its Terminal truck scales for weighing such LNG Trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.
  - ii. Delivery to LNG Trucks. Where LNG is delivered at the Terminal to LNG Trucks, the LNG Trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered. The most recent Btu/SCF equivalent of LNG delivered to LNG Trucks shall be shown on each bill of lading.
  - iii. Calculation of Quantity Delivered. The total Btus delivered each Day shall be calculated by multiplying the average Btus per pound of LNG determined for each delivery Day by the weight of LNG delivered during that Day.
- 3.5. Verification of Measurement
  - i. Buyer's Right To Verify Quality or Quantity. Buyer shall have the right, at its own expense, to verify in any reasonable manner with its own equipment or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Section 3.3 or Section 3.4 of this LNG Annex, and Seller shall cooperate fully with Buyer in any exercise of this right.
  - ii. Access to Equipment and Records. Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repair, inspection, testing, calibration, or adjustment done in connection with the other's measurement of deliveries of LNG hereunder.
- 3.6. Correction of Errors of Meters

The quantity of LNG delivered hereunder during periods when the measuring equipment is out of service or registering inaccurately shall be estimated as follows:

ļ

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 61 of 99

- If, upon testing, any equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly;
- ii. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for the period since the last test in which such error is known to have existed or which may be agreed upon by the parties. If the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of last test, not to exceed a correction period of sixteen (16) days.
- iii. If no tests have been performed to determine the degree of inaccuracy, or if the measuring equipment is out of service, the quantity of LNG delivered shall be estimated as follows:
  - A. by using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof,
  - B. by correcting the error, if the quantity or percentage of such error is ascertainable by calibration, test, or mathematical calculation; or if the procedures in neither the preceding subparagraph A. nor this subparagraph B. is available,
  - C. by relating the quantity of LNG delivered hereunder during periods when the measuring equipment was out of service or registering inaccurately to LNG deliveries that occurred during periods under similar conditions when the measuring equipment was deemed to have been in service and registering accurately.
- 3.7. Test of Meters

The accuracy of any measuring equipment for LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any fourteen (14) Day period. Recording calorimeters shall be verified by the installing party not less than once per Day at

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 62 of 99

approximately the same hour each Day while in use, and if requested, in the presence of representatives of the other party.

3.8. Preservation of Records

Each party shall preserve all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 3 for a period of at least two (2) years from the Month to which such data, charts, and other similar records relate.

3.9. Odorization of LNG

LNG delivered as liquid hereunder shall be free of odorant compounds, and Buyer shall indemnify and hold Seller harmless from all claims and damages, including suits, actions, damages, costs, losses and expenses, arising by reason of any failure of Buyer to odorize such LNG after its receipt at the point of delivery.

#### Section 4. Notices and Nominations

- 4.1. Each party shall provide the following notices and communications by telephone, electronic mail or facsimile to the other party at the address agreed upon, and such other party shall confirm such notices and communications to the sending party in writing or by telephone at the address agreed upon within twenty-four (24) hours following its receipt of the telephone, electronic mail or facsimile communication:
  - i. Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.
  - ii. Requests for delivery of LNG to LNG Trucks.
  - iii. Notices of an emergency nature.
- 4.2. Subject to Seller's receipt of forty-eight (48) hour's advance notice from Buyer, Seller shall deliver liquid LNG to Buyer under the following conditions:
  - i. LNG trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following specifications:
    - A. a minimum capacity of six thousand (6,000) gallons;
    - B. a maximum pressure at time of loading of fifteen (15) psig;
    - C. pre-cooled to at least negative two hundred forty degrees (- 240°) Fahrenheit;
    - D. the previous cargo contained in such truck or trailer shall have been LNG, or documentation shall be provided certifying that inert purge followed by pre-cooling with LNG has been carried out; and

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 63 of 99

- E. safe operating conditions, including compliance with the requirements of all applicable federal, state and local laws and regulations.
- ii. Any truck or trailer complying with the conditions of Section 4.2.i shall be a "LNG Truck."
- iii. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool-down, which LNG will be sold to Buyer at the price provided in the Transaction Confirmation.
- iv. Seller shall use commercially reasonable efforts to deliver LNG on less than forty-eight (48) hours' notice upon the request of Buyer.

### Section 5. Amendments to Base Contract

- 5.1. The following Sections of the Base Contract are amended by inserting "or LNG" after each occurrence of the word Gas: 1.1;1.2; 2.3; 2.10; 2.11; 2.12; 2.27; 2.30; 2.34; 3.2; 4.1; 6; 7.6; 8.1; 8.2; 8.3; 8.5; 11.3; 11.5; 14 and 15.6.
- 5.2. Section 2.14 of the Base Contract is amended by inserting the following immediately after the word "transaction":

"provided that, for purposes of delivery of LNG, a "Day" mean a period of 24 consecutive hours, commencing at 9:00 a.m. in the central time zone."

5.3 Section 5 of the Base Contract is amended by adding the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, LNG delivered by Seller shall comply with the specifications specified in the LNG Annex."

- 5.4 Section 7.1 of the Base Contract is amended as follows:
  - i. insert "or LNG" between "Gas" and "delivered"; and
  - after the words "Scheduled Gas" add the words, "or, in the case of LNG deliveries, the quantity of LNG delivered, determined in accordance with the LNG Annex".
- 5.5 Section 10.3.1 ("Early Termination Damages Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas" in the second line of the first paragraph and the first and second lines of the second paragraph.
- 5.6 Section 10.3.1 ("Early Termination Damages Do Not Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas."

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 64 of 99

5.7 Section 11.2 of the Base Contract is amended by deleting the first sentence thereof and replacing it with the following:

"The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, carthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at Seller's Terminal, or the inability of Seller to deliver LNG, Force Majeure on or of any third party providing transportation service of LNG for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of LNG supply affecting Seller's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise and which it could not with the exercise of due diligence have avoided; such term shall likewise include those instances where:

- i. cither party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; and
- ii. either party is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
- 5.8 Section 11.3 of the Base Contract is amended by deleting the following language and punctuation from the end of the Section: "; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2." and by adding a period at the end of subsection (iv) in place of the semicolon.

[The rest of this page intentionally left blank]

1

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 65 of 99

IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

By: Name: Joseph P. Murphy Title: Vice President, Sala

Vice President, Sales & Marketing, Eastern Region

COLONIAL GAS COMPANY D/B/A NATIONAL GRID

CRC By: Name: Tak Title: ravator

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 66 of 99

		Toppon 3
		TODOOO 3 ORIGINA
		/ J ORIGINAL
Base Contract for	Sale and Purchasi	of Natural Gas
This Base Contract is entered	into as of the following o	ale: December 19, 2011.
The parties to I	his Base Contract are th	e following:
PARTY A	2.52.000.00	PARTY B.
GDF SUEZ GAS NA LLC	PARTYNAME	BOSTON GAS COMPANY DIBIA NATIONAL GRID
20 Cily Square, Suite 3		c/o National Grid
Charlestown, MA 02129	ADDRESS	40 Sylvan Road, E3/606 Waltham, MA D2451
www.gdfsuez.com	BUSINESS WEBSITE	www.inationalgrid.com
NSB039	CONTRACT NUMBER	
19-671-4414	D-U-N-S® NUMBER	
S US FEDERAL 04-3009638		
D OTHER: N/A	TAX ID NUMBERS	
Delaware	JURISDICTION OF ORGANIZATION	Commonwealth of Massachusetts
Corporation	UNGANIZATION	Corporation J. LLC
D Limited Partnership D Partnership	COMPANY TYPE	S Limited Partnership D Partnership
T LLP D. Other:		D LLP D Other;
	GUARANTOR (IF APPLICABLE)	
60	ONTACT INFORMATI	ION
20 City Square, Suile 3, Charlestown, MA 02129		do National Grid, 40 Sylvan Road, Waltham, MA 02451
ATTN Vice President, Sales & Marketing	COMMERCIAL	ATTN: Director, Customer Choice/ Gas Resource Mat
TEL#: (617) 886-87C0 FAX#: (617) 886-8644		TEL# (781) 907-1639 FAX# (781) 907-1647
EMAIL: Joseph murphy@ddfsuezna.com 1999 Post Oak Boulevard; Houston, TX: 77056		EMAIL: elizabeth arangio@us.figrid
ATTN: Manager, Gas Supply Operations		ATTN: Director, Customer Choice/ Gas Resource Mgt
TEL#: (713) 636-1528 FAX#: (713) 636-1247	SCHEDULING	TEL#. (781) 907-1639 FAX#: (781) 907-1647.
EMAIL: joe.deschamps@gdfsuezna.com	<u>12 (3)</u>	EMAIL: elizabeth.aranglo@us.ngrid
20 City Square, Suite 3: Charlestown, MA 02129	CONTRACT AND	do National Grid, 100 East Old Country Rd, Hicksville, NY 1180
ATTM: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 896-8844	LEGAL NOTICES	ATTN: Director, Gas Contracting & Compliance TEL: (516) 545-3108 FAX#: (516) 545-5460
EMAIL: saundra guadagno@gdfsuezna.com		EMAIL: john alloca@us.ngrid
1990 Post Oak Boulevard, Suite 1900 Houston, TX 77056		c/o National Grid, 100 East Old Country Rd, Hicksville, NY, 11801
ATTN: Director, Credit	• CREDIT	ATTN: Credit Department
TEL#: (713) 636-1788: FAX#: (713) 636-1695		TEL#: (516) 545-3122: FAX#: (516) 545-6469
EMAIL jane withite@cdisuezna.com 20 City Square Sulle 3. Charlestown, MA 02129	ernen 1 946-323 B. A. SALENSE	EMAIL: eboni troupe@us.ngrid co.National Grid, 100 East Old Country Rd: Hicksylle, NY 1180
ATTN: Contract Administration	• TRANSACTION	ATTN: Director, Gas Contracting & Compliance
TEL#: (617) 886-8700 FAX#: (617) 886-8844	CONFIRMATIONS	TEL#: (516) 545-3108 FAX#: (518) 545-5469
EMAIL: saundra.guadagno@odfsuezna.com		EMAIL: John alloca@vs.ngrid
	COUNTING INFORMAT	ION
1990 Post Oak Boulevard; Suile 1900, Houston, TX 77056	N WUOICER	c/o National Grid, 100 East Old Country Rd, Hicksville, NY, 11801
ATTN: Revenue Analyst	NVOICES PAYMENTS	ATTN: Back Office
TEL#: (713) 636-1422 FAX#: (713) 636-1613 FMAIL: bianca rios@odisuezna.com	SETTLEMENTS	TELH: (515) 545-6032: FAXH: (516) 545-5469 EMAIL:
BANK: JP Morgan Chase Bank	WIRE TRANSFER	BANK
ABA: 021000021 ACCT: 00113321179	NUMBERS	ABA
OTHER DETAILS: For GDF SUEZ Gas NA LLC	(IF APPLICABLE)	OTHER DETAILS
ADDRESS:VARAA	CHECKS	ADDRESS:
A STATE AND A STATE	(IF APPLICABLE)	
BANK:	ACH NUMBERS	BÁNK:
ABA: ACCT:		

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 1 of 1/



NAESB Standard 6.3.1 September 5, 2006 The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 67 of 99

	Base Contract for Sale a	ntinued)	se or ivalurar das
published by t	ntract incorporates by reference for all purposes the G e North American Energy Standards Board. The par notitions. In the event the parties fail to check a box, it tion:	ties hereby agree	l Conditions for Sale and Purchase of Natural Gas to the following provisions offered in sald General II provision shall apply. <u>Select the appropriate box(es)</u>
Section 1.2 Transaction Procedure	GR Oral (default) OR 1 M Written 5	Section 10:2 Additional Events of	No Additional Events of Default (default)     Indebiedness Cross Default
Section 2,7 Confirm Deadline	2 Business Days after receipt (default) OR DBusiness Days after receipt	Default	C: Párty A;: □: Party B: 2 : 'Țransactional Cross Deleuiț
Section 2.8 Confirming Party	Sette: (default) OR Buyer		Specified Transactions:
Section 3.2 Performance Obligation	Cover. Standard (default) OR I: Spot Price Standard (	Section 10.3.1 Early Termination Damages	Early Termination Damages Apply (default):         OR         D Early Termination Damages Do Not Apply
Note: The followi	ng Spot Price Publication applies to both of the		
Immediately prec Section 2.31 Spot Price Publication	Gas Dally Midpoint (default) OR	Section 10.3.2 Other Agreement Setoffs	D Bilateral (default) S Triangular OR
Section 6	Buyer Pays At and After Delivery Point (default OR D Seller Pays Before and At Delivery Point		Olher Agreement Seloffs Do Not Apply
Section 7.2 Payment Date	<ul> <li>25<sup>th</sup> Day of Month following Month of delivery (default)</li> <li>OR</li> <li>Day of Month following Month of delivery</li> </ul>	Section 15.5 Choice Of Law	State of New York
Section 7.2 Method of Paymer	Wire transfer (default)	Section 15.10 Confidentiality	Con/identiality applies (default) CR D Confidentiality does not apply
Section 7.7	Ø         Notling applies (default)           OR		
Special Provision	ons: Number of sheets attached: 6 pages		
	WHEREOF, the parties hereto have executed this	Base Contract	in duplicate.
GDF SUEZ G	1 A TIMA	10 T	Boston Gas Company d/b/a National GNd
By:	N N	SKINATURE	an floan (RL

All Rights Reserved

September 5, 2006

÷

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 68 of 99

10 20100

į

1

## General Terms and Conditions. Base Contract for Sale and Purchase of Natural Gas

ter and a second proceeding the second second second second second second second second second second second se

## SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are inlended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the pany receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract:

Oral Transaction Procedure:

1.2: The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties shall be legally bound from the time they so agree to transaction terms and may each rely thereion. Any such transaction shall be considered a 'writing' and to have been 'signed'. Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction, Confirmation by facismile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period, of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties); such provided that the foregoing shall not be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facisimite. EDI or multially agreeable electronic means, to the other party by the close of the Business Day following the dete of agreement. The parties acknowledge that their agreement, will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 13.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreementreferred to in Section 12, such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party is represented to constitute the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any inaterial differences between limely sent Transaction described in the sending party is ransaction. Confirmation is the terms of the farmation guilt or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 12, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General. Terms and Conditions, the terms of the docuriering shell govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording: Where the parties have selected the Oral Transaction Procedure in Section, 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

### SECTION 2. DEFINITIONS

The terms set form below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract, and shall have the meanings ascribed to them herein. Additional Event of Default shall mean Transactional Cross Default of Indebtedness Cross Default, each as and If

selected by the parties pursuant to the Base Contract

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 3 of 14 NAESB Standard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 69 of 99

5

"Alternative Damages" shall mean such damages, expressed in dollars of dollars per MMBtu, as the parties shall agree upon in 2.3. the Transaction Confirmation, in the event either Seiler or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

ner and an and an and a supply and the supply and a supply and a supply and a supply and a supply and a supply

"Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by a that specifies the agreed selections of provisions conteined herein; and that sets forth other information required herein and any 2.4. referen Special Provisions and addendum(s) as identified on page one.

2.5 "British thermat unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).

2.6. "Bušīness Day(s)" shall mean Mohday through Friday; excluding Federal Banking Holidays for transactions in the U.S.

2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Confract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, if shall be deemed. received at the opening of the next Business Day

2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.

2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract; any and all transactions that the parties have entered into through an EDI transmission or by telephone; but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.

2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.

2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.

2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area; as applicable, consistent with the amount of notice provided by the nonperforming party, the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements; as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.

2.13 "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behall of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.

2.14 Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.

2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction. 2.16. "Delivery Pcint(s)" shall mean such point(s) as are agreed to by the parties in a transaction,

2.17 ED! shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically

relating to the communication of Transaction Confirmations under this Contract.

2.18: "EFP" shall mean the purchase, sale of exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm"; provided that a party's excises for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant tutures exchange regulated under the Commodity Exchange Act

2.19. "Firm", shall mean that either perty may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Maleure; provided, however, that during Force Maleure interruptions, the party invoking Force Maleure may be responsible for any imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.

2.20 "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane 調測 民語

Guarantor shall mean any entity that has provided a guaranty of the obligations of a party hereunder. 2.21.

"Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for 2.22. failure to satisfy the Transporter's balance and/or nomination requirements.

2.23. Indebtedness Cross Default' shall mean it selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default or similar condition or event however therein defined; under one or more agreements or instruments; individually or collectively, relating to indebtedness (such indebtedness to include any obligation Agreentence of instruments, interfued of or concernery, releaning to indecreating to the release to the release of include any obligation whether present or rule release to rule any obligation of the payment of release interfued on the second parts of the rule of the ru Guarantor, if any; which results in such indebtedness becoming immediately due and payable.

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 4 of 14

NAESB Standard 6.3 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 70 of 99

### 

2:24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure; with no lipsifility; except such interrupting party may be responsible for any imbalance: Charges asset forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the charge in deliveries and/or receipts is confirmed by Transporter.

2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm:

2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.

2:27. "Payment Date" shail mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas, received by Buyer in the previous Month.

2.28. "Receiving Transporter' shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.

2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.

2.30. "Specified Transaction(s)' shall, mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract

2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (0) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (0) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2,33, "Transactional Cross Default" shall mean it selected on the Base Contract by the paties with respect to a party, that it, shall be in default however therein defined, under any Specified Transaction.

2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Timp obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.35: "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

#### SECTION 3. PERFORMANCE OBLIGATION

3.1 Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as Indicated on the Base Contract.

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Dav(s), payment by Seller to Buyer in an amount equal to the positive difference. If any, between the purchase price pad by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by: the difference between the Contract Quantity and the quantity actually delivered by Seller for such Dav(s) excluding any quantity for which no replacement is available; or (10) in the event of a breach by Quyer on any, Dav(s), payment by Buyer, Io Seller in the amount equal to the positive differences if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resule of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Quiet by Seller utilizing the Cover Standard for the resule of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and he quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; end (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition (0) or (ii) even a applicable. The sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Count the Spot Price, adjusted for such transportation to the applicable. Delivery Point, multiplied by the quantity of such Gas and replaced or sold shal

Copyright @ 2006 North: American Energy Standards Board; Inc. All Rights Reserved Page 5 of 14 NAESB Standard 6.3.1 September 5, 2006 :

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 71 of 99

į

÷

à

Ľ,

į

:

### and a second and a second second second second second second second second second second second second second s

#### Spot Price Standard:

3.2: The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (1) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount agual to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer for such Day(s), multiplied by the positive difference is any obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer for such Day(s), and the actual quantity delivered by Seller and received by Buyer for such Day(s), obtained by subtracting the actual quantity delivered by Seller and received by Buyer for such Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such under the actual rungible difference shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both partles.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. This Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated

#### SECTION 4. TRANSPORTATION NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). 42. Each party shall give the other party timely prior Notice, sufficient to meet the regularements of all Transporter(s) involved in the transaction; of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveres at the Delivery. Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

The parties shall use commercially reasonable efforts to avoid imposition of any imbalance Charges. If Buyer or Seller receives 4.3 an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity, as well as the cause of such Imbalance Charges are such of Buyer's receipt of quantiles of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges are such of Such remburse Scheduled Gas greater than or less than the scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller to such Imbalance Charges paid by Seller. If the Imbalance Charges are such of Seller's delivery of quantiles of Gas greater than or less than the scheduled Gas, then Seller in the Imbalance Charges are such of Seller's delivery of quantiles of Gas greater than or less than the scheduled Gas, then Seller's delivery of quantiles of Gas greater than or less than the Scheduled Gas, then Seller is shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

#### SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBL, dry. Measurement of Gas quantities hereunder shall be in accordance with the cetablished procedures of the Receiving Transporter.

### SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

#### Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ('Taxes') on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party enfiled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

#### Seller Pays Before and At Delivery Point:

Seler shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority (Taxes') on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid ell-Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party for responsibility hereinder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

#### SECTION 7. BILLING, PAYMENT, AND AUDIT

Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing 7.1 supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity derivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoced quantity will then be adjusted to the actual quantity. on the following Month's billing or as soon thereafter as actual delivery information is available.

Copyright © 2006 North American Energy Standards Board, Inc. Page 5 of 14

NAESB Standard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 72 of 99

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in Internetiately available funds, on or before the later of the Payment Date of 10 Days after receipt of the invoice by Buyer, provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

and have and an and a construction and an and a construction of an and a construction of the second second second

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3; the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the involced party in good failth, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the involced; party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the ancient paid or disputed, without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equily to enforce its rights pursuant to this Section.

7:5. If the involced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of () the them effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum, or (i) the maximum applicable lawful interest rate:

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement; charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to propriativ information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under or overpayments shall be deemed waived unless such invoices of billings are objected to in writing, with adequate explanation and/or documentation, within two years after the. Month of das delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such naccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7.3 (provided that no payment required to be made pursuant to the fermion of any Credit Support Obligation or pursuant to Section 7.3 (provided that no payment required to be made pursuant to the fermion of any Credit Support Obligation or pursuant to Section 7.3 (provided that no payment required to be made pursuant to the fermion and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE; WARRANTY, AND INDEMNITY

8.1.5 Unless otherwise specifically agreed, tille to the Gas shall pass from Seller to Buyer at the Dativery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Selfer warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and dear of all liens, encimbrances, and claims. EXCEPT AS PROVIDED IN THIS, SECTION 8.2 AND IN SECTION 15.8; ALL OTHER WARRANTIES, EXPRESS OR IMPLED, INCUDING ANY WARRANTY OF MERCHANTABLITY, OR OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED.

8.3. Setter agrees to indemnify Buyer and save it harmless from all losses, itabilities or claims including reasonable attorneys fees and costs of court ("Claims"), from any and all persons arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seler and save it hairless from all claims, from any and all persons, arising from or out of claims of title, personal injury including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer, buyer services in the personal injury (including death) or property damage from said Cas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of tille to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202. General Notes, page 3): provided however, that in the event Seller took tille to the Gas outside the Customs Territory of the United States. Seller represents and warrants that it is the importer of record for all Gas entered, and delivered into the United States, and for any and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwill standing the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent. that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

### SECTION 9. NOTICES

9.1: All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base. Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courter service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notice's sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is Copyright © 2006 North American Energy Standards Board, Inc. NAESB Standards Board, Inc. September 5, 2006

ų,

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 73 of 99

1

-

Ş

Į.

į

2 - N - C

÷

not a Bušiness Day or is eften five p.m. on a Business Day; then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change unlil len Business Days after receipt of such Notice:

#### SECTION 10. FINANCIAL RESPONSIBILITY

10.1: If either party (X\*) has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party (Y\*) (including, without limitation; the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance, the security in the form, amount; for a ferm, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a startidy irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X, a continuing first priority security interest in life, on, and right of setoff against all Adequate Assurance of Performance, the security interest and lien granted the grant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted neuroder on that Adequate Assurance of Performance, the security interest and lien granted neuroder on that Adequate Assurance of Performance of Performance, the security interest and lien granted neuron by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding of case under any bankruptcy or similar law for the protection of creditors or nave such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fail due; (iv) have a receiver, provisional figulator, conservator, custodian, trustee or other similar official appointed with respect to itor substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to invite in request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day of a written request by the other party; (viii) not have paid any amount due the other party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at las sets; (vi) if all to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at las sets; (vi) that to section; to lamodately withhold and/or suspend deliveres or payments upon Notice and/or on the remedies available the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available.

10.3... If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right; by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the 'Early Termination Date') for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract; each a Termination Tote') for the liquidated and termination Date, all transactions will terminate transactions, if any, that may not be liquidated and terminated under applicable law (Eccluded Transactions), which Excluded Transactions must be figuidated and terminated under applicable law (Eccluded Transactions), which Excluded Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, lis actual termination date shall be the Early Termination Date for purposes of Section 10.3.1

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract:

Early Termination Damages Apply: 10:3.1 As of the Early Termination Date, the Non Defaulting Party shall determine, in good faith and in a commercially reasonable manner (i) the amount owed (whether or not then due) by each party with respect to all Cas delivered and received between the parties under Terminated, Transactions and Excluded Transactions on and before the Early Termination Date; and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (i) the Market Value, as defined below, of each Terminated Transaction; The Non-Defaulting Party shall (X), liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction and market Value exceeds the Contract value and to belief if the opposite is the case; and (y) where appropriate, discount logich amount then due; under clause (x) above to present value in a commercially reasonable manner, as of the Early Termination Date (to take account of the period below; being of a contract value and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions of the provide such and the such amount would have otherwise been due pursuant

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Markel Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Markel Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Markel Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas tutures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the terminand differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and

Copyright @ 2006 North American Energy Standards Boerd, Inc. All Rights Reserved Page 8 of 14 NAESB Standard 6.3.1 September 5, 2005

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 74 of 99

Market Values. For the avoidance of transaction shall be considered in deter present value shall be determined by the	mining Contract Values	and Market Vali	es. The rate of	f interest used	
Early Termination Damages Do Not A					
10.3.1. As of the Early Terminati reasonable manner, the amount owed, between the parties under Terminated T other applicable charges relating to such for which payment has not yet been mad	(whether or not then due ransactions and Exclude deliveries and receipts (i	<ul> <li>by each party d'Transactions recluding without</li> </ul>	with respect to an and before the limitation any a	all Gas delive Early Termin mounts owed u	ered and receiv ation Date and
The parties have selected either "C indicated on the Base Contract.	ther Agreement Setoff				Not Apply"
Other Agreement Setoffs Apply:	<u></u>				
Bilateral Setoff Option:	anting Paul - Paul -				
10.3.2. The Non-Defaulting Party under Section 10.3.1, so that all such as other (the "Net Settlament Amount"). At hereby authorized to setoff any Net Sett any Credit Support Obligation relating to collateral) owed or held by the party th between the parties.	nounts are netted or aggr its sole option and withou ement Amount against (i) the Contract, and (ii) at	egaled to a sing it prior Notice to any margin or ny amount(s) (ir	le liquidated an the Defaulting other collateral I cluding any ext	ount payable b Party, the Non-I leid by a party ess cash marg	y one party to t Defaulting Party in connection w in or excess ca
Triangular Setoff Option:	na na sana Tanàna ao amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin' Faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o a				
under Section 10.3:1, so that all such an other (the 'Net Settlement Amount'). At hereby authorized to setoff (i) any Net S any Credit Support Obligation relating to cash margin or excess cash collateral) c any Net Settlement Amount owed to the cash; collateral) owed by the Non Def arrangement; (iv) any Net Settlement / margin or excess cash, collateral) ower agreement or arrangement; and/or (v) a any excess cash margin or excess cash any other agreement or arrangement.	Its sole option, and without etilement Amount agains the Contract; (ii) any Net wed by of to a party und Non Defaulting Party ag aulting Party, of its Affi Amount owed to the Defa d by the Defaulting Part ny Net Settlement Amoun collateral) owed by the C	It prior Notice to any margin or Settlement Amo ar any other agu linst any amoun liates to the D authing Party ag y to the Non-D nt owed to the D	the Defaulting other collateral, unit against any eement or array (6) (including a afaulting Party ainst any emou efaulting Party of its Affiliates t	Party: the Non-field by a party amount(s) (incl igement between in excess cash under; any oth ht(s) (including or, its Affiliates against any am	Defaulting Party in connection will luding any exce an the parties; ( margin or exce ler agreement any excess ca under any oth lount(s) (includie
Other Agreement Setoffs Do Not Appl	ý kreta a	1442. <u> </u>			
10.3.2 The Non-Defaulting Party under Section 10.3.1, so that all such an other (the, "Net Settlement Amount). All may setoff any Net Settlement Amount a Obligation relating to the Contract.	nounts are nelled or aggr its sole option and with gainst any margin or othe	egated to a sing ut prior Nótice ir collateral held	le liquidated an o the Defaulting	ount payable b Party, the Nor	y one party to the Defaulting Party
1013.3. If any obligation that is unascertained, the Non Defaulting Party respect of the estimate, subject to the N Any arrount not then due which is include net present value in a commercially reas	may in good feilh eslima on-Defaulting Party accou led in any netting, aggreg onable manner determine	ate that obligation unting to the De pation or setoff r d by the Non-Dr	n and net, agg laulting Party w pursuant to Sec faulting Party.	egale of seloff ten the obligati ion 10.3.2 shall	, as applicable, on is ascertaine I be discounted
10.4. As soon as practicable after the Nat Settlement Amount, and whethe shall include a written statement explain to give such Notice shall not affect the against the Non-Défaulting Pariy. The Section 10.3.2, shall be paid by the clos earlier than the Early Termination Date. from the date due until the date of payment Rates' by The Wall Sireet Journal, plus two 10.5. The parties agree that the u States Bankruptcy Code and that Buyer Bankruptcy Code.	r the Net Settlement Amo ing in reasonable detail the allofty or enforceability of Net Settlement Annount is e of business on the secu- interest on any unpaid por- at a rate equal to the lower percent per annum, or (f) the ransactions: hereunder or and Seller are each "forw	unt is due to or e calculation of the liquidation is well as any r ond Business D ion of the Net Se of () the then-eff e maximum appl positiute: a "forward ard contract me	due from the b the Net Settlern or give rise to action applied by following, suc the prime rate colle prime rate coble lawful inter and contract." w rchants" within	on-Defaulting F ent Amount, pr my claim by the gainst such an n Nolice, which as adjusted by s of interest public est rate; thin the mean he meaning of	Party The Noti owded that fellu Defaulting Par nount pursuant date shall not t date shall acc and acc shed under "Mon ing of the Unit the United Stat
10.6. The Non-Defaulting Party's re Party with respect to the occurrence of	of any Early Termination	Date, Each	party reserves	o itself all oth	e Non-Defaultli er rights, setof
counterclaims and other defenses that it Copyright © 2006 North American Energy Sta		ising from the C	Jimact.		ESB Standard 6.3

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 75 of 99

> :. 1000

÷

:

.;

With respect to this Section 10, If the parties have executed a separate netting agreement with close-out netling 10.7 provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith

ter an and the second second second states the second second second second second second second second second s

#### SECTION 11. FORCE MAJEURE

Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4; and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landsildes, lightning; earthquakes, fires, storms or storm warnings; such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or times of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (ii) heather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) heather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (ii) heather related events affecting in entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (ii) heather related events or other industrial disturbances, region, such as entires, lockouts or other industrial disturbances, region, such as entires, lockouts or other industrial disturbances, regulation, or policy having the effect of law promulgated by a governmental authority having jurgacidion. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11:3. Nellher party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the cuntalment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of Such covenants or obligations with reasonable (dispatch, or (iii) economic hardship, to incude, without limitation, Seller's ability lo sell. Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract: (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Selfer's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may 11.5 be given orally, however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Maleure provisions in a Transaction Confirmation executed in writing by both parties.

#### SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6; Section 10, Section 13, the obligations to make payment hereunder. and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction

# SECTION 13. LIMITATIONS

SECTION 13. LIMITATIONS FOR BREACH OF, ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BELIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION. A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN A TRANSACTION. A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY. SHALL BE LIABLE. FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, IEXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATTEE, IN TOR OR ONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHER BUSINESS. INTERRUPTION DAMAGES, BY STATTEE, INTO TO ROMITICAL OTHER ANY INDEMNITY PROVISION OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATTE, INTO ROMATING OR AND REMEDIS AND THE MEASURE OF DAMAGES' BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF, ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY PARTY, WHETHER SUCH PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES REQUIPED TO BE PAID HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS:

Copyright @ 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 10 of 14

NAESB Standard 6.3.1 September 5, 2006

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 76 of 99

ŧ٩

### SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day, following the affected Day then the replacement price for the Floating Price) for the affected Day and if the parties shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Cas for the affected Day of a similar quality and quantity in the geographical location closes in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the reverage of the other party's two clotes shall determine the replacement price for the Floating Price. "Floating Price" means the nice or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means; with respect to an Index specified for a transaction, any of the following events: (a) the failure of trading or here work to ensure a transaction, any of the following events: (a) the failure of reading or permanent discontinuation or malerial suspension of trading to the exchange or market acting as the index; (d) the temporary or permanent closing of any exchange acting as the index. For the purposes of the calculation of a relating in the following or permanent closing of any exchange acting as the index in the incertain the interased by one and if the floating Price has occurred. For the purposes of the calculation of a greeding in the temporary or permanent closing of any exchange acting as the index: (a) the temporary or permanent closing of any exchange acting as the index in the purposes of the calculation of a replacement price for the floating Price has occurred. For the purposes of the calculation of a replaceme

The second second of the second second second second second second second second second second second second se

#### SECTION 15. MISCELLANEOUS,

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and hers of the respective parties hereio, and the covenants, conditions, rights and obligations of this Contract. shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from flability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements; or (i) transfer its interest to any guernt or Affiliate by assignment, merger or otherwise without the prior approved of the other party. Upon any such assignment, transfer and assumption, the transfer assigning in the relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having [unisdiction, such determination shall not invalidate, void; or make unenforceable any other provision, agreement or covenant of this Contract and any other provision, agreement or covenant of this Contract and any other provision agreement or covenant of this Contract and any other provision agreement or covenant of this Contract agreement or covenant of this Contract agreement or covenant of this Contract agreement or covenant of the covenant of t

15.3: No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction

15.6 This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties; their facilities; or Gas supply, this Contract or transaction or any provisions thereot.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authonty to enter into and perform this. Contract, Each person who executes this Contract on behall of either party represents and warrants that it has full and complete authonty to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15:10. Unless the parties have elected on the Base Contract not to make this Section 15:10 applicable to this Contract; heilher party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (dither than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's essets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary for the entorcement of this Contract, (iii) to the extent necessary to implement any transaction; (iv) to the extent necessary to right any equivalence of the party second of the party second of the extent necessary to comply with a regulatory agency's reporting requirements including but not imited to gas cost recovery proceedings; or (v) to the extent increasing of calculating a published index; Each party shall hold; the chier party or any proceeding of which it is aware which may result in disclosure of the terms of any transaction (offer than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Social to the terms of any transaction of the terms of a section with this confidentiality obligation. The terms of any transaction hereunder shell be kept confidential by the parties for one year from the experimentation of the contract is not subject to this confidentiality obligation. The terms of any transaction hereunder shell be kept confidential by the parties hereto for one year from the expiration of the terms account of any transaction hereunder shell be kept confidential by the parties hereto for one year from the expiration of the terms account of any transaction hereunder shell be kept confidential by the part

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure,

Copyright © 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 11 of 14. NAESB Standard 6.3.1 September 5, 2006 i

į,

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 77 of 99

of similar restraints with res 15,11. The parties ma	pect to such dise	closure at the expen	se of the other	party.		tain protective orders
Transaction Confirmation e	xecuted in writing ecuted Base: Co confirmation, if Confirmation, if , and all comput ministrative proc business record g, the Transactic	by both parties ntract; Transaction and disks (the "Imag introduced as evid er records of the fo gedings will be ad s originated and m or Confirmation; or t	Confirmation o ed Agreement") ence in automa regoing, if intro- nissible as beh aintained in do te imaged Agre	r other relat ). The Image ated facsimile duced as evi ween the par ocumentary f cement on the	ed document may d Agreement, if int e form, the record dence in printed fo ties to the same o orm. Neither Part e basis that such y	ing, if introduced as irmat, in any judicial, extent and under the y shall object to the vere not originated or
DISCLAIMER: The purposes of sale of natural gas. Further, NAE THIS CONTRACT ACKNOWLE REPRESENTATIONS, EXPRES ANY, AND ALL IMPLED WARR ANY PARTICULAR PURPOSE AWARE OF ANY SUCH PURPO COURSE OF DEALING: EACH DIRECT, SPECIAL, INCIDENTAL	5B Coes not mendat DGES AND AGREE S OR IMPLIED, DR ANTIES OR CONDI WHETHER OR NO SE), WHETHER AL USER OF THIS CO	e life use of this Contrac S TO NAESE'S DISCL AL OR WRITTEN, WITI TIONS OF TITLE, NON T NAESE KNOWS, HA LEGED TO ARISE BY. NTRACT ALSO AGREI NITRACT ALSO AGREI	L BY any pany MA AIMER OF, ANY A I RESPECT TO TI INFRINGEMENT, S REASON TO KN LAW, BY REASO ES THAT UNDER	ESB DISCLAIN IND ALL WAR HIS CONTRAC MERCHANTA NOW, HAS BEE N OF CUSTON NO CIRCUMST	AND EXCLUDES, RANTIES, CONDITIO T OR ANY PART THI BILITY, OR FITNESS IN ADVISED, OR IS ( OR USAGE IN THE VANCES WILL NAES	AND ANY USER OF NS OR REOF, INCLUDING OR SUITABILITY FOR OTHERWISE IN FACT TRADE, OR BY B BE LIABLE FOR ANY
				and a second second second second second second second second second second second second second second second		

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 78 of 99

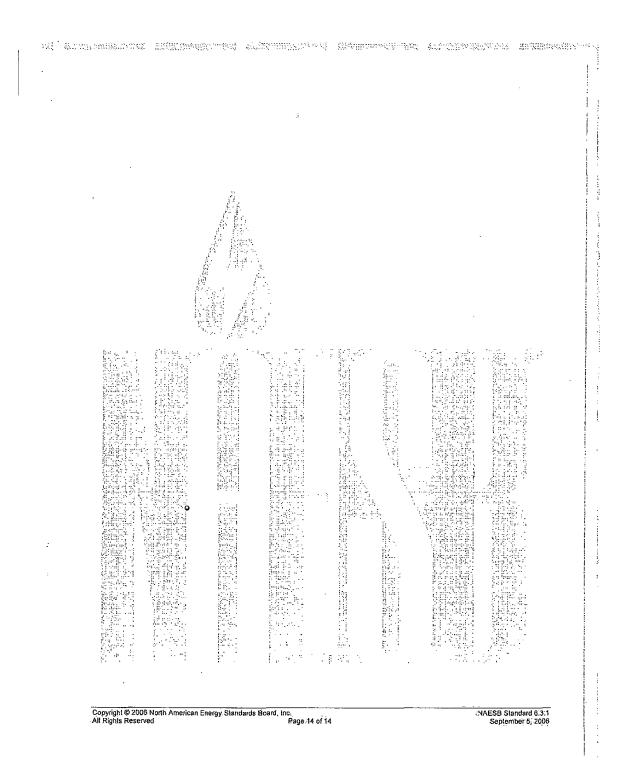
			ON CONFIRM			EXHI
Letterhead/	Logo			Date: Transāctio	n Confirmation #:	
This Transaction Confirmation terms of this Transaction Con specified in the Base Contract	nfirmation are b	he Base Contract inding unless disp	between Seller uted in writing v	and Buyer c within 2 Busi	lated ness Days of receip	, The t unless otherwise
SELLER:	<i>i</i> At		BUYER:			
			Altr:			
Phone:			Phone: Fax:			
Transporter	harden 🔬		Base Contra Transporter	: <u></u>		
Transporter Contract Number	6 <u>.101 - 101</u> 114 <u>1 - 1</u> 14		Transporter	Contract Nu	mber:	<u> </u>
'Contract Price: \$/MM	Btu or					····
Delivery Period: Begin:			End:			
Performance Obligation and	d Contract Qu	2 X Y 1 2 2 Y 1	1.914			
Firm (Fixed Quantity):		Circle Olerate	SIÉ Na Ostana.			Standy Star (1997) Line Starting
MMBtus/day		M	ble Quantity): (Blus/day Minii	num	Interrupti Up to	
0 EFP		MN	/Blus/day Maxi	mum		
- 방송방 김 승규가 있는 것 같아요.		Buyer or	ection 4.2. at e ⊓ Seller	Intection of		
					7 3. 5 199.8	10 C C C C C C C C C C C C C C C C C C C
Dellvery Point(s):	REPORT	A second se				
(If a pooling point is used, list	a specific geog	raphic and pipelin				
(If a pooling point is used, list Special Conditions:		raphic and pipelin				100 antes 10
(If a pooling point is used, list Special Conditions:	a specific geog	staphic and pipelin		72.44 		
(If a pooling point is used, list	a specific geog	raphic and pipelin				
(If a pooling point is used, list Special Conditions:	a specific geog	raphic and pipelin				
(If a pooling, point is used, list Special Conditions:	a specific geog	raphic and pipelin			Hill Lingtons, Statistical and statistic statistical and statistic	
(If a pooling point is used, list Special Conditions: Soller: By:	a specific geog	raphic and pipelin	Buyer:	<u>) 1203</u> (1213		
(If a pooling point is used, list Special Conditions: Special Conditions: Seller: By:	a specific geog	raphic and pipelin	Buyer:			
(If a pooling, point is used, list Special Conditions: Seller: By: Title:	a specific geog	raphic and pipelin	Buyer: By: Tritle:			
(If a pooling point is used, list Special Conditions: Seller: By:	a specific geog		Buyer:			

Copyright @ 2006 North American Energy Standards Board, Inc. All Rights Reserved Page 13 of 14

NAESB Standard 6.3.1 September 5; 2006

2444 A

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 79 of 99



The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 80 of 99

a contract the second second second

A 10.04

### SPECIAL PROVISIONS

GDF SUEZ Gas NA LLC., Delaware limited liability company ("GSGNA"), and Boston Gas Company d/b/a National Grid ("Boston Gas"), a corporation duly organized under the laws of the Commonwealth of Massachusetts, hereby agree, effective as of December 19, 2011 ("Effective Date"), to the following special provisions ("<u>Special</u> <u>Provisions</u>"), which hereby modify and amend the North American Energy Standards Board, Inc. ("NABSB") Base Contract for Sale and Purchase of Natural Gas, dated and effective between GSGNA and Boston Gas as of the Effective Date ("<u>Base Contract</u>"). Unless specifically agreed to otherwise in a Transaction Confirmation by the parties, the Base Contract, as modified by these Special Provisions, shall apply to all transactions for the purchase and sale of Gas and LNG between the parties. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract.

- Section 2.6 is aniended by replacing "Federal-Banking Holidays" with "Federal Reserve Bank holidays".
- (2) Section 2.30 is deleted in its entirety and replaced with the following:

"2.30. "Specified Transaction(s)" shall mean any other transaction or agreement now existing or hereafter entered into between Party A and Party B, including, but not limited to any commodity or financial derivative agreement or transaction, and any other transaction or agreement (between the parties or the parties' Affiliates) identified as a Specified Transaction under the Base Contract; *provided, however*, that "Specified Transaction(s)" shall not include any agreement entered into between Party A and Party B prior to the Effective Date."

(3) The definition of "Termination Option" contained in Section 2.34 is deleted in its entirety and replaced with the following:

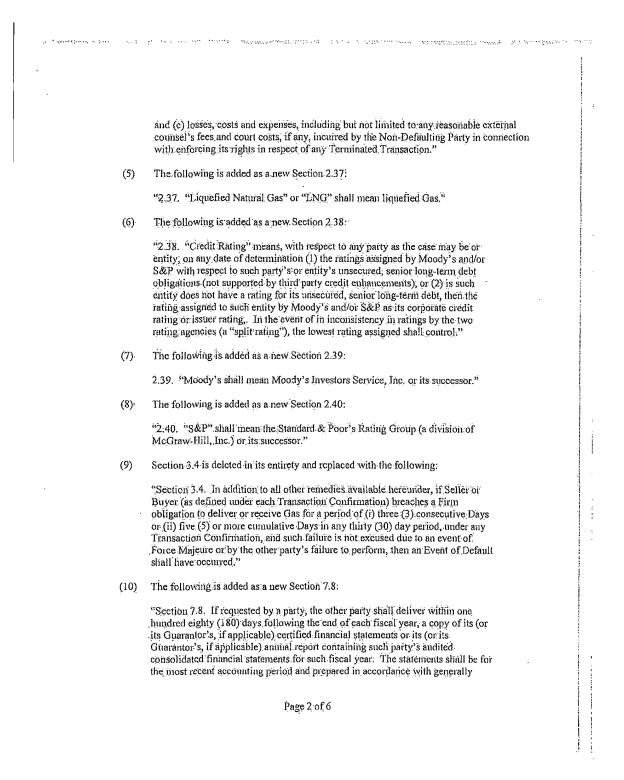
"2.34. "Termination Option" shall mean the option of either party to terminate a transaction under this Base Contract in the event that the other party fails to perform a Firm Obligation to deliver Gas, in the case of Seller, or to receive Gas, in the case of Buyer, (where Seller and Buyer are defined in each Transaction Confirmation), as specified in Section 3.4 herein."

(4) The following is added as a new Section 2.36.

"2.36. "Costs" shall mean: (a) losses, costs and expenses associated with transmission or transportation related to any Terminated Transaction that are incurred by the Non-Defaulting Party and which cannot be avoided through the Non-Defaulting Party's reasonable efforts; (b) brokerage fees, commissions and other similar losses, costs and expenses reasonably incurred by the Non-Defaulting Party by liquidating any Terminated Transaction or by entering into new arrangements to replace any Terminated Transaction;

Page 1 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 81 of 99



The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 82 of 99

ŝ

÷

accepted accounting principles, provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default pursuant to Section 10.2(vi) so long as the party diligently pursues the preparation, certification and delivery of the statements; and provided further that: (i) if such party is required to make its audited financial statements available to the public, then the requesting party shall use public sources to obtain such information, and (ii) with respect to GSGNA, which does not prepare and report financial statements, the requesting party agrees that it will accept for review in lieu thereof, the financial statements of GDF SUEZ Energy North America, Inc., GSGNA's parent company."

and the second second second second second second second second second second second second second second second

(11) 10.1 Section 10.1 is deleted in its entirety and replaced with the following:

If a Party (a "Reviewing Party") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether of not then due). by the other party ("Debtor Party") (including, without limitation, the occurrence of a material change in the creditworthiness of Debtor Party or Debtor Party's Guarantor, if applicable), the Reviewing Party may demand from the Debtor Party (through written notice) Adequate Assurance of Performance. For purposes of this section, "Adequate Assurance of Performance" shall mean sufficient security in a form, amount (not to exceed the amount that would be computed under section 10.3.1 in the event that the date of demand for Adequate Assurance of Performance was designated as an Early Termination Date exclusive of any Costs), for a term and from an issuer, all as reasonably acceptable to Reviewing Party, including but not limited to (i) cash; (ii) a cash prepayment; (iii) a standby irrevocable letter of credit issued by a United States commercial bank with at least ten (10) billion dollars in assets, and a Credit Rating of at least A2 by Moody's and A by S&P; or (iv) any financial security in a form satisfactory to the. Requesting Party. The Debtor Party hereby grants to the Reviewing Party a continuing first priority security interest in, lien or, and right of setoff against all Adequate Assurance of performance in the form of cash transferred by Debtor Party to Reviewing party pursuant to this Section 10.1. Upon the return by Reviewing Party to Debtor Party of such Adequate Assurance of Performance, the security interest and lien granted hereinder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party

(12) Section 10.2 is amended by deleting the word "or" immediately before "(ix); and adding the following language immediately after the words "Additional Event of Default contained in Section 10.2(ix)":

"or, (x) fail to deliver or receive Gas under a Firm obligation as provided in Section 3.4 above."

(13) Section 10.2 is amended by adding the following as a new sentence after the word

Page 3 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 83 of 99

> > þ

ļ

THAT THE PART OF

ĩ

### "hereunder." at the end of the paragraph:

An example of the manager and a

"Any such election by the Non-Defaulting Party to withhold and/or suspend deliveries or payments as a consequence of an Event of Default (including any such actions taken by the Non-Defaulting Party pursuant to Section 3.4); shall not relieve the Defaulting Party of any obligations with respect to any Transaction Confirmation under this Base Contract."

we we have an equilate the generation of the second s

(14) Section 10.3.1 (Early Termination Damages Apply) is amended by adding the following as a new sentence after "Transactions)," at the end of the first paragraph:

"In addition, the Non-Defaulting Party may adjust the amount owed to account for any Costs incurred by the Non-Defaulting Party as a result of the termination, acceleration and liquidation of any Terminated Transaction."

(15) Section 10.3.2 "Triangular Setoff Option" shall be amended by deleting the following after the words "Defaulting Party" and before the word "to" in the 12<sup>th</sup> line of Section 10.3.2(v):

"... or its Affiliates ... ".

(16) Section 11.3 is amended by adding the following after the word "excuse" in subsection 11.3(ii) in the third (3rd) line;

"failed to use reasonable efforts to overcome the condition or".

(17) Section 15,1(ii) is amended by inserting the following between the word "party" and the period at the end of the sentence;

"; provided; however, such assignee has provided such guarantees, letters of credit or other assurances of its ability to perform as the non-assigning party may, in its sole opinion, require".

(18) The following is added as a new Section 15.13:

"15.13 ANY PARTY BRINGING A LEGAL ACTION OR PROCEEDING AGAINST ANY OTHER PARTY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION SHALL BRING THE LEGAL ACTION OR PROCEEDING IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IN ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW: (A) ANY OBJECTION WHICH IT MAY NOW HAVE OR LATER. HAVE TO THE LAYING OF VENUE OF ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF

Page 4 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 84 of 99

į k

ì

OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION BROUGHT IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR ANY COURT OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY, AND (B) ANY CLAIM THAT ANY ACTION OR PROCEEDING. BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY TO THIS BASE CONTRACT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND ITS APPELLATE COURTS FOR THE PURPOSES OF ALL LEGAL ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY TRANSACTION CONFIRMATION."

And a conservation of the and a conservation and a service of the

(19) The following is added as a new Section 15.14:

"15.14. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS BASE CONTRACT OR ANY OTHER DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS BASE CONTRACT AND THE TRANSACTIONS CONTEMPLATED HEREBY, BY AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION."

(20) The following language is added as a new Section 15.15:

"15.15. With regard to references to Imbalance Charges in Sections 2.19, 2.22, 3.2, 4.3, 11.1 and 11.3, it is understood and agreed that upon receiving Notice of Force Majeure, the party not claiming Force Majeure shall adjust nominations with its Transporter(s) to account for any change in quantities to be delivered or received. Such nomination change shall be made immediately, if feasible, or as soon as practicable but not later than the next intraday nomination cycle following receipt of such Notice of Force Majeure."

[This section intentionally left blank]

Page 5 of 6

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 85 of 99

and was a survey a  $q_{1}^{2} \in \mathbb{C}_{2}$ à S2102-1-1 IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties: GDF SUEZ Gas NA LLC BOSTON GAS COMPANY D/B/A NATIONAL GRID M By: By: WENTER THE PARTY OF Name: Joseph P. Murphy. Name:\_ J Vice President, Sales & Marketing New Eastern Region Title Title:

Page 6 of 6

÷

ŝ

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 86 of 99

### GDF SUEZ GAS NA LLC

### Liquefied Natural Gas Annex to the North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas

### Section 1. Applicability

This Liquefied Natural Gas Annex ("LNG Annex") only applies to the sales of Liquefied Natural Gas by Seller on a firm or interruptible basis pursuant to the 2006 North American Energy Standards Board Base Contract for Sale and Purchase of Natural Gas dated as of December 19, 2011 ("Base Contract"), between GDF SUEZ Gas NA LLC as Seller and Boston Gas Company d/b/a National Grid as Buyer. This LNG Annex incorporates by reference the terms of the Base Contract, as amended by any Special Provisions agreed by the parties. This LNG Annex shall not apply to deliveries of Gas as the term is defined in the Base Contract.

### Section 2. Definitions

The following terms shall have the meaning ascribed to them below. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Base Contract,

- 2.1. "Gross Heating Value" means, when applied to vaporized LNG, the number of Btus produced by combustion of one (1) cubic foot of water-free vaporized LNG, measured at 60° Fahrenheit and at a pressure of 14.73 pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to 60° Fahrenheit at a pressure of 14.73 pounds per square inch absolute and water formed by combustion is condensed to a liquid state.
- 2.2. "Liquefied Natural Gas" or "LNG" means Gas at or below its boiling point at or near atmospheric pressure.
- 2.3. "LNG Annex" has the meaning set forth in Section 1 hereof.
- 2.4. "LNG Trucks" has the meaning specified in Section 4.2.ii.
- 2.5. "Standard Cubic Foot" or "SCF" means a volume of Gas that occupies one (1) cubic foot of volume at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 pounds per square inch.
- 2.6. "Terminal" means any currently existing or future facilities, located either offshore or onshore, and any and all port, marine or other facilities ancillary thereto (including the pilot boarding station and any navigation buoys), that are capable of, or when completed will be capable of, being used for the berthing,

1

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 87 of 99

unberthing, or servicing of LNG vessels and the receiving, storing, regasifying, or transporting of LNG.

### Section 3. Quality

- 3.1. LNG delivered by Seller shall, upon delivery at the Terminal, have a Gross Heating Value, Wobbe Index, and composition when vaporized conforming to the following specifications prior to odorization:
  - i. a Gross Heating Value of between 967 Btu/SCF and 1,110 Btu/SCF;
  - ii. a Wobbe Index range of between 1,314 and 1,400;
  - iii. constituent elements the percentage of which may vary within the following limits (in molecular percentage):

combined nitrogen $(N_2)$ and oxygen $(O_2)$	not to exceed 2.75
oxygen (O <sub>2</sub> )	not to exceed 0.2
carbon dioxide (CO <sub>2</sub> )	between 0 and 2.00
ethane and heavier hydrocarbons (C2+)	not to exceed 12.00
butanes and heavier hydrocarbons (C4+)	not to exceed 1.50

- iv. An amount of H<sub>2</sub>S not to exceed 0.5 grains per hundred cubic feet; and
- v. An amount of total sulfur not to exceed 10 grains per hundred cubic feet.
- 3.2. The quality of the Gas to be derived from LNG delivered to Buyer hereunder is in accordance with those Gas quality and interchangeability standards adopted by Algonquin Gas Transmission, LLC pursuant to an Order on Contested Settlement issued by the Commission on February 19, 2009, in Docket No. RP07-504-000.
- 3.3. Determination of Gross Heating Value of Liquid LNG
  - Seller shall obtain at least one sample of LNG cach Day delivery is made to any Buyer. The composition of each sample shall be determined by Seller by chromatographic analysis, and the Btus per pound of LNG for each sample shall be calculated by reference to the table below:

Component	Molecular Weight (Lb/Lbmol)	Gross Heating Value (Btu/pound)
Methane	16.042	23885.11
Ethane	30.068	22323.40
Propane	44.094	21663.58
Isobutane	58.120	21237.06
Normal Butane	58.120	21298.97
Nitrogen	28.016	0.00

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 88 of 99

- ii. The Btus per pound of LNG shall be determined each Day LNG is delivered to any Buyer or for any Buyer's account and shall be the weighted average of all samples taken that Day from LNG flowing from each tank at the Terminal. If any sample or the results thereof are determined to be unsatisfactory in the reasonable judgment of Seller, the results of that sample will not be used in the calculation of the average Btus per pound of LNG for such Day. Should such sample be the only sample taken that Day, or if samples should not be taken for any reason, then the average Btus per pound for that Day shall be the most recent Day's Gross Heating Value reasonably satisfactory to Seller.
- 3.4. Measurement of Quantity of LNG
  - i. Equipment. Where LNG is delivered at the Terminal to LNG Trucks, Seller shall maintain and operate at its Terminal truck scales for weighing such LNG Trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.
  - ii. Delivery to LNG Trucks. Where LNG is delivered at the Terminal to LNG Trucks, the LNG Trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered. The most recent Btu/SCF equivalent of LNG delivered to LNG Trucks shall be shown on each bill of lading.
  - iii. Calculation of Quantity Delivered. The total Btus delivered each Day shall be calculated by multiplying the average Btus per pound of LNG determined for each delivery Day by the weight of LNG delivered during that Day.
- 3.5. Verification of Measurement
  - i. Buyer's Right To Verify Quality or Quantity. Buyer shall have the right, at its own expense, to verify in any reasonable manner with its own equipment or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Section 3.3 or Section 3.4 of this LNG Annex, and Seller shall cooperate fully with Buyer in any exercise of this right.
  - ii. Access to Equipment and Records. Each party shall have the right to be present at the time of any installation, reading, cleaning, changing, repair, inspection, testing, calibration, or adjustment done in connection with the other's measurement of deliveries of LNG hereunder.
- 3.6. Correction of Errors of Meters

The quantity of LNG delivered hereunder during periods when the measuring equipment is out of service or registering inaccurately shall be estimated as follows:

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 89 of 99

- i. If, upon testing, any equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly;
- ii. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for the period since the last test in which such error is known to have existed or which may be agreed upon by the parties. If the period of such error is not known definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of last test, not to exceed a correction period of sixteen (16) days.
- iii. If no tests have been performed to determine the degree of inaccuracy, or if the measuring equipment is out of service, the quantity of LNG delivered shall be estimated as follows:
  - A. by using the registration of any check meter or meters if installed and accurately registering, or in the absence thereof,
  - B. by correcting the error, if the quantity or percentage of such error is ascertainable by calibration, test, or mathematical calculation; or if the procedures in neither the preceding subparagraph A. nor this subparagraph B. is available,
  - C. by relating the quantity of LNG delivered hereunder during periods when the measuring equipment was out of service or registering inaccurately to LNG deliveries that occurred during periods under similar conditions when the measuring equipment was deemed to have been in service and registering accurately.
- 3.7. Test of Meters

The accuracy of any measuring equipment for LNG, other than recording calorimeters, installed by either party shall be verified at reasonable intervals by the installing party upon notice given to the other party. Either party shall notify the other when it desires a special test of any measuring equipment other than recording calorimeters installed by either party, and the parties shall thereupon cooperate to secure a prompt verification of the accuracy of such equipment; provided that no party shall be required to verify the accuracy of its equipment more frequently than once in any fourteen (14) Day period. Recording calorimeters shall be verified by the installing party not less than once per Day at

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 90 of 99

approximately the same hour each Day while in use, and if requested, in the presence of representatives of the other party.

3.8. Preservation of Records

Each party shall preserve all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 3 for a period of at least two (2) years from the Month to which such data, charts, and other similar records relate.

3.9. Odorization of LNG

LNG delivered as liquid hereunder shall be free of odorant compounds, and Buyer shall indemnify and hold Seller harmless from all claims and damages, including suits, actions, damages, costs, losses and expenses, arising by reason of any failure of Buyer to odorize such LNG after its receipt at the point of delivery.

### Section 4. Notices and Nominations

- 4.1. Each party shall provide the following notices and communications by telephone, electronic mail or facsimile to the other party at the address agreed upon, and such other party shall confirm such notices and communications to the sending party in writing or by telephone at the address agreed upon within twenty-four (24) hours following its receipt of the telephone, electronic mail or facsimile communication:
  - i. Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.
  - ii. Requests for delivery of LNG to LNG Trucks.
  - iii. Notices of an emergency nature.
- 4.2. Subject to Seller's receipt of forty-eight (48) hour's advance notice from Buyer, Seller shall deliver liquid LNG to Buyer under the following conditions:
  - i. LNG trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following specifications:
    - A. a minimum capacity of six thousand (6,000) gallons;
    - B. a maximum pressure at time of loading of fifteen (15) psig;
    - C. pre-cooled to at least negative two hundred forty degrees (- 240°) Fahrenheit;
    - D. the previous cargo contained in such truck or trailer shall have been LNG, or documentation shall be provided certifying that inert purge followed by pre-cooling with LNG has been carried out; and

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 91 of 99

- E. safe operating conditions, including compliance with the requirements of all applicable federal, state and local laws and regulations.
- ii. Any truck or trailer complying with the conditions of Section 4.2.i shall be a "LNG Truck."
- iii. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's sole option, Seller may make available to Buyer additional LNG for use in cool-down, which LNG will be sold to Buyer at the price provided in the Transaction Confirmation.
- iv. Seller shall use commercially reasonable efforts to deliver LNG on less than forty-eight (48) hours' notice upon the request of Buyer.

### Section 5. Amendments to Base Contract

- 5.1. The following Sections of the Base Contract are amended by inserting "or LNG" after each occurrence of the word Gas: 1.1;1.2; 2.3; 2.10; 2.11; 2.12; 2.27; 2.30; 2.34; 3.2; 4.1; 6; 7.6; 8.1; 8.2; 8.3; 8.5; 11.3; 11.5; 14 and 15.6.
- 5.2. Section 2.14 of the Base Contract is amended by inserting the following immediately after the word "transaction":

"provided that, for purposes of delivery of LNG, a "Day" mean a period of 24 consecutive hours, commencing at 9:00 a.m. in the central time zone."

5.3 Section 5 of the Base Contract is amended by adding the following sentence to the end of the paragraph:

"Notwithstanding the foregoing, LNG delivered by Seller shall comply with the specifications specified in the LNG Annex."

- 5.4 Section 7.1 of the Base Contract is amended as follows:
  - i. insert "or LNG" between "Gas" and "delivered"; and
  - ii. after the words "Scheduled Gas" add the words, "or, in the case of LNG deliveries, the quantity of LNG delivered, determined in accordance with the LNG Annex".
- 5.5 Section 10.3.1 ("Early Termination Damages Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas" in the second line of the first paragraph and the first and second lines of the second paragraph.
- 5.6 Section 10.3.1 ("Early Termination Damages Do Not Apply") of the Base Contract is amended by inserting "or LNG" after the word "Gas."

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 92 of 99

5.7 Section 11.2 of the Base Contract is amended by deleting the first sentence thereof and replacing it with the following:

"The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at Seller's Terminal, or the inability of Seller to deliver LNG, Force Majeure on or of any third party providing transportation service of LNG for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of LNG supply affecting Seller's ability to perform in whole or in part, and any other cause, whether of the kind enumerated herein or otherwise and which it could not with the exercise of due diligence have avoided; such term shall likewise include those instances where:

- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; and
- ii. either party is required to secure permits or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.
- 5.8 Section 11.3 of the Base Contract is amended by deleting the following language and punctuation from the end of the Section: "; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2." and by adding a period at the end of subsection (iv) in place of the semicolon.

[The rest of this page intentionally left blank]

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 93 of 99

ţ

IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

By:

Name: Joseph P. Murphy Title: Vice President, Sales & Marketing, Eastern Region BOSTON GAS COMPANY D/B/A NATIONAL GRID

By:\_\_\_\_ Name: Vau Chn V Title: prized ton 2 M

į

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 94 of 99

		TDANGACTI		EXHIBIT
			ION CONFIRI	
	GDF SUEZ GAS NA	LLC		Date: March 28, 2013
				Transaction Confirmation: NSB039-5
this Transac	action Confirmation is ction Confirmation are the Base Contract.	subject to the Base Contrac binding unless disputed in	ct between Se writing within	eller and Buyer dated December 19, 2011. The terms of two (2) Business Days of receipt unless otherwise
Seller or Pa	arty A.	7 8	Buyer	or Party B:
	Gas NA LLC			Gas Company d/b/a National Grid
20 City Squ	are, Suite 3		c/o Natio	
	n, MA 02129			in Road, E3/606
	act Administration			n, MA 02451
	(617) 886-8705 (617) 381-8605			rector Gas Supply Planning ne: (781) 907-1639
	act No.: NSB039	6 AN		ic Mail: elizabeth.arangio@nationalgrid.com
		10000		
	iod: Service under to November 30, 2013,		on shall comm	nence on April 1, 2013, at 10:00 a.m. and run through
Performance	Obligation and Cor	tract Quantity: Firm Liqu	id Service	
purchase an quantity ("Ma per day, (ii) a monthly quan Period as se	d accept, on a firm ba aximum Daily Quantity a minimum monthly qu ntity ("Maximum Mont t forth below, and (iii)	isis, subject to the terms an v" or "MDQ") of up to appro- uantity ("Minimum Monthly hly Quantity" or "MaxMQ")	nd conditions s iximately (i) 13 Quantity" or "I of LNG, such ot to exceed 1	arty B at the Point(s) of Delivery and Party B agrees to set forth in this Base Contract, a maximum daily 3,000 MMBtu (up to thirteen (13) truckloads*) of LNG MinMQ <sup>-1</sup> ) of LNG and a not to exceed maximum MinMQ and MaxMQ in each Month of the Delivery ,480,000 MMBtu during the term of the Delivery r.
		lly agree that the MinMQ an Delivery Period are as follo		LNG that Party B may purchase in
Month:	MinMQ:	MaxMQ (of LNG):	and the second second	
April	111,000 MMBtu	up to 259,000 MMBtu		
May	74,000 MMBtu	up to 222,000 MMBtu		

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 95 of 99

81,400 MMBtu 135,050 MMBtu	up to 229,400 MMBtu up to 283,050 MMBtu
	up to 283,050 MMBtu
159,100 MMBtu	up to 307,100 MMBtu
111,000 MMBtu	up to 259,000 MMBtu
290,450 MMBtu	up to 438,450 MMBtu
Not applicable	up to 74,000 MMBtu

Notwithstanding this monthly schedule, the MinMQ set forth herein represents the minimum delivery obligation that Party A endeavors to provide to Party B during the Delivery Period, provided, however that such MinMQ shall in no event be construed as a minimum purchase obligation by Party B during the Delivery Period.

\*The number of truckloads set forth herein is approximate and may vary depending on the size of Party B's LNG truck(s) dispatched to Party A's Facility to receive such LNG. Nevertheless, the firm service available to Party B herein shall in no event exceed the MDQ, MaxMQ and Contract Quantity as stated herein.

### Delivery Point(s):

For firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("Facility"). Notwithstanding the foregoing, Seller hereby reserves its right to leed trucks at one or more Terminal(s) or secondary delivery point(s) other than the Facility (such other Terminal(s) or secondary delivery point(s), whether one or more, hereinafter referred to as the "Secondary Delivery Point"), as well-as-to-make deliveries to Buyer at Buyer's facilities, at the Contract Price.

### Special Conditions:

1) Transportation of LNG from the Facility shall be scheduled by Party B. All costs associated with such transportation shall be the responsibility of Party B.

2) Seller and Buyer acknowledge and agree that for purposes of LNG sales described in this Transaction Confirmation, the terms and conditions of the Base Contract, as modified and supplemented by the terms and conditions of the Special Provisions and the LNG Annex, shall govern all sales of LNG; provided however, that in the event of a conflict between the terms and conditions of (i) the Transaction Confirmation, (ii) the LNG Annex, (iii) the Special Provisions, and (iv) the Base Contract, the terms and conditions of (i) the Transaction Confirmation, (ii) the LNG Annex, (iii) the Special Provisions, and (iv) the Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.

3) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions, and the LNG Annex.

Seller or Party A:		Buyer or P	arty B:	
GDF SUEZ Gas NA LLC		Boston Ga	Company d/b/a National Grid	
By: TMBGTREPO		Ву:	the away	CARC
Name: Juan M. Restrepo		Name:	John V. pagini	and the second se
Title: Vice President		Title:	Authorized Signatory	
Date: March , 2013	MAS COM	Date:		

JA

W are

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 96 of 99

EXHIBIT A

GDF SUEZ GAS NA LLC       Date: March 28, 2013         Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.         SELLER:       BUYER:         Colonial Gas Company d/b/a National Grid c/o National Grid       Colonial Gas Company d/b/a National Grid d/o National Grid         20 City Square, Suite 3       Charlestown, MA 02129         Attn: Contract Administration       Hattnm, MA 02451         Telephone: (617) 381-8605       Electronic Mail: john.alloca@us.ngrid.com         Base Contract No.: NSB039       Electronic Mail: john.alloca@us.ngrid.com         Base Contract No.:       Contract Price: Buyer shall pay to Seller a Contract Price equal to the following two (2) components:				FION CONFIRMATION IEDIATE DELIVERY
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.         SELLER:       GDF SUEZ Gas NA LLC         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3			FOR IMIN	IEDIATE DELIVERY
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.         SELLER:       BUYER:         CODF SUEZ Gas NA LLC       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       40 Sylvan Road, E3/606         Attn: Contract Administration       Waltham, MA 02451         Telephone: (617) 886-8705       Telephone: (516) 545-3108         Base Contract No.: NSB039       Electronic Mail: john.alloca@us.ngrid.com				
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.         SELLER:       BUYER:         GDF SUEZ Gas NA LLC       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       Colonial Gas Company d/b/a National Grid         Charlestown, MA 02129       40 Sylvan Road, E3/606         Attn: Contract Administration       Waltham, MA 02451         Felephone: (617) 881-8605       Telephone: (516) 545-3108         Base Contract No.: NSB039       Electronic Mail: john.alloca@us.ngrid.com		GDF SUEZ GAS N	ALLC	Date: March 28, 2013
this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.  SELLER: BUYER: Colonial Gas Company d/b/a National Grid Co National Grid Co National Grid 40 Sylvan Road, E3/606 Attn: Contract Administration Telephone: (617) 881-8605 Base Contract No.: NSB039 Electronic Mail: john.alloca@us.ngrid.com Base Contract No.:				Transaction Confirmation: NSB040-2
GDF SUEZ Gas NA LLC       Colonial Gas Company d/b/a National Grid         20 City Square, Suite 3       C/o National Grid         20 City Square, Suite 3       C/o National Grid         Charlestown, MA 02129       40 Sylvan Road, E3/606         Attn: Contract Administration       Waltham, MA 02451         Telephone: (617) 886-8705       Attn: Director, Gas Contracting & Compliance         Facsimile: (617) 381-8605       Telephone: (516) 545-3108         Base Contract No.: NSB039       Electronic Mail: john.alloca@us.ngrid.com         Base Contract No.:       Base Contract No.:	this Trans	action Confirmation an	subject to the Base Contra e binding unless disputed in	act between Seller and Buyer dated December 19, 2011. The terms n writing within two (2) Business Days of receipt unless otherwise
Contract Price: Buyer shall pay to Seller a Contract Price equal to the following two (2) components:	SELLER: GDF SUE 20 City So Charlestov Attn: Com Telephone Facsimile:	Z Gas NA LLC juare, Suite 3 wn, MA 02129 tract Administration s: (617) 886-8705 (617) 381-8605	3	Colonial Gas Company d/b/a National Grid c/o National Grid 40 Sylvan Road, E3/606 Waltham, MA 02451 Attn: Director, Gas Contracting & Compliance Telephone: (516) 545-3108 Electronic Mail: john.alloca@us.ngrid.com
Delivery Period: Service under this Transaction Confirmation shall commence on April 1, 2013, at 10:00 a.m. and run through and including November 30, 2013, at 9:59 a.m. CST.	Delivery Pe	eriod: Service under 1g November 30, 2013	his Transaction Confirmati at 9:59 a.m. CST	on shall commence on April 1, 2013, at 10:00 a.m. and run through
Delivery Period: Service under this Transaction Confirmation shall commence on April 1, 2013, at 10:00 a.m. and run through and including November 30, 2013, at 9:59 a.m. CST. Performance Obligation and Contract Quantity: Firm Liquid Service	and includir	ng November 30, 2013	, at 9:59 a.m. CST.	
Ind including November 30, 2013, at 9:59 a.m. CST.  Performance Obligation and Contract Quantity: Firm Liquid Service  Firm (Variable) Quantity: Party A agrees to sell and make available to Party B at the Point(s) of Delivery and Party B agrees to purchase and accept, on a firm basis, subject to the terms and conditions set forth in this Base Contract, a maximum dally quantity ("Maximum Daily Quantity" or "MDQ") of up to approximately (i) 7,000 MMBtu (up to seven (7) truckloads") of LNG per day, (ii) a minimum monthly quantity ("Minimum Monthly Quantity" or "MinMQ") of LNG and a not to exceed maximum monthly quantity ("Maximum Monthly Quantity" or "MaxMQ") of LNG, such MinMQ and MaxMQ in each Month of the Delivery Period, pus a et forth below, and (iii) a total Contract Quantity not to exceed 840,000 MMBtu during the term of the Delivery Period, pus any	Firm (Varia purchase a quantity ("N day, (ii) a n quantity ("N set forth be	ng November 30, 2013 ce Obligation and Co able) Quantity: Party indaximum Daily Quanti ininimum monthly quan Aaximum Monthly Qua Jow, and (iii) a total Co	, at 9:59 a.m. CST. ntract Quantity: Firm Liqu A agrees to sell and make asis, subject to the terms a y <sup>o</sup> or "MDQ") of up to appre- titly ("Minimum Monthly Quu nitity" or "MaXMQ") of LNG, ntract Quantity not to exce-	uid Service available to Party B at the Point(s) of Delivery and Party B agrees to nd conditions set forth in this Base Contract, a maximum daily oximately (i) 7,000 MMBtu (up to seven (7) truckloads <sup>2</sup> ) of LNG per antity" or "MinMQ") of LNG and a not to exceed maximum monthly such MinMQ and MaxMQ in each Month of the Delivery Period as
ind including November 30, 2013, at 9:59 a.m. CST.	Performant Firm (Varia purchase a quantity ("N day, (ii) a n quantity ("N set forth be additional o Party A anc	ng November 30, 2013 ce Obligation and Co able) Quantity: Party and accept, on a firm by Maximum Daily Quantit ninmum monthly quan Maximum Monthly Qua Now, and (iii) a total Co quantities required to fil d Party B hereby mutue	, at 9:59 a.m. CST. ntract Quantity: Firm Liqu A agrees to sell and make asis, subject to the terms al y' or "MDQ") of up to appro- tity ("Minimum Monthly Quantity" or "MaxMQ") of LNG, ntract Quantity not to exce- II a final truck to capacity: ally agree that the MinMQ a	uid Service available to Party B at the Point(s) of Delivery and Party B agrees to nd conditions set forth in this Base Contract, a maximum daily oximately (i) 7,000 MMBtu (up to seven (7) truckloads*) of LNG per antity' or "MinMQ") of LNG and a not to exceed maximum monthiy such MinMQ and MaxMQ in each Month of the Delivery Period as ed 840,000 MMBtu during the term of the Delivery Period, plus any and MaxMQ of LNG that Party B may purchase in
Ind including November 30, 2013, at 9:59 a.m. CST. Performance Obligation and Contract Quantity: Firm Liquid Service Firm (Variable) Quantity: Party A agrees to sell and make available to Party B at the Point(s) of Delivery and Party B agrees to pourchase and accept, on a firm basis, subject to the terms and conditions set forth in this Base Contract, a maximum daily quantity ("Maximum Daily Quantity" or "MDQ") of up to approximately (i) 7,000 MMBtu (up to seven (7) truckloads") of LNG per day. (i) a minimum monthly quantity ("Minimum Monthly Quantity" or "MinMQ") of LNG and a not to exceed maximum monthly quantity ("Maximum Monthly Quantity" or "MAXMQ") of LNG, such MinMQ and MaxMQ in each Month of the Delivery Period as set forth below, and (iii) a total Contract Quantity not to exceed 840,000 MMBtu during the term of the Delivery Period, plus any additional quantities required to fill a final truck to capacity: Party A and Party B hereby mutually agree that the MinMQ and MaxMQ of LNG that Party B may purchase in sach Month during the term of the Delivery Period are as follows:	Ind includir Performanic purchase a quantity ("M day, (ii) a n quantity ("M additional c Party A ance party  ng November 30, 2013 ce Obligation and Co able) Quantity: Party and accept, on a firm by Maximum Daily Quanti ninimum monthly Quanti aximum Monthly Qua low, and (iii) a total Co quantities required to fil d Party B hereby mutua n during the term of the	, at 9:59 a.m. CST. ntract Quantity: Firm Liqu A agrees to sell and make asis, subject to the terms and y' or "MQQ") of up to appro- titly ("Minimum Monthly Quu ntity" or "MaXMQ") of LNG, ntract Quantity not to excen I a final truck to capacity: ally agree that the MinMQ as Delivery Period are as foll	uid Service available to Party B at the Point(s) of Delivery and Party B agrees to nd conditions set forth in this Base Contract, a maximum daily oximately (i) 7,000 MMBtu (up to seven (7) truckloads*) of LNG per antity' or "MinMQ") of LNG and a not to exceed maximum monthiy such MinMQ and MaxMQ in each Month of the Delivery Period as ed 840,000 MMBtu during the term of the Delivery Period, plus any and MaxMQ of LNG that Party B may purchase in	
Ind including November 30, 2013, at 9:59 a.m. CST.  Performance Obligation and Contract Quantity: Firm Liquid Service  Firm (Variable) Quantity: Party A agrees to sell and make available to Party B at the Point(s) of Delivery and Party B agrees to burchase and accept, on a firm basis, subject to the terms and conditions set forth in this Base Contract, a maximum daily quantity ("Maximum Daily Quantity" or "MDQ") of up to approximately (i) 7,000 MMBtu (up to seven (7) truckloads") of LNG per lay, (ii) a minimum monthly quantity ("Minimum Monthly Quantity" or "MinMQ") of LNG, such MinMQ and MaxMQ in each Month of the Delivery Period as set forth below, and (iii) a total Contract Quantity not to exceed 840,000 MMBtu during the term of the Delivery Period, plus any idditional quantities required to fill a final truck to capacity: Party A and Party B hereby mutually agree that the MinMQ and MaxMQ of LNG that Party B may purchase in each Month during the term of the Delivery Period are as follows:  Month: MinMQ: MaxMQ (of LNG):	nd includir Performan Firm (Varia purchase a quantity ("N ay (ii) a n quantity ("N set forth be additional o Party A ano Party A ano Party A ano Party A ano Party A ano	ng November 30, 2013 ce Obligation and Co able) Quantity: Party and accept, on a firm bi Maximum Daily Quanti ninimum monthly quan faximum Monthly Qua faximum Monthly Quan faximum Monthly Quantities required to fil d Party B hereby mutuan during the term of the <u>MinMQ</u> :	, at 9:59 a.m. CST. ntract Quantity: Firm Liqu A agrees to sell and make asis, subject to the terms an y or "MOQ") of up to appre- tity ("Minimum Monthly Quantity" or "MaxMQ") of LNG, intract Quantity not to excen- II a final truck to capacity: ally agree that the MinMQ a belivery Period are as follow <u>MaxMQ (of LNG)</u> :	uid Service available to Party B at the Point(s) of Delivery and Party B agrees to nd conditions set forth in this Base Contract, a maximum daily oximately (i) 7,000 MMBtu (up to seven (7) truckloads*) of LNG per antity' or "MinMQ") of LNG and a not to exceed maximum monthiy such MinMQ and MaxMQ in each Month of the Delivery Period as ed 840,000 MMBtu during the term of the Delivery Period, plus any and MaxMQ of LNG that Party B may purchase in
Ind including November 30, 2013, at 9:59 a.m. CST. Performance Obligation and Contract Quantity: Firm Liquid Service Firm (Variable) Quantity: Party A agrees to sell and make available to Party B at the Point(s) of Delivery and Party B agrees to pourchase and accept, on a firm basis, subject to the terms and conditions set forth in this Base Contract, a maximum daily quantity ("Maximum Daily Quantity" or "MDQ") of up to approximately (i) 7,000 MMBtu (up to seven (7) truckloads") of LNG per day. (i) a minimum monthly quantity ("Minimum Monthly Quantity" or "MinMQ") of LNG and a not to exceed maximum monthly quantity ("Maximum Monthly Quantity" or "MAXMQ") of LNG, such MinMQ and MaxMQ in each Month of the Delivery Period as set forth below, and (iii) a total Contract Quantity not to exceed 840,000 MMBtu during the term of the Delivery Period, plus any additional quantities required to fill a final truck to capacity: Party A and Party B hereby mutually agree that the MinMQ and MaxMQ of LNG that Party B may purchase in sach Month during the term of the Delivery Period are as follows:	And includir Performan Firm (Varia purchase a quantity ("N day, (ii) a n quantity ("N day, (iii) a n quantity ("A day, (iii) a n quantity ("A day, (iii) a n quantity ("A additional co Party A ance additional co Party Additional co Party Additional co Party Ad	ng November 30, 2013 ce Obligation and Co able) Quantity: Party and accept, on a firm bi Maximum Daily Quanti ninimum monthly quan daximum Monthly Quan dawing monthly Quantities required to fil d Party B hereby muture during the term of the <u>MinMQ</u> : 63,000 MMBtu	, at 9:59 a.m. CST. ntract Quantity: Firm Liqu A agrees to sell and make asis, subject to the terms an y or "MO2") of up to apport tity ("Minimum Monthly Quantity" or "MaxMQ") of LNG, intract Quantity not to excee II a final truck to capacity: ally agree that the MinMQ a Delivery Period are as foll <u>MaxMQ (of LNG</u> ): up to 147,000 MMBtu	uid Service available to Party B at the Point(s) of Delivery and Party B agrees to nd conditions set forth in this Base Contract, a maximum daily oximately (i) 7,000 MMBtu (up to seven (7) truckloads*) of LNG per antity' or "MinMQ") of LNG and a not to exceed maximum monthiy such MinMQ and MaxMQ in each Month of the Delivery Period as ed 840,000 MMBtu during the term of the Delivery Period, plus any and MaxMQ of LNG that Party B may purchase in

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 97 of 99

	76,650 MMBtu	up to 160,650 MMBtu				
August	90,300 MMBtu	up to 174,300 MMBtu				
September	63,000 MMBtu	up to 147,000 MMBtu				
October	164,850 MMBtu	up to 248,850 MMBtu				
November	Not applicable	up to 42,000 MMBtu				
Party A endea	vors to provide to Pa	Ile, the MinMQ set forth rty B during the Delivery m purchase obligation b	Period, provi	ded, however that	at such MinMQ sh	on that all in
dispatched to I	Party A's Facility to re	herein is approximate a cceive such LNG. Never tract Quantity as stated i	theless, the fi	irm service availa	a size of Party B's able to Party B he	LNG truck(s) rein shall in no eve
.NG terminal lo r <del>ucks at one or</del> <del>Jelivery point(s)</del>	cated in Everett, Mas more Terminal(s) or	service of LNG, at the tri isachusetts ("Facility"). I secondary delivery point e, hereinafter referred to tract Price	Notwithstandi t(s) other than	ng the foregoing, rthe Facility (suc	, Seller hereby res	erves its right to le
Special Conditi	ons:					
1) Transnortatio	on of LNG from the Fa	acility shall be scheduled	by Party B.	All costs associa	ated with such tran	sportation
hall be the resp ) Seller and Bu	onsibility of Party B.	d agree that for purposes as modified and supplen	s of LNG sale nented by the	s described in th terms and cond	is Transaction Co	nfirmation, the terr al Provisions and
shall be the resp 2) Seller and Bu and conditions of the LNG Annex, of (i) the Transac conditions of the 3) Capitalized te by any Special P	ionsibility of Party B. iver acknowledge an f the Base Contract, shall govern all sales ction Confirmation, (ii documents shall gov	as modified and supplen s of LNG; provided howe ) the LNG Annex, (iii) the rern in the priority listed i not otherwise defined s	nented by the ver, that in the a Special Prov- in this proviso hall have the	terms and cond e event of a conf visions, and (iv) t	itions of the Speci flict between the te the Base Contract	al Provisions and erms and condition , the terms and
shall be the resp 2) Seller and Bu and conditions o he LNG Annex, of (i) the Transac conditions of the 3) Capitalized te	ionsibility of Party B. iyer acknowledge an f the Base Contract, shall govern all sales ction Confirmation, (ii documents shall gov rms used herein and	as modified and supplen s of LNG; provided howe ) the LNG Annex, (iii) the rern in the priority listed i not otherwise defined s	nented by the ver, that in the s Special Provin this proviso	terms and cond e event of a conf visions, and (iv) t	itions of the Speci flict between the te the Base Contract	al Provisions and erms and condition , the terms and
Shall be the resp 2) Seller and Bu and conditions o the LNG Annex, (i) (the Transac conditions of the 3) Capitalized te iy any Special P Seller: SDF SUEZ Gas iy: lame: Juan M. I	ionsibility of Party B. and the Base Contract, shall govern all sales tion Confirmation, (ii) documents shall gov rms used herein and rovisions, and the LN NA LLC Restrepo	as modified and supplen s of LNG; provided howe ) the LNG Annex, (iii) the rern in the priority listed i not otherwise defined s	nented by the ver, that in the a Special Prov- in this proviso hall have the Buyer:	terms and condi e event of a condi- visions, and (iv) t	itions of the Specia flict between the te the Base Contract h in the Base Con	al Provisions and arms and condition , the terms and tract, as amended
Seller and Build be the resp. Seller and Build be the resp. Seller and Build be the LNG Annex, if (1) the Transaconditions of the conditions of the conditions of the conditions of the conditions of the sy any Special P seller: BDF SUEZ Gas yr: Conditional Conditions Conditions Conditions of the c	ionsibility of Party B. aver acknowledge and f the Base Contract, shall govern all sales tion Confirmation, (ii documents shall gov ims used herein and rovisions, and the LN NA LLC Restrepo sident	as modified and supplen s of LNG; provided howe ) the LNG Annex, (iii) the rern in the priority listed i not otherwise defined s	nented by the ver, that in thi a Special Proviso hall have the Buyer: Colonial By:	terms and cond e event of a conf visions, and (iv) t meaning set fort	itions of the Speci lict between the te the Base Contract h in the Base Con	al Provisions and erms and condition , the terms and tract, as amended

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 98 of 99

EXHIBIT A

TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY GDF SUEZ GAS NALLC Date: March 28, 2013 Transaction Confirmation: NSB042-3 This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract. Seller or Party A: Buyer or Party B: The Narragansett Electric Company d/b/a National Grid c/o National Grid GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 40 Sylvan Road, E3/606 Waltham, MA 02451 Attn: Director, Gas Supply Planning Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB042 Telephone: (781) 907-1639 Electronic Mail: Elizabeth.arangio@nationalgrid.com Contract Price: Buyer shall pay to Seller a Contract Price equal to the following two (2) components: Delivery Period: Service under this Transaction Confirmation shall commence on April 1, 2013, at 10:00 a.m. and run through and including November 30, 2013, at 9:59 a.m. CST. Performance Obligation and Contract Quantity: Firm Liquid Service Firm (Variable) Quantity: Party A agrees to sell and make available to Party B at the Point(s) of Delivery and Party B agrees to purchase and accept, on a firm basis, subject to the terms and conditions set forth in this Base Contract, a maximum daily quantity ("Maximum Daily Quantity" or "MDQ") of up to approximately (i) 15,000 MMBtu (up to fifteen (15) truckloads") of LNG per day, (ii) a minimum monthly quantity ("Minimum Monthly Quantity" or "MinMQ") of LNG and a not to exceed maximum monthly quantity ("Maximum Monthly Quantity" or "MinMQ") of LNG and a not to exceed maximum monthly quantity ("Maximum Monthly Quantity" or "MinMQ") of LNG and a not to exceed maximum monthly quantity ("antity in the contract Quantity not to exceed 1,680,000 MMBtu during the term of the Delivery Period as set forth below, and (iii) a total Contract Quantity not to exceed 1,680,000 MMBtu during the term of the Delivery Period, plus any additional quantities required to fill a final truck to capacity: Party A and Party B hereby mutually agree that the MinMQ and MaxMQ of LNG that Party B may purchase in each Month during the term of the Delivery Period are as follows: Month: MinMQ: MMQ (of LNG): 126.000 MMBtu up to 294,000 MMBtu April May 84,000 MMBtu up to 252,000 MMBtu 92,400 MMBtu up to 260,400 MMBtu June

The Narragansett Electric Company d/b/a National Grid RIPUC Docket No. 4770 Attachment PUC 1-20-28 Page 99 of 99

July	153,300 MMBtu	up to 321,300 MMBtu	-
		up to 321,300 MMBtu	
August	180,600 MMBtu	up to 348,600 MMBtu	
September	126,000 MMBtu	up to 294,000 MMBtu	
October	329,700 MMBtu	up to 497,700 MMBtu	
November	Not applicable	up to 84,000 MMBtu	

Notwithstanding this monthly schedule, the MinMQ set forth herein represents the minimum delivery obligation that Party A endeavors to provide to Party B during the Delivery Period, provided, however that such MinMQ shall in no event be construed as a minimum purchase obligation by Party B during the Delivery Period.

\*The number of truckloads set forth herein is approximate and may vary depending on the size of Party B's LNG truck(s) dispatched to Party A's Facility to receive such LNG. Nevertheless, the firm service available to Party B herein shall in no event exceed the MDQ, MMQ and Contract Quantity as stated in MMBtu herein.

Delivery Point(s): For firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everetf, Massachusetts ("Facility"). Notwithstanding the foregoing, Seller hereby reserves its right to load trucks at one or more Terminal(s) or secondary delivery point(s) other than the Facility (such other Terminal(s) or secondary delivery point(s) whether one or more, hereinafter referred to as the "Secondary Delivery Peint"), as well as te make deliveries to Buyer at Buyer's facilities, at the Contract Price.

#### **Special Conditions:**

1) Transportation of LNG from the Facility shall be scheduled by Party B. All costs associated with such transportation shall be the responsibility of Party B. In the event that Party B receives any quantities of LNG at a Secondary Delivery Point, Party A agrees to reimburse Party B for any incremental charges (if any) associated with the transportation of LNG from the Secondary Delivery Point to Party B's facilities for any such Day.

2) Seller and Buyer acknowledge and agree that for purposes of LNG sales described in this Transaction Confirmation, the terms and conditions of the Base Contract, as modified and supplemented by the terms and conditions of the Special Provisions and the LNG Annex, shall govern all sales of LNG; provided however, that in the event of a conflict between the terms and conditions of (i) the Transaction Confirmation, (ii) the LNG Annex, (iii) the Special Provisions, and (iv) the Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.

3) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions, and the LNG Annex.

Seller or Party A:		Buyer or Party B:
GDF SUEZ Gas NA LLC		The Narragansett Electric Company d/b/a National Grid
BY MAST	e Po	By: CPL
Name: Juan M. Restrepo Title: Vice President		Title:
Date: March, 2013	JHD - ORM	Date:



AN CRC

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-29 Page 1 of 6



Thomas R. Teehan Senior Counsel

June 3, 2013

# VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk RI Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

### RE: Liquid Refill InterCompany Agreement among Colonial Gas Company, Boston Gas Company, The Narragansett Electric Company, and EnergyNorth Natural Gas, Inc.

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an InterCompany Agreement ("Agreement") executed on May 31, 2013, by and among Boston Gas Company ("Boston"), Colonial Gas Company ("Colonial") and The Narragansett Electric Company ("Narragansett") (collectively the "Companies") that allows Boston to sell liquid from its underlying contract with Transcontinental Gas Pipeline Company, LLC ("Transco") to both Colonial and Narragansett. All the Companies will receive the benefit of the rate charged in the underlying agreement between Boston and Transco for volumes allocated to them. Also attached is the underlying agreement between Boston and Transco.

I certify that the enclosed documents are accurate copies of the above-referenced Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

the Tuchon

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, Division

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-29 Page 2 of 6

# AGREEMENT

This agreement ("Agreement") is entered into as of May 31, 2013 by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston"), and The Narragansett Electric Company d/b/a National Grid ("Narragansett"). Colonial, Boston, and Narragansett may be referred to herein as the "Parties".

## RECITALS

WHEREAS, Boston is party to an agreement (the "Boston Agreement") with Transcontinental Gas Pipe Line Company, LLC ("Transco") under Transco's Rate Schedule LG-S pursuant to which Boston purchases LNG from Transco, and

WHEREAS, the Boston Agreement is effective as of May 1, 2013 and shall remain in force and effect until April 30, 2014 and thereafter until terminated upon at least thirty days written notice from either Boston or Transco, and

WHEREAS, from time to time, Boston shall sell quantities of LNG purchased pursuant to the Boston Agreement to its affiliates Colonial and Narragansett, and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for consideration, the sufficiency of which is hereby acknowledged, Boston, Narragansett, and Colonial agree as follows:

### ARTICLE I Sales by Boston

1.1	From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from Transco pursuant to the Boston Agreement to Colonial and/or Narragansett.
1.2	For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon the purchase of the LNG by Boston at the Transco facility.
1.3	Boston represents and warrants that it will have good and merchantable title to all LNG sold to Colonial and/or Narragansett hereunder.
1.4	For such sales, the price paid by Colonial and/or Narragansett shall be the price paid by Boston to Transco under the Boston Agreement.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-29 Page 3 of 6

 Colonial and/or Narragansett shall arrange for transportation of any LNG purchased from Boston at the Transco facility.
 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
 As between the Parties, Boston shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Colonial and/or Narragansett; and Colonial or Narragansett, as the case may be, shall bear the risk of loss and shall be liable for any

This Agreement shall be effective as of May 1, 2013 through and including April 30, 2014 and thereafter until the Boston Agreement is terminated.

damage caused by the LNG subsequent to such delivery.

CRC

RC

CRC

The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

Colonial Gas Company, d/b/a National Grid

John Vaughn Authorized Signatory

Boston Gas Company d/b/a National Grid

John Vaughn Authorized Signatory

The Narragansett Electric Company d/b/a National Grid

John Vaughn

Authorized Signatory

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-29 Page 4 of 6

### FORM OF SERVICE AGREEMENT (Applicable to Deliveries Under Rate Schedule LG-S)

THIS AGREEMENT entered into this  $1^3$  day of MAY by and between TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC, a Delaware limited liability company, hereinafter referred to as Seller, first party, and BOSTON GAS COMPANY D/B/A NATIONAL GRID, hereinafter referred to as Buyer, second party,

### WITNESSETH:

WHEREAS, Seller has made available to Buyer Liquefied Natural Gas in the Liquid Phase (LNG) from its Liquefaction – Storage Plant near Carlstadt, New Jersey, and Buyer desires to purchase and Seller desires to sell LNG service under Seller's Rate Schedule LG-S as set forth herein.

NOW, THEREFORE, Seller and Buyer agree as follows:

# ARTICLE I

# GAS TO BE DELIVERED

Subject to the terms and provisions of this agreement and of Seller's LG-S rate schedule, Seller agrees to deliver to Buyer, and Buyer agrees to receive from Seller quantities requested by Buyer which Seller, in its sole judgment, determines that it can make available hereunder.

### ARTICLE II

### POINT OF DELIVERY

The Point of Delivery for the natural gas delivered under this agreement shall be at the outlet valve of Seller's loading facilities at its liquefaction-storage plant located near Carlstadt, New Jersey.

# ARTICLE III

### DELIVERY PRESSURE

The natural gas delivered by Seller to Buyer in the liquid phase shall be at the pressure developed by the force of gravity on the liquid head contained in Seller's storage tank or at the pressure developed by auxiliary equipment that may be in operation at the time of delivery. The minimum pressure shall be that which is developed by the force of gravity with a 23 foot head of liquid natural gas.

# ARTICLE IV

### TERM OF AGREEMENT

This agreement shall be effective as of May 1, 2013 and shall remain in force and effect until April 30, 2014 and thereafter until terminated by Buyer or Seller upon at least thirty (30) days written notice.

### THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-29 Page 5 of 6

# ARTICLE V RATE SCHEDULE AND PRICE

Buyer shall pay Seller for natural gas service rendered hereunder in accordance with Seller's LG-S rate schedule and the applicable provisions of the General Terms and Conditions of Seller's FERC Gas Tariff as filed with the Federal Energy Regulatory Commission, and as the same may be amended or superseded from time to time at the initiative of either party. Such rate schedule and General Terms and Conditions are by this reference made a part hereof.

### ARTICLE VI ODORIZATION

The gas delivered by Seller shall not be odorized and Buyer agrees to indemnify Seller against any liability or claim arising out of or in connection with the delivery of unodorized gas by Seller to Buyer.

### ARTICLE VII INDEMNIFICATION

Buyer agrees to indemnify and hold harmless Seller from any and all claims, suits or causes of action of any type arising out of the operations provided for hereunder where such operations are under the control of Buyer, its agents, representatives or contractors.

### ARTICLE VIII MISCELLANEOUS

1. The subject headings of the Articles of this agreement are inserted for the purpose of convenient reference and are not intended to be a part of this agreement nor to be considered in the interpretation of the same.

2. This agreement supersedes and cancels as of the effective date hereof the following contract(s): None.

3. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

4. This agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Texas.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Notices to either party may be in writing or by telecopy or telephone and shall be considered as duly delivered to the other party at the following address:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-29 Page 6 of 6

(a) If to Seller:

Transcontinental Gas Pipe Line Company, LLC P. O. Box 1396 Houston, Texas 77251 Attention: Director, Customer Services

(b) If to Buyer:

Boston Gas Company d/b/a National Grid 100 E. Old Country Road Hicksville, NY 11801 Attention: John Allocca

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC

(Seller) By

Print Name <u>Camilo Amezquita</u>

Title Director, Customer Services

BOSTON GAS COMPANY D/B/A NATIONAL GRID (Buyer) By\_ John V. Vaughn Print Name Authorized Signatory Title

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-30 Page 1 of 3

# nationalgrid

Thomas R. Teehan Senior Counsel

March 3, 2014

# VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Division Clerk RI Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

# RE: Agreement between Boston Gas Company, Colonial Gas Company and The Narragansett Gas Company d/b/a National Grid for LNG

Dear Ms. Massaro:

Pursuant to R.I.G.L. §39-3-28, I have enclosed six (6) copies of an Agreement ("Agreement") by and among Boston Gas Company ("Boston Gas"), Colonial Gas Company ("Colonial Gas") and The Narragansett Electric Company ("Narragansett"). This agreement sets forth terms for Boston Gas to sell LNG purchased from UGI Energy Services, LLC to Colonial Gas and Narragansett, if needed. The agreement is effective February 21, 2014 through March 31, 2014.

I certify that the enclosed documents are accurate copies of the above-referenced Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,

the Tuching

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, Division

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-30 Page 2 of 3

### Agreement

This agreement ("Agreement") is entered into as of February 21, 2014, by and among Colonial Gas Company d/b/a National Grid ("Colonial"), Boston Gas Company d/b/a National Grid ("Boston") and The Narragansett Electric Company d/b/a National Grid ("Narragansett"). Colonial, Boston and Narragansett may be referred to herein as the "Parties".

### Recitals

Whereas, Boston is party to an agreement (the "Boston Agreement") with UGI Energy Services, LLC ("UGI") pursuant to which Boston purchases LNG from UGI, and

Whereas, the Boston agreement is effective as of December 2, 2013, and shall remain in force and effect until March 31, 2014, and

Whereas, from time to time, Boston shall sell quantities of LNG purchased pursuant to the Boston Agreement to its affiliates Colonial and Narragansett, and

Now, therefore, in consideration of the mutual covenants herein contained and for consideration, the sufficiency of which is hereby acknowledged, Boston, Narragansett and Colonial agree as follows:

### Article 1 Sales by Boston

- 1.1 From time to time, Boston shall sell LNG purchased from UGI pursuant to the Boston Agreement to Colonial and Narragansett.
- 1.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon the purchase of the LNG by Boston at the UGI facility.
- 1.3 Boston represents and warrants that it will have good and merchantable title to all LNG sold to Colonial and/or Narragansett hereunder.
- 1.4 For such sales, the price paid by Colonial and/or Narragansett shall be the price paid by Boston to UGI under the Boston Agreement.
- 1.5 Colonial and/or Narragansett shall arrange for transportation of any LNG purchased from Boston at the UGI facility.
- 1.6 National Grid Corporate Services LLC, as agent for the Parties, shall initiate and document such sales and ensure proper intercompany accounting.
- 1.7 As between the Parties, Boston shall bear the risk of loss and shall be liable for any damage caused by the LNG prior to delivery to Colonial and/or Narragansett, and

Colonial or Narragansett, as the case may be, shall bear the risk of loss and shall be liable for any damage caused by the LNG subsequent to such delivery.

This Agreement shall be effective as of February 21, 2014, through and including March 31, 2014, and thereafter until the Boston Agreement is terminated.

The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

Colonial Gas Company d/b/a National Grid

Nancy G.Culliford Manager, Gas Supply Planning National Grid

Boston Gas Company d/b/a National Grid

Nancy G. Culliford Manager, Gas Supply Planning National Grid

The Narragansett Electric Company d/b/a National Grid

Nancy G. Culliford Manager, Gas Supply Planning National Grid

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 1 of 12



Raquel J. Webster Senior Counsel

March 21, 2014

# **BY HAND DELIVERY & ELECTRONIC MAIL**

Luly E. Massaro, Division Clerk RI Division of Public Utilities & Carriers 89 Jefferson Boulevard Warwick, RI 02888

### RE: Extension of Mutual Assistance Agreement to March 20, 2015

Dear Ms. Massaro:

Pursuant to R.I.G.L. § 39-3-28, I have enclosed five (5) copies of an extension of the Mutual Assistance Agreement ("Agreement") previously entered into by The Narragansett Electric Company<sup>1</sup> on March 28, 2008. The extension of this Agreement is effective as of March 19, 2014.

In accordance with Paragraph 6 of the enclosed, the termination date of the Agreement has been extended to March 20, 2015. I certify that the enclosed documents are accurate copies of this extension Agreement.

Thank you for your attention to this filing. If you have any questions, please feel free to contact me at (781) 907-2121.

Very truly yours,

agut Webste

Raquel J. Webster

Enclosures

cc: Leo Wold, Esq. Steve Scialabba, Division

<sup>&</sup>lt;sup>1</sup> The Narragansett Electric Company d/b/a National Grid.

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 2 of 12

# nationalgrid

Effective as of March 19, 2014 ("Effective Date")

Re: Extension of Mutual Assistance Agreement

Reference is made to the Mutual Assistance Agreement dated as of March 28, 2008 executed by the undersigned parties (the "Agreement"). In accordance with Paragraph 6 of the Agreement, the undersigned hereby agree to extend the Agreement for an additional 364 days by extending the Termination Date of the Agreement to March 20, 2015 ("Extended Termination Date"). The Agreement shall continue in full force and effect through such Extended Termination Date. This instrument may be executed in multiple counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be signed in its name and behalf by its duly authorized representative as of the Effective Date.

### MASSACHUSETTS ELECTRIC COMPANY

Name: Marcy L. Reed By:

Title: President

# NANTUCKET ELECTRIC COMPANY

By: Mary 1

Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 3 of 12

THE NARRAGANSETT ELECTRIC COMPANY

By: Name: Timothy F. Horan Title: President

# NEW ENGLAND POWER COMPANY

By:

Name: Rudolph L. Wynter, Jr. Title: President

# NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

By:\_

Name: Rudolph L. Wynter, Jr. Title: President

# NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By:

Name: Rudolph L. Wynter, Jr. Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 4 of 12

### THE NARRAGANSETT ELECTRIC COMPANY

By:

Name: Timothy F. Horan Title: President

# NEW ENGLAND POWER COMPANY

By:

Name: Rudolph L. Wynter, Jr. Title: President

NEW ENGLAND ELECTRIC TRANSMISSION CORPORATION

Ludolph By:

Name: Rudolph L. Wynter, Jr. Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By:

Name: Rudolph L. Wynter, Jr. Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 5 of 12

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC COMPANY, INC.

By: Rudolph h 24

Name: Rudolph L. Wynter, Jr. Title: President

# NIAGARA MOHAWK POWER CORPORATION

Ву:\_\_\_\_

Name: Kenneth D. Daly Title: President

### BOSTON GAS COMPANY

By:\_\_\_

Name: Marcy L. Reed Title: President

# COLONIAL GAS COMPANY

By:

Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 6 of 12

# NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC COMPANY, INC.

By:\_\_

Name: Rudolph L. Wynter, Jr. Title: President

# NIAGARA MOHAWK POWER CORPORATION

By: Kenneth D. Day Title: President

# BOSTON GAS COMPANY

By:\_

Name: Marcy L. Reed Title: President

# COLONIAL GAS COMPANY

By:\_\_\_

Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 7 of 12

# NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC COMPANY, INC.

By:\_

Name: Rudolph L. Wynter, Jr. Title: President

# NIAGARA MOHAWK POWER CORPORATION

By:

Name: Kenneth D. Daly Title: President

### BOSTON GAS COMPANY

By: <u>Marcy L. Reed</u> Name: Marcy L. Reed Title: President

# COLONIAL GAS COMPANY

By: <u>Marcy L. Reed</u> Name: Marcy L. Reed Title: President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 8 of 12

**KEYSPAN GAS EAST CORPORATION** 

deaklo. By: Name: William J. Akley

**Title: President** 

# THE BROOKLYN UNION GAS COMPANY

By:\_

Name: Kenneth D. Daly Title: President

# NATIONAL GRID ELECTRIC SERVICES LLC

### By:\_\_

Name: John Bruckner Title: Senior Vice President

# NATIONAL GRID GENERATION LLC

By:\_

Name: Rudolph L. Wynter, Jr. Title: President

# NATIONAL GRID ENGINEERING & SURVEY INC.

By:

Name: Sharon Partridge Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 9 of 12

# **KEYSPAN GAS EAST CORPORATION**

By:\_\_\_\_

Name: William J. Akley Title: President

THE BROOKLYN UNION GAS COMPANY

Kuth A.

Name: Kenneth D. Daly Title: President

# NATIONAL GRID ELECTRIC SERVICES LLC

By:\_

By:

Name: John Bruckner Title: Senior Vice President

# NATIONAL GRID GENERATION LLC

By:\_

Name: Rudolph L. Wynter, Jr. Title: President

# NATIONAL GRID ENGINEERING & SURVEY INC.

By:

Name: Sharon Partridge Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 10 of 12

# KEYSPAN GAS EAST CORPORATION

By:\_

Name: William J. Akley Title: President

### THE BROOKLYN UNION GAS COMPANY

By:\_\_

Name: Kenneth D. Daly Title: President

NATIONAL GRAD ELECTRIC SERVICES LLC Ð un 6 Вy:

Name: John Bruckner Title: Seniør Vice President

### NATIONAL GRID GENERATION LLC

By:\_\_

Name: Rudolph L. Wynter, Jr. Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By:

Name: Sharon Partridge Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 11 of 12

# KEYSPAN GAS EAST CORPORATION

By:

Name: William J. Akley Title: President

### THE BROOKLYN UNION GAS COMPANY

By:

Name: Kenneth D. Daly Title: President

# NATIONAL GRID ELECTRIC SERVICES LLC

By:\_\_

Name: John Bruckner Title: Senior Vice President

NATIONAL GRID GENERATION LLC By: <u>LuclolpL</u> WM Name: Rudolph L. Wynter, Jr. en Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By:\_

Name: Sharon Partridge Title: Vice President

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID RIPUC Docket No. 4770 Attachment PUC 1-20-31 Page 12 of 12

# **KEYSPAN GAS EAST CORPORATION**

By:

Name: William J. Akley Title: President

# THE BROOKLYN UNION GAS COMPANY

By:\_\_

Name: Kenneth D. Daly Title: President

# NATIONAL GRID ELECTRIC SERVICES LLC

By:\_

Name: John Bruckner Title: Senior Vice President

## NATIONAL GRID GENERATION LLC

By:\_

Name: Rudolph L. Wynter, Jr. Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By:

Name: Sharon Partridge Title: Vice President