



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,

A handwritten signature in blue ink, appearing to read "T. Teehan".

Thomas R. Teehan

Enclosures

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

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

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.

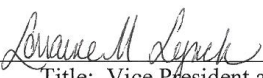
5. This agreement will be subject to termination or modification at any time to the extent its performance may conflict with any federal or state law or any rule, regulation or order of a federal or state regulatory body having jurisdiction. This agreement shall be subject to approval of any federal 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.

By: 
Title: Senior Vice President and
Secretary

Accepted:

THE NARRAGANSETT ELECTRIC COMPANY

By: 
Title: Vice President and Treasurer

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.

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.

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 Methods¹

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.² 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

¹ 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.

² The update frequencies reflected in this Schedule II reflect current practice, but are subject to change at the election of Service Company.

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 company, and the denominator is the total number of ultimate gas distribution customers of all 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 companies combined. The data establishing number of meters is updated annually.

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.

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

and 13 month average inventory balances by National Grid system companies for the prior fiscal year³. 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 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

³ 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.

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

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.



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.¹ 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,

A handwritten signature in blue ink, appearing to read "T. R. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company (each d/b/a National Grid).

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.

- 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

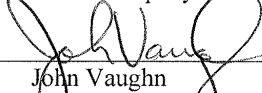
- 2.1 From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from Suez pursuant to the Boston Agreement to Colonial and/or Narragansett.
- 2.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon 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.

- 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.
- 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.

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.

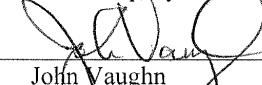
Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory



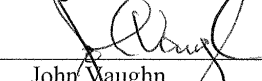
Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory



The Narragansett Electric Company d/b/a National Grid



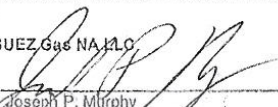

John Vaughn
Authorized Signatory



EXHIBIT A

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

GDF SUEZ GAS NA LLC	Date: April 12, 2012 Transaction Confirmation: NSB039-2
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: GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8606 Base Contract No.: NSB039	BUYER: Boston 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 Base Contract No.:
<p>Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu equal to the following two (2) components:</p> <p>i) Commodity Rate: For each MMBtu of LNG ordered and delivered to Party B during the Delivery Period, Buyer will pay to Seller a Commodity Rate per MMBtu equal to "Algonquin citygates", as published in the monthly (first) issue of <i>Platts Inside Ferc's Gas Market Report</i>, under the "Northeast" section of "Market Center Spot-Gas Prices (per MMBtu)" for the (month) in which the LNG is purchased; and</p> <p>ii) Call Payment: Buyer will pay to Seller a nonrefundable call payment equal to \$1,456,000.00 U.S. Dollars, which shall be paid to Seller in seven (7) equal, consecutive, monthly installments of \$208,000.00 each, commencing in April 2012, and continuing through and including October 2012.</p> <p>(the Commodity Rate and the Call Payment referenced herein are collectively referred to as the "Contract Price").</p>	
<p>Delivery Period: April 23, 2012, through and including October 31, 2012.</p>	
<p>Performance Obligation and Contract Quantity: Firm Liquid Service</p> <p>Firm (Variable) Quantity: Buyer agrees to purchase, on a firm basis, a Maximum Daily Quantity ("MDQ") of LNG up to ten (10) truckloads (approximately 9,600 MMBtu) per day and a total Contract Quantity during the Delivery Period not to exceed 1,300,000 MMBtu, plus any additional quantities required to fill a final truck to capacity.</p>	
<p>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 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 Point").</p>	
<p>Special Conditions:</p> <p>1) Transportation of LNG from the Facility shall be scheduled by Buyer. All costs associated with such transportation of LNG shall be the responsibility of Buyer. Subject to the foregoing, Seller and Buyer shall work together in good faith to agree on a schedule of deliveries of LNG. Such schedule shall take into consideration any commercially reasonable operational and maintenance constraints of the parties; provided, however that Seller shall use commercially reasonable efforts to accommodate Buyer's preferred delivery schedule of LNG. If, despite using good faith efforts, the parties are unable to agree on a delivery schedule, then Seller and Buyer agree that a meeting with each party's senior representatives shall occur immediately and within one (1) Business Day to resolve such dispute and determine a delivery schedule that is acceptable to both parties.</p> <p>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</p>	

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	Buyer: Boston Gas Company d/b/a National Grid
By: 	By: 
Name: Joseph P. Murphy	Name: John Allocca
Title: Vice President, Sales & Marketing, Eastern Region	Title: Director
Date:	Date: April 20, 2012

Handwritten notes:
- Next to Murphy signature: *rx 6w*
- Below signature lines: *new credit*
- To the right of Allocca signature: *CAC*

Contract 12 3245

100000 3748
ORIGINAL

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: December 19, 2011.

The parties to this Base Contract are the following:

PARTY A:		PARTY NAME:	PARTY B:	
GDF SUEZ GAS NA LLC			BOSTON GAS COMPANY D/B/A NATIONAL GRID	
20 City Square, Suite 3 Charlestown, MA 02129		ADDRESS	c/o National Grid 40 Sylvan Road, E3/606 Waltham, MA 02451	
www.gdfsuez.com		BUSINESS WEBSITE	www.nationalgrid.com	
NSB039		CONTRACT NUMBER		
19-671-4414		D-U-N-S# NUMBER		
<input checked="" type="checkbox"/> US FEDERAL 04-3009638 <input type="checkbox"/> OTHER: N/A		TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL <input type="checkbox"/> OTHER:	
Delaware		JURISDICTION OF ORGANIZATION	Commonwealth of Massachusetts	
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:		COMPANY TYPE	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	
		GUARANTOR (IF APPLICABLE)		
CONTACT INFORMATION				
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Vice President, Sales & Marketing TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: joseph.murphy@gdfsuezna.com		COMMERCIAL	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arancio@us.ngrid	
1999 Post Oak Boulevard, Houston, TX 77056 ATTN: Manager, Gas Supply Operations TEL#: (713) 636-1528 FAX#: (713) 636-1247 EMAIL: joe.deschamps@gdfsuezna.com		SCHEDULING	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arancio@us.ngrid	
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com		CONTRACT AND LEGAL NOTICES	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid	
1999 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Director, Credit TEL#: (713) 636-1788 FAX#: (713) 636-1695 EMAIL: jane.white@gdfsuezna.com		CREDIT	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Credit Department TEL#: (516) 545-3122 FAX#: (516) 545-5469 EMAIL: eboni.troupe@us.ngrid	
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com		TRANSACTION CONFIRMATIONS	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid	
ACCOUNTING INFORMATION				
1999 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Revenue Analyst TEL#: (713) 636-1422 FAX#: (713) 636-1613 EMAIL: bianca.rios@gdfsuezna.com		INVOICES PAYMENTS SETTLEMENTS	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Back Office TEL#: (516) 545-6032 FAX#: (516) 545-5469 EMAIL:	
BANK: JP Morgan Chase Bank ABA: 021000021 ACCT: 00113321179 OTHER DETAILS: For GDF SUEZ Gas NA LLC		WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	
ATTN: _____ ADDRESS: _____		CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____	
BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____		ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____	



Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

<p>Section 1.2 Transaction Procedure: <input type="checkbox"/> Oral (default) OR <input checked="" type="checkbox"/> Written</p> <p>Section 2.7 Confirm Deadline: <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> _____ Business Days after receipt</p> <p>Section 2.8 Confirming Party: <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer</p> <p>Section 3.2 Performance Obligation: <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard</p>	<p>Section 10.2 Additional Events of Default: <input type="checkbox"/> No Additional Events of Default (default) OR <input type="checkbox"/> Indebtedness Cross Default OR <input type="checkbox"/> Party A: _____ OR <input type="checkbox"/> Party B: _____ OR <input checked="" type="checkbox"/> Transactional Cross Default Specified Transactions: _____</p> <p>Section 10.3.1 Early Termination Damages: <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply</p>
<p><i>Note: The following Spot Price Publication applies to both of the immediately preceding:</i></p> <p>Section 2.3.1 Spot Price Publication: <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____</p>	
<p>Section 6 Taxes: <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point</p>	<p>Section 10.3.2 Other Agreement Setoffs: <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) OR <input type="checkbox"/> Bilateral (default) OR <input checked="" type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply</p>
<p>Section 7.2 Payment Date: <input checked="" type="checkbox"/> 25th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery</p>	<p>Section 15.5 Choice Of Law: <u>State of New York</u></p>
<p>Section 7.2 Method of Payment: <input checked="" type="checkbox"/> Wire transfer (default) OR <input type="checkbox"/> Automated Clearinghouse Credit (ACH) OR <input type="checkbox"/> Check</p>	<p>Section 15.10 Confidentiality: <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply</p>
<p>Section 7.7 Netting: <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply</p>	
<p><input checked="" type="checkbox"/> Special Provisions: Number of sheets attached: 6 pages</p> <p><input checked="" type="checkbox"/> Addendum(s): Liquefied Natural Gas Annex - 6 pages</p>	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

<p>GDF SUEZ Gas NA LLC</p> <p>By: </p> <p>Name: Joseph P. Murphy</p> <p>Title: Vice President, Sales & Marketing, Eastern Region</p>	<p>PARTY NAME: Boston Gas Company d/b/a National Grid</p> <p>SIGNATURE: </p> <p>PRINTED NAME: John V. Vaughn</p> <p>TITLE: Authorized Signatory</p>
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General Terms and Conditions
Base Contract for Sale and Purchase of Natural Gas

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 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 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.

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 facsimile, 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 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.

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 Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall 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 among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (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 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.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in this 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.

- 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).
- 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. 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 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. "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. "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.
- 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 hereunder.
- 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 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.

- 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.
- 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 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 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 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 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 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 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 to (i) or (ii) above, as 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 Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas 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 invoice, which shall set forth the basis upon which such amount was calculated.

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 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.

3.3. 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 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).

4.2. 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 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 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.

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 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 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

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 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.

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 thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if 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 may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced 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 (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 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 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 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 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; 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 netting under this Section. If the parties have executed a separate netting 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, title 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 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 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, 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 title 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 title 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 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, 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 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

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 ("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" 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 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 granted hereunder on that Adequate Assurance of Performance shall be released 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 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); (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; (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. 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 "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 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 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 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 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 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 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 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 or 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

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 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 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 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 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 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 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 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 margin or 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 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 excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

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 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 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 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 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 accrue 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.

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.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting 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 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 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; (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, riots, 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 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 any or all of the following circumstances: (i) the curtailment 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 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 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 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 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 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 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.

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, 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 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.

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 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 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 announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary 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.

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 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 liability 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 other party. Upon any such assignment, transfer and assumption, the transferor 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 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, 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 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, 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 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 necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) 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 equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the 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.

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 Transaction Confirmation executed in writing by both parties.

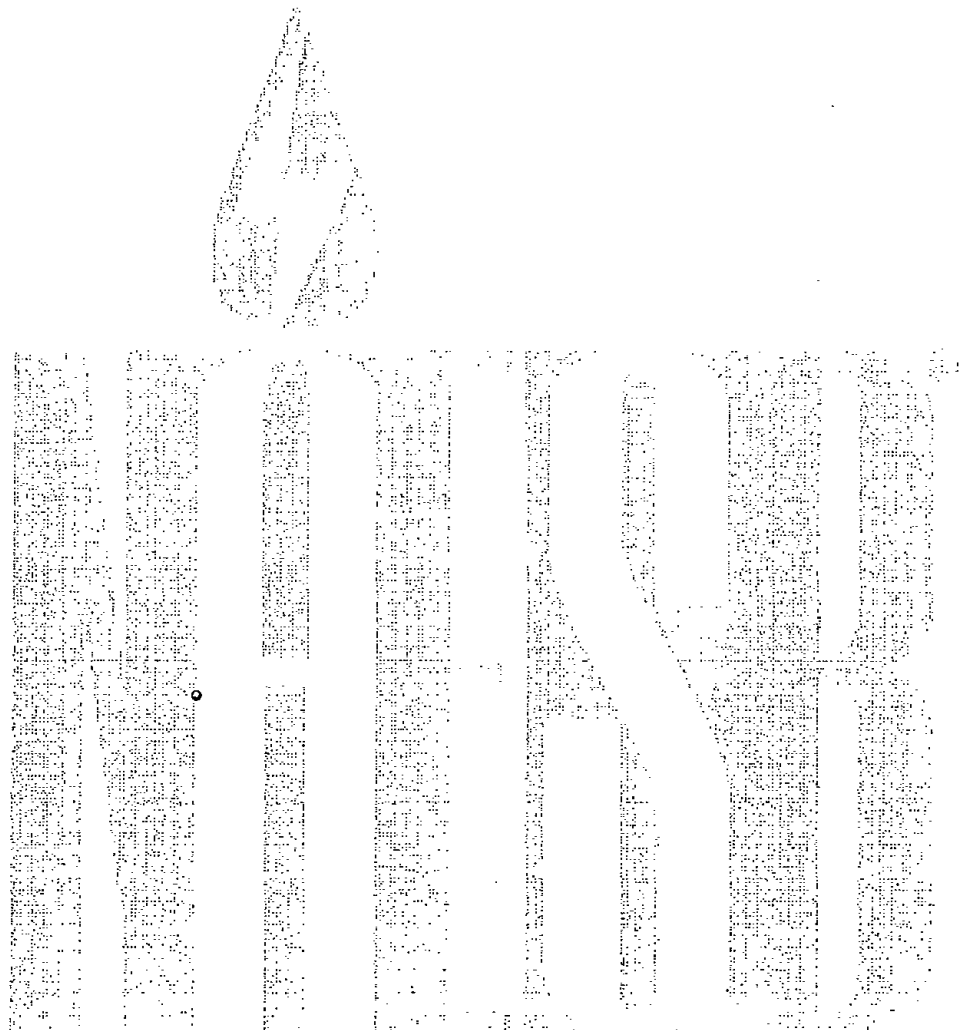
15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in 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 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 NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR 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.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____ Transaction Confirmation #: _____
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.	
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____
Contract Price: \$ _____ /MMBtu or _____	
Delivery Period: Begin: _____ End: _____	
Performance Obligation and Contract Quantity: (Select One)	
Firm (Fixed Quantity): MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): MMBtus/day Minimum _____ MMBtus/day Maximum _____ subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller
Interruptible: Up to _____ MMBtus/day	
Delivery Point(s): (If a pooling point is used, list a specific geographic and pipeline location):	
Special Conditions:	
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____



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 ("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 Boston Gas 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.

- (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;

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."

- (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 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 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) 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

"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 12th 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 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."

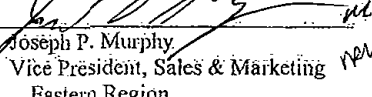
- (20) The following language is added as a new Section 15.15:

"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."

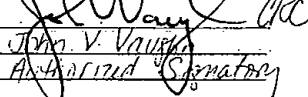
[This section intentionally left blank]

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: 
Name: Joseph P. Murphy
Title: Vice President, Sales & Marketing Eastern Region *new*

BOSTON GAS COMPANY D/B/A
NATIONAL GRID

By: 
Name: John V. Vary
Title: Authorized Signatory

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,

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 ₂)	not to exceed 0.2
carbon dioxide (CO ₂)	between 0 and 2.00
ethane and heavier hydrocarbons (C ₂ +)	not to exceed 12.00
butanes and heavier hydrocarbons (C ₄ +)	not to exceed 1.50
- iv. An amount of H₂S 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

- 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:

- 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

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

- 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."

- 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:

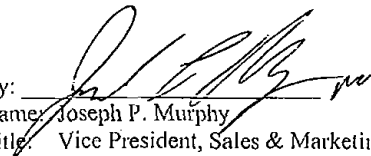
- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; 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.

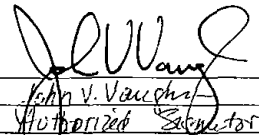
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IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

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: John V. Vanchi
Title: Authorized Signatory

Contract id 3246 100000 3749
ORIGINAL

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

PARTY A	PARTY NAME	PARTY B
GDF SUEZ GAS NA LLC		COLONIAL GAS COMPANY D/B/A NATIONAL GRID
20 City Square, Suite 3 Charlestown, MA 02129	ADDRESS:	c/o National Grid 40 Sylvan Road, E3/806 Waltham, MA 02451
www.gdfsuez.com	BUSINESS WEBSITE:	www.nationalgrid.com
NSB040	CONTRACT NUMBER:	
19-671-4414	D.U.S.B. NUMBER:	006954903
<input checked="" type="checkbox"/> US FEDERAL: 04-3009638 <input type="checkbox"/> OTHER: N/A	TAX ID NUMBERS:	<input checked="" type="checkbox"/> US FEDERAL: 04-3480443 <input type="checkbox"/> OTHER:
Delaware	JURISDICTION OF ORGANIZATION:	Commonwealth of Massachusetts
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other	COMPANY TYPE:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other
	GUARANTOR (IF APPLICABLE):	
CONTACT INFORMATION		
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Vice President, Sales & Marketing TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: joseph.murphy@gdfsuezna.com	COMMERCIAL:	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arango@us.ngrid
1990 Post Oak Boulevard, Houston, TX 77056 ATTN: Manager, Gas Supply Operations TEL#: (713) 636-1528 FAX#: (713) 636-1247 EMAIL: joe.deschamps@gdfsuezna.com	SCHEDULING:	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arango@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com	CONTRACT AND LEGAL NOTICES:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Director, Credit TEL#: (713) 636-1788 FAX#: (713) 636-1695 EMAIL: jane.white@gdfsuezna.com	CREDIT:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Credit Department TEL#: (516) 545-3122 FAX#: (516) 545-5469 EMAIL: ebony.trolope@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com	TRANSACTION CONFIRMATIONS:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid
ACCOUNTING INFORMATION		
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Revenue Analyst TEL#: (713) 636-1422 FAX#: (713) 636-1613 EMAIL: blanca.rios@gdfsuezna.com	INVOICES, PAYMENTS, SETTLEMENTS:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Back Office TEL#: (516) 545-6032 FAX#: (516) 545-5469 EMAIL:
BANK: JP Morgan Chase Bank ABA: 021000021 ACCT: 00113321179 OTHER DETAILS: For GDF SUEZ Gas NA LLC	WIRE TRANSFER NUMBERS (IF APPLICABLE):	BANK: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE):	ATTN: _____ ADDRESS: _____
BANK: _____ ACCT: _____ OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE):	BANK: _____ ACCT: _____ OTHER DETAILS: _____



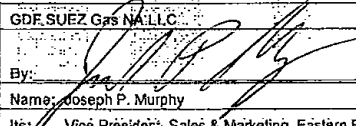
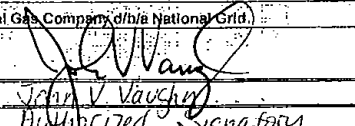
Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2: Transaction Procedure: <input type="checkbox"/> Oral (default) OR <input checked="" type="checkbox"/> Written	Section 10.2 Additional Events of Default: <input type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input checked="" type="checkbox"/> Transactional Cross Default Specified Transactions: _____
Section 2.7 Confirm, Deadline: <input checked="" type="checkbox"/> 2 Business Days after receipt (default) OR <input type="checkbox"/> _____ Business Days after receipt	
Section 2.8 Confirming Party: <input checked="" type="checkbox"/> Seller (default) OR <input type="checkbox"/> Buyer	
Section 3.2 Performance Obligation: <input checked="" type="checkbox"/> Cover Standard (default) OR <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages: <input checked="" type="checkbox"/> Early Termination Damages Apply (default) OR <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding:	
Section 2.3.1 Spot Price Publication: <input checked="" type="checkbox"/> Gas Daily Midpoint (default) OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs Apply (default): <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> Bilateral (default) <input checked="" type="checkbox"/> Triangular OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6: Taxes: <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date: <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) OR <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law: <u>State of New York</u>
Section 7.2 Method of Payment: <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 15.10 Confidentiality: <input checked="" type="checkbox"/> Confidentiality applies (default) OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting: <input checked="" type="checkbox"/> Netting applies (default) OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions: Number of sheets attached: 8 pages <input checked="" type="checkbox"/> Addendum(s): Liquefied Natural Gas Annex - 8 pages	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

GDF SUEZ Gas NA LLC By:  Name: Joseph P. Murphy Title: Vice President, Sales & Marketing, Eastern Region	Colonial Gas Company d/b/a National Grid By:  Name: John V. Vaughan Title: Authorized Signatory
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General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

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 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 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.

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 facsimile, 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 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.

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 Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall 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 among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (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 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.

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.

- 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).
- 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. 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 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. "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. "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.
- 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 hereunder.
- 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 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.

- 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.
- 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 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 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 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:	
<p>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 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 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 to (i) or (ii) above, as 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 Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas 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 invoice, which shall set forth the basis upon which such amount was calculated.</p>	

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 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.

3.3. 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 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).

4.2. 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 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 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.

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 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 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

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 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.

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 thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if 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 may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced 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 (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 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 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 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 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; 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 netting under this Section. If the parties have executed a separate netting 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, title 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 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 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 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 title 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 title 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 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, 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, or 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

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 ("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" 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 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 granted hereunder on that Adequate Assurance of Performance shall be released 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 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); (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; (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. 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 "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 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 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 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 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 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 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 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 or 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

<p>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.</p>
<p>Early Termination Damages Do Not Apply:</p> <p>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.</p> <p>The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.</p>
<p>Other Agreement Setoffs Apply:</p> <p>Bilateral Setoff Option:</p> <p>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 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 any other agreement or arrangement between the parties.</p> <p>Triangular Setoff Option:</p> <p>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 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 margin or 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 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 excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.</p> <p>Other Agreement Setoffs Do Not Apply:</p> <p>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.</p> <p>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 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 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.</p> <p>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 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 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.</p> <p>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.</p> <p>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.</p>

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting 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 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 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; (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, riots, 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 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 any or all of the following circumstances: (i) the curtailment 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 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 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 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 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 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 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.

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, 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 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.

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 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 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 announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary 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.

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 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 liability 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 other party. Upon any such assignment, transfer and assumption, the transferor 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 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, 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 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, 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 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 necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) 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 equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the 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.

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 Transaction Confirmation executed in writing by both parties

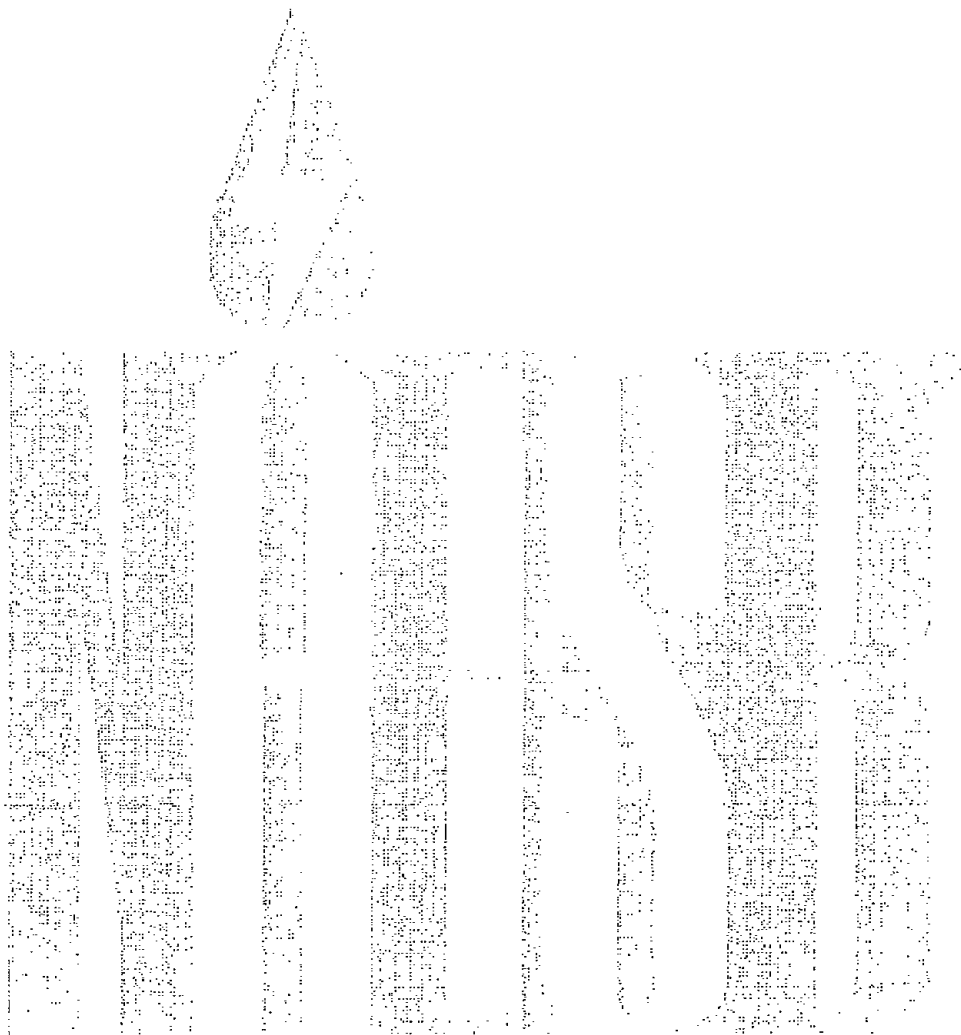
15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in 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 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 NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR 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.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A.

Letterhead/Logo		Date: _____ Transaction Confirmation #: _____
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated ____, _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: Attn: _____ Phone: _____ Fax: _____ Base Contract No.: _____ Transporter: _____ Transporter Contract Number: _____		BUYER: Attn: _____ Phone: _____ Fax: _____ Base Contract No.: _____ Transporter: _____ Transporter Contract Number: _____
Contract Price: \$_____/MMBtu or _____		
Delivery Period: Begin: _____ End: _____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2 at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): (If a pooling point is used, list a specific geographic and pipeline location): _____		
Special Conditions: 		
Seller: By: _____ Title: _____ Date: _____	Buyer: By: _____ Title: _____ Date: _____	



SPECIAL PROVISIONS

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 ("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.

- (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;

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."

- (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 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 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) 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

"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 12th 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 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:

“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]

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: 

Name: Joseph P. Murphy

Title: Vice President, Sales & Marketing
Eastern Region

COLONIAL GAS COMPANY
D/B/A NATIONAL GRID

By:  CRC

Name: John V. Vaughan

Title: Authorized Signatory

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,

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 ₂)	not to exceed 0.2
carbon dioxide (CO ₂)	between 0 and 2.00
ethane and heavier hydrocarbons (C ₂ +)	not to exceed 12.00
butanes and heavier hydrocarbons (C ₄ +)	not to exceed 1.50
- iv. An amount of H₂S 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

- 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:

- 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

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

- 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."

- 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:

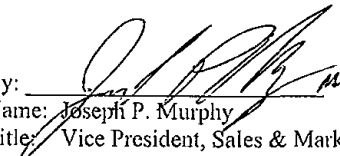
- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; 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]

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

COLONIAL GAS COMPANY D/B/A
NATIONAL GRID

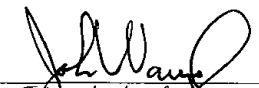


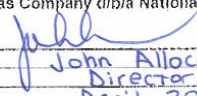
By:  CRC
Name: John V. Vuchich
Title: Authorized Signatory

EXHIBIT A

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

GDF SUEZ GAS NA LLC	Date: April 12, 2012 Transaction Confirmation: NSB040-1
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: GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB039	BUYER: Colonial Gas Company d/b/a National Grid c/o National Grid 40 Sylvan Road, E3/608 Waltham, MA 02451 Attn: Director, Gas Contracting & Compliance Telephone: (516) 545-3108 Electronic Mail: john.alloca@us.ngrid.com Base Contract No.:
<p>Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu equal to the following two (2) components:</p> <p>i) Commodity Rate: For each MMBtu of LNG ordered and delivered to Party B during the Delivery Period, Buyer will pay to Seller a Commodity Rate per MMBtu equal to "Algonquin citygates", as published in the monthly (first) issue of <i>Platts Inside Ferc's Gas Market Report</i>, under the "Northeast" section of "Market Center Spot-Gas Prices (per MMBtu)" for the month in which the LNG is purchased; and</p> <p>ii) Call Payment: Buyer will pay to Seller a nonrefundable call payment equal to \$3,816,000.00 U.S. Dollars, which shall be paid to Seller in six (6) equal, consecutive, monthly installments of \$545,143.00 each, and one (1) final payment of \$545,142.00, commencing in April 2012, and continuing through and including October 2012.</p> <p>(the Commodity Rate and the Call Payment referenced herein are collectively referred to as the "Contract Price").</p>	
Delivery Period: April 23, 2012, through and including October 31, 2012.	
Performance Obligation and Contract Quantity: Firm Liquid Service	
<p>Firm (Variable) Quantity: Buyer agrees to purchase, on a firm basis, a Maximum Daily Quantity ("MDQ") of LNG up to twenty (20) truckloads (approximately 19,000 MMBtu) per day and a total Contract Quantity during the Delivery Period not to exceed 2,400,000 MMBtu, plus any additional quantities required to fill a final truck to capacity.</p>	
<p>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 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 Point").</p>	
<p>Special Conditions:</p> <p>1) Transportation of LNG from the Facility shall be scheduled by Buyer. All costs associated with such transportation of LNG shall be the responsibility of Buyer. Subject to the foregoing, Seller and Buyer shall work together in good faith to agree on a schedule of deliveries of LNG. Such schedule shall take into consideration any commercially reasonable operational and maintenance constraints of the parties; provided, however that Seller shall use commercially reasonable efforts to accommodate Buyer's preferred delivery schedule of LNG. If, despite using good faith efforts, the parties are unable to agree on a delivery schedule, then Seller and Buyer agree that a meeting with each party's senior representatives shall occur immediately and within one (1) Business Day to resolve such dispute and determine a delivery schedule that is acceptable to both parties.</p> <p>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</p>	

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 Title: Vice President, Sales & Marketing, Eastern Region Date: 	Buyer: Colonial Gas Company d/b/a National Grid By:  Name: John Allocca Title: Director Date: April 20, 2012

VPW-OK DK

CRC

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

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.

(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.

(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)

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.

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 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.

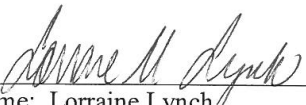
Section 3.05 – Counterparts

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

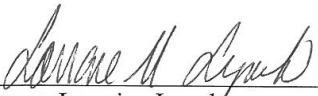
[Signatures begin on following page]

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.

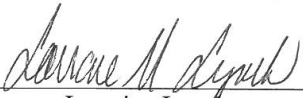
Massachusetts Electric Company

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

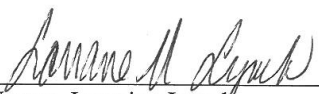
Nantucket Electric Company

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

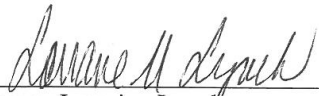
The Narragansett Electric Company

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

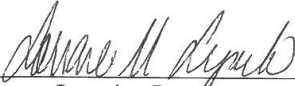
National Grid USA Service Company, Inc.

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


New England Electric Transmission Corporation

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

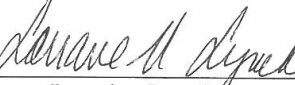
New England Power Company

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

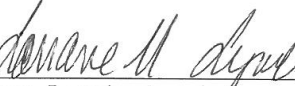
Niagara Mohawk Power Corporation

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


New England Hydro-Transmission Electric Company, Inc.

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

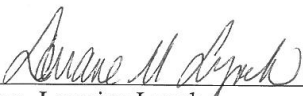
New England Hydro-Transmission Corporation

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

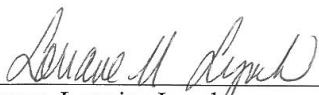
National Grid USA

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

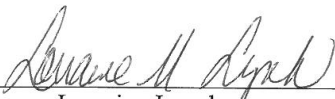
National Grid Engineering & Survey Inc.

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


National Grid Electric Services LLC

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

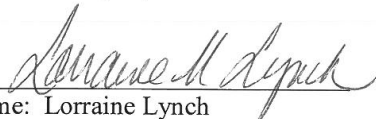
The Brooklyn Union Gas Company

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

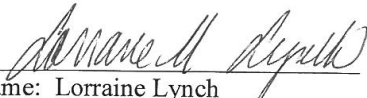
KeySpan Gas East Corporation

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

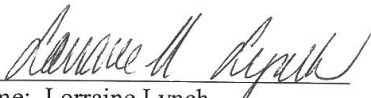
Boston Gas Company

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

Colonial Gas Company

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

KeySpan Corporation

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer



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,

A handwritten signature in blue ink, appearing to read "T. R. Teehan".

Thomas R. Teehan

Enclosures

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

NATIONAL GRID USA SERVICE COMPANY, INC.

SERVICE AGREEMENT

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

WHEREAS, Service Company is a service company affiliate of National Grid USA ("National Grid") which is a holding company under the Public Utility Holding Company Act of 2005, as amended (the "Act"); 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 Services Offered. 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 Modification of Services. 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

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 Compensation. 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

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 Billing. 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 15th 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 Effective Date. This Agreement shall become effective as of the Effective Date.

3.2 Term and Termination.

(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.

(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 Modification. 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 Notices. 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 Accounts. 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 Partial Execution; Additional Client Companies. 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.

4.5 Waiver. 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 No Third Party Beneficiaries. 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 Governing Law. 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 Counterparts. 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 Entire Agreement. 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 Severability. 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 Assignment. 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.

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.]

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

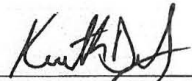
IN WITNESS WHEREOF, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

National Grid USA Service Company, Inc.

By: _____

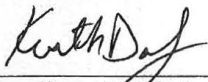
Name: Sharon Partridge
Title: Vice President

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

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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

Massachusetts Electric Company

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

Nantucket Electric Company

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

The Narragansett Electric Company

By: _____
Name: Timothy F. Horan
Title: President

**New England Electric Transmission
Corporation**

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

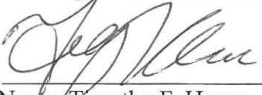
Massachusetts Electric Company

By: _____
Name: Marcy L. Reed
Title: President

Nantucket Electric Company

By: _____
Name: Marcy L. Reed
Title: President

The Narragansett Electric Company

By:  _____
Name: Timothy F. Horan
Title: President

**New England Electric Transmission
Corporation**

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

New England Power Company

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

**New England Hydro-Transmission Electric
Company, Inc.**

By: Peter A. Flynn
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: Marcy L. Reed
Name: Marcy L. Reed
Title: President

Colonial Gas Company

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

National Grid Generation LLC

By: Peter 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

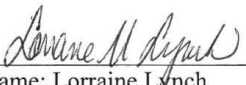
National Grid Energy Trading Services LLC

By: _____
Name: Lorraine Lynch
Title: Treasurer

National Grid Generation LLC

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

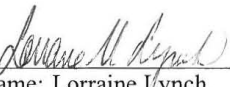
National Grid Engineering & Survey Inc.

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

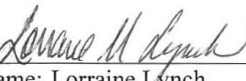
National Grid Electric Services LLC

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

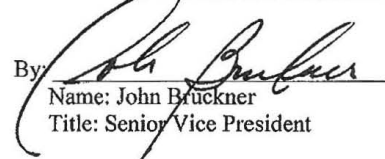
National Grid Generation LLC

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

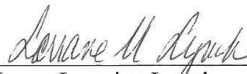
National Grid Energy Trading Services LLC

By: _____
Name: Lorraine Lynch
Title: Treasurer


**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: _____
Name: Peter G. Flynn
Title: President

**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 G. Flynn
Name: Peter G. Flynn
Title: President

**National Grid Port Jefferson Energy Center
LLC**

By: Peter G. Flynn
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

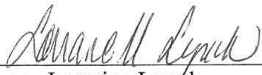
National Grid Services Inc.

By: _____
Name: Lorraine Lynch
Title: Treasurer

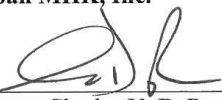
**National Grid Port Jefferson Energy Center
LLC**

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

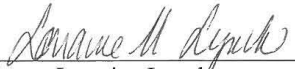
National Grid Technologies, Inc.

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


National Grid Services Inc.

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

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

By: _____
Name: John G. Cochrane
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

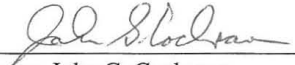
National Grid USA

By: _____
Name: Lorraine Lynch
Title: Vice President and Assistant Treasurer

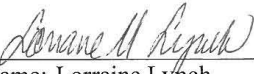
EUA Energy Investment Corporation

By: _____
Name: Lorraine Lynch
Title: Assistant Treasurer

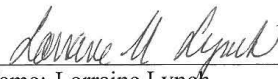
Metrowest Realty LLC

By:  _____
Name: John G. Cochrane
Title: Treasurer

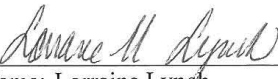
Metro Energy L.L.C.

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

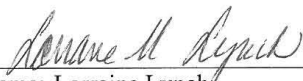
NEES Energy, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer


New England Energy Incorporated

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

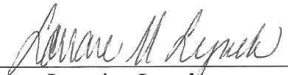
New England Hydro Finance Company, Inc.

By: 
Name: Lorraine Lynch
Title: President and Assistant Treasurer


NEWHC, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

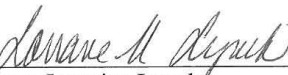
NM Properties, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer


NM Uranium, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer


Wayfinder Group, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

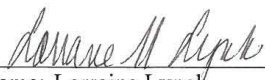
GridAmerica Holdings Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

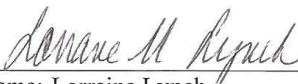
**National Grid Transmission Services
Corporation**

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

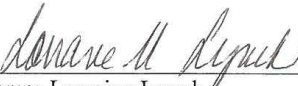
Newport America Corporation

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer


Niagara Mohawk Holdings, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

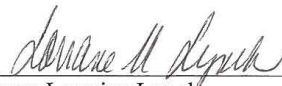
Patience Realty Corp.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer


Prudence Corporation

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer


British Transco Capital Inc.

By: 
Name: Lorraine Lynch
Title: Vice President

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: _____
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

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


Opinac North America, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

PCC Land Company, Inc.


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

Philadelphia Coke Co., Inc.


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

Port of the Islands North LLC

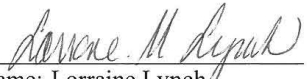
By: Land Management and Development, Inc.,
its sole member

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Eastern Associated Securities Corp.

By: 
Name: Charles V. DeRosa
Title: Treasurer

MyHomeGate, Inc.

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

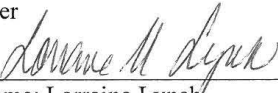
National Grid Telemetry Solutions, LLC

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

By: 
Name: Lorraine Lynch
Title: Treasurer

KSI Electrical, LLC

By: National Grid Services Inc., its sole member

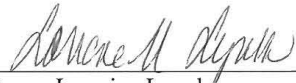
By: 
Name: Lorraine Lynch
Title: Treasurer

KSI Mechanical, LLC

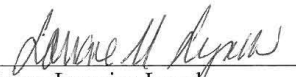
By: National Grid Services Inc., its sole member

By: 
Name: Lorraine Lynch
Title: Treasurer

National Grid Energy Management LLC

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

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.

By: _____
Name: Michael J. Nilsen
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

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.

By: _____
Name: Michael J. Nilsen
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

National Grid Energy Services LLC

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

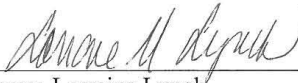
National Grid Energy Supply LLC

By: _____
Name: James A. Cross
Title: Vice President

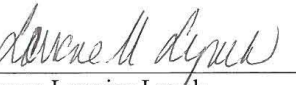
Broken Bridge Corp.

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

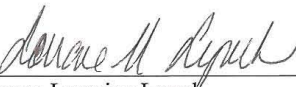
National Grid North East Ventures Inc.

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

KeySpan C.I. LTD

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

National Grid North East Ventures Inc.

By: _____
Name: Lorraine Lynch
Title: Assistant Treasurer

KeySpan International Corporation

By: _____
Name: Lorraine Lynch
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National Grid IGTS Corp.

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Name: Lorraine Lynch
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KeySpan Midstream, Inc.

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

KeySpan C.I. LTD

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

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

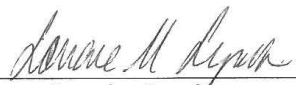
KeySpan Energy Development Co.

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

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

KeySpan C.I. II LTD

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

KeySpan CI Midstream Limited

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

KeySpan Energy Development Co.

By: Michael J. Nilsen
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

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


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

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

National Grid Islander East Pipeline LLC

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

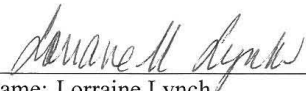
Upper Hudson Development Inc.

By: _____
Name: Lorraine Lynch
Title: Assistant Treasurer

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

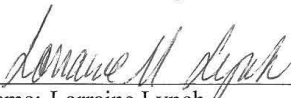
National Grid LNG LP LLC

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

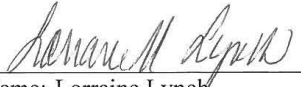
National Grid LNG LP

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

Upper Hudson Development Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

**Valley Appliance and Merchandising
Company**

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

65 Willis Lane Inc.

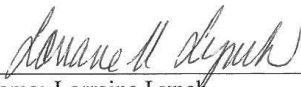
By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

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.

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.

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.

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:



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,

A handwritten signature in blue ink, appearing to read "T. Teehan", written over a horizontal line.

Thomas R. Teehan

Enclosures

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

NATIONAL GRID ENGINEERING & SURVEY INC.

SERVICE AGREEMENT

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

WHEREAS, Service Company is a service company affiliate of National Grid USA ("National Grid") which is a holding company under the Public Utility Holding Company Act of 2005, as amended (the "Act"); 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 Services Offered. 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 Modification of Services. 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

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 Compensation. 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

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 Billing. 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 15th 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 Effective Date. This Agreement shall become effective as of the Effective Date.

3.2 Term and Termination.

(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.

(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 Modification. 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 Notices. 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 Accounts. 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 Partial Execution; Additional Client Companies. 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.

4.5 Waiver. 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 No Third Party Beneficiaries. 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 Governing Law. 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 Counterparts. 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 Entire Agreement. 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 Severability. 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 Assignment. 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.

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.]

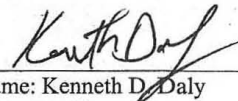
IN WITNESS WHEREOF, Service Company and the undersigned Client Companies have caused this Agreement to be executed by their respective duly authorized representatives.

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

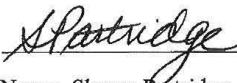
KeySpan Gas East Corporation

By: _____

Name: Charles V. DeRosa
Title: Vice President

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Niagara Mohawk Power Corporation

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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

Massachusetts Electric Company

By: Marcy Reed
Name: Marcy L. Reed
Title: President

Nantucket Electric Company

By: Marcy Reed
Name: Marcy L. Reed
Title: President

The Narragansett Electric Company

By: _____
Name: Timothy F. Horan
Title: President

**New England Electric Transmission
Corporation**

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

New England Power Company

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


Massachusetts Electric Company

By: _____
Name: Marcy L. Reed
Title: President

Nantucket Electric Company

By: _____
Name: Marcy L. Reed
Title: President

The Narragansett Electric Company

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

**New England Hydro-Transmission Electric
Company, Inc.**

By: Peter A. Flynn
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: Marcy Reed
Name: Marcy L. Reed
Title: President


Colonial Gas Company

By: Marcy Reed
Name: Marcy L. Reed
Title: President

National Grid Generation LLC

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


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: _____
Name: Peter G. Flynn
Title: President

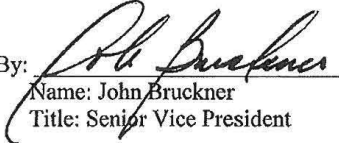
**National Grid Port Jefferson Energy Center
LLC**

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

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

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Name: Lorraine Lynch
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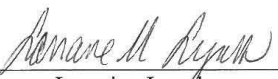
National Grid Glenwood Energy Center LLC

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

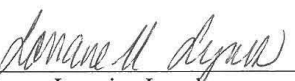
**National Grid Port Jefferson Energy Center
LLC**

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

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

By: _____
Name: John G. Cochrane
Title: Treasurer

Metro Energy L.L.C.

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

National Grid Services, Inc.

By: _____
Name: Lorraine Lynch
Title: Treasurer

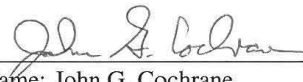
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Metro Energy L.L.C.

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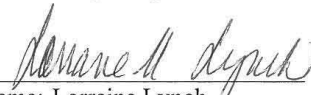
Wayfinder Group, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

National Grid Transmission Services Corporation

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Patience Realty Corp.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Prudence Corporation

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Transgas Inc.

By: Michael J. Nilsen
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

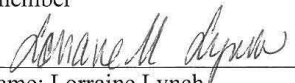
By: _____
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Title: Vice President and Treasurer

Transgas Inc.

By: _____
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member


By: 
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KSI Mechanical, LLC


By: National Grid Services Inc., its sole
member

By: 
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Title: Treasurer

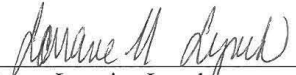
National Grid Energy Management LLC

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

National Grid Energy Services LLC

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

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

National Grid Energy Services LLC

By: _____
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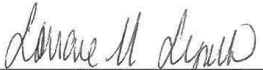
KeySpan Energy Development Co.

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

KeySpan Energy Services Inc.

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

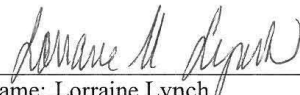
KeySpan Plumbing Solutions, Inc.

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

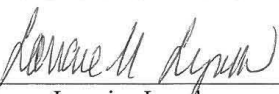
National Grid Millennium LLC

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

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: Michael J. Nilsen
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**

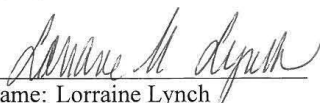
By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

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.

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:

Effective as of November 5, 2012 (the “Effective Date”)

RE: Termination of National Grid Engineering & Survey Inc. Service Agreement

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.]

IN WITNESS WHEREOF, the undersigned have duly executed this instrument
as of the Effective Date.

National Grid Engineering & Survey Inc.

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

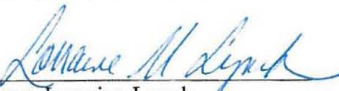
National Grid Corporate Services LLC

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

National Grid Electric Services LLC

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

National Grid Generation LLC

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

National Grid Services, Inc., and its subsidiaries

By: 
Name: Lorraine Lynch
Title: Treasurer

KeySpan Gas East Corporation

By: _____
Name: Colin Owyang
Title: Senior Vice President


The Brooklyn Union Gas Company

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

National Grid Services, Inc., and its subsidiaries

By: _____
Name: Lorraine Lynch
Title: Treasurer

KeySpan Gas East Corporation

By:  _____
Name: Colin Owyang
Title: Senior Vice President

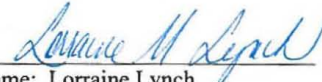
The Brooklyn Union Gas Company

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

National Grid Port Jefferson Energy Center LLC

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

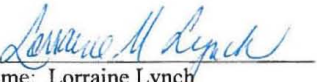
National Grid Glenwood Energy Center LLC

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

National Grid Energy Trading Services LLC

By: 
Name: Lorraine Lynch
Title: Treasurer

National Grid Development Holdings Corp., and its subsidiaries

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

Massachusetts Electric Company

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Vice President and Treasurer

Nantucket Electric Company

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Vice President and Treasurer

The Narragansett Electric Company

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Vice President and Treasurer

New England Power Company

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Vice President and Treasurer

New England Electric Transmission Corporation

By: Lorraine M. Lynch
Name: Lorraine Lynch
Title: Vice President and Treasurer

New England Hydro-Transmission Corporation

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

New England Hydro-Transmission Electric Company, Inc.

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

National Grid USA Service Company, Inc.

By: Lorraine M Lynch
Name: Lorraine Lynch
Title: Vice President and Assistant Treasurer


NEES Energy, Inc.

By: Lorraine M Lynch
Name: Lorraine Lynch
Title: Assistant Treasurer

New England Hydro Finance Company, Inc.

By: Lorraine M Lynch
Name: Lorraine Lynch
Title: President and Assistant Treasurer

Niagara Mohawk Power Corporation

By: 
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.

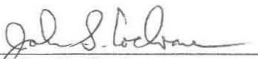
By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Termination – NGE&S Service Agreement

Niagara Mohawk Power Corporation

By: _____
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

Prudence Corporation

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Valley Appliance and Merchandising Company

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer

Wayfinder Group, Inc.

By: 
Name: Lorraine Lynch
Title: Assistant Treasurer



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 Company¹ 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,

A handwritten signature in blue ink, appearing to read "T. R. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid.



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.

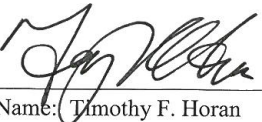
MASSACHUSETTS ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

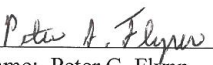
NANTUCKET ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

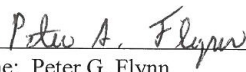
THE NARRAGANSETT ELECTRIC COMPANY

By: 
Name: Timothy F. Horan
Title: President

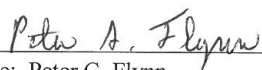
NEW ENGLAND POWER COMPANY

By: 
Name: Peter G. Flynn
Title: President

NEW ENGLAND ELECTRIC TRANSMISSION
CORPORATION

By: 
Name: Peter G. Flynn
Title: President

NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: 
Name: Peter G. Flynn
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

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

NIAGARA MOHAWK POWER CORPORATION

By: _____
Name: Kenneth D. Daly
Title: President

BOSTON GAS COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

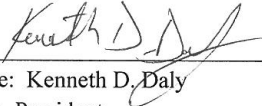
COLONIAL GAS COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

NEW ENGLAND HYDRO-TRANSMISSION ELECTRIC
COMPANY, INC.

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

NIAGARA MOHAWK POWER CORPORATION

By:  _____
Name: Kenneth D. Daly
Title: President

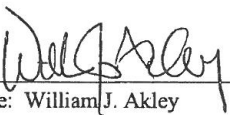
BOSTON GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

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

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

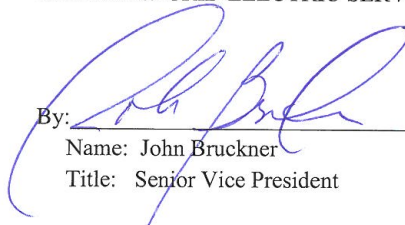
KEYSPAN GAS EAST CORPORATION

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

KEYSPAN GAS EAST CORPORATION

By: _____
Name: William J. Akley
Title: President

THE BROOKLYN UNION GAS COMPANY

By: _____
Name: Kenneth D. Daly
Title: President

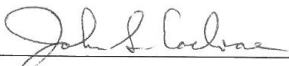
NATIONAL GRID ELECTRIC SERVICES LLC

By: _____
Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

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

NATIONAL GRID ENGINEERING & SURVEY INC.

By: 
Name: John G. Cochrane
Title: Executive Vice President



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.¹ 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,

A handwritten signature in blue ink that reads "T. R. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ Colonial Gas Company, Boston Gas Company, and The Narragansett Electric Company (each d/b/a National Grid).

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 Grid¹ 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

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; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. Providence Journal Company v. Convention Center Authority, 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. Providence Journal, 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

¹ The Narragansett Electric Company d/b/a National Grid (“National Grid or “the Company”).

established in Providence Journal v. Kane, 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.

WHEREFORE, the Company respectfully requests that the Division grant
its Request for Protective Treatment as stated herein.

Respectfully submitted,

NATIONAL GRID

By its attorney,



Thomas R. Teehan, Esq. (RI Bar #4698)
National Grid
280 Melrose Street
Providence, RI 02907
(401) 784-7667

Dated: April 8, 2013

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:

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.
- 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.
- 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 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.
- 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.
- 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.

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.

- 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.
- 3.7 As between the Parties, Narragansett shall bear the risk of loss and 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.

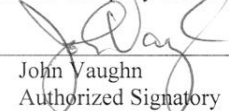
The Parties have acknowledged their agreement to the terms and conditions contained herein by executing this Agreement below.

Colonial Gas Company d/b/a National Grid



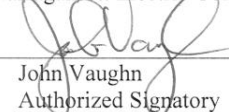
John Vaughn
Authorized Signatory

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

Contract 12 3248 T000003751

 ORIGINAL

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

PARTY A		PARTY B	
GDF SUEZ GAS NA LLC	PARTY NAME:	THE NARRAGANSETT ELECTRIC COMPANY D/B/A 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:		
10-671-4414	D-U-N-S® NUMBER:		
<input checked="" type="checkbox"/> US FEDERAL: 04-3009638 <input type="checkbox"/> OTHER: N/A	TAX ID NUMBERS:	<input checked="" type="checkbox"/> US FEDERAL: <input type="checkbox"/> OTHER:	
Delaware	JURISDICTION OF ORGANIZATION:	Rhode Island	
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	COMPANY TYPE:	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	
	GUARANTOR (IF APPLICABLE):		
CONTACT INFORMATION			
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Vice President, Sales & Marketing TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: joseph.murphy@gdfsuezna.com	COMMERCIAL	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arancio@us.ngrid	
1990 Post Oak Boulevard, Houston, TX 77056 ATTN: Manager, Gas Supply Operations TEL#: (713) 636-1528 FAX#: (713) 636-1247 EMAIL: joe.deschamps@gdfsuezna.com	SCHEDULING	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arancio@us.ngrid	
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com	CONTRACT AND LEGAL NOTICES	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid	
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Director, Credit TEL#: (713) 636-1788 FAX#: (713) 636-1695 EMAIL: jane.willite@gdfsuezna.com	CREDIT	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Credit Department TEL#: (516) 545-3122 FAX#: (516) 545-5469 EMAIL: eboni.liroune@us.ngrid	
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com	TRANSACTION CONFIRMATIONS	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid	
ACCOUNTING INFORMATION			
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Revenue Analyst TEL#: (713) 636-1422 FAX#: (713) 636-1613 EMAIL: blanca.rios@gdfsuezna.com	INVOICES PAYMENTS SETTLEMENTS	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Back Office TEL#: (516) 545-8032 FAX#: (516) 545-5469 EMAIL:	
BANK: JP Morgan Chase Bank ABA: 021000021 ACCT: 00113321179 OTHER DETAILS: For GDF SUEZ Gas NA LLC	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: ABA: ACCT: OTHER DETAILS:	
ATTN: ADDRESS:	CHECKS (IF APPLICABLE)	ATTN: ADDRESS:	
BANK: ABA: ACCT: OTHER DETAILS:	ACH NUMBERS (IF APPLICABLE)	BANK: ABA: ACCT: OTHER DETAILS:	



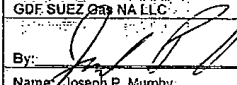
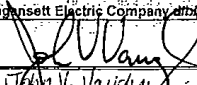
Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written	Section 10.2 Additional Events of Default <input type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input checked="" type="checkbox"/> Transactional Cross Default Specified Transactions: _____
Section 2.7 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt	
Section 2.8 Confirming Party <input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer	
Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding	
Section 2.3.1 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> Bilateral (default) <input checked="" type="checkbox"/> Triangular <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law State of New York
Section 7.2 Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) <input type="checkbox"/> Netting does not apply	
Special Provisions: Number of sheets attached: 6 pages. Addendum(s): Liquefied Natural Gas Annex - 6 pages.	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

GDF SUEZ or NA LLC By:  Name: Joseph P. Murphy Title: Vice President, Sales & Marketing, Eastern Region	THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID By:  Name: John V. Vaughan Title: Authorized Signatory
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General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

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 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 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.

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 facsimile, 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 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.

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 Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall 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 among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2; (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 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.

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.

- 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).
- 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. 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 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. "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. "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.
- 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 hereunder.
- 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 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.

- 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.
- 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 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 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 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 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 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 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 to (i) or (ii) above, as 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 Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas 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 invoice, which shall set forth the basis upon which such amount was calculated.

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 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.

3.3. 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 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).

4.2. 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 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 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.

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 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 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

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 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.

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 thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if 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 may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced 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 (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 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 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 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 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; 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 netting under this Section. If the parties have executed a separate netting 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, title 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 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 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, 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 title 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 title 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 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, 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 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

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 ("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" 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 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 granted hereunder on that Adequate Assurance of Performance shall be released 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 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); (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; (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. 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 "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 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 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 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 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 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 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 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 or 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

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 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 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 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 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 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 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 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 margin or 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 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 excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.
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 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 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 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 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 accrue 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.
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.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting 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 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 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; (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; riots, 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 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 any or all of the following circumstances: (i) the curtailment 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 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 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 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 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 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 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.

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, 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 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.

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 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 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 announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary 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.

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 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 liability 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 other party. Upon any such assignment, transfer and assumption, the transferor 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 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, 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 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, 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 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 necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) 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 equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the 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.

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 Transaction Confirmation executed in writing by both parties.

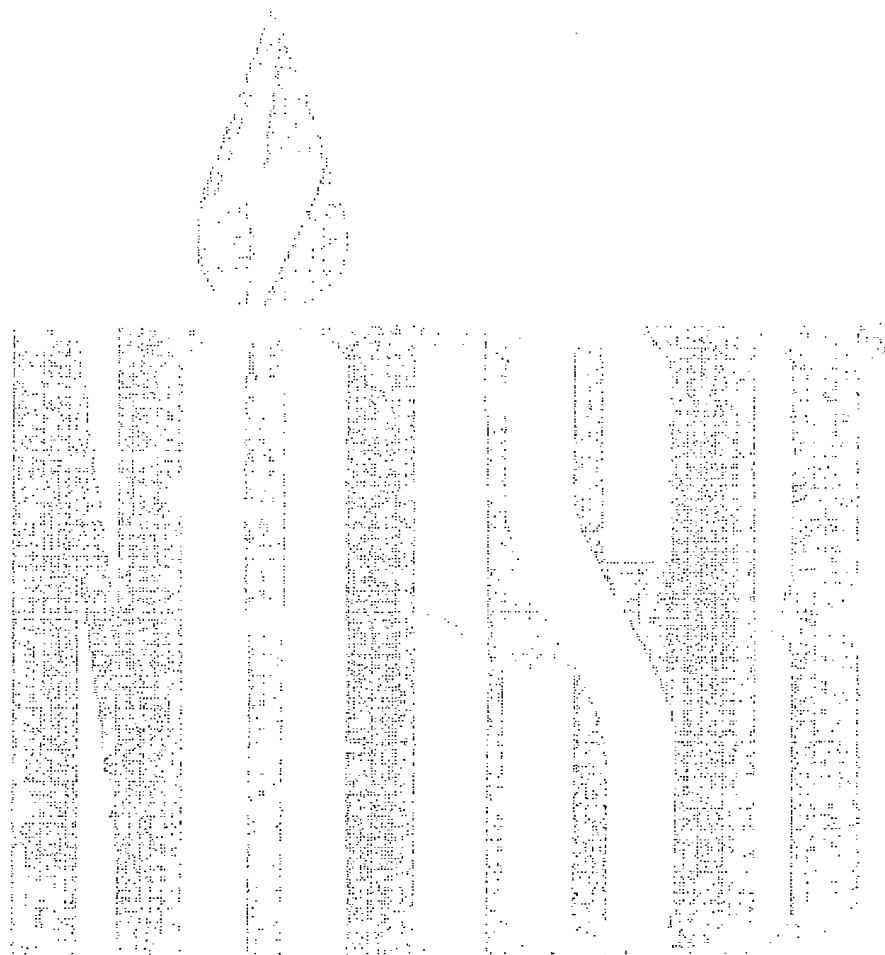
15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in 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 a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purpose of this Contract is 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 NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR 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.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo:	Date: _____ Transaction Confirmation #: _____			
<p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.</p>				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$ _____ /MMBtu or _____				
Delivery Period: Begin: _____ End: _____				
Performance Obligation and Contract Quantity: (Select One).				
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2, at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2, at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2, at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location)				
Special Conditions:				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			



SPECIAL PROVISIONS

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.

- (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; 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."

- (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 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

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) 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 "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 12th 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

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."

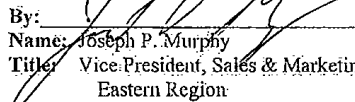
- (20) The following language is added as a new Section 15.15:

"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."

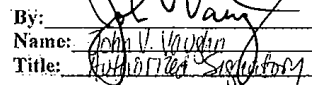
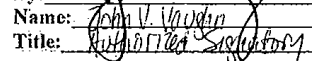
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IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ Gas NA LLC

By: 
Name: Joseph P. Murphy
Title: Vice President, Sales & Marketing
Eastern Region

THE NARRAGANSETT
ELECTRIC COMPANY
D/B/A NATIONAL GRID

By: 
Name: John V. Vaughn
Title: 

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,

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 ₂)	not to exceed 0.2
carbon dioxide (CO ₂)	between 0 and 2.00
ethane and heavier hydrocarbons (C ₂ +)	not to exceed 12.00
butanes and heavier hydrocarbons (C ₄ +)	not to exceed 1.50
- iv. An amount of H₂S 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

- 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:

- 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

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

- 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."

- 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:

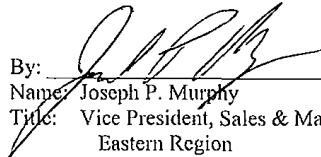
- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; 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.

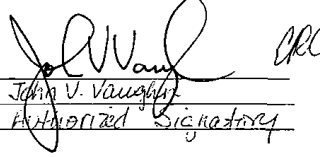
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IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

By: 
Name: Joseph P. Murphy
Title: Vice President, Sales & Marketing,
Eastern Region

**THE NARRAGANSETT ELECTRIC
COMPANY D/B/A NATIONAL GRID**

By: 
Name: John V. Vaughan
Title: Authorized Signatory

Contract id 3246 T00000 3749
ORIGINAL

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

PARTY A		PARTY NAME	PARTY B
GDF SUEZ GAS NA LLC			COLONIAL GAS COMPANY D/B/A NATIONAL GRID
20 City Square, Suite 3 Charlestown, MA 02129		ADDRESS:	c/o National Grid 40 Sylvan Road, E3806 Waltham, MA 02451
www.gdfsuez.com		BUSINESS WEBSITE:	www.nationalgrid.com
NSB040		CONTRACT NUMBER:	
19-671-4414		D-U-S# NUMBER:	006954903
<input checked="" type="checkbox"/> US FEDERAL: 04-3009638 <input type="checkbox"/> OTHER: N/A		TAX ID NUMBERS:	<input checked="" type="checkbox"/> US FEDERAL: 04-3480443 <input type="checkbox"/> OTHER:
Delaware		JURISDICTION OF ORGANIZATION:	Commonwealth of Massachusetts
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP		COMPANY TYPE:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> LLP
<input checked="" type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other:		GUARANTOR (IF APPLICABLE):	<input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other:
CONTACT INFORMATION			
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Vice President, Sales & Marketing TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: joseph.murphy@gdfsuezna.com		COMMERCIAL:	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arango@us.ngrid
1990 Post Oak Boulevard, Houston, TX 77056 ATTN: Manager, Gas Supply Operations TEL#: (713) 636-1528 FAX#: (713) 636-1247 EMAIL: joe.deschamps@gdfsuezna.com		SCHEDULING:	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arango@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com		CONTRACT AND LEGAL NOTICES:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Director, Credit TEL#: (713) 636-1788 FAX#: (713) 636-1695 EMAIL: jane.wilhelm@gdfsuezna.com		CREDIT:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Credit Department TEL#: (516) 545-3122 FAX#: (516) 545-5469 EMAIL: eboni.trolope@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com		TRANSACTION CONFIRMATIONS:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid
ACCOUNTING INFORMATION			
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Revenue Analyst TEL#: (713) 636-1422 FAX#: (713) 636-1613 EMAIL: blanca.rlos@gdfsuezna.com		INVOICES: PAYMENTS: SETTLEMENTS:	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Back Office TEL#: (516) 545-6032 FAX#: (516) 545-5469 EMAIL:
BANK: JP Morgan Chase Bank ABA: 021030021 ACCT: 00113321179 OTHER DETAILS: For GDF SUEZ Gas NA LLC		WIRE TRANSFER NUMBERS (IF APPLICABLE):	BANK: ABA: ACCT:
ATTN: ADDRESS:		CHECKS (IF APPLICABLE):	ATTN: ADDRESS:
BANK: ABA: ACCT:		ACH NUMBERS (IF APPLICABLE):	BANK: ABA: ACCT:
OTHER DETAILS:			OTHER DETAILS:



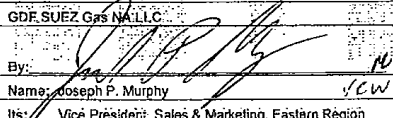
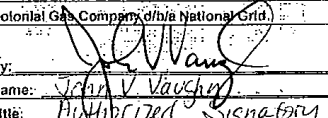
Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2: Transaction Procedure: <input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written	Section 10.2 Additional Events of Default: <input type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input checked="" type="checkbox"/> Transactional Cross Default Specified Transactions: _____
Section 2.7 Confirm, Deadline: <input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt	
Section 2.8 Confirming Party: <input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer	
Section 3.2 Performance Obligation: <input checked="" type="checkbox"/> Cover Standard (default) <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages: <input checked="" type="checkbox"/> Early Termination Damages Apply (default) <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding:	
Section 2.3.1 Spot Price Publication: <input checked="" type="checkbox"/> Gas Daily Midpoint (default) <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs: <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> Bilateral (default) <input checked="" type="checkbox"/> Triangular <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes: <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date: <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) <input type="checkbox"/> Day of Month following Month of delivery	Section 16.5 Choice Of Law: State of New York
Section 7.2 Method of Payment: <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 18.10 Confidentiality: <input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting: <input checked="" type="checkbox"/> Netting applies (default) <input type="checkbox"/> Netting does not apply	
Special Provisions: Number of sheets attached: 6 pages. Addendum(s): Liquefied Natural Gas Annex - 6 pages.	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

GDF SUEZ Gas NA LLC By:  Name: Joseph P. Murphy Title: Vice President, Sales & Marketing, Eastern Region	Colonial Gas Company d/b/a National Grid By:  Name: John V. Vaughn Title: Authorized Signatory
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General Terms and Conditions Base Contract for Sale and Purchase of Natural Gas

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 2.8.

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 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 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.

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 facsimile, 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 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.

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 Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall 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 among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (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 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.

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.

- 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).
- 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. 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 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. "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. "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.
- 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 hereunder.
- 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 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.

- 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.
- 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 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 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 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	
<p>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 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 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 to (i) or (ii) above, as 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 Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas 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 invoice, which shall set forth the basis upon which such amount was calculated.</p>	

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 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.

3.3. 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 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).

4.2. 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 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 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.

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 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 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

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 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.

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 thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if 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 may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced 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 (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 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 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 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 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; 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 netting under this Section. If the parties have executed a separate netting 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, title 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 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 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, 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 title 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 title 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 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, 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 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

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 ("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" 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 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 granted hereunder on that Adequate Assurance of Performance shall be released 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 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); (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; (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. 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 "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 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 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 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 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 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 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 Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any of all of the settlement prices of NYMEX Gas futures 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 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

<p>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.</p>
<p>Early Termination Damages Do Not Apply:</p> <p>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.</p> <p>The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.</p>
<p>Other Agreement Setoffs Apply:</p> <p>Bilateral Setoff Option:</p> <p>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 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 any other agreement or arrangement between the parties.</p> <p>Triangular Setoff Option:</p> <p>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 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 margin or 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 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 excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.</p> <p>Other Agreement Setoffs Do Not Apply:</p> <p>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.</p> <p>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 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 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.</p> <p>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 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 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.</p> <p>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.</p> <p>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.</p>

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting 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 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 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; (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, riots, 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 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 any or all of the following circumstances: (i) the curtailment 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 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 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 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 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 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 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.

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, 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 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.

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 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 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 announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary 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.

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 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 liability 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 other party. Upon any such assignment, transfer and assumption, the transferor 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 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, 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 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, 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 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 necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) 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 equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the 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.

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 Transaction Confirmation executed in writing by both parties.

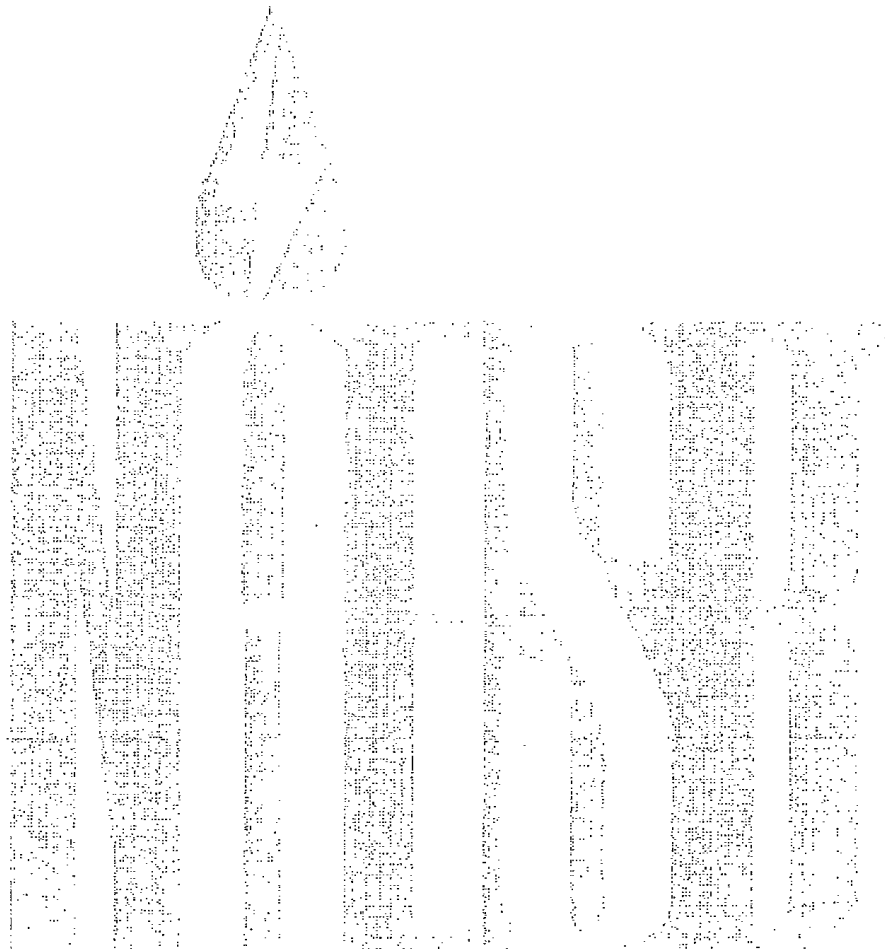
15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in 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 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 NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR 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.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo	Date: _____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$ _____ /MMBtu or _____				
Delivery Period: Begin: _____ End: _____				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): (If a pooling point is used, list a specific geographic and pipeline location)				
Special Conditions 				
Seller: By: _____ Title: _____ Date: _____	Buyer: By: _____ Title: _____ Date: _____			



SPECIAL PROVISIONS

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 ("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.

- (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;

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."

- (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 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 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) 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

"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 12th 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 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:

"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]

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: 

Name: Joseph P. Murphy

Title: Vice President, Sales & Marketing
Eastern Region

COLONIAL GAS COMPANY
D/B/A NATIONAL GRID

By: 

Name: John V. Vaughan

Title: Authorized Signatory

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,

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 ₂)	not to exceed 0.2
carbon dioxide (CO ₂)	between 0 and 2.00
ethane and heavier hydrocarbons (C ₂ +)	not to exceed 12.00
butanes and heavier hydrocarbons (C ₄ +)	not to exceed 1.50
- iv. An amount of H₂S 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

- 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:

- 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

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

- 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."

- 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:

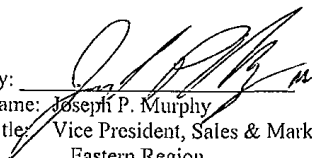
- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; 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.

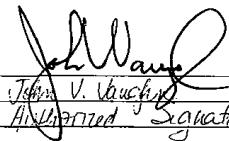
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IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

GDF SUEZ GAS NA LLC

By: 
Name: Joseph P. Murphy
Title: Vice President, Sales & Marketing,
Eastern Region

**COLONIAL GAS COMPANY D/B/A
NATIONAL GRID**

By:  CRC
Name: John V. Buckley
Title: Authorized Signatory

Contract 12 3245

100000 3748
ORIGINAL

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: December 19, 2011.

The parties to this Base Contract are the following:

PARTY A	PARTY NAME	PARTY B
GDF SUEZ GAS NA LLC 20 City Square, Suite 3 Charlestown, MA 02129	ADDRESS 40 Sylvan Road, E3606 Waltham, MA 02451	BOSTON GAS COMPANY D/B/A NATIONAL GRID c/o National Grid 40 Sylvan Road, E3606 Waltham, MA 02451
<u>www.gdfsuez.com</u>	BUSINESS WEBSITE <u>www.nationalgrid.com</u>	
NSB039	CONTRACT NUMBER	
19-671-4414	D-U-N-S® NUMBER	
<input checked="" type="checkbox"/> US FEDERAL: 04-3009638 <input type="checkbox"/> OTHER: N/A	TAX ID NUMBERS	<input checked="" type="checkbox"/> US FEDERAL: <input type="checkbox"/> OTHER:
Delaware	JURISDICTION OF ORGANIZATION	Commonwealth of Massachusetts
<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:	COMPANY TYPE	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other:
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Vice President, Sales & Marketing TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: joseph.murphy@gdfsuezna.com	COMMERCIAL	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arancio@us.ngrid
1990 Post Oak Boulevard, Houston, TX 77056 ATTN: Manager, Gas Supply Operations TEL#: (713) 636-1528 FAX#: (713) 636-1247 EMAIL: joe.deschamps@gdfsuezna.com	SCHEDULING	c/o National Grid, 40 Sylvan Road, Waltham, MA 02451 ATTN: Director, Customer Choice/ Gas Resource Mgt TEL#: (781) 907-1639 FAX#: (781) 907-1647 EMAIL: elizabeth.arancio@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com	CONTRACT AND LEGAL NOTICES	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Director, Credit TEL#: (713) 636-1788 FAX#: (713) 636-1695 EMAIL: jane.white@gdfsuezna.com	CREDIT	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Credit Department TEL#: (516) 545-3122 FAX#: (516) 545-5469 EMAIL: eboni.roupe@us.ngrid
20 City Square, Suite 3, Charlestown, MA 02129 ATTN: Contract Administration TEL#: (617) 886-8700 FAX#: (617) 886-8844 EMAIL: saundra.quadagno@gdfsuezna.com	TRANSACTION CONFIRMATIONS	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Director, Gas Contracting & Compliance TEL#: (516) 545-3108 FAX#: (516) 545-5469 EMAIL: john.alloca@us.ngrid
ACCOUNTING INFORMATION		
1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056 ATTN: Revenue Analyst TEL#: (713) 636-1422 FAX#: (713) 636-1613 EMAIL: bianca.rios@gdfsuezna.com	INVOICES PAYMENTS SETTLEMENTS	c/o National Grid, 100 East Old Country Rd, Hicksville, NY 11801 ATTN: Back Office TEL#: (516) 545-6032 FAX#: (516) 545-5469 EMAIL:
BANK: JP Morgan Chase Bank ABA: 021000021 ACCT: 00113321178 OTHER DETAILS: For GDF SUEZ Gas NA LLC	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: ABA: ACCT:
ATTN: ADDRESS:	CHECKS (IF APPLICABLE)	ATTN: ADDRESS:
BANK: ABA: ACCT:	ACH NUMBERS (IF APPLICABLE)	BANK: ABA: ACCT:
OTHER DETAILS:		OTHER DETAILS:



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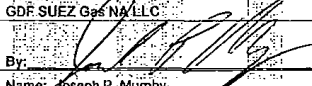
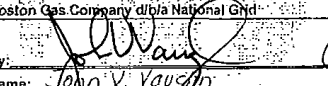
Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure <input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written	Section 10.2 Additional Events of Default <input type="checkbox"/> No Additional Events of Default (default) <input type="checkbox"/> Indebtedness Cross Default <input type="checkbox"/> Party A: _____ <input type="checkbox"/> Party B: _____ <input checked="" type="checkbox"/> Transactional Cross Default Specified Transactions: _____
Section 2.7 Confirm Deadline <input checked="" type="checkbox"/> 2 Business Days after receipt (default) <input type="checkbox"/> _____ Business Days after receipt	
Section 2.8 Confirming Party <input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> OR <input type="checkbox"/> Buyer	
Section 3.2 Performance Obligation <input checked="" type="checkbox"/> Cover Standard (default) <input type="checkbox"/> OR <input type="checkbox"/> Spot Price Standard	Section 10.3.1 Early Termination Damages <input checked="" type="checkbox"/> Early Termination Damages Apply (default) <input type="checkbox"/> OR <input type="checkbox"/> Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding:	
Section 2.31 Spot Price Publication <input checked="" type="checkbox"/> Gas Daily Midpoint (default) <input type="checkbox"/> OR <input type="checkbox"/> _____	Section 10.3.2 Other Agreement Setoffs <input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> OR <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
Section 6 Taxes <input checked="" type="checkbox"/> Buyer Pays At and After Delivery Point (default) <input type="checkbox"/> OR <input type="checkbox"/> Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date <input checked="" type="checkbox"/> 25 th Day of Month following Month of delivery (default) <input type="checkbox"/> OR <input type="checkbox"/> Day of Month following Month of delivery	Section 15.5 Choice Of Law <input checked="" type="checkbox"/> State of New York
Section 7.2 Method of Payment <input checked="" type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input type="checkbox"/> Check	Section 15.10 Confidentiality <input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> OR <input type="checkbox"/> Confidentiality does not apply
Section 7.7 Netting <input checked="" type="checkbox"/> Netting applies (default) <input type="checkbox"/> OR <input type="checkbox"/> Netting does not apply	
<input checked="" type="checkbox"/> Special Provisions: Number of sheets attached: 6 pages <input checked="" type="checkbox"/> Addendum(s): Liquefied Natural Gas Annex - 8 pages	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

GDF SUEZ Gas NA LLC	PARTY NAME	Boston Gas Company d/b/a National Grid
By: 	SIGNATURE	By: 
Name: Joseph P. Murphy	PRINTED NAME	Name: John V. Vaughn
Title: Vice President, Sales & Marketing, Eastern Region	TITLE	Title: Authorized Signatory

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

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 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 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.

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 facsimile, 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 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.

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 Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall 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 among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (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 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.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in this 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.

- 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).
- 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. 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 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. "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. "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.
- 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 hereunder.
- 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 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.

- 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.
- 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 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 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 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 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 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 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 to (i) or (ii) above, as 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 Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas 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 invoice, which shall set forth the basis upon which such amount was calculated.

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 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.

3.3. 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 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).

4.2. 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 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 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.

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 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 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

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 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.

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 thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if 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 may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced 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 (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 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 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 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 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; 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 netting under this Section. If the parties have executed a separate netting 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, title 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 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 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, 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 title 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 title 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 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, 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 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

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 ("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" 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 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 granted hereunder on that Adequate Assurance of Performance shall be released 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 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); (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; (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. 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 "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 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 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 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 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 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 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 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 or 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

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 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 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 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 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 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 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 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 margin or 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 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 excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.
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 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 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 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 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 accrue 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.
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.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting 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 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 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; (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, riots, 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 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 any or all of the following circumstances: (i) the curtailment 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 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 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 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 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 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 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.

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, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED HEREIN, 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 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.

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 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 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 announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuance or material suspension of trading on the exchange or market acting as the index; (c) the temporary 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.

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 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 liability 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 other party. Upon any such assignment, transfer and assumption, the transferor 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 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, 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 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, 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 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 necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) 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 equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the 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,

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 Transaction Confirmation executed in writing by both parties.

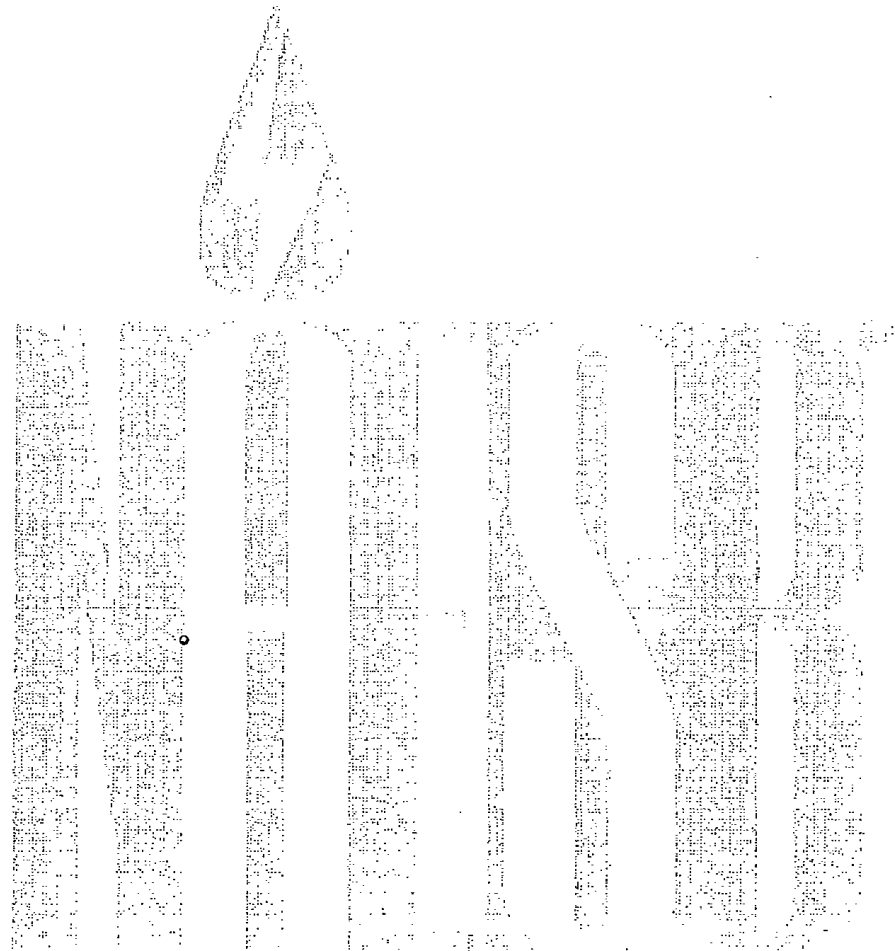
15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in 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 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 NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR 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.

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

Letterhead/Logo		Date: _____ Transaction Confirmation #: _____
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.		
SELLER: _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____		BUYER: _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____
Contract Price: \$ _____ /MMBtu or _____		
Delivery Period: Begin: _____ End: _____		
Performance Obligation and Contract Quantity: (Select One)		
Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2, at election of <input type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
Delivery Point(s): (If a pooling point is used, list a specific geographic and pipeline location):		
Special Conditions:		
Seller: By: _____ Title: _____ Date: _____		Buyer: By: _____ Title: _____ Date: _____



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 ("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 Boston Gas 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.

(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;

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."

- (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 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 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) 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

"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 12th 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 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."

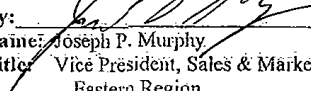
- (20) The following language is added as a new Section 15.15:

"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."

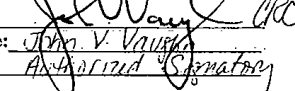
[This section intentionally left blank]

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: 
Name: Joseph P. Murphy
Title: Vice President, Sales & Marketing
Eastern Region

BOSTON GAS COMPANY D/B/A
NATIONAL GRID

By: 
Name: John V. Vary
Title: Authorized Signatory

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,

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 ₂)	not to exceed 0.2
carbon dioxide (CO ₂)	between 0 and 2.00
ethane and heavier hydrocarbons (C ₂ +)	not to exceed 12.00
butanes and heavier hydrocarbons (C ₄ +)	not to exceed 1.50
- iv. An amount of H₂S 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

- 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:

- 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

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

- 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."

- 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:

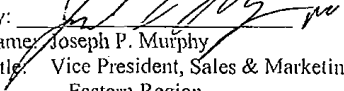
- i. either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, servitudes, rights of way, grants, permits or licenses; 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.

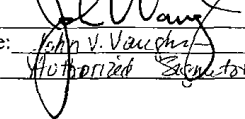
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IN WITNESS WHEREOF, the parties hereto have executed this LNG Annex to supplement and, where applicable, to modify and supersede the Base Contract by and between the parties.

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: John V. Vazouzis
Title: Authorized Signatory

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

GDF SUEZ GAS NA LLC		Date: March 28, 2013 Transaction Confirmation: NSB039-5
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: GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB039		Buyer or Party B: Boston Gas Company d/b/a National Grid c/o National Grid 40 Sylvan Road, E3/606 Waltham, MA 02451 Attn: Director Gas Supply Planning Telephone: (781) 907-1639 Electronic Mail: elizabeth.arancio@nationalgrid.com
Contract Price: Party B shall pay to Party A a Contract Price equal to the following two components: <div style="background-color: black; height: 150px; width: 100%;"></div>		
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) 13,000 MMBtu (up to thirteen (13) 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 as set forth below, and (iii) a total Contract Quantity not to exceed 1,480,000 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:		
<u>Month:</u>	<u>MinMQ:</u>	<u>MaxMQ (of LNG):</u>
April	111,000 MMBtu	up to 259,000 MMBtu
May	74,000 MMBtu	up to 222,000 MMBtu

June	81,400 MMBtu	up to 229,400 MMBtu
July	135,050 MMBtu	up to 283,050 MMBtu
August	159,100 MMBtu	up to 307,100 MMBtu
September	111,000 MMBtu	up to 259,000 MMBtu
October	290,450 MMBtu	up to 438,450 MMBtu
November	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 lead 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. JW acc

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 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.

<p>Seller or Party A: GDF SUEZ Gas NA LLC</p> <p>By: <u>[Signature]</u> Name: Juan M. Restrepo Title: Vice President Date: March 2013</p>	<p>Buyer or Party B: Boston Gas Company d/b/a National Grid</p> <p>By: <u>[Signature]</u> Name: John V. Vaughn Title: Authorized Signatory Date: _____</p>
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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

GDF SUEZ GAS NA LLC		Date: March 28, 2013 Transaction Confirmation: NSB040-2
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: GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB039		BUYER: 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 Base Contract No.:
Contract Price: Buyer shall pay to Seller a Contract Price equal to the following two (2) components: <div style="background-color: black; height: 150px; width: 100%;"></div>		
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) 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 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 each Month during the term of the Delivery Period are as follows:		
<u>Month:</u>	<u>MinMQ:</u>	<u>MaxMQ (of LNG):</u>
April	63,000 MMBtu	up to 147,000 MMBtu
May	42,000 MMBtu	up to 126,000 MMBtu
June	46,200 MMBtu	up to 130,200 MMBtu

July	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

Notwithstanding this ^{monthly} money 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 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 Everett, Massachusetts ("Facility"). Notwithstanding the foregoing, Seller hereby reserves its right to ~~lead 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 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: <u>[Signature]</u> Name: Juan M. Restrepo Title: Vice President Date: March __, 2013	Buyer: Colonial Gas Company d/b/a National Grid By: <u>[Signature]</u> Name: John V. Vaughn Title: Authorized Signatory Date: _____
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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

GDF SUEZ GAS NA LLC		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: GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB042		Buyer or Party B: The Narragansett Electric Company d/b/a National Grid c/o National Grid 40 Sylvan Road, E3/606 Waltham, MA 02451 Attn: Director, Gas Supply Planning 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: <div style="background-color: black; height: 100px; width: 100%;"></div>		
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 "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 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:		
<u>Month:</u>	<u>MinMQ:</u>	<u>MMQ (of LNG):</u>
April	126,000 MMBtu	up to 294,000 MMBtu
May	84,000 MMBtu	up to 252,000 MMBtu
June	92,400 MMBtu	up to 260,400 MMBtu

July	153,300 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 Everett, 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 Point"; as well as to make deliveries to Buyer at Buyer's facilities, at the Contract Price.~~ *FW OK*

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: GDF SUEZ Gas NA LLC By: <u>Juan M. Restrepo</u> Name: Juan M. Restrepo Title: Vice President Date: March __, 2013 <i>JMR - CRM</i>	Buyer or Party B: The Narragansett Electric Company d/b/a National Grid By: <u>John V. Vaughn</u> Name: John V. Vaughn Title: Authorized Signatory Date: _____ <i>OK</i>
--	---



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,

A handwritten signature in blue ink that reads "T. R. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

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

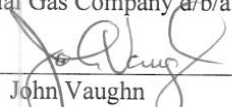
- 1.1 From time to time during the term of the Boston Agreement, Boston shall sell LNG purchased from Transco pursuant to the Boston Agreement to Colonial and/or Narragansett.
- 1.2 For such sales, transfer of title to the LNG from Boston to Colonial and/or Narragansett shall take place immediately upon 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.

- 1.5 Colonial and/or Narragansett shall arrange for transportation of any LNG purchased from Boston at the Transco 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 May 1, 2013 through and including April 30, 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.

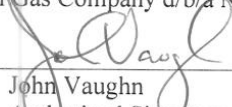
Colonial Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

CRC

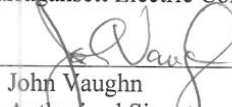
Boston Gas Company d/b/a National Grid



John Vaughn
Authorized Signatory

CRC

The Narragansett Electric Company d/b/a National Grid



John Vaughn
Authorized Signatory

CRC

**FORM OF SERVICE AGREEMENT
(Applicable to Deliveries Under Rate Schedule LG-S)**

THIS AGREEMENT entered into this *13* 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.

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:

(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 Camilo Amezcuita

Title Director, Customer Services

ap
JP
KH

BOSTON GAS COMPANY D/B/A NATIONAL GRID
(Buyer)

By 

Print Name John V. Vaughn
Authorized Signatory

Title _____



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,

A handwritten signature in blue ink, appearing to read "T. Teehan".

Thomas R. Teehan

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

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



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 Company¹ 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,

A handwritten signature in blue ink, appearing to read "Raquel Webster", with a stylized flourish at the end.

Raquel J. Webster

Enclosures

cc: Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid.



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

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

NANTUCKET ELECTRIC COMPANY

By: Marcy L. Reed
Name: Marcy L. Reed
Title: President

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

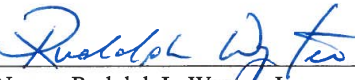
NEW ENGLAND HYDRO-TRANSMISSION CORPORATION

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

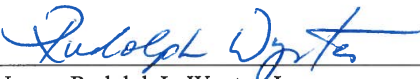
THE NARRAGANSETT ELECTRIC COMPANY

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

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: _____
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: _____
Name: Marcy L. Reed
Title: President

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COMPANY, INC.

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Name: Rudolph L. Wynter, Jr.
Title: President

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Title: President

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Title: President

BOSTON GAS COMPANY

By: marcy Reed
Name: Marcy L. Reed
Title: President

COLONIAL GAS COMPANY

By: marcy Reed
Name: Marcy L. Reed
Title: President

KEYSPAN GAS EAST CORPORATION

By: William J. Akley
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

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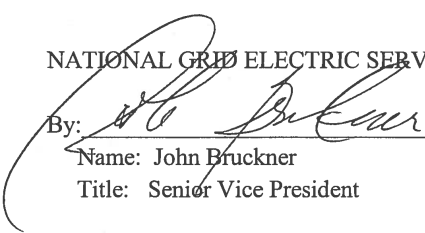
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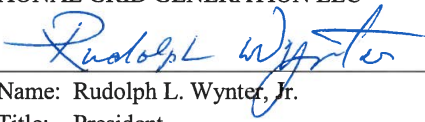
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Name: John Bruckner
Title: Senior Vice President

NATIONAL GRID GENERATION LLC

By: _____
Name: Rudolph L. Wynter, Jr.
Title: President

NATIONAL GRID ENGINEERING & SURVEY INC.

By: SPartridge
Name: Sharon Partridge
Title: Vice President