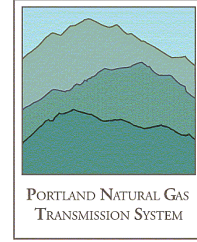


Portland Natural Gas Transmission System

One Lafayette Place
Greenwich, CT
06830



August 15, 2024

Ms. Debbie-Anne Reese, Acting Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

**Re: Portland Natural Gas Transmission System
Tariff Administrative Changes
Docket No. RP24-__-000**

Dear Secretary Reese:

Pursuant to Section 154.7 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),¹ Portland Natural Gas Transmission System (“PNGTS”) hereby submits for filing in its FERC Gas Tariff, Third Revised Volume No. 1 (“Tariff”) the following revised tariff sections (“Proposed Tariff Sections”) with a proposed effective date of September 15, 2024.

<u>Section Name</u>	<u>Section Version</u>
Title Page	4.0.0
Part 6.3 GT&C – Requests for Service / Creditworthiness	7.0.0
Part 6.23 GT&C – Marketing Affiliate Rule	2.0.0
Part 7.1 Pro Forma – FT Agreement	8.0.0
Part 7.2 Pro Forma – IT Agreement	6.0.0
Part 7.5 Pro Forma – PAL Agreement	6.0.0
Part 7.5.1 Pro Forma - PAL	1.0.0
Part 7.7 Pro Forma – FT-FLEX Agreement	7.0.0
Part 7.8 Pro Forma – HRS Agreement	7.0.0
Part 7.9 Pro Forma – STFT Agreement	6.0.0

Statement of Nature, Reason, and Basis for Filing

PNGTS is submitting the Proposed Tariff Sections to reflect its acquisition by BlackRock, through a fund managed by its Diversified Infrastructure business, and investment funds managed by Morgan Stanley Infrastructure Partners effective on August 15, 2024.

The revisions in the Proposed Tariff Sections are references only to PNGTS contact information, as

¹ 18 CFR § 154.7.

noted below. There are no substantive changes to PNGTS' currently effective Tariff.

Tariff Record	Description of Revisions
Title Page	Contact information
Part 6.3 GT&C - Requests for Service / Creditworthiness	Contact information
Part 6.23 GT&C – Marketing Affiliate Rule	Contact information
Part 7.1 Pro Forma – FT Agreement	Contact information
Part 7.2 Pro Forma – IT Agreement	Contact information
Part 7.5 Pro Forma – PAL Agreement	Contact information
Part 7.5.1 Pro Forma - PAL	Contact information
Part 7.7 Pro Forma – FT-FLEX Agreement	Contact information
Part 7.8 Pro Forma – HRS Agreement	Contact information
Part 7.9 Pro Forma – STFT Agreement	Contact information

Waivers

PNGTS respectfully requests that the Commission grant any waivers which may be deemed necessary to accept this filing. As required by Section 154.7(a)(9)² of the Commission's regulations, PNGTS hereby moves to place the proposed tariff records into effect upon acceptance by the Commission in this proceeding. PNGTS also requests that the Commission grant any waivers of the Commission's regulations, which may be necessary to place the tariff records into effect on September 15, 2024.

Materials Submitted with Filing

In accordance with the applicable provisions of the Commission's regulations, PNGTS submits the following materials:

1. This transmittal letter;
2. Attachment A - a PDF file of the clean Proposed Tariff Sections for posting in the Commission's eLibrary;
3. Attachment B - a PDF file of the marked Proposed Tariff Sections for posting in the Commission's eLibrary; and
4. An eTariff XML filing package containing the Proposed Tariff Sections in electronic format.

Procedural Matters

PNGTS respectfully requests that all Commission orders and correspondence, as well as pleadings and correspondence from other persons concerning this filing, be served upon the following:

Bill Yardley
President and C.E.O.
Portland Natural Gas Transmission
One Lafayette Place
Greenwich, CT 06830
617.571.2705
bill.yardley@pngts.com

David Haag
Brown, Williams, Moorhead & Quinn, Inc.
P.O. Box 10
Sunderland, MD 20689
202.280.2319
haag@bwmq.com

² 18 CFR § 154.7(a)(9).

A copy of this filing is being served on PNGTS' customers and all interested state commissions. A copy of this filing is also available for inspection during regular business hours at PNGTS' office in Greenwich, CT.

Certification

The signature on this filing constitutes a certification that (1) I have read the filing; (2) the statements contained herein are true and correct to the best of my information and belief; and (3) I possess full power and authority to sign this filing.

Respectfully submitted,

/s/ Bill Yardley
Bill Yardley, President & C.E.O.
Portland Natural Gas Transmission System

Appendix A

Clean Tariff Section

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

Tariff Section		Version
	Title Page	4.0.0
6.3	GT&C, Requests for Service/Creditworthiness	7.0.0
6.23	GT&C, Marketing Affiliate Rule	2.0.0
7.1	Pro Forma - FT, Firm Transportation Service	8.0.0
7.2	Pro Forma - IT, Interruptible Transportation Service	6.0.0
7.5	Pro Forma - PAL, Park and Loan Service Contract	6.0.0
7.5.1	Pro Forma PAL, Park and Loan Service Transaction Confirmation	1.0.0
7.7	Pro Forma FTFLEX, FT-Flex Limited Firm Transportation Service	7.0.0
7.8	Pro Forma - HRS, Hourly Reserve Service	7.0.0
7.9	Pro Forma - STFT, Short Term Firm Transportation Service	6.0.0

FERC GAS TARIFF

Third Revised Volume No. 1
(Supersedes Second Revised Volume No. 1)

PORTLAND NATURAL GAS TRANSMISSION SYSTEM

Filed With The
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff

Should Be Addressed To:

Bill Yardley
President and C.E.O.
Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830
Phone: (617) 571-2705
Email: bill.yardley@pngts.com

6.3. REQUESTS FOR SERVICE/CREDITWORTHINESS

6.3.1 Qualifications for Service. All Shippers requesting service must:

- (a) provide the information required by this Section 6.3;
- (b) complete a request for service described herein, on a form that appears hereafter in this Tariff beginning at Section 7.6, or on such form that is provided by Transporter;
- (c) satisfy creditworthiness pursuant to Section 6.3.4; and
- (d) satisfy the availability provisions of the applicable Rate Schedule.

6.3.2 Submission of Requests for Service. Requests for service should be submitted electronically, or directed to the following address:

Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

6.3.3 Information to be Included in Request for Service.

Any request for service shall include the following:

(a) Type of Service. A statement that Shipper is requesting service under one of Transporter's Rate Schedules, as those services are defined in those Rate Schedules.

(b) Gas Quantities. For firm transportation service, the Maximum Daily Quantity at each Receipt and Delivery Point for which Shipper requests service, stated in DTH, and the estimated total quantities of Gas for which Shipper is requesting transportation during the term of service. The Maximum Daily Quantities at each Receipt and Delivery Point must exceed 200 DTH/Day.

(c) Receipt/Delivery Point(s). For firm transportation service, the Receipt Point(s) and Delivery Point(s) for the requested service together with the name of the entity which will deliver the Gas to Transporter and the name of the entity to receive the Gas from Transporter.

(d) Term. The proposed commencement and termination dates of service.

(e) Shipper Certification. By submitting a request for service, Shipper certifies:

(1) that Shipper has title or will enter into all contractual agreements necessary to acquire title to the Gas for which transportation is requested; and

(2) that Shipper has or will enter into all contractual agreements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

(f) Facilities. Identification and location of any facilities to be constructed or installed by any party which are necessary for receipt of Gas by Transporter or for delivery to and/or utilization of Gas by the Shipper or direct or indirect customers of the Shipper.

(g) Rate. The maximum effective rate, the discounted rate, or the negotiated rate Shipper is willing to pay under the applicable Rate Schedule. Transporter shall not be obligated to accept any bid or execute a Gas Transportation Contract at a rate less than the maximum rate allowable under such Rate Schedule(s) or effective tariff section.

(h) Agents. Shipper shall identify all parties whom Shipper intends to act as its agent, and shall provide Transporter with sufficient information, as requested, to verify that such agent is authorized, willing and able to act in that capacity. Changes in agent designation shall be submitted by Shipper to Transporter in a fashion similar to original requests for service.

6.3.4 Creditworthiness.

6.3.4.1 Creditworthiness Evaluation.

(1) Transporter shall not be required to commence or continue service under this Tariff, on behalf of any Shipper who fails to establish or maintain creditworthiness.

(2) Determining Creditworthiness.

Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine Shipper's financial ability to perform payment obligations due to Transporter over the term of the requested or existing agreement. If Shipper has multiple agreements with Transporter, then the total of potential fees and charges of all such agreements shall be considered in determining creditworthiness. A credit evaluation shall be performed in accordance with the following:

(a) Creditworthiness Standard – Shipper will establish creditworthiness if (i) its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's") and (ii) the contractual obligation derived from the sum of reservation charges for the contract term, on a Net Present Value basis, plus applicable commodity charges and any other associated fees and charges, plus the value of any loaned or imbalance gas, is no greater than 10% of Shipper's Tangible Net Worth. Transporter will set credit limits at 10% of a Shipper's Tangible Net Worth (defined as total assets, less total liabilities, less

intangible assets, less noncontrolling interest, less off-balance sheet obligations). In the event a split rating occurs between rating agencies, Transporter will rely upon the lower of the ratings. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 6.3.4.1(2)(b)(i)–(vii) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

- (b) If Shipper does not meet the creditworthiness standard described in part (a) above, Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service(s) with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following requested information in (i) through (vii) below:
- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
 - (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
 - (iii) Whether Shipper is operating under any chapter of the bankruptcy code and is subject to liquidation or debt reduction procedures under state laws and whether there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the Federal Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment.
 - (iv) Whether Shipper is subject to any lawsuits or outstanding judgments which could materially impact its ability to remain solvent.
 - (v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

- (vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether Shipper is paying and has paid its account balances according to the terms established in its agreement(s) (excluding amounts as to which there is a good faith dispute).
- (vii) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).

6.3.4.2 Failure to Establish or Maintain Creditworthiness.

- (1) If Shipper fails to establish or maintain creditworthiness as described in Section 6.3.4.1(2), Shipper has the option of receiving or continuing service under this Tariff by providing and maintaining one of the following financial assurances in accordance with the requirements as set forth in Section 6.3.4.2(3) below:
 - (i) **Guarantee:** Shipper may provide a guarantee of financial performance in a form satisfactory and acceptable to Transporter and for the term of the agreement from a person or entity which meets the creditworthiness standards discussed in Section 6.3.4.1(2) (guarantor). For these Shippers, the credit limit will be based upon the financial information of the guarantor.
 - (ii) **Cash Security Deposit:** Shipper may provide a cash security deposit for service. Transporter will accrue simple interest on cash security deposits at the applicable monthly "Federal Funds (effective)" rate published in the Federal Reserve Statistical Report H.15. Interest will be paid by Transporter on an annual basis each September 1 or at the time Shipper's deposit is returned.
 - (iii) **Letter of Credit:** Shipper may post an irrevocable standby letter of credit (LC) in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter.
 - (iv) Any other financial assurance mutually agreed upon by Transporter and Shipper. Such other financial assurance shall be accepted on a nondiscriminatory basis and may include, as related to interruptible service, a prepayment equal to an amount defined by Shipper. Such defined balance prepayment will remain in place until Shipper exhausts its prepaid balance by utilizing interruptible transportation service. At the point Shipper's prepayment is exhausted, Transporter may suspend further activity for interruptible service collateralized

by a prepayment. Shipper will not earn interest on defined balance prepayments.

- (2) Transporter may deny subsequent requests to substitute financial assurances on a not unduly discriminatory basis and will provide Shipper with a written explanation of any denial of a request to substitute financial assurances.

Within five (5) business days of Transporter's notification to Shipper that Shipper has returned to creditworthiness in accordance with Section 6.3.4.1(2) herein, Transporter will return Shipper's financial assurance held by Transporter along with any applicable interest and interest calculation reconciliations.

Upon expiration of Shipper's obligations under its agreement(s), Transporter will return Shipper's financial assurance associated with undisputed invoice amounts within five (5) business days of Shipper paying its final invoice. Any remaining financial assurance will be returned after resolving any and all disputed invoice amounts under the expired agreement(s). In either case, Transporter will pay applicable interest and provide Shipper final billing reconciliations detailing interest calculations.

- (3) Financial Assurance Requirement Table

Service	Column A: Guarantee Requirement	Column B: Cash Security Deposit or Letter of Credit Amount
---------	---------------------------------	--

Firm Service	Shipper's contractual obligation under its firm service agreements with Transporter.	Up to the value of 3 months reservation charges
Interruptible Service	Shipper's highest interruptible service accounts receivable over previous rolling twelve (12) months x three (3). Initial requirement based upon Shipper's anticipated usage for a three (3) month period as determined by Shipper and Transporter.	Same as under Column A
Park and Loan Service	Shipper's highest park and loan service accounts receivable over previous rolling twelve (12) months x three (3) plus value of loaned gas in accordance with Section 6.3.4.3. Initial requirement based upon Shipper's anticipated usage for a three (3) month period as determined by Shipper and Transporter plus value of loaned gas in accordance with Section 6.3.4.3.	Same as under Column A
Imbalance Gas	In accordance with Section 6.3.4.3	Same as under Column A

6.3.4.3 Credit Requirement for Loaned/Imbalance Gas Owed To Transporter.

For lending services under Transporter's Rate Schedule PAL, the credit requirement shall include an amount to adequately account for the value of loaned gas. Such amount will be up to Shipper's Maximum Loaned Quantity multiplied by the most recent monthly midpoint average "Tennessee, zone 6 del" price as reported in Platts Gas Daily Price Guide or any successor publication thereto. Transporter shall have no obligation to lend any quantity of gas beyond amounts for which Transporter holds security.

For imbalance gas owed to Transporter pursuant to an Operational Balancing Agreement, the credit requirement shall be an amount no greater than the maximum accumulated operational imbalance allowable under such agreement multiplied by the most recent monthly midpoint average "Tennessee, zone 6 del" price as reported in Platts Gas Daily Price Guide or any successor publication thereto.

6.3.4.4 Collateral Requirements for Expansion Capacity.

Collateral requirements for expansion capacity will be separately identified within the nondiscriminatory project requirements included as part of any open season for expansion capacity. The amount of collateral (for example, Cash Security Deposit or Letter of Credit) initially required for expansion capacity on lateral facilities will be determined by Transporter and may be up to the cost of the facilities to be constructed ("Maximum Allowable Collateral Requirement or MACR"). Where new lateral facilities serve multiple Shippers, an individual Shipper's maximum collateral obligation will be for no more than its proportionate share of the MACR ("Shipper's Maximum Collateral Obligation or SMCO"). Subsequent to expansion capacity on lateral facilities being placed into service, the SMCO

shall be reduced in proportion to contract term or as mutually agreed. Shipper's actual collateral requirement, as identified within the open season project requirements, may be equal to or less than the SMCO ("Shipper's Actual Collateral Obligation or SACO"). Unless otherwise provided for, when the SMCO equals the SACO held by Transporter, Transporter shall thereafter return Shipper's collateral on either a monthly basis or as mutually agreed with Shipper consistent with the reduction in SMCO. Transporter is only permitted to recover the cost of expansion capacity on lateral facilities once through either transportation rates or, in the event of Shipper default, by means of the collateral provided through this provision.

6.3.4.5 Notification of Failure to Meet Creditworthiness.

Transporter shall have the right, on an ongoing basis, to review Shipper's creditworthiness and acceptability of any financial assurance, and upon Transporter's request, Shipper shall provide within three (3) Business Days, or such later date acceptable to Transporter, information in order to facilitate such review. If Shipper is found by Transporter to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons. Upon notification by Transporter of Shipper's non-creditworthiness status, Shipper must, within five (5) Business Days, pay for one month of service in advance to continue service. Shipper must, within thirty (30) days, provide an acceptable financial assurance as set forth in Section 6.3.4.2. For Shippers utilizing expansion capacity on lateral facilities, the financial assurance that must be provided within thirty (30) days shall be in accordance with Section 6.3.4.4. If Shipper fails to provide one of the financial assurances within these time periods, Transporter may suspend service immediately (Shippers are not responsible for reservation charges after service is suspended) and may provide simultaneous written notice to Shipper, the Commission, and any replacement Shipper(s) that service will be terminated in thirty (30) days. Transporter also may exercise any other remedy available to it hereunder, at law or in equity.

6.3.5 Reserved for Future Use.

6.3.6 Reserved for Future Use.

6.3.7 Reserved for Future Use.

6.3.8 Validation of Service Request.

Each request for firm service shall be evaluated by Transporter to determine Shipper's creditworthiness, whether there is adequate System Capacity to fulfill the request, and whether the request is compatible with the System's operating conditions. Transporter may require any additional information necessary to process the request for service, consistent with all applicable rules, regulations, or orders of the FERC or other regulatory authority having jurisdiction. After validation of the information submitted by Shipper in support of a request for service, Transporter shall notify Shipper in writing.

6.3.9 Pre-qualification for Creditworthiness.

Any prospective bidder for capacity on the System is encouraged to demonstrate creditworthiness prior to submitting a bid for capacity. Upon request from a prospective bidder, Transporter will evaluate the prospective bidder's creditworthiness in accordance with the provisions of Section 6.3.4 and advise the prospective bidder of its determination. The provisions of Section 6.3.4 shall continue to remain applicable to pre-qualified prospective bidders.

6.23. MARKETING AFFILIATE RULE

6.23.1 This Section describes Transporter's compliance with the requirements of 18 C.F.R. Section 250.16.

6.23.2 Shared Operating Personnel and Facilities. Transporter and its marketing affiliates have no shared operating personnel or facilities. Any changes to the terms of this Section will be filed with FERC on a quarterly basis.

6.23.3 Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives. A formal complaint concerning any services offered by Transporter must specifically state that it is a complaint under 18 C.F.R. Section 250.16 and should be directed, preferably in writing, to Transporter's Chief Compliance Officer (CCO). The CCO's appropriate contact information is available via Transporter's Interactive Internet Website. Transporter will respond initially to the complaint within forty-eight (48) hours, and Transporter will respond in writing within thirty (30) Days.

6.23.4 Any person desiring information on the availability, pricing or other terms of Transporter's service should contact the Transportation and Marketing Department at Portland Natural Gas Transmission System, One Lafayette Place, Greenwich, CT 06830.

GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

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

ARTICLE III - ALLOCATION OF OFF-PEAK CAPACITY

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

ARTICLE IV - RATE

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

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

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

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

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

ARTICLE V - RESERVED FOR FUTURE USE

ARTICLE VI - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

(if applicable)

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

ARTICLE VII - TERM

1. The Commencement Date of this Contract is [Insert Commencement Date]. [if applicable: This Contract is amended as provided herein as of _____ ("Amendment Effective Date").]

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

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

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

ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE IX - TRANSFER AND ASSIGNMENT OF CONTRACT

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

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

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

ARTICLE X - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE XI - LAW OF CONTRACT

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

ARTICLE XII - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XIII – SUPERSEDED CONTRACT(S)]

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

ARTICLE II - INTERRUPTIBLE TRANSPORTATION CAPACITY

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

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

ARTICLE III - RATE

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

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

ARTICLE V - TERM

1. The Commencement Date of this Contract is [Insert Commencement Date]. [if applicable: This Contract is amended as provided herein as of _____ (“Amendment Effective Date”).]

2. This Contract shall continue in force and effect until [expiration date], and Year to Year thereafter, unless terminated by either party upon thirty (30) Days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the

performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XI – SUPERSEDED CONTRACT(S)]

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PARK AND LOAN SERVICE CONTRACT

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

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

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

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

ARTICLE II - PARK AND LOAN CAPACITY

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

ARTICLE III- MAXIMUM QUANTITY

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

ARTICLE IV - RATE

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

ARTICLE V - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

ARTICLE VI - TERM

1. The Commencement Date shall be [month] [day], [year]; provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date. [if applicable: This Contract is amended as provided herein as of _____ (“Amendment Effective Date”).]

2. This Contract shall continue in force and effect until [month] [day], [year] and Year to Year thereafter unless terminated by either party upon thirty (30) days prior written notice to the other, as set forth in Rate Schedule PAL, or otherwise terminated by Transporter, pursuant to Rate Schedule PAL.

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

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

ARTICLE VII - NOTICES

Notices to Transporter shall be addressed to:
Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VIII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

ARTICLE IX - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE X - LAW OF CONTRACT

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

ARTICLE XI - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XII – SUPERSEDED CONTRACT(S)

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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

TRANSPORTER: Portland Natural Gas Transmission System

TRANSPORTER'S ADDRESS: One Lafayette Place, Greenwich, CT 06830,
Attention:
Customer Services

SHIPPER:

SHIPPER'S ADDRESS:

TERM COMMENCEMENT DATE:

_____ TERM

ENDING DATE:

TYPE OF TRANSACTION (check applicable blank):

PARK ___; LOAN ___ SCHEDULE FOR SERVICE:

Maximum Parked/Loaned Quantity (Dth):

Minimum Parked/Loaned Quantity (Dth):

Daily Quantity	Daily
Quantity	
<u>Delivered to Transporter</u>	<u>Received</u>

Begin Minimum <u>Date</u> <u>(Dth)</u>	End <u>Date</u>	Point of <u>Service</u>	<u>from Transporter</u>		Maximum <u>(Dth)</u>
			Maximum <u>(Dth)</u>	Minimum <u>(Dth)</u>	

RATES:

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

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

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

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

[SHIPPER]
 By _____
 Title _____
 Date _____

PORTLAND NATURAL GAS
 TRANSMISSION SYSTEM
 By _____
 Title _____
 Date _____

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

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

ARTICLE III - RATE

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

(if applicable)

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

ARTICLE V - TERM

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

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

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

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

ARTICLE XI - DEFAULT AND REMEDIES

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

ARTICLE XII - MISCELLANEOUS

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

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

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR HOURLY RESERVE SERVICE

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

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

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

ARTICLE III - RATE

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

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

(if applicable)

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

ARTICLE V - TERM

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[Address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

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

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

ARTICLE XI - MISCELLANEOUS

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

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

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR SHORT TERM FIRM TRANSPORTATION SERVICE

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

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

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

ARTICLE III - RATE

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

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

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

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

ARTICLE V - TERM

1. The Commencement Date of this Contract is [Insert Commencement Date]. [if applicable: This Contract is amended as provided herein as of _____ (“Amendment Effective Date”).]

2. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.

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

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

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
One Lafayette Place
Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XI – SUPERSEDED CONTRACT(S)]

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

ATTEST: PORTLAND NATURAL GAS TRANSMISSION SYSTEM

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

Appendix B

Marked Tariff Section

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

Tariff Section		Version
	Title Page	4.0.0
6.3	GT&C, Requests for Service/Creditworthiness	7.0.0
6.23	GT&C, Marketing Affiliate Rule	2.0.0
7.1	Pro Forma - FT, Firm Transportation Service	8.0.0
7.2	Pro Forma - IT, Interruptible Transportation Service	6.0.0
7.5	Pro Forma - PAL, Park and Loan Service Contract	6.0.0
7.5.1	Pro Forma PAL, Park and Loan Service Transaction Confirmation	1.0.0
7.7	Pro Forma FTFLEX, FT-Flex Limited Firm Transportation Service	7.0.0
7.8	Pro Forma - HRS, Hourly Reserve Service	7.0.0
7.9	Pro Forma - STFT, Short Term Firm Transportation Service	6.0.0

FERC GAS TARIFF

Third Revised Volume No. 1
(Supersedes Second Revised Volume No. 1)

PORTLAND NATURAL GAS TRANSMISSION SYSTEM

Filed With The
FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff

Should Be Addressed To:

~~Sorana Linder~~ Bill Yardley
~~Director, Rates, Tariffs, and Modernization~~ President and C.E.O.
Portland Natural Gas Transmission System, ~~L.P.~~
~~700 Louisiana Street, Suite 1300~~ One Lafayette Place
~~Houston, Texas 77002-2700~~ Greenwich, CT 06830
Phone: ~~(832) 320-5209~~ (617) 571-2705
Email: ~~sorana_linder@teenergy.com~~ bill.yardley@pngts.com

6.3. REQUESTS FOR SERVICE/CREDITWORTHINESS

6.3.1 Qualifications for Service. All Shippers requesting service must:

- (a) provide the information required by this Section 6.3;
- (b) complete a request for service described herein, on a form that appears hereafter in this Tariff beginning at Section 7.6, or on such form that is provided by Transporter;
- (c) satisfy creditworthiness pursuant to Section 6.3.4; and
- (d) satisfy the availability provisions of the applicable Rate Schedule.

6.3.2 Submission of Requests for Service. Requests for service should be submitted electronically, or directed to the following address:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ [One Lafayette Place](#)
~~Houston, Texas 77002-2700~~ [Greenwich, CT 06830](#)

6.3.3 Information to be Included in Request for Service.

Any request for service shall include the following:

(a) Type of Service. A statement that Shipper is requesting service under one of Transporter's Rate Schedules, as those services are defined in those Rate Schedules.

(b) Gas Quantities. For firm transportation service, the Maximum Daily Quantity at each Receipt and Delivery Point for which Shipper requests service, stated in DTH, and the estimated total quantities of Gas for which Shipper is requesting transportation during the term of service. The Maximum Daily Quantities at each Receipt and Delivery Point must exceed 200 DTH/Day.

(c) Receipt/Delivery Point(s). For firm transportation service, the Receipt Point(s) and Delivery Point(s) for the requested service together with the name of the entity which will deliver the Gas to Transporter and the name of the entity to receive the Gas from Transporter.

(d) Term. The proposed commencement and termination dates of service.

(e) Shipper Certification. By submitting a request for service, Shipper certifies:

(1) that Shipper has title or will enter into all contractual agreements necessary to acquire title to the Gas for which transportation is requested; and

(2) that Shipper has or will enter into all contractual agreements necessary to ensure that all upstream and downstream transportation is in place prior to the date on which service is requested to commence.

(f) Facilities. Identification and location of any facilities to be constructed or installed by any party which are necessary for receipt of Gas by Transporter or for delivery to and/or utilization of Gas by the Shipper or direct or indirect customers of the Shipper.

(g) Rate. The maximum effective rate, the discounted rate, or the negotiated rate Shipper is willing to pay under the applicable Rate Schedule. Transporter shall not be obligated to accept any bid or execute a Gas Transportation Contract at a rate less than the maximum rate allowable under such Rate Schedule(s) or effective tariff section.

(h) Agents. Shipper shall identify all parties whom Shipper intends to act as its agent, and shall provide Transporter with sufficient information, as requested, to verify that such agent is authorized, willing and able to act in that capacity. Changes in agent designation shall be submitted by Shipper to Transporter in a fashion similar to original requests for service.

6.3.4 Creditworthiness.

6.3.4.1 Creditworthiness Evaluation.

(1) Transporter shall not be required to commence or continue service under this Tariff, on behalf of any Shipper who fails to establish or maintain creditworthiness.

(2) Determining Creditworthiness.

Transporter shall apply consistent evaluation practices to all similarly situated Shippers to determine Shipper's financial ability to perform payment obligations due to Transporter over the term of the requested or existing agreement. If Shipper has multiple agreements with Transporter, then the total of potential fees and charges of all such agreements shall be considered in determining creditworthiness. A credit evaluation shall be performed in accordance with the following:

(a) Creditworthiness Standard – Shipper will establish creditworthiness if (i) its unenhanced senior unsecured debt securities are rated at least BBB- by Standard & Poor's Financial Services LLC ("S&P") or at least Baa3 by Moody's Investors Service, Inc. ("Moody's") and (ii) the contractual obligation derived from the sum of reservation charges for the contract term, on a Net Present Value basis, plus applicable commodity charges and any other associated fees and charges, plus the value of any loaned or imbalance gas, is no greater than 10% of Shipper's Tangible Net Worth. Transporter will set credit limits at 10% of a Shipper's Tangible Net Worth (defined as total assets, less total liabilities, less

intangible assets, less noncontrolling interest, less off-balance sheet obligations). In the event a split rating occurs between rating agencies, Transporter will rely upon the lower of the ratings. Nothing herein shall limit Transporter's ability to evaluate any of the factors set forth in Section 6.3.4.1(2)(b)(i)–(vii) below where Shipper's creditworthiness is established by a rating agency if such factor(s) would alter Transporter's evaluation of Shipper.

- (b) If Shipper does not meet the creditworthiness standard described in part (a) above, Transporter shall evaluate creditworthiness based upon the level of Shipper's current and requested service(s) with Transporter relative to Shipper's current and future ability to meet its obligations. Such creditworthiness evaluation shall be based upon Transporter's evaluation of any or all of the following requested information in (i) through (vii) below:
- (i) S&P, Moody's and other credit reporting agencies' opinions, outlooks, watch alerts, and rating actions.
 - (ii) Financial reports whereby consistent financial statement analysis will be applied by Transporter to determine the acceptability of Shipper's current and future financial strength. Shipper's balance sheets, income statements, cash flow statements, notes to financial statements, and auditor's opinions will be analyzed along with key ratios and trends regarding liquidity, asset management, debt management, debt coverage, capital structure, operational efficiency and profitability.
 - (iii) Whether Shipper is operating under any chapter of the bankruptcy code and is subject to liquidation or debt reduction procedures under state laws and whether there is pending any petition for involuntary bankruptcy. Transporter may give consideration for a Shipper who is a debtor-in-possession operating under Chapter 11 of the Federal Bankruptcy Code if Transporter is assured that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction, based on a court order in effect, and if the Shipper is continuing and continues in the future to make payment.
 - (iv) Whether Shipper is subject to any lawsuits or outstanding judgments which could materially impact its ability to remain solvent.
 - (v) The nature of Shipper's business and the effect on that business of economic conditions, including Shipper's ability to recover the costs of Transporter's services through filings with regulatory agencies or otherwise to pass on such costs to its customers.

- (vi) Whether Shipper has or has had any delinquent balances outstanding for services provided previously by Transporter and whether Shipper is paying and has paid its account balances according to the terms established in its agreement(s) (excluding amounts as to which there is a good faith dispute).
- (vii) Any other information, including any information provided by Shipper, that is relevant to Shipper's current and future financial strength and Shipper's ability to make full payment over the term of the agreement(s).

6.3.4.2 Failure to Establish or Maintain Creditworthiness.

- (1) If Shipper fails to establish or maintain creditworthiness as described in Section 6.3.4.1(2), Shipper has the option of receiving or continuing service under this Tariff by providing and maintaining one of the following financial assurances in accordance with the requirements as set forth in Section 6.3.4.2(3) below:
 - (i) **Guarantee:** Shipper may provide a guarantee of financial performance in a form satisfactory and acceptable to Transporter and for the term of the agreement from a person or entity which meets the creditworthiness standards discussed in Section 6.3.4.1(2) (guarantor). For these Shippers, the credit limit will be based upon the financial information of the guarantor.
 - (ii) **Cash Security Deposit:** Shipper may provide a cash security deposit for service. Transporter will accrue simple interest on cash security deposits at the applicable monthly "Federal Funds (effective)" rate published in the Federal Reserve Statistical Report H.15. Interest will be paid by Transporter on an annual basis each September 1 or at the time Shipper's deposit is returned.
 - (iii) **Letter of Credit:** Shipper may post an irrevocable standby letter of credit (LC) in a form acceptable to Transporter and issued by a bank or financial institution deemed acceptable by Transporter.
 - (iv) Any other financial assurance mutually agreed upon by Transporter and Shipper. Such other financial assurance shall be accepted on a nondiscriminatory basis and may include, as related to interruptible service, a prepayment equal to an amount defined by Shipper. Such defined balance prepayment will remain in place until Shipper exhausts its prepaid balance by utilizing interruptible transportation service. At the point Shipper's prepayment is exhausted, Transporter may suspend further activity for interruptible service collateralized

by a prepayment. Shipper will not earn interest on defined balance prepayments.

- (2) Transporter may deny subsequent requests to substitute financial assurances on a not unduly discriminatory basis and will provide Shipper with a written explanation of any denial of a request to substitute financial assurances.

Within five (5) business days of Transporter's notification to Shipper that Shipper has returned to creditworthiness in accordance with Section 6.3.4.1(2) herein, Transporter will return Shipper's financial assurance held by Transporter along with any applicable interest and interest calculation reconciliations.

Upon expiration of Shipper's obligations under its agreement(s), Transporter will return Shipper's financial assurance associated with undisputed invoice amounts within five (5) business days of Shipper paying its final invoice. Any remaining financial assurance will be returned after resolving any and all disputed invoice amounts under the expired agreement(s). In either case, Transporter will pay applicable interest and provide Shipper final billing reconciliations detailing interest calculations.

- (3) Financial Assurance Requirement Table

Service	Column A: Guarantee Requirement	Column B: Cash Security Deposit or Letter of Credit Amount
---------	---------------------------------	--

Firm Service	Shipper's contractual obligation under its firm service agreements with Transporter.	Up to the value of 3 months reservation charges
Interruptible Service	Shipper's highest interruptible service accounts receivable over previous rolling twelve (12) months x three (3). Initial requirement based upon Shipper's anticipated usage for a three (3) month period as determined by Shipper and Transporter.	Same as under Column A
Park and Loan Service	Shipper's highest park and loan service accounts receivable over previous rolling twelve (12) months x three (3) plus value of loaned gas in accordance with Section 6.3.4.3. Initial requirement based upon Shipper's anticipated usage for a three (3) month period as determined by Shipper and Transporter plus value of loaned gas in accordance with Section 6.3.4.3.	Same as under Column A
Imbalance Gas	In accordance with Section 6.3.4.3	Same as under Column A

6.3.4.3 Credit Requirement for Loaned/Imbalance Gas Owed To Transporter.

For lending services under Transporter's Rate Schedule PAL, the credit requirement shall include an amount to adequately account for the value of loaned gas. Such amount will be up to Shipper's Maximum Loaned Quantity multiplied by the most recent monthly midpoint average "Tennessee, zone 6 del" price as reported in Platts Gas Daily Price Guide or any successor publication thereto. Transporter shall have no obligation to lend any quantity of gas beyond amounts for which Transporter holds security.

For imbalance gas owed to Transporter pursuant to an Operational Balancing Agreement, the credit requirement shall be an amount no greater than the maximum accumulated operational imbalance allowable under such agreement multiplied by the most recent monthly midpoint average "Tennessee, zone 6 del" price as reported in Platts Gas Daily Price Guide or any successor publication thereto.

6.3.4.4 Collateral Requirements for Expansion Capacity.

Collateral requirements for expansion capacity will be separately identified within the nondiscriminatory project requirements included as part of any open season for expansion capacity. The amount of collateral (for example, Cash Security Deposit or Letter of Credit) initially required for expansion capacity on lateral facilities will be determined by Transporter and may be up to the cost of the facilities to be constructed ("Maximum Allowable Collateral Requirement or MACR"). Where new lateral facilities serve multiple Shippers, an individual Shipper's maximum collateral obligation will be for no more than its proportionate share of the MACR ("Shipper's Maximum Collateral Obligation or SMCO"). Subsequent to expansion capacity on lateral facilities being placed into service, the SMCO

shall be reduced in proportion to contract term or as mutually agreed. Shipper's actual collateral requirement, as identified within the open season project requirements, may be equal to or less than the SMCO ("Shipper's Actual Collateral Obligation or SACO"). Unless otherwise provided for, when the SMCO equals the SACO held by Transporter, Transporter shall thereafter return Shipper's collateral on either a monthly basis or as mutually agreed with Shipper consistent with the reduction in SMCO. Transporter is only permitted to recover the cost of expansion capacity on lateral facilities once through either transportation rates or, in the event of Shipper default, by means of the collateral provided through this provision.

6.3.4.5 Notification of Failure to Meet Creditworthiness.

Transporter shall have the right, on an ongoing basis, to review Shipper's creditworthiness and acceptability of any financial assurance, and upon Transporter's request, Shipper shall provide within three (3) Business Days, or such later date acceptable to Transporter, information in order to facilitate such review. If Shipper is found by Transporter to be non-creditworthy, Transporter will, upon request, inform Shipper in writing as to the reasons. Upon notification by Transporter of Shipper's non-creditworthiness status, Shipper must, within five (5) Business Days, pay for one month of service in advance to continue service. Shipper must, within thirty (30) days, provide an acceptable financial assurance as set forth in Section 6.3.4.2. For Shippers utilizing expansion capacity on lateral facilities, the financial assurance that must be provided within thirty (30) days shall be in accordance with Section 6.3.4.4. If Shipper fails to provide one of the financial assurances within these time periods, Transporter may suspend service immediately (Shippers are not responsible for reservation charges after service is suspended) and may provide simultaneous written notice to Shipper, the Commission, and any replacement Shipper(s) that service will be terminated in thirty (30) days. Transporter also may exercise any other remedy available to it hereunder, at law or in equity.

6.3.5 Reserved for Future Use.

6.3.6 Reserved for Future Use.

6.3.7 Reserved for Future Use.

6.3.8 Validation of Service Request.

Each request for firm service shall be evaluated by Transporter to determine Shipper's creditworthiness, whether there is adequate System Capacity to fulfill the request, and whether the request is compatible with the System's operating conditions. Transporter may require any additional information necessary to process the request for service, consistent with all applicable rules, regulations, or orders of the FERC or other regulatory authority having jurisdiction. After validation of the information submitted by Shipper in support of a request for service, Transporter shall notify Shipper in writing.

6.3.9 Pre-qualification for Creditworthiness.

Any prospective bidder for capacity on the System is encouraged to demonstrate creditworthiness prior to submitting a bid for capacity. Upon request from a prospective bidder, Transporter will evaluate the prospective bidder's creditworthiness in accordance with the provisions of Section 6.3.4 and advise the prospective bidder of its determination. The provisions of Section 6.3.4 shall continue to remain applicable to pre-qualified prospective bidders.

6.23. MARKETING AFFILIATE RULE

6.23.1 This Section describes Transporter's compliance with the requirements of 18 C.F.R. Section 250.16.

6.23.2 Shared Operating Personnel and Facilities. Transporter and its marketing affiliates have no shared operating personnel or facilities. Any changes to the terms of this Section will be filed with FERC on a quarterly basis.

6.23.3 Complaint Resolution. Transporter will attempt to resolve any complaints by Shippers or potential Shippers without the necessity of a written complaint. To this end, Shippers are encouraged to attempt to resolve disputes informally with their designated service representatives. A formal complaint concerning any services offered by Transporter must specifically state that it is a complaint under 18 C.F.R. Section 250.16 and should be directed, preferably in writing, to Transporter's Chief Compliance Officer (CCO). The CCO's appropriate contact information is available via Transporter's Interactive Internet Website. Transporter will respond initially to the complaint within forty-eight (48) hours, and Transporter will respond in writing within thirty (30) Days.

6.23.4 Any person desiring information on the availability, pricing or other terms of Transporter's service should contact the Transportation and Marketing Department at Portland Natural Gas Transmission System, ~~700 Louisiana Street, Suite 1300, Houston, Texas 77002-2700~~ [One Lafayette Place, Greenwich, CT 06830](#).

GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

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

ARTICLE III - ALLOCATION OF OFF-PEAK CAPACITY

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

ARTICLE IV - RATE

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

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

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

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

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

ARTICLE V - RESERVED FOR FUTURE USE

ARTICLE VI - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

(if applicable)

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

ARTICLE VII - TERM

1. The Commencement Date of this Contract is [Insert Commencement Date]. [if applicable: This Contract is amended as provided herein as of _____ ("Amendment Effective Date").]

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

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

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

ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ One Lafayette Place
~~Houston, Texas 77002-2700~~ Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE IX - TRANSFER AND ASSIGNMENT OF CONTRACT

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

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

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

ARTICLE X - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE XI - LAW OF CONTRACT

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

ARTICLE XII - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XIII – SUPERSEDED CONTRACT(S)]

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

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

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR INTERRUPTIBLE TRANSPORTATION SERVICE

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

ARTICLE II - INTERRUPTIBLE TRANSPORTATION CAPACITY

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

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

ARTICLE III - RATE

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

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

ARTICLE V - TERM

1. The Commencement Date of this Contract is [Insert Commencement Date]. [if applicable: This Contract is amended as provided herein as of _____ (“Amendment Effective Date”).]

2. This Contract shall continue in force and effect until [expiration date], and Year to Year thereafter, unless terminated by either party upon thirty (30) Days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date.

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ One Lafayette Place
~~Houston, Texas 77002-2700~~ Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general partnership; (b) Shipper shall have no recourse against any partner in Transporter with respect to the obligations of Transporter under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the

performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims; and (f) this representation is made expressly for the benefit of the partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XI – SUPERSEDED CONTRACT(S)]

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

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

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PARK AND LOAN SERVICE CONTRACT

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

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

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

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

ARTICLE II - PARK AND LOAN CAPACITY

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

ARTICLE III- MAXIMUM QUANTITY

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

ARTICLE IV - RATE

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

ARTICLE V - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

ARTICLE VI - TERM

1. The Commencement Date shall be [month] [day], [year]; provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date. [if applicable: This Contract is amended as provided herein as of _____ (“Amendment Effective Date”).]

2. This Contract shall continue in force and effect until [month] [day], [year] and Year to Year thereafter unless terminated by either party upon thirty (30) days prior written notice to the other, as set forth in Rate Schedule PAL, or otherwise terminated by Transporter, pursuant to Rate Schedule PAL.

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

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

ARTICLE VII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ One Lafayette Place
~~Houston, Texas 77002-2700~~ Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VIII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

ARTICLE IX - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE X - LAW OF CONTRACT

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

ARTICLE XI - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XII – SUPERSEDED CONTRACT(S)

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

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

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

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

TRANSPORTER: Portland Natural Gas Transmission System

TRANSPORTER'S ADDRESS: ~~700 Louisiana Street, Suite 700, Houston, Texas 77002~~ One Lafayette Place, Greenwich, CT 06830, Attention:
Customer Services

SHIPPER:

SHIPPER'S ADDRESS:

TERM COMMENCEMENT DATE:

_____ TERM

ENDING DATE:

TYPE OF TRANSACTION (check applicable blank):

PARK ___; LOAN ___ SCHEDULE FOR SERVICE:

Maximum Parked/Loaned Quantity (Dth):

Minimum Parked/Loaned Quantity (Dth):

Daily Quantity	Daily
Quantity	
<u>Delivered to Transporter</u>	<u>Received</u>

Begin Minimum <u>Date</u> <u>(Dth)</u>	End <u>Date</u>	Point of <u>Service</u>	<u>from Transporter</u>		Maximum <u>(Dth)</u>
			Maximum <u>(Dth)</u>	Minimum <u>(Dth)</u>	

RATES:

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

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

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

[SHIPPER]
 By _____
 Title _____
 Date _____

PORTLAND NATURAL GAS
 TRANSMISSION SYSTEM
 By _____
 Title _____
 Date _____

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

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

ARTICLE III - RATE

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

(if applicable)

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

ARTICLE V - TERM

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

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

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

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ One Lafayette Place
~~Houston, Texas 77002-2700~~ Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

ARTICLE XI - DEFAULT AND REMEDIES

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

ARTICLE XII - MISCELLANEOUS

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

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

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

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR HOURLY RESERVE SERVICE

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

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

ARTICLE III - RATE

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

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

(if applicable)

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

ARTICLE V - TERM

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ [One Lafayette Place](#)
~~Houston, Texas 77002-2700~~ [Greenwich, CT 06830](#)

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[Address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

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

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

ARTICLE XI - MISCELLANEOUS

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

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

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

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____

PRO FORMA
GAS TRANSPORTATION CONTRACT
FOR SHORT TERM FIRM TRANSPORTATION SERVICE

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

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

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

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

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

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

ARTICLE I - SCOPE OF CONTRACT

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

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

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

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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

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

ARTICLE III - RATE

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

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

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

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

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

ARTICLE V - TERM

1. The Commencement Date of this Contract is [Insert Commencement Date]. [if applicable: This Contract is amended as provided herein as of _____ (“Amendment Effective Date”).]

2. This Contract shall be effective as of the date first hereinabove written, provided, however, that Transporter shall have no liability under this Contract and shall be under no obligation to receive or to deliver any quantities of Gas hereunder, and Shipper shall be under no obligation to pay for transportation, prior to the Commencement Date.

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

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

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

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
~~700 Louisiana Street, Suite 1300~~ One Lafayette Place
~~Houston, Texas 77002-2700~~ Greenwich, CT 06830

Notices to Shipper hereunder shall be addressed to:

[Name of Shipper]
[address]

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

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

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

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

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

ARTICLE IX - LAW OF CONTRACT

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

ARTICLE X - CHANGE IN TARIFF PROVISIONS

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

[If applicable: ARTICLE XI – SUPERSEDED CONTRACT(S)]

As of the Amendment Effective Date, this Contract amends and supersedes the following Contract(s): _____.]

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

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

By: _____

ATTEST: [NAME OF SHIPPER]

By: _____