

PRO FORMA CONTRACTS
Firm Transportation Service
Interruptible Transportation Service
Master Capacity Release Agreement
Master Gas Transportation Contract with Replacement Shipper
Park and Loan Service Contract
Request for Service
FT- FLEX Limited Firm Transportation Service
Hourly Reserve Service
Short Term Firm Transportation Service

**GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE**

This Gas Transportation Contract ("Contract") is made as of the ____ Day of _____ by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of Shipper], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

1. Shipper shall apply for or cause to be applied for and use reasonable best efforts to obtain all of the agreements and governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.

2. Subject to the condition herein, Transporter hereby agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT, providing for firm transportation from the receipt point(s) of the quantities of natural gas specified below. Such firm transportation service shall be provided for the term specified in Schedule 1. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable

hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 1 appended hereto. Schedule 1 is hereby incorporated as part of this Contract.

2. Transporter shall make available to Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - ALLOCATION OF OFF-PEAK CAPACITY

On any Day during the period from April 1 through October 31 that System Capacity is not otherwise scheduled under any Rate Schedule, such capacity will be allocated pro rata to Rate Schedule FT Shippers whose Gas Transportation Contracts have initial terms of twenty (20) Years or longer, and were in existence prior to June 1, 2013, based on these Shippers' annual reservation charges under Rate Schedules FT.

ARTICLE IV - RATE

1. For each Month, Shipper agrees to pay the Recourse Usage Rate, or a usage rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted usage rate, Transporter shall notify Shipper in writing of the amount of such discounted usage rate, the Day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each DTH of Scheduled Quantity to which a discounted usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

2. For each Month, Shipper agrees to pay the Recourse Reservation Rate, or the Seasonal Recourse Reservation Rate if applicable, or a rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, multiplied by the Shipper's Maximum Contract Demand as specified in this Contract; provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted reservation rate,

Transporter shall notify Shipper in writing of the amount of such discounted reservation rate, the Day(s) on which such rate shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted reservation rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted reservation rate in lieu of the maximum reservation rate.

3. Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

4. For all capacity allocated to Shipper under Article III herein, Shipper shall not pay reservation charges but Shipper shall pay transportation usage charges, surcharges, fees, and other charges allocated to such capacity or the quantities transported.

ARTICLE V - RESERVED FOR FUTURE USE

ARTICLE VI - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

(if applicable)

Shipper shall be entitled to the Right of First Refusal provided for in Section 6.13.3(b)(6), of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.13.3.

ARTICLE VII - TERM

1. This Contract shall be effective as of [INSERT DATE].

2. This Contract shall continue in force and effect until [expiration date], and [] thereafter unless terminated by either party upon at least [] prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

3. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

4. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE IX - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article IX shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Shipper acknowledges that Transporter intends to make a collateral assignment of this Contract to financial institutions (collectively, the "Lenders") in connection with a Financing Agreement and agrees that if the Lenders succeed to the interest of Transporter by foreclosure or otherwise Shipper shall accord the Lenders the same rights as Transporter hereunder.

In order to facilitate obtaining financing or refinancing for the System, Shipper shall execute such consents, agreements or similar documents with respect to a collateral assignment hereof to the Lenders, and any credit support documents, and shall deliver an opinion of counsel on behalf of Shipper and any provider of credit support, as Lenders may reasonably request in connection with the documentation of the financing or refinancing for the System, which consent

and opinion shall, among other things warrant or opine the enforceability of this Contract and of any credit support documents under the applicable governing law(s) and the compliance thereof with all applicable law.

ARTICLE X - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE XI - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE XII - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc,

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

Revision No.

SCHEDULE 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
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Maximum Contract Demand	Dth
Effective Service Period	to

Rate Provision(s) (check if applicable rate):

☐ Discounted Rate
☐ Negotiated Rate

Shipper's charges and fees shall be calculated as follows:

RESERVED FOR FUTURE USE

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the [date] Day of [Month], [Year] by and between Portland Natural Gas Transmission System, a Maine general partnership, herein called "Transporter," and [name of Shipper], herein called "Shipper," pursuant to the following recital and representations:

WHEREAS, the Federal Energy Regulatory Commission ("FERC") has issued a Certificate of Public Convenience and Necessity, authorizing Transporter to construct, own, operate, and maintain a natural gas transmission system (herein called "System");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter on which the Scheduled Quantity is delivered to Transporter at the Receipt Point(s) pursuant to Section 1 of this Article I, Transporter shall, subject to interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s).

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - INTERRUPTIBLE TRANSPORTATION CAPACITY

1. Shipper hereby contracts for the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point such Scheduled Quantities of Gas for such Receipt Point on any Day on which Transporter has interruptible capacity available to Shipper, and Transporter shall make available to or on behalf of Shipper on an interruptible basis at each Delivery Point on such Day such Scheduled Quantities of Gas for such Delivery Point.

2. Transporter shall make available to Shipper the service contracted for under this Article II on the Days and for the Scheduled Quantities of Gas for which Transporter has interruptible capacity available to Shipper, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Month, Shipper agrees to pay the Recourse Rate, or a negotiated rate mutually agreed to in writing by Shipper and Transporter, multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract to render service on behalf of Shipper for a discounted usage rate, Transporter shall notify Shipper in writing of the amount of such discounted usage rate, the Day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each DTH of Scheduled Quantity to which a discounted usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

2. Shipper agrees to pay and shall pay all other applicable charges specified in Rate Schedule IT.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule IT and of the General Terms and Conditions as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule IT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule IT and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. This Contract shall be effective as of [INSERT DATE].
2. This Contract shall continue in force and effect until [expiration date], and Year to Year thereafter, unless terminated by either party upon thirty (30) Days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
3. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company

for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-law rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulating authority any changes in any of the provisions of its Tariff, including any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

MASTER CAPACITY RELEASE AGREEMENT

This Master Capacity Release Agreement ("Agreement") is made as of the [date] Day of [Month], [Year], by and between Portland Natural Gas Transmission System, a Maine general partnership, herein called "Transporter," and [name of Releasing Shipper], herein called "Releasing Shipper," pursuant to the following recitals and representations:

WHEREAS Transporter and Releasing Shipper have executed a Gas Transportation Contract for firm service dated [date], identified as Contract No. [#];

WHEREAS Releasing Shipper desires, from time to time, to release all or a portion of the capacity reserved by it under such Gas Transportation Contract for use by a Replacement Shipper pursuant to the capacity release provisions set forth in Section 6.11 of the General Terms and Conditions;

WHEREAS Transporter and Releasing Shipper now desire to establish the terms and conditions of a Master Capacity Release Agreement under which Releasing Shipper will, from time to time, release all or a portion of its firm capacity on a temporary or permanent basis;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Releasing Shipper agree as follows:

ARTICLE I - SCOPE AND PURPOSE OF THIS AGREEMENT

1. Subject to the terms and conditions of this Agreement and of Transporter's Tariff, Releasing Shipper may from time to time release all or part of its firm capacity to Transporter. Releasing Shipper agrees that subject to any recall rights stated in the Gas Transportation Contract between Transporter and Replacement Shipper, it will not request or be entitled to receive service under its Gas Transportation Contract to the extent and during the period that such service has been released hereunder and that Releasing Shipper's Gas Transportation Contract for firm service will effectively be amended to such extent.

Releasing Shipper shall initiate a release of firm capacity by executing and delivering to Transporter an Offer in accordance with Section 6.11 of the General Terms and Conditions. Upon award by Transporter of Replacement Shipper(s) successful Bid, Releasing Shippers' Offer shall be deemed to be an addendum to this Master Capacity Release Agreement and shall be incorporated in and made a part hereof.

2. To the extent that Releasing Shipper does not hereunder release all of its rights to serve under its Gas Transportation Contract for firm service and/or if the term of Releasing Shipper's Gas Transportation Contract extends beyond the period of the release as described in the Addendum, Transporter agrees to provide service to Releasing Shipper under such Gas

Transportation Contract as such Gas Transportation Contract is amended by the provisions of this Master Capacity Release Agreement.

ARTICLE II - RATE CREDITING PROVISIONS

1. Releasing Shipper's reservation charge shall be credited each Month by the reservation charge billed to Replacement Shipper(s) by Transporter (hereinafter the "Replacement Reservation Charge"), as well as any additional charges paid by Replacement Shipper, subject to such further crediting conditions as may be outlined in the Addendum and in Section 6.11 of the General Terms and Conditions.

2. Releasing Shipper shall remain liable to Transporter for the full amount of the reservation charge for any Month in which the Replacement Shipper(s) fails to pay all or any portion of the Replacement Reservation Charge owing under the Replacement Shipper's Gas Transportation Contract.

ARTICLE III- CAPACITY RELEASE MARKETING FEES

Releasing Shipper shall pay Transporter any applicable marketing fees set forth in Section 6.11 of the General Terms and Conditions.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT, and of the General Terms and Conditions as such may be revised or superseded from time to time, all of which are by this reference made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Agreement. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Agreement.

ARTICLE V - LAW OF CONTRACT

Notwithstanding conflict-of-law rules, the interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, TX 77002-2700

Notices to Releasing Shipper shall be addressed to:

[Name of Releasing Shipper]
[Address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TERM OF AGREEMENT

This Agreement shall become effective as of the date set forth herein above and shall continue in effect for a term of _____ ("Primary Term") and shall remain in force from thereafter unless terminated by either party by written notice _____ prior to the end of the Primary Term or any successive term thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Master Capacity Release Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF RELEASING SHIPPER]

By: _____

Reserved for Future Use

MASTER GAS TRANSPORTATION CONTRACT
WITH REPLACEMENT SHIPPER

This Master Gas Transportation Contract with Replacement Shipper ("Master Contract") is made as of the [date] Day of [Month], [Year] by and between Portland Natural Gas Transmission System, a Maine general partnership, herein called "Transporter," and [name of Replacement Shipper], herein called "Replacement Shipper," pursuant to the following recitals and representations:

WHEREAS Replacement Shipper may from time to time seek capacity released from a Releasing Shipper pursuant to the terms of Section 6.11 of the General Terms and Conditions and the specific terms and conditions described in each effective Addendum;

WHEREAS Replacement Shipper, or another person on behalf of Replacement Shipper, has entered or is about to enter into all necessary contracts for the acquisition of Gas, for the delivery of such Gas to Transporter at one or more Receipt Point(s) on the System, and/or the further transportation of such Gas from one or more Delivery Point(s) on the System, as applicable;

WHEREAS Replacement Shipper represents that all necessary regulatory and governmental approvals to acquire and sell, transport, and, if appropriate, export and/or import the Gas to be transported by Transporter have been obtained;

WHEREAS Transporter and Replacement Shipper now desire to establish the terms and conditions under which Transporter will render firm services to Replacement Shipper by entering into this Master Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Replacement Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. During the term of this Master Contract, on each Day on which Replacement Shipper and Transporter schedule Gas for transportation hereunder, Replacement Shipper shall cause the Scheduled Quantity up to the Maximum Daily Quantity (MDQ) to be delivered to Transporter at the Receipt Point(s).

2. Replacement Shipper shall execute each Addendum for each transaction under this Master Contract, which for purposes of Section 6.7 of the General Terms and Conditions shall set forth the term of the release transaction, the rate Replacement Shipper is obligated to pay, the Receipt and Delivery Point(s) Replacement Shipper may use, the maximum quantity of capacity Replacement Shipper has available for its use at such point(s), and other relevant terms and conditions associated with Replacement Shipper's acquisition of the released capacity.

The Addendum(s) shall be deemed to be an executed Capacity Release Agreement, under this Master Contract, and shall be subject to the terms and conditions hereof and of Transporter's Tariff, including the provisions of Section 6.11 of the General Terms and Conditions.

3. On each Day during the Term of a transaction under this Master Contract, Transporter shall make the Scheduled Quantity available to or on behalf of Replacement Shipper at the Delivery Point(s) on a firm basis.

4. Replacement Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Replacement Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Replacement Shipper hereby reserves the right to cause Transporter to receive from or for the account of Replacement Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on each currently effective Addendum, and Transporter shall make available to or on behalf of Replacement Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Addendum; provided, however, Replacement Shipper's right to request service hereunder, and Transporter's obligation to provide such service, shall be subject to the provisions of any Capacity Release Agreement executed by Replacement Shipper; and, provided further, Replacement Shipper's right to request service hereunder and Transporter's obligation to provide such service shall be subject to the terms and conditions stated in each effective Addendum.

2. Transporter shall make available to Replacement Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Replacement Shipper's compliance with the terms and conditions of this Master Contract.

ARTICLE III- RATE

1. For each Month, Replacement Shipper agrees to pay the applicable maximum usage rate multiplied by the sum of the Receipt Point Scheduled Quantity or Quantities nominated by Replacement Shipper during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract, to render service on behalf of Replacement Shipper for a discounted usage rate, Transporter shall notify Replacement Shipper in writing of the amount of such discounted usage rate, the Day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each DTH of Scheduled Quantity to which a discounted usage rate applies,

as set forth in Transporter's notice, Replacement Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

2. During the Term of this Contract, Replacement Shipper agrees to pay and shall pay the Monthly reservation charges set forth in each effective Addendum.

3. If Replacement Shipper is a Releasing Shipper, as defined in Section 6.11 of the General Terms and Conditions, for each Month, the reservation charge billed to Replacement Shipper shall be credited in accordance with the applicable Rate Schedule and Section 6.11.17 of the General Terms and Conditions.

4. Replacement Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

5. Any additional rates or charges to be paid by Replacement Shipper shall be set forth in the Addendum applicable to each transaction hereunder.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Master Contract and all terms and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT, and of the General Terms and Conditions as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Master Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Master Contract.

ARTICLE V - TERM

1. This Master Contract shall become effective as of the date set forth herein above and shall continue in effect for a term of ____ ("Primary Term") and shall remain in force from thereafter unless terminated by either party by written notice _____ prior to the end of the Primary Term or any successive term thereafter.

2. This Master Contract shall be effective as of the date first herein above written; provided, however, that Transporter shall have no liability under this Master Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder prior to the first Day of the Term.

3. This Master Contract shall continue in force and effect until the last Day of the Term; provided, however, that if the FERC authorizes Transporter to abandon service to Replacement Shipper on an earlier date, this Master Contract shall terminate as of such earlier date.

4. The termination of this Master Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

5. Any provision of this Master Contract necessary to correct imbalances or to make payment under this Master Contract as required by the Tariff will survive the other parts of this Master Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Replacement Shipper hereunder shall be addressed to:

[Name of Replacement Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF MASTER CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Master Contract. Any party may, without relieving itself of its obligations under this Master Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Master Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Replacement Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Replacement Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Master Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Replacement Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Replacement Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Master Contract and that its sole recourse

shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Master Contract; (c) no claim shall be made against any partner under or in connection with this Master Contract; (d) Replacement Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Master Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Replacement Shipper shall provide Operator with a waiver of subrogation of Replacement Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-law rules, the interpretation and performance of this Master Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Replacement Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission any changes in the terms of any of its Rate Schedules, General Terms and Conditions, or Pro Forma Contracts as Transporter may deem necessary, and to make such changes effective at such times as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law. Replacement Shipper may protest any filed changes before the Federal Energy Regulatory Commission and exercise any other rights it may have with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Master Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF REPLACEMENT SHIPPER]

By: _____

Revision No.

ADDENDUM 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
-------------------	-----------------	-----------------------------	------------------------------	---

Maximum Contract Demand	Dth
Effective Service Period	to

Rate Provision(s) (check if applicable rate):

☐ Discounted Rate
☐ Negotiated Rate

Shipper's charges and fees shall be calculated as follows:

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

PARK AND LOAN SERVICE CONTRACT

This Park and Loan Contract ("Contract") is made as of the [date] Day of [month], [year] by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of Shipper], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper has entered into Gas supply arrangements, including transportation upstream of Transporter's System, and will make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Transporter and Shipper desire to establish the terms and conditions under which Transporter will render park and loan service to Shipper by entering into this Park and Loan Service Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule Parking service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Shipper shall cause the Parked Quantity to be delivered to Transporter at the Parking Point(s) and (ii) Transporter shall hold the Parked Quantity for Shippers Account and, upon scheduling, return any Parked Quantities to or on behalf of Shipper at the Parking Point(s).

2. On the Commencement Date and each day thereafter on which Shipper and Transporter schedule Loan service and subject to the interruption of service by Transporter in accordance with this Contract and Transporter's Tariff, (i) Transporter shall make available to or on behalf of Shipper the Loan Quantity at the Loan Point(s) and (ii) upon scheduling, Shipper shall cause any Loan Quantities to be returned at the Loan Point(s).

3. Pursuant to this Park and Loan Service Contract, Rate Schedule PAL and the General Terms and Conditions, Shipper shall use Transporter's Interactive Internet Website to nominate each individual park and loan transaction.

4. Shipper shall be solely responsible for securing faithful performance by the supplier(s) of Gas under Shipper's Contracts and/or any applicable upstream or downstream shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be

liable hereunder to Shipper as a result of the failure of said gas supplier(s) and/or any applicable upstream or downstream shippers to so perform.

5. In the event that Shipper wishes to move Parked Quantities or Loaned Quantities from one Parking or Loan Point to another Parking or Loan Point on Transporters system, Shipper shall be responsible for arranging such transportation in accordance with the provisions of an appropriate Rate Schedule and the General Terms and Conditions of Transporter's Tariff.

ARTICLE II - PARK AND LOAN CAPACITY

The availability of Park and Loan capacity is subject to Transporter's determination of the availability of such service, as set forth in Rate Schedule PAL.

ARTICLE III- MAXIMUM QUANTITY

Pursuant to this Contract and Rate Schedule PAL, Transporter and Shipper agree that the Maximum Loaned Quantity (MLQ) or Maximum Parked Quantity (MPQ) available to Shipper, at all Loaned or Parked Points, respectively, shall be reflected on an effective Transaction Confirmation sheet.

ARTICLE IV - RATE

The rate for Park or Loan service provided by Transporter to Shipper, shall be as provided in Rate Schedule PAL.

ARTICLE V - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule PAL and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule PAL shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule PAL and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE VI - TERM

1. The Commencement Date shall be [month] [day], [year], provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Effective Date.

2. This Contract shall continue in force and effect until [month] [day], [year] and Year to Year thereafter unless terminated by either party upon thirty (30) days prior written notice to the

other, as set forth in Rate Schedule PAL, or otherwise terminated by Transporter, pursuant to Rate Schedule PAL.

3. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

4. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VII - NOTICES

Notices to Transporter shall be addressed to:
Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VIII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VIII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE IX - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator of Transporter's facilities, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE X - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE XI - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

TRANSACTION CONFIRMATION SHEET NO. _____
TO PARK AND LOAN AGREEMENT NO. _____

TRANSPORTER: Portland Natural Gas Transmission System

TRANSPORTER'S ADDRESS: 700 Louisiana Street, Suite 700, Houston, Texas 77002, Attention:
Customer Services

SHIPPER:

SHIPPER'S ADDRESS:

TERM COMMENCEMENT DATE: _____

TERM ENDING DATE: _____

TYPE OF TRANSACTION (check applicable blank): PARK ____; LOAN ____

SCHEDULE FOR SERVICE:

Maximum Parked/Loaned Quantity (Dth): _____

Minimum Parked/Loaned Quantity (Dth): _____

Begin Date	End Date	Point of Service	Daily Quantity Delivered to Transporter		Daily Quantity Received from Transporter	
			Maximum (Dth)	Minimum (Dth)	Maximum (Dth)	Minimum (Dth)

RATES:

The maximum Usage Rate set forth in the Tariff from time to time shall apply to all service provided under this PAL Agreement; provided, Transporter and Shipper may agree to discount the Usage Rate in accordance with Transporter's Tariff and Article IV of the PAL Agreement, which discounted Usage Rate shall be set forth on this Transaction Confirmation Sheet.

If applicable, the discounted Usage Rate for the specified quantities and time periods set forth in the Schedule for Service stated above shall be as set forth below:

<u>Begin Date</u>	<u>End Date</u>	<u>Usage Rate (per Dth)</u>
-------------------	-----------------	-----------------------------

If quantities exceed the maximum daily quantities or do not meet the minimum daily quantities agreed to on the above Schedule for Service for any day, the maximum Usage Rate set forth in the tariff from time to time shall apply to the account balance on that day. In no event is Transporter obligated to provide service under this PAL Agreement for time periods outside the above term commencement and ending dates.

[SHIPPER]

PORTLAND NATURAL GAS

By_____

TRANSMISSION SYSTEM

Title_____

By_____

Date _____

Title_____

Date_____

REQUEST FOR SERVICE

- (1) Type of Service.
(Name) (hereafter "Requester") herein requests service from Portland Natural Gas Transmission System (hereafter "PNGTS") under Rate Schedule (specify)
- (2) Complete Legal Name of Service Applicant: _____
- (a) Type of Legal Entity:
- (b) State of Incorporation:
- (c) Shipper is (Check one):
- | | |
|---------------------|----------------------------|
| Interstate Pipeline | Intrastate Pipeline |
| End-User | Local Distribution Company |
| Broker | Producer |
| Marketer | Other |
- (d) DUNS Number: _____
- (3) Gas Quantities
- | | |
|---------------------------|------------------------------------|
| Receipt Points
(List) | Maximum Daily Quantity
(Amount) |
| | (Total) |
| Delivery Points
(List) | Maximum Daily Quantity
(Amount) |
| | (Total) |
- (4) Agents
For each Receipt and Delivery Point listed above in item (3), identify all parties who will tender or receive gas for Requester's account, or who will otherwise act on behalf of Requester as an agent. Describe fully the particulars of that arrangement. Throughout the term of Shipper's executed Service Agreement, Shipper must use this form of "Request for Service" to designate any changes in such third party designations.
- (5) Term
The proposed dates for service commencement and termination are _____ (Date) and _____ (Date), respectively.

(6) Certification

Requester hereby certifies that it has title to the subject gas or that Requester will enter into all contractual agreements to acquire title to the gas for which transportation is requested. Requester furthermore hereby certifies that it has or will enter into all contractual agreements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

(7) Facilities

The identification and location of facilities, to be constructed or installed by any party, that are necessary for receipt of gas by PNGTS or for delivery to and/or utilization of gas by the Requester, or direct or indirect customers of Requester, are as follows:

Facilities (Identification and Description)	Location (Description)
--	---------------------------

(8) Rate

Describe Rate Schedule, percentage of maximum posted rate, the level(s) of a negotiated rate, etc., as applicable.

(9) Officer

Name and full title of officer (or general partner) of Shipper who will execute service agreement with Portland Natural Gas Transmission System:

(10) Contact

Contact person for service request:

Mailing Address:

Street Address:

Phone:

Email:

(11) Billing Contact

Name of person responsible for invoices and billing notices:

Mailing Address:

Street Address:

Phone:

Email:

(12) Credit Information

Requester shall provide credit information pursuant to the PNGTS FERC Gas Tariff, Section 6.3.4 of the General Terms and Conditions.

Submitted by: (Name, Position)

On Behalf of: (Requester)

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR FT-FLEX LIMITED FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract (Contract) is made as of the _____ Day of _____ by and between Portland Natural Gas Transmission System, a Maine general partnership, herein Transporter and [name of Shipper], herein Shipper, pursuant to the following recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Shipper intends to apply for and, subject to the terms and conditions set forth herein, receive and accept all necessary federal, provincial or state regulatory authorization or exemptions in the United States and Canada in order to transport and deliver gas for the account of Shipper from the receipt point(s) and deliver such gas downstream or upstream of the delivery point(s) on Transporter's System;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

A. Transporter agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT-FLEX. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time.

B. Subject to Rate Schedule FT-FLEX on the Commencement Date and each Day thereafter on which Transporter schedules Gas for transportation hereunder, Shipper shall cause such quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s), and Transporter shall make such quantity available to or on behalf of Shipper at the Delivery Point(s) unless Transporter elects not to schedule such service pursuant to paragraph 2 (d) of Transporter's Rate Schedule FT-FLEX service.

C. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as

a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

A. Subject to the provisions of Rate Schedule FT-FLEX, Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 1 appended hereto. Schedule 1 is hereby incorporated as part of this Contract.

B. Subject to the provisions of Rate Schedule FT-FLEX, Transporter shall make available to Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

For each Month, Shipper agrees to pay the rates and charges specified in Section 5.4.3.2 of Rate Schedule FT-FLEX; or a rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted reservation and/or usage rate, Transporter shall notify Shipper in writing of the amount of such discounted rate, the Day(s) on which such rate shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted reservation and/or usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted reservation and/or usage rate in lieu of the maximum reservation and/or usage rate.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT-FLEX and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT-FLEX shall control in the event of a conflict between the General Terms and Conditions or Rate Schedule FT-FLEX and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

(if applicable)

Shipper shall be entitled to the Right of First Refusal provided for in Section 6.13.3(b)(6), of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.13.3.

ARTICLE V - TERM

A. The Commencement Date for service under this Contract shall be [], 20 [].

B. This Contract shall continue in force and effect until [], 20 [], and [] thereafter unless terminated by either party upon at least [] prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

C. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pre-grant of abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

D. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract.

Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII do not prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the FERC or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

ARTICLE XI - DEFAULT AND REMEDIES

If either Party defaults under this Contract, the other Party shall have available all remedies under the law.

ARTICLE XII - MISCELLANEOUS

This Contract, including the Tariff and Rate Schedule FT-FLEX, reflects the whole and entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

Revision No.

SCHEDULE 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
-------------------	-----------------	-----------------------------	------------------------------	---

Maximum Contract Demand	Dth
Effective Service Period	to

Rate Provision(s) (check if applicable rate):

☐ Discounted Rate
☐ Negotiated Rate

Shipper's charges and fees shall be calculated as follows:

RESERVED FOR FUTURE USE

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR HOURLY RESERVE SERVICE

This Gas Transportation Contract ("Contract") is made as of the ____Day of _____ by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of shipper], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including, as necessary, storage and transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Shipper intends to apply for and, subject to the terms and conditions set forth herein, receive and accept all necessary federal, provincial or state regulatory authorizations or exemptions in the United States and Canada in order to deliver gas for the account of Shipper to the receipt point(s), and receive and transport such gas downstream of the delivery point(s) on Transporter's System; and

WHEREAS, Transporter has applied for and holds all necessary United States regulatory authorizations or exemptions to accept delivery of gas tendered by Shipper at the receipt point(s) and to transport such gas on behalf of Shipper to the delivery point(s), subject to the terms and conditions of this contract for transportation service on Transporter's System between Transporter and Shipper and Transporter's gas tariff as approved by the FERC (the "FERC Tariff");

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

1. Shipper shall apply for or cause to be applied for all of the governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.
2. Subject to the conditions herein, Transporter hereby agrees to provide the Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule HRS, providing for firm hourly transportation of the quantities of natural gas specified below. Such firm hourly transportation service shall be provided for the term specified in Schedule 1. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s) designated on Schedule 1 hereto. Shipper's tender of Gas shall be at uniform rates over a twenty-four hour period to the extent practicable.
2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity, up to the Maximum Hourly Quantity (MHQ), available to or on behalf of Shipper at the Delivery Point(s) designated on Schedule 1 hereto on a firm hourly basis.
3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Subject to the provisions of Rate Schedule HRS, the General Terms and Conditions of Transporter's FERC Tariff, and the terms and conditions of this Contract, Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at the Primary Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 1 appended hereto. Schedule 1 is hereby incorporated as part of this Contract.
2. Subject to the provisions of Rate Schedule HRS, the General Terms and Conditions of Transporter's FERC Tariff, and the terms and conditions of this Contract, Transporter shall make available to Shipper the service reserved under this Article II on the Days and Hours, and for the MDQ and MHQ for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Month, Shipper agrees to pay the rates and charges specified in Section 5.5.3, of Rate Schedule HRS; or a rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted reservation and/or usage rate, Transporter shall notify Shipper, in writing, of the amount of such discounted rate, the Day(s) on which such rate

shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted reservation and/or usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay the applicable discounted reservation and/or usage rate in lieu of the maximum reservation and/or usage rate.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule HRS and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule HRS shall control in the event of conflict between the General Terms and Conditions or Rate Schedule HRS and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

(if applicable)

Shipper shall be entitled to the Right of First Refusal provided for in Section 6.13.3(b)(6), of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.13.3.

ARTICLE V - TERM

1. The Commencement Date for service under this Contract shall be [month/date, year].
2. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.
3. This Contract shall continue in force and effect until [expiration date], and [_____] thereafter unless terminated by either party upon at least [_____] prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
4. The termination of this Contract by expiration of fixed Contract term, by termination notice provided by Shipper or Transporter under Section 3 of this Article V, or by mutual agreement of Shipper and Transporter triggers pre-granted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
5. Any provision of this Contract necessary to correct or cash-out imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[Address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity, which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to a creditworthy entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld; provided however that nothing in this Article VII is intended to abridge Shipper's right to release capacity in compliance with the provisions of 18 C.F.R. Section 284.8 and the terms and conditions of Transporter's Tariff. It is further agreed that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Shipper acknowledges that Transporter may make a collateral assignment of this Contract to financial institutions (collectively, the "Lenders") in connection with a Financing Agreement and agrees that if the Lenders succeed to the interest of Transporter by foreclosure or otherwise Shipper shall accord the Lenders the same rights as Transporter hereunder

In order to facilitate obtaining financing or refinancing for the System, Shipper shall execute such consents, agreements or similar documents with respect to a collateral assignment hereof to the Lenders, and any credit support documents, and shall deliver an opinion of counsel at Shipper's disbursement on behalf of the Shipper within ten (10) business days and any provider of credit support, as Lenders may reasonably request in connection with the documentation of the financing or refinancing with respect to the System, which consent and opinion shall, among other things, warrant or opine the enforceability of this Contract.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such time as Transporter desires and is possible under applicable law.

ARTICLE XI - MISCELLANEOUS

This Contract, including the Tariff and Rate Schedule HRS, reflects the whole and entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

Revision No.

SCHEDULE 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
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Maximum Contract Demand	Dth
Maximum Hourly Quantity	Dth
Effective Service Period	to

Rate Provision(s) (check if applicable rate):

☐ Discounted Rate
☐ Negotiated Rate

Shipper's charges and fees shall be calculated as follows:

RESERVED FOR FUTURE USE

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR SHORT TERM FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the [date] Day of [month], [year] by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and [name of Shipper], herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper desires to purchase firm transportation service on Transporter's System for a term of less than one year; and

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

1. Shipper shall apply for or cause to be applied for and use reasonable best efforts to obtain all of the agreements and governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.

2. Subject to the conditions herein, Transporter hereby agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT, providing for firm transportation from the receipt point(s) of the quantities of natural gas specified below. Such firm transportation service shall be provided for the term specified in Schedule 1. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of gas supplier(s) and/or any applicable upstream or downstream shippers and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 1 appended hereto. Schedule 1 is hereby incorporated as part of this Contract.

2. Transporter shall make available to Shipper the service reserved under this Article II on the Days and for the quantities of Gas for which such service has been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. For each Month, Shipper agrees to pay the Recourse Usage Rate, or a negotiated usage rate mutually agreed to in writing by Shipper and Transporter, as set forth on the currently effective Schedule 1 appended hereto, multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month.

2. For each Month, Shipper agrees to pay the Short Term Recourse Reservation Rate, or a negotiated rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, multiplied by the Shipper's Maximum Contract Demand as specified in this Contract.

3. Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all provisions contained or incorporated herein are subject to the provisions of Rate Schedule FT and of the General Terms and Conditions of Transporter's Tariff, as such may be revised or superseded from time to time, all of which by this reference are made a part hereof. The General Terms and Conditions and Rate Schedule FT shall control in the

event of a conflict between the General Terms and Conditions or Rate Schedule FT and this Contract. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be [state date].
2. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.
3. This Contract shall continue in force and effect until [state expiration date]; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.
4. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.
5. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter, or Transporter in the event of an assignment by Shipper, which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

ARTICLE X - CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

Revision No.

SCHEDULE 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
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Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
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Maximum Contract Demand	Dth
Effective Service Period	to

Rate Provision(s) (check if applicable rate):

☐ Discounted Rate
☐ Negotiated Rate

Shipper's charges and fees shall be calculated as follows: