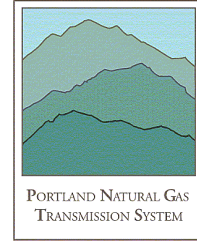


**Portland Natural Gas Transmission System**

700 Louisiana Street, Suite 1300  
Houston, TX 77002-2700  
Jonathan Scullion  
Manager, Tariffs

tel 832.320.5520  
email [jonathan\\_scullion@tcenergy.com](mailto:jonathan_scullion@tcenergy.com)  
web <https://ebb.tceconnects.com>



July 1, 2022

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

Re: Portland Natural Gas Transmission System  
Non-Conforming/Negotiated Rate Amendment  
Docket No. RP22-\_\_\_\_-000

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<sup>1</sup> Portland Natural Gas Transmission System (“PNGTS”) hereby respectfully submits for filing and acceptance revised tariff sections<sup>2</sup> to be part of its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”). Revised Section 8.1 is being submitted to report one (1) amended Rate Schedule FT (“FT”) negotiated rate service agreement containing non-conforming provisions (the “Amendment”). PNGTS respectfully requests that the Commission accept the revised tariff sections and the Amendment, included herein as Appendix A,<sup>3</sup> to become effective July 1, 2022.

**Correspondence**

The names, titles, mailing addresses, and telephone numbers of those persons to whom correspondence and

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<sup>1</sup> 18 C.F.R Part 154 (2022).  
<sup>2</sup> Specifically, PNGTS is submitting Revised Part 1 – Table of Contents; Revised Part 8.1 – Negotiated Rates, Negotiated Rates (“Section 8.1”); and Revised Part 9.1 – List of Non Conf, List of Non-Conforming Service Agreements (“Section 9.1”).  
<sup>3</sup> Electronic Tariff Filings, 124 FERC ¶ 61,270 (2008) (“Order No. 714”). Order No. 714 at P 42. Order No. 714 states that “Negotiated rate agreements...need not be divided but can be filed as entire documents.” PNGTS has elected to file the Amendment included herein as a whole document, in PDF format.

communications concerning this filing should be addressed are as follows:

Sorana Linder  
Director, Rates, Tariffs & Modernization  
Jonathan Scullion\*  
Manager, Tariffs  
Portland Natural Gas Transmission System 700  
Louisiana Street, Suite 1300  
Houston, TX 77002-2700  
Telephone: (832) 320-5520  
Email: jonathan\_scullion@tcenergy.com

Sandra L. Mazan \*  
Legal Counsel  
Portland Natural Gas Transmission System 700  
Louisiana Street, Suite 1300  
Houston, TX 77002-2700  
Telephone: (832) 320-5623  
Email: sandra\_mazan@tcenergy.com

\* Persons designated for official service pursuant to Rule 2010.

### **Statement of the Nature, Reasons and Basis for Filing**

This filing is being submitted to update PNGTS's reporting of negotiated rate transactions initiated in accordance with the Commission's September 24, 1997, order in Docket No. CP96- 248-000, et. al.<sup>4</sup> Within PNGTS's Tariff, Section 8.1 lists each negotiated rate service agreement, identifying the: a) customer; b) contract date; c) negotiated rate; d) service type; e) receipt and delivery points; and f) contract quantity.

On September 18, 2020, in Docket No. RP20-1197-000, PNGTS submitted for Commission acceptance eight (8) FT negotiated rate service agreements containing non-conforming provisions, one of which being an agreement that PNGTS had entered into with The Narragansett Electric Company d/b/a National Grid ("Contract No. 233317"). On October 14, 2020, the Commission accepted Contract No. 233317, effective November 1, 2020.<sup>5</sup> Subsequently, the Amendment was executed which resulted in a change to the identity of the customer. Accordingly, in the instant filing, PNGTS is submitting the Amendment as revised tariff record 11.14 to reflect The Narragansett Electric Company d/b/a Rhode Island Energy as the customer for the Contract No. 233317.

PNGTS advises that no undisclosed agreements, etc., are linked to the Amendment, which is included herein as part of Appendix A. Furthermore, the Amendment included herein does not otherwise affect

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<sup>4</sup> On September 24, 1997, in Docket No. RP96-248-000, et. al., the Commission approved PNGTS's proposal to implement a negotiated rate program for transportation services on its system. See Portland Natural Gas Transmission System, 80 FERC ¶ 61,345 (1997).

<sup>5</sup> *Portland Natural Gas Transmission System*, Docket No. RP20-1197-000 (October 14, 2020) (unpublished Director's Letter Order).

the previously approved non-conforming provisions<sup>6</sup> and does not contain any new provision that deviates in any material respect from PNGTS's FT Form of Service Agreement in its Tariff.<sup>7</sup> To conform with Order No. 714, PNGTS is submitting the Amendment individually and in its entirety as tariff record 11.14. Additionally, a revised Table of Contents, Section 8.1 and Section 9.1 are submitted herein as part of Appendix A to reflect the housing of the tariff record in PNGTS's Tariff.

### **Request for Waiver and Effective Date**

PNGTS respectfully requests that the Commission grant all waivers of its regulations, including Section 154.207, necessary to accept this filing, and accept the tariff record, included as Appendix A, to be effective July 1, 2022.<sup>8</sup>

### **Other Filings Which May Affect This Proceeding**

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

### **Contents of Filing**

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

1. This transmittal letter;
2. Clean version of the tariff sections and tariff record (Appendix A);
3. Marked versions of the tariff sections (Appendix B); and
4. A marked version of the Amendment (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's existing customers and interested state regulatory agencies. A copy of this letter, together with any attachments, is available during regular business hours for public inspection at PNGTS's principal place of business.

Pursuant to Section 385.2005 of the Commission's regulations, 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

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<sup>6</sup> The non-conforming provisions previously approved by the Commission in Docket No. RP20-1197-000 remain unchanged in the instant filing.

<sup>7</sup> Specifically, Section 7.1 – Service Agmts, Transporter's Firm Rate Schedules.

<sup>8</sup> See *Alternatives to Traditional Cost-of-Service Ratemaking for Natural Gas Pipelines*, 74 FERC ¶ 61,076 at 61, 241-242 (1996)(indicating that the Commission will "readily grant requests to waive the 30-day requirement").

undersigned possesses full power and authority to sign such filing.

Any questions regarding this filing may be directed to Jonathan Scullion at (832) 320-5520.

Respectfully submitted,

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

A handwritten signature in cursive script that reads "Jonathan Scullion". The signature is written in black ink and is positioned above a horizontal line.

---

Jonathan Scullion  
Manager, Tariffs

Enclosures

# Appendix A

## Clean Tariff Sections

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

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
1 Table of Contents	v.18.0.0
8.1 Negotiated Rates, Negotiated Rates	v.19.0.0
9.1 List of Non Conf, List of Non Conforming Service Agreements	v.10.0.0

<b><u>Tariff Record</u></b>	<b><u>Version</u></b>
11.4 Service Agreement No. 233317 – The Narragansett Electric Company d/b/a Rhode Island Energy	v.3.0.0

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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
Eversource Gas Company of Massachusetts	June 27, 1997	For the period March 10, 2019, through October 31, 2019, \$0.0000/Dth/day. For the period November 1, 2019, through October 31, 2040, \$0.7500/Dth/Day	FT	Pittsburg/Dracut and Pittsburg/Haverhill – TGP	23,500 Dth/day
					22,000 Dth/day
Eversource Gas Company 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
Enbridge Gas New Brunswick, Limited Partnership	November 1, 2018	\$0.70 per Dth per day.	FT	Pittsburg/ Westbrook-MN	106 Dth/day
New Brunswick Energy Marketing Corporation	November 1, 2019	\$0.7700 per Dth per day 1/	FT	Pittsburg/ Westbrook-MN	5,949 Dth/day
New England NG Supply Limited	November 1, 2019	\$0.7700 per Dth per day 1/	FT	Pittsburg/ Westbrook-MN	16,500 Dth/day

Irving Oil Terminals Operations LLC	November 1, 2019	\$0.7700 per Dth per day 1/	FT	Pittsburg/ Westbrook-MN	20,202 Dth/day
Eversource Gas Company of Massachusetts	September 23, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	14,300 Dth/day
Boston Gas Company dba National Grid	September 30, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	57,068 Dth/day
The Narragansett Electric Company, dba Rhode Island Energy	June 28, 2022	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	29,000 Dth/day
The Berkshire Gas Company	August 11, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	4,010 Dth/day
Liberty Utilities (EnergyNorth Natural Gas) Corp.	August 23, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	5,000 Dth/day
Heritage Gas Limited	September 16, 2021	For the period November 1, 2021 through October 31, 2040, \$0.6994 per Dth per day	FT	Pittsburg/ Westbrook	10,000 Dth/day
Liberty Utilities (Gas New Brunswick) LP	August 30, 2021	For the period November 1, 2021 through October 31, 2040, \$0.6994 per Dth per day	FT	Pittsburg/ Westbrook	8,000 Dth/day
Northern Utilities, Inc.	September 10, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7448 per Dth per day	FT	Pittsburg/ Newington Granite State	10,000 Dth/day

American Performance Polymers LLC	January 15, 2021	On the later of June 1, 2021, or the date PNGTS is physically capable and legally authorized to provide service, and continuing for a period of fifteen (15) years thereafter, a fixed rate of \$0.8500 per Dth per day.	FT	Westbrook-M&N/ Colebrook, NH	2,400 Dth/day
International Grand Investment Corporation	September 25, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.7700 per Dth 1/	FT	Pittsburg/ Westbrook-M&N	3,791 Dth/day
Liberty Utilities (Gas New Brunswick) LP	September 9, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.7700 per Dth 1/	FT	Pittsburg/ Westbrook-M&N	5,000 Dth/day
New Brunswick Energy Marketing Corporation	September 4, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.8200 per Dth 1/	FT	Pittsburg/ Dracut	40,400 Dth/day
NS Power Energy Marketing Incorporated	September 9, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.7700 per Dth 1/	FT	Pittsburg/ Westbrook-M&N	20,000 Dth/day

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

1/ Rate shown is intended to be a discounted rate, however, the service agreement contains a provision which permits PNGTS to convert the service agreement to a negotiated rate agreement should the maximum recourse rate under Rate Schedule FT be, or be expected to be, lower than the above rate. As the agreement contemplates the possibility of being amended to be a negotiated rate agreement, PNGTS is reflecting the rate above as a negotiated rate out of an abundance of caution.

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	225806	Heritage Gas Limited	11/1/2019
FT	233301	Eversource Gas Company of Massachusetts	12/1/2020
FT	233314	Boston Gas Company d/b/a National Grid	12/1/2020
FT	233317	The Narragansett Electric Company d/b/a Rhode Island Energy	12/1/2020
FT	233318	The Berkshire Gas Company	12/1/2020
FT	233320	Liberty Utilities (EnergyNorth Natural Gas) Corp.	12/1/2020
FT	233321	Heritage Gas Limited	11/1/2020
FT	233323	Liberty Utilities (Gas New Brunswick) LP	12/1/2020
FT	233339	Northern Utilities, Inc.	11/1/2020
FT	253560	International Grand Investment Corporation	11/1/2021
FT	240518	Liberty Utilities (Gas New Brunswick) LP	11/1/2021
FT	240519	New Brunswick Energy Marketing Corporation	11/1/2021
FT	252489	NS Power Energy Marketing Incorporated	11/1/2021

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



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

PART 11.4  
11.4 – NCAGmtswNegRates  
The Narragansett Electric Company d/b/a  
Rhode Island Energy FT Agmt(#233317)  
v.3.0.0

Firm Transportation Service  
Agreement Rate Schedule FT

The Narragansett Electric  
Company d/b/a Rhode Island  
Energy (#233317)

Agreement Effective Date: November 1, 2020  
Amendment Effective Date: July 1, 2022

GAS TRANSPORTATION CONTRACT  
FOR FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the 28th Day of June, 2022, by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and The Narragansett Electric Company d/b/a Rhode Island Energy, 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 TERMS AND CONDITIONS

1. Shipper understands and agrees that, for the Portland XPress Project (“PXP”) which consists of three phases, Phase I, Phase II and Phase III, Shipper 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 Credit Support pursuant to Article V Section 2 below, except with respect to Shipper’s MDQ associated with PXP Phase II, for which Shipper shall provide and maintain credit support pursuant to Transporter’s Tariff, and for which the provisions of Article V Sections 2 through 5 shall not apply.

2. As used herein, “Credit Support” means:

(A) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper’s payment 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 Negotiated Daily Demand Rate as defined on Schedule 1 payable for twenty-four (24) months of service under this 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.

In the event Shipper provides either one of the collateral Credit Support options described above in Section 2(B) of this Article V, the amount shall remain at twenty-four (24) months through the seventh (7<sup>th</sup>) year of the initial term of this Contract and then reduced and remain at an amount equal to three months of the Negotiated Daily Demand Rate.

3. Transporter shall have the right to review Shipper’s (or its Guarantor’s) creditworthiness, in accordance with this Article V, on an ongoing basis and Shipper shall provide, upon Transporter’s request, information in order for Transporter to determine the continuing

creditworthiness of Shipper (or its Guarantor). The parties agree that Shipper's failure to maintain creditworthiness or supply or maintain Credit Support shall not (a) relieve Shipper of its other obligations under this Contract, or (b) prejudice Transporter's right to seek damages or performance under this Contract.

4. Shipper acknowledges that this Contract is a contract 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 pursuant to 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 the replacement shipper taking permanent release of capacity provided pursuant to this Contract, in whole or part, of capacity provided pursuant to this Contract. Transporter may refuse to allow Shipper to assign (in whole or part) this Contract or permanently release capacity provided pursuant to 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 became effective as of November 1, 2020.
2. This Contract shall remain in effect through October 31, 2040 (the "Initial Term"), and Shipper shall have the right to extend the Initial Term for Phase I Quantities, Phase II Quantities, and/or Phase III Quantities, each as set forth on Schedule 1 attached hereto, for up to two successive 5-year terms (each an "Extended Term") exercisable by Shipper providing written

notice to Transporter no later than 24 months prior to the expiration of the Initial Term and/or the first Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a quantity equal to the quantity associated with the applicable PXP Project phase 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. For transportation service during any Extended Term, the reservation component of the rate will be priced (i) at the lower of the Negotiated Daily Demand Rate set forth in Schedule 1 attached hereto, or (ii) the maximum applicable system recourse rates, and all other rate components, surcharges, and additional applicable charges set forth in PNGTS' FT Rate Schedule, as may be amended from time to time, shall remain unchanged. Notwithstanding the foregoing, Transporter and Shipper may mutually agree to a different rate for service during any Extended Term.

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

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

#### ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System  
700 Louisiana St., Suite 1300  
Houston, TX 77002

Notices to Shipper hereunder shall be addressed to:

The Narragansett Electric Company d/b/a Rhode Island Energy  
280 Melrose Street  
Providence, RI 02907-2157

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

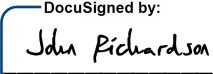

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

#### 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:    
DocuSigned by:  
CD81AEB6018146C...  
Director, Commercial East

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

By:    
DocuSigned by:  
A0EF51A630C148B...  
Director, Trans. Acct.& Contracts 

ATTEST: THE NARRAGANSETT ELECTRIC COMPANY d/b/a RHODE ISLAND ENERGY

kac  
By: 



SCHEDULE 1

Revision 4

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
11/1/2020	10/31/2040	10100	Pittsburg (East Hereford)	10,757 (Phase I Quantity) plus 14,948 (Phase II Quantity) plus 3,295 (Phase III Quantity)

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
11/1/2020	10/31/2040	51150	Dra cut	10,757 (Phase I Quantity) plus 14,948 (Phase II Quantity) plus 3,295 (Phase III Quantity)

Maximum Contract Demand	10,757 Dth (Phase I Quantity)
plus	14,948 Dth (Phase II Quantity)
plus	3,295 Dth (Phase III Quantity)
Total Maximum Contract Demand	29,000 Dth (Phase I, II and III Quantities)
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 the period of November 1, 2020 through October 31, 2021, for volumes received at the primary receipt point and delivered to the primary delivery point, the reservation charge shall be \$0.7500/Dth/day, (the "Negotiated Daily Demand Rate"). For the period of November 1, 2021 through October 31, 2040, for volumes received at the primary receipt point and delivered to the primary delivery point, the Negotiated Daily Demand Rate shall be \$0.7494/Dth/day.

For volumes received at the primary receipt point and delivered to any of the following secondary delivery points, the reservation charge shall be the Negotiated Daily Demand Rate: Westbrook M&NE, Westbrook Granite State, Eliot Granite State and Haverhill Tennessee Gas. Deliveries to any other secondary delivery point(s) will be at the Recourse Reservation Rate. Shipper shall have secondary receipt point access for delivery to any delivery point at the Recourse Reservation Rate.

In addition to the applicable reservation rate stated above, Shipper shall pay or furnish, as applicable, all maximum applicable demand and commodity surcharges, unit charges, Measurement Variance Quantities, and other fuel requirements and charges, as specified 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), which may change from time to time, and any other amounts contemplated under Article IV of this Contract.

**PNGTS Construction Cost Sharing:**

Shipper's Negotiated Daily Demand Rate for PNGTS reflected above shall be adjusted as follows:

To the extent Actual PNGTS Construction Costs (defined below) exceed Estimated PNGTS Construction Costs (defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to  $1 + [(CCO/EPCC) \times 50\%]$ . In no event shall the CCO Factor exceed 1.0667.

To the extent Actual PNGTS Construction Costs, as defined below, are less than Estimated PNGTS Construction Costs as defined below, Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to  $1 - [(CCU/EPCC) \times 50\%]$ . In no event shall the CCU Factor be less than 0.9333.

Any such adjustment to Shipper's Negotiated Daily Demand Rate for PNGTS shall be subject to a rate adjustment cap of +/- US\$0.05 per Dth (overruns/ underruns). Such adjustment shall be effective on the actual in-service date for Phase III based on the final costs estimated by PNGTS at such time, and subsequently adjusted, if necessary, as soon as administratively feasible based on the Phase III final cost report filed with the FERC, to keep the applicable parties financially whole as if the actual costs were known as of the actual in-service date of Phase III. Any subsequent adjustment shall not be later than the first anniversary date of the actual in-service date of Phase III and shall remain in effect for the balance of the Initial Term.

"Actual PNGTS Construction Costs" or "APCC" shall mean the amount filed by PNGTS with the FERC following completion of construction of the facilities associated with PXP Phase III (such

construction shall be referred to herein as “PNGTS Construction”). PNGTS shall maintain books and records reasonably necessary for Shipper to verify the APCC.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual PNGTS Construction Costs and the Estimated PNGTS Construction Costs, if Actual PNGTS Construction Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual PNGTS Construction Costs and the Estimated PNGTS Construction Costs, if Actual PNGTS Construction Costs are less than Estimated PNGTS Construction Costs.

“Estimated PNGTS Construction Costs” or “EPCC” shall mean all costs and expenses that are projected to be incurred by PNGTS to complete the PNGTS Construction as filed with the FERC in its Section 7 of the Natural Gas Act certificate application for Phase III.

Shipper shall have one-time audit right to be exercised no later than thirteen (13) months after the actual in-service date for Phase III, at Shipper’s sole cost and expense, to review PNGTS’s books and records as reasonably necessary to verify costs associated with Phase III of the PNGTS Construction for purposes of this provision.

# Appendix B

## Marked Tariff Sections

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

<b><u>Tariff Sections</u></b>	<b><u>Version</u></b>
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8.1 Negotiated Rates, Negotiated Rates	v.19.0.0
9.1 List of Non Conf, List of Non Conforming Service Agreements	v.10.0.0

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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
Eversource Gas Company of Massachusetts	June 27, 1997	For the period March 10, 2019, through October 31, 2019, \$0.0000/Dth/day. For the period November 1, 2019, through October 31, 2040, \$0.7500/Dth/Day	FT	Pittsburg/Dracut and Pittsburg/Haverhill – TGP	23,500 Dth/day
					22,000 Dth/day
Eversource Gas Company 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
Enbridge Gas New Brunswick, Limited Partnership	November 1, 2018	\$0.70 per Dth per day.	FT	Pittsburg/ Westbrook-MN	106 Dth/day
New Brunswick Energy Marketing Corporation	November 1, 2019	\$0.7700 per Dth per day 1/	FT	Pittsburg/ Westbrook-MN	5,949 Dth/day
New England NG Supply Limited	November 1, 2019	\$0.7700 per Dth per day 1/	FT	Pittsburg/ Westbrook-MN	16,500 Dth/day

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

PART 8.1  
 Part 8.1 Negotiated Rates  
 Negotiated Rates  
 v.19.0.0 Superseding v.18.0.0

Irving Oil Terminals Operations LLC	November 1, 2019	\$0.7700 per Dth per day 1/	FT	Pittsburg/ Westbrook-MN	20,202 Dth/day
Eversource Gas Company of Massachusetts	September 23, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	14,300 Dth/day
Boston Gas Company dba National Grid	September 30, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	57,068 Dth/day
The Narragansett Electric Company, dba <del>National Grid</del> Rhode Island Energy	<del>September 30, 2021</del> <u>June 28, 2022</u>	Pittsburg/ 29,000 Dth/day through October 31, 2040, \$0.7494 per Dth per day	For the period November 1, 2021	Dracut	FT
The Berkshire Gas Company	August 11, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	4,010 Dth/day
Liberty Utilities (EnergyNorth Natural Gas) Corp.	August 23, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7494 per Dth per day	FT	Pittsburg/ Dracut	5,000 Dth/day
Heritage Gas Limited	September 16, 2021	For the period November 1, 2021 through October 31, 2040, \$0.6994 per Dth per day	FT	Pittsburg/ Westbrook	10,000 Dth/day
Liberty Utilities (Gas New Brunswick) LP	August 30, 2021	For the period November 1, 2021 through October 31, 2040, \$0.6994 per Dth per day	FT	Pittsburg/ Westbrook	8,000 Dth/day
Northern Utilities, Inc.	September 10, 2021	For the period November 1, 2021 through October 31, 2040, \$0.7448	FT	Pittsburg/ Newington Granite State	10,000 Dth/day

Issued: July 1, 2022  
 Effective: July 1, 2022

Docket No.  
 Accepted:

per Dth per day

American Performance Polymers LLC	January 15, 2021	On the later of June 1, 2021, or the date PNGTS is physically capable and legally authorized to provide service, and continuing for a period of fifteen (15) years thereafter, a fixed rate of \$0.8500 per Dth per day.	FT	Westbrook-M&N/ Colebrook, NH	2,400 Dth/day
International Grand Investment Corporation	September 25, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.7700 per Dth 1/	FT	Pittsburg/ Westbrook-M&N	3,791 Dth/day
Liberty Utilities (Gas New Brunswick) LP	September 9, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.7700 per Dth 1/	FT	Pittsburg/ Westbrook-M&N	5,000 Dth/day
New Brunswick Energy Marketing Corporation	September 4, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.8200 per Dth 1/	FT	Pittsburg/ Dracut	40,400 Dth/day
NS Power Energy Marketing Incorporated	September 9, 2020	On the later of in-service date of Phase II of the WXP Project (Docket No. CP20-16-000) or date TransCanada Pipelines Limited is able to provide increased capacity to the Primary receipt point, a fixed rate of \$0.7700 per Dth 1/	FT	Pittsburg/ Westbrook-M&N	20,000 Dth/day

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

1/ Rate shown is intended to be a discounted rate, however, the service agreement contains a provision which permits PNGTS to convert the service agreement to a negotiated rate agreement should the maximum recourse rate under Rate Schedule FT be, or be expected to be, lower than the above rate. As the agreement contemplates the possibility of being amended to be a negotiated rate agreement, PNGTS is reflecting the rate above as a negotiated rate out of an abundance of caution.

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

Rate Schedule	Contract No.	Shipper Name	Effective Date
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	225806	Heritage Gas Limited	11/1/2019
FT	233301	Eversource Gas Company of Massachusetts	12/1/2020
FT	233314	Boston Gas Company d/b/a National Grid	12/1/2020
FT	233317	The Narragansett Electric Company	12/1/2020
		d/b/a <del>National Grid</del> <a href="#">Rhode Island Energy</a>	
FT	233318	The Berkshire Gas Company	12/1/2020
FT	233320	Liberty Utilities (EnergyNorth Natural Gas) Corp.	12/1/2020
FT	233321	Heritage Gas Limited	11/1/2020
FT	233323	Liberty Utilities (Gas New Brunswick) LP	12/1/2020
FT	233339	Northern Utilities, Inc.	11/1/2020
FT	253560	International Grand Investment Corporation	11/1/2021
FT	240518	Liberty Utilities (Gas New Brunswick) LP	11/1/2021
FT	240519	New Brunswick Energy Marketing Corporation	11/1/2021
FT	252489	NS Power Energy Marketing Incorporated	11/1/2021

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

# Appendix C

## Marked Tariff Records

- 1) The Narragansett Electric Company d/b/a Rhode Island Energy  
Rate Schedule FT Service Agreement (#233317)



GAS TRANSPORTATION CONTRACT  
FOR FIRM TRANSPORTATION SERVICE

This Gas Transportation Contract ("Contract") is made as of the \_\_\_\_\_ Day of \_\_\_\_\_, ~~2021~~2022, by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and The Narragansett Electric Company d/b/a ~~National Grid~~Rhode Island Energy, 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 TERMS AND CONDITIONS

1. Shipper understands and agrees that, for the Portland XPress Project (“PXP”) which consists of three phases, Phase I, Phase II and Phase III, Shipper 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 Credit Support pursuant to Article V Section 2 below, except with respect to Shipper’s MDQ associated with PXP Phase II, for which Shipper shall provide and maintain credit support pursuant to Transporter’s Tariff, and for which the provisions of Article V Sections 2 through 5 shall not apply.

2. As used herein, “Credit Support” means:

(A) A guaranty, in a form acceptable to Transporter, in its sole discretion, of Shipper’s payment 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 Negotiated Daily Demand Rate as defined on Schedule 1 payable for twenty-four (24) months of service under this 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.

In the event Shipper provides either one of the collateral Credit Support options described above in Section 2(B) of this Article V, the amount shall remain at twenty-four (24) months through the seventh (7<sup>th</sup>) year of the initial term of this Contract and then reduced and remain at an amount equal to three months of the Negotiated Daily Demand Rate.

3. Transporter shall have the right to review Shipper’s (or its Guarantor’s) creditworthiness, in accordance with this Article V, on an ongoing basis and Shipper shall provide, upon Transporter’s request, information in order for Transporter to determine the continuing

creditworthiness of Shipper (or its Guarantor). The parties agree that Shipper's failure to maintain creditworthiness or supply or maintain Credit Support shall not (a) relieve Shipper of its other obligations under this Contract, or (b) prejudice Transporter's right to seek damages or performance under this Contract.

4. Shipper acknowledges that this Contract is a contract 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 pursuant to 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 the replacement shipper taking permanent release of capacity provided pursuant to this Contract, in whole or part, of capacity provided pursuant to this Contract. Transporter may refuse to allow Shipper to assign (in whole or part) this Contract or permanently release capacity provided pursuant to 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 became effective as of November 1, 2020.
2. This Contract shall remain in effect through October 31, 2040 (the "Initial Term"), and Shipper shall have the right to extend the Initial Term for Phase I Quantities, Phase II Quantities, and/or Phase III Quantities, each as set forth on Schedule 1 attached hereto, for up to two successive 5-year terms (each an "Extended Term") exercisable by Shipper providing written

notice to Transporter no later than 24 months prior to the expiration of the Initial Term and/or the first Extended Term, as applicable; provided, however, for any Extended Term(s), Shipper must contract for a quantity equal to the quantity associated with the applicable PXP Project phase 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. For transportation service during any Extended Term, the reservation component of the rate will be priced (i) at the lower of the Negotiated Daily Demand Rate set forth in Schedule 1 attached hereto, or (ii) the maximum applicable system recourse rates, and all other rate components, surcharges, and additional applicable charges set forth in PNGTS' FT Rate Schedule, as may be amended from time to time, shall remain unchanged. Notwithstanding the foregoing, Transporter and Shipper may mutually agree to a different rate for service during any Extended Term.

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

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

#### ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System  
700 Louisiana St., Suite 1300  
Houston, TX 77002

Notices to Shipper hereunder shall be addressed to:

The Narragansett Electric Company d/b/a ~~National Grid~~ Rhode Island Energy  
~~100 East Country Road~~ 280 Melrose Street  
~~Hicksville, NY 11801~~ Providence, RI 02907-2157

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

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

ATTEST: THE NARRAGANSETT ELECTRIC COMPANY d/b/a  
~~NATIONAL GRID~~ RHODE ISLAND ENERGY

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

SCHEDULE 1

Revision ~~3~~4

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
11/1/2020	10/31/2040	10100	Pittsburg (East Hereford)	10,757 (Phase I Quantity) plus 14,948 (Phase II Quantity) plus 3,295 (Phase III Quantity)

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	Maximum Daily Quantity (Dth/day)
11/1/2020	10/31/2040	51150	Dracut	10,757 (Phase I Quantity) plus 14,948 (Phase II Quantity) plus 3,295 (Phase III Quantity)

Maximum Contract Demand	10,757 Dth (Phase I Quantity)
plus	14,948 Dth (Phase II Quantity)
plus	3,295 Dth (Phase III Quantity)
Total Maximum Contract Demand	29,000 Dth (Phase I, II and III Quantities)
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 the period of November 1, 2020 through October 31, 2021, for volumes received at the primary receipt point and delivered to the primary delivery point, the reservation charge shall be \$0.7500/Dth/day, (the "Negotiated Daily Demand Rate"). For the period of November 1, 2021 through October 31, 2040, for volumes received at the primary receipt point and delivered to the primary delivery point, the Negotiated Daily Demand Rate shall be \$0.7494/Dth/day.

For volumes received at the primary receipt point and delivered to any of the following secondary delivery points, the reservation charge shall be the Negotiated Daily Demand Rate: Westbrook M&NE, Westbrook Granite State, Eliot Granite State and Haverhill Tennessee Gas. Deliveries to any other secondary delivery point(s) will be at the Recourse Reservation Rate. Shipper shall have secondary receipt point access for delivery to any delivery point at the Recourse Reservation Rate.

In addition to the applicable reservation rate stated above, Shipper shall pay or furnish, as applicable, all maximum applicable demand and commodity surcharges, unit charges, Measurement Variance Quantities, and other fuel requirements and charges, as specified 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), which may change from time to time, and any other amounts contemplated under Article IV of this Contract.

**PNGTS Construction Cost Sharing:**

Shipper's Negotiated Daily Demand Rate for PNGTS reflected above shall be adjusted as follows:

To the extent Actual PNGTS Construction Costs (defined below) exceed Estimated PNGTS Construction Costs (defined below), Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Overrun Factor ("CCO Factor"). The CCO Factor shall be equal to  $1 + [(CCO/EPCC) \times 50\%]$ . In no event shall the CCO Factor exceed 1.0667.

To the extent Actual PNGTS Construction Costs, as defined below, are less than Estimated PNGTS Construction Costs as defined below, Shipper's Negotiated Daily Demand Rate shall be multiplied by the Capital Cost Underrun Factor ("CCU Factor"). The CCU Factor shall be equal to  $1 - [(CCU/EPCC) \times 50\%]$ . In no event shall the CCU Factor be less than 0.9333.

Any such adjustment to Shipper's Negotiated Daily Demand Rate for PNGTS shall be subject to a rate adjustment cap of +/- US\$0.05 per Dth (overruns/ underruns). Such adjustment shall be effective on the actual in-service date for Phase III based on the final costs estimated by PNGTS at such time, and subsequently adjusted, if necessary, as soon as administratively feasible based on the Phase III final cost report filed with the FERC, to keep the applicable parties financially whole as if the actual costs were known as of the actual in-service date of Phase III. Any subsequent adjustment shall not be later than the first anniversary date of the actual in-service date of Phase III and shall remain in effect for the balance of the Initial Term.

"Actual PNGTS Construction Costs" or "APCC" shall mean the amount filed by PNGTS with the FERC following completion of construction of the facilities associated with PXP Phase III (such

construction shall be referred to herein as “PNGTS Construction”). PNGTS shall maintain books and records reasonably necessary for Shipper to verify the APCC.

“Capital Cost Overrun” or “CCO” shall be an amount in U.S. dollars equal to the difference between the Actual PNGTS Construction Costs and the Estimated PNGTS Construction Costs, if Actual PNGTS Construction Costs exceed Estimated Project Costs.

“Capital Cost Underrun” or “CCU” shall be an amount in U.S. dollars equal to the difference between the Actual PNGTS Construction Costs and the Estimated PNGTS Construction Costs, if Actual PNGTS Construction Costs are less than Estimated PNGTS Construction Costs.

“Estimated PNGTS Construction Costs” or “EPCC” shall mean all costs and expenses that are projected to be incurred by PNGTS to complete the PNGTS Construction as filed with the FERC in its Section 7 of the Natural Gas Act certificate application for Phase III.

Shipper shall have one-time audit right to be exercised no later than thirteen (13) months after the actual in-service date for Phase III, at Shipper’s sole cost and expense, to review PNGTS’s books and records as reasonably necessary to verify costs associated with Phase III of the PNGTS Construction for purposes of this provision.