

Firm Transportation Service Agreement
Rate Schedule FT

Northern Utilities, Inc.
(#240520)

Agreement Effective Date: November 1, 2022

FT 240520
Revision No. 0

**GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE**

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This Gas Transportation Contract ("Contract") is made as of the 9th Day of September 2020 by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and Northern Utilities, Inc. 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 – CREDITWORTHINESS AND ADEQUATE ASSURANCE

1. During the Initial Term (as defined in Article VII herein) of this Contract, Shipper understands and agrees that it will establish and maintain creditworthiness. The determination of creditworthiness shall be in accordance with Section 6.3.4.1 of Transporter's Tariff. If Shipper is not deemed creditworthy pursuant to Section 6.3.4.1, Shipper shall provide and maintain Adequate Assurance pursuant to Article V Section 2 below.

2. As used herein, "Adequate Assurance" means:

(A) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper's contractual obligations pursuant to this Contract, from an entity deemed creditworthy by Transporter in accordance with Article V Section 1 above ("Guarantor"); or

(B) One of the following collateral options for an amount equal to Shipper's Discounted Daily Demand Rate charges (as set forth in Schedule 1 attached hereto) payable for nine (9) months of service under the Contract:

(i) an irrevocable standby letter of credit, in a form acceptable to Transporter, and issued by a bank or financial institution deemed acceptable by Transporter; or

(ii) a cash security deposit acceptable to Transporter;
or

(C) Any other financial assurance mutually agreed upon by Transporter and Shipper.

If Shipper fails to provide required Adequate Assurance within five (5) business days of written demand from Transporter, then in addition to any and all other remedies otherwise available to Transporter at law or in equity, Transporter may immediately suspend performance under the Contract. In the event Shipper provides either one of the collateral Adequate Assurance options described above in Article V Section 2(B) above, the requirement shall remain at nine (9) months through the seventh (7th) year of the Initial Term of this Contract and then reduced to an amount pursuant to the Tariff.

3. Transporter shall have the right to review the creditworthiness of Shipper, or its Guarantor, in accordance with this Article V, on an ongoing basis and, upon Transporter's request, Shipper shall promptly provide information in order for Transporter to determine the continuing creditworthiness of Shipper or its Guarantor. In the event Transporter determines

that Shipper no longer meets the creditworthiness standard described in Article V Section 1 above, Shipper shall provide the required Adequate Assurance within five (5) business days of written demand from Transporter. The Parties agree that the failure of Shipper or its Guarantor to maintain creditworthiness or provide or maintain Adequate Assurance shall not (i) relieve Shipper of its other obligations under this Contract, (ii) relieve Guarantor of its other obligations under the guaranty, or (iii) prejudice Transporter's right to seek damages or performance under this Contract or the guaranty.

4. Shipper acknowledges that this Contract is an agreement under which Transporter will extend financial accommodations to Shipper, within the meaning of United States Bankruptcy Code Section 365(e)(2)(B). Shipper likewise acknowledges that in the event that a petition is filed, by or against Shipper, any of its affiliates, or any Guarantor of Shipper's obligations hereunder under any chapter of the United States Bankruptcy Code, or any other legal jurisdiction, if applicable, and if Transporter does not terminate this Contract as a result of such filing, Transporter may consider the bankruptcy filing in determining whether Shipper remains creditworthy, and in determining what, if any, financial assurances must be submitted by or for Shipper as a condition to Shipper's creditworthiness under this Contract.

5. The creditworthiness requirements of this Article V shall apply to any assignee pursuant to an assignment (in whole or part) of this Contract or to any permanent capacity release, in whole or part, of the Contract. Transporter may refuse to allow Shipper to assign (in whole or part) this Contract or permanently release capacity from this Contract if Transporter has a reasonable basis to conclude that it will not be financially indifferent to the assignment or release. If Shipper's request to permanently release capacity is denied by Transporter, Transporter shall notify Shipper of such denial and shall include in the notification the reasons for such denial.

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.

ARTICLE VII – TERM

1. This Contract shall be effective as of the later of (a) the date that Transporter is physically capable and legally authorized to provide the Service; and (b) November 1, 2022.

2. This Contract shall continue in force and effect until fifteen (15) years from the actual in-service date (the "Initial Term"), and Shipper shall have the right to extend the Initial Term for up to two successive 5-year terms (each an "Extended Term"), exercisable by Shipper providing written notice to

Transporter no later than thirty-six (36) months prior to the expiration of the Initial Term and/or Extended Term; provided, however, for any Extended Term(s), Shipper must contract for a quantity equal to the quantity for which it contracted during the Initial Term. Notwithstanding the foregoing, if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date. Transportation service during any Extended Term will be priced at the Project Rate set forth in the Schedule I attached hereto.

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:

Northern Utilities, Inc.
6 Liberty Lane West
Hampton, NH 03842

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 here of 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: ^{DocuSigned by:} Kay Dennison ^{DS} SLM ^{DS} DB
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ATTEST:

NORTHERN UTILITIES, INC.

By: Robert B. H.
Senior Vice President

Revision No. 0

SCHEDULE 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
1/	1/	10100	PITTSBURG (EAST HEREFORD)	10,000

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
1/	1/	51150	DRACUT, MASSACHUSETTS	10,000

Maximum Contract Demand	10,000	Dth
Effective Service Period	1/	to 1/

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

☒ Discounted Rate
☐ Negotiated Rate

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

For 1/ to 1/ , shipper agrees to pay a fixed discounted daily demand rate of \$0.8200 per Dth ("Discounted Daily Demand Rate") multiplied by the sum of the Maximum Daily Quantity during such term.

Other terms and conditions:

In addition to the Discounted Daily Demand Rate, Shipper shall pay all maximum applicable demand and commodity surcharges, including but not limited to measurement variance and unit charges, specified under Rate Schedule FT set forth in the Tariff, in addition to any charges associated with mandated compliance with new or revised regulations or legislation (i.e. environmental, modernization and safety) (collectively, the "Project Rate").

If during the term in Article VII, Transporter's maximum recourse rate under Rate Schedule FT set forth in the Tariff for a route from the Primary Receipt Point to the Primary Delivery Point is, or is expected to be, lower than the fixed \$0.8200/Dth/day then Transporter may, at its discretion, require Shipper to convert its Discounted Daily Demand Rate to a fixed negotiated daily reservation rate equal to \$0.8200/Dth/day (the "Converted Negotiated Demand Rate"), and Shipper would continue to pay all other components of the Project Rate without modification thereto. The Parties expressly agree that if a conversion to the Converted Negotiated Demand Rate occurs, it shall not make Shipper responsible for any charges or surcharges above and beyond the Project Rate which it otherwise would not be responsible for prior to such conversion. If during the term in Article VII and after Transporter requires Shipper to convert its Discounted Daily Demand Rate to the Converted Negotiated Demand Rate, the maximum Tariff recourse rate under Rate Schedule FT set forth in the Tariff for a route from Primary Receipt Point to the Primary Delivery Point is, or is expected to be, greater than the Discounted Daily Demand Rate was prior to such conversion, Transporter may, at its discretion, require Shipper to convert its Converted Negotiated Demand Rate back to Discounted Daily Demand Rate.

Shipper shall have secondary receipt point access on Transporter's system pursuant to the terms and conditions of Transporter's Tariff, at the Project Rate.

Secondary Delivery Points:

Shipper shall have secondary delivery point access on Transporter's system pursuant to the terms and conditions of Transporter's Tariff at the Project Rate.

1/ Pursuant to Article VII of the Contract.