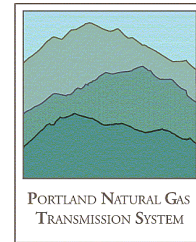


Portland Natural Gas Transmission System

700 Louisiana Street, Suite 700
Houston, TX 77002-2700

John A. Roscher
Director, Rates & Tariffs
TransCanada USPL

tel 832.320.5675
fax 832.320.6675
email John_Roscher@TransCanada.com
web www.pngts.com



December 10, 2018

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: Portland Natural Gas Transmission System
Change in FERC Gas Tariff
Docket No. RP19-_____ - _____

Dear Ms. Bose:

Pursuant to Section 4 of the Natural Gas Act (“NGA”) and Part 154 of the Federal Energy Regulatory Commission’s (“FERC” or “Commission”) regulations,¹ Portland Natural Gas Transmission System, L.P. (“PNGTS”) respectfully submits for filing and acceptance revised tariff sections², included herein as Appendix A, to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”), as more fully described below.³ PNGTS respectfully requests that the Commission accept the revised tariff sections to become effective January 10, 2019.

¹ 18 C.F.R. Part 154 (2018).

² The specific tariff sections are set forth on the coversheet to Appendix A.

³ The instant housekeeping filing also includes the correction of typographical and formatting errors which do not warrant a more detailed explanation. These minor changes are shown on the marked version of the tariff sections, included herein as Appendix B.

Correspondence

It is requested that a copy of all communications, correspondence, and pleadings with respect to this filing be sent to:

John Roscher
Director, Rates & Tariffs
David Brown*
Manager, Tariffs
TransCanada US Pipelines
700 Louisiana Street, Suite 700
Houston, TX 77002-2700
Telephone: (832) 320-5512
Email: david_brown@transcanada.com

Richard Bralow *
Legal Counsel
Portland Natural Gas Transmission System
700 Louisiana Street, Suite 700
Houston, TX 77002-2700
Telephone: (832) 320-5623
Email: richard_bralow@transcanada.com

* Persons designated for official service pursuant to Rule 2010.

Statement of the Nature, Reasons and Basis for Filing

The purpose of this filing is to update certain sections of PNGTS' Tariff as shown in the marked tariff sections, included herein as Appendix B, and as further described below.

Pro Forma Service Agreements ("PFSA's")

Sections 7.1, 7.2, 7.3, 7.4, 7.5, 7.7, 7.8, and 7.9 (Part 7.1, Pro Forma – FT, Firm Transportation Service ("Section 7.1"); Part 7.2, Pro Forma – IT, Interruptible Transportation Service ("Section 7.2"); Part 7.3, Pro Forma – CR, Master Capacity Release Agreement ("Section 7.3"); Part 7.4, Pro Forma CR Rep, Master Capacity Release Agreement – Replacement Shipper ("Section 7.4"); Part 7.5, Pro Forma – PAL, Park and Loan Service Contract ("Section 7.5"); Part 7.7, Pro Forma FTFLEX, FT–Flex Limited Firm Transportation Service ("Section 7.7"); Part 7.8, Pro Forma – HRS, Hourly Reserve Service ("Section 7.8"); and Part 7.9, Pro Forma – STFT, Short Term Firm Transportation Service ("Section 7.9")) – PNGTS is updating the signature block of each PFSA to reflect PNGTS' assignment of its current operating agreement with PNGTS Operating Company LLC to TransCanada Northern Border Inc., effective January 1, 2019.⁴

⁴ PNGTS Operating Company LLC is being dissolved.

Table of Contents, Negotiated Rates, and List of Non-Conforming Service Agreements

Sections 1, 8.1, and 9.1 (Table of Contents (“Section 1”); Part 8.1, Negotiated Rates (“Section 8.1”); and Part 9.1, List of Non-Conforming Service Agreements (“Section 9.1”)) – PNGTS’ conversion from its prior interactive customer activities system, QuickNom, to a new system, Navigates, required that PNGTS create new contract numbers for certain of its then existing non-conforming agreements. Therefore, PNGTS is revising Section 9.1 to update the list of non-conforming service agreements to reflect the updated contract numbers utilized in Navigates, remove a non-conforming service agreement that has been terminated, and update several shipper names. Additionally, PNGTS is removing a negotiated rate contract from Section 8.1 that has expired, and updating Section 1 to reflect the revised Navigates contract numbers, the terminated agreement, and the updated shipper names discussed previously.⁵

Replacement of the term “Pipeline” with “Transporter.”

Sections 5.3.4, 5.3.5, 5.3.7, 6.2, and 6.21 (Part 5.3.4, Rate Sch PAL, Rates and Billing (“Section 5.3.4”); Part 5.3.5, Rate Sch PAL, Nominations and Scheduling (“Section 5.3.5”); Part 5.3.7, Rate Sch PAL, Contract Termination (“Section 5.3.7”); Part 6.2, GT&C, Definitions (“Section 6.2”); and Part 6.21, GT&C, Liability and Remedies (“Section 6.21”)) – PNGTS refers to itself as “Transporter” throughout the majority of its Tariff. For clarification purposes and to establish consistency throughout its Tariff, PNGTS is proposing, as a housekeeping measure in the instant filing, to replace “Pipeline” with “Transporter” in those few remaining instances where “Pipeline” is used to refer to PNGTS.

Effective Date and Request for Waiver

PNGTS respectfully requests that the Commission accept the tariff sections listed in Appendix A to become effective January 10, 2019.

Other Filings Which May Affect This Proceeding

There are no other filings before the Commission that may significantly affect the changes proposed herein.

⁵ To reflect the termination of the non-conforming service agreement, Part 10.1 – Non-Conf Agmt, EnergyNorth Natural Gas, Inc. FT Agmt (#FT-1999-001) will be reserved for future use.

Material Enclosed

In accordance with Section 154.7 of the Commission's regulations and Order No. 714,⁶ PNGTS is submitting the following XML filing package, which includes:

1. This transmittal letter;
2. Clean tariff sections (Appendix A);
3. Marked tariff sections (Appendix B); and
4. Marked tariff record (Appendix C).

Certificate of Service

As required by Sections 154.7(b) and 154.208 of the Commission's regulations, copies of this filing are being served on all of PNGTS' existing customers and interested state regulatory agencies. A copy of this letter, together with the other attachments, is available during regular business hours for public inspection at PNGTS' principal place of business.

Pursuant to Section 385.2005 and Section 385.2011(c) (5), the undersigned has read this filing and knows its contents, and the contents are true as stated, to the best of his knowledge and belief. The undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to David Brown at (832) 320-5512.

Respectfully Submitted,

PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, PNGTS Operating Co., LLC



John A. Roscher
Director, Rates & Tariffs
TransCanada USPL

Enclosures

⁶ *Electronic Tariff Filings*, 124 FERC ¶ 61,270 (2008) ("Order No. 714").

Appendix A

Portland Natural Gas Transmission System FERC Gas Tariff, Third Revised Volume No. 1

Clean Tariff Sections

Section	Section Description	Version
1	PART 1 - TABLE OF CONTENTS	V.10.0.0
5.3.4	Part 5.3.4 Rate Sch PAL - Rates and Billing	v.1.0.0
5.3.5	Part 5.3.5 Rate Sch PAL - Nominations and Scheduling	v.3.0.0
5.3.7	Part 5.3.7 Rate Sch PAL - Contract Termination	v.3.0.0
6.2	Part 6.2 GT&C - Definitions	v.10.0.0
6.21	Part 6.21 GT&C - Liability and Remedies	v.2.0.0
7.1	Part 7.1 Pro Forma - FT - Firm Transportation Service	v.5.0.0
7.2	Part 7.2 Pro Forma - IT - Interruptible Transportation Service	v.3.0.0
7.3	Part 7.3 Pro Forma - CR - Master Capacity Release Agreement	v.3.0.0
7.4	Part 7.4 Pro Forma CR Rep - Master Capacity Release Agreement - Replacement Shipper	v.3.0.0
7.5	Part 7.5 Pro Forma - PAL - Park and Loan Service Contract	v.3.0.0
7.7	Part 7.7 Pro Forma FTFLEX - FT-Flex Limited Firm Transportation Service	v.5.0.0
7.8	Part 7.8 Pro Forma - HRS - Hourly Reserve Service	v.5.0.0
7.9	Part 7.9 Pro Forma - STFT - Short Term Firm Transportation Service	v.3.0.0
8.1	Part 8.1 Negotiated Rates - Negotiated Rates	v.9.0.0
9.1	Part 9.1 List of Non Conf - List of Non Conforming Service Agreements	v.3.0.0
10.1	Part 10.1 - Reserved for Future Use	v.2.0.0

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5.3.4. RATES AND BILLING

5.3.4.1 Rates. The rates for service hereunder are set forth in the currently effective Section 4 of this FERC Gas Tariff and such rate Section is hereby incorporated herein by reference. The rates in this Rate Schedule are subject to change pursuant to Section 6.22 of Transporter's General Terms and Conditions and the PAL Service Agreement. Unless Transporter and Shipper agree in writing upon a rate for service provided hereunder, the rate applicable to a Shipper for service hereunder shall be the applicable maximum rate(s) as set forth Section 4. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Shipper and Transporter.

5.3.4.2 The Daily Charges set forth in Section 5.3.4.1 above shall not be applicable for a Day if (i) the Customer requests the delivery of parked quantities and Transporter is unable to return the gas to Customer on that Day or (ii) the Customer requests to return loaned quantities to Transporter and Transporter is unable to accept such gas on that Day. The Daily Charges will be reinstated when Transporter gives written notification to Shipper that pipeline system conditions allow the receipt or delivery of these quantities.

5.3.4.3 Customer shall pay Transporter a Monthly charge for PAL services consisting of the sum of the Daily charges. Daily charges shall be the product of the quantities of gas in Customer's PAL account (inclusive of quantities subject to Park Service and quantities subject to Loan Service) for each separate transaction and the maximum or mutually agreed upon rate for each Day during the applicable Month that service is provided by Transporter. For each transaction hereunder, charges shall commence on the first Day of the agreed upon transaction and continue until Shipper's account balance for that transaction reaches zero or until the last Day of the agreed upon term as set forth in the executed PAL Service Agreement, whichever comes first.

5.3.5. NOMINATIONS AND SCHEDULING

5.3.5.1 Availability. Park and Loan Service is subject to available Park capacity and available Loan capacity. For each Day Transporter shall project the amount of available Park capacity and available Loan capacity that Transporter's system is capable of providing and post such information on its Interactive Internet Website. As Transporter receives nominations for all services that affect the amount of available Park capacity and available Loan capacity, Transporter will update the information on its Interactive Internet Website accordingly.

5.3.5.2 Nomination. A Shipper seeking Park and Loan Service on any Day under this Rate Schedule shall submit a nomination to Transporter in accordance with Section 6.7 of Transporter's General Terms and Conditions. Customer shall nominate the agreed upon Park or Loan quantities at the Parking Point or Loan Point. Such nominated quantities shall be subject to confirmation by Transporter. The confirmed quantity shall be deemed the scheduled quantity. Transporter shall schedule the quantities nominated hereunder in accordance with Section 6.7 of Transporter's General Terms and Conditions.

5.3.5.3 Transporter intends to provide PAL service at given Parking Points and Loan Points to Shippers on a first-come, first-served basis. It is possible that Transporter will receive nominations for more Park or Loan capacity that it can make available, and can therefore not satisfy the nominations of all Shippers. When submitting a Park or Loan request, a Shipper may determine if it wishes to receive a prorated portion of the capacity for which it submitted a nomination, or alternatively, if it wishes to cancel the nomination if the entire order cannot be filled. As a default choice, if Shipper does not make such an election and Transporter cannot grant Shipper all of the Park or Loan capacity it requested, Shipper shall be allocated a prorated portion of its Park or Loan capacity request.

5.3.5.4 The Park or Loan quantity of Gas in Shipper's account for all Loan Points on any Day shall not exceed the MLQ set forth in Shipper's PAL Service Agreement. Transporter may reject any nomination if Shipper nominates quantities when the balance(s) in Shipper's account exceeds the MLQ or when giving effect to the nomination will result in a balance(s) in Shipper's account that exceeds the MLQ.

5.3.5.5 A shipper that wishes to close its Parked or Loaned position must make a nomination to close the position. Nominations to close Park or Loan positions must be in accordance with Section 6.7 of Transporter's General Terms and Conditions. Nominations to close existing Park or Loan positions shall take precedent over nominations for new Park or Loan quantities, as applicable, and the available quantities shall be adjusted accordingly prior to allocating such capacity to new requests for PAL service.

5.3.7. CONTRACT TERMINATION

The Park and Loan Service Contract may be terminated by either party on 30 days notice, or terminated by the Transporter on shorter notice, in its sole discretion, if the Shipper has not complied with the terms of the tariff, including the creditworthiness requirements as set forth in Section 6.3.4 of Transporter's General Terms and Conditions. Unless a shorter period of time is imposed in a notice issued in accordance with this Section 5.3.7, Shipper shall eliminate any outstanding Parked Quantity or Loan Quantity within five (5) days of termination of its Park and Loan Service Contract. If Shipper fails to eliminate such balance, Transporter shall cash out any quantity remaining after five (5) days at the replacement cost of gas plus fifteen percent (15%) for Loan Quantity or the sale price of the gas less ten percent (10%) for Parked Quantity. For such purposes, the replacement cost and sale price of gas shall be computed as described in Section 5.3.6 above.

6.2 DEFINITIONS

Except where another meaning is expressly stated, the following terms shall have the following meanings when used in this Tariff and in any Gas Transportation Contract incorporating this Tariff. Whenever the singular or neuter is used the same shall be construed as meaning the plural or corporate and vice versa where the context so requires:

6.2.1 British Thermal Unit or BTU: shall mean the amount of heat required to raise the temperature of one pound of distilled water 1 degree Fahrenheit at 60 degrees Fahrenheit, at a constant pressure of 14.73 pounds per square inch absolute.

6.2.2 Business Day: shall mean Monday through Friday, excluding Federal banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

6.2.3 Commencement Date: shall mean the date on which service begins, as set forth in a Gas Transportation Contract, or the date on which the facilities required to enable Transporter to render service to Shipper are constructed, installed and made operational, as set forth in Transporter's initial written notice to Shipper, which shall be given at least thirty (30) Days in advance of the estimated date ("Advance Notice"), followed by a written notice to transport Shipper's Gas by Transporter ("Final Notice"), which shall be given not less than five (5) Days prior to the date on which the service shall begin, unless Shipper and Transporter mutually agree to a shorter notice period.

6.2.4 Cubic Foot: shall mean the volume of Gas which occupies one cubic foot when such Gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

6.2.5 Day or Daily or Gas Day: shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

6.2.6 Delivery Point(s): shall mean a point or points at which Transporter is authorized to make Gas available to or for the account of Shipper. With respect to firm transportation service, a Delivery Point shall be either Primary or Secondary. The System Delivery Points are listed on Transporter's Interactive Internet Website.

6.2.7 Dth: shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.

6.2.8 Eastern Time: shall mean Eastern Daylight Savings Time when in effect and Eastern Standard Time at all other times.

6.2.9 EDI: shall mean the Electronic Data Interchange as defined by then-effective standards established by the Gas Industry Standards Board and approved by the FERC.

6.2.10 Effective Service Period: shall mean the portion of a Year that a FT Shipper's Maximum Contract Demand is available for nomination, which shall be the entire year unless a lesser period is set forth on Schedule 1 of the FT Transportation Contract.

6.2.11 FERC: shall mean the Federal Energy Regulatory Commission or any successor agency having jurisdiction over this Tariff.

6.2.12 Force Majeure: shall mean acts of God, strikes, lockouts, sabotage, acts of the public enemy, terrorism, wars, blockades, insurrections, riots, epidemics, landslides, mudslides, lightning, snowstorms, ice storms, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage of or accident to machinery or lines of pipe, line freeze-ups, and any other act, omission or cause whether of the kind herein enumerated or otherwise, including the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, all of which are not reasonably expected and within the control of the party invoking this section and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of funds or finances, or failure of or change in gas supply, markets or storage facilities or fields be construed to constitute Force Majeure.

6.2.13 Gas: shall mean natural gas of the quality specified in Section 6.5 herein.

6.2.14 Gas Transportation Contract: shall mean a contract for firm or interruptible service under this Tariff made by and between Transporter and Shipper, or by and between Transporter and a Replacement Shipper. Specifically, such term shall include the Gas Transportation Contracts for Firm Transportation Service, Interruptible Transportation Service, FT-FLEX Limited Firm Transportation Service, Hourly Reserve Service, Park and Loan Service, and Gas Transportation Contracts with replacement Shippers, the forms of which are included in this Tariff.

6.2.15 General Terms and Conditions: shall mean the General Terms and Conditions of this Tariff, as they may be amended from time to time.

6.2.16 Hour: Shall mean a period of sixty consecutive minutes beginning at the top of any hour, e.g., 9:00.

6.2.17 Intraday Nomination: shall mean a Nomination submitted after the deadline which effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. Intraday Nominations may be used to nominate new supply or market. Shippers receiving service under any of Transporters rate schedules may make Intraday Nominations

which can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled gas for less than one Day. Intraday Nominations shall be stated in daily quantities, indicating the revised total flow for the 24 hour period commencing at 9:00 am Central Clock Time, and shall include an effective date and time. Such Nominations do not replace the remainder of a standing Nomination which may extend past that Gas Day.

6.2.18 Loan Point: shall mean the location where Transporter delivers Gas to Shipper for Loan Service.

6.2.19 Loaned Quantity: shall mean the quantity of Gas delivered by Transporter to Shipper at the Loan Point for loan service.

6.2.20 Maximum Contract Demand: shall mean the sum of the Delivery Point Maximum Daily Quantity or Quantities, as set forth in an executed Gas Transportation Contract under Rate Schedule FT, Rate Schedule FT-FLEX, and Rate Schedule HRS.

6.2.21 Maximum Daily Quantity or MDQ: shall mean the maximum number of DTH (adjusted by the applicable Measurement Variance Quantity), specified in a firm Gas Transportation Contract in accordance with one or more firm Rate Schedules herein, that Transporter is obligated to transport Daily for Shipper to a specified Delivery Point or from a specified Receipt Point. Nothing in this definition is intended to conflict with NAESB WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31.

6.2.22 Maximum Hourly Flow Rate: shall mean the percentage of MDQ at a Primary Delivery Point that Transporter shall be obligated to deliver on behalf of Shipper on a firm basis during any hour and shall be expressed as the quotient of MHQ divided by MDQ.

6.2.23 Maximum Hourly Quantity or MHQ: shall mean the greatest number of Dekatherms that Transporter is obligated to deliver at a Primary Delivery Point to or on behalf of Shipper, on a firm basis, for any Hour.

6.2.24 Mcf: shall mean 1,000 Cubic Feet of Gas.

6.2.25 Measurement Variance Quantity: shall mean the product, rounded to the nearest DTH, of the applicable Measurement Variance Factor and the Receipt Point Scheduled Quantity in the case of a positive Measurement Variance Factor, or the Delivery Point Scheduled Quantity in the case of a negative Measurement Variance Factor. Nothing in this definition is intended to conflict with NAESB WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31.

6.2.26 Measurement Variance Factor: shall mean the applicable percentage, determined on a Monthly basis pursuant to this Section 6.2.26, to account for and recover lost and unaccounted-for gas on the System. The Monthly percentages shall be within the minimum and maximum percentages set forth in Section 4 of this Tariff for the applicable Rate Schedule. At least ten (10) days prior to the beginning of each Month, Transporter will publish the

Measurement Variance Factor via its Interactive Internet Website. Nothing in this definition is intended to conflict with NAESB WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31. The Monthly Measurement Variance Factor shall be calculated in the following manner:

$$= \frac{[\text{Receipts-Deliveries +/- Line Pack Change +/- Accumulated Imbalance}]}{[\text{Forecasted System Deliveries For The Applicable Month}]}$$

Where:

Receipts = Actual measured quantities received by Transporter at Receipt Point(s) for transportation during the Month ending one Month prior to the applicable Month ("Measurement Month").

Deliveries = Actual measured quantities made available by Transporter at Delivery Point(s) during the Measurement Month.

Line Pack Change = The change in line pack quantities in the System that occurred during the Measurement Month.

Accumulated Imbalance = Any gas (measurement variance) which has been over or under collected during the Month(s) prior to the Measurement Month.

6.2.27 Month or Monthly: shall mean the period beginning at 8:00 a.m. Eastern Time on the first Day of the calendar Month and ending at 8:00 a.m. Eastern Time on the first Day of the next succeeding calendar Month.

6.2.28 Nomination: shall mean a transmittal by Shipper to Transporter electronically of request for receipt and/or delivery of gas for the account of the shipper for each Gas Day that service is desired.

6.2.29 Operational Balancing Agreement: shall mean an executed agreement between Transporter and another willing, mutually agreeable, creditworthy third party (creditworthiness determined pursuant to Section 6.3.4 of this Tariff) that will aggregate the receipt and delivery obligations and entitlements of one or more Shipper(s) with respect to gas transportation Nominations, scheduling, dispatching, balancing and related gas receipt or delivery functions.

6.2.30 Operator: shall mean an entity other than Transporter, which has been designated by Transporter to operate the System.

6.2.31 Parking Point: shall mean the location where the Shipper delivers Gas to Transporter for parking service.

6.2.32 Parked Quantity: shall mean the quantity of Gas delivered by Shipper at the Parking Point for parking service.

6.2.33 Net Present Value (NPV): unless otherwise specified, shall mean the value produced from the application of the following formula:

$$NPV = [r (1-(1+i)^{-n})] / i$$

Where: r = contract rate per Dth

i = Monthly equivalent of the interest rate set forth in Section 154.501(d)(1) of the Commission's Regulations

n = term of the agreement, in Months

6.2.34 Primary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) set forth on Schedule 1 appended to its firm Gas Transportation Contract.

6.2.35 Primary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) set forth on Schedule 1 appended to its firm Gas Transportation Contract.

6.2.36 Rate Schedule: shall mean Rate Schedules FT, and IT under Transporter's FERC Gas Tariff, and any additional or superseding rate schedule(s).

6.2.37 Receipt Point(s): shall mean a point or points at which Transporter is authorized to receive Gas from or for the account of Shipper. With respect to firm transportation service, a Receipt Point shall be either Primary or Secondary. The System Receipt Points are listed on Transporter's Interactive Internet Website.

6.2.38 Recourse Rate(s): shall mean the maximum rate, rate component, charge or credit that is available to all Shippers under this Tariff, as displayed in Section 4 in this Tariff.

6.2.39 Seasonal or Seasonal Service: shall mean service provided pursuant to Rate Schedule FT during the consecutive monthly period of November 1 through March 31 or any portion thereof.

6.2.40 Scheduled Quantity (or Quantities): shall mean the quantity of Gas which is nominated Daily by Shipper for a specified Receipt or Delivery Point in accordance with a Gas Transportation Contract and the General Terms and Conditions of Transporter's Tariff; unless Transporter determines, in accordance with Section 6.7.4 herein, that it is unable to satisfy any part of Shipper's original Nomination. In the event of such a determination, the Scheduled Quantity shall be the lesser of: (1) the quantity of Gas reported in Transporter's response in accordance with Section 6.7.5(b) herein; or (2) Shipper's revised Intraday Nomination in accordance with Section 6.7.5(c) herein.

6.2.41 Secondary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) other than the Primary Delivery Point(s).

6.2.42 Secondary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) other than the Primary Receipt Point(s).

6.2.43 Segment: shall mean any Receipt Point or Delivery Point or any portion of the System between any such points.

6.2.44 Segmented Capacity: a portion of a Shipper's firm capacity used for the purpose of receiving Gas at more than one Receipt Point and/or delivering Gas at more than one Delivery Point. In no event shall the applicable MDQ of a contract be exceeded on any segment.

6.2.45 Shipper: shall mean any entity seeking or subscribing to service on the System pursuant to this Tariff.

6.2.46 Short Term: shall mean service provided pursuant to the Pro Forma Gas Transportation Contract for Short Term Firm Transportation Service and Rate Schedule FT with a term of less than one year.

6.2.47 System: shall mean the pipeline and appurtenant facilities of Transporter that are used in the transportation of Gas.

6.2.48 System Capacity: shall mean the capacity available for transportation on any Segment of the System, as determined by Transporter, to the best of its ability.

6.2.49 Tariff: shall mean Transporter's currently effective FERC Gas Tariff.

6.2.50 Timely Nomination: shall mean a Nomination for service beginning at the start of the next Day.

6.2.51 Total Heating Value: shall mean, when applied to a Cubic Foot of Gas, the number of British Thermal Units produced by the complete combustion in a recording calorimeter at constant pressure, of the amount of Gas which would occupy a volume of one Cubic Foot at a temperature of 60 degrees Fahrenheit, with the Gas free of water vapor, and under a pressure equal to that of 30 inches of mercury at 32 degrees Fahrenheit and under a standard gravitational force (acceleration of 980.665 cm per second per second) with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air, and when the water formed by combustion is condensed to the liquid state.

6.2.52 Transporter: shall mean Portland Natural Gas Transmission System, its successors or assignees.

6.2.53 Transporter Overrun Costs: shall mean the costs incurred by Transporter due to unauthorized firm service Shipper overruns, which costs are not otherwise included in Transporter's rates. Such costs shall consist of : (a) costs incurred by Transporter to correct the effect of any tampering with or alteration of Transporter's facilities which permitted an overall overrun to occur at the affected Delivery Point and the costs incurred by Transporter to repair such facilities; (b) costs incurred by Transporter to acquire additional gas to prevent or alleviate curtailments and to reestablish appropriate operating pressure on its system; (c) penalties paid by Transporter to third parties; and(d) costs incurred by Transporter to collect overrun penalties and to administer the crediting provisions set forth in Section 6.8.4.

6.2.54 Year: shall mean any period of twelve consecutive Months.

6.2.55 100% Load Factor Equivalent Rate: shall mean, for any Rate Schedule, the sum of the products of: (1) the Recourse Demand Rate times the number of Months the service is Applicable each Year, and/or (2) the Recourse Usage Rate times the number of days the service is applicable each Year; divided by the number of days Transporter may schedule service under such Rate Schedule in each Year.

6.21 LIABILITY AND REMEDIES

6.21.1 Relief from Liability. Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances, including any curtailment or interruption, occasioned by or in consequence of any event constituting Force Majeure and, except as otherwise provided in Section 6.21.4(a) herein, the obligations of Transporter and Shipper shall be excused during the period thereof to the extent affected by such events of Force Majeure. Neither Transporter nor Shipper shall be liable in any manner to the other person for indirect, consequential or special losses or damages including attorneys' fees. There are no intended, incidental or third-party beneficiaries under this Tariff or any contract thereunder.

6.21.2 Liabilities not Relieved. No such cause as described in Section 6.21.1 affecting the performance of either party shall continue to relieve such party from its obligation after the expiration of a reasonable period of time within which by the use of due diligence such party could have remedied the situation preventing its performance, nor shall any such cause relieve either party from any obligation unless such party shall give notice thereof in writing to the other party with reasonable promptness; and like notice shall be given upon termination of such cause.

6.21.3 Overriding Obligation to Pay Reservation Charges. Shipper's obligation to pay applicable reservation charges under a Gas Transportation Contract shall not be suspended by any failure of Transporter to deliver Gas to or on behalf of Shipper for any reason or cause whatsoever, whether or not described in this Section 6.21, except in the event that such failure is caused by the negligent or intentional misconduct of Transporter, or as provided in Section 6.21.4.

6.21.4 Reservation Charge Reimbursement. As used in this Section 6.21.4, Firm Daily Volume shall mean the volume of gas which Transporter is obligated to deliver on a firm basis at Shipper's primary firm delivery point(s) on a Gas Day, based on confirmable nominations for firm service within Shipper's Maximum Daily Quantity.

(a) Force Majeure Event.

If, due to an event of Force Majeure as defined in Section 6.2.12 of the General Terms and Conditions of this FERC Gas Tariff, Transporter is unable to deliver any portion of Shipper's Firm Daily Volume for a period greater than ten (10) consecutive days, then for each day beyond the ten (10) days that Transporter so fails to provide service the applicable reservation charges, including applicable reservation-based surcharges, shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service.

(b) Non-Force Majeure Event

Except as provided for in Section 6.21.4 (a) above, in the event Transporter fails to deliver Shipper's Firm Daily Volume on any Gas Day under any firm contract then the applicable reservation charges, including applicable reservation-based surcharges, shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service.

(c) Reservation Charge Credits – PHMSA.

For a two-year transitional period beginning June 1, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139 (c) of Title 49 of the United States Code, Chapter 601,013, shall be calculated in accordance with paragraph (a) above. Notices of outages pursuant to this section shall identify the specific PHMSA order of requirement with which Transporter is complying.

(d) Reservation Charge Credit - Confirmable Nominations.

Any exemption from crediting for nominated amounts not confirmed, as provided in Sections 6.21.4(a) and 6.21.4(b) hereof, is limited to events caused solely by the conduct of others, such as Shipper or upstream or downstream facility operators not controlled by Transporter.

6.21.5 Unavailability of Capacity. Transporter shall not be liable to any person for any curtailment or interruption of service to Shipper due to Force Majeure or other unforeseen circumstances; repair, maintenance, other construction, or testing procedures necessary to maintain operational capability on the System; and/or efforts to comply with applicable regulatory requirements.

6.21.6 Termination of Gas Transportation Contract. If either Transporter or Shipper shall fail to perform any of the material covenants or obligations imposed upon it by the Gas Transportation Contract, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said contract and discontinue service by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty (30) Days the party in default does so remove and remedy said cause or causes, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes within said period of thirty (30) Days, the contract shall terminate and service shall be discontinued; provided, however, that no termination of the contract or discontinuance of service shall occur if the party in default has initiated action

to cure such material default but, despite its best efforts, has been unable to complete cure within such thirty (30) Day period and is continuing its action to complete cure in good faith beyond the end of the thirty (30) Day period. The termination or cancellation of any Gas Transportation Contract shall be without prejudice to the right of Transporter to collect any amounts then due to it for services rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any services which have not been rendered but for which Shipper has paid prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

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
One Harbour Place, Suite 375
Portsmouth, NH 03801

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: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

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 Transporter's 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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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: _____

Negotiated Rates

Transporter will record, in separately designated sub-accounts, all revenues and costs that directly derive from or apply to any of the service contracts listed below. The prospective treatment or disposition of all such revenues and costs shall be addressed explicitly in any prospective rate change filing of Transporter and shall otherwise be governed by any applicable directives or regulations of FERC.

Customer	Contract Date	Negotiated Rate	Service Type	Receipt/Delivery	Volume
Bay State Gas	June 27, 1997	For the period November 1 through March 31, 1.9 times the Recourse Reservation Rate	FT	Pittsburg/ Dracut	18,600 Dth/day
				Pittsburg/ Haverhill - TGP	22,000 Dth/day
Bay State Gas Company, dba Columbia Gas of Massachusetts	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$0.6000/Dth/day	FT	Pittsburg/ Dracut	16,000 Dth/day
Irving Oil Terminals Operations LLC	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$0.6000/Dth/day	FT	Pittsburg/ Dracut	25,401 Dth/day
Northern Utilities, Inc.	December 1, 2017	Effective on the in-service date of	FT	Pittsburg/	40,003 Dth/day

		the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$0.6000/Dth/day		Newington Granite State	
Liberty Utilities (EnergyNorth Natural Gas) Corp.	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$18.2633/Dth/month	FT	Pittsburg/ Berlin	1,000 Dth/day
Twin Eagle Resource Management, LLC	November 1, 2018	For the period November 1, 2018, through March 31, 2019, \$18.2500 per Dth per month.	FT	Pittsburg/ Westbrook-MN	5,000 Dth/day
		For the period April 1, 2019, through October 31, 2019, \$18.2500 per Dth per month.	FT	Pittsburg/ Dracut	5,000 Dth/day
Irving Oil Terminals Operations, LLC	November 1, 2018	For the period November 1, 2018, through October 31, 2019, \$25.8541 per Dth per month.	FT	Pittsburg/ Westbrook-MN	10,030 Dth/day
		For the period November 1, 2019, through October 31, 2033, \$19.7708 per Dth per month.	FT	Pittsburg/ Westbrook-MN	10,030 Dth/day
Liberty Utilities (EnergyNorth Natural Gas) Corp.	November 1, 2018	\$0.75 per Dth per day.	FT	Pittsburg/ Dracut	1,855 Dth/day
Enbridge Gas New Brunswick, Limited Partnership	November 1, 2018	\$0.70 per Dth per day.	FT	Pittsburg/ Westbrook-MN	106 Dth/day

Services provided pursuant to Negotiated Rate contracts are available to any similarly situated Shipper on a non-discriminatory basis.

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Shipper Name</u>	<u>Effective Date</u>
FT	208534	H.Q. Energy Services (U.S.) Inc.	3/10/1999
FT	208539	WestRock MWV LLC	3/11/1999
FT	208537	Wausau Paper Mills, LLC	10/1/1999
FT	210202	Boston Gas Company d/b/a National Grid	11/1/2018
FT	210203	The Narragansett Electric Company d/b/a National Grid	11/1/2018
FT	210204	Enbridge Gas New Brunswick Inc.	11/1/2018
FT	211436	Heritage Gas Limited	11/1/2018

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Shipper Name</u>	<u>Effective Date</u>
IT	IT-2000-006	CoEnergy Trading Company	7/23/2000
IT	IT-2000-004	Tenaska Marketing Ventures	5/1/2000
IT	IT-1999-018	Sprague Energy Corp.	12/10/1999
IT	IT-1999-003	Wausau Papers of New Hampshire, Inc.	4/29/1999
IT	IT-2003-002	Emera Energy Services, Inc.	3/21/2003
IT	IT-2001-006	Northern Utilities, Inc.	12/5/2001
IT	IT-2001-005	Bay State Gas Company	12/5/2001
IT	IT-2005-007	Maine Natural Gas Corporation	4/1/2005
IT	IT-2004-006	Cargill Incorporated	8/17/2004

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Shipper Name</u>	<u>Effective Date</u>
PL	PL-2008-009	United Energy Trading, LLC	12/18/2008
PL	PL-2008-007	Shell Energy North America (US), L.P.	11/18/2008
PL	PL-2008-005	Repsol Energy North America Corporation	09/26/2008
PL	PL-2007-009	Tenaska Gas Storage, LLC	5/1/2007
PL	PL-2007-006	Macquarie Cook Energy LLC	3/6/2007
PL	PL-2006-001	Public Service Company of New Hampshire	5/31/2006
PL	PL-2004-003	Cargill Incorporated	8/17/2004

Reserved for Future Use
(Option Code A)

Appendix B

Portland Natural Gas Transmission System FERC Gas Tariff, Third Revised Volume No. 1

Marked Tariff Sections

Section	Section Description	Version
1	PART 1 - TABLE OF CONTENTS	V.10.0.0
5.3.4	Part 5.3.4 Rate Sch PAL - Rates and Billing	v.1.0.0
5.3.5	Part 5.3.5 Rate Sch PAL - Nominations and Scheduling	v.3.0.0
5.3.7	Part 5.3.7 Rate Sch PAL - Contract Termination	v.3.0.0
6.2	Part 6.2 GT&C - Definitions	v.10.0.0
6.21	Part 6.21 GT&C - Liability and Remedies	v.2.0.0
7.1	Part 7.1 Pro Forma - FT - Firm Transportation Service	v.5.0.0
7.2	Part 7.2 Pro Forma - IT - Interruptible Transportation Service	v.3.0.0
7.3	Part 7.3 Pro Forma - CR - Master Capacity Release Agreement	v.3.0.0
7.4	Part 7.4 Pro Forma CR Rep - Master Capacity Release Agreement - Replacement Shipper	v.3.0.0
7.5	Part 7.5 Pro Forma - PAL - Park and Loan Service Contract	v.3.0.0
7.7	Part 7.7 Pro Forma FTFLEX - FT-Flex Limited Firm Transportation Service	v.5.0.0
7.8	Part 7.8 Pro Forma - HRS - Hourly Reserve Service	v.5.0.0
7.9	Part 7.9 Pro Forma - STFT - Short Term Firm Transportation Service	v.3.0.0
8.1	Part 8.1 Negotiated Rates - Negotiated Rates	v.9.0.0
9.1	Part 9.1 List of Non Conf - List of Non Conforming Service Agreements	v.3.0.0
10.1	Part 10.1 - Non-Conf Agmt, Reserved for Future Use	v.2.0.0

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5.3.4. RATES AND BILLING

5.3.4.1 Rates. The rates for service hereunder are set forth in the currently effective Section 4 of this FERC Gas Tariff and such rate Section is hereby incorporated herein by reference. The rates in this Rate Schedule are subject to change pursuant to Section 6.22 of ~~Pipeline's-Transporter's~~ General Terms and Conditions and the PAL Service Agreement. Unless ~~Pipeline-Transporter~~ and Shipper agree in writing upon a rate for service provided hereunder, the rate applicable to a Shipper for service hereunder shall be the applicable maximum rate(s) as set forth Section 4. In the event a rate less than the applicable maximum rate(s) and not less than the applicable minimum rate(s) is agreed upon, such rate shall be applicable for the period agreed upon by Shipper and ~~Pipeline~~Transporter.

5.3.4.2 The Daily Charges set forth in Section 5.3.4.1 above shall not be applicable for a Day if (i) the Customer requests the delivery of parked quantities and ~~Pipeline-Transporter~~ is unable to return the gas to Customer on that Day or (ii) the Customer requests to return loaned quantities to ~~Pipeline-Transporter~~ and ~~Pipeline-Transporter~~ is unable to accept such gas on that Day. The Daily Charges will be reinstated when Transporter gives written notification to Shipper that pipeline system conditions allow the receipt or delivery of these quantities.

5.3.4.3 Customer shall pay ~~Pipeline-Transporter~~ a Monthly charge for PAL services consisting of the sum of the Daily charges. Daily charges shall be the product of the quantities of gas in Customer's PAL account (inclusive of quantities subject to Park Service and quantities subject to Loan Service) for each separate transaction and the maximum or mutually agreed upon rate for each Day during the applicable Month that service is provided by Transporter. For each transaction hereunder, charges shall commence on the first Day of the agreed upon transaction and continue until Shipper's account balance for that transaction reaches zero or until the last Day of the agreed upon term as set forth in the executed PAL Service Agreement, whichever comes first.

5.3.5. NOMINATIONS AND SCHEDULING

5.3.5.1 Availability. Park and Loan Service is subject to available Park capacity and available Loan capacity. For each Day Transporter shall project the amount of available Park capacity and available Loan capacity that Transporter's system is capable of providing and post such information on its Interactive Internet Website. As Transporter receives nominations for all services that affect the amount of available Park capacity and available Loan capacity, Transporter will update the information on its Interactive Internet Website accordingly.

5.3.5.2 Nomination. A Shipper seeking Park and Loan Service on any Day under this Rate Schedule shall submit a nomination to ~~Pipeline-Transporter~~ in accordance with Section 6.7 of ~~Pipeline's-Transporter's~~ General Terms and Conditions. Customer shall nominate the agreed upon Park or Loan quantities at the Parking Point or Loan Point. Such nominated quantities shall be subject to confirmation by Transporter. The confirmed quantity shall be deemed the scheduled quantity. Transporter shall schedule the quantities nominated hereunder in accordance with Section 6.7 of Transporter's General Terms and Conditions.

5.3.5.3 Transporter intends to provide PAL service at given Parking Points and Loan Points to Shippers on a first-come, first-served basis. It is possible that Transporter will receive nominations for more Park or Loan capacity that it can make available, and can therefore not satisfy the nominations of all Shippers. When submitting a Park or Loan request, a Shipper may determine if it wishes to receive a prorated portion of the capacity for which it submitted a nomination, or alternatively, if it wishes to cancel the nomination if the entire order cannot be filled. As a default choice, if Shipper does not make such an election and Transporter cannot grant Shipper all of the Park or Loan capacity it requested, Shipper shall be allocated a prorated portion of its Park or Loan capacity request.

5.3.5.4 The Park or Loan quantity of Gas in Shipper's account for all Loan Points on any Day shall not exceed the MLQ set forth in Shipper's PAL Service Agreement. Transporter may reject any nomination if Shipper nominates quantities when the balance(s) in Shipper's account exceeds the MLQ or when giving effect to the nomination will result in a balance(s) in Shipper's account that exceeds the MLQ.

5.3.5.5 A shipper that wishes to close its Parked or Loaned position must make a nomination to close the position. Nominations to close Park or Loan positions must be in accordance with Section 6.7 of ~~Pipeline's-Transporter's~~ General Terms and Conditions. Nominations to close existing Park or Loan positions shall take precedent over nominations for new Park or Loan quantities, as applicable, and the available quantities shall be adjusted accordingly prior to allocating such capacity to new requests for PAL service.

5.3.7. CONTRACT TERMINATION

The Park and Loan Service Contract may be terminated by either party on 30 days notice, or terminated by the Transporter on shorter notice, in its sole discretion, if the Shipper has not complied with the terms of the tariff, including the creditworthiness requirements as set forth in Section 6.3.4 of ~~Pipeline's~~ Transporter's General Terms and Conditions. Unless a shorter period of time is imposed in a notice issued in accordance with this Section 5.3.7, Shipper shall eliminate any outstanding Parked Quantity or Loan Quantity within five (5) days of termination of its Park and Loan Service Contract. If Shipper fails to eliminate such balance, Transporter shall cash out any quantity remaining after five (5) days at the replacement cost of gas plus fifteen percent (15%) for Loan Quantity or the sale price of the gas less ten percent (10%) for Parked Quantity. For such purposes, the replacement cost and sale price of gas shall be computed as described in Section 5.3.6 above.

6.2 DEFINITIONS

Except where another meaning is expressly stated, the following terms shall have the following meanings when used in this Tariff and in any Gas Transportation Contract incorporating this Tariff. Whenever the singular or neuter is used the same shall be construed as meaning the plural or corporate and vice versa where the context so requires:

6.2.1 British Thermal Unit or BTU: shall mean the amount of heat required to raise the temperature of one pound of distilled water 1 degree Fahrenheit at 60 degrees Fahrenheit, at a constant pressure of 14.73 pounds per square inch absolute.

6.2.2 Business Day: shall mean Monday through Friday, excluding Federal banking holidays for transactions in the U.S., and similar holidays for transactions occurring in Canada and Mexico.

6.2.3 Commencement Date: shall mean the date on which service begins, as set forth in a Gas Transportation Contract, or the date on which the facilities required to enable Transporter to render service to Shipper are constructed, installed and made operational, as set forth in Transporter's initial written notice to Shipper, which shall be given at least thirty (30) Days in advance of the estimated date ("Advance Notice"), followed by a written notice to transport Shipper's Gas by Transporter ("Final Notice"), which shall be given not less than five (5) Days prior to the date on which the service shall begin, unless Shipper and Transporter mutually agree to a shorter notice period.

6.2.4 Cubic Foot: shall mean the volume of Gas which occupies one cubic foot when such Gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of 14.73 pounds per square inch absolute.

6.2.5 Day or Daily or Gas Day: shall mean a period of twenty-four consecutive hours, beginning and ending at 9:00 a.m. Central Clock Time.

6.2.6 Delivery Point(s): shall mean a point or points at which Transporter is authorized to make Gas available to or for the account of Shipper. With respect to firm transportation service, a Delivery Point shall be either Primary or Secondary. The System Delivery Points are listed on Transporter's Interactive Internet Website.

6.2.7 Dth: shall mean the quantity of heat energy which is 1,000,000 British Thermal Units.

6.2.8 Eastern Time: shall mean Eastern Daylight Savings Time when in effect and Eastern Standard Time at all other times.

6.2.9 EDI: shall mean the Electronic Data Interchange as defined by then-effective standards established by the Gas Industry Standards Board and approved by the FERC.

6.2.10 Effective Service Period: shall mean the portion of a Year that a FT Shipper's Maximum Contract Demand is available for nomination, which shall be the entire year unless a lesser period is set forth on Schedule 1 of the FT Transportation Contract.

6.2.11 FERC: shall mean the Federal Energy Regulatory Commission or any successor agency having jurisdiction over this Tariff.

6.2.12 Force Majeure: shall mean acts of God, strikes, lockouts, sabotage, acts of the public enemy, terrorism, wars, blockades, insurrections, riots, epidemics, landslides, mudslides, lightning, snowstorms, ice storms, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage of or accident to machinery or lines of pipe, line freeze-ups, and any other act, omission or cause whether of the kind herein enumerated or otherwise, including the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, all of which are not reasonably expected and within the control of the party invoking this section and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming excuse. Under no circumstances will lack of funds or finances, or failure of or change in gas supply, markets or storage facilities or fields be construed to constitute Force Majeure.

6.2.13 Gas: shall mean natural gas of the quality specified in Section 6.5 herein.

6.2.14 Gas Transportation Contract: shall mean a contract for firm or interruptible service under this Tariff made by and between Transporter and Shipper, or by and between Transporter and a Replacement Shipper. Specifically, such term shall include the Gas Transportation Contracts for Firm Transportation Service, Interruptible Transportation Service, FT-FLEX Limited Firm Transportation Service, Hourly Reserve Service, Park and Loan Service, and Gas Transportation Contracts with replacement Shippers, the forms of which are included in this Tariff.

6.2.15 General Terms and Conditions: shall mean the General Terms and Conditions of this Tariff, as they may be amended from time to time.

6.2.16 Hour: Shall mean a period of sixty consecutive minutes beginning at the top of any hour, e.g., 9:00.

6.2.17 Intraday Nomination: shall mean a Nomination submitted after the deadline which effective time is no earlier than the beginning of the Gas Day and runs through the end of that Gas Day. Intraday Nominations may be used to nominate new supply or market. Shippers receiving service under any of Transporters rate schedules may make Intraday Nominations

which can be used to request increases or decreases in total flow, changes to Receipt Points, or changes to Delivery Points of scheduled gas for less than one Day. Intraday Nominations shall be stated in daily quantities, indicating the revised total flow for the 24 hour period commencing at 9:00 am Central Clock Time, and shall include an effective date and time. Such Nominations do not replace the remainder of a standing Nomination which may extend past that Gas Day.

6.2.18 Loan Point: shall mean the location where Transporter delivers Gas to Shipper for Loan Service.

6.2.19 Loaned Quantity: shall mean the quantity of Gas delivered by Transporter to Shipper at the Loan Point for loan service.

6.2.20 Maximum Contract Demand: shall mean the sum of the Delivery Point Maximum Daily Quantity or Quantities, as set forth in an executed Gas Transportation Contract under Rate Schedule FT, Rate Schedule FT-FLEX, and Rate Schedule HRS.

6.2.21 Maximum Daily Quantity or MDQ: shall mean the maximum number of DTH (adjusted by the applicable Measurement Variance Quantity), specified in a firm Gas Transportation Contract in accordance with one or more firm Rate Schedules herein, that Transporter is obligated to transport Daily for Shipper to a specified Delivery Point or from a specified Receipt Point. Nothing in this definition is intended to conflict with NAESB WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31.

6.2.22 Maximum Hourly Flow Rate: shall mean the percentage of MDQ at a Primary Delivery Point that Transporter shall be obligated to deliver on behalf of Shipper on a firm basis during any hour and shall be expressed as the quotient of MHQ divided by MDQ.

6.2.23 Maximum Hourly Quantity or MHQ: shall mean the greatest number of Dekatherms that Transporter is obligated to deliver at a Primary Delivery Point to or on behalf of Shipper, on a firm basis, for any Hour.

6.2.24 Mcf: shall mean 1,000 Cubic Feet of Gas.

6.2.25 Measurement Variance Quantity: shall mean the product, rounded to the nearest DTH, of the applicable Measurement Variance Factor and the Receipt Point Scheduled Quantity in the case of a positive Measurement Variance Factor, or the Delivery Point Scheduled Quantity in the case of a negative Measurement Variance Factor. Nothing in this definition is intended to conflict with NAESB WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31.

6.2.26 Measurement Variance Factor: shall mean the applicable percentage, determined on a Monthly basis pursuant to this Section 6.2.26, to account for and recover lost and unaccounted-for gas on the System. The Monthly percentages shall be within the minimum and maximum percentages set forth in Section 4 of this Tariff for the applicable Rate Schedule. At least ten (10) days prior to the beginning of each Month, Transporter will publish the

Measurement Variance Factor via its Interactive Internet Website. Nothing in this definition is intended to conflict with NAESB WGQ Standards 1.3.15, 1.3.16, 1.3.28 and 1.3.31. The Monthly Measurement Variance Factor shall be calculated in the following manner:

$$= \frac{[\text{Receipts-Deliveries +/- Line Pack Change +/- Accumulated Imbalance}]}{[\text{Forecasted System Deliveries For The Applicable Month}]}$$

Where:

Receipts = Actual measured quantities received by Transporter at Receipt Point(s) for transportation during the Month ending one Month prior to the applicable Month ("Measurement Month").

Deliveries = Actual measured quantities made available by Transporter at Delivery Point(s) during the Measurement Month.

Line Pack Change = The change in line pack quantities in the System that occurred during the Measurement Month.

Accumulated Imbalance = Any gas (measurement variance) which has been over or under collected during the Month(s) prior to the Measurement Month.

6.2.27 Month or Monthly: shall mean the period beginning at 8:00 a.m. Eastern Time on the first Day of the calendar Month and ending at 8:00 a.m. Eastern Time on the first Day of the next succeeding calendar Month.

6.2.28 Nomination: shall mean a transmittal by Shipper to Transporter electronically of request for receipt and/or delivery of gas for the account of the shipper for each Gas Day that service is desired.

6.2.29 Operational Balancing Agreement: shall mean an executed agreement between Transporter and another willing, mutually agreeable, creditworthy third party (creditworthiness determined pursuant to Section 6.3.4 of this Tariff) that will aggregate the receipt and delivery obligations and entitlements of one or more Shipper(s) with respect to gas transportation Nominations, scheduling, dispatching, balancing and related gas receipt or delivery functions.

6.2.30 Operator: shall mean an entity other than Transporter, which has been designated by Transporter to operate the System.

6.2.31 Parking Point: shall mean the location where the Shipper delivers Gas to Transporter for parking service.

6.2.32 Parked Quantity: shall mean the quantity of Gas delivered by Shipper at the Parking Point for parking service.

6.2.33 Net Present Value (NPV): unless otherwise specified, shall mean the value produced from the application of the following formula:

$$NPV = [r (1-(1+i)^{-n})] / i$$

Where: r = contract rate per Dth

i = Monthly equivalent of the interest rate set forth in Section 154.501(d)(1) of the Commission's Regulations

n = term of the agreement, in Months

6.2.34 Primary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) set forth on Schedule 1 appended to its firm Gas Transportation Contract.

6.2.35 Primary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) set forth on Schedule 1 appended to its firm Gas Transportation Contract.

6.2.36 Rate Schedule: shall mean Rate Schedules FT, and IT under Transporter's FERC Gas Tariff, and any additional or superseding rate schedule(s).

6.2.37 Receipt Point(s): shall mean a point or points at which Transporter is authorized to receive Gas from or for the account of Shipper. With respect to firm transportation service, a Receipt Point shall be either Primary or Secondary. The System Receipt Points are listed on Transporter's Interactive Internet Website.

6.2.38 Recourse Rate(s): shall mean the maximum rate, rate component, charge or credit that is available to all Shippers under this Tariff, as displayed in Section 4 in this Tariff.

6.2.39 Seasonal or Seasonal Service: shall mean service provided pursuant to Rate Schedule FT during the consecutive monthly period of November 1 through March 31 or any portion thereof.

6.2.40 Scheduled Quantity (or Quantities): shall mean the quantity of Gas which is nominated Daily by Shipper for a specified Receipt or Delivery Point in accordance with a Gas Transportation Contract and the General Terms and Conditions of Transporter's Tariff; unless Transporter determines, in accordance with Section 6.7.4 herein, that it is unable to satisfy any part of Shipper's original Nomination. In the event of such a determination, the Scheduled Quantity shall be the lesser of: (1) the quantity of Gas reported in Transporter's response in accordance with Section 6.7.5(b) herein; or (2) Shipper's revised Intraday Nomination in accordance with Section 6.7.5(c) herein.

6.2.41 Secondary Delivery Point(s): shall mean, with respect to any Shipper, the Delivery Point(s) other than the Primary Delivery Point(s).

6.2.42 Secondary Receipt Point(s): shall mean, with respect to any Shipper, the Receipt Point(s) other than the Primary Receipt Point(s).

6.2.43 Segment: shall mean any Receipt Point or Delivery Point or any portion of the System between any such points.

6.2.44 Segmented Capacity: a portion of a Shipper's firm capacity used for the purpose of receiving Gas at more than one Receipt Point and/or delivering Gas at more than one Delivery Point. In no event shall the applicable MDQ of a contract be exceeded on any segment.

6.2.45 Shipper: shall mean any entity seeking or subscribing to service on the System pursuant to this Tariff.

6.2.46 Short Term: shall mean service provided pursuant to the Pro Forma Gas Transportation Contract for Short Term Firm Transportation Service and Rate Schedule FT with a term of less than one year.

6.2.47 System: shall mean the pipeline and appurtenant facilities of Transporter that are used in the transportation of Gas.

6.2.48 System Capacity: shall mean the capacity available for transportation on any Segment of the System, as determined by Transporter, to the best of its ability.

6.2.49 Tariff: shall mean Transporter's currently effective FERC Gas Tariff.

6.2.50 Timely Nomination: shall mean a Nomination for service beginning at the start of the next Day.

6.2.51 Total Heating Value: shall mean, when applied to a Cubic Foot of Gas, the number of British Thermal Units produced by the complete combustion in a recording calorimeter at constant pressure, of the amount of Gas which would occupy a volume of one Cubic Foot at a temperature of 60 degrees Fahrenheit, with the Gas free of water vapor, and under a pressure equal to that of 30 inches of mercury at 32 degrees Fahrenheit and under a standard gravitational force (acceleration of 980.665 cm per second per second) with air of the same temperature and pressure as the Gas, when the products of combustion are cooled to the initial temperature of the Gas and air, and when the water formed by combustion is condensed to the liquid state.

6.2.52 Transporter ~~or Pipeline~~: shall mean Portland Natural Gas Transmission System, its successors or assignees.

6.2.53 Transporter Overrun Costs: shall mean the costs incurred by Transporter due to unauthorized firm service Shipper overruns, which costs are not otherwise included in Transporter's rates. Such costs shall consist of : (a) costs incurred by Transporter to correct the effect of any tampering with or alteration of Transporter's facilities which permitted an overall overrun to occur at the affected Delivery Point and the costs incurred by Transporter to repair such facilities; (b) costs incurred by Transporter to acquire additional gas to prevent or alleviate curtailments and to reestablish appropriate operating pressure on its system; (c) penalties paid by Transporter to third parties; and(d) costs incurred by Transporter to collect overrun penalties and to administer the crediting provisions set forth in Section 6.8.4.

6.2.54 Year: shall mean any period of twelve consecutive Months.

6.2.55 100% Load Factor Equivalent Rate: shall mean, for any Rate Schedule, the sum of the products of: (1) the Recourse Demand Rate times the number of Months the service is Applicable each Year, and/or (2) the Recourse Usage Rate times the number of days the service is applicable each Year; divided by the number of days Transporter may schedule service under such Rate Schedule in each Year.

6.21 LIABILITY AND REMEDIES

6.21.1 Relief from Liability. Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances, including any curtailment or interruption, occasioned by or in consequence of any event constituting Force Majeure and, except as otherwise provided in Section 6.21.4(a) herein, the obligations of Transporter and Shipper shall be excused during the period thereof to the extent affected by such events of Force Majeure. Neither Transporter nor Shipper shall be liable in any manner to the other person for indirect, consequential or special losses or damages including attorneys' fees. There are no intended, incidental or third-party beneficiaries under this Tariff or any contract thereunder.

6.21.2 Liabilities not Relieved. No such cause as described in Section 6.21.1 affecting the performance of either party shall continue to relieve such party from its obligation after the expiration of a reasonable period of time within which by the use of due diligence such party could have remedied the situation preventing its performance, nor shall any such cause relieve either party from any obligation unless such party shall give notice thereof in writing to the other party with reasonable promptness; and like notice shall be given upon termination of such cause.

6.21.3 Overriding Obligation to Pay Reservation Charges. Shipper's obligation to pay applicable reservation charges under a Gas Transportation Contract shall not be suspended by any failure of Transporter to deliver Gas to or on behalf of Shipper for any reason or cause whatsoever, whether or not described in this Section 6.21, except in the event that such failure is caused by the negligent or intentional misconduct of Transporter, or as provided in Section 6.21.4.

6.21.4 Reservation Charge Reimbursement. As used in this Section 6.21.4, Firm Daily Volume shall mean the volume of gas which Transporter is obligated to deliver on a firm basis at Shipper's primary firm delivery point(s) on a Gas Day, based on confirmable nominations for firm service within Shipper's Maximum Daily Quantity.

(a) Force Majeure Event.

If, due to an event of Force Majeure as defined in Section 6.2.12 of the General Terms and Conditions of this FERC Gas Tariff, Transporter is unable to deliver any portion of Shipper's Firm Daily Volume for a period greater than ten (10) consecutive days, then for each day beyond the ten (10) days that Transporter so fails to provide service the applicable reservation charges, including applicable reservation-based surcharges, shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service.

(b) Non-Force Majeure Event

Except as provided for in Section 6.21.4 (a) above, in the event Transporter fails to deliver Shipper's Firm Daily Volume on any Gas Day under any firm contract then the applicable reservation charges, including applicable reservation-based surcharges, shall not apply to the quantity of gas not delivered by Transporter within the Shipper's Firm Daily Volume; provided, however, that these charges shall not be eliminated to the extent that the Shipper utilizes secondary point service.

(c) Reservation Charge Credits – PHMSA.

For a two-year transitional period beginning June 1, 2013, reservation charge credits associated with outages that are required to comply with orders issued by the Pipeline and Hazardous Materials Safety Administration (PHMSA) pursuant to Section 60139 (c) of Title 49 of the United States Code, Chapter 601,013, shall be calculated in accordance with paragraph (a) above. Notices of outages pursuant to this section shall identify the specific PHMSA order of requirement with which ~~Pipeline-Transporter~~ is complying.

(d) Reservation Charge Credit - Confirmable Nominations.

Any exemption from crediting for nominated amounts not confirmed, as provided in Sections 6.21.4(a) and 6.21.4(b) hereof, is limited to events caused solely by the conduct of others, such as Shipper or upstream or downstream facility operators not controlled by Transporter.

6.21.5 Unavailability of Capacity. Transporter shall not be liable to any person for any curtailment or interruption of service to Shipper due to Force Majeure or other unforeseen circumstances; repair, maintenance, other construction, or testing procedures necessary to maintain operational capability on the System; and/or efforts to comply with applicable regulatory requirements.

6.21.6 Termination of Gas Transportation Contract. If either Transporter or Shipper shall fail to perform any of the material covenants or obligations imposed upon it by the Gas Transportation Contract, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said contract and discontinue service by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty (30) Days the party in default does so remove and remedy said cause or causes, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes within said period of thirty (30) Days, the contract shall terminate and service shall be discontinued; provided, however, that no termination of the contract or discontinuance of service shall occur if the party in default has initiated action

to cure such material default but, despite its best efforts, has been unable to complete cure within such thirty (30) Day period and is continuing its action to complete cure in good faith beyond the end of the thirty (30) Day period. The termination or cancellation of any Gas Transportation Contract shall be without prejudice to the right of Transporter to collect any amounts then due to it for services rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any services which have not been rendered but for which Shipper has paid prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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, ~~PNGTS Operating Co. LLC~~ TransCanada Northern
Border Inc.

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada Northern Border Inc.](#)

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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
One Harbour Place, Suite 375
Portsmouth, NH 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada Northern Border Inc.](#)

By: _____

ATTEST: [NAME OF RELEASING SHIPPER]

By: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada](#)
[Northern Border Inc.](#)

By: _____

ATTEST: [NAME OF REPLACEMENT SHIPPER]

By: _____

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 Transporter's 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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada](#)
[Northern Border Inc.](#)

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire- 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada Northern Border Inc.](#)

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada Northern
Border Inc.](#)

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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
One Harbour Place, Suite 375
Portsmouth, New Hampshire 03801

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, ~~PNGTS Operating Co. LLC~~ [TransCanada Northern
Border Inc.](#)

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

Negotiated Rates

Transporter will record, in separately designated sub-accounts, all revenues and costs that directly derive from or apply to any of the service contracts listed below. The prospective treatment or disposition of all such revenues and costs shall be addressed explicitly in any prospective rate change filing of Transporter and shall otherwise be governed by any applicable directives or regulations of FERC.

Customer	Contract Date	Negotiated Rate	Service Type	Receipt/Delivery	Volume
Bay State Gas	June 27, 1997	For the period November 1 through March 31, 1.9 times the Recourse Reservation Rate	FT	Pittsburg/ Dracut	18,600 Dth/day
				Pittsburg/ Haverhill - TGP	22,000 Dth/day
Northern Utilities, Inc.	June 27, 1997	For the period November 1 through March 31, 1.9 times the Recourse Reservation Rate	FT	Pittsburg/ Westbrook GS Eliot Newington NH	33,000 Dth/day
Bay State Gas Company, dba Columbia Gas of Massachusetts	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$0.6000/Dth/day	FT	Pittsburg/ Dracut	16,000 Dth/day
Irving Oil Terminals Operations LLC	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$0.6000/Dth/day	FT	Pittsburg/ Dracut	25,401 Dth/day

Northern Utilities, Inc.	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$0.6000/Dth/day	FT	Pittsburg/ Newington Granite State	40,003 Dth/day
Liberty Utilities (EnergyNorth Natural Gas) Corp.	December 1, 2017	Effective on the in-service date of the C2C Project (Docket No. CP17-24-000) and continuing for a period of 15 years thereafter, a fixed rate of \$18.2633/Dth/month	FT	Pittsburg/ Berlin	1,000 Dth/day
Twin Eagle Resource Management, LLC	November 1, 2018	For the period November 1, 2018, through March 31, 2019, \$18.2500 per Dth per month.	FT	Pittsburg/ Westbrook-MN	5,000 Dth/day
		For the period April 1, 2019, through October 31, 2019, \$18.2500 per Dth per month.	FT	Pittsburg/ Dracut	5,000 Dth/day
Irving Oil Terminals Operations, LLC	November 1, 2018	For the period November 1, 2018, through October 31, 2019, \$25.8541 per Dth per month.	FT	Pittsburg/ Westbrook-MN	10,030 Dth/day
		For the period November 1, 2019, through October 31, 2033, \$19.7708 per Dth per month.	FT	Pittsburg/ Westbrook-MN	10,030 Dth/day
Liberty Utilities (EnergyNorth Natural Gas) Corp.	November 1, 2018	\$0.75 per Dth per day.	FT	Pittsburg/ Dracut	1,855 Dth/day

Enbridge Gas New Brunswick, Limited Partnership	November 1, 2018	\$0.70 per Dth per day.	FT	Pittsburg/ Westbrook-MN	106 Dth/day
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Services provided pursuant to Negotiated Rate contracts are available to any similarly situated Shipper on a non-discriminatory basis.

NON-CONFORMING SERVICE AGREEMENTS
 PURSUANT TO § 154.112(b)

Rate Schedule	Contract No.	Shipper Name	Effective Date
FT	FT-1999-002 208534	H.Q. Energy Services (U.S.) Inc.	3/10/1999
FT	FT-1999-001	EnergyNorth Natural Gas, Inc.	11/1/1999
FT	FT-1998-002 208539	The Mead Corporation WestRock MWV LLC	
	3/11/1999		
FT	FT-1997-007 208537	Wausau Papers of New Hampshire, Inc. Paper Mills, LLC	
	10/1/1999		
FT	210202	Boston Gas Company d/b/a National Grid	11/1/2018
FT	210203	The Narragansett Electric Company d/b/a National Grid	11/1/2018
FT	210204	Enbridge Gas New Brunswick Inc.	11/1/2018
FT	211436	Heritage Gas Limited	11/1/2018

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Shipper Name</u>	<u>Effective Date</u>
IT	IT-2000-006	CoEnergy Trading Company	7/23/2000
IT	IT-2000-004	Tenaska Marketing Ventures	5/1/2000
IT	IT-1999-018	Sprague Energy Corp.	12/10/1999
IT	IT-1999-003	Wausau Papers of New Hampshire, Inc.	4/29/1999
IT	IT-2003-002	Emera Energy Services, Inc.	3/21/2003
IT	IT-2001-006	Northern Utilities, Inc.	12/5/2001
IT	IT-2001-005	Bay State Gas Company	12/5/2001
IT	IT-2005-007	Maine Natural Gas Corporation	4/1/2005
IT	IT-2004-006	Cargill Incorporated	8/17/2004

NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO § 154.112(b)

<u>Rate Schedule</u>	<u>Contract No.</u>	<u>Shipper Name</u>	<u>Effective Date</u>
PL	PL-2008-009	United Energy Trading, LLC	12/18/2008
PL	PL-2008-007	Shell Energy North America (US), L.P.	11/18/2008
PL	PL-2008-005	Repsol Energy North America Corporation	09/26/2008
PL	PL-2007-009	Tenaska Gas Storage, LLC	5/1/2007
PL	PL-2007-006	Macquarie Cook Energy LLC	3/6/2007
PL	PL-2006-001	Public Service Company of New Hampshire	5/31/2006
PL	PL-2004-003	Cargill Incorporated	8/17/2004

~~Firm Transportation Service Agreement-
Rate Schedule FT~~

~~EnergyNorth Natural Gas, Inc.
(#FT-1999-001)~~

~~Agreement Effective Date: July 13, 1999~~

~~Amendment No. 1 Dated: October 24, 2002~~

~~Amendment No. 2 Effective Date: July 13,
1999~~ Reserved for Future Use
Option Code A

Appendix C

Portland Natural Gas Transmission System FERC Gas Tariff, Third Revised Volume No. 1

Marked Tariff Record

- 1) Reserved for Future Use

~~ORIGINAL~~

~~GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE
BETWEEN
PORTLAND NATURAL GAS TRANSMISSION SYSTEM
AND
ENERGYNORTH NATURAL GAS, INC.~~

~~This Gas Transportation Contract ("Contract") is made as of the 13th Day of July, 1999, by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and EnergyNorth Natural Gas, Inc., a [state] corporation, herein "Shipper," pursuant to the following recitals and representations:~~

~~WHEREAS, the Federal Energy Regulatory Commission ("FERC") has, on July 31, 1997 in Docket No. CP97-238 and on September 24, 1997 in Docket No. CP96-249, issued certificates of public convenience and necessity authorizing Transporter to construct, own, operate, and maintain a natural gas transmission system ("System");~~

~~WHEREAS, the North Country Medium Security Prison ("North Country Prison") is being constructed near Berlin, New Hampshire, and Shipper intends to enter into an agreement with the North Country Prison, to provide natural gas service to the North Country Prison;~~

~~WHEREAS, subject to the terms of this Contract, Transporter intends to construct a meter station near Berlin, New Hampshire (herein "Berlin Station"), to permit deliveries of gas to Shipper at the Berlin Station for service to its customers including the North Country Prison;~~

~~WHEREAS, Shipper intends to enter into natural gas supply arrangements, including 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;~~

~~WHEREAS, Shipper intends to apply for and receive all necessary federal, provincial or state regulatory authorizations or exemptions in the United States and Canada in order to transport and deliver gas for the account of Shipper to the receipt point(s), commence transportation on Transporter's System, and receive and transport such gas downstream of the delivery point(s) on Transporter's System, commencing on the Commencement Date; and~~

~~WHEREAS, Transporter intends to apply for and, subject to the terms and conditions set forth herein, receive and accept all necessary United States regulatory authorizations or exemptions to accept delivery of gas imported 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 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:~~

~~ARTICLE I - PRECONDITIONS~~

~~1. (a) Transporter shall apply for or cause to be applied for and use reasonable best efforts to obtain from the FERC and other governmental and regulatory authorities having~~

~~jurisdiction such authorizations or exemptions (herein "Regulatory Approvals") as are necessary for the performance of the transactions herein contemplated or for any other transactions necessary for the performance of those herein contemplated.~~

~~(b) 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: (i) to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below, and (ii) for the performance of the transactions herein contemplated or for any other transactions necessary for the performance of those herein contemplated.~~

~~(c) Shipper and Transporter agree that, in satisfying their respective obligations under this Contract, each shall support the applications for necessary Regulatory Approvals filed by the other and shall make any demonstrations to such regulatory and governmental agencies which may be reasonably requested by the other Party.~~

~~(d) For the period of time extending from the date of this Contract to one (1) year after the Commencement Date, Shipper shall (i) not oppose any facility expansion, extension, or addition to Transporter's System and (ii) not oppose the rolled in rate treatment of facilities described in subparagraph (i) of this paragraph (d), provided the roll in of the cost of such facilities does not increase the rate paid by Shipper.~~

~~2. This Contract is conditioned upon Transporter obtaining acceptable Regulatory Approvals. In the event that the Regulatory Approvals, or any of them, required to be obtained by Transporter as set forth in Section 1 hereof are unacceptable to Transporter, the parties agree that they shall negotiate in good faith as to what further action, if any, should be undertaken to remedy the unacceptable features of such Regulatory Approvals. Transporter may not determine that a Regulatory Approval is unacceptable to it unless (i) such determination is accompanied by a written statement to Shipper setting forth the reasons for the unacceptability, and (ii) the Regulatory Approval contains terms or conditions materially different from those terms and conditions which Transporter sought, or if such Regulatory Approval contains terms or conditions which were not expressly sought by Transporter but which are materially different from terms and conditions contained in authorizations accepted by applicants for similar services or facilities.~~

~~3. This Contract is conditioned upon Shipper securing and receiving any necessary approval of an agreement with the North Country Prison, allowing Shipper to provide natural gas to the North Country Prison in an amount of at least 400 Dth per day. Upon satisfying the condition in the preceding sentence, Shipper shall notify Transporter in writing that this condition in the preceding sentence has been satisfied ("Notice of Satisfaction"). If, prior to such Notice of Satisfaction, Shipper informs Transporter in writing of Shipper's inability to satisfy the condition in this paragraph 3, both Transporter and Shipper shall be released from all responsibilities under this Contract and this Contract shall be terminated.~~

~~4. In the event that Shipper has not provided, by July 29, 1999, a Notice of Satisfaction, (a) Transporter shall have the right, after consultation with and written notice to Shipper, to change the Commencement Date of this Contract to a later date and (b), prior to receiving a Notice of Satisfaction, Transporter shall have the right to terminate the Contract, by written notice to Shipper ("Transporter's Termination Notice"), thereby releasing both parties from all rights and obligations under the Contract, provided however that the Contract shall not be terminated if Shipper provides to Transporter a Notice of Satisfaction within one (1) year of the Transporter's Notice of Termination.~~

~~ARTICLE II SCOPE OF CONTRACT~~

~~5. Subject to the conditions of this Contract, 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 at the pressure and for the term specified in Schedule 1.~~

~~6. 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).~~

~~7. 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.~~

~~8. 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 III RESERVATION OF FIRM TRANSPORTATION CAPACITY~~

~~9. 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 2 appended hereto. Schedules 1 and 2 are hereby incorporated as part of this Contract.~~

~~10. Transporter shall make available to Shipper the service reserved under this Article III 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.~~

~~11. In the event Transporter enters into a gas transportation contract for firm transportation service with any other shipper, excluding Crown Vantage (or any successor operating Crown Vantage's facilities), that calls for delivery at the Berlin Station, Shipper shall have the right, to the extent of the Maximum Daily Quantity under that other contract up to 400 Dth per day, to reduce its Maximum Daily Quantity under this Contract.~~

~~ARTICLE IV ALLOCATION OF OFF PEAK CAPACITY~~

~~12. On any Day during the period from April 1 through October 31 (Off-Peak Period) that System Capacity is not otherwise scheduled under any Rate Schedule, such capacity will be allocated pro rata to Rate Schedule FT shipper(s) whose gas transportation contracts have initial terms of twenty (20) Years or longer and, to the extent such shipper(s) has under this contract Maximum Contract Demand during the Off-Peak Period, based on these shippers' annual reservation charges under Rate Schedules FT.~~

*Amended
No. 2*

~~ARTICLE V RATE~~

~~13. 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 Receipt 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.~~

~~14. 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 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.~~

~~15. Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.~~

~~16. For all capacity allocated to Shipper under Article IV 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 VI DISCOUNTING AND DECONTRACTING~~

~~17. If Transporter, pursuant to Part 284 of FERC's regulations, discounts the applicable Recourse Rate under any mainline transportation services, Shipper will be entitled to an equivalent unit rate discount, as set forth below, on a per Dth basis for all quantities contracted by Shipper under its Firm Transportation Contracts for the same period of time. If Transporter so discounts service under any rate schedule during the months of November through March, Shipper will be offered an equivalent unit rate discount during the same period of time for the receipt and delivery points designated by Shipper. If Transporter so discounts service during the off peak months of April through October, Shipper will be entitled to a discount equal to Shipper's Imputed Off Peak Rate minus the unit rate provided to the other Shipper, during the same period of time for the Receipt and Delivery points designated by Shipper. For purposes of this paragraph 17, the Imputed Off Peak Rate shall be computed as follows:~~

~~$$IOR = (AR \times 365) - (WR \times 151)$$~~
214

~~where AR is the Recourse Rate in effect for Shipper for FT service and WR is 1.9 x AR. The discount provision in this paragraph 17 shall apply during the terms of the Firm Transportation Contracts.~~

Amend
No. 1

~~18. Transporter will provide a notice to Shipper after all the following conditions are satisfied: (a) Transporter on a pro forma basis is projected to receive during the next 12 month period revenues at least equal to its annualized Cost of Service (as hereinafter defined), (b) Transporter has executed an agreement with a new or existing replacement shipper for firm capacity which, together with all other transportation agreements (including the Firm Transportation Contracts), will provide revenues in excess of Transporter's Cost of Service, and (c) the replacement shipper has a creditworthiness rating of BBB (investment grade) or better. Within sixty (60) days after giving such notice, Shipper will be permitted to request a reduction in the Maximum Contract Demand in its Firm Transportation Contracts.~~

~~19. Shipper will be permitted to reduce the Maximum Contract Demand and the associated term in an amount equivalent to the quantity and term covered in the Firm Transportation Contract with the replacement shipper; provided, however, that any such reduction in quantity and term, after conversion of the units of quantity, term and rates to revenues, shall be permitted only to the extent it does not reduce the recovery of revenues equal to Transporter's Cost of Service. Maximum Contract Demand will be reduced among all shippers entitled to and requesting reductions in Firm Transportation Contracts, pro rata, based on annual revenue contributions. For purposes of this paragraph 19, the Cost of Service shall be the cost of service to be collected by Transporter calculated on the basis of the principles established in its Certificate of Public Convenience and Necessity, or any amendments thereto, issued by the FERC, or the cost of service in effect pursuant to Transporter's general rate filing under Section 4 of the Natural Gas Act. In the event the replacement shipper causes an increase in the cost of service, the Cost of Service shall be increased by an equivalent amount.~~

~~20. If Shipper does not timely request a reduction in its Maximum Contract Demand as provided in paragraph 19, the amount by which Shipper would have been entitled to reduce its Maximum Contract Demand shall be deemed Ineligible Capacity. With respect to such Ineligible Capacity, Shipper permanently relinquishes the rights (i) to any discount under paragraph 17 on a quantity equivalent to the Ineligible Capacity, and (ii) to reduce its Maximum Contract Demand under paragraph 19 in a quantity equivalent to the Ineligible Capacity. The right(s) relinquished under this paragraph 20 shall take effect upon the commencement of service to the replacement shipper. The right(s) relinquished under this paragraph shall take effect concurrently with the relinquishment.~~

~~ARTICLE VII RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS~~

~~21. 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 VIII TERM~~

~~22. Subject to the provisions of Article I, Section 4, the Commencement Date shall be November 1, 1999; provided however, Transporter agrees to provide test gas services to Shipper beginning two months prior to the Commencement Date.~~

~~23. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of Gas hereunder, other than test gas, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.~~

~~24. This Contract shall continue in force and effect until twenty (20) years after the Commencement Date, and Year to Year thereafter unless terminated by either party upon twelve (12) Months 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; and provided further, if the total construction cost incurred by Transporter for the Berlin Station is less than \$243,000.00, the Contract shall continue in force and effect until fifteen (15) years after the Commencement Date and Year to Year thereafter unless terminated by either party upon twelve (12) Months prior written notice to the other, given at any time after the first fourteen (14) years.~~

~~25. 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.~~

~~26. 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 IX NOTICES~~

~~27. Notices to Transporter shall be addressed to:~~

~~Portland Natural Gas Transmission System
One Harbour Place
Portsmouth, New Hampshire 03801~~

~~Notices to Shipper hereunder shall be addressed to:~~

~~EnergyNorth Natural Gas, Inc.
1260 Elm Street
Manchester, New Hampshire 03101
Attn: Vice President of Gas Supply~~

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

~~ARTICLE X TRANSFER AND ASSIGNMENT OF CONTRACT~~

~~28. 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 X shall~~

~~not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.~~

~~29. 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.~~

~~30. 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 XI - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR~~

~~31. 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 XII - LAW OF CONTRACT~~

~~32. 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 XIII - CHANGE IN TARIFF PROVISIONS~~

~~33. 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. The foregoing shall not constitute a waiver of Shipper's right to oppose such changes at the FERC.~~


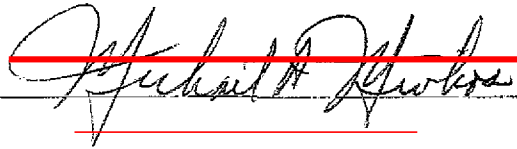
~~ARTICLE XIV - MISCELLANEOUS~~

~~34. This Contract, including the FERC Tariff and Rate Schedules FT, reflects the whole and entire agreement between Shipper and Transporter with respect to the subject matter hereof and~~

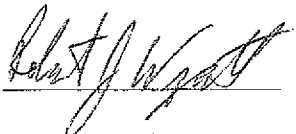

~~supersedes all prior agreements and understandings between Shipper and Transporter with respect to the subject matter hereof.~~

~~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 ~~

~~ATTEST: ENERGYNORTH NATURAL GAS, INC.~~

~~ By 
VICE PRESIDENT~~

~~SCHEDULE 1~~

~~Receipt Point:~~ Pittsburg, New Hampshire

~~Maximum Daily Quantity:~~ 1,000 Dth/Day

~~Minimum Delivery Pressure:~~ ~~Transporter's line pressure as may exist from time to time~~

~~Maximum Contract Demand:~~ 1,000 Dth/Day

~~SCHEDULE 2~~

~~For the period April 1 - October 31:~~

~~Delivery Point:~~ Berlin, New Hampshire

~~Maximum Daily Quantity:~~ 1,000 Dth/Day

~~Minimum Delivery Pressure:~~ 60 psig

~~For the period November 1 - March 31:~~

~~Delivery Point:~~ Berlin, New Hampshire

~~Maximum Daily Quantity:~~ 400 Dth/Day

~~Minimum Delivery Pressure:~~ 60 psig

~~Delivery Point:~~ Haverhill, Massachusetts, until the completion of facilities at Dracont, Massachusetts, and at Dracont, Massachusetts, thereafter.

~~Maximum Daily Quantity:~~ 600 Dth/Day

~~Minimum Delivery Pressure:~~

~~AMENDMENT NO. 1 TO GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE
BETWEEN
PORTLAND NATURAL GAS TRANSMISSION SYSTEM
AND ENERGINORTH NATURAL GAS, INC.~~

~~This Amendment No. 1 is hereby made to the Gas Transportation Contract for Firm Transportation Service ("FT Service Contract") between Portland Natural Gas Transmission System ("Transporter") and EnergyNorth Natural Gas, Inc. ("Shipper") dated the 13th Day of July 1999 pursuant to the following recitals and representations:~~

~~WHEREAS, on October 1, 2001 Transporter filed with the Federal Energy Regulatory Commission ("FERC"), in Docket No. RP02-13-000, revised rates pursuant to Section 4 of the Natural Gas Act, proposing to increase Transporter's rates for, among other things, service under Shipper's FT Service Contract; and~~

~~WHEREAS, Article VI of Shipper's FT Service Contract contains a Most Favored Nations provision which provides that if Transporter discounts any mainline transportation services, Shipper will be entitled to a discount, as set forth in the FT Service Contract, on a per MMBtu or per Dth basis for all quantities contracted by Shipper under the FT Service Contract for the same period of time ("Discount Clause"); and~~

~~WHEREAS, Transporter's other FT shippers have similar Discount Clauses in their FT Service Contracts with Transporter; and~~

~~WHEREAS, Transporter, Shipper, and the other parties to Docket No. RP02-13-000 have agreed to certain principles of settlement ("Principles") to resolve all issues in Docket No. RP02-13-000, and those Principles will be memorialized in a formal Stipulation and Settlement Agreement ("Settlement"), which will be filed with the FERC for approval; and~~

~~WHEREAS, the Principles provide that Transporter's FT shippers will each execute a permanent amendment to their FT Service Contracts to reflect modifications to the Discount Clause of such contracts which will limit the applicability of such clauses, as set forth herein;~~

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

- ~~1. **Preconditions for Effectiveness.** This Amendment No. 1 will be effective only if and after: (1) it and like amendments have been executed by all shippers that are parties to FT Service Contracts with Discount Clauses as of the date the Settlement is filed with the FERC; and (2) the Settlement becomes effective either (a) as the result of a FERC order which approves the Settlement without modification and which has become final, or (b)~~

~~in the event the order approving the Settlement modifies the Settlement or does not become final, as the result of the ratification of the Settlement by Shipper, Transporter and all other shippers that are parties to FT Service Contracts with Discount Clauses.~~

2. ~~**Modification to Discount Clause.** Transporter and Shipper agree that, upon the effectiveness of this Amendment No. 1, the Discount Clause contained in Article VI, paragraph 17 of the FT Service Contract between Shipper and Transporter is amended and restated in its entirety, for the remaining term of the FT Service Contract, as follows:~~

~~“If Transporter discounts the applicable Recourse Rate under Rate Schedule FT for service provided to a third party pursuant to an FT Service Contract with a primary term greater than 24 consecutive months, then Shipper will be entitled to a discount, as set forth below, on a per Dth basis for all quantities contracted by Shipper under this Contract for the same period of time. Provided, however, that such third party transportation services which entitle Shipper to a discount hereunder shall not include any firm off-peak seasonal service, or any backhaul service north of Westbrook (defined as any service for which the Primary Receipt Point designated in the transportation contract is located (a) south of the Primary Delivery Point designated in the transportation contract and (b) at, or north of, the Westbrook, Maine interconnection). If Transporter so discounts during the months of November through March, Shipper will be offered an equivalent unit rate discount during the same period of time for the receipt and delivery points designated by Shipper. If Transporter so discounts during the off-peak months of April through October, Shipper will be entitled to a discount equal to Shipper’s Imputed Off-Peak Rate minus the unit rate provided to said third party, during the same period of time for the receipt and delivery points designated by Shipper. For purposes of this paragraph, the Imputed Off-Peak Rate (IOR) shall be computed as follows:~~

$$\text{IOR} = \frac{(\text{AR} \times 365) - (\text{WR} \times 151)}{214}$$

~~where AR is the 100 percent load factor Recourse Rate in effect for FT Service and WR is 1.9 x AR. The discount provision in this paragraph shall apply during the term of this Contract.”~~

3. ~~**Relationship to FT Service Contract.** Except as specified in this Amendment No. 1, all terms and provisions of Shipper’s FT Service Contract will remain in effect without limitation or modification.~~

~~IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be
duly executed in several counterparts by their proper officers thereunto duly authorized, as of
this 24th day of ~~September~~ October 2002.~~

~~RHC~~

~~ATTEST:~~

~~ENERGYNORTH NATURAL GAS, INC.~~

~~_____~~
[Signature]

By ~~_____~~
Michael Stump

~~ATTEST:~~

~~PORTLAND NATURAL GAS TRANSMISSION SYSTEM~~

~~_____~~
P.J. Maitell

By ~~_____~~
Richard H. Fisher

~~AMENDMENT NO. 2 TO GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE
BETWEEN
PORTLAND NATURAL GAS TRANSMISSION SYSTEM
AND ENERGYNORTH NATURAL GAS, INC.~~

~~This Amendment No. 2 (or "Second Amendment") is hereby made this 14 day of January 2012, by and between Portland Natural Gas Transmission System, a Maine general partnership ("Transporter") and EnergyNorth Natural Gas, Inc., a New Hampshire corporation ("Shipper") pursuant to the following recitals and representations:~~


~~WHEREAS, the Parties entered into a certain "Gas Transportation Contract for Firm Transportation Service Between Portland Natural Gas Transmission System and EnergyNorth Natural Gas, Inc." on July 13, 1999, amended October 24, 2002, relating to transportation service on Transporter's system (the "Agreement"); and~~

~~WHEREAS, in order to comply with Federal Energy Regulatory Commission ("FERC") Orders in Docket Nos. RP10-758-000; RP11-1789-000; RP11-2449-000, and RP11-2449-001 issued on October 21, 2010; June 27, 2011; October 3, 2011 and January 6, 2012, respectively, the Parties agree to amend the Agreement, FT-1999-001.~~

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

- ~~1. Transporter and Shipper agree that Paragraph 11, contained in Article III - Reservation of Firm Transportation Capacity, shall be deleted in its entirety.~~
- ~~2. Per the January 6, 2012 order of the FERC (138 FERC ¶ 61,010 at P11), the effective date of this amendment shall be July 13, 1999.~~
- ~~3. All other terms of the Agreement not modified by this Second Amendment, shall remain in full force and effect.~~
- ~~4. Capitalized terms not defined herein shall have the meaning given to them in the Agreement.~~

~~IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be duly executed on the day and year first written above.~~


ENERGYNORTH NATURAL GAS, INC.

CC

~~PORTLAND NATURAL GAS TRANSMISSION SYSTEM~~

~~R. PIET~~ ~~PRESIDENT~~