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FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

(Supersedes Original Volume No. 1)

of

MARITIMES & NORTHEAST PIPELINE, L.L.C.

FILED WITH

FEDERAL ENERGY REGULATORY COMMISSION

Communications Concerning This Tariff
Should Be Addressed to:

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Regulatory Affairs
M&N Management Company
890 Winter Street
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SHEET NO. 3

HAS NOT BEEN ISSUED BUT HAS

BEEN RESERVED FOR FUTURE USE.

PRELIMINARY STATEMENT

This Federal Energy Regulatory Commission (FERC) Gas Tariff is filed by Maritimes & Northeast Pipeline, L.L.C. (Maritimes & Northeast) in compliance with Part 154, Subchapter E, Chapter 1, Title 18, of the Code of Federal Regulations. This FERC Gas Tariff is in compliance with Order No. 636 and sets forth the terms and conditions of the transportation rendered by Maritimes & Northeast. Maritimes & Northeast is a natural gas company engaged in the business of transporting natural gas in interstate commerce under authorization granted by and subject to the jurisdiction of the FERC. M & N Operating Company shall act as physical operator of the Maritimes & Northeast pipeline system. Nothing in this Tariff is intended to inhibit the development of, or discriminate against the use of, Title Transfer Tracking services or Imbalance Management Services provided by third parties or Maritimes & Northeast's Customers. Any party interested in providing Title Transfer Tracking services or Imbalance Management Services must coordinate with Maritimes & Northeast.

The facilities owned by Maritimes & Northeast consist of the following: 1) a pipeline system wholly owned by Maritimes & Northeast which extends from a point near Woodland, Maine, at the international border between Canada and the United States to Westbrook, Maine; 2) a pipeline jointly owned with the Portland Natural Gas Transmission System which extends from Westbrook, Maine through the State of New Hampshire to a terminus near Dracut, Massachusetts; and 3) a pipeline wholly owned by Maritimes & Northeast which extends from a point near Methuen, Massachusetts, to a terminus in the Beverly/Salem, Massachusetts area. The capacity rights of Maritimes on the jointly owned facilities are described in those certain Definitive Agreements approved by Commission Order issued November 4, 1997 in Docket Nos. CP97-238-001 and CP96-178-004 (81 FERC ¶ 61,166 (1997)). Maritimes & Northeast interconnects at the international border with Maritimes & Northeast Pipeline Limited Partnership, a pipeline system that connects to a plant in Country Harbour, Nova Scotia, Canada and transports natural gas from the Sable Offshore Energy Project through Nova Scotia and New Brunswick for deliveries to Customers in Canada and to the international border between Canada and the United States.

The transportation of natural gas is undertaken by Maritimes & Northeast only under written contract acceptable to Maritimes & Northeast after consideration of its commitments to others, delivery capacity and other factors deemed pertinent by Maritimes & Northeast. If any such contract is to become operative only upon performance of certain precedent conditions, Maritimes & Northeast reserves the right to require a separate written agreement specifying the conditions which must be satisfied before the contract for the transportation of gas becomes operative.

Effective Date: 04/15/2010 Status: Effective
FERC Docket: RP10-497-000

Fourth Revised Sheet No. 5 Fourth Revised Sheet No. 5
Superseding: Third Revised Sheet No. 5

MAP

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Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Eleventh Revised Sheet No. 7 Eleventh Revised Sheet No. 7
Superseding: Tenth Revised Sheet No. 7

FORWARD HAUL RATES
(All rates in $/Dth)

Rate Schedule	MN365	MN151	MN90	MNOP	MNIT
		MAXIMUM			
Reservation	$18.4003	$16.2603	$15.4470	$13.8623*	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.6049**
Usage Charge outside Tolerances	$0.6049	$1.2922	$2.0596	$0.6049	$0.6049**
		MINIMUM			
Reservation	$0.0000	$0.0000	$0.0000	$0.0000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Usage Charge outside Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000

The following adjustment(s) apply to all Rate Schedules:

ACA SURCHARGE TO APPLICABLE CUSTOMERS: PURSUANT TO SECTION 21 OF THE GT&C.
ACA Surcharge $0.0017

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C.

* Rate premised on firm service for 275 Days paid over twelve Months. Rate subject to adjustment to reflect negotiated period of service and billing method not to exceed 100% load factor rate.

** The Usage Charge within Tolerances or outside Tolerances, as applicable, for MNIT service on a portion of Pipeline's system designated as an Incremental Lateral shall be the 100 percent load factor equivalent of the applicable rate specified for the applicable Incremental Lateral on the currently effective rate sheets for Rate Schedule MNLFT.

Thirteenth Revised Sheet No. 7 Thirteenth Revised Sheet No. 7
Superseding: Twelfth Revised Sheet No. 7

FORWARD HAUL RATES
(All rates in $/Dth)

Rate Schedule	MN365	MN151	MN90	MNOP	MNIT
		MAXIMUM			
Reservation	$18.4003	$16.2603	$15.4470	$13.8623*	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.6049**
Usage Charge outside Tolerances	$0.6049	$1.2922	$2.0596	$0.6049	$0.6049**
		MINIMUM			
Reservation	$0.0000	$0.0000	$0.0000	$0.0000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Usage Charge outside Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000

The following adjustment(s) apply to all Rate Schedules:

ACA SURCHARGE TO APPLICABLE CUSTOMERS: PURSUANT TO SECTION 21 OF THE GT&C.
ACA Surcharge $0.0019

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C.

* Rate premised on firm service for 275 Days paid over twelve Months. Rate subject to adjustment to reflect negotiated period of service and billing method not to exceed 100% load factor rate.

** The Usage Charge within Tolerances or outside Tolerances, as applicable, for MNIT service on a portion of Pipeline's system designated as an Incremental Lateral shall be the 100 percent load factor equivalent of the applicable rate specified for the applicable Incremental Lateral on the currently effective Statement of Rates for Rate Schedule MNLFT.

Effective Date: 10/01/2008 Status: Effective
FERC Docket: RP08-548-000

Fourth Revised Sheet No. 7A Fourth Revised Sheet No. 7A
Superseding: Third Revised Sheet No. 7A

FORWARD HAUL RATES
(All rates in $/Dth)

Rate Schedule	MN365	MN151	MN90	MNOP	MNIT
		MAXIMUM			
Phase III Only*					
Reservation	$7.3000	$5.1600	$4.3467	$5.5000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.2400
Usage Charge outside Tolerances	$0.2400	$0.4101	$0.5796	$0.2400	$0.2400
Phase III Usage Surcharge**	$0.1400	$0.1400	$0.1400	$0.1400	$0.1400
		MINIMUM			
Phase III Only*					
Reservation	$0.0000	$0.0000	$0.0000	$0.0000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Usage Charge outside Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Phase III Usage Surcharge**	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000

The following adjustment(s) apply to all Rate Schedules:

ACA SURCHARGE TO APPLICABLE CUSTOMERS: PURSUANT TO SECTION 21 OF THE GT&C.
ACA Surcharge $0.0017

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C.

* Pursuant to the Stipulation and Agreement approved by the Commission in Docket No. RP04-360, this Reservation Charge shall apply to firm Service Agreements that have Primary Points of Receipt and Primary Points of Delivery located only on the portion of the mainline of the Maritimes system that extends from Methuen, Massachusetts to Beverly, Massachusetts. For purposes of Section 9 of the GT&C, the Reservation Charges set forth on this Sheet No. 7A apply only to capacity released under Phase III Only agreements. These Reservation Charges will terminate in accordance with the provisions of such Stipulation and Agreement.

** The Phase III Usage Surcharge applies to each Dth transported, in addition to any other applicable usage charge. This Phase III Usage Surcharge will terminate in accordance with the provisions of such Stipulation and Agreement.

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Fifth Revised Sheet No. 7A Fifth Revised Sheet No. 7A
Superseding: Fourth Revised Sheet No. 7A

This sheet was previously issued,
but is now reserved for future use.

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Eleventh Revised Sheet No. 8 Eleventh Revised Sheet No. 8
Superseding: Tenth Revised Sheet No. 8

BACKHAUL RATES
(All rates in $/Dth)

Rate Schedule	MN365	MN151	MN90	MNOP	MNIT
		MAXIMUM			
Reservation	$18.4003	$16.2603	$15.4470	$13.8623*	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.6049**
Usage Charge outside Tolerances	$0.6049	$1.2922	$2.0596	$0.6049	$0.6049**
		MINIMUM			
Reservation	$0.0000	$0.0000	$0.0000	$0.0000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Usage Charge outside Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000

The following adjustment(s) apply to all Rate Schedules:

ACA SURCHARGE TO APPLICABLE CUSTOMERS: PURSUANT TO SECTION 21 OF THE GT&C.
ACA Surcharge $0.0017

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C.

* Rate premised on firm service for 275 Days paid over twelve Months. Rate subject to adjustment to reflect negotiated period of service and billing method not to exceed 100% load factor rate.

** The Usage Charge within Tolerances or outside Tolerances, as applicable, for MNIT service on a portion of Pipeline's system designated as an Incremental Lateral shall be the 100 percent load factor equivalent of the applicable rate specified for the applicable Incremental Lateral on the currently effective rate sheets for Rate Schedule MNLFT.

Thirteenth Revised Sheet No. 8 Thirteenth Revised Sheet No. 8
Superseding: Twelfth Revised Sheet No. 8

BACKHAUL RATES
(All rates in $/Dth)

Rate Schedule	MN365	MN151	MN90	MNOP	MNIT
		MAXIMUM			
Reservation	$18.4003	$16.2603	$15.4470	$13.8623*	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.6049**
Usage Charge outside Tolerances	$0.6049	$1.2922	$2.0596	$0.6049	$0.6049**
		MINIMUM			
Reservation	$0.0000	$0.0000	$0.0000	$0.0000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Usage Charge outside Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000

The following adjustment(s) apply to all Rate Schedules:

ACA SURCHARGE TO APPLICABLE CUSTOMERS: PURSUANT TO SECTION 21 OF THE GT&C.
ACA Surcharge $0.0019

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C.

* Rate premised on firm service for 275 Days paid over twelve Months. Rate subject to adjustment to reflect negotiated period of service and billing method not to exceed 100% load factor rate.

** The Usage Charge within Tolerances or outside Tolerances, as applicable, for MNIT service on a portion of Pipeline's system designated as an Incremental Lateral shall be the 100 percent load factor equivalent of the applicable rate specified for the applicable Incremental Lateral on the currently effective Statement of Rates for Rate Schedule MNLFT.

Fourth Revised Sheet No. 8A Fourth Revised Sheet No. 8A
Superseding: Third Revised Sheet No. 8A

BACKHAUL RATES
(All rates in $/Dth)

Rate Schedule	MN365	MN151	MN90	MNOP	MNIT
		MAXIMUM			
Phase III Only*					
Reservation	$7.3000	$5.1600	$4.3467	$5.5000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.2400
Usage Charge outside Tolerances	$0.2400	$0.4101	$0.5796	$0.2400	$0.2400
Phase III Usage Surcharge**	$0.1400	$0.1400	$0.1400	$0.1400	$0.1400
		MINIMUM			
Phase III Only*					
Reservation	$0.0000	$0.0000	$0.0000	$0.0000	
Usage Charge within Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Usage Charge outside Tolerances	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000
Phase III Usage Surcharge**	$0.0000	$0.0000	$0.0000	$0.0000	$0.0000

The following adjustment(s) apply to all Rate Schedules:

ACA SURCHARGE TO APPLICABLE CUSTOMERS: PURSUANT TO SECTION 21 OF THE GT&C.
ACA Surcharge $0.0017

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C.

* Pursuant to the Stipulation and Agreement approved by the Commission in Docket No. RP04-360, this Reservation Charge shall apply to firm Service Agreements that have Primary Points of Receipt and Primary Points of Delivery located only on the portion of the mainline of the Maritimes system that extends from Methuen, Massachusetts to Beverly, Massachusetts. For purposes of Section 9 of the GT&C, the Reservation Charges set forth on this Sheet No. 8A apply only to capacity released under Phase III Only agreements. These Reservation Charges will terminate in accordance with the provisions of such Stipulation and Agreement.

** The Phase III Usage Surcharge applies to each Dth transported, in addition to any other applicable usage charge. This Phase III Usage Surcharge will terminate in accordance with the provisions of such Stipulation and Agreement.

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Fifth Revised Sheet No. 8A Fifth Revised Sheet No. 8A
Superseding: Fourth Revised Sheet No. 8A

This sheet was previously issued,
but is now reserved for future use.

Effective Date: 01/17/2010 Status: Effective
FERC Docket: RP10-244-000

Seventh Revised Sheet No. 9 Seventh Revised Sheet No. 9
Superseding: Sixth Revised Sheet No. 9

This sheet was previously issued,
but is now reserved for future use.

STATEMENT OF NEGOTIATED RATES

Customer Name: Repsol Energy North America Corporation 4/ 8/ 10/ 11/

Contract Number: 210107R2 13/

Rate Schedule: MN365

Reservation Rate: $16.1208 1/ 2/ 3/ 5/ 6/

Usage Rate: $0.0000 1/ 5/ 6/ 7/

Term of Negotiated Rate: 9/

Quantity: 730,000 Dth/day 1/

Primary Receipt Point: 13/

Primary Delivery Point: 12/

1/Negotiated Rates: For purposes of this Statement of Negotiated Rates, the word "Agreement" refers to the negotiated rate agreement between Pipeline and Customer as set forth on such tariff sheets. During the period commencing on the Service Commencement Date and extending until the end of the term of this Agreement as set forth in footnote 9 below and subject to all terms, conditions and limitations set forth in this Agreement including but not limited to footnote 2 of this Agreement, for service under the Service Agreement, Pipeline shall charge Customer and Customer shall pay Pipeline the following rates:

(a) a monthly Reservation Charge per Dth of MDTQ equal to $16.1208 (equivalent to $0.5300 per Dth per Day), as adjusted in accordance with footnote 2 below;

(b) a Usage Charge within Tolerances of $0.00 per Dth delivered; and

(c) Pipeline's Fuel Retainage Percentage (and any charge by Pipeline that has been approved by FERC for the recovery of electric power costs associated with any electric compressor units installed on Pipeline's system) and any and all surcharges applicable to Rate Schedule MN365 in effect from time to time pursuant to Pipeline's Tariff; provided that, with respect to surcharges, Customer shall only be required to pay those surcharges that the FERC has required Pipeline to assess and that Pipeline is not permitted to discount.

STATEMENT OF NEGOTIATED RATES

2/Reservation Charge Adjustment

(a)(i) Pipeline and Customer acknowledge that the Capital Costs attributable to the Project facilities, which underlie the Reservation Charge set forth in footnote 1 above, are reasonably estimated to be $300 million (2008 dollars). The monthly Reservation Charge in footnote 1 above shall be adjusted, pursuant to the formula set forth in this footnote 2(a)(i), solely to reflect any difference between the estimated $300 million amount and the amount of Capital Costs attributable to the Project facilities reflected by Pipeline in Pipeline's post-construction cost report filed with the FERC for the Project facilities pursuant to Section 157.20(c)(3) of the FERC's regulations ("Cost Report"). Such monthly Reservation Charge shall be adjusted by an amount per Dth of MDTQ equal to $0.3042 (equivalent to $0.01 per Dth per Day) for each $17 million (2008 dollars) increment of Capital Costs (as reflected in the Cost Report) above or below the estimated $300 million amount. To be clear and for illustrative purposes, if the Capital Costs reflected in the Cost Report are $291.5 million (an $8.5 million decrease compared to the estimated $300 million amount) or $325.5 million (a $25.5 million increase compared to the estimated $300 million amount), the resulting adjustment to the monthly Reservation Charge would be a reduction of $0.1521 per Dth of MDTQ (equivalent to $0.005 per Dth per Day) or an increase of $0.4563 per Dth of MDTQ (equivalent to $0.015 per Dth per Day), respectively. For purposes of this Agreement, (1) the term "Project" means an expansion project designed to construct only the additional facilities necessary to accommodate service under the Service Agreement and for which Pipeline is granted (and has accepted) a certificate (and any amendments thereto) by FERC and (2) the term "Capital Costs" means the total capital costs incurred by Pipeline for the development and construction of the Project, including, without limitation, the allowance for funds used during construction, as such costs are reflected in the Cost Report, including all costs incurred to the date of the Cost Report and estimated to be incurred for final completion of the Project. Nothing in this Agreement shall limit Customer's right to challenge or contest the Capital Costs as reflected in the Cost Report.

STATEMENT OF NEGOTIATED RATES

(ii) Promptly upon the earlier of (aa) the date on which Pipeline makes a final determination of the actual Capital Costs of the Project or (bb) the last day of the eighteenth (18th) month following the Service Commencement Date, Pipeline shall file a second Cost Report with the Commission that reflects such final actual costs for the Project (and, if necessary, any costs estimated to be incurred for final completion of the Project) and adheres to the form of Cost Report required by Section 157.20(c)(3) of the Commission's regulations ("Final Cost Report"). In a transmittal letter accompanying the filing of such Final Cost Report, Pipeline shall describe the Final Cost Report as superseding and replacing the first Cost Report for the Project. The monthly Reservation Charge in footnote 1 above shall be adjusted for a second time, pursuant to the formula set forth above in footnote 2(a)(i), solely to reflect any difference between the estimated $300 million amount and the amount of Capital Costs attributable to the Project facilities reflected in such Final Cost Report. For the sake of clarity, such second adjustment to the Reservation Charge shall be inclusive of, and not in addition to, the adjustment set forth above in footnote 2(a)(i). The Parties acknowledge that Section 157.20(c)(3) does not contemplate the filing of a second Cost Report, and any rejection by FERC of the filing of the Final Cost Report shall have no effect on the Parties' agreement to make the adjustment to the Reservation Charge contemplated in this footnote 2(a)(ii). Nothing in this Agreement shall limit Customer's right to challenge or contest the Capital Costs as reflected in the Final Cost Report.

STATEMENT OF NEGOTIATED RATES

(b) The references to "2008 dollars" in footnote 2(a) are included only as points of reference and are not included to suggest that the dollar amounts reflected in footnote 2(a) are to be adjusted to reflect year of construction or the actual Service Commencement Date or for any other purpose. To be clear, the Parties intend that the capital cost rate adjustments contemplated in footnote 2(a) will be based on the difference between the actual dollars spent as estimated in the Cost Report or the Final Cost Report, as applicable, and $300 million.

3/True Up

(a)(i) Pipeline shall charge and Customer shall pay Pipeline for service under the Service Agreement the applicable rates established in footnote 1 of this Agreement, without the adjustment(s) required by footnote 2 of this Agreement, for the period extending from the Service Commencement Date until the first Day of the first full calendar month following the date on which Pipeline files the Cost Report with FERC.

(ii) For service under the Service Agreement from the first Day of the first full calendar month following the date on which Pipeline files the Cost Report with FERC until the first Day of the first full calendar month following the date on which Pipeline files the Final Cost Report with FERC, Pipeline shall charge and Customer shall pay Pipeline for such service the applicable rates established in footnote 1 of this Agreement, as adjusted by footnote 2(a)(i) of this Agreement.

(iii) For service under the Service Agreement from the first Day of the first full calendar month following the date on which Pipeline files the Final Cost Report with FERC until the end of the term of this Agreement, Pipeline shall charge and Customer shall pay Pipeline for such service the applicable rates established in footnote 1 of this Agreement, as adjusted by footnote 2(a)(ii) of this Agreement.

(b) Any difference between the amount of Reservation Charges that Customer paid Pipeline for service under the Service Agreement during the periods described in footnotes 3(a)(i) and 3(a)(ii) above and the amount of Reservation Charges that Customer would have been required to pay if the rates established in footnote 1 of this Agreement had been adjusted in accordance with footnote 2(a)(ii) of this Agreement as of the Service Commencement Date shall be reconciled by a lump sum payment, or credit, as applicable, as part of the first invoice cycle after such adjustment becomes effective. The monthly amounts reconciled into the lump sum payment or credit shall be adjusted to reflect interest from the date on which the original payment related to each reconciled amount was originally paid to Pipeline until the date on which the lump sum payment or credit is due. If Customer owes an amount to Pipeline under this footnote 3(b), such amount shall be due at the same time as all other amounts are due under the applicable invoice. If Pipeline owes an amount to Customer under this footnote 3(b), such credit shall become effective as of the date of the first invoice after the footnote 2(a)(ii) adjustment. If the credit amount is greater than the amount that Customer owes to Pipeline under such invoice, then Pipeline shall promptly pay Customer such difference. For purposes of the interest calculations contemplated under this footnote 3(b) the amount of interest shall be computed at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the FERC's regulations.

STATEMENT OF NEGOTIATED RATES

4/Future Recourse Rates

(a) Customer acknowledges and agrees that it is bound by and subject to the Stipulation and Agreement approved by the FERC in Docket No. RP04-360, et al. ("S&A") to the same extent that its affiliate, Repsol LNG, S.L., is bound by and subject to the S&A.

(b) Notwithstanding anything to the contrary in this Agreement, (i) neither Party shall make a filing with the FERC or any other governmental authority or take any position in any proceeding before the FERC or any other governmental authority that attempts to negate or alter, or is otherwise inconsistent with, any provisions of this Agreement, and (ii) if a Party makes a filing or takes a position in any proceeding in contravention of clause (i) of this footnote 4(b), the other Party shall have all rights to oppose, protest or otherwise challenge such filing or position.

(c) Notwithstanding anything to the contrary in this Agreement, except with respect to (i) the cost deferral provisions related to Pipeline's Phase III project contained in the rate case settlement filed on June 28, 2005, in FERC Docket No. RP04-360 and (ii) any cost deferrals approved by the FERC prior to the date of this Agreement, in the event that Pipeline proposes in any future proceeding before the FERC to defer recovery of any costs for ratemaking purposes, Customer reserves all rights to oppose, protest or otherwise challenge such proposal.

5/Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the rates set forth in footnote 1 of this Agreement (as adjusted by footnote 2 hereof) are "Negotiated Rates" and will apply only to deliveries under the Service Agreement at the Primary Point(s) of Delivery specified in the Service Agreement from and after the Service Commencement Date, and to other delivery points utilized on a secondary basis. In the event that Customer changes any of the Primary Point(s) of Delivery specified under the Service Agreement, then, unless Pipeline and Customer mutually agree in writing otherwise, this Agreement shall terminate effective immediately and the rates applicable after this Agreement terminates shall be Pipeline's applicable maximum recourse rates in effect pursuant to Pipeline's Tariff. In the event that Customer releases its firm transportation rights (other than through permanent release in accordance with Section 9.6(b)(3) of the GT&C) under the Service Agreement after the Service Commencement Date, Customer shall continue to be obligated to pay Pipeline for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in footnotes 1 and 2 above) exceeds the release rate, provided that Customer shall be entitled to retain the difference, if any, by which the release rate exceeds the Negotiated Rate.

STATEMENT OF NEGOTIATED RATES

6/Effect of Negotiated Rates: Pursuant to the GT&C of Pipeline's Tariff, the Negotiated Rates set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum recourse rate(s) in effect pursuant to Pipeline's Tariff shall not apply to or be available to Customer for service under the Service Agreement during the term of this Agreement, notwithstanding any adjustments to such generally applicable maximum recourse rate(s) which may become effective during the term of this Agreement.

7/Refund Obligations: If, at any time and from time to time during the term of this Agreement, Pipeline is collecting its effective maximum recourse rates subject to refund under Section 4 of the NGA, Pipeline shall have no refund obligation to Customer even if the final maximum recourse rates are reduced to a level below the Negotiated Rates set forth herein. Customer's right to receive credits relating to Pipeline's penalty revenue or other similar revenue, if any, applicable to transportation service on Pipeline's system shall be governed by Pipeline's Tariff and any applicable FERC orders and/or regulations.

8/Pipeline's Tariff: The Parties acknowledge and agree that all terms and conditions of Pipeline's Tariff, as effective from time to time, including provisions for filing of changes in Pipeline's Tariff, are applicable to this Agreement. In the event of a conflict between this Agreement and Pipeline's Tariff, Pipeline's Tariff shall control.

9/Term: These Negotiated Rates shall become effective upon the later of November 1, 2008, or the Service Commencement Date as defined in the Precedent Agreement executed by both Parties and, subject to footnote 10 of this Agreement, shall remain in effect until the end of the last Day of the fifteenth (15th) year following the Service Commencement Date, at which time, unless the Parties mutually agree on an alternative rate, the applicable rate for service under the Service Agreement shall be the maximum recourse rates, Fuel Retainage Percentage and all other applicable charges and surcharges set forth in the Tariff, as modified from time to time.

10/Regulatory Approval: Pipeline shall make a filing with the FERC for approval to implement the Negotiated Rates set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Service of Natural Gas Pipelines issued January 31, 1996, in Docket Nos. RM95-6-000 and RM96-7-000. This Agreement and the Negotiated Rates set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification unacceptable to either Customer or Pipeline. If, during the term of this Agreement, the FERC issues an order disallowing, modifying or conditioning approval of any material provisions of this Agreement, then upon written notification of either Party to the other Party within thirty (30) days of such order, the Parties shall negotiate in good faith for sixty (60) days following such notification, in an effort to mutually agree upon a new negotiated or discounted rate agreement that will govern the rate for service under the Service Agreement during the remaining term of this Agreement or any other mutually agreeable period of time and that will maintain the relative economic positions of the Parties as reflected in this Agreement at the time of execution. In the event that the Parties are unable, notwithstanding their respective good faith efforts, to reach such an agreement

STATEMENT OF NEGOTIATED RATES

by the end of the sixty (60) day period, each Party shall cause one or more of its senior officers to negotiate in good faith for an additional ten (10) days in an effort to mutually agree upon a new negotiated or discounted rate agreement that will govern the rate for service under the Service Agreement during the remaining term of this Agreement or any other mutually agreeable period of time and that will maintain the relative economic positions of the Parties as reflected in this Agreement at the time of execution. In the event that such senior officers are unable, notwithstanding their respective good faith efforts, to reach such an agreement by the end of such ten (10) day period, each Party shall have the right to submit this dispute to arbitration in accordance with the provisions of Paragraph 21 of the Precedent Agreement and the arbitration panel shall determine the new negotiated or discounted rate that will govern the service under the Service Agreement during the remaining term of this Agreement or any other mutually agreeable period of time and that will maintain the relative economic positions of the Parties as reflected in this Agreement at the time of execution. Any rate determined by an arbitration panel shall not become effective for service under the Service Agreement until FERC has approved such rate or has accepted such rate for filing. A Party's right to submit a dispute under this footnote 10 to arbitration must be exercised, if ever, within thirty (30) days following the end of the period of negotiation between each Party's senior officers. The applicable rate for service provided during any period during which the Negotiated Rates set forth in this Agreement are not in effect shall be the maximum recourse rates, Fuel Retainage Percentage and all other applicable charges and surcharges set forth in the Tariff, as modified from time to time.

11/Interpretation: All transportation rates and other dollar amounts set forth in this Agreement are stated in United States dollars.

12/Firm Delivery Points are the Tennessee Interconnect at Dracut, Massachusetts, and the Algonquin Interconnect at Beverly, Massachusetts.

13/Firm Receipt Point is the Maritimes/Brunswick Pipeline Interconnect at Washington County, Maine.

14/This is a non-conforming agreement.

STATEMENT OF NEGOTIATED RATES

Customer Name: Mosbacher Operating Ltd. 4/ 8/ 9/ 10/

Contract Number: 8006R2

Rate Schedule: MN365

Reservation Rate: $16.1208 1/ 2/ 3/ 5/ 6/

Usage Rate: $0.0000 1/ 5/ 6/ 7/

Term of Negotiated Rate: These Negotiated Rates shall become effective on March 1, 2009 ("Service Commencement Date"), and shall remain in effect until the earlier of (i) the end of the Day on which the firm service agreement (8006R2) ("Service Agreement") terminates in accordance with its terms, and (ii) end of the last Day of the fifteenth (15th) year following the Service Commencement Date, at which time, unless the Parties mutually agree on an alternative rate, the applicable rate for service under the Service Agreement shall be the maximum recourse rates, Fuel Retainage Percentage and all other applicable charges and surcharges set forth in the Tariff, as modified from time to time.

Quantity: 1,350 Dth/d 1/

Primary Receipt Point: Meter 30012 - Baileyville Border

Primary Delivery Point: 11/

1/ Negotiated Rates: For purposes of this negotiated rate agreement, the word "Agreement" refers to the negotiated rate agreement between Pipeline and Customer as set forth herein. During the period commencing on the Service Commencement Date and extending until the end of the term of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement including but not limited to footnote 2 of this Agreement, for service under the Service Agreement, Pipeline shall charge Customer and Customer shall pay Pipeline the following rates:

(a) a monthly Reservation Charge per Dth of MDTQ equal to $16.1208 (equivalent to $0.5300 per Dth per Day), as adjusted in accordance with footnote 2 below;

(b) a Usage Charge within Tolerances of $0.00 per Dth delivered; and

(c) Pipeline's Fuel Retainage Percentage (and any charge by Pipeline that has been approved by FERC for the recovery of electric power costs associated with any electric compressor units installed on Pipeline's system) and any and all surcharges applicable to Rate Schedule MN365 in effect from time to time pursuant to Pipeline's Tariff; provided that, with respect to surcharges, Customer shall only be required to pay those surcharges that the FERC has required Pipeline to assess and that Pipeline is not permitted to discount.

2/ Reservation Charge Adjustment

(a) (i) Pipeline and Customer acknowledge that the Capital Costs attributable to the Phase IV Project facilities (as such facilities are more fully defined in FERC Docket No. CP06-335) ("Project"), which underlie the Reservation Charge set forth in footnote 1 above, are reasonably estimated to be $300 million (2008 dollars). The monthly Reservation Charge in footnote 1 above shall be adjusted, pursuant to the formula set forth in this footnote 2(a)(i), solely to reflect any difference between the estimated $300 million amount and the amount of Capital Costs attributable to the Project facilities reflected by Pipeline in Pipeline's post-construction cost report filed with the FERC for the Project facilities pursuant to Section 157.20(c)(3) of the FERC's regulations ("Cost Report"). Such monthly Reservation Charge shall be adjusted by an amount per Dth of MDTQ equal to $0.3042 (equivalent to $0.01 per Dth per Day) for each $17 million (2008 dollars) increment of Capital Costs (as reflected in the Cost Report) above or below the estimated $300 million amount. To be clear and for illustrative purposes, if the Capital Costs reflected in the Cost Report are $291.5 million (an $8.5 million decrease compared to the estimated $300 million amount) or $325.5 million (a $25.5 million increase compared to the estimated $300

million amount), the resulting adjustment to the monthly Reservation Charge would be a reduction of $0.1521 per Dth of MDTQ (equivalent to $0.005 per Dth per Day) or an increase of $0.4563 per Dth of MDTQ (equivalent to $0.015 per Dth per Day), respectively. For purposes of this Agreement, the term "Capital Costs" means the total capital costs incurred by Pipeline for the development and construction of the Project, including, without limitation, the allowance for funds used during construction, as such costs are reflected in the Cost Report, including all costs incurred to the date of the Cost Report and estimated to be incurred for final completion of the Project.

(ii) Promptly upon the earlier of (aa) the date on which Pipeline makes a final determination of the actual Capital Costs of the Project or (bb) the last day of the eighteenth (18th) month following the Service Commencement Date, Pipeline shall file a second Cost Report with the Commission that reflects such final actual costs for the Project (and, if necessary, any costs estimated to be incurred for final completion of the Project) and adheres to the form of Cost Report required by Section 157.20(c)(3) of the Commission's regulations ("Final Cost Report"). In a transmittal letter accompanying the filing of such Final Cost Report, Pipeline shall describe the Final Cost Report as superseding and replacing the first Cost Report for the Project. The monthly Reservation Charge in footnote 1 above shall be adjusted for a second time, pursuant to the formula set forth above in footnote 2(a)(i), solely to reflect any difference between the estimated $300 million amount and the amount of Capital Costs attributable to the Project facilities reflected in such Final Cost Report. For the sake of clarity, such second adjustment to the Reservation Charge shall be inclusive of, and not in addition to, the adjustment set forth above in footnote 2(a)(i). The Parties acknowledge that Section 157.20(c)(3) does not contemplate the filing of a second Cost Report, and any rejection by FERC of the filing of the Final Cost Report shall have no effect on the Parties' agreement to make the adjustment to the Reservation Charge contemplated in this footnote 2(a)(ii).

(b) The references to "2008 dollars" in footnote 2(a) are included only as points of reference and are not included to suggest that the dollar amounts reflected in footnote 2(a) are to be adjusted to reflect year of construction or the actual Service Commencement Date or for any other purpose. To be clear, the Parties intend that the capital cost rate adjustments contemplated in footnote 2(a) will be based on the difference between the actual dollars spent as estimated in the Cost Report or the Final Cost Report, as applicable, and $300 million.

3/ True Up

(a)(i) Pipeline shall charge and Customer shall pay Pipeline for service under the Service Agreement the applicable rates established in footnote 1 of this Agreement, without the adjustment(s) required by footnote 2 of this Agreement, for the period extending from the Service Commencement Date until the first Day of the first full calendar month following the date on which Pipeline files the Cost Report with FERC.

(ii) For service under the Service Agreement from the first Day of the first full calendar month following the date on which Pipeline files the Cost Report with FERC until the first Day of the first full calendar month following the date on which Pipeline files the Final Cost Report with FERC, Pipeline shall charge and Customer shall pay Pipeline for such service the applicable rates established in footnote 1 of this Agreement, as adjusted by footnote 2(a)(i) of this Agreement.

(iii) For service under the Service Agreement from the first Day of the first full calendar month following the date on which Pipeline files the Final Cost Report with FERC until the end of the term of this Agreement, Pipeline shall charge and Customer shall pay Pipeline for such service the applicable rates established in footnote 1 of this Agreement, as adjusted by footnote 2(a)(ii) of this Agreement.

STATEMENT OF NEGOTIATED RATES

(b) Any difference between the amount of Reservation Charges that Customer paid Pipeline for service under the Service Agreement during the periods described in footnotes 3(a)(i) and 3(a)(ii) above and the amount of Reservation Charges that Customer would have been required to pay if the rates established in footnote 1 of this Agreement had been adjusted in accordance with footnote 2(a)(ii) of this Agreement as of the Service Commencement Date shall be reconciled by a lump sum payment, or credit, as applicable, as part of the first invoice cycle after such adjustment becomes effective. The monthly amounts reconciled into the lump sum payment or credit shall be adjusted to reflect interest from the date on which the original payment related to each reconciled amount was originally paid to Pipeline until the date on which the lump sum payment or credit is due. If Customer owes an amount to Pipeline under this footnote 3(b), such amount shall be due at the same time as all other amounts are due under the applicable invoice. If Pipeline owes an amount to Customer under this footnote 3(b), such credit shall become effective as of the date of the first invoice after the footnote 2(a)(ii) adjustment. If the credit amount is greater than the amount that Customer owes to Pipeline under such invoice, then Pipeline shall promptly pay Customer such difference. For purposes of the interest calculations contemplated under this footnote 3(b) the amount of interest shall be computed at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the FERC's regulations.

4/ Future Recourse Rates

(a) Notwithstanding anything to the contrary in this Agreement, (i) neither Party shall make a filing with the FERC or any other governmental authority or take any position in any proceeding before the FERC or any other governmental authority that attempts to negate or alter, or is otherwise inconsistent with, any provisions of this Agreement, and (ii) if a Party makes a filing or takes a position in any proceeding in contravention of clause (i) of this footnote 4(a), the other Party shall have all rights to oppose, protest or otherwise challenge such filing or position.

(b) Notwithstanding anything to the contrary in this Agreement, except with respect to (i) the cost deferral provisions related to Pipeline's Phase III project contained in the rate case settlement filed on June 28, 2005, in FERC Docket No. RP04-360 and (ii) any cost deferrals approved by the FERC prior to the date of this Agreement, in the event that Pipeline proposes in any future proceeding before the FERC to defer recovery of any costs for ratemaking purposes, Customer reserves all rights to oppose, protest or otherwise challenge such proposal.

5/ Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the rates set forth in footnote 1 of this Agreement (as adjusted by footnote 2 hereof) are "Negotiated Rates" and will apply only to deliveries under the Service Agreement at the Primary Point(s) of Delivery specified in the Service Agreement from and after the Service Commencement Date, and to other delivery points utilized on a secondary basis. In the event that Customer changes any of the Primary Point(s) of Delivery specified under the Service Agreement, then, unless Pipeline and Customer mutually agree in writing otherwise, this Agreement shall terminate effective immediately and the rates applicable after this Agreement terminates shall be Pipeline's applicable maximum recourse rates in effect pursuant to Pipeline's Tariff. In the event that Customer releases its firm transportation rights (other than through permanent release in accordance with Section 9.6(b)(3) of the GT&C) under the Service Agreement after the Service Commencement Date, Customer shall continue to be obligated to pay Pipeline for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in footnotes 1 and 2 above) exceeds the release rate, provided that Customer shall be entitled to retain the difference, if any, by which the release rate exceeds the Negotiated Rate.

6/ Effect of Negotiated Rates: Pursuant to the GT&C of Pipeline's Tariff, the Negotiated Rates set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum recourse rate(s) in effect pursuant to Pipeline's Tariff shall not apply to or be available to Customer for service under the Service Agreement during the term of this Agreement, notwithstanding any adjustments to such generally applicable maximum recourse rate(s) which may become effective during the term of this Agreement.

STATEMENT OF NEGOTIATED RATES

7/ Refund Obligations: If, at any time and from time to time during the term of this Agreement, Pipeline is collecting its effective maximum recourse rates subject to refund under Section 4 of the NGA, Pipeline shall have no refund obligation to Customer even if the final maximum recourse rates are reduced to a level below the Negotiated Rates set forth herein. Customer's right to receive credits relating to Pipeline's penalty revenue or other similar revenue, if any, applicable to transportation service on Pipeline's system shall be governed by Pipeline's Tariff and any applicable FERC orders and/or regulations.

8/ Pipeline's Tariff: The Parties acknowledge and agree that all terms and conditions of Pipeline's Tariff, as effective from time to time, including provisions for filing of changes in Pipeline's Tariff, are applicable to this Agreement. In the event of a conflict between this Agreement and Pipeline's Tariff, Pipeline's Tariff shall control.

9/ Regulatory Approval: Pipeline shall make a filing with the FERC for approval to implement the Negotiated Rates set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Service of Natural Gas Pipelines issued January 31, 1996, in Docket Nos. RM95-6-000 and RM96-7-000. This Agreement and the Negotiated Rates set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification unacceptable to either Customer or Pipeline.

10/Interpretation: All transportation rates and other dollar amounts set forth in this Agreement are stated in United States dollars.

11/Firm Delivery Points are the Tennessee Interconnect at Dracut, Massachusetts, and the Algonquin Interconnect at Beverly, Massachusetts.

12/This Agreement does not deviate in any material respect from the applicable form of service agreement contained in Pipeline's Tariff.

STATEMENT OF NEGOTIATED RATES

Customer Name: Salmon Resources Ltd. 4/ 8/ 9/ 10/

Contract Number: 8002R2

Rate Schedule: MN365

Reservation Rate: $16.1208 1/ 2/ 3/ 5/ 6/

Usage Rate: $0.0000 1/ 5/ 6/ 7/

Term of Negotiated Rate: These Negotiated Rates shall become effective on March 1, 2009 ("Service Commencement Date"), and shall remain in effect until the earlier of (i) the end of the Day on which the firm service agreement (8002R2) ("Service Agreement") terminates in accordance with its terms, and (ii) end of the last Day of the fifteenth (15th) year following the Service Commencement Date, at which time, unless the Parties mutually agree on an alternative rate, the applicable rate for service under the Service Agreement shall be the maximum recourse rates, Fuel Retainage Percentage and all other applicable charges and surcharges set forth in the Tariff, as modified from time to time.

Quantity: 40,000 Dth/d 1/

Primary Receipt Point: Meter 30012 - Baileyville Border

Primary Delivery Point: 11/

1/ Negotiated Rates: For purposes of this negotiated rate agreement, the word "Agreement" refers to the negotiated rate agreement between Pipeline and Customer as set forth herein. During the period commencing on the Service Commencement Date and extending until the end of the term of this Agreement and subject to all terms, conditions and limitations set forth in this Agreement including but not limited to footnote 2 of this Agreement, for service under the Service Agreement, Pipeline shall charge Customer and Customer shall pay Pipeline the following rates:

(a) a monthly Reservation Charge per Dth of MDTQ equal to $16.1208 (equivalent to $0.5300 per Dth per Day), as adjusted in accordance with footnote 2 below;

(b) a Usage Charge within Tolerances of $0.00 per Dth delivered; and

(c) Pipeline's Fuel Retainage Percentage (and any charge by Pipeline that has been approved by FERC for the recovery of electric power costs associated with any electric compressor units installed on Pipeline's system) and any and all surcharges applicable to Rate Schedule MN365 in effect from time to time pursuant to Pipeline's Tariff; provided that, with respect to surcharges, Customer shall only be required to pay those surcharges that the FERC has required Pipeline to assess and that Pipeline is not permitted to discount.

2/ Reservation Charge Adjustment

(a)(i) Pipeline and Customer acknowledge that the Capital Costs attributable to the Phase IV Project facilities (as such facilities are more fully defined in FERC Docket No. CP06-335) ("Project"), which underlie the Reservation Charge set forth in footnote 1 above, are reasonably estimated to be $300 million (2008 dollars). The monthly Reservation Charge in footnote 1 above shall be adjusted, pursuant to the formula set forth in this footnote 2(a)(i), solely to reflect any difference between the estimated $300 million amount and the amount of Capital Costs attributable to the Project facilities reflected by Pipeline in Pipeline's post-construction cost report filed with the FERC for the Project facilities pursuant to Section 157.20(c)(3) of the FERC's regulations ("Cost Report"). Such monthly Reservation Charge shall be adjusted by an amount per Dth of MDTQ equal to $0.3042 (equivalent to $0.01 per Dth per Day) for each $17 million (2008 dollars) increment of Capital Costs (as reflected in the Cost Report) above or below the estimated $300 million amount. To be clear and for illustrative purposes, if the Capital Costs reflected in the Cost Report are $291.5 million (an $8.5 million decrease compared to the estimated $300 million amount) or $325.5 million (a $25.5 million increase compared to the estimated $300

million amount), the resulting adjustment to the monthly Reservation Charge would be a reduction of $0.1521 per Dth of MDTQ (equivalent to $0.005 per Dth per Day) or an increase of $0.4563 per Dth of MDTQ (equivalent to $0.015 per Dth per Day), respectively. For purposes of this Agreement, the term "Capital Costs" means the total capital costs incurred by Pipeline for the development and construction of the Project, including, without limitation, the allowance for funds used during construction, as such costs are reflected in the Cost Report, including all costs incurred to the date of the Cost Report and estimated to be incurred for final completion of the Project.

(ii) Promptly upon the earlier of (aa) the date on which Pipeline makes a final determination of the actual Capital Costs of the Project or (bb) the last day of the eighteenth (18th) month following the Service Commencement Date, Pipeline shall file a second Cost Report with the Commission that reflects such final actual costs for the Project (and, if necessary, any costs estimated to be incurred for final completion of the Project) and adheres to the form of Cost Report required by Section 157.20(c)(3) of the Commission's regulations ("Final Cost Report"). In a transmittal letter accompanying the filing of such Final Cost Report, Pipeline shall describe the Final Cost Report as superseding and replacing the first Cost Report for the Project. The monthly Reservation Charge in footnote 1 above shall be adjusted for a second time, pursuant to the formula set forth above in footnote 2(a)(i), solely to reflect any difference between the estimated $300 million amount and the amount of Capital Costs attributable to the Project facilities reflected in such Final Cost Report. For the sake of clarity, such second adjustment to the Reservation Charge shall be inclusive of, and not in addition to, the adjustment set forth above in footnote 2(a)(i). The Parties acknowledge that Section 157.20(c)(3) does not contemplate the filing of a second Cost Report, and any rejection by FERC of the filing of the Final Cost Report shall have no effect on the Parties' agreement to make the adjustment to the Reservation Charge contemplated in this footnote 2(a)(ii).

(b) The references to "2008 dollars" in footnote 2(a) are included only as points of reference and are not included to suggest that the dollar amounts reflected in footnote 2(a) are to be adjusted to reflect year of construction or the actual Service Commencement Date or for any other purpose. To be clear, the Parties intend that the capital cost rate adjustments contemplated in footnote 2(a) will be based on the difference between the actual dollars spent as estimated in the Cost Report or the Final Cost Report, as applicable, and $300 million.

3/ True Up

(a)(i) Pipeline shall charge and Customer shall pay Pipeline for service under the Service Agreement the applicable rates established in footnote 1 of this Agreement, without the adjustment(s) required by footnote 2 of this Agreement, for the period extending from the Service Commencement Date until the first Day of the first full calendar month following the date on which Pipeline files the Cost Report with FERC.

(ii) For service under the Service Agreement from the first Day of the first full calendar month following the date on which Pipeline files the Cost Report with FERC until the first Day of the first full calendar month following the date on which Pipeline files the Final Cost Report with FERC, Pipeline shall charge and Customer shall pay Pipeline for such service the applicable rates established in footnote 1 of this Agreement, as adjusted by footnote 2(a)(i) of this Agreement.

(iii) For service under the Service Agreement from the first Day of the first full calendar month following the date on which Pipeline files the Final Cost Report with FERC until the end of the term of this Agreement, Pipeline shall charge and Customer shall pay Pipeline for such service the applicable rates established in footnote 1 of this Agreement, as adjusted by footnote 2(a)(ii) of this Agreement.

STATEMENT OF NEGOTIATED RATES

(b) Any difference between the amount of Reservation Charges that Customer paid Pipeline for service under the Service Agreement during the periods described in footnotes 3(a)(i) and 3(a)(ii) above and the amount of Reservation Charges that Customer would have been required to pay if the rates established in footnote 1 of this Agreement had been adjusted in accordance with footnote 2(a)(ii) of this Agreement as of the Service Commencement Date shall be reconciled by a lump sum payment, or credit, as applicable, as part of the first invoice cycle after such adjustment becomes effective. The monthly amounts reconciled into the lump sum payment or credit shall be adjusted to reflect interest from the date on which the original payment related to each reconciled amount was originally paid to Pipeline until the date on which the lump sum payment or credit is due. If Customer owes an amount to Pipeline under this footnote 3(b), such amount shall be due at the same time as all other amounts are due under the applicable invoice. If Pipeline owes an amount to Customer under this footnote 3(b), such credit shall become effective as of the date of the first invoice after the footnote 2(a)(ii) adjustment. If the credit amount is greater than the amount that Customer owes to Pipeline under such invoice, then Pipeline shall promptly pay Customer such difference. For purposes of the interest calculations contemplated under this footnote 3(b) the amount of interest shall be computed at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the FERC's regulations.

4/ Future Recourse Rates

(a) Notwithstanding anything to the contrary in this Agreement, (i) neither Party shall make a filing with the FERC or any other governmental authority or take any position in any proceeding before the FERC or any other governmental authority that attempts to negate or alter, or is otherwise inconsistent with, any provisions of this Agreement, and (ii) if a Party makes a filing or takes a position in any proceeding in contravention of clause (i) of this footnote 4(a), the other Party shall have all rights to oppose, protest or otherwise challenge such filing or position.

(b) Notwithstanding anything to the contrary in this Agreement, except with respect to (i) the cost deferral provisions related to Pipeline's Phase III project contained in the rate case settlement filed on June 28, 2005, in FERC Docket No. RP04-360 and (ii) any cost deferrals approved by the FERC prior to the date of this Agreement, in the event that Pipeline proposes in any future proceeding before the FERC to defer recovery of any costs for ratemaking purposes, Customer reserves all rights to oppose, protest or otherwise challenge such proposal.

5/ Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Agreement, the rates set forth in footnote 1 of this Agreement (as adjusted by footnote 2 hereof) are "Negotiated Rates" and will apply only to deliveries under the Service Agreement at the Primary Point(s) of Delivery specified in the Service Agreement from and after the Service Commencement Date, and to other delivery points utilized on a secondary basis. In the event that Customer changes any of the Primary Point(s) of Delivery specified under the Service Agreement, then, unless Pipeline and Customer mutually agree in writing otherwise, this Agreement shall terminate effective immediately and the rates applicable after this Agreement terminates shall be Pipeline's applicable maximum recourse rates in effect pursuant to Pipeline's Tariff. In the event that Customer releases its firm transportation rights (other than through permanent release in accordance with Section 9.6(b)(3) of the GT&C) under the Service Agreement after the Service Commencement Date, Customer shall continue to be obligated to pay Pipeline for the difference, if any, by which the Negotiated Rate (and all other applicable rates contemplated in footnotes 1 and 2 above) exceeds the release rate, provided that Customer shall be entitled to retain the difference, if any, by which the release rate exceeds the Negotiated Rate.

6/ Effect of Negotiated Rates: Pursuant to the GT&C of Pipeline's Tariff, the Negotiated Rates set forth herein shall collectively constitute a "negotiated rate." The Parties, by execution of this Agreement, agree that the otherwise generally applicable maximum recourse rate(s) in effect pursuant to Pipeline's Tariff shall not apply to or be available to Customer for service under the Service Agreement during the term of this Agreement, notwithstanding any adjustments to such generally applicable maximum recourse rate(s) which may become effective during the term of this Agreement.

STATEMENT OF NEGOTIATED RATES

7/ Refund Obligations: If, at any time and from time to time during the term of this Agreement, Pipeline is collecting its effective maximum recourse rates subject to refund under Section 4 of the NGA, Pipeline shall have no refund obligation to Customer even if the final maximum recourse rates are reduced to a level below the Negotiated Rates set forth herein. Customer's right to receive credits relating to Pipeline's penalty revenue or other similar revenue, if any, applicable to transportation service on Pipeline's system shall be governed by Pipeline's Tariff and any applicable FERC orders and/or regulations.

8/ Pipeline's Tariff: The Parties acknowledge and agree that all terms and conditions of Pipeline's Tariff, as effective from time to time, including provisions for filing of changes in Pipeline's Tariff, are applicable to this Agreement. In the event of a conflict between this Agreement and Pipeline's Tariff, Pipeline's Tariff shall control.

9/ Regulatory Approval: Pipeline shall make a filing with the FERC for approval to implement the Negotiated Rates set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Service of Natural Gas Pipelines issued January 31, 1996, in Docket Nos. RM95-6-000 and RM96-7-000. This Agreement and the Negotiated Rates set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification unacceptable to either Customer or Pipeline.

10/Interpretation: All transportation rates and other dollar amounts set forth in this Agreement are stated in United States dollars.

11/Firm Delivery Points are the Tennessee Interconnect at Dracut, Massachusetts, and the Algonquin Interconnect at Beverly, Massachusetts.

12/This Agreement does not deviate in any material respect from the applicable form of service agreement contained in Pipeline's Tariff.

STATEMENT OF NEGOTIATED RATES

Customer Name: Excelerate Energy Limited Partnership

Contract Number: 210158

Rate Schedule: MNIT 9/

Reservation Rate: N/A

Usage Rate: 1/ 2/ 3/ 4/ 5/ 6/

Term of Negotiated Rate: 7/ 8/

Quantity: 220,000 Dth/day

Primary Receipt Point: 10/

Primary Delivery Point: 11/

Footnotes:

1/ Negotiated Rates: During the term of this negotiated rate, as defined in Footnote 7 below, and subject to all terms, conditions and limitations set forth in this Statement of Negotiated Rates ("Statement") including but not limited to Footnote 3 of this Statement, for service under the Service Agreement, Pipeline shall charge Customer and Customer shall pay Pipeline the following rates:

(a) a Usage Charge within Tolerances of USD $0.25 per Dth delivered; and

(b) Pipeline's Fuel Retainage Percentage (and any charge by Pipeline that has been approved by the Federal Energy Regulatory Commission ("FERC") for the recovery of electric power costs associated with any electric compressor units installed on Pipeline's system) and any and all surcharges applicable to Rate Schedule MNIT in effect from time to time pursuant to Pipeline's Tariff.

2/ Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Statement, the Negotiated Rates set forth in Footnote 1 will apply only to deliveries under the Service Agreement up to the Maximum Daily Transportation Quantity ("MDTQ") as provided under the Service Agreement from the Pipeline's interconnect with Algonquin Gas Transmission, LLC's pipeline system at Beverly, Massachusetts ("Algonquin Interconnect") to Tennessee Gas Pipeline Company's system at Dracut, Massachusetts ("Tennessee Interconnect"). Deliveries under the Service Agreement to any delivery point(s) other than those listed in the previous sentence shall be billed, and Customer agrees to pay for such deliveries, at Pipeline's applicable maximum Recourse Rates in effect pursuant to Pipeline's Tariff.

3/ Effect of Negotiated Rates: Pursuant to the General Terms & Conditions ("GT&C") of Pipeline's Tariff, the Negotiated Rates set forth herein shall collectively constitute a "negotiated rate." Customer agrees that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Pipeline's Tariff shall not apply to or be available to Customer for service under the Service Agreement during the term of this Statement (except to the extent expressly stated in Footnote 2 above or at any and all times when the Negotiated Rates are not otherwise applicable to service under the Service Agreement pursuant to the terms of this Statement), notwithstanding any adjustments to such generally applicable maximum Recourse Rate(s) which may become effective during the term of this Statement.

Effective Date: 05/07/2010 Status: Pending
FERC Docket: RP10-585-000

First Revised Sheet No. 9P First Revised Sheet No. 9P
Superseding: Original Sheet No. 9P

Sheet No. 9P was previously issued,
but is now reserved for future use.

STATEMENT OF NEGOTIATED RATES

Customer Name: Excelerate Energy Limited Partnership

Contract Number: 210158 (continued)

4/ Minimum Revenue Payment ("MRP"): In the event that Customer does not transport under the Service Agreement by the end of the last Gas Day of the first (1st) year of service following the Service Commencement Date, as defined below in Footnote 7, aggregate quantities which generate at least USD $3 million in revenue to Pipeline ("Year 1 MRP"), then Customer shall pay to Pipeline the positive difference between the Year 1 MRP and the amount owed to Pipeline for the actual quantities transported under the Service Agreement. Further, in the event that Customer does not transport under the Service Agreement during the period extending from the beginning of the first Gas Day of the second (2nd) year of service following the Service Commencement Date through the end of the last Gas Day of such second (2nd) year of service aggregate quantities which generate at least USD $1 million in revenue to Pipeline ("Year 2 MRP"), then Customer shall pay to Pipeline the positive difference between the Year 2 MRP and the amount owed to Pipeline for the actual quantities transported under the Service Agreement. Any amount paid to Pipeline for actual quantities delivered in the Year 1 MRP in excess of Customer's Year 1 MRP of USD $3 million will be applied against Customer's Year 2 MRP of USD $1 million.

5/ Minimum Revenue Payment Crediting: In addition, during the period from the beginning of the Year 1 MRP and the end of the Year 2 MRP periods any incremental revenue amounts paid to Pipeline by Pipeline's other customers for actual quantities delivered under interruptible transportation service agreements from the existing system Receipt Point at Beverly, Massachusetts to existing delivery points upstream or downstream of Methuen, Massachusetts on the non-Phase III portion of Pipeline's system will be credited against the MRP; provided, such credit shall also apply to incremental revenue amounts paid to Pipeline by other customers for such flows under firm transportation service agreements having a Primary Receipt Point for the entire MDTQ thereunder at Beverly, Massachusetts and Primary Delivery Points upstream or downstream of Methuen, Massachusetts on the non-Phase III portion of Pipeline's system; provided further, in no event will the MRP be reduced below USD $0.00.

6/ No Refund Obligations: If, at any time and from time to time during the term of this Statement, Pipeline is collecting its effective maximum recourse rates subject to refund under Section 4 of the Natural Gas Act ("NGA"), Pipeline shall have no refund obligation to Customer even if the final maximum recourse rates are reduced to a level below the Negotiated Rates set forth herein. Customer's right to receive credits relating to Pipeline's penalty revenue or other similar revenue, if any, applicable to transportation service on Pipeline's system shall be governed by Pipeline's Tariff and any applicable FERC orders and/or regulations.

7/ Term: This negotiated rate shall be effective on the later of (i) December 1, 2009, or (ii) the date that all of the conditions precedent set forth in Paragraph 6 of the Precedent Agreement executed between Pipeline and Customer dated April 23, 2009 are satisfied or waived ("Service Commencement Date") and shall remain in effect for four (4) years thereafter, at which time, unless Pipeline and Customer mutually agree on an alternative rate, the applicable rate for service under the Service Agreement shall be the maximum recourse rates, Fuel Retainage Percentage and all other applicable charges and surcharges set forth in the Tariff, as amended from time to time.

Effective Date: 05/07/2010 Status: Pending
FERC Docket: RP10-585-000

First Revised Sheet No. 9Q First Revised Sheet No. 9Q
Superseding: Original Sheet No. 9Q

Sheet No. 9Q was previously issued,
but is now reserved for future use.

STATEMENT OF NEGOTIATED RATES

Customer Name: Excelerate Energy Limited Partnership

Contract Number: 210158 (continued)

8/ Pipeline shall make a filing with the FERC to implement the Negotiated Rates set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Service of Natural Gas Pipelines issued January 31, 1996, in Docket Nos. RM95-6-000 and RM96-7-000. This Statement and the Negotiated Rates set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification.

9/ Pipeline's Tariff: Pipeline and Customer acknowledge and agree that all terms and conditions of Pipeline's Tariff, as effective from time to time, including provisions for filing of changes in Pipeline's Tariff, are applicable to this Statement. In the event of a conflict between this Statement and Pipeline's Tariff, Pipeline's Tariff shall control.

10/ The Receipt Point for purposes of this Negotiated Rate is the Algonquin Interconnect.

11/ The Delivery Point for purposes of this Negotiated Rate is the Tennessee Interconnect.

12/ This Statement does not deviate in any material respect from the applicable form of service agreement contained in Pipeline's Tariff.

Effective Date: 05/07/2010 Status: Pending
FERC Docket: RP10-585-000

First Revised Sheet No. 9R First Revised Sheet No. 9R
Superseding: Original Sheet No. 9R

Sheet No. 9R was previously issued,
but is now reserved for future use.

STATEMENT OF NEGOTIATED RATES

Customer Name: Excelerate Gas Marketing, Limited Partnership

Contract Number: 210165

Rate Schedule: MNIT 9/

Reservation Rate: N/A

Usage Rate: 1/ 2/ 3/ 4/ 5/ 6/

Term of Negotiated Rate: 7/ 8/

Quantity: 220,000 Dth/day

Primary Receipt Point: 10/

Primary Delivery Point: 11/

Footnotes:

1/ Negotiated Rates: During the term of this negotiated rate, as defined in Footnote 7 below, and subject to all terms, conditions and limitations set forth in this Statement of Negotiated Rates ("Statement") including but not limited to Footnote 3 of this Statement, for service under the Service Agreement, Pipeline shall charge Customer and Customer shall pay Pipeline the following rates:

(a) a Usage Charge within Tolerances of USD $0.25 per Dth delivered; and

(b) Pipeline's Fuel Retainage Percentage (and any charge by Pipeline that has been approved by the Federal Energy Regulatory Commission ("FERC") for the recovery of electric power costs associated with any electric compressor units installed on Pipeline's system) and any and all surcharges applicable to Rate Schedule MNIT in effect from time to time pursuant to Pipeline's Tariff.

2/ Applicability of Negotiated Rates: Notwithstanding anything to the contrary in this Statement, the Negotiated Rates set forth in Footnote 1 will apply only to deliveries under the Service Agreement up to the Maximum Daily Transportation Quantity ("MDTQ") as provided under the Service Agreement from the Pipeline's interconnect with Algonquin Gas Transmission, LLC's pipeline system at Beverly, Massachusetts ("Algonquin Interconnect") to Tennessee Gas Pipeline Company's system at Dracut, Massachusetts ("Tennessee Interconnect"). Deliveries under the Service Agreement to any delivery point(s) other than those listed in the previous sentence shall be billed, and Customer agrees to pay for such deliveries, at Pipeline's applicable maximum Recourse Rates in effect pursuant to Pipeline's Tariff.

3/ Effect of Negotiated Rates: Pursuant to the General Terms & Conditions ("GT&C") of Pipeline's Tariff, the Negotiated Rates set forth herein shall collectively constitute a "negotiated rate." Customer agrees that the otherwise generally applicable maximum Recourse Rate(s) in effect pursuant to Pipeline's Tariff shall not apply to or be available to Customer for service under the Service Agreement during the term of this Statement (except to the extent expressly stated in Footnote 2 above or at any and all times when the Negotiated Rates are not otherwise applicable to service under the Service Agreement pursuant to the terms of this Statement), notwithstanding any adjustments to such generally applicable maximum Recourse Rate(s) which may become effective during the term of this Statement.

STATEMENT OF NEGOTIATED RATES

Customer Name: Excelerate Gas Marketing, Limited Partnership

Contract Number: 210165 (continued)

4/ Minimum Revenue Payment ("MRP"): In the event that Customer does not transport under the Service Agreement by the end of the Gas Day on November 30, 2010, aggregate quantities which generate at least USD $3 million in revenue to Pipeline ("Year 1 MRP"), then Customer shall pay to Pipeline the positive difference between the Year 1 MRP and the amount owed to Pipeline for the actual quantities transported under the Service Agreement. Further, in the event that Customer does not transport under the Service Agreement during the period extending from the beginning of the Gas Day on December 1, 2010 through the end of the Gas Day on November 30, 2011 aggregate quantities which generate at least USD $1 million in revenue to Pipeline ("Year 2 MRP"), then Customer shall pay to Pipeline the positive difference between the Year 2 MRP and the amount owed to Pipeline for the actual quantities transported under the Service Agreement. Any amount paid to Pipeline for actual quantities delivered in the Year 1 MRP in excess of Customer's Year 1 MRP of USD $3 million will be applied against Customer's Year 2 MRP of USD $1 million.

5/ Minimum Revenue Payment Crediting: In addition, during the period from December 1, 2009 and the end of the Year 2 MRP period any incremental revenue amounts paid to Pipeline by Pipeline's other customers for actual quantities delivered under interruptible transportation service agreements from the existing system Receipt Point at Beverly, Massachusetts to existing delivery points upstream or downstream of Methuen, Massachusetts on the non-Phase III portion of Pipeline's system will be credited against the MRP; provided, such credit shall also apply to incremental revenue amounts paid to Pipeline by other customers for such flows under firm transportation service agreements having a Primary Receipt Point for the entire MDTQ thereunder at Beverly, Massachusetts and Primary Delivery Points upstream or downstream of Methuen, Massachusetts on the non-Phase III portion of Pipeline's system; provided further, in no event will the MRP be reduced below USD $0.00.

6/ No Refund Obligations: If, at any time and from time to time during the term of this Statement, Pipeline is collecting its effective maximum recourse rates subject to refund under Section 4 of the Natural Gas Act ("NGA"), Pipeline shall have no refund obligation to Customer even if the final maximum recourse rates are reduced to a level below the Negotiated Rates set forth herein. Customer's right to receive credits relating to Pipeline's penalty revenue or other similar revenue, if any, applicable to transportation service on Pipeline's system shall be governed by Pipeline's Tariff and any applicable FERC orders and/or regulations.

7/ Term: This negotiated rate shall be effective on December 18, 2009 and shall remain in effect until November 30, 2013, at which time, unless Pipeline and Customer mutually agree on an alternative rate, the applicable rate for service under the Service Agreement shall be the maximum recourse rates, Fuel Retainage Percentage and all other applicable charges and surcharges set forth in the Tariff, as amended from time to time.

STATEMENT OF NEGOTIATED RATES

Customer Name: Excelerate Gas Marketing, Limited Partnership

Contract Number: 210165 (continued)

8/ Pipeline shall make a filing with the FERC to implement the Negotiated Rates set forth herein pursuant to the NGA, the FERC's regulations promulgated under the NGA, and the FERC's Statement of Policy Alternatives to Traditional Cost of Service Ratemaking for Natural Gas Pipelines and Regulation of Negotiated Transportation Service of Natural Gas Pipelines issued January 31, 1996, in Docket Nos. RM95-6-000 and RM96-7-000. This Statement and the Negotiated Rates set forth herein shall not apply to service under the Service Agreement unless and until the FERC approves such filing without condition and/or modification.

9/ Pipeline's Tariff: Pipeline and Customer acknowledge and agree that all terms and conditions of Pipeline's Tariff, as effective from time to time, including provisions for filing of changes in Pipeline's Tariff, are applicable to this Statement. In the event of a conflict between this Statement and Pipeline's Tariff, Pipeline's Tariff shall control.

10/ The Receipt Point for purposes of this Negotiated Rate is the Algonquin Interconnect.

11/ The Delivery Point for purposes of this Negotiated Rate is the Tennessee Interconnect.

12/ This Statement does not deviate in any material respect from the applicable form of service agreement contained in Pipeline's Tariff.

Rate Schedule MNPAL
Park and Loan Service

	Base Tariff Rate 1/	$/DTH Adj.	Total Rate
Daily MNPAL Charge:			
Maximum	$ .7800	-	$0.7800
Minimum	$0.0000	-	$0.0000

1/ The Base Tariff Rate is the effective rate on file with the Commission excluding adjustments approved by the Commission.

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Second Revised Sheet No. 10 Second Revised Sheet No. 10
Superseding: First Revised First Revised Sheet No. 10

Rate Schedule MNPAL
Park and Loan Service

	Base Tariff Rate 1/	$/DTH Adj.	Total Rate
Daily MNPAL Charge:			
Maximum	$0.6049	-	$0.6049
Minimum	$0.0000	-	$0.0000

1/ The Base Tariff Rate is the effective rate on file with the Commission excluding adjustments approved by the Commission.

Effective Date: 01/01/2010 Status: Effective
FERC Docket: RP09-809-002

Sub First Rev Twelfth Rev Sheet No. 11 Sub First Rev Twelfth Rev Sheet No. 11
Superseding: First Rev Twelfth Revised Sheet No. 11

FUEL RETAINAGE PERCENTAGES

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C

Winter Period (November 1 - March 31)	0.86%
Non-Winter Period (April 1 - October 31)	0.86%

FUEL RETAINAGE PERCENTAGES

FUEL RETAINAGE PERCENTAGE: PURSUANT TO SECTION 20 OF THE GT&C

Winter Period (November 1 - March 31)	1.31%
Non-Winter Period (April 1 - October 31)	1.31%

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Tenth Revised Sheet No. 12 Tenth Revised Sheet No. 12
Superseding: Ninth Revised Sheet No. 12

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
VEAZIE LATERAL				
Reservation Charge:				
Maximum	$0.5511	-	-	$0.5511
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0181	$0.0000	-	$0.0181
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0017.

Effective Date: 10/01/2009 Status: Effective
FERC Docket: RP09-937-000

Eleventh Revised Sheet No. 12 Eleventh Revised Sheet No. 12
Superseding: Tenth Revised Sheet No. 12

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
VEAZIE LATERAL				
Reservation Charge:				
Maximum	$0.5511	-	-	$0.5511
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0181	$0.0000	-	$0.0181
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0019.

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Tenth Revised Sheet No. 13 Tenth Revised Sheet No. 13
Superseding: Ninth Revised Sheet No. 13

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
NEWINGTON LATERAL				
Reservation Charge:				
Maximum	$0.3074	-	-	$0.3074
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0101	$0.0000	-	$0.0101
Minimum	$0.0000	$0.0000	-	$0.0000
WESTBROOK LATERAL				
Reservation Charge:				
Maximum	$5.5405	-	-	$5.5405
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.1822	$0.0000	-	$0.1822
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0017.

Eleventh Revised Sheet No. 13 Eleventh Revised Sheet No. 13
Superseding: Tenth Revised Sheet No. 13

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
NEWINGTON LATERAL				
Reservation Charge:				
Maximum	$0.3074	-	-	$0.3074
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0101	$0.0000	-	$0.0101
Minimum	$0.0000	$0.0000	-	$0.0000
WESTBROOK LATERAL				
Reservation Charge:				
Maximum	$5.5405	-	-	$5.5405
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.1822	$0.0000	-	$0.1822
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0019.

Effective Date: 08/01/2009 Status: Suspended
FERC Docket: RP09-809-000

Eleventh Revised Sheet No. 14 Eleventh Revised Sheet No. 14
Superseding: Tenth Revised Sheet No. 14

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
BANGOR GAS/BUCKSPORT LATERAL				
Reservation Charge:				
Maximum	$0.2799	-	-	$0.2799
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0092	$0.0000	-	$0.0092
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0017.

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
BANGOR GAS/BUCKSPORT LATERAL				
Reservation Charge:				
Maximum	$0.2799	-	-	$0.2799
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0092	$0.0000	-	$0.0092
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0019.

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
HAVERHILL LATERAL				
Reservation Charge:				
Maximum	$0.6160	-	-	$0.6160
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0203	$0.0000	-	$0.0203
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0017.

Rate Schedule MNLFT
Firm Lateral Service
(All rates in $/Dth)

	Base Tariff Rate 1/	ACA Adj. 2/	Adj.	Total Rate
HAVERHILL LATERAL				
Reservation Charge:				
Maximum	$0.6160	-	-	$0.6160
Minimum	$0.0000	-	-	$0.0000
Usage Charge: within Tolerances				
Maximum	$0.0000	$0.0000	-	$0.0000
Minimum	$0.0000	$0.0000	-	$0.0000
Usage Charge: outside Tolerances				
Maximum	$0.0203	$0.0000	-	$0.0203
Minimum	$0.0000	$0.0000	-	$0.0000

1/ The Base Tariff is the effective rate on file with the Commission excluding adjustments approved by the Commission.

2/ The ACA Surcharge will only apply if the MNLFT Customer has not paid an ACA Surcharge for the same gas volumes transported under another rate schedule. The current ACA Surcharge Rate is $0.0019.

SHEET NOS. 16 THROUGH 19

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.

Rate Schedule MNTTT
Title Transfer Tracking Service

	Base Tariff Rate 1/	$/Transaction Adj.	Total Rate
TTT Service Charge:			
Maximum	$5.0700	-	$5.0700
Minimum	$0.0000	-	$0.0000

1/ The Base Tariff Rate is the effective rate on file with the Commission excluding adjustments approved by the Commission.

SHEET NOS. 21 THROUGH 99

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.

RATE SCHEDULES
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RATE SCHEDULE MN365

365 DAY FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called ("Customer"), which has requested firm transportation service pursuant to Section 3 of the GT&C of Pipeline's Tariff and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for firm service under this Rate Schedule. Notwithstanding the immediately preceding sentence, this Rate Schedule is not available for service on any portion of Pipeline's system designated as an Incremental Lateral.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year, and will be firm, except as provided herein, in the effective Service Agreement and in Pipeline's GT&C.

2.2 Pipeline will receive for Customer's account for transpor tation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting a Fuel Retainage Quantity as determined in GT&C Section 20, and, on a cumulative basis in any Service Year, up to Customer's Maximum Annual Transportation Quantity ("MATQ"), plus amounts reflecting the Fuel Retainage Quantity, at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ and MATQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ, and, on a cumulative basis, up to Customer's MATQ, at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

3. RATES

3.1 The applicable unit rates for service hereunder are set forth in the currently effective Sheet Nos. 7, 8 and 9 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 7 and 8. In the event that the Pipeline and Customer agree in writing to a rate that exceeds the maximum rate or is less than the minimum rate for Rate Schedule MN365 set forth on the effective Sheet Nos. 7 and 8, Pipeline shall identify the rate on the effective Sheet No. 9 for negotiated rates.

3.2 Effective as of the Date of Commencement of Service, as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

3. RATES

3.1 The applicable unit recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MN365 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MN365. In the event that the Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates.

3.2 Effective as of the Date of Commencement of Service, as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) The Reservation Charge, as set forth on Sheet Nos. 7, 8, and 9, multiplied by the MDTQ.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8 and 9, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) The Reservation Charge, as set forth on the Statement of Rates for Rate Schedule MN365 or the Statement(s) of Negotiated Rates, as applicable, multiplied by the MDTQ.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Statement of Rates for Rate Schedule MN365 or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Statement of Rates for Rate Schedule MN365 or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on Statement of Rates for Rate Schedule MN365 or the Statement(s) of Negotiated Rates, as applicable, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff. With respect to Phase III Only service, Customer shall not have the right (a) to segment, either through capacity release (under Section 9 of the GT&C) or by nomination, any portion of the Maritimes mainline system located upstream of Methuen, Massachusetts, and/or (b) to any secondary receipt and delivery point rights upstream of Methuen, Massachusetts.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY (continued)

4.3 [Reserved for Future Use]

4.4 Notwithstanding anything to the contrary in Sections 4.1 and 4.2 of this Rate Schedule, no point of interconnection between the facilities of Pipeline and the facilities of another operator that is located on any portion of Pipeline's system designated as an Incremental Lateral (other than point(s) of interconnection between Pipeline's mainline and any Incremental Lateral) shall be available under this Rate Schedule as a Primary or Secondary Point of Receipt or a Primary or Secondary Point of Delivery.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Rate Schedule, Customer must nominate service in accordance with Sections 5 and 6 of the GT&C.

6. IMBALANCES

Imbalances are defined in Section 11.1 of the GT&C. Resolution of imbalances between receipts and deliveries associated with transportation under this Rate Schedule and Service Agreements under this Rate Schedule are governed by and resolved pursuant to Section 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other Customers.

RATE SCHEDULE MN365
365 DAY FIRM TRANSPORTATION SERVICE
(continued)

8. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

All of the GT&C of Pipeline's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called ("Customer"), which has requested firm transportation service pursuant to Section 3 of the GT&C of Pipeline's Tariff and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for firm service under this Rate Schedule. Notwithstanding the immediately preceding sentence, this Rate Schedule is not available for service on any portion of Pipeline's system designated as an Incremental Lateral.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available during the period commencing November 1 and ending March 31 of each Service Year, and will be firm except as provided herein, in the effective Service Agreement and in Pipeline's GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Section 20, and, on a cumulative basis in any Service Year, up to Customer's Maximum Annual Transportation Quantity ("MATQ"), plus amounts reflecting the Fuel Retainage Quantity, at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ and MATQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ, and, on a cumulative basis, up to Customer's MATQ, at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

3. RATES

3.1 The applicable unit rates for service hereunder are set forth in the currently effective Sheet Nos. 7, 8, and 9 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 7 and 8. In the event that the Pipeline and Customer agree in writing to a rate that exceeds the maximum rate or is less than the minimum rate for Rate Schedule MN151 set forth on the effective Sheet Nos. 7 and 8, Pipeline shall identify the rate on the effective Sheet No. 9 for negotiated rates.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

3. RATES

3.1 The applicable unit recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MN151 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MN151. In the event that the Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) The Reservation Charge, as set forth on Sheet Nos. 7, 8, and 9, multiplied by the MDTQ.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8 and 9, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) The Reservation Charge, as set forth on the effective Statement of Rates for Rate Schedule MN151 or the Statement(s) of Negotiated Rates, as applicable, multiplied by the MDTQ.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Statement of Rates for Rate Schedule MN151 or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Statement of Rates for Rate Schedule MN151 or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on Statement of Rates for Rate Schedule MN151 or the Statement(s) of Negotiated Rates, as applicable, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(4) The Phase III Usage Surcharge, as set forth on Sheet Nos. 7, 7A, 8, 8A, and 9, multiplied by the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement attributable, in whole or in part, to transportation of gas on Pipeline's facilities between Methuen, Massachusetts and Beverly, Massachusetts.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff. With respect to Phase III Only service, Customer shall not have the right (a) to segment, either through capacity release (under Section 9 of the GT&C) or by nomination, any portion of the Maritimes mainline system located upstream of Methuen, Massachusetts, and/or (b) to any secondary receipt and delivery point rights upstream of Methuen, Massachusetts.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.3 [Reserved for Future Use]

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.3 [Reserved for Future Use]

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY (continued)

4.4 Notwithstanding anything to the contrary in Sections 4.1 and 4.2 of this Rate Schedule, no point of interconnection between the facilities of Pipeline and the facilities of another operator that is located on any portion of Pipeline's system designated as an Incremental Lateral (other than point(s) of interconnection between Pipeline's mainline and any Incremental Lateral) shall be available under this Rate Schedule as a Primary or Secondary Point of Receipt or a Primary or Secondary Point of Delivery.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Rate Schedule, Customer must nominate service in accordance with Sections 5 and 6 of the GT&C.

6. IMBALANCES

Imbalances are defined in Section 11.1 of the GT&C. Resolution of imbalances between receipts and deliveries associated with transportation under this Rate Schedule and Service Agreements under this Rate Schedule are governed by and resolved pursuant to Section 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other Customers.

RATE SCHEDULE MN151
151 DAY FIRM TRANSPORTATION SERVICE
(continued)

8. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

All of the GT&C of Pipeline's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called ("Customer"), which has requested firm transportation service pursuant to Section 3 of the GT&C of Pipeline's Tariff and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for firm service under this Rate Schedule. Notwithstanding the immediately preceding sentence, this Rate Schedule is not available for service on any portion of Pipeline's system designated as an Incremental Lateral.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available during the period commencing December 1 through the end of February of each Service Year, and will be firm except as provided herein, in the effective Service Agreement and in Pipeline's GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Section 20, and, on a cumulative basis in any Service Year, up to Customer's Maximum Annual Transportation Quantity ("MATQ"), plus amounts reflecting the Fuel Retainage Quantity, at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ and MATQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ, and, on a cumulative basis, up to Customer's MATQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

3. RATES

3.1 The applicable unit rates for service hereunder are set forth in the currently effective Sheet Nos. 7, 8, and 9 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 7 and 8. In the event that the Pipeline and Customer agree in writing to a rate that exceeds the maximum rate or is less than the minimum rate for Rate Schedule MN90 set forth on the effective Sheet Nos. 7 and 8, Pipeline shall identify the rate on the effective Sheet No. 9 for negotiated rates.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

3. RATES

3.1 The applicable unit recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MN90 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MN90. In the event that the Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) The Reservation Charge, as set forth on Sheet Nos. 7, 8, and 9, multiplied by the MDTQ.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8 and 9, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) The Reservation Charge, as set forth on the effective Statement of Rates for Rate Schedule MN90 or the Statement(s) of Negotiated Rates, as applicable, multiplied by the MDTQ.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MN90 or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MN90 or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MN90 or the Statement(s) of Negotiated Rates, as applicable, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(4) The Phase III Usage Surcharge, as set forth on Sheet Nos. 7, 7A, 8, 8A, and 9, multiplied by the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement attributable, in whole or in part, to transportation of gas on Pipeline's facilities between Methuen, Massachusetts and Beverly, Massachusetts.

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff. With respect to Phase III Only service, Customer shall not have the right (a) to segment, either through capacity release (under Section 9 of the GT&C) or by nomination, any portion of the Maritimes mainline system located upstream of Methuen, Massachusetts, and/or (b) to any secondary receipt and delivery point rights upstream of Methuen, Massachusetts.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.3 [Reserved for Future Use]

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.3 [Reserved for Future Use]

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY (continued)

4.4. Notwithstanding anything to the contrary in Sections 4.1 and 4.2 of this Rate Schedule, no point of interconnection between the facilities of Pipeline and the facilities of another operator that is located on any portion of Pipeline's System designated as an Incremental Lateral (other than point(s) of interconnection between Pipeline's mainline and any Incremental Lateral) shall be available under this Rate Schedule as a Primary or Secondary Point of Receipt or a Primary or Secondary Point of Delivery.

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Rate Schedule, Customer must nominate service in accordance with Sections 5 and 6 of the GT&C.

6. IMBALANCES

Imbalances are defined in Section 11.1 of the GT&C. Resolution of imbalances associated with transportation under this Rate Schedule and Service Agreements under this Rate Schedule are governed by and resolved pursuant to Section 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other Customers.

RATE SCHEDULE MN90
90 DAY FIRM TRANSPORTATION SERVICE
(continued)

8. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

All of the GT&C of Pipeline's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called ("Customer"), which has requested firm transportation service pursuant to Section 3 of the GT&C of Pipeline's Tariff and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for firm service under this Rate Schedule. Notwithstanding the immediately preceding sentence, this Rate Schedule is not available for service on any portion of Pipeline's system designated as an Incremental Lateral.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service under this Rate Schedule is not available during the period from December 1 through the end of February of any Service Year. Except as limited in the foregoing sentence, service hereunder shall be available during any Service Year for any period of consecutive Days agreed upon in writing between Customer and Pipeline and specified in the executed Service Agreement, on a firm basis except as provided herein, in the effective Service Agreement and in Pipeline's GT&C; provided, however, Pipeline shall have the right to interrupt service to Customer for up to 275 Days (consecutive or non-consecutive) or any lesser number of Days during any Service Year as agreed upon in writing between Customer and Pipeline and specified in the executed Service Agreement.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Section 20, and on a cumulative basis in any Service Year, up to Customer's Maximum Annual Transportation Quantity ("MATQ"), plus amounts reflecting the Fuel Retainage Quantity, at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ and MATQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ, and, on a cumulative basis, up to Customer's MATQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities. Pipeline is free to contract at any time with other parties for new transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder insofar as the service is interruptible hereunder.

3. RATES

3.1 The applicable unit rates for service hereunder are set forth in the currently effective Sheet No. 7, 8, 9 and 10 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 7, 8, and 9. In the event that the Pipeline and Customer agree in writing to a rate that exceeds the maximum rate or is less than the minimum rate for Rate Schedule MNOP set forth on the effective Sheet Nos. 7, 8, and 9, Pipeline shall identify the rate on the effective Sheet No. 10 for negotiated rates.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities. Pipeline is free to contract at any time with other parties for new transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder insofar as the service is interruptible hereunder.

3. RATES

3.1 The applicable unit recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MNOP of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MNOP. In the event that the Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge, and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) the difference between:

(a) The Reservation Charge, as set forth on Sheet Nos. 7, 8, and 9, multiplied by the MDTQ; and

(b) The Reservation Charge, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of service interrupted during the Month by Pipeline.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

3.2 Effective as of the Date of Commencement of Service as provided for in the effective Service Agreement, Pipeline shall charge, and Customer shall pay Pipeline for mainline transportation service, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

(A) Reservation Charge, as determined pursuant to Section 3.1 herein, consisting of the following:

(1) the difference between:

(a) The Reservation Charge, as set forth on the effective Statement of Rates for Rate Schedule MNOP or the Statement(s) of Negotiated Rates, as applicable, multiplied by the MDTQ; and

(b) The Reservation Charge, as set forth on the effective Statement of Rates for Rate Schedule MNOP or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of service interrupted during the Month by Pipeline.

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNOP or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNOP or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the applicable Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

(C) Notwithstanding the foregoing, Pipeline and Customer may agree in writing to payment over a period less than twelve (12) Months during a Service Year with the rate adjusted as necessary.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the applicable Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNOP or the Statement(s) of Negotiated Rates, as applicable, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

(C) Notwithstanding the foregoing, Pipeline and Customer may agree in writing to payment over a period less than twelve (12) Months during a Service Year with the rate adjusted as necessary.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff. With respect to Phase III Only service, Customer shall not have the right (a) to segment, either through capacity release (under Section 9 of the GT&C) or by nomination, any portion of the Maritimes mainline system located upstream of Methuen, Massachusetts, and/or (b) to any secondary receipt and delivery point rights upstream of Methuen, Massachusetts.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations or to receive Company Use Gas at maximum deliverability levels or if the resulting aggregate MDRO's would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the Service Agreement

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY (continued)

between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery, or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) for Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.3 [Reserved for Future Use]

4.4 Notwithstanding anything to the contrary in Sections 4.1 and 4.2 of this Rate Schedule, no point of interconnection between the facilities of Pipeline and the facilities of another operator that is located on any portion of Pipeline's system designated as an Incremental Lateral (other than point(s) of interconnection between Pipeline's mainline and any Incremental Lateral) shall be available under this Rate Schedule as a Primary or Secondary Point of Receipt or a Primary or Secondary Point of Delivery.

RATE SCHEDULE MNOP
OFF-PEAK FIRM TRANSPORTATION SERVICE
(continued)

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Rate Schedule, Customer must nominate service in accordance with Sections 5 and 6 of the GT&C.

6. IMBALANCES

Imbalances are defined in Section 11.1 of the GT&C. Resolution of imbalances between receipts and deliveries associated with transportation under this Rate Schedule and Service Agreements under this Rate Schedule are governed by and resolved pursuant to Section 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other Customers.

8. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

All of the GT&C of Pipeline's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called ("Customer"), which has requested interruptible transportation service pursuant to Section 3 of the GT&C of Pipeline's Tariff and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for interruptible service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year, and will be interruptible as provided herein, in the effective Service Agreement and in Pipeline's GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), plus an amount reflecting the Fuel Retainage Quantity as determined in GT&C Section 20, and, on a cumulative basis in any Service Year, up to Customer's Maximum Annual Transportation Quantity ("MATQ"), plus amounts reflecting the Fuel Retainage Quantity, at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ and MATQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ, and, on a cumulative basis, up to Customer's MATQ at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide transportation service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new transportation services (whether firm or interruptible) without liability to Customer for any resulting interruption or reduction of transportation service hereunder.

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3. RATES

3.1 The applicable unit rates for service hereunder are set forth in the currently effective Sheet Nos. 7, 8, and 9 of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, and 23 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Sheet Nos. 7, 8 and 9. The negotiated rates shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Effective as of the Date of Commencement of Service as provided for in the Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service or transportation service on any portion of Pipeline's system designated as an Incremental Lateral, as applicable, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year the sum of the following amounts:

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3. RATES

3.1 The applicable unit recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MNIT of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 20, 21, 22, and 23 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the Statement of Rates for Rate Schedule MNIT. In the event that the Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates. The negotiated rates shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Effective as of the Date of Commencement of Service as provided for in the Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for mainline transportation service or transportation service on any portion of Pipeline's system designated as an Incremental Lateral, as applicable, including Backhaul service, under this Rate Schedule each applicable Month during the twelve (12) Month Service Year the sum of the following amounts:

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(A) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8, and 9, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on Sheet Nos. 7, 8 and 9, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(A)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(A) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNIT or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNIT or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNIT or the Statement(s) of Negotiated Rates, as applicable, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(A)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Rate Schedule, Customer must nominate service in accordance with Sections 5 and 6 of the GT&C.

All Point(s) of Receipt and Point(s) of Delivery at which Pipeline receives and delivers gas, respectively, shall be available as Point(s) of Receipt and Point(s) of Delivery under this Rate Schedule, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE MNIT
INTERRUPTIBLE TRANSPORTATION SERVICE
(continued)

5. IMBALANCES

Imbalances are defined in Section 11.1 of the GT&C. Resolution of imbalances between receipts and deliveries associated with transportation under this Rate Schedule and Service Agreements under this Rate Schedule are governed by and resolved pursuant to Section 11 of the GT&C.

6. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other Customers.

7. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

8. GENERAL TERMS AND CONDITIONS

All of the GT&C of Pipeline's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

RATE SCHEDULE MNLFT
FIRM TRANSPORTATION SERVICE ON LATERAL LINE

1. AVAILABILITY

This Rate Schedule is available to any party, hereinafter called ("Customer"), which has requested firm transportation service pursuant to Section 3 of the GT&C of Pipeline's Tariff on a portion of Pipeline's system designated as an Incremental Lateral, which will extend from a point on Pipeline's existing interstate natural gas pipeline system and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for firm service under this Rate Schedule.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Service hereunder is available on any Day during a Service Year once Pipeline has placed the Incremental Lateral in service, and will be firm, except as provided herein, in the effective Service Agreement and in Pipeline's GT&C.

2.2 Pipeline will receive for Customer's account for transportation hereunder daily quantities of gas up to Customer's Maximum Daily Transportation Quantity ("MDTQ"), and, on a cumulative basis in any Service Year, up to Customer's Maximum Annual Transportation Quantity ("MATQ"), at the Point(s) of Receipt on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C. Such MDTQ and MATQ shall be specified in the effective Service Agreement. Pipeline will transport and deliver for Customer's account such daily quantities tendered to Pipeline, on a daily basis up to Customer's MDTQ, and, on a cumulative basis, up to Customer's MATQ, at the Point(s) of Delivery on Pipeline's system available to Customer pursuant to the effective Service Agreement and the GT&C.

2.3 Pipeline shall not be obligated to add any facilities to expand its capacity in any manner in order to provide new service pursuant to this Rate Schedule; provided, however, Pipeline may, at its option, and with Customer's consent, add facilities or expand capacity to provide such service, pursuant to Section 17 of the GT&C and provided further Pipeline is obligated to maintain its facilities in a manner that will allow it to provide certificated service or make appropriate filings with the Commission, such as for abandonment authorization or to idle facilities.

RATE SCHEDULE MNLFT
FIRM TRANSPORTATION SERVICE
(continued)

3. RATES

3.1 The applicable unit recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MNLFT of this Tariff and are hereby incorporated herein. The rates in this Rate Schedule are subject to adjustment pursuant to Sections 21, 22, 23, and 24 of the GT&C and to change pursuant to the effective Service Agreement. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MNLFT. In the event that Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates. Such negotiated rates shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Effective as of the Date of Commencement of Service, as provided for in the effective MNLFT Service Agreement, Pipeline shall charge and Customer shall pay Pipeline for Incremental Lateral line transportation service under this Rate Schedule each applicable Month during the twelve (12) Month Service Year, the sum of the following amounts:

RATE SCHEDULE MNLFT
FIRM TRANSPORTATION SERVICE
(continued)

3. RATES (continued)

(A) Reservation Charge:

The Reservation Charge, as determined pursuant to Section 3.1 herein, multiplied by the MDTQ; and

(B) Monthly Usage Charge consisting of the sum of the following daily charges:

(1) The Usage Charge within Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNLFT or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is not in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(2) The Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNLFT or the Statement(s) of Negotiated Rates, as applicable, multiplied by that portion of the total quantity of gas deliveries on any Day pursuant to the effective Service Agreement, which is in excess of the lesser of 110% of scheduled service levels for such Day or 102% of MDTQ.

(3) If the total quantity of gas deliveries is less than 90% of the scheduled service levels for such Day, then the Usage Charge outside Tolerances, as set forth on the effective Statement of Rates for Rate Schedule MNLFT or the Statement(s) of Negotiated Rates, as applicable, multiplied by the difference between 90% of the scheduled service levels and the total quantity of gas deliveries for such Day pursuant to the effective Service Agreement.

Any revenue collected by Pipeline pursuant to this Section 3.2(B)(3) will be credited, net of costs, to each Customer that did not incur such penalties in the Month for which such penalty revenues were received ("Non-Offending Customer") based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31st of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

RATE SCHEDULE MNLFT
FIRM TRANSPORTATION SERVICE
(continued)

4. POINTS OF RECEIPT AND DELIVERY

4.1 The Primary Point(s) of Receipt at which Pipeline shall receive gas for transportation hereunder shall be specified in an exhibit to the MNLFT Service Agreement between Pipeline and Customer, which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point of Receipt if to do so would, in Pipeline's sole judgment, impair Pipeline's ability to satisfy existing firm obligations. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Receipt for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the Incremental Lateral facilities of Pipeline and facilities of other operators shall be available as Secondary Point(s) of Receipt for service on the Incremental Lateral, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

4.2 The Primary Point(s) of Delivery at which Pipeline shall deliver gas for Customer's account under this Rate Schedule shall be specified in an exhibit to the MNLFT Service Agreement between Pipeline and Customer which exhibit may be superseded by a new exhibit to add or delete specific points or make other changes thereto the parties deem appropriate. Pipeline shall not accept any proposed Primary Point(s) of Delivery or quantity at any Primary Point(s) of Delivery, or change in quantities among Primary Point(s) of Delivery if the resulting aggregate MDDOs at all of Customer's Primary Point(s) of Delivery would exceed Customer's MDTQ. Notwithstanding the foregoing, all interconnections (which, if they were Primary Point(s) of Delivery for Customer, would not result in an increase in the applicable maximum Reservation Charge) between the Incremental Lateral facilities of Pipeline and the facilities of other operators shall be available for use by Customer as Secondary Points of Delivery for service on the Incremental Lateral. Customer's Secondary Delivery Right at a Secondary Point of Delivery shall be equal to the capacity of Pipeline's facilities at such Point of Delivery or Customer's MDTQ, whichever is less, pursuant to Sections 6.1 and 8.2 of the General Terms and Conditions of this FERC Gas Tariff.

RATE SCHEDULE MNLFT
FIRM TRANSPORTATION SERVICE
(continued)

5. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

If Customer desires transportation of natural gas on any Day under this Rate Schedule, Customer must nominate service in accordance with Sections 5 and 6 of the GT&C.

6. IMBALANCES

Imbalances are defined in Section 11.1 of the GT&C. Resolution of imbalances between receipts and deliveries associated with transportation under this Rate Schedule and Service Agreements under this Rate Schedule are governed by and resolved pursuant to Section 11 of the GT&C.

7. RESERVATIONS

Pipeline reserves the right to take actions as may be required to preserve the integrity of Pipeline's system, including maintenance of service to other Customers.

8. GOVERNMENTAL AUTHORIZATIONS

Transportation service under this Rate Schedule and effective Service Agreements shall be implemented pursuant to any applicable self-implementing authorizations or program of the FERC for which Pipeline has filed or in which Pipeline has agreed to participate.

9. GENERAL TERMS AND CONDITIONS

All of the GT&C of Pipeline's Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and service hereunder and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

RATE SCHEDULE MNPAL

PARK AND LOAN SERVICE

1. AVAILABILITY

This Rate Schedule is available for parking and loaning of natural gas on an interruptible basis by Pipeline for any party (hereinafter called "Customer"), when:

a. Customer has made a valid Request for Park and Loan (MNPAL) Service pursuant to Section 3 of the General Terms and Conditions ("GT&C")of this FERC Gas Tariff ("Tariff")of which this Rate Schedule is a part;

b. After review and acceptance of such Request by Pipeline, Customer has entered into a MNPAL Service Agreement with Pipeline for service under this Rate Schedule; and

c. Customer has executed a Service Agreement under any of Pipeline's open-access transportation Rate Schedules which provide for the transportation of gas quantities to or from the Point(s) of Transaction; provided however, that no transportation Service Agreement is required if gas to be parked and/or loaned pursuant to this Rate Schedule is not transported by Pipeline. Such Service Agreements shall be in the form contained in this Tariff.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Park and Loan Service shall be interruptible, as provided herein, in the effective MNPAL Service Agreement and in Pipeline's GT&C. Individual Park and/or Loan Services provided under this rate schedule shall be provided for a minimum of one (1) Day or such longer period as agreed to by Customer and Pipeline, as specified in Exhibits(s) A to the Customer's MNPAL Service Agreement. Services shall be properly nominated pursuant to Section 5 of the GT&C and such nominations shall include, without limitation, the term of the transaction, the quantity to be parked or loaned, as applicable, the Point(s) of Transaction, and all other information required for a nomination under the GT&C. Service under this Rate Schedule does not constitute "no-notice" service as that term is used in Order No. 636.

2.2 Park Service is an interruptible service pursuant to which Pipeline will: (a) receive quantities of gas for a Customer's account, at the nominated Point(s) of Transaction, as defined in Section 7 of this Rate Schedule, (b) hold such parked quantities, and (c) return such quantities of gas to the Customer at the Point(s) of Transaction where Pipeline received the gas. The maximum quantity of gas in Customer's account as Park Service on any Day shall not exceed the Maximum Parked Quantity ("MPQ") shown in Exhibit(s) A to the Customer's MNPAL Service Agreement.

2.3 Loan Service is an interruptible service pursuant to which Pipeline will: (a) deliver quantities of gas for a Customer's account, from the nominated Point(s) of Transaction, and (b) subsequently receive such quantities of gas at the Point(s) of Transaction where Pipeline delivered the gas. The maximum quantity of gas in Customer's account as Loan Service on any Day shall not exceed the Maximum Loaned Quantity ("MLQ") shown in Exhibit(s) A to the Customer's MNPAL Service Agreement.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

2. APPLICABILITY AND CHARACTER OF SERVICE (continued

2.4 Service under this Rate Schedule will be made available on a first come, first served basis, to any Customer willing to pay maximum rates or such other rate mutually agreed upon by Customer and Pipeline, as specified in Exhibit(s) A to the Customer's MNPAL Service Agreement, subject to all applicable provisions of the GT&C of which this Rate Schedule is a part.

2.5 Interruptible parking and loaning of natural gas under this Rate Schedule shall be provided when and to the extent that Pipeline determines, using its reasonable discretion, that capacity is available on its existing facilities and that it has the operational flexibility to provide the service without detriment or disadvantage to Pipeline's firm obligations or other interruptible services during the transaction period as specified in Exhibit(s) A to the Customer's MNPAL Service Agreement. Existing quantities of gas parked or loaned cannot be bumped by new requests for park and/or loan service.

2.6 Pipeline shall not be obligated to add any facilities or expand the capacity of its pipeline system in any manner in order to provide Park Service and/or Loan Service to Customer pursuant to this Rate Schedule. Pipeline is free to contract at any time with other parties for new transportation services (whether firm or interruptible) and/or new services under this Rate Schedule without liability to Customer for any resulting interruption or reduction of service hereunder.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

3. RATE

3.1 The applicable recourse rates for service hereunder are set forth in the currently effective Statement of Rates for Rate Schedule MNPAL of this FERC Gas Tariff and such rate sheet is hereby incorporated herein by reference. The rates in this Rate Schedule are subject to adjustment pursuant to Section 22 of Pipeline's GT&C. Unless Pipeline and Customer agree in writing upon a rate for service provided hereunder, the rate applicable to a Customer for service hereunder shall be the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MNPAL. In the event that Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates. Such negotiated rates shall be applicable for the period agreed upon by Customer and Pipeline.

3.2 Customer shall pay Pipeline a Monthly Charge for MNPAL services consisting of the sum of the Daily Charges. The Daily Charges shall be the product of the quantities of gas in Customer's MNPAL account (inclusive of quantities subject to Park Service and quantities subject to Loan Service) for each separate transaction and the maximum or mutually agreed upon rate for each Day during the applicable Month that service is provided by Pipeline.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

4. NOMINATIONS AND SCHEDULING OF RECEIPTS AND DELIVERIES

4.1 If Customer desires parking and loaning service of natural gas on any Day under this Rate Schedule, Customer shall submit a nomination to Pipeline in accordance with Section 5 of Pipeline's GT&C. Customer shall nominate the agreed upon park or loan quantities and term at the Point(s) of Transaction specified in Exhibit(s) A to the Customer's MNPAL Service Agreement. Such nominated quantities shall be subject to confirmation by Pipeline. The confirmed quantity shall be deemed the scheduled quantity. Pipeline shall schedule the quantities nominated hereunder in accordance with Section 6 of Pipeline's GT&C.

4.2 The park or loan quantity of gas in Customer's account on any Day shall not exceed the MPQ and/or the MLQ set forth in Exhibit(s) A to the Customer's MNPAL Service Agreement, as applicable. Pipeline shall reject any nomination if Customer nominates quantities when the balance(s) in Customer's account exceeds the specified MPQ and/or the MLQ or when giving effect to the nomination would result in a balance(s) in Customer's account in excess of the specified MPQ and/or the MLQ.

4.3 MNPAL services will be provided on an interruptible basis. Interruption of MNPAL services may include decreasing, temporarily suspending, or discontinuing the receipt or delivery of gas if Pipeline in its reasonable discretion determines that such decrease, suspension, or discontinuance is necessary to prevent the impairment of reliable service or when a higher priority service so requires. Nothing in this Rate Schedule shall limit Pipeline's right to take action pursuant to Sections 6 and 10 of the GT&C.

4.4 Commingling of Gas. From the time the natural gas is received by Pipeline at the Point(s) of Transaction, Pipeline shall have the unqualified right to commingle such natural gas with other gas in Pipeline's system.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

5. OTHER OPERATING CONDITIONS

5.1 Customer shall make all necessary arrangements with other parties at or upstream of the Point(s) of Transaction where Customer delivers gas to Pipeline for Park Service or where Customer delivers gas to decrease the balance in its account for Loan Service, and at or downstream of the Point(s) of Transaction where Pipeline delivers gas to decrease the balance in Customer's account for Park Service or where Pipeline delivers gas to Customer for Loan Service, and such arrangements must be compatible with Pipeline's system operations.

5.2 To the extent that any upstream entity involved in handling Customer's gas refuses or is unable to deliver gas to Pipeline, Pipeline shall not be required to continue to receive gas on behalf of Customer as contemplated in Section 5.1 of this Rate Schedule. To the extent that any downstream entity involved in handling Customer's gas refuses or is unable to receive gas from Pipeline, Pipeline shall have the right to reduce an equal quantity of the deliveries of gas on behalf of Customer as contemplated in Section 5.1 of this Rate Schedule.

6. DETERMINATION OF RECEIPTS AND DELIVERIES

The quantity of gas delivered to or received by Pipeline pursuant to Section 2 of this Rate Schedule shall be deemed to be delivered or received uniformly by Pipeline, and will be deemed delivered or received by Pipeline to the extent such service quantities are delivered or received hereunder for further service on Pipeline's system under one or more of Pipeline's other rate schedules.

7. POINT(S) OF TRANSACTION

Any physical or accounting point that exists from time to time on Pipeline's system shall be available for use by Customer under Rate Schedule MNPAL ("Point of Transaction"). Pipeline shall permit an MNPAL Customer to park quantities of gas at the Point(s) of Transaction specified in Exhibit(s) A of Customer's MNPAL Service Agreement, and/or Pipeline shall loan gas to Customer at the Point(s) of Transaction specified in Exhibit(s) A of Customer's MNPAL Service Agreement, the quantity specified in Exhibit(s) A of Customer's MNPAL Service Agreement.

Customer shall provide a nomination, in accordance with Section 5 of the GT&C, for each transaction identified in Exhibit(s) A of Customer's MNPAL Service Agreement.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES

8.1 If Pipeline, on any Day, is unable to receive and/or deliver the total requests of all Customers on Pipeline's system, Pipeline shall limit receipts and/or deliveries of gas hereunder in accordance with Sections 8 and 26 of Pipeline's GT&C.

8.2 For purposes of restricting MNPAL services, Pipeline will give priority to MNPAL transactions based on net present value, with the transaction yielding the highest value receiving a higher priority than other transactions yielding lower values.

8.3 Customer may be required, upon notification from Pipeline, to suspend or reduce receipts or deliveries for the agreed upon Park Service and/or the agreed upon Loan Service. Further, Customer may be required, upon notification from Pipeline, to remove quantities of gas previously provided to Pipeline under the Park service, or return quantities of gas previously loaned to Customer under the Loan service. Notwithstanding anything to the contrary in Section 2 of Pipeline's GT&C, such notification shall be provided to affected parties through the affected party's choice of Electronic Notice Delivery mechanism(s).

8.4 Should Pipeline notify Customer to remove or return quantities of gas pursuant to Section 8.3, Pipeline's notification shall specify the time frame, which shall be no less than twenty-four (24) hours, within which Park service quantities shall be removed, or Loan service quantities shall be returned. Such notifications shall be consistent with Pipeline's operating conditions, unless Pipeline and Customer mutually agree to a different specific time. The obligation of Customer to comply with the issued notification shall continue until such time as Pipeline is able to recommence the MNPAL services. In the event that Customer does not comply with Pipeline's notice, the parked balance or the loaned balance will be resolved in accordance with Sections 8.6 and 8.7, as applicable, of this Rate Schedule MNPAL.

To the extent that Customer is unable to comply with Pipeline's notice either to remove parked quantities or to return loaned quantities because Pipeline is not able to schedule Customer's nomination for such transactions, the MNPAL penalties set forth in Sections 8.6 and 8.7, as applicable, shall not be assessed for those quantities that Pipeline is unable to schedule during such period in accordance with nominations submitted by Customer in an effort to comply with the requirements of this Section 8.4.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES (continued)

8.5 If Customer requests delivery of parked quantities and Pipeline is unable to return the gas to Customer, then Customer has the option to: (i) suspend the Daily Charge and extend the term of the transaction until Pipeline is able to return the gas to Customer; or (ii) trade the balance with another Customer that has an offsetting loan balance at the same Point of Transaction. The Daily Charges will be reinstated when pipeline system conditions allow the receipt or delivery of these quantities.

If Customer requests to return loaned quantities to Pipeline and Pipeline is unable to accept such receipts, then Customer has the option to: (i) suspend the Daily Charge and extend the term of the transaction until Pipeline is able to accept such receipts from Customer; or (ii) trade the balance with another Customer that has an offsetting park balance at the same Point of Transaction. The Daily Charges will be reinstated when pipeline system conditions allow the receipt or delivery of these quantities.

8.6 Parked quantities shall become the property of Pipeline at no cost to Pipeline, free and clear of any adverse claims, in the event that any of the following situations occur:

(a) Pipeline's operating conditions require Pipeline to notify Customer that receipts of parked quantities must be suspended or reduced, and Customer fails to comply with such notification within the specified time frame; and/or

(b) Pipeline's operating conditions require Pipeline to notify Customer that all or a part of Customer's parked quantities must be removed, and Customer fails to comply with such notification within the specified time frame; and/or

(c) the MNPAL account reflects a balance at the termination date of the associated Exhibit A to the Customer's MNPAL Service Agreement or at the end of any mutually agreed upon extension of the termination date, and Pipeline's operating conditions require the removal of the parked quantities.

If Pipeline notifies Customer, pursuant to Sections 8.3 and/or 8.6(a) herein, that receipts of parked quantities must be suspended or reduced, only those quantities parked by the Customer in violation of the notification shall become the property of Pipeline at no cost to Pipeline, free and clear of any adverse claims.

Pipeline shall credit the Fuel Retainage Quantity Deferred Account as provided in Section 20 of the GT&C with the value of the gas retained pursuant to this Section 8.6. The value of the gas retained by Pipeline shall be based on the average of the Gas Daily postings for the Platts Gas Daily "Daily Price Survey" Midpoint Price for "Dracut, Mass." less the 100% load factor Rate Schedule MN365 recourse rate for the seven-Day period beginning three Days before the Day on which the park occurred.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

8. IMPAIRMENT OF RECEIPTS AND DELIVERIES (continued)

8.7 Title to loaned quantities shall be transferred to Customer and Customer shall be obligated to pay for each Dekatherm of such gas at a price equal to 150% of the average of the Gas Daily postings for the Midpoint Price for the Dracut (into TN) posting for the seven-Day period beginning three Days before the Day on which the loan occurred, in the event that any of the following situations occur:

(a) Pipeline's operating conditions require Pipeline to notify Customer that deliveries of Customer's loaned quantities must be suspended or reduced, and Customer fails to comply with such notification; and/or

(b) Pipeline's operating conditions require Pipeline to notify Customer that all or a part of Customer's loaned quantities must be returned to Pipeline, and Customer fails to comply within the specified time frame; and/or

(c) The PAL account reflects a balance at the termination date of the associated Exhibit A to the Customer's MNPAL Service Agreement or at the end of any mutually agreed upon extension of the termination date.

If Pipeline notifies Customer, pursuant to Sections 8.3 and/or 8.7(a) herein, that deliveries of Customer's loaned quantities must be suspended or reduced, only those quantities taken by the Customer in violation of the notification shall be transferred to Customer and Customer shall be obligated to pay for each Dekatherm of such gas at a price calculated as described in this Section 8.7. Pipeline shall credit the Fuel Retainage Quantity Deferred Account as provided in Section 20 of the GT&C, with the net proceeds from the operation of this Section 8.7.

9. GOVERNMENTAL AUTHORIZATIONS

Park and Loan Services under executed MNPAL Service Agreements shall be implemented pursuant to any applicable self-implementing authorization or program of the Commission for which Pipeline has filed or in which Pipeline has agreed to participate.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

10. BALANCES

10.1All MNPAL balance quantities reside at the Point of Transaction at which the original park or loan quantity was nominated, and must be resolved at that Point of Transaction by taking delivery of the park balance or returning the loan balance to Pipeline, as applicable. Balances incurred under this Rate Schedule MNPAL shall be resolved via in-kind balancing during the remaining term of the transaction, which term is specified in Exhibit(s) A to the Customer's MNPAL Service Agreement. Customer may resolve park and/or loan balances by transporting such balances between Points of Transaction. The transportation shall be accomplished by Customer's submission of a nomination under Customer's executed transportation Service Agreement and the subsequent scheduling and confirmation processes pursuant to Sections 5 and 6 of the GT&C.

Customer shall be required to reduce to zero each park and/or loan quantity of gas at each Point of Transaction no later than the termination date of the Exhibit(s) A to the Customer's MNPAL Service Agreement, or prior to any mutually agreed upon extension of that term, applicable to that quantity. Any balances remaining upon the termination date of the Exhibit(s) A to the Customer's MNPAL Service Agreement, or any mutually agreed upon extension of that term, shall be resolved in accordance with Sections 8.6 and 8.7, as applicable, of this Rate Schedule MNPAL.

Pipeline shall debit or credit, as appropriate, the Fuel Retainage Quantity Deferred Account as provided in Section 20 of the GT&C, with the net proceeds, from the operation of this Section 10.

RATE SCHEDULE MNPAL
PARK AND LOAN SERVICE
(continued)

10. BALANCES (continued)

10.2 If Customer's MNPAL account reflects a park balance at the termination date of the associated Exhibit A to Customer's MNPAL Service Agreement or at the end of any mutually agreed upon extension of the termination date, and the balance has not been resolved pursuant to Section 8.6(c) of this Rate Schedule MNPAL, the term of the transaction will be extended until the earlier of (i) such time as the balance is reduced to zero, or (ii) operating conditions require the removal of the balance pursuant to Section 8.6(c) of this Rate Schedule MNPAL. For any balance remaining beyond such agreed upon period set forth for an MNPAL transaction in Exhibit A of Customer's MNPAL Service Agreement, the applicable maximum rate(s) as set forth on the effective Statement of Rates for Rate Schedule MNPAL shall be applied on a daily basis until the balance is reduced to zero.

11. GENERAL TERMS AND CONDITIONS

The GT&C applies to this Rate Schedule and is made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. In the event of a conflict between the GT&C and the provisions of this Rate Schedule or a Service Agreement under this Rate Schedule, the specific provisions of this Rate Schedule or a Service Agreement under this Rate Schedule shall control.

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RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

1. AVAILABILITY

1.1 This Open-access Rate Schedule is available to any party (hereinafter called "TTT Party") which has requested Title Transfer Tracking ("TTT") Service pursuant to Section 3 of Pipeline's General Terms and Conditions and, after review and acceptance of such Request by Pipeline, has entered into a Service Agreement with Pipeline for service under Rate Schedule MNTTT. Such Service Agreement shall be in the form contained in Pipeline's FERC Gas Tariff of which this Rate Schedule MNTTT is a part. In addition, this Rate Schedule is available to any Third Party Account Administrator ("3PAD") who has either (i) been designated as an agent for a TTT Party, or (ii) executed a Service Agreement with Pipeline for service under this Rate Schedule MNTTT. For the purposes of this rate schedule, the term "TTT Party" shall also refer to a 3PAD.

1.2 Title Transfer Tracking Service will be made available pursuant to the scheduling provisions of Sections 5 and 6 of the General Terms and Conditions of this FERC Gas Tariff, to any TTT Party that is willing and able to pay either the maximum rates hereunder or another rate to which Pipeline and TTT Party mutually agree, in accordance with the General Terms and Conditions. Pipeline is not required to provide any requested TTT service under this Rate Schedule for which Pipeline determines that administrative capability is not available, or that would interfere with Pipeline's performance of its firm service obligations.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 This Rate Schedule shall apply to quantities of natural gas for which Pipeline provides TTT service on behalf of TTT Party, subject to an executed MNTTT Agreement that conforms to the form of Agreement contained in this Tariff. TTT service is an administrative service, under which Pipeline provides TTT Party with the ability to submit nominations for Title Transfer Tracking transactions at any receipt location on Pipeline's system, provided that the point is covered by an active Operational Balancing Agreement. These receipt locations shall be referred to in this Rate Schedule TTT as "TTT Points". Upon receipt of a nomination from the TTT Party, Pipeline will process the nomination at the TTT Point as directed by the TTT Party.

2.2 TTT Party or its customers must arrange for transportation service in accordance with Pipeline's FERC Gas Tariff under separate transportation Service Agreements (the "Subject Service Agreements"), for physical delivery of natural gas quantities subsequent to Title Transfers that are tracked pursuant to nominations under this Rate Schedule, or for additional TTT service under separate TTT Service Agreements. This Rate Schedule does not entitle TTT Party to transportation service under Pipeline's FERC Gas Tariff separate from the entitlements under the Subject Service Agreements, nor does it entitle TTT Party to maintain imbalances on Pipeline's system.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

2. APPLICABILITY AND CHARACTER OF SERVICE (continued)

2.3 Physical deliveries of the quantities of gas for which the title was tracked pursuant to this Rate Schedule shall be performed in accordance with provisions of the Subject Service Agreements and the terms of this FERC Gas Tariff. Quantities nominated under the TTT Service Agreement shall have the same scheduling priority as the Subject Service Agreement(s) used to physically transport the gas away from the TTT Point.

2.4 Nothing herein shall limit Pipeline's right to take action as may be required to adjust receipts of gas in order to alleviate conditions which threaten the integrity of its system, or the ability of Pipeline to transport firm quantities scheduled by any Customer, including actions taken pursuant to Sections 5 and 6 of the General Terms and Conditions.

3. RATES

The applicable recourse rates and charges for service provided to TTT Party under this Rate Schedule shall include those uniform rates set forth in the currently effective Statement of Rates for Rate Schedule MNTTT of this FERC Gas Tariff. These rates and charges are incorporated herein by reference. Unless Pipeline and TTT Party agree in writing upon a rate for service provided hereunder, the rate applicable to a TTT Party for service hereunder shall be the applicable maximum rate(s) set forth on the effective Statement of Rates for Rate Schedule MNTTT. In the event that Pipeline and Customer agree in writing to a rate pursuant to Section 24 of the General Terms and Conditions, Pipeline shall identify the rate on the applicable Statement of Negotiated Rates. Such negotiated rates shall be applicable for the period agreed upon by Pipeline and TTT Party.

4. MONTHLY BILL

4.1 For TTT service provided under this Rate Schedule, TTT Party shall pay Pipeline each Month the sum of the following:

A. TTT Service Charge. A charge for each transaction nominated and scheduled for TTT service;

B. Any other applicable rates, charges and penalties as set forth in the General Terms and Conditions of this FERC Gas Tariff.

4.2 Notwithstanding the general provisions of Sections 3 and 4.1, above, if Pipeline and TTT Party mutually agree to negotiated rates for service hereunder, then such negotiated rates shall apply in lieu of the otherwise applicable charges identified in Section 4.1.A of this Rate Schedule.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

5. TTT POINTS

Any physical receipt point located on Pipeline's system ("TTT Point"), provided that the point is covered by an active Operational Balancing Agreement, can be utilized for the nomination of TTT service. Pipeline will permit TTT Party to nominate Title Transfers of quantities of natural gas at any of the TTT Points, subject to the existence of adequate corresponding transportation rights under Subject Service Agreement(s) to transport the quantities away from the TTT Point.

Pipeline shall provide one meter identification number to correspond to each location at which Title Transfer Tracking services for that location can be effected. This meter identification will be used exclusively for nominations of transactions related to Title Transfer Tracking service on Pipeline's system. Pipeline shall post the meter identification numbers on its Internet Web site.

6. TITLE TRANSFER TRACKING PROCEDURES

6.1 General Procedure.

A. For any Day on which a TTT Party desires to utilize the TTT service to track a Title Transfer for TTT Party's account under this Rate Schedule, such TTT Party shall provide a nomination to Pipeline in accordance with Section 5 of the General Terms and Conditions, specifying:

(1) the quantity of gas for which title is to be transferred,
(2) the upstream party participating in the TTT transaction, and the upstream party's associated upstream contract identifier,
(3) the downstream party participating in the TTT transaction, and the downstream party's associated downstream contract identifier,
(4) the meter identification number that corresponds to the physical receipt location at which the TTT service is being performed, and
(5) such other information as may be required by Pipeline to effect the TTT service.

B. When TTT Party's nomination is confirmed as required by the General Terms and Conditions and subject to the limitations set forth in this Rate Schedule, such quantity shall constitute a TTT Scheduled Quantity at that TTT Point.

6.2 TTT Party is required to ensure that quantities transferred to the transferee(s) of TTT Party and scheduled under a Subject Service Agreement or another TTT Service Agreement equal the quantities received from TTT Party's transferor(s) at each TTT Point on each Day.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

5. TTT POINTS

Any physical receipt point located on Pipeline's system ("TTT Point"), provided that the point is covered by an active Operational Balancing Agreement, can be utilized for the nomination of TTT service. Pipeline will permit TTT Party to nominate Title Transfers of quantities of natural gas at any of the TTT Points, subject to the existence of adequate corresponding transportation rights under Subject Service Agreement(s) to transport the quantities away from the TTT Point.

Pipeline shall provide one meter identification number to correspond to each location at which Title Transfer Tracking services for that location can be effected. This meter identification will be used exclusively for nominations of transactions related to Title Transfer Tracking service on Pipeline's system. Pipeline shall post the meter identification numbers on its Internet Web site.

6. TITLE TRANSFER TRACKING PROCEDURES

6.1 General Procedure.

A. For any Day on which a TTT Party desires to utilize the TTT service to track a Title Transfer for TTT Party's account under this Rate Schedule, such TTT Party shall provide a nomination to Pipeline in accordance with Section 5 of the General Terms and Conditions, specifying:

(1) the quantity of gas for which title is to be transferred,
(2) the upstream party participating in the TTT transaction, and the upstream party's associated upstream contract identifier,
(3) the downstream party participating in the TTT transaction, and the downstream party's associated downstream contract identifier,
(4) the meter identification number that corresponds to the physical receipt location at which the TTT service is being performed, and
(5) such other information as may be required by Pipeline to effect the TTT service.

B. When TTT Party's nomination is confirmed as required by the General Terms and Conditions and subject to the limitations set forth in this Rate Schedule, such quantity shall constitute a TTT Scheduled Quantity at that TTT Point.

6.2 TTT Party is required to ensure that quantities transferred to the transferee(s) of TTT Party and scheduled under a Subject Service Agreement or another TTT Service Agreement equal the quantities received from TTT Party's transferor(s) at each TTT Point on each Day.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

6. TITLE TRANSFER TRACKING PROCEDURES (continued)

6.3 On or before the nomination deadlines applicable to Pipeline's service under the Subject Service Agreement(s), TTT Party shall provide nomination data to Pipeline consistent with the requirements of Section 5 of the General Terms and Conditions, for each of TTT Party's TTT Points. Pipeline shall confirm that the nomination data received from TTT Party is equivalent to valid nominations under another TTT Service Agreement(s) or under Subject Service Agreements that will physically transport the quantities away from the TTT

Point(s). The quantities determined through this process shall be referred to as the "TTT Scheduled Quantities."

6.4 After confirmation and scheduling, any changes to TTT Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and the change has been confirmed by Pipeline, the affected point operator(s) and any other affected TTT Party.

6.5 If any nominated service under a Subject Service Agreement fails to be scheduled for any reason, then Pipeline shall notify TTT Party, and TTT Party shall revise the nomination data on a prospective basis to reflect the revised TTT Quantities.

6.6 TTT Party shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.

6.7 With respect to the TTT service, Maritimes shall be entitled to rely upon the information set forth in the nomination of a TTT Party made in accordance with Section 5 of the General Terms and Conditions, and Maritimes shall have no obligation to verify the accuracy of such information.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TTT Party.

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GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"Backhaul" shall mean movement of gas from a Point of Receipt to a Point of Delivery such that the contractual direction of movement on the mainline is at all times and at all points along the path in a direction opposite to the design flow of gas in the pipeline.

"Backstop Agreement" shall mean (i) that certain Agreement for Purchase of Unsubscribed Firm Capacity and Rate Agreement for Rate Schedule MN365 dated June 26, 1998, between Pipeline and Mobil Natural Gas Inc. and (ii) that certain Backstop Service Agreement for Rate Schedule MN365 dated June 26, 1998, between Pipeline and Mobil Natural Gas Inc., both of which were filed on January 22, 1999 with the Commission as part of Pipeline's amendment application in Docket No.CP96-809.

"British thermal unit (Btu)" shall mean the amount of heat required to raise the temperature of one avoirdupois pound of pure water from 58.5° Fahrenheit to 59.5° Fahrenheit at a constant pressure of 14.73 dry psia.

"Business Day" shall mean Monday through Friday excluding Federal Banking Holidays for transactions in the U.S. and similar holidays for transactions occurring in Canada and Mexico.

"Cash-out Party" shall mean any Customer or other contractually liable entity who has an imbalance under any agreement with Pipeline, which imbalance will be resolved in accordance with Section 11 of the General Terms and Conditions.

"Commission" and "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory authority having jurisdiction over Pipeline under the Natural Gas Act or successor or replacement legislation.

"Company Use Gas" shall mean the amount of gas used for fuel, including compressor and heater fuel; gas used for maintenance; line pack, gas lost as a result of Force Majeure events, the ownership of which cannot be reasonably identified; and unaccounted for gas. Changes in Company Use Gas shall be tracked pursuant to GT&C Section 20.

"Contract Path" shall mean the firm transportation path defined by the daily contract capacity rights from the Primary Point of Receipt to the Primary Point of Delivery.

"CT" shall mean Central Clock Time, which includes the recognition of Daylight Savings Time, whereas "CST" shall mean Central Standard Time.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued)

"Cubic Foot" shall mean the volume of gas which occupies one Cubic Foot of space, measured according to Boyle's and Charles' Law for the measurement of gas under varying pressures with deviation therefrom as provided in Section 14 of these GT&C and on the measurement basis likewise specified in Section 14.

"Customer" shall mean an entity that has executed a Service Agreement in the form contained in this Tariff, providing for the transportation of gas by Pipeline.

"Date of Commencement of Service" shall mean the date on which Pipeline is ready, willing and able to provide service and all contractual conditions to the commencement of service have been satisfied.

"Day" or "Gas Day" shall mean a period of twenty-four (24) consecutive hours, beginning at 9:00 a.m. CT.

"Dekatherm" or "Dth" shall mean the quantity of heat energy which is equivalent to 1,000,000 British Thermal Units. One "Dekatherm" of gas shall mean the quantity of gas which contains one Dekatherm of heat energy.

"Discount Confirmation" shall mean an electronic mail (e-mail) message sent by Pipeline to Customer to confirm the terms of the discount granted pursuant to Section 27 of the GT&C.

"Elapsed Prorata Capacity" shall mean that portion of the capacity that would have theoretically been available for use prior to the effective time of the intraday recall based upon a cumulative uniform hourly use of the capacity.

"GT&C" shall mean the General Terms and Conditions of Pipeline's FERC Gas Tariff, as effective from time to time.

"Imbalance Management Services" shall mean the options available to Customers for resolution of imbalances prior to the application of the cash-out mechanism set forth in Section 11 of the General Terms and Conditions. These options include: Park and Loan, OBA (where applicable) and Imbalance Netting and Trading.

"Incremental Lateral" shall mean incremental pipeline facilities including a pipeline lateral and appurtenant facilities which extend from a point on Pipeline's existing mainline to a point of interconnection with the facilities of other parties for the benefit of only one or a limited number of customers.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued)

"Joule" shall mean the unit of energy in the metric system, equal to the work done by a force of 1 Newton with a displacement of 1 meter in the direction of the force.

"LINK® System" shall mean the LINK® Customer Interface System.

"Long Term Service Agreement" shall mean a Service Agreement with a primary term of one year or more from the effective date of the Service Agreement.

"Managing Member" shall mean M&N Management Company or such other entity as the Maritimes & Northeast Pipeline, L.L.C. may designate.

"Maritimes & Northeast Pipeline Limited Partnership" shall mean the New Brunswick Limited Partnership that will own the pipeline system extending from Country Harbour, Nova Scotia, Canada to the international border between Canada and the United States where it interconnects with Maritimes & Northeast Pipeline, L.L.C.

"Maximum Annual Transportation Quantity" and "MATQ" shall mean the maximum quantity of natural gas in Dth which Pipeline is willing to receive for transportation for the account of Customer during any Service Year at all Point(s) of Receipt specified in an effective Service Agreement, exclusive of any applicable Fuel Retainage Quantity. The MATQ under any Service Agreement that provides for an MATQ that is equal to 365 times the MDTQ shall be increased by 1/365 during any leap year. For all other agreements, the MATQ shall be increased during any leap year by an amount equal to the MATQ multiplied by the quotient derived by dividing the MDTQ by the MATQ.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Maximum Daily Delivery Obligation" and "MDDO" shall mean the maximum quantity of gas Pipeline is obligated to deliver to Customer, or for Customer's account, on any given Day at a point of delivery as set forth in Customer's Service Agreement.

"Maximum Daily Receipt Obligation" and "MDRO" shall mean the maximum quantity of gas Pipeline is obligated to receive for Customer's account on any given Day at a Point of Receipt as set forth in Customer's Service Agreement, exclusive of any applicable Fuel Retainage Quantity.

"Maximum Daily Transportation Quantity" and "MDTQ" shall mean the maximum daily quantity of gas exclusive of the Pipeline's Fuel Retainage Quantity that (a) Customer may tender for transportation in the aggregate to all Points of Receipt, and (b) Pipeline is required to deliver to all Points of Delivery; provided, however, Pipeline shall not be obligated to deliver gas at rates in excess of a uniform hourly rate unless agreed to otherwise by Pipeline and Customer.

"Maximum Loaned Quantity" and "MLQ" shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Loan Service under Rate Schedule MNPAL.

"Maximum Parked Quantity" and "MPQ" shall mean the maximum quantity of gas permitted to be in Customer's account on any Day as Park Service under Rate Schedule MNPAL.

"Mcf" shall mean one thousand (1,000) cubic feet of gas.

"MMBtu" shall mean one million Btu. One MMBtu equals one Dekatherm.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

5. TTT POINTS

Any physical receipt point located on Pipeline's system ("TTT Point"), provided that the point is covered by an active Operational Balancing Agreement, can be utilized for the nomination of TTT service. Pipeline will permit TTT Party to nominate Title Transfers of quantities of natural gas at any of the TTT Points, subject to the existence of adequate corresponding transportation rights under Subject Service Agreement(s) to transport the quantities away from the TTT Point.

Pipeline shall provide one meter identification number to correspond to each location at which Title Transfer Tracking services for that location can be effected. This meter identification will be used exclusively for nominations of transactions related to Title Transfer Tracking service on Pipeline's system. Pipeline shall post the meter identification numbers on its Internet Web site.

6. TITLE TRANSFER TRACKING PROCEDURES

6.1 General Procedure.

A. For any Day on which a TTT Party desires to utilize the TTT service to track a Title Transfer for TTT Party's account under this Rate Schedule, such TTT Party shall provide a nomination to Pipeline in accordance with Section 5 of the General Terms and Conditions, specifying:

(1) the quantity of gas for which title is to be transferred,
(2) the upstream party participating in the TTT transaction, and the upstream party's associated upstream contract identifier,
(3) the downstream party participating in the TTT transaction, and the downstream party's associated downstream contract identifier,
(4) the meter identification number that corresponds to the physical receipt location at which the TTT service is being performed, and
(5) such other information as may be required by Pipeline to effect the TTT service.

B. When TTT Party's nomination is confirmed as required by the General Terms and Conditions and subject to the limitations set forth in this Rate Schedule, such quantity shall constitute a TTT Scheduled Quantity at that TTT Point.

6.2 TTT Party is required to ensure that quantities transferred to the transferee(s) of TTT Party and scheduled under a Subject Service Agreement or another TTT Service Agreement equal the quantities received from TTT Party's transferor(s) at each TTT Point on each Day.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

6. TITLE TRANSFER TRACKING PROCEDURES (continued)

6.3 On or before the nomination deadlines applicable to Pipeline's service under the Subject Service Agreement(s), TTT Party shall provide nomination data to Pipeline consistent with the requirements of Section 5 of the General Terms and Conditions, for each of TTT Party's TTT Points. Pipeline shall confirm that the nomination data received from TTT Party is equivalent to valid nominations under another TTT Service Agreement(s) or under Subject Service Agreements that will physically transport the quantities away from the TTT

Point(s). The quantities determined through this process shall be referred to as the "TTT Scheduled Quantities."

6.4 After confirmation and scheduling, any changes to TTT Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and the change has been confirmed by Pipeline, the affected point operator(s) and any other affected TTT Party.

6.5 If any nominated service under a Subject Service Agreement fails to be scheduled for any reason, then Pipeline shall notify TTT Party, and TTT Party shall revise the nomination data on a prospective basis to reflect the revised TTT Quantities.

6.6 TTT Party shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.

6.7 With respect to the TTT service, Maritimes shall be entitled to rely upon the information set forth in the nomination of a TTT Party made in accordance with Section 5 of the General Terms and Conditions, and Maritimes shall have no obligation to verify the accuracy of such information.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TTT Party.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:
a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.
For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

"Phase III Only" service, with respect to Rate Schedules MN365, MN151, MN90, and MNOP, shall mean service provided pursuant to a Service Agreement with Primary Points of Receipt that are located only at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, and Primary Points of Delivery

that are located only at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts), which Service Agreement is either an initial Service Agreement between Customer and Pipeline or a Service Agreement resulting from a release of capacity subscribed under an initial Service Agreement that qualifies as Phase III Only service; with respect to Rate Schedule MNIT, "Phase III Only" service shall mean service provided from a receipt point at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, to a delivery point at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts).

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:
a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.
For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Pipeline" shall mean the Maritimes & Northeast Pipeline, L.L.C. The term "Pipeline" expressly excludes any of the individual members of Pipeline, and any entity with which any member is affiliated except for the Maritimes & Northeast Pipeline, L.L.C.

"Posted Point of Restriction" shall mean any point or segment on Pipeline's system for which Pipeline has posted on its Web site a reduction of scheduled capacity notice, a notice that the point or segment is scheduled at its capacity for the Day, or a notice of expected restrictions due to weather, operating conditions or maintenance.

"Primary Point of Delivery" shall mean a Point of Delivery specified in a Service Agreement under a firm transportation rate schedule, at which Pipeline has a firm MDDO.

"Primary Point of Receipt" shall mean a Point of Receipt specified in a Service Agreement under a firm transportation service rate schedule, at which Pipeline has a firm MDRO.

"Request" shall mean a request for service which meets the requirements of Section 3 of the GT&C.

"Request Date" shall mean the date on which a Request is deemed valid under Section 3 of the GT&C.

"ROFR Agreement" shall mean (i) a firm Service Agreement under one of Pipeline's open-access rate schedules contracted for service for twelve (12) consecutive Months or more at the applicable maximum rate for that service, and (ii) a firm Service Agreement under one of Pipeline's open-access rate schedules contracted for service for a term of more than one (1) year which is not available for twelve (12) consecutive Months.

"Service Agreement" shall mean the Service Agreement executed by the Customer and Pipeline or otherwise made effective and any exhibits, attachments and/or amendments thereto.

"Service Year" shall mean the period commencing on November 1 of any given calendar Year and ending the following October 31.

"Short Term Service Agreement" shall mean a Service Agreement with a primary term of less than one year from the effective date of the Service Agreement.

"Tariff" shall mean Pipeline's FERC Gas Tariff, including but not limited to Statements of Rates, rate schedules, General Terms and Conditions and forms of service agreement, as may be revised and effective from time to time.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued)

"Third Party Account Administrator" or "3PAD" shall mean a Title Transfer Tracking Service Provider other than Pipeline.

"Title Transfer" shall mean the change of title to gas between parties at a location.

"Title Transfer Tracking" shall mean the process of accounting for the progression of title changes from party to party that does not effect a physical transfer of the gas.

"Title Transfer Tracking Service Provider" shall mean a party conducting the Title Transfer Tracking activity.

The terms "Tolls" and "Rates" as used in this Tariff and the Canadian tariff should be considered synonymous.

"Total Heating Value" shall mean the number of British Thermal Units produced by the complete combustion with air, of one dry Cubic Feet of gas at a constant pressure of 14.73 psia, and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature, and the water formed by combustion is condensed to the liquid state.

"Web site" shall mean Pipeline's HTML site accessible via the Internet's World Wide Web located at http://link.spectraenergy.com.

GENERAL TERMS AND CONDITIONS
(continued)

2. ELECTRONIC COMMUNICATION

2.1. System Description

(a) Pipeline provides for interactive electronic communications with its Customers and other parties through the LINK® Customer Interface System (hereinafter called the "LINK® System"). The LINK® System shall be available on a nondiscriminatory basis to any party (such party is referred to herein as the "LINK® System Subscriber"), provided that such party (i) has a currently effective Valid Service Agreement, has executed a LINK® System Agreement prior to March 11, 2009, or has executed a LINK® System Agreement electronically via the LINK® System on or after March 11, 2009, (ii) has established its business entity in the LINK® System by submitting Contact Information pursuant to Section 2.4(a) below, and (iii) has designated a Local Security Administrator pursuant to Section 2.3 below. A party to a LINK® System Agreement is responsible for ensuring that the individual executing such agreement on its behalf has the appropriate authority. Use of the LINK® System by such individual is acknowledgement of that authority. Pipeline shall not be responsible for verifying the authority of an individual to execute a LINK® System Agreement on behalf of a party. For purposes of this Section 2 and the form of LINK® System Agreement only, a "Valid Service Agreement" includes any Service Agreement pursuant to any of Pipeline's Rate Schedules and/or a capacity release umbrella agreement.

For parties with a LINK® System Agreement dated prior to September 22, 2004, such LINK® System Agreement is hereby superseded by the provisions of this Section 2.

By accessing the LINK® System, LINK® System Subscriber agrees to comply with the procedures for access to and use of the LINK® System as set forth in this Section 2.

Pipeline reserves the right to implement enhancements to the LINK® System at its sole discretion; provided however, all such enhancements when fully operational shall be available to all LINK® System Subscribers. Pipeline will exercise due diligence to ensure the LINK® System operates correctly and will provide timely and non-discriminatory access to on-line LINK® System help features and to any information available on the LINK® System that LINK® System Subscriber is entitled to access.

2. ELECTRONIC COMMUNICATION (continued)

2.1. System Description (cont'd)

(b) The LINK® System provides on-line help, a search function that permits a LINK® System Subscriber to locate information concerning a specific transaction, and menus that permit LINK® System Subscribers to separately access notices of available capacity, records in the transportation Request log, and standards of conduct information. The LINK® System will permit a LINK® System Subscriber to electronically download information on transactions from the LINK® System and to separate extremely large documents into smaller files prior to such download. Pipeline shall maintain and retain daily back-up records of the information displayed on the LINK® System and the Web site and through electronic data interchange for three years and shall permit LINK® System Subscriber to review those records upon request. Completed transactions will remain on the LINK® System for at least ninety Days after completion and will then be archived. Archived information will be made available by Pipeline if possible within two weeks after receipt of a Customer's request for such information. Information on the most recent entries will appear ahead of older information.

GENERAL TERMS AND CONDITIONS
(continued)

2. ELECTRONIC COMMUNICATION (continued)

2.1. System Description (cont'd)

(c) Customers' Notices pursuant to Section 9 of the General Terms and Conditions shall be submitted electronically and, in addition, posted electronically by the Customer via the LINK® System. Electronic communications may also be transmitted, where applicable, via electronic data interchange, which will be available on a nondiscriminatory basis to any LINK® System Subscriber, provided such LINK® System Subscriber has entered into a trading partner agreement with Pipeline, in addition to the agreements specified in Section 2.1(a) above. Specifically, a LINK® System Subscriber has the option of utilizing the LINK® System for purposes of: (a) requesting service under Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff; (b) executing, tracking and amending certain Service Agreements under Pipeline's rate schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff; (c) providing nominations and viewing allocations and operational imbalances under all rate schedules as a Customer of Pipeline pursuant to the applicable rate schedule and the General Terms and Conditions; (d) exercising its rights as a Customer of Pipeline pursuant to Section 9 of the General Terms and Conditions or submitting a bid as a Replacement Customer of Pipeline under such section; (e) exercising its rights as a Customer of Pipeline pursuant to Section 9 of the General Terms and Conditions (which, if submitted utilizing the LINK® System, will be posted at that time) or submitting a bid as a Replacement or Prearranged Customer of Pipeline pursuant to such section, or posting a Capacity Request for capacity release pursuant to such section; (f) viewing and downloading operational data for any Gas Day on the second subsequent Gas Day; (g) viewing Pipeline's notice of an OFO as contemplated by Section 10 of the General Terms and Conditions; (h) effectuating Imbalance Netting and Trading pursuant to Sections 11.4 and 11.5 of the General Terms and Conditions; (i) requesting a discount of the maximum recourse rate(s) for service under Pipeline's Open-access Rate Schedules or viewing such discounts previously granted; and (j) such other functions as may be available on the LINK® System from time to time.

2.2 Information. Pipeline shall post at least four times a day on the LINK® System and the Web site information relevant to the availability of firm and interruptible capacity at Points of Receipt, on the mainline, and at Points of Delivery. The LINK® System and the Web site will indicate whether the capacity is available from Pipeline directly or through Pipeline's capacity release mechanism as set forth in Section 9 of the General Terms and Conditions. The LINK® System and the Web site shall provide the best available information about imbalances on an hourly and a daily basis. The LINK® System and the Web site also include information allowed or required to be posted thereon by other provisions of the Tariff including Section 9, information that Pipeline is required to post pursuant to the Commission's regulations, or other information Pipeline chooses to post in furtherance of the operation of its system. Pipeline shall maintain both in written form and on the LINK® System a Master Receipt/ Delivery Point List containing the following information for each point.

(1) Name of the Point;
(2) Meter Number of the Point;
(3) Location (legal description) of the Point;
(4) Operator name and phone number to the extent available; and
(5) Whether there is an operational balancing agreement in effect at the Point.

Such information shall be updated promptly whenever Point(s) of Receipt or Delivery are added to Pipeline's system.

GENERAL TERMS AND CONDITIONS
(continued)

2. ELECTRONIC COMMUNICATION (continued)

2.3. Local Security Administrators

(a) LINK® System Subscriber shall designate one or more persons to perform certain security functions on the LINK® System ("Local Security Administrator") by submitting for each such person the Local Security Administrator Designation information via the LINK® System using the applicable on-line form, as such form is amended from time to time in the LINK® System. LINK® System Subscriber shall update Local Security Administrator Designation information via the LINK® System as such information changes.

(b) The Local Security Administrator shall, via the LINK® System, be responsible for (1) identifying those persons who are duly authorized by LINK® System Subscriber to use the LINK® System to perform one or more of the functions available on the LINK® System ("LINK® System User"); (2) providing LINK® System Users with individualized USERIDs and passwords; (3) maintaining LINK® System Users' account information; (4) adding and terminating LINK® System Users immediately upon a change in status requiring such addition or termination; (5) creating and modifying security rights for LINK® System Users; (6)approving or terminating Designation of Affiliated Companies information and Designation of Agency information pursuant to Sections 2.5 and 2.6, respectively; and (7) ensuring that USERIDs are used only as appropriate and as contemplated by these General Terms and Conditions and the LINK® System Agreement.

(c) Pipeline shall be entitled to rely upon the representation of LINK® System Subscriber's Local Security Administrator that the LINK® System User(s) identified by the Local Security Administrator may (i) transmit information to Pipeline; (ii) view information posted on the LINK® System; and/or (iii) perform the LINK® System contracting function in accordance with the security rights granted by Local Security Administrator.

GENERAL TERMS AND CONDITIONS
(continued)

2. ELECTRONIC COMMUNICATION (continued)

2.4 Authorized Use of LINK® System; Confidentiality

(a) LINK® System Subscriber shall submit Contact Information to Pipeline via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System. In addition, LINK® System Subscriber shall be required to submit updated Contact Information to Pipeline via the LINK® System as such information changes. Such revised information shall supersede in its entirety any Contact Information previously submitted to Pipeline.

(b) LINK® System Subscriber shall not disclose to persons other than Local Security Administrator and LINK® System Users that are employed by LINK® System Subscriber, or properly designated affiliates or agents of LINK® System Subscriber, and shall otherwise keep confidential, all USERIDs and passwords issued by Local Security Administrator. In addition, LINK® System Subscriber shall cause Local Security Administrator and LINK® System User(s) to refrain from disclosing to any other person, whether or not employed by LINK® System Subscriber, and shall otherwise keep confidential, the individualized USERID and password issued to each such LINK® System User.

(c) LINK® System Subscriber shall be solely responsible for any unauthorized or otherwise improper use of USERIDs and passwords issued by or for its Local Security Administrator, including, but not limited to, the use of such USERIDs and passwords by LINK® System Users who are not within LINK® System Subscriber's employment or control.

(d) Pipeline reserves the right to disable for due cause any USERID issued to any LINK® System User. Pipeline shall provide notice to LINK® System Subscriber, LINK® System User and/or Local Security Administrator, as applicable, at the time that the USERID is disabled by Pipeline. In addition, upon thirty (30) days prior notice to the LINK® System User and the Local Security Administrator, Pipeline will disable any USERID that has not been used to access the LINK® System for fifteen (15) consecutive months.

GENERAL TERMS AND CONDITIONS
(continued)

2. ELECTRONIC COMMUNICATION (continued)

2.4. Authorized Use of the LINK® System; Confidentiality (cont'd)

(e) LINK® System Subscriber shall immediately notify Pipeline of the desire to delete a Local Security Administrator of LINK® System Subscriber by (i) e-mail to link-help@spectraenergy.com, or (ii) submission via the LINK® System using the applicable on-line form of revised Local Security Administrator Designation information for such Local Security Administrator indicating the desire for termination. Such revised information shall supersede in its entirety any Local Security Administrator Designation information previously submitted to Pipeline for such Local Security Administrator. LINK® System Subscriber shall be solely responsible for any unauthorized actions of Local Security Administrator due to LINK® System Subscriber's failure to so notify Pipeline of the need to delete such Local Security Administrator.

(f) Pipeline warrants that, without the express consent of LINK® System Subscriber or as otherwise provided in this FERC Gas Tariff, no Pipeline employee or agent will disclose to any third party any non-public information regarding research performed through the use of the LINK® System by LINK® System Subscriber.

(g) Any manual forms received by Pipeline prior to September 1, 2007 related to Contact Information, Designation of Agency, or Designation of Affiliated Companies, and any Local Security Administrator Designation Forms received by Pipeline prior to March 11, 2009, shall remain in full force and effect until the earlier of (i) termination by the LINK® System Subscriber or (ii) receipt of superseding information submitted pursuant to this Section 2.

2.5 LINK® System Subscriber; Affiliated Companies

(a) If LINK® System Subscriber belongs to a group of affiliated companies and requires LINK® System access on behalf of one or more of said affiliates, LINK® System Subscriber (i) shall, or shall cause one of the affiliates of LINK® System Subscriber to, submit to Pipeline via the LINK® System the Designation of Affiliated Companies information, and (ii) shall cause all other parties included in the affiliation to approve the Designation of Affiliated Companies information via the LINK® System. The Designation of Affiliated Companies information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the Designation of Affiliated Companies information.

(b) When Designation of Affiliated Companies information changes, the LINK® System Subscriber shall cause revised Designation of Affiliated Companies information to be submitted and approved pursuant to Section 2.5(a) above. Such revised information shall supersede in its entirety any Designation of Affiliated Companies information previously submitted to Pipeline. LINK® System Subscriber warrants that access consistent with any Designation of Affiliated Companies information submitted and approved by LINK® System Subscriber and its affiliates in accordance with Section 2.5(a) above or manually submitted prior to September 1, 2007,

2. ELECTRONIC COMMUNICATION (continued)

pursuant to Section 2.4(g) above is appropriate and authorized. Determining the propriety of such access is the responsibility of LINK® System Subscriber and/or its affiliates, but Pipeline reserves the right to reject such Designation of Affiliated Companies information if it determines that granting such designation would violate any contractual, legal, or regulatory responsibility of Pipeline.

(c) In order for LINK® System Users of LINK® System Subscriber to access the LINK® System on behalf of LINK® System Subscriber's affiliates designated pursuant Section 2.5(a) above, LINK® System Subscriber and each designated affiliate of LINK® System Subscriber must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.

(d) It is the obligation of the LINK® System Subscriber to notify Pipeline via the LINK® System when a company affiliation terminates, either by (i) submitting a request to terminate a company affiliation via the applicable on-line form, as such form is updated from time to time in the LINK® System, or (ii) submitting and approving superseding Designation of Affiliated Companies information in accordance with Section 2.5(a). An affiliate may request a termination of the company affiliation by submitting such request via the LINK® System. A request to terminate a company affiliation will be processed by Pipeline without consent from the non-requesting party.

2.6. LINK® System Subscriber; Agency

(a) If LINK® System Subscriber desires to designate one or more persons or entities to act as an agent on behalf of LINK® System Subscriber ("Agent"), then for each such Agent, the LINK® System Subscriber (i) shall, or shall cause the Agent to, submit to Pipeline via the LINK® System the Designation of Agency information specifying the rights granted to the Agent and (ii) shall cause the other party to the agency relationship to approve the Designation of Agency information. The Designation of Agency information shall be submitted and approved via the applicable on-line form, as such form is updated from time to time in the LINK® System. The submission pursuant to item (i) herein shall be deemed to be the submitting party's approval of the information. Pipeline may require that LINK® System Subscriber provide additional documentation to confirm that LINK® System Subscriber desires Agent to act on its behalf.

(b) In order for LINK® System Users of an Agent designated pursuant to Section 2.6(a) above to access the LINK® System on behalf of LINK® System Subscriber, such Agent must meet the requirements of a LINK® System Subscriber set forth in Section 2.1(a) of these General Terms and Conditions.

(c) Pipeline may accept and fully rely upon Designation of Agency information submitted and approved in accordance with Section 2.6(a) above or manually submitted prior to September 1, 2007, in accordance with Section 2.4(g) above. Pipeline may fully rely upon all communications received from and direction given by Agent with respect to all actions indicated in the approved Designation of Agency information for which Agent is authorized to act on behalf of LINK® System Subscriber. Pipeline may grant Agent access to LINK® System Subscriber's data contained in the LINK® System as necessary to perform the functions identified in the approved Designation of Agency information. LINK® System Subscriber will defend, indemnify and hold

2. ELECTRONIC COMMUNICATION (continued)

harmless Pipeline from and against any and all claims, demands, liabilities and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Pipeline by any party associated with Pipeline's reliance on Designation of Agency information provided pursuant to this Section 2.6.

(d) The rights specified in the approved Designation of Agency information having the latest commencement date shall supersede all prior rights granted by LINK® System Subscriber to Agent. In no event can an agency right granted to one Agent be simultaneously granted to another Agent.

It is the obligation of the LINK® System Subscriber to notify Pipeline when an agency relationship changes or terminates, either by (i) specifying a termination date in the approved Designation of Agency information, (ii) submitting a request to terminate an agency relationship via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, or (iii) submitting and approving superseding Designation of Agency information in accordance with Section 2.6(a). The Agent may request a termination of the agency relationship by submitting such request via the LINK® System. A request to terminate an agency relationship will be processed by Pipeline without consent from the non-requesting party.

LINK® System Subscriber and Agent must re-approve existing Designation of Agency information via the LINK® System using the applicable on-line form, as such form is updated from time to time in the LINK® System, on an annual basis. If, during this annual re-approval process, either the LINK® System Subscriber or the Agent desires a change to the Designation of Agency information, new Designation of Agency information must be submitted and approved in accordance with Section 2.6(a) above. Pipeline shall remove the security rights granted to all LINK® System Users of Agent pertaining to access granted by LINK® System Subscriber pursuant to the Designation of Agency information if LINK® System Subscriber and Agent do not re-approve the existing Designation of Agency information or submit and approve updated Designation of Agency information on an annual basis.

(e) Agent is authorized to act on behalf of LINK® System Subscriber under any or all of LINK® System Subscriber's Service Agreements with Pipeline as such Service Agreements are effective from time to time, or with respect to any or all meter locations as available from time to time, respectively, as specified in the Designation of Agency information, until LINK® System Subscriber properly notifies Pipeline that the agency relationship is terminated or superseded in accordance with Section 2.6(d). The designation of an Agent by a LINK® System Subscriber does not provide for an assignment of the rights and obligations of any Service Agreement between Pipeline and LINK® System Subscriber.

2.7. Liability

(a) Pipeline shall not be liable to LINK® System Subscriber nor any other party in damages for any act, omission or circumstance related to the LINK® System occasioned by or in consequence of an event of Force Majeure as defined in Section 26 of these General Terms and Conditions, that is not within the control of Pipeline and which by the exercise of due diligence Pipeline is unable to prevent or overcome. To the extent the information displayed on the LINK® System is originated solely by

2. ELECTRONIC COMMUNICATION (continued)

Pipeline and such information is subsequently determined to be inaccurate, LINK® System Subscriber shall not be subject to any penalties otherwise collectable by Pipeline based on Customer conduct attributable to such inaccuracy during the period the inaccurate information was displayed on the LINK® System.

(b) LINK® System Subscriber shall defend, indemnify and hold harmless Pipeline from and against any and all claims, demands and/or actions, and/or any and all resulting loss, costs, damages, and/or expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, that may be asserted against or imposed upon Pipeline by any party as a result of the unauthorized or otherwise improper use of any USERID and/or password issued to or by LINK® System Subscriber and/or Local Security Administrator or any other unauthorized or improper use of the LINK® System by any LINK® System User or LINK® System Subscriber unless such improper use is the result of Pipeline's negligence or willful misconduct, including, but not limited to, distribution of USERIDs or passwords to persons that are not employed by, or agents or affiliates of, LINK® System Subscriber.

2.8 Electronic Mail (E-mail) Notification. For system-wide notices of general applicability, any provisions of this FERC Gas Tariff requiring that these matters be written or in writing are satisfied by Pipeline utilizing electronic transmission through the LINK® System in accordance with the procedures for utilization of the LINK® System or through electronic data interchange as provided for in Commission-approved or permitted data sets. Critical system-wide notices will be in a separate category from notices that are not critical. Pipeline will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff. Customer shall provide Pipeline with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary. In addition to the requirement specified in Sections 8 and 10 of these General Terms and Conditions to post notices on the LINK® System, Pipeline shall provide such notifications via e-mail communication to those Customers that have provided such e-mail address information and have requested, via the LINK® System, e-mail notification of critical notices issued by Pipeline. Customer shall be responsible for providing accurate e-mail notification information to Pipeline, including timely updates to such information as necessary. All other provisions, including Service Agreement-specific notices, requiring items or information to be written or in writing remain unchanged unless otherwise agreed by Pipeline and Customer.

2.9. Rights to LINK® System. Pipeline or an affiliate of Pipeline is the exclusive proprietor of the programming that generates the LINK® System and of all the copyrights and proprietary interests therein, except insofar as any third party (whose materials are made available in the files of the LINK® System under license to Pipeline or an affiliate of Pipeline) possesses a copyright or proprietary interest in such materials, but not of the files of and the information displayed on the LINK® System. A LINK® System Subscriber will not by virtue of this Section 2 or the executed LINK® System Agreement acquire any proprietary interests in the programming that generates the LINK® System.

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE

Specific requests for information concerning service(s) should be directed to:

Maritimes & Northeast Pipeline, L.L.C.
Attention: Marketing Department
P.O. Box 1642
Houston, Texas 77251-1642
Telephone: 1-800-827-LINK, or in Houston (713) 989-LINK

Pipeline shall provide the requested information orally, or in writing, as appropriate.

3.1 Requests for Service.

(a) Persons desiring a new service or an amendment to existing service under one of Pipeline's Rate Schedules set forth in Volume No. 1 of Pipeline's FERC Gas Tariff must be a LINK® System User pursuant to Section 2 of these General Terms and Conditions and must submit a Request for service electronically via the LINK® System. Commencing January 1, 2006, persons submitting a bid for firm service under one of Pipeline's Open Access Rate Schedules pursuant to Section 4.2 of the General Terms and Conditions must submit the bid electronically via the LINK® System; until that date, such bids must be submitted as described in the applicable posting.

(b) A Request for a new service or an amendment to an existing service shall contain the information identified on the Request for Service Information List posted on Pipeline's public Web site, as such list may be amended from time to time. Requests to amend existing service that will affect a Customer's financial obligations to Pipeline, without regard to the impact of any applicable discount or negotiated rates, are referred to as Billing Amendments. Requests to amend existing service that will not

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

affect a Customer's financial obligations to Pipeline, without regard to the impact of any applicable discount or negotiated rates, are referred to as Non-Billing Amendments. A Customer requesting a new service or an amendment to existing service shall also provide the following to Pipeline:

(1) Either at the time of the Request for new service or an amendment to existing service is submitted to Pipeline or at the time of execution of the Service Agreement, such other information (if any), in writing, as may be required to comply with regulatory reporting or filing requirements; and

(2) Within ten (10) Business Days of the submittal of the Request for new service or a Request for a Billing Amendment, any credit information required to be provided pursuant to Section 3.3 of the General Terms and Conditions.

(c) Neither a Request for new service nor a Request that would result in a Billing Amendment shall be deemed to have been received by Pipeline until Customer has submitted such Request online via the LINK® System and Pipeline has received the information required or requested pursuant to this Section 3.1 and Section 3.3 of the General Terms and Conditions. A Request that would result in a Non-Billing Amendment shall be deemed to have been received on the date such Request is submitted in the LINK® System. If Pipeline requests additional information or assurance in accordance with this Section 3.1, and such additional information or assurance is received within ten (10) Business Days of Pipeline's Request, Customer's Request for service shall be deemed to have been received on the date on which Customer's additional financial information is received by Pipeline; otherwise, Customer's Request for service shall be deemed to be null and void.

GENERAL TERMS AND CONDITIONS
(continued)

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

(d) If Customer does not submit the information required in Section 3.1(b) above within the required timeframes, the Request for service shall be considered to be null and void. In addition, Pipeline shall reject any Request for service created in the LINK® System by Customer, but not submitted to Pipeline within ninety (90) days of Customer's creation of such Request.

3.2 All firm transportation Requests shall be subject to the following conditions:

(a) No Request for transportation from a Primary Point of Receipt or to a Primary Point of Delivery shall be considered valid or be granted if to do so would impair Pipeline's ability to render existing services pursuant to Pipeline's firm service rate schedules.

(b) Subject to the provisions of (a) above, amendments to any firm Service Agreement or exhibit to add additional Primary Point(s) of Receipt or Primary Point(s) of Delivery pursuant to an applicable firm rate schedule will not be considered a new transaction for purposes of complying with this Section 3. Any Customer receiving permission from Pipeline to use any new Primary Point(s) of Receipt or new Primary Point(s) of Delivery shall be deemed to have complied with the requirements of this Section 3 for purposes of receiving priority in contracting for such new Primary Point(s) of Receipt or new Primary Point(s) of Delivery for a firm MDRO or MDDO over any third party subsequently requesting firm transportation under a firm rate schedule at that Primary Point(s) of Receipt or Primary Point(s) of Delivery if, at the time of Customer's Request, said third party's Request has not been accepted by Pipeline. The priority for such new Primary Point(s) of Receipt or Primary Point(s) of Delivery shall be determined in accordance with this Section 3.

GENERAL TERMS AND CONDITIONS
(continued)

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

(c) In certain situations, Pipeline may use an accounting meter number to represent a physical location on its pipeline system. A Point of Receipt and/or a Point of Delivery identified on Customer's executed Service Agreement(s) may be designated in the LINK® System by means of an accounting meter number and description that differs from the physical meter number and description specified on the Service Agreement. The same rights and obligations exist for both Pipeline and Customer regardless of whether a location is identified in Customer's executed Service Agreement by means of a physical meter number or an accounting meter number.

3.3 Execution of Service Agreement and Amendments. A Service Agreement and/or an amendment to an existing Service Agreement shall be executed, as specified in this Section 3.3, by Customer and Pipeline following the completion of the approval process.

(a) All interruptible Service Agreements, all interruptible Service Agreement amendments, firm Service Agreements with a term of one (1) year or less, and all amendments for firm Service Agreements with a term of one (1) year or less shall be executed electronically via the LINK® System by Customer and Pipeline; any agreement that is executed in full utilizing electronic transmission through the LINK® System is a valid and enforceable contract that is binding on all parties. All firm Service Agreements with a term of more than one (1) year and all amendments to firm Service Agreements with a term of more than one (1) year shall be executed in writing. A Service Agreement shall be executed and, if executed in writing returned to Pipeline, within fifteen (15) days of the tender of a Service Agreement by Pipeline. In the event Customer fails to submit a valid nomination for transportation pursuant to an interruptible Service Agreement within ninety (90) days after the later of (i) the date service is to commence, (ii) the date the Service Agreement is fully executed by Customer and Pipeline, or (iii) the date that the facilities, if any, to be constructed are ready for service, the Service Agreement and the corresponding transportation Request for service shall be considered null and void.

GENERAL TERMS AND CONDITIONS
(continued)

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

(b) For each of Pipeline's firm Rate Schedules, the Service Agreement executed in writing or electronically via the LINK® System, as applicable, by Customer and Pipeline, the Exhibit(s) executed by Customer and Pipeline, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Customer and Pipeline.

(c) For each of Pipeline's interruptible Rate Schedules, the Service Agreement executed electronically via the LINK® System by Customer and Pipeline, the Exhibit(s) executed by Customer and Pipeline, the applicable rate schedule, the General Terms and Conditions of this FERC Gas Tariff, and any applicable negotiated rate or discount agreement will comprise the entire agreement between Customer and Pipeline.

3.4 Extension of Service Agreements. Prior to the expiration of the term of a Part 284 Service Agreement and prior to Pipeline's posting the availability of capacity under Pipeline's Right of First Refusal provisions, if applicable, Pipeline and Customer may mutually agree to an extension of the term of the Service Agreement (the exact length of which is to be negotiated on a case-by-case basis, in a not unduly discriminatory manner).

3.5 [Reserved for Future Use]

This sheet was previously issued,
but is now reserved for future use.

This sheet was previously issued,
but is now reserved for future use.

GENERAL TERMS AND CONDITIONS
(continued)

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

3.6 [Reserved for Future Use]

3.7 Pipeline shall apply, on a non-discriminatory basis, consistent financial evaluation standards to determine the acceptability of Customer/Interconnecting Party's overall financial condition. Such credit appraisal and any further or ongoing credit appraisal as may be necessary shall be based upon the following information and criteria:

(a) Customer/Interconnecting Party shall provide current financial statements, annual reports, 10-K reports or other filings with regulatory agencies which discuss Customer/Interconnecting Party's financial status; a list of all corporate affiliates, parent companies and subsidiaries; and any reports from credit reporting and bond rating agencies which are available. Pipeline shall determine the acceptability of the Customer/Interconnecting Party's overall financial condition.

(b) A Customer/Interconnecting Party requesting long-term firm transportation service with a primary term of over one (1) year must (i) demonstrate that the Customer's senior, unsecured non-credit enhanced long-term debt is rated by Moody's Investors Service, Inc. as Baa3 or higher, by Standard & Poor's BBB- or higher, by Dominion Bond Rating Service as BBB or higher, or by Canadian Bond Rating Service as B++ or higher; provided that, if such Customer's senior, unsecured, non-credit enhanced long-term debt is rated by two or more such agencies, at least two of the assigned ratings shall meet such credit standards; or (ii) provide a guarantee of payment by another entity whose senior unsecured, non-credit enhanced long-term debt meets the test in clause (i). A Customer requesting short-term firm transportation service with a primary term of one (1) year or less or

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

interruptible service of any term and which does not meet the tests for long-term transportation service set forth above must provide a letter of credit, guaranty or other reasonable financial support commensurate with the term and type of service (firm or interruptible) requested, satisfactory to Pipeline, if requested by Pipeline.

(c) If a Customer requesting long-term firm transportation service with a primary term of over one (1) year is not rated by a recognized rating agency, Customer must demonstrate an equivalent rating acceptable to Pipeline based on the financial rating methodology, criteria and ratios for the industry of the Customer as published by the above rating agencies from time to time.

(d) Customer/Interconnecting Party shall confirm in writing that neither Customer nor (if applicable) Customer's guarantor is operating under any chapter of the bankruptcy laws or is subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception may be made upon Pipeline's approval for a Customer or (if applicable) Customer's guarantor who is a debtor in possession operating under Chapter 11 of the Federal Bankruptcy Act but only with adequate assurance that the service billing will be paid promptly as a cost of administration under the federal court's jurisdiction.

(e) Customer/Interconnecting Party shall confirm at the time of the Request in writing for the benefit of Pipeline that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its or (if applicable) its guarantors financial condition, a condition of insolvency, or the inability to exist as an ongoing business entity.

(f) Customer/Interconnecting Party with an ongoing business relationship with Pipeline shall have no delinquent balances outstanding for services made previously by Pipeline, and each Customer must have (i) paid its account according to the established terms and (ii) not made deductions or withheld payment for claims not authorized by contract.

GENERAL TERMS AND CONDITIONS
(continued)

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

(g) Customer/Interconnecting Party shall confirm at the time of the Request in writing for the benefit of Pipeline that no significant claims, lawsuits, or judgments are outstanding which would materially affect Customer's or (if applicable) its guarantor's ability to remain solvent as a business entity.

3.8 Upon notification by Pipeline that Customer/Interconnecting Party has failed to satisfy the credit criteria for a Long Term Service Agreement, or subsequently during the term of a Long Term Service Agreement if Customer no longer satisfies such credit criteria in which case Customer shall notify Pipeline that Customer or (if applicable) Customer's guarantor fails to continue to satisfy the credit criteria set forth in Section 3.7, immediately upon becoming aware of such failure, such Customer may still obtain credit approval by Pipeline if it elects to provide one of the following:

(a) an advance deposit in the amount specified below;

(b) a standby irrevocable letter of credit from a financial institution acceptable to the Pipeline in the amount specified below;

(c) security interest in collateral satisfactory to Pipeline; or

(d) a guaranty, acceptable to Pipeline, by another person or entity which satisfies the credit appraisal criteria set forth in Section 3.7.

If Customer/Interconnecting Party provides an advance deposit or other credit instrument and then subsequently satisfies or obtains a guaranty from an entity that satisfies the credit criteria set forth in Section 3.7, Pipeline shall return to Customer/Interconnecting Party any such advance deposit or credit instrument with interest where applicable at the same rate as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act.

3. SERVICE REQUESTS AND CONTRACTING FOR SERVICE (continued)

The advance deposit or standby irrevocable letter of credit should at all times equal the amount equal to twelve (12) Months of transportation at a 100% load factor of the requested MDTQ at the maximum applicable unit rate hereunder. Customer/Interconnecting Party shall continue to provide such advance deposit or letter of credit for a period of twelve (12) Months following the termination of service, unless Customer/Interconnecting Party pays all of the amounts of any invoices for service as reasonably determined by Pipeline prior to that time. If security or a deposit is not tendered in a timely manner as reasonably determined by Pipeline, then Pipeline is not required to continue service. If Customer/Interconnecting Party or (if applicable) Customer's guarantor is unable to maintain credit approval by satisfying the requirements of Section 3.7 or Section 3.8 as applicable, the executed Service Agreement shall terminate as of the first Day of the Month following written notice from Pipeline to Customer/Interconnecting Party.

3.9 It is a condition precedent to project financing that Pipeline enter into firm Service Agreements for a minimum quantity of capacity with Customers (or assignees or Replacement Customers) that meet the credit criteria in Section 3.7(b) or 3.7(c) above.

GENERAL TERMS AND CONDITIONS
(continued)

4. ALLOCATION OF CAPACITY ENTITLEMENTS

4.1 Pipeline will allocate pipeline capacity in accordance with the terms and conditions set forth in Sections 4.1 and 4.2 of the GT&C.

(a) Pipeline capacity that is or becomes available from time to time not as a result of an expansion or extension under Section 4.1(b) of the GT&C, will be allocated on a first-come, first-served basis, which will be determined by Request Date. If there are two or more Requests with the same Request Date, any available pipeline capacity will be pro rated between or among such Requests. For pipeline capacity allocation purposes, pro rated means to allocate capacity to a potential customer based on the net present value, based upon a discount rate equal to the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations. To the extent Pipeline has available unsubscribed capacity for which there are no pending Requests, Pipeline reserves the right to, but shall not be obligated to, reserve such capacity for future open seasons that are to be held within the next six (6) Months.

(b) All Customers and potential customers are put on notice that Pipeline may, but is not required to, from time to time, in addition to constructing facilities under GT&C Section 17, conduct periodic open seasons for the purpose of evaluating market interest to expand and/or extend Pipeline's transportation system. If Pipeline does conduct an open season, any additional pipeline capacity made available by such expansion and/or extension will be allocated under the terms and conditions of such open season. However, any potential customer which has submitted a Request which meets the requirements of Section 3 of the GT&C will be informed in writing of any such open season and will have the opportunity to participate in such open season. If any such potential customer in Pipeline's service queue is informed of an open season and elects to not participate in the open season, such potential customer's Request will remain in Pipeline service queue but such potential customer will have no right to any firm pipeline capacity and/or receipt or delivery point capacity made available as a result of such open season. If Pipeline conducts an open season for pipeline capacity associated with the facilities of Maritimes & Northeast Limited Partnership or any other upstream

GENERAL TERMS AND CONDITIONS
(continued)

4. ALLOCATION OF CAPACITY ENTITLEMENTS (continued)

pipeline, Pipeline shall make reasonable efforts to coordinate such open season with Maritimes & Northeast Limited Partnership or other upstream pipeline, respectively.

4.2 PREGRANTED ABANDONMENT AND RIGHT OF FIRST REFUSAL

Except as provided below in this Section 4.2, Pipeline shall have all necessary abandonment authorizations under the Natural Gas Act upon the (i) expiration of the contractual term, or (ii) the partial reduction of MDTQ levels pursuant to either any contractual right for such reduction or a right of first refusal under this Section 4.2, or (iii) upon termination of the Service Agreement under an open-access rate schedule.

(a) If Customer satisfies the bid matching requirements of this Section 4.2, such Customer may retain its capacity with respect to any capacity under a Service Agreement which qualifies as a ROFR Agreement and which is to be unsubscribed as a result of (i) the expiration of the contractual term, (ii) the partial reduction of MDTQ levels, either pursuant to any contractual right for such reduction or pursuant to this Section 4.2, or (iii) the termination by either Customer or Pipeline of the Service Agreement, and continue to receive firm service under a new Service Agreement.

(b) Eleven (11) months prior to the effective date of the partial reduction of MDTQ levels pursuant to a ROFR Agreement or the termination of a ROFR Agreement, Pipeline shall post on the LINK® System and the Web site the following information:

(1) the specific quantity available under the Service Agreement to be terminated,
(2) the applicable Primary Point(s) of Receipt and Primary Point(s) of Delivery,
(3) the date of expiration, and
(4) the current maximum recourse rate applicable to the Service Agreement to be terminated.

GENERAL TERMS AND CONDITIONS
(continued)

4. ALLOCATION OF CAPACITY ENTITLEMENTS (continued)

(c) Replacement Customers who desire service to be provided in whole or in part by the capacity posted pursuant to Section 4.2(b) must submit bids for such capacity as described in the applicable posting no later than the last Day of the fourth Month following the Month in which Pipeline posts an applicable notice pursuant to Section 4.2(b); commencing January 1, 2006, such bids must be submitted online via the LINK® System. To be a valid bid, a bid must comply with the bid requirements set forth in Section 4.2(d). At the close of such bidding period, Pipeline shall select among the valid bids the "best bid(s)", as determined pursuant to Section 4.2(e), and shall relay the relevant terms of such "best bid(s)" to the Customer whose capacity has been posted pursuant to Section 4.2(b) within 3 Business Days of the close of such bidding period. If Customer elects to match, as determined by Section 4.2(f), the "best bid(s)", the Customer shall be entitled to retain its capacity and continue to receive firm service under a new Service Agreement which reflects the matching of the relevant contractual provisions of the "best bid(s)". If Customer does not match the "best bid(s)", then Customer's right of first refusal for the capacity shall terminate and Pipeline shall have all necessary abandonment authorization under the Natural Gas Act. In the event there is no "best bid(s)" for Customer to match, Section 4.2(g) shall determine whether Customer shall be entitled to retain its capacity and continue to receive service.

(d) To be a valid bid, the Replacement Customer must provide all information and data required by Sections 3.1 and 3.3 of the GT&C. Pipeline may reject all bids which would require Pipeline to discount below a specified rate and/or for a discount period not agreeable to Pipeline. In the event Pipeline agrees to accept such a discounted rate that is less than the applicable maximum tariff rate, Customer must submit a discount request online via the LINK® System and Pipeline must approve such request pursuant to the provisions of Section 27 of the GT&C in order for such rate to become effective.

GENERAL TERMS AND CONDITIONS
(continued)

4. ALLOCATION OF CAPACITY ENTITLEMENTS (continued)

(e) Pipeline shall review all bids from Replacement Customers received pursuant to Section 4.2(c), which have not been rejected by Pipeline, to determine which bid is the "best bid(s)". For purposes of this Section 4.2, the "best bid(s)" shall be the bid(s) which yields to Pipeline the highest net present value. Net present value shall be calculated on the basis of the present value of the Reservation Charge per unit to Pipeline, except that under a negotiated rate agreement with a minimum quantity, the net present value evaluation shall also include the fixed cost component of the usage revenue at the minimum quantity. In making the determination of net present value, Pipeline shall apply the interest rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids.

(f) Upon receipt from Pipeline of the "best bid(s)", Customer shall have the right for a thirty (30) Day period in which to notify Pipeline in writing whether the Customer is willing to match the "best bid(s)" for the capacity in whole or in part, made available by (i) the termination of such ROFR Agreement, (ii) expiration of the contract term by its own terms, or (iii) partial reduction pursuant to contractual right or the reduction of the MDTQ level pursuant to a right of first refusal. Commencing January 1, 2006, such notification must be submitted online via the LINK® System. Failure to notify Pipeline within said thirty (30) Day period constitutes a non- revocable waiver of Customer's right to match the "best bid(s)" and termination of the right of first refusal for the capacity. In order to match the "best bid(s)", Customer must agree to a rate, up to the maximum rate, and contract term that provide Pipeline with at least the same net present value, for an equivalent amount of capacity, as the valid "best bid(s)" submitted by the Replacement Customer(s); provided, however, the maximum rate a Customer must match is the maximum rate Pipeline can charge for delivery to the Customer's Point(s) of Delivery under the ROFR Agreement which is subject to the Customer's right to match the "best bid". Notwithstanding any provision of this Section 4.2(f), Pipeline shall not be obligated to accept any matching bid by the Customer that includes a rate that is lower than the rate set forth in the best bid or, if applicable, the minimum rate established by Pipeline in accordance with Section 4.2(d).

GENERAL TERMS AND CONDITIONS
(continued)

4. ALLOCATION OF CAPACITY ENTITLEMENTS (continued)

(g) In the event Pipeline does not receive any bids pursuant to Section 4.2(c) or Pipeline rejects all bids received due to the fact that such bids were premised on rate discount levels or rate discount periods unacceptable to Pipeline, Pipeline and Customer may mutually agree upon the terms and conditions under which Customer shall be entitled to retain its capacity and continue to receive service. In no event shall Pipeline and Customer agree upon terms which yield to Pipeline a net present value less than any bid received pursuant to Section 4.2(c) and rejected by Pipeline, and in no event shall Pipeline be obligated to sell capacity at less than the maximum lawful price for such capacity. In the event Pipeline and Customer have not reached agreement on the terms and conditions under which service will be extended, at Customer's election, such election to be exercised prior to the date which is five months before the termination date, Pipeline shall tender and Customer shall execute, within 20 Days of receipt, a new Service Agreement reflecting service for all or part of the contractual quantity, so long as such Customer agrees to pay the maximum rate; provided, however, if Pipeline and Customer mutually agree to a lower rate which yields to Pipeline a net present value equal to or greater than any bid received pursuant to Section 4.3 and rejected by Pipeline, the Customer does not have to pay the maximum rate to retain the capacity.

(h) In the event Pipeline and Customer do not execute a new Service Agreement pursuant to the provisions of this Section 4.2, Pipeline shall have all necessary pregranted abandonment authorization as to any part of the contractual quantity which is not covered by a new Service Agreement. The new Service Agreement must meet all the requirements of the definition of ROFR Agreement for Customer to continue to have the right of first refusal pursuant to Section 4.2.

4.3 Capacity which is not subject to the right of first refusal claim pursuant to Section 4.2 shall be posted as available capacity on Pipeline's Website and shall be marketed in accordance with Section 4.1 of Pipeline's GT&C.

5. SERVICE NOMINATION PROCEDURE

5.1 Customer shall furnish or cause to be furnished to Pipeline via the LINK® System, unless another method of submittal has been mutually agreed upon by Customer and Pipeline, nominations showing the quantity of Gas to be received and delivered by Pipeline, by individual Point of Receipt and individual Point of Delivery, for each Day of the Nomination Period as required below:

(a) Such nomination shall reflect Customer's contract number; the beginning and ending dates of the period for which the deliveries are desired, provided the nomination beginning and ending dates are within the term of Customer's contract; the Quantity of Gas to be received, including Fuel Retainage Quantity and other fuel where applicable, at each Point of Receipt; the Quantity of Gas to be delivered at each Point of Delivery on Pipeline; and whether Customer elects to pay the applicable maximum recourse rate in accordance with Sections 6.1(d) and 8.2 of these General Terms and Conditions. To the extent Customer desires to change its nomination for any Day(s) within the Nomination Period, Customer must submit a new nomination for such Day(s). When a nomination for a date range is received, each Day within that range is considered an original nomination. When a subsequent nomination is received for one or more Days within that range, the previous nomination is superseded by the subsequent nomination only to the extent of the Days specified. The Days of the previous nomination outside the range of the subsequent nomination are unaffected. Nominations have a prospective effect only. A nomination made through electronic data interchange shall include all mandatory Commission-approved data elements.

5. SERVICE NOMINATION PROCEDURE

(b) The sum of the Quantities nominated at Point(s) of Receipt less applicable Fuel Retainage Quantities shall equal the sum of the Quantities of Gas nominated at Point(s) of Delivery during the Month. In addition, the Quantity of Gas nominated at each Primary Point(s) of Receipt shall not exceed the MDRO plus applicable Fuel Retainage Quantity, and the Quantity of Gas nominated at each Primary Point of Delivery shall not exceed the MDDO.

5.2 Initial Nominations. The nomination of deliveries under all rate schedules to commence on the first Day of any Nomination Period shall be submitted to Pipeline no later than the time specified in the nomination timeline below, or such lesser period as is acceptable to Pipeline, prior to the first Day of the Nomination Period. Such nomination shall specify the quantity to be scheduled for each Day of the Nomination Period.

5. SERVICE NOMINATION PROCEDURE (continued)

The nomination timeline shall be Central Clock Time on the day prior to gas flow:

11:30 a.m.	Nomination leaves control of the nominating party
11:45 a.m.	Receipt of nomination by Pipeline (including from Title Transfer Tracking Service Providers (TTTSPs))
12:00 p.m.	Quick response by Pipeline regarding validity of data elements of nominations received through electronic data interchange at 11:45am.
3:30 p.m.	Receipt of completed confirmations by Pipeline from upstream and downstream connected parties
4:30 p.m.	Receipt of scheduled quantities by Customer and point operator

Should Customer fail to provide this nomination as specified above, Pipeline may deem Customer's nomination to be zero. Pipeline shall have the right to refuse to receive or deliver any Gas not timely and properly nominated. Pipeline shall not be liable to Customer or any other person as a direct or indirect consequence of such refusal and Customer shall indemnify Pipeline from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of such refusal unless such refusal was due to Pipeline's gross negligence, undue discrimination or willful misconduct.

5.3 Subsequent Nominations

(a) Prior notice nominations. Subsequent to the first Day of the Nomination Period, Customer may alter its nominations provided that the nomination given by Customer to Pipeline for deliveries on any Day shall be submitted to Pipeline no later than the time specified in the nomination timeline above in Section 5.2, or such lesser period as is acceptable to Pipeline, prior to the commencement of such Day. Any scheduling nomination submitted after the initial scheduling nomination shall contain Customer's anticipated service requirements for the remainder of the Nomination Period.

5. SERVICE NOMINATION PROCEDURE (continued)

(b) Intra-day nominations under firm rate schedules. Pipeline shall allow Customer to revise Customer's nomination under any firm Rate Schedule any time prior to the end of the Gas Day being scheduled, provided the requirements contained in Section 5.3(d) herein may be met, in Pipeline's reasonable judgment; such revision is not inconsistent with any term or conditions of applicable firm Rate Schedules and related Service Agreements; and such change can be confirmed in a timely manner with Customer's upstream operator and downstream operator and other operators of connecting facilities and supplies. There are two types of intra-day nominations: (i) a nomination received during the Gas Day for the same Gas Day, and (ii) a nomination received after the nominations deadline for the following Gas Day. At least one (1) intra-day nomination can be submitted 4 hours prior to gas flow. Within four (4) hours of an intra-day nomination, Pipeline will notify affected Customer(s) and point operator(s) of changes in scheduled quantities. Such a change in nominated and scheduled quantities shall be processed after timely nominations have been scheduled and shall be made prospectively only. Pipeline shall not be obligated to deliver the quantities of gas attributable to a revision of Customer's nomination other than at a uniform hourly rate, or such greater hourly rate as may be acceptable to Pipeline. Any scheduling nomination submitted after the initial scheduling nomination shall contain Customer's anticipated service requirements for one Gas Day only and shall include the effective date and time. If Customer revises Customer's nomination prior to the end of the Gas Day being scheduled, Customer shall submit an hourly schedule of takes for the remainder of the Gas Day, if requested by Pipeline. Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intra-day nomination modifies an existing nomination. The interconnected parties shall agree to the hourly flows for the intra-day nomination.

5. SERVICE NOMINATION PROCEDURE (continued)

(c) Intra-day nominations under interruptible rate schedules. Pipeline may allow, but shall not be obligated to allow, Customer to revise its nominations on a prospective basis under any interruptible Rate Schedule any time prior to the end of the Gas Day being scheduled, provided that, in Pipeline's reasonable judgment, Pipeline may implement such revision under existing system operating conditions and such revision shall cause no detriment to any other firm or interruptible service. There are two types of intra-day nominations: (i) a nomination received during the Gas Day for the same Gas Day, and (ii) a nomination received after the nominations deadline for the following Gas Day. At least one (1) intra-day nomination can be submitted 4 hours prior to gas flow. Within four (4) hours of an intra-day nomination, Pipeline will notify affected Customer(s) and point operator(s) of changes in scheduled quantities. Any scheduling nomination submitted after the initial scheduling nomination shall contain Customer's anticipated service requirements for one Day only and shall include the effective date and time. If Customer revises Customer's nomination prior to the end of the Gas Day being scheduled, Customer shall submit an hourly schedule of takes for the remainder of the Day, if requested by Pipeline. Intra-day nominations do not replace the remainder of a standing nomination. There is no need to re-nominate if an intra-day nomination modifies an existing nomination. The interconnected parties shall agree to the hourly flows for the intra-day nomination.

GENERAL TERMS AND CONDITIONS
(continued)

5. SERVICE NOMINATION PROCEDURE (continued)

(d) Once all or a portion of a Customer's nomination is accepted and scheduled during any Nomination Period, such scheduled service shall not be interrupted unless: (1) such capacity is required to provide a higher priority firm service prior to the Intraday 2 Nomination Cycle as described in Section 5; or (2) curtailment is necessary pursuant to the provisions of Section 8 of these General Terms and Conditions.

(e) Elapsed Prorated Scheduled Quantity. With respect to intraday nominations for reductions in previously scheduled quantities, Pipeline will accept, subject to the limitations set forth in Sections 5.3(b) and 5.3(c), any explicitly confirmed quantity, down to and including zero, for such intraday nomination; provided, however, if such intraday nomination requires confirmation from an upstream and/or downstream interconnected pipeline then any intraday nomination to reduce previously scheduled quantities will be subject to, and limited to, the reduced quantity confirmed by such upstream and/or downstream interconnected pipeline.

5.4 Minimum NAESB Nomination Standards. In the event the more flexible nomination procedures set forth in Section 5.3 above are inapplicable for any reason, nominations shall be submitted and processed in accordance with the minimum standards set forth in this Section 5.4. Pipeline shall support the following standard nomination cycles:

(a) The Timely Nomination Cycle: 11:30 am for nominations leaving control of the nominating party; 11:45 am for receipt of nominations by Pipeline (including from Title Transfer Tracking Service Providers (TTTSPs)); noon to send Quick Response; 3:30 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 4:30 pm for receipt of scheduled quantities by Customer and point operator (Central Clock Time on the Day prior to flow).

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

5. TTT POINTS

Any physical receipt point located on Pipeline's system ("TTT Point"), provided that the point is covered by an active Operational Balancing Agreement, can be utilized for the nomination of TTT service. Pipeline will permit TTT Party to nominate Title Transfers of quantities of natural gas at any of the TTT Points, subject to the existence of adequate corresponding transportation rights under Subject Service Agreement(s) to transport the quantities away from the TTT Point.

Pipeline shall provide one meter identification number to correspond to each location at which Title Transfer Tracking services for that location can be effected. This meter identification will be used exclusively for nominations of transactions related to Title Transfer Tracking service on Pipeline's system. Pipeline shall post the meter identification numbers on its Internet Web site.

6. TITLE TRANSFER TRACKING PROCEDURES

6.1 General Procedure.

A. For any Day on which a TTT Party desires to utilize the TTT service to track a Title Transfer for TTT Party's account under this Rate Schedule, such TTT Party shall provide a nomination to Pipeline in accordance with Section 5 of the General Terms and Conditions, specifying:

(1) the quantity of gas for which title is to be transferred,
(2) the upstream party participating in the TTT transaction, and the upstream party's associated upstream contract identifier,
(3) the downstream party participating in the TTT transaction, and the downstream party's associated downstream contract identifier,
(4) the meter identification number that corresponds to the physical receipt location at which the TTT service is being performed, and
(5) such other information as may be required by Pipeline to effect the TTT service.

B. When TTT Party's nomination is confirmed as required by the General Terms and Conditions and subject to the limitations set forth in this Rate Schedule, such quantity shall constitute a TTT Scheduled Quantity at that TTT Point.

6.2 TTT Party is required to ensure that quantities transferred to the transferee(s) of TTT Party and scheduled under a Subject Service Agreement or another TTT Service Agreement equal the quantities received from TTT Party's transferor(s) at each TTT Point on each Day.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

6. TITLE TRANSFER TRACKING PROCEDURES (continued)

6.3 On or before the nomination deadlines applicable to Pipeline's service under the Subject Service Agreement(s), TTT Party shall provide nomination data to Pipeline consistent with the requirements of Section 5 of the General Terms and Conditions, for each of TTT Party's TTT Points. Pipeline shall confirm that the nomination data received from TTT Party is equivalent to valid nominations under another TTT Service Agreement(s) or under Subject Service Agreements that will physically transport the quantities away from the TTT

Point(s). The quantities determined through this process shall be referred to as the "TTT Scheduled Quantities."

6.4 After confirmation and scheduling, any changes to TTT Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and the change has been confirmed by Pipeline, the affected point operator(s) and any other affected TTT Party.

6.5 If any nominated service under a Subject Service Agreement fails to be scheduled for any reason, then Pipeline shall notify TTT Party, and TTT Party shall revise the nomination data on a prospective basis to reflect the revised TTT Quantities.

6.6 TTT Party shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.

6.7 With respect to the TTT service, Maritimes shall be entitled to rely upon the information set forth in the nomination of a TTT Party made in accordance with Section 5 of the General Terms and Conditions, and Maritimes shall have no obligation to verify the accuracy of such information.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TTT Party.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:
a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.
For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

"Phase III Only" service, with respect to Rate Schedules MN365, MN151, MN90, and MNOP, shall mean service provided pursuant to a Service Agreement with Primary Points of Receipt that are located only at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, and Primary Points of Delivery

that are located only at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts), which Service Agreement is either an initial Service Agreement between Customer and Pipeline or a Service Agreement resulting from a release of capacity subscribed under an initial Service Agreement that qualifies as Phase III Only service; with respect to Rate Schedule MNIT, "Phase III Only" service shall mean service provided from a receipt point at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, to a delivery point at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts).

GENERAL TERMS AND CONDITIONS
(continued)

5. SERVICE NOMINATION PROCEDURE (continued)

(b) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 10:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Customer on Pipeline to receive notice that it is being bumped should be effective at 9:00 am on the Gas Day; and when an Evening Nomination causes another Customer on Pipeline to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on the next Gas Day.

(c) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Pipeline (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 2:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.

(d) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 9:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

GENERAL TERMS AND CONDITIONS
(continued)

6. SERVICE SCHEDULING

Service is deemed scheduled after Customer submits a nomination in accordance with Section 5 of the GT&C and Pipeline confirms the nominated receipt of gas into the system and the nominated delivery of gas to Customer, or for Customer's account. Until Pipeline has informed Customer that its nomination is confirmed, such gas quantities will not be deemed scheduled.

6.1 The quantities nominated for transportation by Customer shall be scheduled by Pipeline for receipt and delivery in the following order:

(a) Prorata among firm service Customers utilizing Primary Points of Receipt and Primary Points of Delivery;

(b) Prorata among firm service Customers utilizing a Secondary Point or Points, which points are wholly within the Contract Path and the nominated quantity does not exceed the firm contractual entitlement(s) for any pipeline segment as described in subsection (g) below; provided, however, that if Pipeline is restricting service at a particular receipt or delivery point then a Customer utilizing that point as a Primary Point, regardless of the status at the corresponding delivery or receipt point, should have priority over a Customer using that constrained point as a Secondary Point.

(c) Prorata among firm service Customers utilizing a Secondary Point or Points with at least one of such points being outside the Contract Path or the nominated quantity being in excess of the firm contractual entitlement(s) for any pipeline segment as described in subsection (g) below; provided, however, that if Pipeline is restricting service at a particular receipt or delivery point then a Customer utilizing that point as a Primary Point, regardless of the status at the corresponding delivery or receipt point, should have priority over a Customer using that constrained point as a Secondary Receipt or Delivery Point. Within this subsection (c), quantities of gas requested to flow through a Posted Point of Restriction located within the Contract Path shall have priority over quantities of gas requested to flow through a Posted Point of Restriction located outside of the Contract Path.

(d) All interruptible service Customers, excluding Park and Loan Customers, in sequence starting with the Customer paying the highest rate. A Customer with agreements for rates less than the applicable maximum recourse rate may elect to pay the applicable maximum recourse rate at the time Customer submits its nomination in accordance with Section 5 of the GT&C. In the event Customer's nomination is for service at a rate less than the applicable maximum recourse rate and Pipeline determines that the aggregate quantity of all nominations exceeds available interruptible capacity, Customer making such election will be required to pay the applicable maximum recourse rate to the extent interruptible capacity is available to satisfy all or a portion of Customer's nomination, as determined by Pipeline. Such election shall be a one-time election effective for the remainder of the Nomination Period. In the event a tie for capacity exists among category (d) Customers, quantities will be scheduled pro rata on the basis of Customer's nominated quantities.

(e) Prorata among Pipeline's Customers scheduling receipts or deliveries for the purpose of resolving a prior imbalance in scheduled receipts or deliveries up to but not in excess of the applicable contractual entitlement of such Customer.

GENERAL TERMS AND CONDITIONS
(continued)

6. SERVICE SCHEDULING (continued)

(f) Park and loan service Customers requesting quantities of gas to be scheduled for park and loan service under Rate Schedule MNPAL based on net present value, with the transaction yielding the highest net present value receiving priority over transactions yielding a lower net present value. Net present value shall be calculated on the basis of the present value of the daily MNPAL charge per Dth to Pipeline for the term of the transaction. In making the determination of net present value, Pipeline shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids.

(g) For the purposes of determining whether points are located within the Contract Path, Pipeline shall consider a movement of gas from a Point of Receipt to a Point of Delivery which is counter to the gas flow contemplated by the Primary Point(s) of Receipt and Primary Point(s) of Delivery specified in the Service Agreement as being outside of the Customer's Contract Path. In addition, for any movement of gas that traverses a segment(s) in which the total nominated quantity for that contract exceeds the firm contractual entitlement, the quantity in excess of the contractual entitlement shall be deemed to be outside of the Customer's Contract Path.

6.2 To the extent that lateral line service is dependant on Pipeline's mainline service and Pipeline is unable to schedule on any Day the total of all requested quantities, Pipeline will reduce the scheduled quantity for the lateral line service in the same quantity as the related mainline service.

6.3 [Reserved for Future Use]

6.4 Should Customer be unable to accept the quantities of Gas tendered at the Points of Delivery on any Day, then Pipeline may refuse to receive Gas at the Points of Receipt on such Day. Should Customer be unable to tender Quantities of Gas at the Points of Receipt on any Day, then Pipeline may refuse to deliver Gas at the Points of Delivery on such Day.

6.5 Pipeline shall have the unqualified right to commingle Gas transported hereunder with Gas from other sources, and to treat and handle all such Gas as under its possession and control. It is recognized that Gas delivered by Pipeline may not be the same molecules as those received at the Points of Receipt.

6.6 For purposes of the scheduling provisions, a Customer paying a Negotiated Rate is subject to the provisions of Section 24.

6. SERVICE SCHEDULING (continued)

6.7 Customer shall have the right to segment its firm capacity for scheduling purposes, subject to this Section 6 and to the following restrictions. Pipeline shall not have the obligation to schedule Customer's firm capacity in segments if, in Pipeline's discretion, scheduling such segments (a) will impair Pipeline's ability to provide reliable service to any other firm Customer, (b) will impair the safe operation of Pipeline's system, and/or (c) will result in the combined nominations of Customer and any Replacement or Prearranged Customer who has obtained all or a portion of Customer's original capacity through capacity release to exceed Customer's original MDTQ on any segment of capacity on Pipeline's system. If Pipeline denies a request to segment capacity, it shall provide the requesting Customer with an explanation of the specific reason(s) for the denial within two (2) hours following the denial (if Pipeline received the request between 6:30 A.M. CT and 4:00 P.M. CT on a Business Day). For requests received between 6:30 A.M. CT and 4:00 P.M. CT on a non-Business Day or after 4:00 P.M. on any Day, Pipeline shall provide such explanation by 8:30 A.M. CT on the next Business Day.

For the purpose of determining whether any overlapping transactions exceed, in the aggregate (based on all relevant Customer utilization) the contract entitlements of the original firm contract in any segment or at any point (including, without limitation, the MDTQ or segment entitlements), a transaction that involves movement of gas in the same direction as that contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm Service Agreement and a transaction that involves movement of gas that is counter to the direction contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm Service Agreement that are nominated to the same delivery point for the same gas flow date and time shall not be deemed to be an overlap at that delivery point; provided, however, in no event shall Pipeline be obligated to deliver on a primary firm basis at that delivery point a quantity in excess of the MDDO applicable to that delivery point. For the purpose of determining whether any overlapping nominations in a segment exceed, in the aggregate (based on all relevant Customer utilization) the contract entitlements of the original firm contract in any segment or at any point (including, without limitation, the MDTQ or segment entitlements), a transaction that involves movement of gas in the same direction as that contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm Service Agreement and a transaction that involves movement of gas that is counter to the direction contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm Service Agreement that are nominated on the same segment for the same gas flow date and time shall be deemed to be an overlap on that segment.

6. SERVICE SCHEDULING (continued)

Unless the point at which gas is received or to which gas is delivered is designated in Customer's Service Agreement as having an MDRO or MDDO, and the quantity received or delivered is within the applicable contractual limits, such point shall be a Secondary Point. The scheduling and curtailment priority of such receipts and deliveries shall be set forth in Section 6.1 above.

6.8 Secondary Points.

In addition to the Primary Point(s) of Receipt and/or Delivery available under Customer's MN365, MN151, MN90, MNOP and MNLFT Service Agreement(s), a Customer under Rate Schedules MN365, MN151, MN90, MNOP and MNLFT may schedule and tender/deliver any quantity of gas at (i) any secondary Point(s) of Receipt on Pipeline's system or (ii) any secondary Point(s) of Delivery on Pipeline's system, including in excess of the MDRO and MDDO stated in the executed Service Agreement (but capped at the original firm contract holder's total MDTQ, with the exception that a transaction that involves movement of gas in the same direction as that contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm Service Agreement and a transaction that involves movement of gas that is counter to the direction contemplated by the Primary Point(s) of Receipt and the Primary Point(s) of Delivery on the firm Service Agreement that are nominated to the same delivery point for the same gas flow date and time shall not be deemed to be an overlap of the MDTQ at that delivery point); provided, however, that Pipeline shall not be obligated to deliver a total quantity in excess of the total MDDO on a primary firm basis.

GENERAL TERMS AND CONDITIONS
(continued)

7. INTERCONNECTING FACILITY GAS FLOW ALLOCATION METHODS

7.1 For all natural gas to be received by Pipeline, Customer shall cause the operating party of the facilities immediately upstream of Pipeline's Points of Receipt to provide a predetermined allocation methodology acceptable to Pipeline to be used in allocating said gas through the Points of Receipt.

7.2 In addition, for all natural gas to be delivered to Customer, Customer shall cause the operating party of the facilities immediately downstream of Pipeline's Points of Delivery to provide a predetermined allocation methodology acceptable to Pipeline to be used in allocating said gas through the Points of Delivery.

7.3 The allocation methodology shall be provided to Pipeline prior to the start of the Gas Day and shall prescribe the methodology for all Service Agreements for which quantities have been scheduled at such Points of Receipt and Points of Delivery.

7.4 Parties may agree upon one of the following allocation methodologies: ranked, pro rata, percentage, swing and operator provided value. Pipeline will accept such allocation methodology if operationally and administratively feasible. In the event no methodology acceptable to Pipeline is provided, Pipeline shall allocate the actual quantities received or delivered by Pipeline among Customers pro rata, based on the ratio of each scheduled quantity to the total scheduled quantities of gas at such Points of Receipt or Points of Delivery applied to the total quantity actually received or delivered by Pipeline.

7.5 Changes to the daily allocation methodology may be made. Such changes must be submitted and confirmed in advance of the effective date and shall be effective prospectively. No retroactive reallocation of any transaction shall be permitted.

7.6 Pipeline shall not have any liability to any Customer as a result of Pipeline's reliance on any allocation methodology described herein, and Customer shall indemnify Pipeline from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Pipeline's reliance on such allocation methodology.

GENERAL TERMS AND CONDITIONS
(continued)

8. CURTAILMENT

8.1 Pipeline shall have the right to curtail or discontinue transportation services, in whole or in part, on all or a portion of its system at any time for reasons of Force Majeure or when, in Pipeline's sole judgment, capacity or operating conditions so require or it is desirable or necessary to make modifications, repairs or operating changes to its system. Pipeline shall provide Customer such notice of the curtailment as is reasonable under the circumstances. Pipeline shall have the unqualified right to interrupt transportation services at any time under Pipeline's interruptible Rate Schedules subject to scheduling requirement in Section 5.3(d) of the GT&C to provide service under Pipeline's firm Rate Schedules.

8.2 In the event that service is interrupted or curtailed then Pipeline shall reduce each Customer's scheduled service in the following order:

(a) First, Pipeline shall curtail scheduled service under Pipeline's Rate Schedule MNPAL based on net present value, with the transaction yielding the highest net present value receiving priority over transactions yielding a lower net present value. Net present value shall be calculated on the basis of the present value of the daily MNPAL charge per Dth to Pipeline for the term of the transaction. MNPAL transactions yielding the same net present value shall be scheduled pro rata based on scheduled quantities. In making the determination of net present value, Pipeline shall apply the rate, as of the date of the review, stated in accordance with Section 154.501(d) of the Commission's regulations, to all bids; and

(b) Second, Pipeline shall curtail scheduled service for the resolution of imbalances in the order of the unit rate at which the service is being performed, beginning with the unit rate that represents the lowest percentage of the maximum applicable rate. Pipeline shall allocate capacity among Customers paying the same rate pro rata on the basis of scheduled quantities;

(c) Third, Pipeline shall curtail scheduled service to those Customers receiving interruptible service, excluding park and loan service, in the order of the unit rate at which the service is being performed, beginning with the unit rate that represents the lowest percentage of the maximum applicable recourse rate, subject only to the election of another Customer that is paying a discounted rate to pay the applicable maximum rate in order to afford its scheduled quantities a higher priority for the purposes of Section 8.2, and Customer may make such election to pay the maximum recourse rate when it submits its nomination in accordance with Section 5 of the GT&C and, if payment of such higher rate is necessary to avoid interruption or curtailment under this Section 8.2, Customer shall pay the higher rate in accordance with such nomination. Pipeline shall allocate capacity among Customers paying the same rate pro rata on the basis of scheduled quantities; and

(d) Fourth, Pipeline shall curtail scheduled service to Customers' receiving service under the firm rate schedules pro rata on the basis of scheduled quantities.

(e) To the extent that lateral line service is dependent on Pipeline's mainline service and mainline service is curtailed or discontinued, Pipeline will curtail or discontinue lateral line service in the same quantity as the related mainline service.

GENERAL TERMS AND CONDITIONS
(continued)

8. CURTAILMENT (continued)

8.3 If curtailment or interruption is caused by an event occurring at a specific Point of Receipt, Point of Delivery or lateral, quantities will be curtailed based on the utilization of that point as firm or interruptible and in the order specified in Section 8.2 above and pro rata based on scheduled quantities.

8.4 (a) [Reserved for Future Use]

(b) All volumes received and/or taken in violation of Pipeline's curtailment or interruption orders shall constitute unauthorized receipts or deliveries of Gas for which a penalty charge of $50.00 per Dth shall be assessed; in addition to any other applicable rate, charge or penalty. Pipeline will provide Customer notice of such curtailment orders and Customer shall be permitted one hour, or such lesser time as is required to prevent the impairment of reliable service on the system, to reduce its tenders, takes or both in compliance with the curtailment orders. If Customer adjusts its tenders or takes within such notice period then no charge, as provided for herein, shall be assessed. Such charge shall be applicable to all such unauthorized receipts and deliveries following notification of curtailment or interruption pursuant to Section 8.5.

Any penalty revenue collected by Pipeline pursuant to this Section 8.4 will be credited, net of costs, to each Customer that did not incur penalties pursuant to this Section 8.4 in the Month for which penalty revenues were received ("Non-Offending Customer"), based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year, and will be included on the Non-Offending Customer's invoice for the Month of October.

GENERAL TERMS AND CONDITIONS
(continued)

8. CURTAILMENT (continued)

8.5 Notice of Curtailment.

(a) Notice by Pipeline. Pipeline shall provide Customer with notice of curtailment or interruption at a time and in a manner that is reasonable under then existing conditions, and shall in any event confirm in writing or by posting the notice on its Web site.

(b) Notice by Customer. Customer shall have the responsibility to inform its end-users, suppliers, other transporters and all others involved in the transaction, as to any curtailment or interruption.

(c) Notice in Emergency Situations. Pipeline shall provide notice to any Customer that is curtailed to a lower quantity as a result of a request submitted under the Emergency Situation relief provisions of Section 8.6. below. Such notice shall be provided in a time and manner that is reasonable under then existing conditions but no later than within twenty-four (24) hours of such curtailment. In the event Customer requesting Emergency Situation relief provides the sworn statement required by Section 8.6., Pipeline shall provide a copy of the sworn statement at the request of any Customer curtailed to a lower quantity as a result of the anticipated sworn statement.

GENERAL TERMS AND CONDITIONS
(continued)

8. CURTAILMENT (continued)

8.6 Emergency Situation.

In the event Pipeline is advised by a Customer that, absent adjustment of the curtailment level contemplated by Sections 8.2 and 8.3, the Customer will be unable for the duration indicated by Customer to avoid irreparable injury to life or property (including environmental emergencies) or to provide for minimum plant protection ("Emergency Situation"), then Pipeline shall adjust its curtailment of all other Customers on a pro rata basis as necessary to deliver the quantities required to avoid or mitigate the threatened or existing Emergency Situation. While Pipeline will make adjustments in curtailment promptly upon notification by Customer, Customer must provide Pipeline within twenty-four hours of notification a sworn statement including:

(a) a detailed explanation of and an estimated duration for the Emergency Situation;

(b) affirmation that all sources of gas supply available to Customer, including peak-shaving and storage, were and are being utilized to the maximum extent possible during the time period for which the exception to the curtailment provisions of this Section 8.6. is in effect;

(c) affirmation that all interruptible transportation services of Customer were and are being interrupted or curtailed during the time period for which the exception to the curtailment provisions of this Section 8.6. is in effect;

GENERAL TERMS AND CONDITIONS
(continued)

8. CURTAILMENT (continued)

(d) affirmation that no alternate fuel could be utilized or is available to be utilized to prevent the necessity for an exception to the curtailment provisions of this Section 8.6; and

(e) affirmation that, if the Emergency Situation is an environmental emergency, the Customer has made and continues to make all feasible efforts to resolve the environmental emergency, including requests for waiver, exemption, and other relief from any regulation, directive, order or other equipment of a governmental body.

Customer shall provide Pipeline immediate notice of the cessation of the Emergency Situation.

Notwithstanding any provision of this Section, however, Customer shall not be entitled to relief under this Section: (1) to the extent that an Emergency Situation is due to the Customer's failure to have adequate transportation arrangements in effect for the delivery of Customer's gas at the Point(s) of Receipt or Delivery during the relevant period, or (2) to the extent that the quantity of gas required to meet such Emergency Situation exceeds such Customer's firm contractual rights.

Pipeline shall not be liable for granting exceptions to the curtailment provisions of this Section 8 for any Customer based upon a request submitted by any such Customer to Pipeline under the Emergency Situation relief provisions of this Section 8.6. In the event Customer does not provide the sworn statement as required by such Section, then all quantities attributable to the adjustments made by Pipeline shall be billed, in addition to all other charges, at a rate of $50 per Dth. All revenues attributable to such $50 per Dth charge shall be credited, pro rata on the basis of the increase in curtailment caused by the invocation of Section 8.6., to those Customers curtailed to a lower quantity as a result of the anticipated sworn statement.

8. CURTAILMENT (continued)

8.7 Compensation.

If Pipeline is requested to invoke Section 8.6, then the requesting Customer's invoice for such Month shall be adjusted upward to reflect the following charges:

(a) an amount equal to the aggregate curtailment adjustment quantity requested by the Customer pursuant to Section 8.6 multiplied by the reservation charge for the applicable rate schedule multiplied by .0329 and

(b) an amount equal to the pro rata capacity excess multiplied by (the Dekatherm equivalent of the Fuel Oil Price x 150% - Index Price) where the term pro rata capacity excess means the difference between the capacity allocated to the Customer requesting an exception to the curtailment provisions and the capacity that would have been allocated under a straight pro rata allocation; the term Fuel Oil Price shall mean the average of the daily average high and low prices for (a) low sulfur No. 2 fuel oil, and (b) 0.7% sulfur No. 6 fuel oil, as posted in Platt's Oilgram Price Report for Estimated U.S. Gulf Coast Spot prices, Waterborne, for the Month in which the curtailment event occurred. The Index Price shall be as stated in Section 11.6(c) of the GT&C.

All revenues attributable to such adjustment shall be credited, on a pro rata basis, based on each Customer's additional curtailment quantity due to the Emergency Situation divided by the aggregate of all Customers' additional curtailment quantity due to the Emergency Situation, to those Customers curtailed to a lower quantity as a result of the Emergency Situation.

8.8 Except as provided in Section 8.9 below, in the event Pipeline fails to deliver on any one Day at least 95% of the quantity of gas requested to be delivered by Pipeline at Point(s) of Delivery which

8. CURTAILMENT (continued)

Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDTQ, the Reservation Charge shall be decreased by an amount equal to the Reservation Charge on a 100% load factor basis multiplied by the quantity of gas not delivered up to the lesser of the total quantity of gas requested and not delivered, or the MDTQ. The 100% load factor Reservation Charge shall be discounted in the case of an executed Service Agreement containing a discounted Reservation Charge in the same proportion such Reservation Charge is discounted from the maximum Reservation Charge.

8.9 Pipeline shall not be obligated to adjust the Reservation Charge pursuant to Section 8.8 above, when Pipeline's failure to deliver on any one Day at least 95% of the quantity of gas requested by Customer to be delivered at Point(s) of Delivery which gas Pipeline is obligated to deliver on a firm basis at such Point(s) of Delivery on such Day up to the MDTQ:

(a) is the result of the conduct of Customer or the downstream operator of the facilities at the Point of Delivery;

(b) is the result of Pipeline having operational flow orders in effect on such Day;

(c) is the result, during the period from May 1 through November 1 of any year, of Pipeline performing routine operational maintenance and repair;

(d) is the result of Pipeline performing at any time repair and maintenance of its facilities to comply with applicable regulatory requirements, or

(e) occurs either (1) within ten (10) Days following a Force Majeure event as contemplated by Section 26 of the General Terms and Conditions, or (2) prior to the date Pipeline has or should have, in the exercise of due diligence, overcome the Force Majeure event, whichever occurs first provided, however, (c) and (d) are also subject to the notice and due diligence requirements of Section 26 of the General Terms and Conditions (Force Majeure).

GENERAL TERMS AND CONDITIONS
(continued)

8. CURTAILMENT (continued)

8.10 Customer shall indemnify Pipeline against and hold Pipeline harmless from any and all damages, claims, suits, actions or proceedings whatsoever threatened or initiated as a result of any curtailment or interruption invoked by Pipeline; which shall include any curtailment or interruptions described in any part of Section 8; except if such damages, claims, suits, actions or proceedings are due to Pipeline's gross negligence, undue discrimination or willful misconduct.

8.11 For purposes of the curtailment provisions, a Customer paying a Negotiated Rate is subject to the provisions of Section 24.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE

This Section 9 sets forth a firm capacity release mechanism pursuant to which existing Customers can voluntarily release all or part of their firm service rights to others that want to obtain that firm capacity by entering into an agreement with Pipeline. Customers may release and assign their firm capacity on Pipeline under any firm, open access, Part 284 Service Agreement only under this Section 9 of Pipeline's GT&C. Pipeline will use an open bidding format and will post each Releasing Customer's offer to release capacity (herein called "Releasing Customer's Notice") and all the bids against that Releasing Customer's Notice, except for the names of the bidders. Bids are to be based on the Reservation Charge (mainline and/or MNLFT) only, provided the Reservation Charge may be converted into a volumetric charge. The maximum rate for such volumetric releases shall be no greater than the 100% load factor equivalent of Pipeline's maximum Reservation Charge currently applicable to the service released, and for purposes of this Section 9, a Customer is entitled to specify a rate for capacity to be released equal to the maximum Reservation Charge, plus all applicable reservation surcharges. For releases that become effective on or after July 30, 2008, Customer, Replacement Customer or Prearranged Customer may specify in an offer to release capacity or a bid for capacity, as applicable, a rate in excess of the maximum rates referenced above if (i) the term of the release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein. The bidding procedures set forth herein shall govern bidding for capacity that is made available pursuant to Section 4.2.

Pipeline has entered into that certain Backstop Agreement with Mobil Natural Gas Inc. ("Mobil"), pursuant to which Pipeline has agreed to provide reasonable notice to Mobil of any Request for firm transportation service (excluding Requests for Backhaul or displacement services), including the volume, terms and conditions requested, at a time when such capacity is not available directly from Pipeline in the primary market. Mobil has agreed to notify Pipeline, within twenty (20) days of receiving notice of such Request, whether Mobil desires to release its firm capacity under the Backstop Agreement for service to the requesting shipper. Pipeline and Mobil acknowledge in the Backstop Agreement that Pipeline cannot compel a requesting shipper to take capacity from any specific existing shipper.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.1 Service Agreements Eligible For Capacity Release. Customers under any firm Service Agreement, except as specifically restricted by the applicable rate schedule, are permitted to release their firm capacity in whole or in part, on a full Day or a partial Day basis, on a permanent or temporary basis, and on a recallable or non-recallable basis. Such Releasing Customer may propose an entity (herein called Prearranged Customer) to obtain its released capacity from Pipeline.

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(continued)

9. CAPACITY RELEASE (continued)

9.2 Notice.

(a) Notice of Capacity Release. A firm Customer that wants to release any or all of its capacity shall post the release on the LINK® System or, where applicable, by electronic data interchange by the Posting Deadline as determined pursuant to Section 9.3 herein. Customer may elect not to reveal minimum conditions to anyone other than Pipeline. Any contingencies or special terms and conditions included in Releasing Customer's Notice must not be contrary to any applicable provision of this Tariff. Such Releasing Customer's Notice shall provide the terms and conditions of the release as follows:

(1) Releasing Customer's service agreement number;

(2) on a permanent or temporary basis;

(3) on a recallable or non-recallable basis; and if recallable, (i) whether the recall rights are on a full Day or a partial Day basis, (ii) the specifics of any recall right, (iii) whether the Releasing Customer's recall notification must be provided exclusively on a Business Day, and (iv) any reput methods and rights associated with returning the previously recalled capacity to the Replacement Customer. These rights and methods may be either: (i) reput must be accepted by the original Replacement Customer for the original terms of the release, or (ii) reput may be accepted at the option of the original Replacement Customer for the original terms of the release.

(4) the Business Day upon which the Bid Period will expire if the Releasing Customer desires to establish a Bid Period that is longer than that specified in Section 9.3 herein;

(5) the MDTQ to be released, expressed as a numeric quantity, and, if the Releasing Customer is proposing to release any of its primary points and the associated point quantities, the specific locations and quantities to be released at specific locations, subject to the limitations described in Section 9.2(b) below;

(6) the period of time or term, including any objective, not unduly discriminatory right of recall;

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(7) any Prearranged Customer proposed to obtain released capacity under the rates, terms and conditions contained in the Releasing Customer's Notice;

(8) the minimum Reservation Charge (mainline and/or MNLFT), if any, or, if the Releasing Customer elects, the minimum Reservation Charge restated on a volumetric basis. For releases that become effective on or after July 30, 2008, the Releasing Customer may specify a minimum Reservation Charge requirement which is in excess of the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein.

(9) whether bids should be submitted in dollars and cents or percentages of maximum tariff rate;

(10) for biddable releases, the bid evaluation method which shall be, at the Releasing Customer's option, one of the following three standard evaluation methods: highest rate, net revenue or present value; or alternative Releasing Customer defined bid evaluation methods pursuant to Section 9.2(a)(11) below. In addition to the bid evaluation method, the Releasing Customer must specify the tie-breaking methodology that Pipeline will apply to award capacity among multiple bids that yield the same value;

(11) Any alternative bid evaluation method submitted pursuant to item (10) above shall be objectively stated, applicable to all Replacement or Prearranged Customers and not unduly discriminatory, and shall be set forth with sufficient specificity that Pipeline's evaluation of the bids to determine the "best bid" is a purely ministerial matter that does not require any discretionary exercise of judgment by Pipeline;

(12) whether contingent bids may be submitted and, if so, the date by which each contingent bidder will be required to satisfy or eliminate the contingency if Releasing Customer elects to allow the bidder additional time beyond the time period specified in Section 9.3(a) to satisfy or eliminate the contingency; ;

(13) expiration of Matching Period if the Releasing Customer desires to establish a Matching Period that is longer than that specified in Section 9.3 herein; Releasing Customer shall not be allowed to specify an extension of the original Bid Period or the Prearranged deal Matching Period without posting a new release;

(14) any additional terms and conditions of releases that are objective and non-discriminatory;

(15) e-mail address for the Releasing Customer contact person. It is the Releasing Customer's responsibility to update e-mail address information provided to Pipeline as necessary.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(16) the recall notification period(s), as identified in Section 9.6(b)(4) below, that will be available for use by the parties.

(17) the priorities that Pipeline is authorized to utilize in the event that overlapping nominations submitted by the Releasing Customer and any Replacement Customer are in excess of the Releasing Customer's original MDTQ;

(18) whether the Releasing Customer will allow the Replacement or Prearranged Customer to amend the Primary Point(s) of Receipt and/or Primary Point(s) of Delivery after the capacity is awarded;

(19) whether the Prearranged Customer is affiliated with the Releasing Customer;

(20) whether the Releasing Customer will allow the Replacement or Prearranged Customer to re-release the capacity acquired from the Releasing Customer.

(21) whether the proposed release is to an asset manager as part of an asset management arrangement as defined in Section 284.8(h)(3) of the Commission's regulations or to a marketer participating in a state-mandated retail access program as defined in Section 284.8(h)(4) of the Commission's regulations, and, if as part of an asset management arrangement, the volumetric level of the asset manager's delivery or purchase obligation and the time period during which the obligation is in effect.

(22) for purposes of bidding and awarding, any maximum and/or minimum rates specified by Releasing Customer shall include the tariff reservation rate and all demand surcharges, specified as a total number or as stated separately. For releases that become effective on or after July 30, 2008, the maximum and/or minimum rates specified by Releasing Customer may exceed the maximum tariff rate for the applicable service if (i) the term of the proposed release is one (1) year or less, and (ii) the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(b) Partial Day Release Quantity

(1) The daily contractual entitlement that can be released by a Releasing Customer for a partial Day release is limited to the lesser of:
(i) the quantity contained in the Releasing Customer's Notice submitted by the Releasing Customer; or
(ii) a quantity equal to the difference between the MDTQ for the contract to be released by the Releasing Customer and the quantity scheduled for that period of the Day prior to the effective time of the release of the capacity, based upon the elapsed-prorated-scheduled quantity.

This allocated daily contractual entitlement shall be used for purposes of nominations, billing, and if applicable, for overrun calculations.

(2) If on the Day of a partial Day release the Releasing Customer's existing scheduled quantity exceeds the MDTQ remaining on the original contract after the award of the partial Day release, then the Releasing Customer must reduce its nominated quantity to a quantity that is equal to or less than the MDTQ remaining on the original contract.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.3 Posting Requirements and Bid Periods. The Capacity Release timeline is applicable to all parties involved in the Capacity Release process; however, it is only applicable if (1) all information provided by the parties to the transaction is valid and the Replacement Customer has been determined to be creditworthy before the capacity release bid is tendered and (2) there are no special terms or conditions of the release. Pipeline shall post offers and bids, including prearranged deals, upon receipt; provided, however, offers and bids must be complete before posting. Only posted offers and bids will be available electronically. If a Releasing Customer requests a later posting time, Pipeline shall support such request insofar as it comports with the standard timeline set forth in this Section 9.3(a). Any Releasing Customer's completed Notice will be posted on the LINK® System and by electronic data interchange until the expiration of the Bid Period, except for those Releasing Customers' Notices for capacity releases identified in Section 9.4(a) below that are not subject to competitive bidding, which shall not be subject to bidding but shall be posted on Pipeline's Internet Web site as soon as possible, but not later than the first nomination, after the release transaction commences. All terms and conditions of completed capacity release transactions will be posted on the LINK® System, including the names of the Releasing Customers involved in the capacity release transaction; however, Pipeline shall not post any minimum conditions that Customer has elected not to disclose.

(a) Capacity Releases Subject to Bidding. The proposed duration of the Customer's release determines the minimum Bid Period for the Releasing Customer's Notice pursuant to this Section 9. These Bid Periods are as follows:

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(1) Short Term. For short term releases of one (1) year or less,
- offers shall be tendered by 12:00 p.m. CT on a Business Day.
- The Bid Period shall end at 1:00 p.m. CT on the same Business Day or at 1:00 p.m. CT on any subsequent Business Day as specified in Releasing Customer's Notice, whichever is elected by Releasing Customer.
- The evaluation period begins at 1:00 p.m. CT on the day the Bid Period ends, during which any contingency is eliminated, the determination of the best bid is made, and ties are broken.
- The evaluation period ends and award is posted if no match is required at 2:00 p.m. CT on the same day.
- The match or award is communicated by 2:00 p.m. CT.
- If the Prearranged Customer's bid is not the "best bid," Pipeline shall allow such Prearranged Customer a Matching Period thirty (30) minutes from 2:00 p.m. CT to 2:30 p.m. CT on the day the Bid Period ends, to determine whether to match the "best bid" and to notify Pipeline of its decision.
- If a match is required, Pipeline will post the award by 3:00 p.m. CT.
- Pipeline will issue a contract within one hour of the award posting (with a new contract number, when applicable).

Nominations for gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice

(2) Long Term. For long term releases of more than one (1) year,
- offers shall be tendered by 12:00 p.m. CT four (4) Business Days before the award.
- The Bid Period shall end at 1:00 p.m. CT on the Business Day before timely nominations are due (open season is three Business Days) or at 1:00 p.m. CT on any subsequent Business Day as specified in Releasing Customer's Notice, whichever is elected by Releasing Customer.
- The evaluation period begins at 1:00 p.m. CT on the day the Bid Period ends during which any contingency is eliminated, the

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

determination of the best bid is made, and ties are broken.

- The evaluation period ends and award is posted if no match is required at 2:00 p.m. CT the same day.
- The match or award is communicated by 2:00 p.m. CT.
- If the Prearranged Customer's bid is not the "best bid," Pipeline shall allow such Prearranged Customer a Matching Period thirty (30) minutes from 2:00 p.m. CT to 2:30 p.m. CT on the day the Bid Period ends to determine whether to match the "best bid" and to notify Pipeline of its decision.
- If a match is required, Pipeline will post the award by 3:00 p.m. CT.
- Pipeline will issue a contract within one hour of the award posting (with a new contract number, when applicable).

Nominations for gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice.

(3) Timeline for Non-Standard Releases. If the Releasing Customer specifies a bid evaluation methodology other than highest rate, net revenue or present value or any other special terms or conditions, the above timeline shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one Day later than gas could flow under the timeline set forth in Section 9.3(a)(1) or Section 9.3(a)(2).

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.4 Posting Requirements for Capacity Releases Not Subject to Bidding.

(a) For releases that become effective on or after July 30, 2008, the following need not comply with the bidding requirements in this Section 9, but shall be subject to all other provisions of this Section 9:
(1) a release for a period of thirty-one (31) Days or less,
(2) a release for more than one (1) year at the maximum tariff rate,
(3) a release of capacity to an asset manager (as defined in Section 284.8(h)(3) of the Commission's regulations, and
(4) a release of capacity to a marketer participating in a state-regulated retail access program (as defined in Section 284.8(h)(4) of the Commission's regulations.

For releases that become effective on or after July 30, 2008, any release, with the exception of releases to an asset manager or to a marketer participating in a state-regulated retail access program, with a term that is greater than thirty-one (31) days and less than or equal to one (1) year must be posted for bidding pursuant to Section 9.3 above, regardless of the proposed rate. Releasing Customer shall notify Pipeline of such non-biddable release by providing the information pursuant to Section 9.3. Such information will be posted on the LINK® System as required by Section 9.3. Contractual arrangements for releases not subject to bidding shall be processed in the same time period as those releases subject to bidding.

The information provided by the Releasing Customer pursuant to Section 9.2(a) will be posted on the LINK® System and by electronic data interchange as required by Section 9.3.

(b) The standard timelines applicable to prearranged capacity releases that are not subject to the competitive bidding requirements are as follows:

Timely Cycle:
Posting of prearranged deals not subject to bid are due by 10:30 a.m. CCT.

Evening Cycle:
Posting of prearranged deals not subject to bid are due by 5:00 p.m. CCT.

Intraday 1 Cycle:
Posting of prearranged deals not subject to bid are due by 9:00 a.m. CCT.

Intraday 2 Cycle:
Posting of prearranged deals not subject to bid are due by 4:00 p.m. CCT.

GENERAL TERMS AND CONDITIONS
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9. CAPACITY RELEASE (continued)

Prior to the nomination deadline for the chosen cycle for the begin date specified in the Releasing Customer's Notice, the Prearranged Customer must initiate confirmation of prearranged deals electronically. Pipeline will issue a contract within one hour of the award posting (with a new contract number, when applicable).

Nominations for gas flow are possible beginning at the next available nomination cycle for the effective date of the contract. Such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the General Terms and Conditions; however, in no circumstances will gas flow prior to the effective date of the release as specified in Releasing Customer's Notice.

(c) When a release of capacity for a period of thirty-one (31) days or less is not subject to the bidding requirements under this Section 9, a Releasing Customer may not rollover, extend, or in any way continue the capacity release to the same Replacement Customer which utilizes the same capacity or overlaps such capacity using the thirty-one (31) day or less bidding exemption described in Section 9.4(a) above until twenty-eight (28) days after the first release period has ended, subject to the restrictions in Section 9.11 herein. The twenty-eight (28) day hiatus does not apply to any re-release to the same Replacement Customer that is posted for bidding or that qualifies for any of the other exemptions from bidding described in Section 9.4(a) above.

(d) Notwithstanding the standard timelines specified in Section 9.4(b) above, Pipeline shall support a process to allow the Releasing Customer and the Pre-arranged Customer to create and finalize pre-arranged non-biddable capacity release transactions to be effective on a give Gas Day at any time prior to 7:00 a.m. CCT on the calendar day on which that Gas Day ends.

(e) All other provisions of this Section 9 shall apply, including the Releasing Customer's obligations under Section 9.6(b), and Replacement or Prearranged Customers' obligations under Section 9.6(c).

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.5 Allocation of Released Capacity.

(a) Pipeline shall select the Best Bid as defined in Section 9.5(d) from among the bids received.

(b) In the event a contingent bid is submitted pursuant to Section 9.2(a)(12), the bidder submitting the contingent bid shall have one hour from 1:00 p.m. CT to 2:00 p.m. CT on the day the Bid Period ends to satisfy or eliminate the contingency unless Releasing Customer's Notice provides for additional time for the bidder to satisfy or eliminate the contingency. Any bidder making such a contingent bid shall confirm to Pipeline via e-mail to link-help@spectraenergy.com that the contingency has been satisfied or eliminated. If the bidder fails to notify Pipeline that the contingency is not satisfied or eliminated within such time, such contingent bid shall be deemed rejected by Pipeline for failure to satisfy or eliminate the contingency. Any contingencies included in the bid must not be contrary to any applicable provision of this Tariff.

(c) [Reserved for Future Use]

(d) Pipeline shall evaluate bids in accordance with the bid evaluation method specified by the Customer pursuant to Section 9.2(a)(10).

(1) If there is only one valid bid, Pipeline shall award the capacity to the bidder that submitted such bid, subject to any Prearranged Customer's exercise of its matching rights.

(2) If there is more than one valid bid, then, subject to any Prearranged Customer's exercise of its matching rights, Pipeline shall award the capacity to the bidder whose bid yields the highest value based on the bid evaluation method specified in the Releasing Customer's Notice, taking into account the price, volume and term of the bid, as applicable. If more than one bid yields the same value under this subsection (2), Pipeline shall award the capacity according to the method specified in the Releasing Customer's Notice ("Tie Break Method") as a means for awarding the released capacity among multiple equal bids.

(3) For purposes of determining the value of a bid, Pipeline shall use only the reservation charge (including reservation charges stated on a volumetric basis). If the bid evaluation method specified by the Releasing Customer is present value, Pipeline shall use a discount rate of ten (10) percent.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(4) Pipeline shall reject any bid which does not meet the other minimum specifications set forth in the Releasing Customer's Notice. In the event both a contingent bid and a non-contingent bid generate the same value, Pipeline shall reject the contingent bid even if the bid with no contingency was received later in time. If multiple bids meet the minimum conditions stated in the Releasing Customer's Notice, Pipeline shall award the capacity, best bid first, until all offered capacity has been awarded. For purposes of the foregoing, a Customer paying a Negotiated Rate is subject to the provisions of Section 24.

(e) In the event that the Prearranged Customer desires to exercise its right to match the "best bid," the Prearranged Customer must notify Pipeline via the LINK® System.

(f) Pipeline shall not award capacity release offers to the Replacement Customer until and unless the Replacement Customer meets Pipeline's creditworthiness requirements applicable to all services that it receives from Pipeline, including the service represented by the capacity release.

9.6 Obligations of All Parties.

(a) Obligations of Pipeline. Pipeline will be required pursuant to Section 2 of the GT&C to provide the LINK® System for access by Customers, Replacement Customers or Prearranged Customers participating in this Section 9. If the Replacement or Prearranged Customer satisfies Pipeline's applicable tariff provisions governing Customer eligibility and its bid is accepted by Pipeline, Pipeline will tender to the Replacement or Prearranged Customer an addendum to the Capacity Release Umbrella Agreement incorporating the terms of the accepted bid. Pipeline will notify the Releasing Customer with recall rights of the name of new Replacement Customers who subsequently obtain such capacity after the Service Agreement is executed.

(b) Obligations of the Releasing Customer.

(1) The Service Agreement of the Releasing Customer will remain in full force and effect, with a portion of the proceeds attributable to any release and assignment credited to the existing Releasing Customer's invoice as provided in Section 9.7. The Releasing Customer shall remain ultimately liable to Pipeline for all Reservation Charges (mainline and/or MNLFT) and Reservation Surcharges, if any, under the terms of its Service Agreement with Pipeline. However, no new obligation or liability is created as a result of such releases of the rights and obligations under the Service Agreement.

(2) If Pipeline waives any credit requirements for a Prearranged Customer or a Replacement Customer, Pipeline shall limit the liability of the Releasing Customer to the extent of such credit waiver, unless the Releasing Customers agrees to the waiver. To the extent Pipeline

9. CAPACITY RELEASE (continued)

does not require continuing assurances of creditworthiness under Sections 3.7 and 3.8 of the GT&C for Prearranged Customers or Replacement Customers any less than it does the Releasing Customer, the Releasing Customer continues to be liable.

(3) In the event there is a request for a permanent release of Customer's capacity, Pipeline will agree to discharge the Releasing Customer of liability, on a prospective basis, in whole or in part, provided (i) the Replacement Customer submits a Request for service electronically via the LINK® System and meets the credit requirements as specified in GT&C Section 3, (ii) it is reasonable to do so, and (iii) the Pipeline's lenders agree to such discharge.

(4) Recall Provisions.

Any Releasing Customer retaining the right of recall may exercise such right of recall by providing notification via the LINK® System to Pipeline in accordance with the notice requirements set forth in this section, provided such recall (i) conforms to the recall terms of such Releasing Customer's Notice; and (ii) does not constitute a waiver or modification of Section 5 of Pipeline's GT&C. Any Releasing Customer may exercise a right of recall, subject to the provisions of this Section 9.6(b), in the event a Replacement or Prearranged Customer fails to pay part or all of the amount of any invoice for service provided when such amount is due in accordance with Section 15 of the GT&C.

Releasing Customer's rights to recall capacity on a full Day or partial Day basis shall be stated clearly in Customer's Notice. Purchase of gas by a Releasing Customer from a Replacement Customer at the Releasing Customer's city gate point(s) shall not be deemed to be the exercise of a recall by the Releasing Customer.

The Releasing Customer shall provide capacity recall notification to Pipeline via the LINK® System. The recall notification shall specify the recall notification period for the specified effective Gas Day, as well as any other information needed to uniquely identify the capacity being recalled.

9. CAPACITY RELEASE (continued)

Pipeline shall support the following recall notification periods for all released capacity subject to recall rights:

(i) Timely Recall Notification:
- (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 8:00 A.M. CCT on the day that Timely Nominations are due;
- (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 9:00 A.M. CCT on the day that Timely Nominations are due;

(ii) Early Evening Recall Notification:
- (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 3:00 P.M. CCT on the day that Evening Nominations are due;
- (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 4:00 P.M. CCT on the day that Evening Nominations are due;

(iii) Evening Recall Notification:
- (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 5:00 P.M. CCT on the day that Evening Nominations are due;
- (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 6:00 P.M. CCT on the day that Evening Nominations are due;

(iv) Intraday 1 Recall Notification:
- (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 7:00 A.M. CCT on the day that Intraday 1 Nominations are due;
- (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 8:00 A.M. CCT on the day that Intraday 1 Nominations are due; and

(v) Intraday 2 Recall Notification:
- (a) A Releasing Customer recalling capacity should provide notice of such recall to Pipeline and the first Replacement Customer no later than 2:30 P.M. CCT on the day that Intraday 2 Nominations are due;
- (b) Pipeline shall provide notification of such recall to all affected Replacement Customers no later than 3:30 P.M. CCT on the day that Intraday 2 Nominations are due.

GENERAL TERMS AND CONDITIONS
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9. CAPACITY RELEASE (continued)

For recall notification provided to Pipeline prior to the recall notification deadline specified above and received between 7:00 A.M. CCT and 5:00 P.M. CCT, Pipeline shall provide notification to all affected Replacement Customers no later than one hour after receipt of such recall notification. For recall notification provided to Pipeline after 5:00 P.M. CCT and prior to 7:00 A.M. CCT, Pipeline shall provide notification to all affected Replacement Customers no later than 8:00 A.M. CCT after receipt of such recall notification.

Pipeline's notices of recalled capacity to all affected Replacement Customers shall be provided via the LINK® System, along with written notice via e-mail communication to those Replacement Customer contact person(s) identified in the Replacement Customer's bid submitted pursuant to Section 9.6(c) of these General Terms and Conditions. Such notices shall contain the information required to uniquely identify the capacity being recalled, and shall indicate whether penalties will apply for the Gas Day for which quantities are reduced due to a capacity recall. Upon receipt of notification of the recall from Pipeline, each affected Replacement Customer shall revise its nominations within the applicable nomination cycle in order to implement the recall. Each affected Replacement Customer will be solely responsible for adjusting its supply and transportation arrangements, which may be necessary as a result of such recall. Replacement Customers involved in re-release transactions may receive notice slightly after the first Replacement Customer receives notice. The recalling Releasing Customer may nominate the recalled capacity consistent with the applicable nomination cycle, as defined in Section 5.4 of these General Terms and Conditions.

For recall notifications provided to Pipeline during the Timely, Early Evening or Evening recall notification period, the recall shall be effective as of the beginning of the specified effective Gas Day. For recall notifications provided during the Intraday 1 or Intraday 2 recall notification period, the recall shall be effective at 5:00 p.m. CCT or 9:00 p.m. CCT, respectively, on the specified effective Gas Day.

This sheet was previously issued,
but is now reserved for future use

GENERAL TERMS AND CONDITIONS
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9. CAPACITY RELEASE (continued)

(5) Partial Day Recall Quantity

The daily contractual entitlement that can be recalled by a Releasing Customer for a partial Day recall is a quantity equal to the lesser of:
(i) The quantity specified in the Releasing Customer's notice to recall capacity; or
(ii) The difference between the quantity released by the Releasing Customer and the Elapsed Prorata Capacity.

In the recall notification provided to Pipeline by the Releasing Customer, the quantity to be recalled shall be expressed in terms of the adjusted total released capacity entitlements based upon the Elapsed Prorata Capacity. In the event of a partial Day capacity recall, Pipeline shall determine the allocation of capacity between the Releasing Customer and the Replacement Customer(s) based upon the Elapsed Prorata Capacity.

The amount of capacity allocated to the Replacement Customer(s) shall equal the original released quantity less the recalled capacity. This allocated daily contractual quantity shall be used for purposes of nominations, billing, and if applicable, for overrun calculations. As a result of the allocation of capacity described in this section, Pipeline shall not be obligated to deliver a combined quantity to the Releasing Customer and the Replacement Customer(s) that is in excess of the total daily contract quantity of the release.

(6) Reput Provisions

Pipeline shall support the function of reputting by the Releasing Customer. The Releasing Customer may reput previously recalled capacity to the Replacement Customer pursuant to the reput rights and methods identified in the Releasing Customer's Notice to release capacity, as required by Section 9.2(a)(3) above. When capacity is recalled, such capacity may not be reput for the same Gas Day. The deadline for the Releasing Customer to notify Pipeline of a reput of capacity is 8:00 A.M. CCT to allow the Replacement Customer to submit timely nominations for gas to flow on the next Gas Day.

(7) Any Releasing Customer will have the right to withdraw its Customer's Notice any time prior to the close of the Bid Period associated with such Releasing Customer's Notice where unanticipated circumstances justify the withdrawal and no bids meeting the minimum conditions of Releasing Customer's Notice have been made. The Releasing Customer's Notice will be legally binding on the Releasing Customer until the written or electronic notice of withdrawal is received by Pipeline. The reason for the withdrawal must be submitted to Pipeline for posting on the LINK® System.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(c) Obligations of Replacement or Prearranged Customers. The Replacement or Prearranged Customer must satisfy all other Pipeline Tariff provisions governing Customer eligibility and must execute all required agreements and acknowledgements before it may contract with Pipeline for the released capacity. In addition, as a pre-requisite to becoming a Replacement or Prearranged Customer, a party must have been placed by Pipeline on Pipeline's pre-approved bidder list that is posted on the LINK® System and on Pipeline's Web site. To be placed on such list, a party must have been accepted by Pipeline as satisfying the credit standards of Section 3 of the GT&C and must continue to satisfy the credit standards of Section 3 when its bid is made and accepted or it is offered as a Prearranged Customer, as applicable. Pipeline shall process requests for credit approval with diligence. Any previously listed party that fails to continue to satisfy the standards of Section 3 of the GT&C shall be deleted from the list. A Replacement or Prearranged Customer will be deemed to have satisfied the credit requirements of Section 3 of the GT&C if the Releasing Customer agrees to guarantee the credit of such Replacement or Prearranged Customer. Any bid submitted via the LINK® System or electronic data interchange shall include an e-mail address for at least one contact person, which will not be posted. It is the bidder's responsibility to update e-mail address information provided to Pipeline, as necessary. Any bid submitted will legally bind the Replacement or Prearranged Customer to the terms of the bid if Pipeline chooses such bid as the Best Bid until written or electronic notice of withdrawal is received by Pipeline. Any Replacement Customer may make an upward revision to or withdraw its bid during the Bid Period through the LINK® System; however, bids cannot be withdrawn after the Bid Period ends. Pipeline will allow any Prearranged Customer to match, in accordance with Section 9.3(a), the Best Bid after the close of the Bid Period; however, if Replacement Customer submits more than one bid for the same capacity, the lower bid will automatically expire. Replacement Customer shall not have the opportunity to use its ability to withdraw its bid in order to submit a lower bid. Once the Replacement or Prearranged Customer is provided with an addendum to its Capacity Release Umbrella Agreement reflecting the terms of the capacity release transaction, the Replacement or Prearranged Customer becomes an existing Customer like any other Customer and is subject to the applicable provisions of Pipeline's FERC Gas Tariff, including but not limited to Pipeline's billing and payment and operational provisions. In addition, the Replacement or Prearranged Customer as an existing Customer may also release its capacity pursuant to this section, subject to the re-release rights specified by Releasing Customer pursuant to Section 9.2(a)(20) above. Nominations may be submitted upon the finalization of all contractual arrangements, and such nominations will be processed in accordance with the nomination and scheduling requirements of Sections 5 and 6 of the GT&C; provided, however, in no circumstances will gas flow prior to the effective date of the release as specified in the Releasing Customer's Notice.

9.7 Billing.

(a) Pipeline will bill the Customer releasing capacity the amount it is obligated to pay Pipeline for (1) Reservation Charges (mainline and/or MNLFT) reservation surcharges, other fixed costs and (2) Usage Charge(s), volumetric surcharges, imbalances and/or other volumetric costs attributable to any capacity retained by such Releasing Customer and Pipeline shall credit the invoice of the Releasing Customer an amount equal to the Reservation Charges (mainline and/or MNLFT), surcharges and/or other fixed costs attributable to capacity rights released by such Customer, (hereinafter called "Credit Back"); provided, however, Pipeline shall have the right to reverse such Credit Back and to charge applicable carrying charges calculated in accordance with Section 154.501(d) of the Commission's Regulations to the Releasing Customer in the event Pipeline is not paid such charges for the released capacity.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

Pipeline shall notify a Releasing Customer in the event a Replacement or Prearranged Customer fails to pay part or all of the amount of any invoice for service provided when such amount is due in accordance with Section 15 of the GT&C. The Replacement or Prearranged Customer shall be liable to Pipeline for all charges incurred by such Replacement or Prearranged Customer under the new Service Agreement addendum subject to the other terms of Pipeline's FERC Gas Tariff.

(b) Notwithstanding the foregoing, Pipeline shall be entitled to bill an agreed upon amount when Pipeline, at the request of Releasing Customer and upon reaching an agreement with Releasing Customer therefore, takes other action to market such Customer's released capacity beyond posting the information on the LINK® System and locates the Replacement Customer. Pipeline will not be compensated if it does not locate the Replacement Customer, such as where the Releasing Customer has a prearranged deal or where a Replacement Customer accepts a posted Releasing Customer's Notice without Pipeline actively marketing that released capacity.

(c) For releases that become effective on or after July 30, 2008, the rate paid by a Replacement Customer in any capacity release transaction with a term of one (1) year or less which is not subject to the maximum rate cap will be deemed to be a final rate and is not subject to refund if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release.

9.8 Terms of Release.

(a) Capacity released and available for resale by Pipeline under this Section 9 shall consist of the MDTQ and MATQ associated therewith and, if the Releasing Customer is proposing to release any of its primary points, the MDRO specified in Releasing Customer's Notice for the Point(s) of Receipt specified therein and/or the MDDO specified in such notice for the Point(s) of Delivery specified therein. A Customer's release of a portion of the MDTQ under any Service Agreement shall operate as a release of a proportionate amount of the MATQ thereunder. The Customer acquiring capacity released under this Section 9 may use other Point(s) of Receipt and Point(s) of Delivery only as allowed under the applicable Rate Schedule and Service Agreement. Unless the Release is permanent and with no rights of recall, the new Service Agreement may not be amended to change Point(s) of Receipt or Point(s) of Delivery without the written consent of Releasing Customer.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

(b) If capacity is released during any Service Year, the Releasing Customer releasing such capacity shall have its MATQ reduced for such Service Year by the quantity received during such Service Year prior to the release and associated with the MDTQ so released. If a capacity release terminates during any Service Year, the Releasing Customer shall have its MATQ increased for such Service Year by the quantity received during such Service Year during the period of the release under the acquiring Customer's agreement.

(c) Capacity resold under this Section 9, including capacity resold under the bidding exception of Section 9.4, shall be subject to the maximum rates, including any applicable surcharges, set forth in Pipeline's Statement of Rates for the applicable Rate Schedule; provided, however, for releases that become effective on or after July 30, 2008, any proposed capacity release transaction with a duration greater than thirty-one (31) days and less than or equal to one (1) year, unless such proposed release is to an asset manager or a marketer participating in a state-regulated retail access program, must be posted for bidding regardless of the proposed rate if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release; and provided further that, for releases that become effective on or after July 30, 2008, the rate for any release transaction with a term of one (1) year or less may exceed the maximum tariff rate for the applicable rate schedule, if the effective date of the proposed release is on or before one (1) year from the date on which Pipeline is notified of the release, subject to the restrictions in Section 9.11 herein. If Releasing Customer specifies that the capacity may be released on a volumetric-rate basis, the volumetric rate for the release shall apply only to the reservation portion of the rate and shall be subject to the maximum volumetric rates set forth in Pipeline's Statement of Rates for the applicable Rate Schedule. Capacity released subject to recall is firm service subject to the same maximum rates as capacity released not subject to recall.

(d) Capacity released hereunder shall be acquired by the Replacement Customer under the same Rate Schedule as that applying to the existing Service Agreement.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.9 Pipeline's Rights to Terminate Temporary Capacity Releases. In the event of a temporary release for which (1) Pipeline has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies Pipeline's credit requirements as outlined in Section 3 of Pipeline's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Pipeline (or, if Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges), then Pipeline shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum one of the following: (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Pipeline, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Pipeline and Replacement or Prearranged Customer. The Replacement or Prearranged Customer may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Pipeline shall not be required to permit Replacement or Prearranged Customer to retain its geographic segment of capacity, and may require Replacement or Prearranged Customer to pay for the full capacity path of the defaulting Releasing Customer at the lower of the rate the defaulting Releasing Customer paid or the applicable maximum tariff rate. Pipeline's right to terminate the Addendum is subject to Pipeline providing written notice of termination to the Replacement or Prearranged Customer within 60 days of the determination by Pipeline that the Releasing Customer no longer satisfies Pipeline's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

9.10 Notices to Releasing Customers.
Pipeline shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Pipeline to the Releasing Customer's Replacement Customer(s), of the following:

(1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Pipeline's Tariff;
(2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
(3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
(4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Pipeline's Tariff.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.11 Any capacity released by a Releasing Customer who has exercised its most favored nations right in accordance with Section 1.11(A) of the Stipulation and Agreement approved by the Commission in Docket No. RP04-360 may be released in the secondary market (whether by that Releasing Customer or by a Replacement Customer), subject to the condition that such capacity is released at a rate not in excess of the rate that applies to the Releasing Customer's Service Agreement, such that the most favored nations benefit will be more effectively passed through to the broadest market possible.

9.12 Capacity Request Notice. Any party desiring to acquire firm capacity pursuant to this Section 9 must submit the following information to Pipeline via e-mail to link-help@spectraenergy.com:

(a) the Replacement Customer's name and contact information;

(b) the Maximum Daily Transportation Quantity desired;

(c) the desired commencement date and term of the service;

(d) the desired primary receipt and delivery points and the associated Maximum Daily Receipt Obligation and Maximum Daily Delivery Obligation for the service;

(e) the maximum rate(s) that Replacement Customer will pay for the service;

(f) whether Replacement Customer will accept a release with recall rights, and if so, what recall rights would be acceptable; and

(g) whether Replacement Customer's request is contingent, and if so, the basis for the contingency.

Pipeline shall post such information on the LINK® System for a period of one month or until a transaction is effected, whichever is shorter.

10. ACTION ALERTS AND OPERATIONAL FLOW ORDERS

10.1 Circumstances Warranting Issuance: Pipeline shall have the right to issue Action Alerts or Operational Flow Orders (OFOs), as specified in this Section 10, that require actions by a Customer(s) in order (i) to alleviate conditions that threaten to impair reliable firm service, (ii) to maintain pipeline operations at the pressures required to provide efficient and reliable firm services, (iii) to have adequate gas supplies in the system to deliver on demand, (iv) to maintain service to all firm Customers and for all firm services, (v) to preserve the integrity of the pipeline system, (vi) to assure adequate fuel and Company Use Gas, and/or (vii) to maintain the system in balance for the foregoing purposes. Pipeline shall lift any effective OFO or Action Alert, promptly upon the cessation of operating conditions that caused the relevant system emergency.

10.2 Actions to be Taken to Avoid Issuance: Pipeline shall, to the extent reasonably practicable, take all reasonable actions necessary to avoid issuing an OFO or Action Alert. Such actions shall include, in order of priority (i) working with OBA parties to temporarily adjust receipts and/or deliveries at relevant Point(s) of Receipt or Point(s) of Delivery, (ii) working with Customers to adjust scheduled flows on the system, or (iii) taking any other reasonable action designed to mitigate the system emergency. After taking all such reasonable actions to avoid issuing an OFO or Action Alert, Pipeline will have the right to issue OFOs or Action Alerts, if necessary, in the circumstances described in Section 10.1.

10.3 Preliminary Notification: Pipeline shall provide, via posting on the LINK® System and on its Web site, prior notice to all Customers of upcoming system events, such as anticipated weather patterns and operational problems that may necessitate the issuance of an OFO or Action Alert. Pipeline will use electronic mail (e-mail) in order to facilitate certain notifications to Customers as required by this FERC Gas Tariff; Customer shall provide Pipeline with at least one e-mail address to which these notifications can be sent, and shall be responsible for updating such information as necessary.

10.4 Applicability of OFO or Action Alert: Pipeline shall make an OFO or Action Alert as localized as is reasonably practicable based on Pipeline's good faith and reasonable judgment concerning the situations requiring remediation such that an OFO or Action Alert will be directed (i) first to Customers causing the problem necessitating the OFO or Action Alert or transporting gas in the area of the system in which there is an operational emergency, and (ii) second to those Customers transporting gas in the area of the system where action is required to correct the problem necessitating the OFO or Action Alert. Pipeline will narrowly tailor the OFO or Action Alert to match the system emergency.

10.5 Notice: Pipeline will issue all OFOs or Action Alerts via the LINK® System and on Pipeline's Web site. Pipeline will make any such posting as soon as reasonably practicable but, in no event, not later than 24 hours prior to the OFO or Action Alert becoming effective (if feasible under the circumstances). The OFO or Action Alert will set forth (i) the time and date of issuance, (ii) the actions that the Customer(s) is required to take, (iii) the time by which the Customer(s) must be in compliance with the OFO or Action Alert, (iv) the anticipated duration of the OFO or Action Alert, and (v) any other terms that Pipeline may reasonably require to ensure the effectiveness of the OFO or Action Alert. In addition to the other information contemplated by this Section 10.5, such notice shall also include information about the status of operational variables that determine when an OFO or Action Alert will begin and end, and Pipeline shall post periodic updates of such information, promptly upon the occurrence of any material change in the information. Pipeline will post a notice on the LINK® System and on its Web site informing Customer(s) when any OFO or Action Alert in effect will be canceled and specifying the factors that caused the OFO or Action Alert to be issued and then lifted, to the extent such factors are known. For each notice contemplated by this Section 10.5, Pipeline will provide simultaneous notice by electronic (e-mail) to each shipper that requests such notice, and has provided its e-mail address to Pipeline.

GENERAL TERMS AND CONDITIONS
(continued)

10. ACTION ALERTS AND OPERATIONAL FLOW ORDERS (continued)

10.6 Action Alerts: In the event that, in Pipeline's judgment, action is required to avoid a system integrity issue, Pipeline may issue Action Alerts. Action Alerts will be noticed in accordance with the procedures set forth in Section 10.5 above. Action Alerts can be issued to effect any of the following:
(a) curtailment of interruptible services;
(b) restrictions of deliveries to specific Receipt or Delivery Point(s) covered by an Operational Balancing Agreement based on the aggregate daily quantity scheduled for receipt and/or delivery at the affected locations;
(c) forced balancing such that point operators will be required to assure that nominations equal flows or that Receipts and Deliveries fall within the tolerance level designated in the Action Alert; and/or
(d) any action required to maintain the integrity of Pipeline's System in order to avoid operational conditions that would require the issuance of an OFO.

10.7 Operational Flow Orders: In the event that (i) Customer(s) does not respond to an Action Alert, (ii) the actions taken thereunder are insufficient to correct the system emergency for which the Action Alert was issued, or (iii) there is insufficient time to carry out the procedures hereunder with respect to a particular system emergency, Pipeline may periodically take unilateral action, including the curtailment of firm service, to maintain the operational integrity of Pipeline's system (or any portion thereof). For purposes of this Section 10.7, the operational integrity of Pipeline's system shall encompass the integrity of the physical system and the preservation of physical assets and their performance, the overall operating performance of the entire physical system as an entity (or any portion thereof), and the maintenance (on a reliable and operationally sound basis) of total system deliverability and the quality of gas delivered. Notice of an Operational Flow Order will be provided pursuant to and in accordance with Section 10.5 above.

10.8 Penalties: To the extent Pipeline issues an Action Alert or Operational Flow Order and Customer(s) does not comply with such order, Pipeline will assess, and Customer will be obligated to pay Pipeline a penalty as follows:
(a) Action Alert penalty for each Dekatherm of Gas by which Customer deviated from the requirements of the Action Alert equal to the product of 150% times the Platts Gas Daily "Daily Price Survey" High Common price for "Dracut, Mass." for each Day that said Action Alert is in effect.
(b) Operational Flow Order penalty for each Dekatherm of Gas by which Customer deviated from the requirements of the Operational Flow Order equal to the product of 300% times the Platts Gas Daily "Daily Price Survey" High Common price for "Dracut, Mass." for each Day that said Operational Flow Order is in effect.

Any penalty revenue collected by Pipeline pursuant to this Section 10.8 will be credited, net of costs, to those Customers that did not incur penalties pursuant to this Section 10.8 in the Month for which penalty revenues were received ("Non-Offending Customer"), based on the ratio of the actual volumes taken by the Non-Offending Customer to the actual volumes taken by all Non-Offending Customers. Such credits shall be calculated for each Month of the twelve (12) Month period ending July 31 of each year, and will be included on the Non-Offending Customers' invoice for the Month of October. Penalties will not apply to Customers who stay within the tolerance specified in the Action Alert or OFO.

10.9 Liability of Pipeline: Pipeline shall not be liable for any costs incurred by Customer in complying with an OFO or Action Alert. Pipeline shall not be responsible for any damages that result from any interruption in Customer's service that is a result of Customer's failure to comply promptly and fully with an OFO or Action Alert, and the non-complying Customer shall indemnify Pipeline

GENERAL TERMS AND CONDITIONS
(continued)

10. ACTION ALERTS AND OPERATIONAL FLOW ORDERS (continued)

against any claims of responsibility. However, Pipeline shall use reasonable efforts to minimize any such costs or damages.

10.10 Customers: As a point of clarification, any reference in this Section 10 to a Customer includes both Pipeline's transportation Customers and OBA Parties.

11. BALANCING

11.1 Imbalance Resolution Procedures. Customer shall have the responsibility to maintain as nearly as practicable an equal balance between quantities of Gas received at the Point(s) of Receipt, adjusted for appropriate Fuel Retainage Quantity, and quantities of Gas delivered each Month. If Customer does not maintain an equal balance between quantities of Gas received at the Point(s) of Receipt, adjusted for appropriate Fuel Retainage Quantity, and quantities of Gas delivered, the resulting contract imbalance will be handled in accordance with the provisions of this Section 11 to eliminate contract imbalances accumulated during the Month and to provide added incentives to Customers to comply with their monthly balancing responsibilities.

(a) Contract Imbalance

(1) Service Agreements. A contract imbalance for a Service Agreement shall be the difference between actual quantities of gas received at the Point(s) of Receipt less appropriate Fuel Retainage Quantity, and actual quantities of gas delivered during the Month under the Service Agreement. To the extent Customer is utilizing service provided at a meter with an OBA Party, Customer's confirmed nomination quantities at that meter will be used as the actual quantity for purposes of calculating the imbalance level in accordance with Section 11.1(b) below.

(2) Operational Balancing Agreements. The contract imbalance for an OBA Party shall be based on the difference between total actual quantities of Gas received or delivered through the affected meter and the total aggregated confirmed nomination quantities for that meter, which shall be used as the actual quantities of Gas received or delivered for purposes of Section 11.1(b) below.

11. BALANCING (continued)

(b) Imbalance Level. The imbalance level shall be the absolute value of the lesser of the operational monthly contract imbalance or the actual monthly contract imbalance, after minimizing the imbalance in accordance with the Imbalance Netting provisions contained in Section 11.5 herein, divided by scheduled monthly receipts. Operating data and actual data will be accessible via the LINK® System or other mutually agreeable form of communication.

11.2 Resolution of Imbalances. During the Month, Cash-out Party may use any or all of the Imbalance Management Services, as defined in Section 1 of the GT&C, to reduce or eliminate the cash-out liability for imbalances. In addition, Cash-out Party may trade an imbalance with another Cash-out Party, in accordance with Section 11.4 below, until the close of the seventeenth Business Day after the end of the Month during which the imbalance occurred. Any imbalance(s) not resolved via any of the Imbalance Management Services will be resolved pursuant to Sections 11.5 and 11.6 herein.

11. BALANCING (continued)

11.3 Imbalance Management Services. The Imbalance Management Services offered by Pipeline are identified in Section 1 of the GT&C. Details of each service are included in the applicable Rate Schedule and Form of Service Agreement contained in this Tariff, or in Section 11.4 below.

11.4 Imbalance Trading. Imbalance Trading is available for any imbalance that would otherwise be resolved pursuant to Sections 11.5 and 11.6 below. Pipeline shall allow Cash-out Parties to trade imbalances within the same Operational Impact Area, as defined in Section 1 of the GT&C, if the two Cash-out Parties' imbalances are offsetting balances for the Month, such that the net imbalance for each Cash-out Party after the completion of the trade would be reduced to a quantity closer to zero. A Cash-out Party may trade any imbalance with another Cash-out Party, provided that any trades involving OBA imbalances shall not result in a transportation path which crosses a Posted Point of Restriction, as defined in Section 1 of the GT&C; provided further that to the extent the imbalances were incurred during the remainder of the Month when no Posted Point of Restriction was in effect, those imbalances are available for trading. An OBA Party that trades an imbalance resulting from actual deliveries by Pipeline in excess of scheduled deliveries (due Pipeline) shall be assessed a transportation imbalance charge. An OBA Party that trades an imbalance resulting from actual deliveries by Pipeline that are less than scheduled deliveries (due OBA Party) shall be assessed a transportation imbalance credit. The transportation imbalance charge and transportation imbalance credit shall be calculated by multiplying the traded quantity by the actual weighted average Usage Charge owed on all quantities of Gas delivered during the Month to that OBA Party.

11. BALANCING (continued)

Pipeline will provide the ability to post and trade imbalances at any time during the gas flow Month, and until the seventeenth Business Day after the end of the Month during which the imbalances occurred. To facilitate the trading process, Pipeline will, upon receipt of Cash-out Party's authorization, post a Cash-out Party's imbalance quantity on its Web site. Authorizations to Post Imbalances that are received by Pipeline by 11:45 a.m. will be effective by 8:00 a.m. the next Business Day (CT). An Authorization to Post Imbalances will remain in effect until cancelled by the Cash-out Party. Imbalances previously authorized for posting will be posted as they become available, but no later than the ninth Business Day of the Month; however, Pipeline will not be required to post zero imbalances. The information posted will also identify the Cash-out Party, the contract, the Operational Impact Area and the gas flow Month applicable to the posted imbalance quantity. For purposes of determining the imbalance quantity that will be posted, all imbalances within an Operational Impact Area due Cash-out Party under all of Cash-out Party's contracts and all imbalances in that Operational Impact Area due Pipeline under all of Cash-out Party's contracts shall be summed together to yield a single net imbalance quantity for the Cash-out Party in that Operational Impact Area for the Month, unless otherwise agreed to pursuant to Section 11.5 below. Pipeline will provide to all Customers the ability to view, and upon request, download posted imbalance information.

Pipeline shall enable the imbalance trading process by (i) receiving the Request for Imbalance Trade, (ii) receiving the Imbalance Trade Confirmation, (iii) sending the Imbalance Trade Notification to all affected parties, and (iv) reflecting the trade prior to or on the next monthly Customer Imbalance or cashout. When trading imbalances, the quantity to be traded must be specified. After receipt of an Imbalance Trade Confirmation, Pipeline will send the Imbalance Trade Notification to the initiating trader and the confirming trader no later than noon (CT) on the next Business Day. Imbalance trades can only be withdrawn by the initiating trader and only prior to the confirming trader's confirmation of the trade. Imbalance trades are considered final when confirmed by the confirming trader and effectuated by Pipeline. Pipeline shall update the Cash-out Party's imbalance data to reflect any final trades of imbalance quantities no later than 9:00 a.m. CT on the next Business Day after the trade is finalized.

11. BALANCING (continued)

11.5 Imbalance Netting

For purposes of determining the imbalance quantity that will be subject to resolution pursuant to Section 11.6 below, all imbalances within an Operational Impact Area due Cash-out Party under all of Cash-out Party's contracts for a Month and all imbalances in that same Operational Impact Area due Pipeline under all of Cash-out Party's contracts for the same Month shall be summed together to yield a single imbalance for that Operational Impact Area for the Month, unless otherwise requested in writing by Cash-out Party. Any imbalance not resolved after Sections 11.3 and 11.4 above have been utilized will be subject to resolution in accordance with Section 11.6 below.

11.6 Cash-out Provision

Prior to or with the monthly transportation invoice. Pipeline will render each Cash-out Party a statement detailing the unresolved imbalances. In the second Month after the imbalances occurred, a bill for the amount due Pipeline or a credit of the amount due Cash-out Party, as determined below, will be rendered with the monthly transportation invoice pursuant to Section 15.1 of these General Terms and Conditions.

(a) Imbalance Due Pipeline. For contract imbalances, after minimization in accordance with the Imbalance Netting provisions in Section 11.5 herein, where actual deliveries exceed actual receipts at the Point(s) of Receipt less Fuel Retainage Quantity, Cash-out Party or OBA Party shall pay Pipeline based on the accumulated sum of the results of the formulas listed below:

Imbalance Level	Factor	Results
0% - < 5%	1.00	(price x quantity < 5%)
> 5% - <10%	1.10	(price x quantity > 5% & <10%)
>10% - <15%	1.20	(price X quantity >10% & <15%)
>15% - <20%	1.30	(price x quantity >15% & <20%)
>20% - <25%	1.40	(price x quantity >20% & <25%)
>25%	1.50	(price x quantity >25%)

The amount due Pipeline for each imbalance level shall be determined by multiplying the corresponding imbalance level factor by the Index Price, as determined in Section 11.6(c) herein, for the Month in which the contract imbalance was incurred, times the quantity within each imbalance level. The calculation of cash out charges relating to excess deliveries shall also include a transportation imbalance charge, which shall be calculated by multiplying the excess delivery quantity by the actual weighted average Usage Charge owed on all quantities of Gas delivered during the Month to that Cash-out Party.

11. BALANCING (continued)

(b) Imbalance Due Cash-out Party. For contract imbalances, after minimization in accordance with the Imbalance Netting provisions in Section 11.5 herein, where actual receipts at the Point(s) of Receipt less Fuel Retainage Quantity exceed actual deliveries, Pipeline shall purchase from Cash-out Party such excess receipts. Pipeline shall pay Cash-Out Party based on the accumulated sum of the results of the formulas listed below:

Imbalance Level	Factor	Results
0% - < 5%	1.00	(price x quantity < 5%)
> 5% - <10%	.90	(price x quantity > 5% & <10%)
>10% - <15%	.80	(price X quantity >10% & <15%)
>15% - <20%	.70	(price x quantity >15% & <20%)
>20% - <25%	.60	(price x quantity >20% & <25%)
>25%	.50	(price x quantity >25%)

The amount due Cash-out Party for each imbalance level shall be determined by multiplying the corresponding imbalance level factor by the Index Price, as determined in Section 11.6(c) herein, for the Month in which the contract imbalance was incurred times the quantity within each imbalance level. The calculation of the amount due Cash-out Party relating to excess quantities shall also include a transportation imbalance credit, which shall be calculated by multiplying the excess quantities by the actual weighted average Usage Charge owed on all quantities of Gas delivered during the Month to that Cash-out Party. Pipeline shall have no responsibility for the distribution of funds beyond the initial distribution to the Cash-out Party.

GENERAL TERMS AND CONDITIONS
(continued)

11. BALANCING (continued)

(c) Index Price. The Index Price for purposes of resolving imbalances shall be determined by calculating the arithmetical average of Platts Gas Daily "Daily Price Survey" Midpoint prices for "Dracut, Mass." as such prices are posted for the applicable Month less the 100% load factor Rate Schedule MN365 maximum recourse rate and less the average monthly fuel cost. The average monthly fuel cost shall be calculated by multiplying (1) the monthly average of Platts Gas Daily "Daily Price Survey" Midpoint price for "Dracut, Mass." as such prices are posted for the applicable Month less the 100% load factor Rate Schedule MN365 maximum recourse rate in effect during such Month by (2) the applicable monthly Fuel Retainage Percentage listed on the Statement of Fuel Retainage Percentages. In the event that this index price is no longer available, Pipeline will file to change its Tariff and may, at its discretion, select an appropriate price for the interim period, subject to refund.

11.7 Credit. On a monthly basis Pipeline shall credit or debit, as appropriate, the Fuel Retainage Quantity Deferred Account as provided in Section 20.4 herein, the net proceeds from the operation of the imbalance resolution procedures contained in this Section 11.

11. BALANCING (continued)

11.8 OPERATIONAL BALANCING AGREEMENTS ("OBA")

(a) For the purpose of minimizing operational conflicts between various pipeline facilities with respect to the delivery of Gas to and from Pipeline's facilities, Pipeline may enter into Operational Balancing Agreements (OBAs) with appropriate parties that operate natural gas facilities which interconnect with Pipeline's system (herein called "OBA Party"). Such OBA shall specify the Gas Custody transfer procedures to be followed by Pipeline and OBA Party for the confirmation of scheduled quantities of Gas to be received by Pipeline at the Point of Receipt or delivered by Pipeline at the Point of Delivery. Such OBA will provide that any variance between actual quantities and scheduled and confirmed quantities at the point where the OBA is in place for any Gas Day shall be cashed out or resolved in-kind promptly pursuant to the terms of the OBA and that such daily scheduling and monthly balancing variances are the responsibility of the OBA Party.

To facilitate such determination of variances on a timely basis, Pipeline and the OBA Party will agree in the OBA on necessary measurement and accounting procedures. Pipeline shall post on the LINK® System those Points of Receipt and Points of Delivery at which an OBA is in effect.

11. BALANCING (continued)

(b) Pipeline shall have no obligation to negotiate and execute OBAs with any OBA Party that:

(1) is not creditworthy as determined pursuant to Section 3 of the GT&C; for purposes of such provision, references to Customer shall refer to the OBA Party;

(2) does not maintain dispatching operations which are staffed on a continuous around-the-clock basis every day of the year;

(3) would cause the level of regulation which Pipeline is subject to prior to the execution of the applicable OBA to increase; or

(4) does not commit to timely determination of variances based on reasonable available measurement technology; or

(5) has not demonstrated operational consistency commensurate with the OBA relationship over a minimum period of three years.

(c) Nothing in this Section 11.8 nor any executed OBA shall limit Pipeline's rights to take action as may be required to adjust receipts and deliveries under any Service Agreement to reflect actual experience or to alleviate conditions which threaten the integrity of Pipeline's system, including maintenance of service to higher priority Customers and/or services.

(d) When Pipeline enters into an OBA with a regulated interstate or intrastate pipeline, Pipeline may waive the daily scheduling provisions in Sections 5 and 6, herein, to maintain operational flexibility and integrity.

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS

The provisions set forth in this Section 12 shall apply to all gas received or delivered by Pipeline, except as expressly set forth herein to the contrary.

12.1 Natural or Artificial Gas. The gas received or delivered by Pipeline hereunder shall be a combustible gas consisting wholly of, or a mixture of:

(a) Natural gas of the quality and composition produced in its natural state except that the Pipeline may extract or permit the extraction of any of the constituents thereof except methane.

(b) Gas generated by vaporization of Liquefied Natural Gas ("LNG").

(c) Manufactured, reformed, or mixed gas consisting essentially of hydrocarbons of the quality and character produced by nature in the petroleum, oil and gas fields with physical properties such that when the artificial pipeline gas is commingled with natural gas, the resulting mixture is indistinguishable from natural gas complying with specifications under the FERC Gas Tariff.

12.2 Total Heating Value and Wobbe Number.

(a) No gas delivered hereunder shall have a Total Heating Value at the Point of Receipt below 967 Btu per cubic foot (BTU/CF) and no more than 1110 BTU/CF.

(b) No gas delivered hereunder shall have a Wobbe Number at the Point of Receipt below 1314 or more than 1400, subject to the limitations and obligations, and related exceptions, applicable during the "Phase-In Period," all as defined and set forth in the Stipulation and Agreement submitted to FERC on February 27, 2009 and approved by FERC on April 21, 2009 in Docket No. RP08-374-000, (calculated using Total Heating Value (THV)), dry, under standard conditions at 14.73 psia at 60 degrees Fahrenheit based on the following mathematical definition and in accordance with Section 14 of these GT&C:

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS (continued)

THV / Sqrt SGgas

Where:
THV = Total Heating Value (Btu/scf)
SGgas = Specific Gravity
Sqrt = Square root of.

(c) The Total Heating Value shall be determined by gas chromatographic analysis using most recent AGA standards or any revision thereof, or by other methods mutually agreed upon by Customer and Pipeline.

12.3 Composition.

(a) Merchantability. The gas shall be commercially free, under continuous gas flow conditions, from objectionable odors (except those required by applicable regulations), solid matter, dust, gums, and gum-forming constituents which might interfere with its merchantability or cause injury to or interference with proper operations of the pipelines, compressor stations, meters, regulators or other appliances through which it flows, or their operation.

(b) Oxygen. The gas shall not have an uncombined oxygen content in excess of two-tenths (0.2) of one percent (1%) by volume.

(c) Non-Hydrocarbon Gases. The gas shall not contain more than four percent (4%) by volume, of a combined total of non-hydrocarbon gases (including carbon dioxide and nitrogen); it being understood, however, that the total carbon dioxide content shall not exceed two percent (2%) by volume and that the combined oxygen and nitrogen content shall not exceed two and three quarters percent (2.75%) by volume; provided,

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS (continued)

gas received from Maritimes & Northeast Pipeline Limited Partnership may contain up to two and one quarter percent (2.25%) carbon dioxide content by volume if Pipeline determines, in its reasonable discretion, that commingling opportunities exist to permit it to deliver gas into downstream interstate pipelines with a total carbon dioxide content that does not exceed two percent (2%) by volume.

(d) Liquids. The gas shall be free of water and hydrocarbons in liquid form at the temperature and pressure at which the gas is received and delivered.

(e) Hydrogen Sulfide. The gas shall not contain more than one-fourth (1/4) grains of hydrogen sulfide per one-hundred (100) Cubic Feet.

(f) Total Sulphur. The gas shall not contain more than two (2) grains of total sulphur, excluding any mercaptan sulphur, per one-hundred (100) Cubic Feet.

(g) Temperature. The gas shall not have a temperature of more than one-hundred twenty degrees (120o) Fahrenheit.

(h) Water Vapor. For gas received into Pipeline's system from a receipt point located in the continental United States, such gas shall not contain in excess of seven (7) pounds of water vapor per million Cubic Feet. For gas received into Pipeline's system from a receipt point north of the continental United States, such gas shall not contain in excess of five (5) pounds of water vapor per million Cubic Feet. All gas delivered by Pipeline, regardless of where received, shall not contain in excess of seven (7) pounds of water vapor per million Cubic Feet.

(i) Liquefiable Hydrocarbons. The gas shall not contain liquid hydrocarbons or hydrocarbons liquefiable at temperatures warmer than 15°F and normal pipeline operating pressures of 100-1440 psig. This correlates to a limit of 0.032 gallons of C6+ hydrocarbons per thousand Cubic Feet of natural gas (GPM) at any operating pressure.

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS (continued)

(j) Microbiological Agents. The gas shall not contain, either in the gas or in any liquids with the gas, any microbiological organism, active bacteria or bacterial agent capable of contributing to or causing corrosion and/or operational and/or other problems.

Microbiological organisms, bacteria or bacterial agents include, but are not limited to, sulfate reducing bacteria (SRB) and acid producing bacteria (APB). Tests for bacteria or bacterial agents shall be conducted on samples taken from the meter run or the appurtenant piping using American Petroleum Institute (API) test method API-RP38 or any other test method acceptable to Pipeline and Customer which is currently available or may become available at any time.

(k) Non-methane Hydrocarbons. The gas shall not contain a non-methane hydrocarbon content of more than twelve percent (12.0%) of ethanes and heavier hydrocarbons (C2+), of which the content of butanes and heavier hydrocarbons (C4+) shall not exceed one and one half percent (1.5%) of the gas.

12.4 If the gas tendered for Customer's account to Pipeline shall fail at any time to conform to any of the specifications set forth in this Section 12 or in Pipeline's reasonable judgment, may cause harm to its facilities or diminish the quality of gas in the system, then Pipeline shall have the right, after either written, oral or telephonic notice to Customer, to refuse to accept all or any portion of such quality deficient gas. In the event Pipeline refuses to accept gas tendered by Customer because such gas does not conform to the specifications set forth herein, Customer shall not be relieved of its obligation to pay any Reservation Charge provided for in Customer's Service Agreement. If the gas tendered by Pipeline for Customer's account shall fail at any time to conform to any of the specifications set forth in this Section 12 then Customer shall notify Pipeline of such deficiency and may, at its option, refuse to accept delivery pending correction by Pipeline.

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS (continued)

12.5 Waiver.

(a) Notwithstanding the requirements set forth in this Section 12, to the extent that the interruption of supply available to Pipeline's system results in volumes available for flow on the system that, in Pipeline's reasonable determination, are equal to or less than the aggregate quantity of local distribution company and end-use markets connected directly to the system, Pipeline may allow Customer to tender for service or cause to be tendered, pursuant to an executed Service Agreement under Pipeline's rate schedules, gas which does not when injected into Pipeline's pipeline meet the quality specifications set forth in this Section 12; provided that Pipeline's acceptance of such gas shall not adversely impact Pipeline's system facilities or operations. Pipeline shall post on LINK® any such waiver of Pipeline's gas quality requirements. Customer acknowledges that following the posting of a waiver as contemplated in this Section 12.5(a), Customer may receive gas that does not conform to the specifications set forth in this Section 12 if deliveries are scheduled under Customer's Service Agreement while the posting is in effect. Pipeline shall implement this Section 12.5(a) on a non-discriminatory basis. In the event that Pipeline's acceptance of such gas results in the diminution in quality, quantity or economic value of gas transported for others, Customer who injects or causes to be injected such gas into Pipeline's system shall be liable for any damage caused thereby and such Customer shall indemnify and hold Pipeline harmless from any damage caused thereby; provided, however, that Customer shall not be obligated to indemnify Pipeline for any damage resulting from Pipeline's gross negligence, undue discrimination or willful misconduct in its handling of the gas pursuant to this Section 12.5(a).

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS (continued)

(b) In addition to Section 12.5(a), Pipeline may waive the requirements set forth in this Section 12 in order to allow Customer to tender or cause to be tendered gas which does not, when injected into Pipeline's system, meet the quality specifications set forth in this Section 12; provided that acceptance of such gas shall not adversely affect Pipeline's system facilities or operations, and further provided that once such gas has been blended, to the extent blending occurs, the commingled gas stream at any delivery point on Pipeline's system shall be compliant with the quality specifications set forth in Section 12; Pipeline shall post on LINK® any waiver of Pipeline's gas quality requirements. Pipeline shall implement this Section 12.5(b) in a not unduly discriminatory manner and may cancel any waiver at any time if necessary to ensure that the commingled gas stream is compliant with the quality specifications set forth in Section 12 at any delivery point on Pipeline's system.

12.6 Notwithstanding the requirements set forth in Section 12.5, Pipeline, at any time and from time to time, shall have the right, either by written, oral or telephonic notice to Customer, to arrange for any necessary processing of Customer's quality deficient gas tendered to Pipeline to ensure such gas meets the minimum quality specifications set forth in this Section 12. Pipeline shall bill the applicable Customer and such Customer shall pay Pipeline for all costs (including shrinkage) incurred by Pipeline relating to the processing of the Customer's gas as necessary to ensure that Pipeline fully recovers such costs and applicable carrying charges. Pipeline shall have the right to sell or otherwise dispose of any or all of the processing products without accounting to Customer or owner of the processed gas.

GENERAL TERMS AND CONDITIONS
(continued)

12. QUALITY OF GAS (continued)

12.7 Pipeline shall have the unqualified right to commingle gas transported hereunder with gas from other sources, and to treat and handle all such gas as its own. It is recognized that gas delivered may not be the same molecules as those received at the Point of Receipt. To the extent Customer or any other party elects not to exercise its rights, if any, to process gas for the removal of liquids and liquefiable hydrocarbons, Pipeline shall have the unqualified right to process such gas for the purpose of removing, among others, liquids and liquefiable hydrocarbons and ownership of such liquids and liquefiable hydrocarbons shall be vested in Pipeline. For any period for which Customer elects to processes its gas, the Customer or other applicable party shall be obligated to perform such processing for all relevant gas quantities during such period. The quantities of gas delivered hereunder at the Point(s) of Delivery shall be thermally equivalent to the quantities of gas received at the Point(s) of Receipt for transportation less Applicable Shrinkage and, if applicable, any reduction due to processing.

12.8 Pipeline and Customer may agree, or governmental authorities may require, that the gas be odorized by use of a malodorant agent of such character as to indicate by a distinctive odor the presence of gas. Whenever odorized gas is delivered, the quality and specifications, as set forth in this Section 12 of such gas shall be determined prior to the addition of malodorant or with proper allowance for changes or additions due to such malodorant. Such odorization of the gas by the Pipeline, unless otherwise mutually agreed by Customer and Pipeline, shall be for the purpose of detection of the gas only during the time, prior to delivery to the Customer, when in possession of the Pipeline. Pipeline and Customer may agree from time to time, to allow Customer to deliver odorized gas to Pipeline. Pipeline shall not be obligated to receive such odorized gas from Customer when such receipt may, in Pipeline's sole discretion, be detrimental to Pipeline's system operations.

GENERAL TERMS AND CONDITIONS
(continued)

13. PRESSURE

13.1 Receipt Pressure Obligations.

Customer shall deliver gas or cause gas to be delivered to Pipeline for Customer's account at the Point(s) of Receipt at the pressure conditions specified in the effective Service Agreement; provided, that Pipeline shall not be obligated to reduce the pressures in its facilities at such Point of Receipt(s) below the pressures which it determines, in its sole judgment, are required from time to time for the operation of its facilities.

13.2 Delivery Pressure Obligations.

Pipeline shall deliver gas hereunder for Customer's account at the Point(s) of Delivery at the pressure conditions specified in the effective Service Agreement. Pipeline shall not be obligated to deliver gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at such Point(s) of Delivery. In addition, Pipeline and Customer may specify in the executed Service Agreement a minimum delivery pressure obligation at any Point(s) of Delivery, and Pipeline shall not be obligated to reduce the pressures in its facilities at such Point(s) of Delivery below such minimum delivery pressure obligation.

13.3 In no event shall Pipeline be responsible for over-pressure protection on Customer(s) facilities.

14. MEASUREMENT & MEASUREMENT EQUIPMENT

14.1 Determination of Quantity.

The quantity of gas received and delivered by Pipeline for Customer's account hereunder shall be measured according to Boyle's and Charles' Laws for the measurement of gas under varying pressures and temperatures with deviations therefrom as provided in Section 14.9 below and shall be determined as follows:

(a) The unit of measurement for the purpose of service under any of Pipeline's rate schedules shall be one (1) Dth. The number of Dths delivered shall be determined by multiplying the number of Cubic Feet of gas received or delivered, measured on the measurement basis hereinafter specified, by the Total Heating Value of such gas, in Dekatherms per Cubic Foot, as defined in Section 1 of the GT&C, and by dividing the product by 1 million (1,000,000.00).

(b) The unit of quantity for the purpose of measurement shall be 1 Cubic Foot of gas at a temperature of 60o Fahrenheit, at a pressure of thirty-three hundredths pounds per square inch (0.33 PSI) gauge and an atmospheric pressure of 14.4 PSI, resulting in an absolute pressure of 14.73 pounds per square inch.

(c) The unit of weight for the purpose of measurement shall be one (1) pound mass of gas.

(d) The average absolute atmospheric pressure shall be assumed to be 14.4 pounds per square inch.

14. MEASUREMENT & MEASUREMENT EQUIPMENT (continued)

(e) The temperature of the gas passing through the meters shall be determined by the use of electronic transducers, recording thermometer or other temperature measuring devices. The instantaneous measurement from the electronic measurement equipment or the arithmetic average of the temperature recorded each Day shall be used in computing gas quantities.

(f) The specific gravity of the gas flowing through the meters shall be determined by gas chromatographic analysis, recording gravitometer, or continuous or spot sampling methods, unless otherwise mutually agreed upon by Customer and Pipeline. The arithmetic average of the specific gravity recorded during each 24-hour Day shall be used in computing gas quantities or other periodic measurements within a shorter time frame or instantaneous specific gravity measurements may be applied to metering instruments to provide the quantity computation.

(g) When orifice meters are used, the computation of quantities of gas delivered shall be in accordance with the recommendations as published by the American Gas Association's Report No. 3, Revised - 1994, (ANSI/API 2530), and any subsequent amendments thereof as may be mutually agreed upon by Customer and Pipeline.

(h) The Total Heating Value shall be measured, unless otherwise agreed by the parties concerned, by methods in accordance with acceptable industry practice, such as, but not limited to, recording calorimeter(s) or gas chromatograph(s) located at appropriate points. The arithmetic average of the heating value recorded each 24-hour Day and as adjusted to conditions as specified in Section 1 of the GT&C, or other periodic measurements within a shorter time frame as Pipeline shall select, shall be used for computations.

(i) The deviation of the gas delivered hereunder from Boyle's and Charles' Laws shall be determined in accordance with, but not limited to, the published recommendations of the American Gas Association's Report No. 3, Revised - 1994 and the American National Standards Institute as Pipeline deems to be in accordance with accepted industry practice.

GENERAL TERMS AND CONDITIONS
(continued)

14. MEASUREMENT & MEASUREMENT EQUIPMENT (continued)

14.2 Measurement Operations and Equipment.

Measurement Operations shall include, but not be limited to, the operation, calibration and testing of the RTU, transducers, chart recorders, meter runs, gas quality monitoring devices, control valves and responsibility for quantity calculations for the measurement facility. Pipeline may allow Customer or third parties the right to perform Measurement Operations, provided that such Customer or third party furnishes to Pipeline all data required for flow computation and can meet Pipeline's measurement and operating standards; and provided, further, such Customer or third party which performs such Measurement Operations shall be responsible for any and all associated costs of such Measurement Operations unless otherwise agreed by Pipeline and Customer or third party. Measurement equipment shall consist of the necessary metering devices, designed and installed in accordance with the current published recommendations of the American Gas Association or as mutually agreed upon by Customer and Pipeline, measurement equipment shall be installed, operated and maintained at or on each interconnection of Pipeline's facility with facilities of third parties; provided, however, Pipeline shall have the right to require and may install or cause to be installed electronic gas measurement and control equipment at all points.

(a) Where orifice measurement equipment is to be used, it shall utilize "Flange Tap Connections" and the static pressure shall be measured at the downstream flange tap connection.

(b) An electronic temperature transducer, a recording thermometer or other mutually acceptable device shall be installed at the measuring station to measure the flowing gas temperature.

GENERAL TERMS AND CONDITIONS
(continued)

14. MEASUREMENT & MEASUREMENT EQUIPMENT (continued)

14.3 Access to Equipment and Records.

Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's equipment used in measuring receipts and deliveries hereunder. The records from such measurement equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within thirty (30) Days after receipt thereof.

14.4 Pressure Protection.

Pressure regulation, pressure override and pressure relief valve or other pressure limiting devices installed and operated by Pipeline at the measuring station or at or near each interconnection of Pipeline's facilities with facilities of third parties shall only be for the purpose of operation and protection of Pipeline's measurement equipment and Pipeline's facilities.

14.5 Test of Meters.

The accuracy of the Pipeline's and Customer's measurement equipment shall be verified by Pipeline and Customer at reasonable intervals and, if requested, in the presence of representatives of the Pipeline and Customer.

(a) Pipeline and Customer shall not be required to verify the accuracy of orifice meter equipment more frequently than once in any thirty (30) Day period.

(b) Pipeline and Customer shall not be required to verify the accuracy of measurement equipment, other than orifice meter equipment, more frequently than once in any ninety (90) Day period.

(c) Pipeline and Customer shall not be required to verify the accuracy of the gas chromatograph or other heating value measurement device more frequently than once in any thirty (30) Day period.

GENERAL TERMS AND CONDITIONS
(continued)

14. MEASUREMENT & MEASUREMENT EQUIPMENT (continued)

(d) Any errors or discrepancies found when testing shall be corrected immediately whenever possible or as soon thereafter as procurement of repair parts, materials and tools can be arranged.

14.6 Measurement Equipment Inaccuracy and Failure.

The quantity of gas received and delivered by Pipeline and delivered to Customer or for Customer's account hereunder during periods when the measurement equipment is out of service or registering inaccurately shall be estimated as follows:

(a) If, upon test, any measurement equipment, the readings of which are used in the registration, integration or computation of quantities of gas hereunder, is found to be in error to the extent that it introduces not more than one percent (1%) measurement error in the individual measurement equipment affected, previous records of such equipment shall be considered accurate;

(b) If, upon test, any such above measurement equipment is found to be in error, to the extent that it causes the registered or computed quantities of the instrument(s) so affected to be in error, by an amount exceeding one percent (1%) at a recording corresponding to the average hourly rate of flowthrough the instrument(s) in the period since the last preceding test, then any registrations, integration or computed quantities of such instrument(s) affected shall be corrected to zero (0) error for any part of the period since the last test in which such error is known to have existed or which may be agreed upon by representatives of the parties. In case the period of such error is not know definitely or agreed upon, such correction shall be for a period of one-half (1/2) of the elapsed time since the date of the last test, but not exceeding a correction period of sixteen (16) Days where orifice measurement equipment is used in the computation of quantity and not exceeding forty-five (45) Days where other measurement equipment is used; and

GENERAL TERMS AND CONDITIONS
(continued)

14. MEASUREMENT & MEASUREMENT EQUIPMENT (continued)

(c) If no tests have been performed to determine the degree of inaccuracy, or measurement equipment is out of service, the quantity of gas shall be estimated:

(1) By using the registration of any existing and agreed upon check equipment considered by parties concerned to be registering accurately, or in the absence of such facilities,

(2) By correcting the error, if the quantity or percentage of error is ascertainable by calibration, test, or mathematical calculation, or if neither of the two foregoing procedures are applicable,

(3) By relating the quantity of receipt or delivery to receipts or deliveries during periods under similar conditions when the measurement equipment was deemed to have been registering accurately.

GENERAL TERMS AND CONDITIONS
(continued)

14. MEASUREMENT & MEASUREMENT EQUIPMENT (continued)

14.7 Preservation of Records.

Each party shall preserve for a period of at least two (2) years all test data, charts and other similar records or such longer period as may be required by the Federal Energy Regulatory Commission.

14.8 Flow Control.

The Pipeline shall control flow of gas into and out of its facilities at all measurement facilities, but may allow the following if all of Pipeline's operating standards and requirements are met: (a) Pipeline may allow third parties to control flow into the Pipeline's facilities, and (b) Pipeline may allow third parties to control flow out of the Pipeline's facilities, but reserves the right to override the third party's flow control equipment.

14.9 Maintenance.

(a) Major Maintenance shall include, but not be limited to, the repair or replacement of major components and equipment required to support the Measurement Operations. For measurement facilities which Customer or third party owns and for which Pipeline performs Measurement Operations, such Customer or third party shall be responsible for any and all associated costs of such Major Maintenance unless otherwise agreed by Pipeline and Customer or third party.

(b) Routine Maintenance shall be the normal Day to Day maintenance required to support the Measurement Operations or necessary to upkeep the measurement facility and shall include, but not be limited to, replacement of minor replacement parts for instrumentation, measurement equipment (including the RTU) and minor valves and piping. The entity (Pipeline, Customer or third party) which performs the Measurement Operations for the measurement facility shall also be responsible for such Routine Maintenance and any and all associated costs of such Routine Maintenance unless otherwise agreed by Pipeline and Customer or third party.

GENERAL TERMS AND CONDITIONS
(continued)

15. INVOICES AND PAYMENTS

15.1 Pipeline shall bill Customer on or before the 10th Day of each Month for all charges and costs incurred hereunder during the preceding Month according to the measurement, computations and charges provided in this Tariff. Such bill shall be delivered to Customer or its agent by posting Customer's final bill on Pipeline's LINK® System and posting a general notice of the availability of the final bills on Pipeline's Informational Postings Web site. Pipeline will provide an e-mail notification, if an e-mail address has been designated by Customer, contemporaneously with the posting of the final bill on Pipeline's LINK® System. It is the Customer's responsibility to update e-mail address information provided to Pipeline as necessary. Customer may designate an agent to receive invoices and may designate such agent to receive the e-mail notifications of the availability of Customer's final bill on Pipeline's LINK® System. If actual quantities are unavailable in time to prepare the billing, such charges shall be based on estimated quantities and Pipeline shall provide, in the succeeding Month's billing, an adjustment based on any difference between actual quantities and estimated quantities.

15.2 The invoice submitted pursuant to Section 15.1 shall be paid by Customer so that Pipeline will receive the funds no later than ten (10) Days from the date of the invoice, except when such Day is a Saturday, Sunday or bank holiday applicable to the bank to which the payment is being remitted, in which case payment is due the following Business Day (hereinafter called "Due Date"). All payments shall be by Electronic Funds Transfer to a bank named by Pipeline, or by mutual agreement, made in immediately available funds payable to Pipeline. If Customer pays by check, payment shall be considered to have been made one Business Day after the date of receipt of such check at the address specified on the invoice. If Customer pays by Electronic Funds Transfer, payment shall be considered to have been made on the date when such payment is transferred by Customer to a bank account designated by Pipeline. All payments shall be identified by invoice number(s) and if payment differs from invoiced amount, remittance detail shall be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

15.3 Should Customer fail to pay part or all of the amount of any invoice for service provided when such amount is due, Pipeline may charge interest on the unpaid portion of the invoice computed from such Due Date until the date of payment at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the Commission's Regulations under the Natural Gas Act. If such failure to pay continues for ten (10) Days after payment is due, Pipeline shall notify Customer of the delinquency. In the event payment is not received within twenty (20) Days of the first delinquency notice, Pipeline will provide a second delinquency notice requesting payment within five Business Days. Should Customer's delinquency continue, Pipeline will provide Customer with a third and final notice stating that if payment is not received within five Business Days, then Pipeline, in addition to any other remedy it may have, may suspend further receipt and delivery of gas until such amount is paid or terminate Customer's Service Agreement. In the event of such termination of

GENERAL TERMS AND CONDITIONS
(continued)

15. INVOICES AND PAYMENTS (continued)

a Service Agreement, Pipeline shall serve the Commission and Customer with written notice of the termination.

15.4 If Customer in good faith shall dispute in writing the amount of any such invoice or parts thereof, Customer shall pay to Pipeline such amounts as it concedes to be correct and shall provide documentation identifying the basis for the dispute. In the event that Customer makes such payment and provides such documentation, and at any time thereafter within thirty (30) Days of demand made by Pipeline furnishes a good and sufficient surety bond guaranteeing payment to Pipeline of the amount ultimately found due upon such invoices after a final determination, which may be reached either by agreement or judgment of the courts as may be the case, then Pipeline shall not be entitled to suspend further service unless and until default be made in the conditions of such bond. If resolution of the dispute is in favor of Customer and the Customer furnished a surety bond instead of paying the disputed amount, then Pipeline shall reimburse Customer for the cost of securing that surety bond. No payment by Customer of the amount of a disputed invoice shall prejudice the right of Customer to claim an adjustment of the disputed invoice, subject to Section 15.5 herein.

GENERAL TERMS AND CONDITIONS
(continued)

15. INVOICES AND PAYMENTS (continued)

15.5 In the event an error is discovered in the amount hereunder, such error shall be adjusted within thirty (30) Days of the determination thereof, provided that claim therefor shall have been made in writing.

(a) Measurement data corrections shall be processed within six (6) Months of the production month with a three-Month rebuttal period.

(b) The time limitation for disputes of allocations shall be six (6) Months from the date of the initial Month-end allocation with a three-Month rebuttal period.

(c) Prior period adjustment time limits shall be six (6) Months from the date of the initial transportation invoice with a three-Month rebuttal period, excluding government-required rate changes.

These three standards shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights shall not otherwise be diminished by these standards.

15.6 Customer agrees to reimburse Pipeline for all filing or other fees, in connection with any service subject to these GT&C, that Pipeline

GENERAL TERMS AND CONDITIONS
(continued)

15. INVOICES AND PAYMENTS (continued)

is obligated to pay to the Commission or to any other governmental authority having jurisdiction. The term "fees", as used herein, shall mean any fee or charge now or hereafter levied, assessed or made by any governmental authority on the gas itself or on the act, right or privilege of producing, severing, gathering, transporting, handling, selling, receiving or delivering gas, however such fees or charges are measured.

15.7 Customer is responsible for customs, duty, taxes, and any other charges associated with the importation of gas into or export of gas out of the United States.

15.8 Refunds due Customer pursuant to the terms of this Tariff or orders of the Commission shall be paid by Electronic Funds Transfer to a bank account established by Customer if:

(a) Customer has transmitted payment for services to Pipeline by Electronic Funds Transfer within the twelve (12) Month period preceding the date of the refunds; and

(b) Customer has designated in writing a bank account for the receipt of Electronic Funds Transfers at least thirty (30) Days prior to the date established for refunds.

Refunds not paid by Electronic Funds Transfer or credit adjustment shall be paid by check.

GENERAL TERMS AND CONDITIONS
(continued)

15. INVOICES AND PAYMENTS (continued)

15.9 Both Pipeline and Customer shall have the right to examine at any reasonable time the books, records and charts of the other to the extent necessary to verify the accuracy of any invoice or claim rendered hereunder.

15.10 All amounts payable by Customer to Pipeline, for services rendered, imbalance resolution or any other amounts, are to be remitted to Pipeline in the legal currency of the United States of America.

15.11 If Customer designates Pipeline as its agent according to 15.13, payments for services rendered on the Canadian portion of the Maritimes Pipeline shall be made by Customer to Maritimes & Northeast Pipeline Limited Partnership in legal currency of the Dominion of Canada.

15.12 Customer may designate an agent for the purpose of scheduling, allocating, invoicing and/or payment. In the event an agent is designated, the agent will comply with all applicable scheduling, allocation, invoicing, and/or payment terms set forth in this Tariff.

15.13 Customer may designate Pipeline as its agent for scheduling, allocating and invoicing on Maritimes & Northeast Pipeline Limited Partnership. Any such agency agreement will be on terms mutually agreeable to both parties.

16. TERMINATION FOR DEFAULT

16.1 If either Pipeline or Customer shall fail to perform any of the covenants or obligations imposed upon it or them under and by virtue of a Service Agreement hereunder, then in such event the other party may at its option terminate such agreement by proceeding as follows: The party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) Days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the agreement, and if within said period of thirty (30) Days the party in default does so remove and remedy said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, by a good and sufficient indemnity bond or otherwise, then such notice shall be withdrawn and the agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not so indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty (30) Days, then, after any necessary authorization by regulatory bodies having jurisdiction, the agreement shall become null and void from and after the expiration of said period, provided that notice of termination has not been withdrawn prior thereto. Any cancellation of such agreement pursuant to the provision of this paragraph shall be without prejudice to the right of Pipeline to collect any amounts then due to it for service prior to the time of cancellation and shall be without prejudice to the right of Customer to receive any service for which it has paid but has not received, although entitled thereto, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of such agreement. Failure to perform an act that is excused due to, inter alia, Force Majeure does not constitute an event of default hereunder.

16.2 Prior to a termination for default, Pipeline may suspend service to any Customer who fails to comply with the GT&C, the applicable Rate Schedule, or Customer's Service Agreement. Pipeline's failure to invoke its right to terminate an agreement for default shall not be construed as a waiver of Pipeline's right to terminate service during any other period when Customer is in violation of the terms of this Tariff or of Customer's Service Agreement.

GENERAL TERMS AND CONDITIONS
(continued)

17. POLICY ON FEES AND CONSTRUCTION OF NEW FACILITIES

17.1 Customers may request that Pipeline construct a pipeline extension (other than a mainline extension) from Pipeline's existing facilities to deliver gas to one or more Customers, including new delivery points and enlargements or replacements of existing laterals. Pipeline is not required to build facilities upon Customer request or otherwise if, as determined by Pipeline in its reasonable judgment, such facilities are not economic, are not operationally feasible, will adversely impact on Pipeline's existing services or would otherwise adversely impact Pipeline's system. In the event Pipeline decides to construct such facilities, Customer shall reimburse Pipeline (a) for the costs of such facilities installed by Pipeline to receive, measure, transport or deliver natural gas for Customer's account and (b) for any and all filings and approval fees required in connection with such construction that Pipeline is obligated to pay to the Commission or any other governmental authority having jurisdiction. In the event lateral line facilities are constructed, service through such laterals will be provided pursuant to Rate Schedule MNLFT or MNIT, as applicable.

GENERAL TERMS AND CONDITIONS
(continued)

17. POLICY ON FEES AND CONSTRUCTION OF NEW FACILITIES (continued)

17.2 Pipeline may waive from time to time, at its discretion, all or a portion of the monetary reimbursement requirement set forth in Section 17.1 if it determines that construction of the facilities would be economic, based on Customer assurance of transportation throughput through the proposed facilities and other matters, as described below. All requests for waiver shall be handled by Pipeline in a manner which is not unduly discriminatory.

For purposes of determining whether a project is economic, Pipeline will evaluate projects on the basis of various economic criteria, which may include, without limitation, the estimated transportation throughput, cost of the facilities, operating, maintenance, administrative and general expenses attributable to the facilities, the system net revenues Pipeline estimates will be generated subsequent to such construction, and the availability of capital funds on terms and conditions acceptable to Pipeline. In estimating the system net revenues to be generated, Pipeline will evaluate the existence of capacity limitations of the existing facilities, the marketability of the capacity, the location of the markets, the nature of the transportation service, and other factors which impact the utilization of Pipeline's system.

GENERAL TERMS AND CONDITIONS
(continued)

17. POLICY ON FEES AND CONSTRUCTION OF NEW FACILITIES (continued)

17.3 Any monetary reimbursement due Pipeline by Customer pursuant to this Section 17 shall be due and payable to Pipeline within ten (10) Days of receipt by Customer of Pipeline's invoices) for same; provided, however, subject to Pipeline's written consent such monetary reimbursement, plus carrying charges thereon, may be amortized over a mutually agreeable period not to exceed the primary contract term of the Service Agreement between Pipeline and Customer. Carrying charges shall be computed utilizing interest factors acceptable to both Pipeline and Customer.

17.4 Nothing in this statement of policy shall require Pipeline to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act. Further, nothing in this policy statement shall prevent Pipeline from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act or a request to compel the rendition of service pursuant to Section 5 of the Natural Gas Act. Pipeline reserves the right to seek a waiver of the policies set forth in this Section 17 for good cause shown during any proceeding before the Commission instituted under the Natural Gas Act.

GENERAL TERMS AND CONDITIONS
(continued)

18. POSSESSION OF GAS

18.1 Control.

Pipeline shall be deemed to be in control and possession of the gas hereunder upon receipt of such gas until it shall have been delivered for Customer's account, and Customer shall be deemed to be in control and possession of such gas prior to such receipt by Pipeline and after such delivery for Customer's account.

18.2 Responsibility.

Pipeline shall have no responsibility with respect to the gas or on account of anything done, occurring or arising with respect to the gas before receipt of such gas by Pipeline or after delivery of the gas for Customer's account, and Customer shall have no responsibility with respect to the gas or on account of anything done, occurring or arising with respect to the gas while such gas is in Pipeline's possession; provided, however, in the event any gas flows through facilities of Customer prior to such delivery to or for Customer's account, Pipeline shall have no responsibility with respect to such gas or on account of anything which may be done, happen or arise with respect to such gas while in the facilities of Customer.

GENERAL TERMS AND CONDITIONS
(continued)

19. WARRANTY OF TITLE TO GAS

Customer warrants that Customer will at the time of receipt of the natural gas by Pipeline have good and merchantable title to all of the natural gas free and clear of all liens, encumbrances and claims whatsoever or good right to tender gas for transportation (and all necessary authorizations related thereto). Title to the gas received by Pipeline for Customer's account hereunder shall remain with Customer during its transportation or storage by Pipeline. Customer agrees to indemnify and save Pipeline harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the natural gas prior to its delivery to Pipeline for Customer's account and after its delivery by Pipeline for Customer's account. Pipeline agrees to indemnify and save Customer harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising out of adverse claims of any and all persons to the natural gas during its transportation or storage by Pipeline for Customer's account.

GENERAL TERMS AND CONDITIONS
(continued)

20. FUEL RETAINAGE QUANTITY

20.1 General. Periodically rates and charges under Pipeline's Tariff shall be adjusted to reflect changes in Pipeline's expenditures such as the Fuel Retainage Quantity. The Fuel Retainage Quantity ("FRQ") shall be determined by multiplying Customer's receipts at the Point(s) of Receipt by the Fuel Retainage Percentage ("FRP") except in the case of (i) Backhauls or (ii) receipts and deliveries by displacement at Pipeline's interconnection with Emera Brunswick Pipeline Company Ltd. at the U.S.-Canada border and receipts and deliveries by displacement at Pipeline's interconnection with Maritimes & Northeast Pipeline Limited Partnership at the U.S.-Canada border, in which case the FRQ shall be zero. During the term of the Service Agreements executed hereunder, Pipeline will periodically track changes in its requirement to retain gas in-kind in compensation for the quantities of Company Use Gas used to provide service for Customers.

20.2 Fuel Retainage Percentage (FRP). The FRP shall be as quantified pursuant to this Section 20 and as set forth in the currently effective Statement of Fuel Retainage Percentages of this Tariff. The FRP shall be subject to adjustment hereunder for service provided pursuant to Rate Schedules MN365, MN151, MN90, MNOP and MNIT. The FRP shall be equal to the sum of (a) the effective Base FRP and (b) any increment added pursuant to a flow order issued pursuant to Section 10 of these GT&C.

(a) Specified Calendar Periods. FRPs shall be established distinctly for the duration of two calendar periods as follows: (i) winter period--November 1 through March 31, and (ii) non-winter period--April 1 through October 31.

(b) Base FRPs. The Base FRPs are reflected on the currently effective Statement of Fuel Retainage Percentages of this Tariff for each specified calendar period.

20. FUEL RETAINAGE QUANTITY (continued)

20.3 Projected FRP. With each filing hereunder for each specified calendar period Pipeline shall calculate a Projected FRP as the quotient obtained by dividing (a) the projected annual quantities of Company Use Gas for each specified calendar period by (b) the projected annual throughput for each specified calendar period.

20.4 True Up.

(a) FRQ Deferred Account. Pipeline shall determine the monthly difference between (i) the actual quantity of gas realized as a result of application of this Section 20 and (ii) the actual quantity of Company Use Gas for the Month less any quantity of gas obtained during the Month pursuant to Section 10. The under- or over-realization of in-kind compensation gas shall be recorded as a debit or a credit, as the case may be, each Month in the FRQ Deferred Account. A monetary value shall be assigned to the volume debited to the FRQ Deferred Account based on amounts paid by Pipeline in obtaining gas to support the under-realization of in-kind compensation gas. Furthermore, a monetary value shall be assigned to the volume credited to the FRQ Deferred Account utilizing the monthly Index Price, as used in Section 11.6(c) of the GT&C. The FRQ Deferred Account shall also be debited or credited, as appropriate, in accordance with Section 11.7 of the GT&C. The FRQ Deferred Account shall be accumulated in twelve-Month accumulation periods, August to July, except for the initial accumulation period, which will begin on the effective date of this Section 20.4 and extend through the following July.

GENERAL TERMS AND CONDITIONS
(continued)

20. FUEL RETAINAGE QUANTITY (continued)

(b) Carrying Charges. Each Month the FRQ Deferred Account shall be debited (if the balance in said account is a debit balance) and shall be credited (if the balance in said account is a credit balance) for a carrying charge, which shall be determined by the product of (1) and (2) below.

(1) The cash balance in the FRQ Deferred Account, exclusive of carrying charges accrued pursuant to this subsection (2) net of the related deferred tax amounts, if any, as of the end of the immediately preceding Month.

(2) The annual interest rate as set forth from time to time in Section 154.501(d) of the Commission's regulations divided by 365, or 366 in a leap year, and then multiplied by the number of Days in the applicable Month.

(c) Calculation of Surcharge or Refund. With each annual filing hereunder Pipeline shall calculate surcharges or refunds designed to amortize the net monetary value of the balance in the FRQ Deferred Account at the end of the previous accumulation period. The surcharge or refund shall be based upon the allocation of the FRQ Deferred Account balance at the end of the twelve Month accumulation period over the actual throughput during the twelve Month accumulation period. A Customer's net debit or credit for the twelve Month period shall be due and payable sixty Days after the Commission's acceptance of the annual filing.

20.5 Procedure for Filing. At least thirty (30) Days prior to the effective date of a change in the FRP hereunder. Pipeline shall file with the FERC a revised Statement of Fuel Retainage Percentages setting out the proposed change and supporting workpapers showing the calculations developing such proposal. Pipeline shall file annually to revise the FRPs as provided in Section 20.3 herein and surcharge or refund as provided in Section 20.4 herein effective on November 1 of each year. Pipeline may file interim proposals between annual filings subject to approval by the Commission.

GENERAL TERMS AND CONDITIONS
(continued)

21. ANNUAL CHARGE ADJUSTMENT CLAUSE

21.1 Purpose. Periodically rates and charges under Pipeline's Tariff shall be adjusted to reflect changes in Pipeline's expenditures such as the Annual Charge Adjustment ("ACA"). Annual charges are assessed against gas pipelines by the Federal Energy Regulatory Commission under Part 382 of the Commission's regulations prior to each fiscal year in order to cover the cost of the operation of the FERC. For the purpose of recovering annual charges assessed Pipeline by the FERC, this Section 21 establishes pursuant to Section 154.402 of the Commission's regulations an Annual Charge Adjustment Surcharge to be applicable to quantities sold or transported under all of Pipeline's Rate Schedules. This ACA Surcharge is in addition to any amounts otherwise payable to Pipeline under its rate schedules.

21.2 Rate Schedules Subject to ACA Surcharge. The ACA Surcharge shall be applicable to the quantities delivered for the account of Customer under all of Pipeline's Rate Schedules.

21.3 Basis of the ACA Surcharge. The ACA Surcharge shall be that increment, adjusted to Pipeline's measurement basis (Dth), which has been approved by FERC orders approving an annual charge unit rate.

21.4 Filing Procedure. The initial ACA Surcharge or any subsequent changes in such surcharge shall be filed by Pipeline at least thirty (30) Days prior to the proposed effective date unless the establishment by the FERC of the annual charge unit rate for a particular fiscal year prohibits Pipeline from making a timely filing, whereupon the FERC's notice requirements under its regulations shall be deemed waived for purposes of this Section 21.4.

The proposed effective date of filings pursuant to this subsection shall be the effective date prescribed by the Federal Energy Regulatory Commission. Such filing shall become effective without suspension or refund obligation.

GENERAL TERMS AND CONDITIONS
(continued)

22. PERIODIC RATE ADJUSTMENTS

Pipeline and Customer recognize that Pipeline will from time to time experience changes in costs related to providing service under this Tariff, including, but not limited to, changes in the cost of labor, benefits, materials and supplies, taxes, required rate of return, costs associated with the resolution of past disputes or outstanding uncertainties concerning amounts owed by Pipeline or Customer or attributable to Pipeline or Customer, and costs generated by decisions of the Commission, the courts or by an arbitration panel or other body having jurisdiction over the Pipeline. Pipeline hereby notifies Customers that it may be appropriate, equitable and consistent with cost responsibility to allocate such costs among Customers based on or taking into account past period factors, such as contract demand levels, purchases or other factors related to a prior period of time. Pipeline hereby notifies Customers that Pipeline shall have the right from time to time to make rate change filings which may include such costs and utilize an allocation methodology based in whole or in part on factors related to past periods. Customer shall have the right to intervene and protest any such filing.

GENERAL TERMS AND CONDITIONS
(continued)

23. INITIAL RATE ADJUSTMENTS

To the extent required, Pipeline has the right to make any necessary filings with the Commission to adjust its rates in effect from time to time in order to reflect changes in Pipeline's rates as necessary to implement initial rates approved by the Commission in applicable certificates or other appropriate orders. Upon placing such rates into effect, Pipeline will charge and Customer will pay Pipeline's rates in effect as adjusted pursuant to this Section 23 of the GT&C.

GENERAL TERMS AND CONDITIONS
(continued)

24. NEGOTIATED RATES

Pipeline and Customer may mutually agree on a negotiated rate or rate formula with respect to rates, rate components, charges, or credits differing from the otherwise applicable recourse rate under any rate schedule in this Tariff.

24.1 Definition

A negotiated rate may be less than, equal to, or greater than the maximum recourse rate and/or the minimum rate; may be a rate design other than straight fixed-variable; and may include a minimum quantity. The recourse rates will be available to any Customer that does not wish to negotiate a rate.

24.2 Limitations

This Section 24 does not authorize the negotiation of terms and conditions of service.

24.3 Allocation of Capacity

For purposes of allocating capacity pursuant to Sections 4.1, 8 and 9 of the GT&C of Pipeline's Tariff, a Customer is deemed to have paid the reservation charge that it has agreed to pay or that Customer actually pays with the following exceptions: (a) a Customer that is willing to pay (i) a negotiated rate with a reservation charge component that exceeds the maximum reservation charge component of the Recourse Rate, or (ii) a volumetric or formula-type negotiated rate with a revenue stream guaranteed by the negotiated rate Customer that exceeds or is equal to the maximum reservation charge component of the Recourse Rate, is deemed to have paid the maximum reservation charge component of the Recourse Rate; and (b) a Customer with a volumetric or formula-type negotiated rate that is willing to guarantee a revenue stream less than the maximum reservation charge component of the Recourse Rate is deemed to have paid a reservation charge equal to the amount of the guaranteed revenue stream.

24.4 Bidding for Capacity

For purposes of exercising rights to continue service pursuant to Section 4.2 of the GT&C of Pipeline's Tariff, the highest rate that a Customer must match (based on its reservation charge component and any revenue guarantee) if it desires to retain all or a portion of its capacity and continue to receive firm service under the same Rate Schedule beyond the expiration date of such Long-Term Firm Service Agreement is the maximum Recourse Rate.

24.5 Capacity Release

Except as expressly provided for in Section 9 of the General Terms and Conditions, the release of capacity under a negotiated rate agreement is capped at the maximum recourse rate; provided, however, the negotiated rate Customer will continue to be obligated to pay Pipeline the difference by which the negotiated rate exceeds the rate paid by the Replacement Customer. Pipeline and a negotiated rate Customer may agree upon payment obligations and crediting mechanisms, which vary from or are different from those set forth in Pipeline's capacity release provisions.

GENERAL TERMS AND CONDITIONS
(continued)

24. NEGOTIATED RATES (continued)

24.6 Accounting Treatment

Pipeline will establish a new sub-account to record the revenues received from any negotiated rate transactions and shall maintain supporting information at a level of detail that would be sufficient for Natural Gas Act Section 4 rate change filing purposes. Pipeline will keep separate and identifiable each volume transported, billing determinant, rate component, surcharge, and revenue associated with a negotiated rate to permit filings in the form of Statements G, I, and J in future rate proceedings.

24.7 Filing Requirement

Pipeline will file, prior to the commencement of service under a negotiated rate agreement, a Statement of Negotiated Rates reflecting the Customer's exact legal name, rate schedule, negotiated rate, the term of the negotiated rate, quantities, points of receipt and delivery to which the negotiated rate applies, the exact formula underlying a negotiated rate for any negotiated rate agreement, and any other rate-related terms that apply to the negotiated rate. Such sheet also affirms that actual negotiated rate agreements do not deviate in any material respect from the form of service agreements.

24.8 Documentation

Any negotiated rate agreed to by Pipeline and Customer pursuant to this Section 24 shall be implemented by Pipeline's completion of a pro forma Statement of Negotiated Rates with the applicable negotiated rate-related provisions as described in Section 24.7 herein. Pipeline shall tender such pro forma Statement of Negotiated Rates to Customer together with a transmittal letter for counter-execution by Customer, which transmittal letter shall have the sole purpose of memorializing Pipeline's and Customer's mutual agreement to the rate-related provisions reflected on such attached pro forma Statement of Negotiated Rates. After execution by both Pipeline and Customer, Pipeline shall file a Statement of Negotiated Rates with the Commission which shall contain rate-related provisions identical to the rate-related provisions reflected on the pro forma Statement of Negotiated Rates agreed to by Pipeline and Customer. Any negotiated rate agreed to pursuant to this Section 24 shall become effective only after acceptance by the Commission; prior to such date the rate applicable to any such service shall be the maximum recourse rate.

GENERAL TERMS AND CONDITIONS
(continued)

24. NEGOTIATED RATES (continued)

24.9 Effect of Negotiated Rate

Customer, by agreeing to a negotiated rate, acknowledges that the otherwise generally applicable maximum recourse rate(s) shall not apply or be available to Customer for service under the applicable Service Agreement during the period for which the negotiated rate is effective, notwithstanding any adjustment to such generally applicable maximum recourse rate(s) which may become effective during the period for which the negotiated rate is effective. If, at any time during the period for which the negotiated rate is effective, Pipeline is collecting its effective maximum recourse rate(s) subject to refund under Section 4 of the Natural Gas Act, Pipeline shall have no refund obligation to Customer even if the final maximum recourse rate(s) are reduced to a level below the negotiated rate. Customer's right to receive credits relating to Pipeline's penalty revenue or other similar revenue, if any, applicable to service on Pipeline's system shall be governed by Pipeline's Tariff and any applicable Commission orders and/or regulations.

GENERAL TERMS AND CONDITIONS
(continued)

25. STANDARDS OF CONDUCT COMPLIANCE PROCEDURES

25.1 Informational Postings.

All information required to be posted pursuant to the Commission's currently effective Standards of Conduct regulations will be provided on Pipeline's Internet Web site under Informational Postings. Such information will be updated as required by applicable regulation(s) issued by the Commission.

25.2 Complaint Procedures.

Complaints concerning Pipeline's compliance with Pipeline's Standards of Conduct procedures should be communicated to Pipeline with a designation that it is a Standards of Conduct regulation complaint and shall contain a clear and complete statement of the nature and basis of the complaint, together with supporting documentation, if any. Information regarding the appropriate contact personnel shall be posted on Pipeline's Internet Web site. Pipeline shall respond initially within forty-eight (48) hours and in writing within thirty (30) Days to such complaints. In the event the required date of Pipeline's response falls on a Saturday, Sunday, or a holiday that affects Pipeline, Pipeline shall respond by the next Business Day.

GENERAL TERMS AND CONDITIONS
(continued)

26. FORCE MAJEURE

26.1 Relief from Liability.

Neither party shall be liable in damages to the other for any act, omission or circumstance occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, land subsidence, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freezeups, failure of third party transportation, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome.

26.2 Liabilities not Relieved.

Such causes or contingencies affecting performance by either party, however, shall not relieve it of liability in the event of contributory negligence or misconduct or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting performance relieve either party from its obligations to make payments of amounts as provided in the applicable Rate Schedule. Customer's obligation to pay applicable Reservation Charges shall not be suspended, subject to Section 8.9(e) of the GT&C by any failure of Pipeline to deliver gas to or on behalf of Customer for any reason or cause whatsoever, whether or not described in this Section 26, except in the event that such failure is caused by the gross negligence, undue discrimination or willful misconduct of Pipeline.

GENERAL TERMS AND CONDITIONS
(continued)

26. FORCE MAJEURE (continued)

26.3 Scheduling of Routine Maintenance.

Pipeline shall have the right to curtail, interrupt, or discontinue service in whole or in part on all or a portion of its system from time to time to perform routine repair and maintenance on Pipeline's system as necessary to maintain the operational capability of Pipeline's system or to comply with applicable regulatory requirements. Pipeline shall exercise due diligence to schedule routine repair and maintenance so as to minimize disruptions of service to Customers and shall provide reasonable notice of the same to Customers.

26.4 Compliance with Directives of Governmental Agencies.

Whenever in order to comply with orders, directives or regulations of duly constituted state, local or federal authorities, including, but not limited to, the Department of Transportation, the Federal Energy Regulatory Commission, and the Environmental Protection Agency, as a result of orders, directives or regulations of Canadian authorities, including, without limitation, the NEB, Pipeline must curtail deliveries to Customer and is unable to deliver to Customer the quantities of gas which Customer may then require up to the quantities of gas Pipeline is then obligated to deliver to Customer, Pipeline shall not be liable in damages or otherwise to Customer or any other person or entity for any such failure to deliver such quantities of gas to Customer except to the extent the orders or directives were issued as a result of gross negligence, undue discrimination or willful misconduct or failure to exercise due diligence on the part of Pipeline.

26.5 Effect of Interconnecting Operations.

In the event that any upstream entity, including, without limitation, Maritimes & Northeast Pipeline Limited Partnership, involved in handling Customer's gas refuses or is unable to deliver gas to Pipeline, Pipeline shall not be required to continue deliveries of gas on behalf of Customer to the extent of such refusal or inability to deliver gas to Pipeline. In the event that

GENERAL TERMS AND CONDITIONS
(continued)

26. FORCE MAJEURE (continued)

any downstream entity involved in handling Customer's gas refuses or is unable to receive gas from Pipeline, Pipeline shall have the right to reduce deliveries of gas on behalf of Customer to the extent of such refusal or inability by the downstream entity to receive gas.

27. DISCOUNT TERMS

27.1 Any Customer desiring a discount of the maximum recourse rates for service under Pipeline's open-access rate schedules must submit a valid request for such discount pursuant to the procedures of this Section 27. To be considered a valid request, Customer must complete and submit a request for discount via the LINK® System, specifically including the information for all mandatory fields. Upon receipt of a valid request for a discount, Pipeline will log such request and either deny or grant such request.

27.2 If and when Pipeline discounts the rates applicable for service under any Service Agreement under Rate Schedules included in Pipeline's FERC Gas Tariff, the amount of any such discount shall be accounted for as a reduction of maximum rates in the following sequence to the extent any of the following components are included in the maximum rate; the first item discounted shall be trackable rate components (if any), to the extent not otherwise agreed to in approved settlements, followed by the base rate (maximum less minimum rate and excluding all other components specified here).

27.3 In the event that Pipeline agrees to discount its maximum recourse rates under any of its open-access rate schedules, Pipeline and Customer may agree to the types of discounts specified herein without such discounts constituting a material deviation from Pipeline's pro forma service agreement. Pipeline and Customer may agree that a specified discounted rate will apply: (i) only to specified quantities under the Service Agreement; (ii) only if specified quantities are achieved or only with respect to quantities below a specified level; (iii) only during specified periods of the year or for a specifically defined period; (iv) only to specified points, combination of points, markets, transportation paths or other defined geographic area(s); (v) only to reserves committed by Customer; (vi) only in a specified relationship to the quantities actually delivered (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually delivered); (vii) so that the applicable rate may be adjusted in the following manner: when one rate component, which was equal to or within the applicable maximum and minimum recourse rates at the time Customer received the Discount Confirmation pursuant to Section 27.5 below specifying the terms of the discount, subsequently exceeds the applicable maximum recourse rate or is below the applicable minimum recourse rate, so that such rate component must be adjusted downward or upward to equal the new applicable maximum or minimum recourse rate, then other rate components may be adjusted upward or downward to achieve the agreed-upon overall rate, so long as none of the resulting rate components exceed the maximum recourse rate or are below the minimum recourse rate applicable to the rate component (such changes to rate components shall be applied prospectively, commencing

GENERAL TERMS AND CONDITIONS
(continued)

27. DISCOUNT TERMS (continued)

with the date a Commission order accepts revised Statements of Rates; however, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates which had been charged under a discount agreement exceeded rates which ultimately are found to be just and reasonable); and/or (viii) based upon published index prices for specific receipt and/or delivery points or other agreed-upon published pricing reference points for price determination (such discounted rate may be based upon a single published index price or the differential between published index prices or arrived at by formula; provided that the discounted rate shall not change the underlying rate design, shall not include any minimum bill or minimum take obligation, and shall define the rate component to be discounted). Notwithstanding the foregoing, no discounted rate shall be less than the applicable minimum rate.

27.4 In the event that Pipeline rejects Customer's request for a discounted rate, Pipeline shall notify Customer via e-mail of the reason for such rejection.

27. DISCOUNT TERMS (continued)

27.5 The terms of any discount request granted by Pipeline pursuant to this Section 27 shall be transmitted by e-mail to Customer in the form of a Discount Confirmation. The Discount Confirmation shall identify the applicable Customer's name, contract number, rate schedule, term of the discount, discount rate, applicable quantities, point(s) of receipt and delivery, and/or the pipeline path being discounted. The Discount Confirmation may also include other information required for posting under the Commission's regulations and other conditions consistent with Section 27.3. No particular discount transaction shall be contractually binding on either Pipeline or Customer until Pipeline has confirmed the terms of the discount upon Pipeline's e-mail to Customer of the Discount Confirmation for the transaction, subject to the underlying Service Agreement being fully executed. All discounts granted shall be effective no sooner than the beginning of the next Gas Day following the Gas Day on which the request is granted by Pipeline. Once the discount is contractually binding, the Discount Confirmation will constitute an addendum to the underlying Service Agreement. Each such addendum is an integral part of the underlying Service Agreement as if executed by both parties and fully copied and set forth at length therein.

27.6 If Pipeline's recourse rates are subject to refund at any time during the effectiveness of a Discount Confirmation, with respect to the applicable discounted rate, Customer shall be entitled to refunds of payments made by Customer only in the event that the final, non-appealable maximum recourse rate, whether usage-based or reservation-based, as determined by the Commission for a given time period is lower than the rate actually paid by Customer during such time period. Subject to the condition precedent set forth in the immediately preceding sentence, Customer's principal refund amount shall be equal to (i) with respect to usage-based rates, the product of (aa) the positive difference between the final, non-appealable maximum recourse rate and the discounted rate, and (bb) the quantities of gas delivered to Customer, or for Customer's account, during the refund period; and (ii) with respect to reservation-based rates, the product of (cc) the positive difference between the final, non-appealable maximum recourse rate and the discounted rate, (dd) the MDTQ covered by the discounted rate, and (ee) the number of Months in the refund period (partial Months shall be prorated for the number of Days in the Month that fall within the refund period and a discounted rate that is not a Monthly rate shall be adjusted for purposes of this calculation to reflect the Monthly equivalent of the rate).

GENERAL TERMS AND CONDITIONS
(continued)

28. DISCRETIONARY WAIVER

Pipeline may waive any of its rights hereunder or any obligations of Customer on a basis that is not unduly discriminatory; provided that no waiver by either Customer or Pipeline of any one or more defaults by the other in the performance of any provision of the Service Agreement between Customer and Pipeline shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

29. DESCRIPTIVE HEADINGS

The descriptive headings of the provisions of this FERC Gas Tariff are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any of such provisions.

30. GOVERNMENTAL REGULATION

The Service Agreement, and all terms and provisions contained or incorporated therein, and the respective obligations of the parties thereunder are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

31. REPORTS WITH RESPECT TO TARIFF

31.1 Fuel Reimbursement Quantity. On an annual basis, Pipeline files its Fuel Retainage Quantity ("FRQ") report in accordance with Section 20 of the GT&C. The FRQ report contains: (1) the revised Fuel Retainage Percentages ("FRPs") for the calendar year beginning in November, (2) a workpaper supporting the revised fuel requirements, (3) the calculation of the FRQ deferral allocation, (4) workpapers showing the monthly accrual of the FRQ deferred balance for the period of August 1 through July 31 of each year, (5) the computation of each Customer's surcharge or refund for the FRQ Deferred Account balance as of July 31 of each year plus carrying charges, and (6) the calculation of the monthly carrying charges through November 1 of each year.

31.2 Contact Information. All contact with respect to the reports submitted pursuant to this Section 31 should be made to:

Joseph F. McHugh
Director, Rates & Regulatory Affairs
M&N Management Company
890 Winter Street, Suite 300
Waltham, MA 02451
Telephone: (617) 560-1518
Facsimile: (617) 560-1581

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32. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB")

Pipeline has adopted all of the Business Practices and Electronic Communication Standards that were required by the Commission in 18 CFR Section 284.12(b) in accordance with Order Nos. 587, et al., in Docket Nos. RM96-1-000, et, seq. In addition to the standards which are reflected in other provisions of this Tariff, Pipeline is incorporating herein the following NAESB Wholesale Gas Quadrant ("WGQ") standards, definitions and data sets, Version 1.8, and Recommendation WGQ 2008 Annual Plan Item 10 and Request No. R08026, where applicable, by reference:

General Standards:
0.2.1, 0.2.2, 0.2.3, 0.3.1, 0.3.2, 0.3.3, 0.3.4, 0.3.5, 0.3.6, 0.3.7, 0.3.8, 0.3.9, 0.3.10, 0.3.11, 0.3.12, 0.3.13, 0.3.14, 0.3.15, and 0.4.1.

Nominations Related Standards:
1.2.1, 1.2.2, 1.2.3, 1.2.4, 1.2.5, 1.2.6, 1.2.8, 1.2.9, 1.2.10, 1.2.11, 1.2.12, 1.2.13, 1.2.18, 1.2.19, 1.3.2(v), 1.3.2(vi),1.3.3, 1.3.4, 1.3.11, 1.3.14, 1.3.15, 1.3.16, 1.3.17, 1.3.18, 1.3.19, 1.3.20, 1.3.21, 1.3.22, 1.3.23, 1.3.24, 1.3.25, 1.3.26, 1.3.27, 1.3.28, 1.3.29, 1.3.30, 1.3.31, 1.3.32, 1.3.33, 1.3.34, 1.3.35, 1.3.36, 1.3.37, 1.3.38, 1.3.39, 1.3.40, 1.3.41, 1.3.42, 1.3.43, 1.3.44, 1.3.45, 1.3.46, 1.3.47, 1.3.48, 1.3.49, 1.3.50, 1.3.51, 1.3.52, 1.3.53, 1.3.54, 1.3.55, 1.3.56, 1.3.57, 1.3.58, 1.3.59, 1.3.60, 1.3.61, 1.3.62, 1.3.63, 1.3.64, 1.3.65, 1.3.66, 1.3.67, 1.3.68, 1.3.69, 1.3.70, 1.3.71, 1.3.72, 1.3.73, 1.3.74, 1.3.75, 1.3.76, 1.3.77, 1.3.79, 1.4.1, 1.4.2, 1.4.3, 1.4.4, 1.4.5, 1.4.6 and 1.4.7.

Flowing Gas Related Standards:
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Invoicing Related Standards:
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Quadrant Electronic Delivery Mechanism Standards:
4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.2.7, 4.2.8, 4.2.9, 4.2.10, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 4.2.15, 4.2.16, 4.2.17, 4.2.18, 4.2.19, 4.2.20, 4.3.1, 4.3.2, 4.3.3, 4.3.5, 4.3.16, 4.3.17, 4.3.18, 4.3.20, 4.3.22, 4.3.23, 4.3.24, 4.3.25, 4.3.26, 4.3.27, 4.3.28, 4.3.29, 4.3.30, 4.3.31, 4.3.32, 4.3.33, 4.3.34, 4.3.35, 4.3.36, 4.3.38, 4.3.39, 4.3.40, 4.3.41, 4.3.42, 4.3.43, 4.3.44, 4.3.45, 4.3.46, 4.3.47, 4.3.48, 4.3.49, 4.3.50, 4.3.51, 4.3.52, 4.3.53, 4.3.54, 4.3.55, 4.3.56, 4.3.57, 4.3.58, 4.3.59, 4.3.60, 4.3.61, 4.3.62, 4.3.65, 4.3.66, 4.3.67, 4.3.68, 4.3.69, 4.3.72, 4.3.73, 4.3.74, 4.3.75, 4.3.76, 4.3.78, 4.3.79, 4.3.80, 4.3.81, 4.3.82, 4.3.83, 4.3.84, 4.3.85, 4.3.86, 4.3.87, 4.3.89, 4.3.90, 4.3.91, 4.3.92, and 4.3.93.

Capacity Release Related Standards:
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GENERAL TERMS AND CONDITIONS
(continued)

32. NORTH AMERICAN ENERGY STANDARDS BOARD ("NAESB")

Contracts Related Standards:
6.3.3 (EDI Trading Partner Agreement)

Internet Electronic Transfer Related Standards:
10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6, 10.2.7, 10.2.8, 10.2.9, 10.2.10, 10.2.11, 10.2.12, 10.2.13, 10.2.14, 10.2.15, 10.2.16, 10.2.17, 10.2.18, 10.2.19, 10.2.20, 10.2.21, 10.2.22, 10.2.23, 10.2.24, 10.2.25, 10.2.26, 10.2.27, 10.2.28, 10.2.29, 10.2.30, 10.2.31, 10.2.32, 10.2.33, 10.2.34, 10.2.35, 10.2.36, 10.2.37, 10.2.38, 10.3.1, 10.3.3, 10.3.4, 10.3.5, 10.3.6, 10.3.7, 10.3.8, 10.3.9, 10.3.10, 10.3.11, 10.3.12, 10.3.13, 10.3.14, 10.3.15, 10.3.16, 10.3.17, 10.3.18, 10.3.19, 10.3.20, 10.3.21, 10.3.22, 10.3.23, 10.3.24, and 10.3.25.

GENERAL TERMS AND CONDITIONS
(continued)

33. PHASE III ONLY SERVICE REVENUE CREDITS

33.1 General. Pursuant to the Stipulation and Agreement approved by the Commission in Docket No. RP04-360, revenues collected pursuant to Reservation Charges set forth on Tariff Sheet Nos. 7A and 8A under firm Service Agreements for Phase III Only service, excluding revenues from all Phase III Usage Surcharges and any other applicable surcharges, shall be subject to credit hereunder. This provision is applicable only to quantities of gas received at Methuen, Massachusetts from Portland Natural Gas Transmission System for further redelivery off the Phase III facilities. This revenue crediting mechanism will terminate in accordance with the provisions of such Stipulation and Agreement. The revenue will be credited as follows:

(i) for the first five million dollars ($5,000,000) earned in each 12-Month period ending July 31, 50 percent of such revenue will be credited to mainline Customers of record during such period and 50 percent of such revenue will be retained by Pipeline; and

(ii) to the extent such revenues exceed five million dollars ($5,000,000) in a 12-Month period ending July 31, 75 percent of such excess revenue will be credited to mainline Customers of record during such period and 25 percent of such excess revenue will be retained by Pipeline.

33.2 Computation and Reconciliation. To the extent that revenues are collected during the applicable annual period pursuant to Reservation Charges for Phase III Only service as stated on Tariff Sheet Nos. 7A and 8A, herein, the Phase III Only portion of such revenues shall be credited to Customers under all non-Phase III Only Service Agreements under Rate Schedules MN365, MN151, MN90, MNOP, and MNIT. Each Customer's share of the credit shall be calculated on a pro-rata basis utilizing the percentage of total revenues under non-Phase III Only Service Agreements under Rate Schedules MN365, MN151, MN90, MNOP, and MNIT attributable to Customer for the applicable 12-Month period. The amounts credited shall reflect interest (at the same rate of interest and in the same manner as prescribed for pipeline refunds as set forth in Section 154.501(d) of the FERC's regulations) from the end of the Month in which the credit has accrued until the date on which the credit is paid. Each Customer's calculated credit amount shall be due and payable sixty Days after the Commission's acceptance of the annual FRQ filing (as set forth in Section 20.4(c) of the GT&C) that applies to the applicable 12-Month period.

GENERAL TERMS AND CONDITIONS
(continued)

33. [RESERVED FOR FUTURE USE]

GENERAL TERMS AND CONDITIONS
(continued)

34. OFF-SYSTEM PIPELINE CAPACITY

From time to time, Pipeline may enter into transportation and/or storage agreements with other interstate or intrastate pipeline companies ("off-system pipeline"). In the event that Pipeline acquires capacity on an off-system pipeline, Pipeline will use such capacity for operational reasons and will only render service to Customers on the acquired capacity pursuant to Pipeline's FERC Gas Tariff and subject to Pipeline's approved rates, as such Tariff and rates may change from time to time. For purposes of transactions entered into subject to this Section 34, the "shipper must have title" requirement is waived.

GENERAL TERMS AND CONDITIONS
(continued)

35. ASSIGNMENTS

Any Company which succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Customer or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under a Service Agreement. Either Customer or Pipeline may assign or pledge such Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, assignment, receivable sale, or similar instrument which it has executed or may execute hereafter. Except as set forth above, neither Customer nor Pipeline shall assign such Service Agreement or any of its rights thereunder without the prior written consent of the other party; provided, however, that neither Customer nor Pipeline shall be released from its obligations thereunder without the consent of the other. In addition, Customer may assign its rights to capacity pursuant to Section 9 of the GT&C.

GENERAL TERMS AND CONDITIONS
(continued)

36. NONRECOURSE OBLIGATION OF LLC, MANAGING MEMBER AND OPERATOR

Pipeline is a Delaware limited liability company. Customer shall have no recourse against any member of Pipeline or against Maritimes & Northeast Pipeline Limited Partnership or a partner thereof with respect to Pipeline's obligations under a Service Agreement. Customer's sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of such Service Agreement. Customer shall have no claim against any member of Pipeline or against Maritimes & Northeast Pipeline Limited Partnership or a partner thereof under or in connection with such Service Agreement. Customer shall have no claim against the Operator, its officers, employees, and agents, under or in connection with such Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims. The foregoing requirements are set forth expressly for the benefit of the members in Pipeline, the Managing Member, Operator, Maritimes & Northeast Pipeline Limited Partnership and its partners.

Sheet Nos. 312 - 399 Sheet Nos. 312 - 399

SHEET NOS. 312 THROUGH 399

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.

FORMS OF SERVICE AGREEMENT

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Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Third Revised Sheet No. 400A Third Revised Sheet No. 400A
Superseding: Second Revised Sheet No. 400A

Sheet No. 400A was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365

Date: _____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MN365 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement and any right to decrease the MDTQ or MATQ during the term of this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

   On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _____[at least one (1) year for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

   If this Service Agreement qualifies as a "ROFR Agreement" as defined in the GT&C of Pipeline's FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer's right of first refusal under Section 4.2 of the GT&C of Pipeline's FERC Gas Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Third Revised Sheet No. 403 Third Revised Sheet No. 403
Superseding: Second Revised Sheet No. 403

Sheet No. 403 was previously issued,
but is now reserved for future use.

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Second Revised Sheet No. 404 Second Revised Sheet No. 404
Superseding: First Revised Sheet No. 404

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but is now reserved for future use.

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Second Revised Sheet No. 406 Second Revised Sheet No. 406
Superseding: First Revised Sheet No. 406

Sheet No. 406 was previously issued,
but is now reserved for future use.

Second Revised Sheet No. 407 Second Revised Sheet No. 407
Superseding: First Revised Sheet No. 407

Sheet No. 407 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN365
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM RECEIPT POINTS

RECEIPT POINT (plus applicable fuel retainage quantities)	MDRO	RECEIPT PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit A Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN365
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM DELIVERY POINTS

DELIVERY POINT	MDDO	DELIVERY PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit B Dated _____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Third Revised Sheet No. 409A Third Revised Sheet No. 409A
Superseding: Second Revised Sheet No. 409A

Sheet No. 409A was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

Exhibit C

Transportation Quantities

Dated:

To the Service Agreement under Rate Schedule MN365 between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer") concerning transportation quantities.

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit C Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN151

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MN151 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement and any right to decrease the MDTQ or MATQ during the term of this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

   On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _____[at least one (1) year for Long Term Service Agreement; mutually agreeable for Short Term Service Agreement; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

   If this Service Agreement qualifies as a "ROFR Agreement" as defined in the GT&C of Pipeline's FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer's right of first refusal under Section 4.2 of the GT&C of Pipeline's FERC Gas Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN151
(continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

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Superseding: Second Revised Sheet No. 412

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but is now reserved for future use.

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Superseding: Second Revised Sheet No. 413

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but is now reserved for future use.

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but is now reserved for future use.

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but is now reserved for future use.

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FERC Docket: RP09-100-000

Second Revised Sheet No. 416 Second Revised Sheet No. 416
Superseding: First Revised Sheet No. 416

Sheet No. 416 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN151
(continued)

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN151
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM RECEIPT POINTS

RECEIPT POINT (plus applicable fuel retainage quantities)	MDRO	RECEIPT PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit A Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN151
(continued)

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN151
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM DELIVERY POINTS

DELIVERY POINT	MDDO	DELIVERY PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit B Dated_____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN151
(continued)

Exhibit C

Transportation Quantities

Dated:

To the Service Agreement under Rate Schedule MN151 between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer") concerning transportation quantities.

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit C Dated _____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Third Revised Sheet No. 419 Third Revised Sheet No. 419
Superseding: Second Revised Sheet No. 419

Sheet No. 419 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN90

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MN90 and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement and any right to decrease the MDTQ or MATQ during the term of this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

   On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _____[at least one (1) year for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

   If this Service Agreement qualifies as a "ROFR Agreement" as defined in the GT&C of Pipeline's FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer's right of first refusal under Section 4.2 of the GT&C of Pipeline's FERC Gas Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN90
(continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Fifth Revised Sheet No. 422 Fifth Revised Sheet No. 422
Superseding: Fourth Revised Sheet No. 422

Sheet No. 422 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 423 Second Revised Sheet No. 423
Superseding: First Revised Sheet No. 423

Sheet No. 423 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 424 Second Revised Sheet No. 424
Superseding: First Revised Sheet No. 424

Sheet No. 424 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 425 First Revised Sheet No. 425
Superseding: Original Sheet No. 425

Sheet No. 425 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 426 Second Revised Sheet No. 426
Superseding: First Revised Sheet No. 426

Sheet No. 426 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN90
(continued)

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN90
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

RATE SCHEDULE MN90

FIRM RECEIPT POINTS

RECEIPT POINT (plus applicable fuel retainage quantities)	MDRO	RECEIPT PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit A Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN90
(continued)

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN90
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM DELIVERY POINTS

DELIVERY POINT	MDDO	DELIVERY PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit B Dated _

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN90
(continued)

Exhibit C

Transportation Quantities

Dated:

To the Service Agreement under Rate Schedule MN90 between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer") concerning transportation quantities.

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit C Dated _____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Third Revised Sheet No. 429 Third Revised Sheet No. 429
Superseding: Second Revised Sheet No. 429

Sheet No. 429 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNOP

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNOP and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement, any right to decrease the MDTQ or MATQ during the term of this Service Agreement, and the days when Pipeline may interrupt service under this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

   On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _____[at least one (1) year for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

   If this Service Agreement qualifies as a "ROFR Agreement" as defined in the GT&C of Pipeline's FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer's right of first refusal under Section 4.2 of the GT&C of Pipeline's FERC Gas Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNOP
(continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Fifth Revised Sheet No. 432 Fifth Revised Sheet No. 432
Superseding: Fourth Revised Sheet No. 432

Sheet No. 432 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Third Revised Sheet No. 433 Third Revised Sheet No. 433
Superseding: Second Revised Sheet No. 433

Sheet No. 433 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 434 Second Revised Sheet No. 434
Superseding: First Revised Sheet No. 434

Sheet No. 434 was previously issued,
but is now reserved for future use.

First Revised Sheet No. 435 First Revised Sheet No. 435
Superseding: Original Sheet No. 435

Sheet No. 435 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 436 First Revised Sheet No. 436
Superseding: Original Sheet No. 436

Sheet No. 436 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 437 Second Revised Sheet No. 437
Superseding: First Revised Sheet No. 437

Sheet No. 437 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNOP
(continued)

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MNOP
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM RECEIPT POINTS

RECEIPT POINT (plus applicable fuel retainage quantities)	MDRO	RECEIPT PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit A Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNOP
(continued)

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MNOP
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

("CUSTOMER")

DATED

FIRM DELIVERY POINTS

DELIVERY POINT	MDDO	DELIVERY PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit B Dated

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNOP
(continued)

Exhibit C

Dated:

To the Service Agreement under Rate Schedule MNOP between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

Transportation Quantities

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

Days When Pipeline May Interrupt Service

Pipeline shall have the right to interrupt service hereunder in whole or in part for up to _____ Days, on a consecutive or non-consecutive basis (not to exceed 275 Days), which specific Days may be listed below.

Days on which Pipeline may interrupt service:

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit C Dated _____

SHEET NOS. 441 THROUGH 449

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNIT

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNIT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. Maximum Daily Transportation Quantity (MDTQ) _____ Dth
   Maximum Annual Transportation Quantity (MATQ) _____ Dth

   On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter unless terminated by either party upon prior written notice of at least _____. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Pipeline shall not be obligated to receive gas at any pressure less than the operating pressure of Pipeline's system at the Point(s) of Receipt. Pipeline shall deliver gas at each Point(s) of Delivery at such pressures as may exist on Pipeline's system from time to time at such point. In no event shall Pipeline be obligated to deliver gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at any point.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNIT
(continued)

6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

7. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

8. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 452 Second Revised Sheet No. 452
Superseding: First Revised Sheet No. 452

Sheet No. 452 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 453 Second Revised Sheet No. 453
Superseding: First Revised Sheet No. 453

Sheet No. 453 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 454 Second Revised Sheet No. 454
Superseding: First Revised Sheet No. 454

Sheet No. 454 was previously issued,
but is now reserved for future use.

First Revised Sheet No. 455 First Revised Sheet No. 455
Superseding: Original Sheet No. 455

Sheet No. 455 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 456 Second Revised Sheet No. 456
Superseding: First Revised Sheet No. 456

Sheet No. 456 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 457 First Revised Sheet No. 457
Superseding: Original Sheet No. 457

Sheet No. 457 was previously issued,
but is now reserved for future use.

SHEET NOS. 458 THROUGH 459

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT

This Umbrella Service Agreement, made and entered into this ____ day of _____, by and between _____ (herein called "Replacement Customer"), and Maritimes & Northeast Pipeline, L.L.C., a Delaware Limited Liability Company (herein called "Pipeline"),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Pipeline hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Pipeline's approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 9 of Pipeline's GT&C, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules MN365, MN151, MN90, MNOP and/or MNLFT pursuant to the procedure set forth in Section 9 of Pipeline's GT&C. If at anytime a bid submitted by Replacement Customer is accepted by Pipeline with respect to a given capacity release, Pipeline will promptly finalize by means of Pipeline's LINK® System the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under which the capacity is being released. An Addendum shall be deemed to be an executed Service Agreement under the rate schedule designated therein, subject to the terms and conditions of the rate schedule, the form of service agreement applicable to such rate schedule, and the General Terms and Conditions of Pipeline's Tariff. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Pipeline agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedules MN365, MN151, MN90 MNOP and/or MNLFT, as applicable, Pipeline agrees to provide the applicable released service for Replacement Customer under the applicable rate schedule, provided however, the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of Pipeline's GT&C at the time it submitted the bid Pipeline accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Pipeline to reevaluate Pipeline's credit appraisal as contemplated by Section 3 of Pipeline's GT&C and to advise Pipeline of any material change in the information previously provided by the Replacement Customer to Pipeline.

ARTICLE II
TERM OF AGREEMENT

The term of this Agreement shall commence on _____ and shall continue in force and effect until _____ and _____ to _____ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Pipeline determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the GT&C, Pipeline may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 3 of the GT&C.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP, AND MNLFT
(continued)

ARTICLE III
RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules MN365, MN151, MN90, MNOP and/or MNLFT, by finalization of a copy of an Addendum MN365, MN151, MN90, MNOP and/or MNLFT attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

If Replacement Customer utilizes an agent, it will so indicate on the appropriate Addendum, along with any terms and conditions relevant to such agency relationship. Pipeline will act in accordance with the Addendum and in so acting will be fully protected in relying upon such agent.

Replacement Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the GT&C applicable to this Umbrella Service Agreement. Pipeline agrees that the Replacement Customer may protest or contest the aforementioned filings, unless the Replacement Customer has otherwise agreed not to protest or contest any or all of the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP, AND MNLFT
(continued)

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C of this FERC Gas Tariff, any notice, request, demand, statement, invoice or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Replacement Customer:

or such other address as either party shall designate by formal written notice.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

ARTICLE V
INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of _____, without recourse to the law governing conflict of laws.

This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Pipeline, fails to timely pay Pipeline, or otherwise breaches this Agreement with Pipeline: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 9.7(a) of the GT&C and except with respect to penalties attributable to Replacement Customer's conduct) shall be liable to Pipeline for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Pipeline in accordance with its service agreements with Pipeline) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Pipeline or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Presidents, Vice Presidents or other duly authorized agents and their respective corporate seals to be hereto affixed and attested by their respective Secretaries or Assistant Secretaries, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE, L.L.C.

By _____

ATTEST:

_____

_____

By _____

ATTEST:

_____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Deal No.: _____
Maritimes & Northeast Pipeline, L.L.C. Addendum Contract No.: _____
Capacity Release Umbrella Agreement No.:_____

Addendum No.____
Capacity Release Rate Schedule ___

Replacement Customer: _____
Releasing Customer: _____

Releasing Customer's Contract No.: _____

Begin Date of Release: _____

End Date of Release: _____

Rates: [Volumetric or Reservation]

U.S. $

Surcharges (excluding usage-based surcharges):

Description	Rate
_____	$_____
_____	$_____
_____	$_____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Addendum No. ___ (Con't)
Capacity Release
Rate Schedule ___

Volume Commitment _____ (Dth/Monthly Billing Period)

Maximum Daily Transportation Quantity (MDTQ): _____(Dth)

Billable Quantities:

Service:

From	To	Quantity
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Addendum No.___ (Con't)
Capacity Release
Rate Schedule ___

Specific Firm Point(s) of Receipt:

Receipt Point MDRO Effective From Effective To

Specific Firm Point(s) of Delivery:

Delivery Point MDDO Effective From Effective To

Is this capacity subject to right of recall? Yes ____ No ____

Recall Conditions (if applicable):

_____
_____
_____
_____
_____

Are there any restrictions on released capacity? Yes ____ No ____

Restrictions (if applicable):
_____
_____
_____
_____
_____

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

5. TTT POINTS

Any physical receipt point located on Pipeline's system ("TTT Point"), provided that the point is covered by an active Operational Balancing Agreement, can be utilized for the nomination of TTT service. Pipeline will permit TTT Party to nominate Title Transfers of quantities of natural gas at any of the TTT Points, subject to the existence of adequate corresponding transportation rights under Subject Service Agreement(s) to transport the quantities away from the TTT Point.

Pipeline shall provide one meter identification number to correspond to each location at which Title Transfer Tracking services for that location can be effected. This meter identification will be used exclusively for nominations of transactions related to Title Transfer Tracking service on Pipeline's system. Pipeline shall post the meter identification numbers on its Internet Web site.

6. TITLE TRANSFER TRACKING PROCEDURES

6.1 General Procedure.

A. For any Day on which a TTT Party desires to utilize the TTT service to track a Title Transfer for TTT Party's account under this Rate Schedule, such TTT Party shall provide a nomination to Pipeline in accordance with Section 5 of the General Terms and Conditions, specifying:

(1) the quantity of gas for which title is to be transferred,
(2) the upstream party participating in the TTT transaction, and the upstream party's associated upstream contract identifier,
(3) the downstream party participating in the TTT transaction, and the downstream party's associated downstream contract identifier,
(4) the meter identification number that corresponds to the physical receipt location at which the TTT service is being performed, and
(5) such other information as may be required by Pipeline to effect the TTT service.

B. When TTT Party's nomination is confirmed as required by the General Terms and Conditions and subject to the limitations set forth in this Rate Schedule, such quantity shall constitute a TTT Scheduled Quantity at that TTT Point.

6.2 TTT Party is required to ensure that quantities transferred to the transferee(s) of TTT Party and scheduled under a Subject Service Agreement or another TTT Service Agreement equal the quantities received from TTT Party's transferor(s) at each TTT Point on each Day.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

6. TITLE TRANSFER TRACKING PROCEDURES (continued)

6.3 On or before the nomination deadlines applicable to Pipeline's service under the Subject Service Agreement(s), TTT Party shall provide nomination data to Pipeline consistent with the requirements of Section 5 of the General Terms and Conditions, for each of TTT Party's TTT Points. Pipeline shall confirm that the nomination data received from TTT Party is equivalent to valid nominations under another TTT Service Agreement(s) or under Subject Service Agreements that will physically transport the quantities away from the TTT

Point(s). The quantities determined through this process shall be referred to as the "TTT Scheduled Quantities."

6.4 After confirmation and scheduling, any changes to TTT Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and the change has been confirmed by Pipeline, the affected point operator(s) and any other affected TTT Party.

6.5 If any nominated service under a Subject Service Agreement fails to be scheduled for any reason, then Pipeline shall notify TTT Party, and TTT Party shall revise the nomination data on a prospective basis to reflect the revised TTT Quantities.

6.6 TTT Party shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.

6.7 With respect to the TTT service, Maritimes shall be entitled to rely upon the information set forth in the nomination of a TTT Party made in accordance with Section 5 of the General Terms and Conditions, and Maritimes shall have no obligation to verify the accuracy of such information.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TTT Party.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:
a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.
For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

"Phase III Only" service, with respect to Rate Schedules MN365, MN151, MN90, and MNOP, shall mean service provided pursuant to a Service Agreement with Primary Points of Receipt that are located only at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, and Primary Points of Delivery

that are located only at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts), which Service Agreement is either an initial Service Agreement between Customer and Pipeline or a Service Agreement resulting from a release of capacity subscribed under an initial Service Agreement that qualifies as Phase III Only service; with respect to Rate Schedule MNIT, "Phase III Only" service shall mean service provided from a receipt point at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, to a delivery point at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts).

GENERAL TERMS AND CONDITIONS
(continued)

5. SERVICE NOMINATION PROCEDURE (continued)

(b) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 10:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Customer on Pipeline to receive notice that it is being bumped should be effective at 9:00 am on the Gas Day; and when an Evening Nomination causes another Customer on Pipeline to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on the next Gas Day.

(c) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Pipeline (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 2:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.

(d) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 9:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.9 Pipeline's Rights to Terminate Temporary Capacity Releases. In the event of a temporary release for which (1) Pipeline has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies

Pipeline's credit requirements as outlined in Section 3 of Pipeline's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Pipeline (or, if Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges), then Pipeline shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum one of the following: (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Pipeline, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Pipeline and Replacement or Prearranged Customer. Customer may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Pipeline shall not be required to permit Replacement or Prearranged Customer to retain its geographic segment of capacity, and may require Replacement or Prearranged Customer to pay for the full capacity path of the defaulting Releasing Customer at the lower of the rate the defaulting Releasing Customer paid or the applicable maximum tariff rate. Pipeline's right to terminate the Addendum is subject to Pipeline providing written notice of termination to the Replacement or Prearranged Customer within 60 days of the determination by Pipeline that the Releasing Customer no longer satisfies Pipeline's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

9.10 Notices to Releasing Customers.
Pipeline shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Pipeline to the Releasing Customer's Replacement Customer(s), of the following:

(1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Pipeline's Tariff;
(2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
(3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
(4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Pipeline's Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNIT
(continued)

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments, to take actions necessary to release capacity and to handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline Limited Partnership or other third party pipeline. Customer must provide Pipeline with thirty (30) days' written notice of its agent and the effective date after which Pipeline is to act in accordance with the directions of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX

NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY,
MANAGING MEMBER AND OPERATOR

Customer acknowledges and agrees that (a) Pipeline is a Delaware limited liability company; (b) Customer shall have no recourse against any member of Pipeline or against Maritimes & Northeast Pipeline Limited Partnership or a member thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law of any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline Limited Partnership or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline, Managing Member, Operator, Maritimes & Northeast Pipeline Limited Partnership and its members.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Addendum No.___ (Con't)
Capacity Release
Rate Schedule ___

Was Maritimes & Northeast Pipeline, L.L.C.'s default bid evaluation criteria used?
Yes ___ No ____

Evaluation Criteria (if applicable):
_____
_____
_____
_____

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

_____
_____
_____
_____

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

5. TTT POINTS

Any physical receipt point located on Pipeline's system ("TTT Point"), provided that the point is covered by an active Operational Balancing Agreement, can be utilized for the nomination of TTT service. Pipeline will permit TTT Party to nominate Title Transfers of quantities of natural gas at any of the TTT Points, subject to the existence of adequate corresponding transportation rights under Subject Service Agreement(s) to transport the quantities away from the TTT Point.

Pipeline shall provide one meter identification number to correspond to each location at which Title Transfer Tracking services for that location can be effected. This meter identification will be used exclusively for nominations of transactions related to Title Transfer Tracking service on Pipeline's system. Pipeline shall post the meter identification numbers on its Internet Web site.

6. TITLE TRANSFER TRACKING PROCEDURES

6.1 General Procedure.

A. For any Day on which a TTT Party desires to utilize the TTT service to track a Title Transfer for TTT Party's account under this Rate Schedule, such TTT Party shall provide a nomination to Pipeline in accordance with Section 5 of the General Terms and Conditions, specifying:

(1) the quantity of gas for which title is to be transferred,
(2) the upstream party participating in the TTT transaction, and the upstream party's associated upstream contract identifier,
(3) the downstream party participating in the TTT transaction, and the downstream party's associated downstream contract identifier,
(4) the meter identification number that corresponds to the physical receipt location at which the TTT service is being performed, and
(5) such other information as may be required by Pipeline to effect the TTT service.

B. When TTT Party's nomination is confirmed as required by the General Terms and Conditions and subject to the limitations set forth in this Rate Schedule, such quantity shall constitute a TTT Scheduled Quantity at that TTT Point.

6.2 TTT Party is required to ensure that quantities transferred to the transferee(s) of TTT Party and scheduled under a Subject Service Agreement or another TTT Service Agreement equal the quantities received from TTT Party's transferor(s) at each TTT Point on each Day.

RATE SCHEDULE MNTTT
TITLE TRANSFER TRACKING SERVICE

6. TITLE TRANSFER TRACKING PROCEDURES (continued)

6.3 On or before the nomination deadlines applicable to Pipeline's service under the Subject Service Agreement(s), TTT Party shall provide nomination data to Pipeline consistent with the requirements of Section 5 of the General Terms and Conditions, for each of TTT Party's TTT Points. Pipeline shall confirm that the nomination data received from TTT Party is equivalent to valid nominations under another TTT Service Agreement(s) or under Subject Service Agreements that will physically transport the quantities away from the TTT

Point(s). The quantities determined through this process shall be referred to as the "TTT Scheduled Quantities."

6.4 After confirmation and scheduling, any changes to TTT Scheduled Quantities shall be effective only if a corresponding nomination change has been made under a Subject Service Agreement and the change has been confirmed by Pipeline, the affected point operator(s) and any other affected TTT Party.

6.5 If any nominated service under a Subject Service Agreement fails to be scheduled for any reason, then Pipeline shall notify TTT Party, and TTT Party shall revise the nomination data on a prospective basis to reflect the revised TTT Quantities.

6.6 TTT Party shall make personnel available to Pipeline at all times, for purposes of the nomination and confirmations to be performed hereunder.

6.7 With respect to the TTT service, Maritimes shall be entitled to rely upon the information set forth in the nomination of a TTT Party made in accordance with Section 5 of the General Terms and Conditions, and Maritimes shall have no obligation to verify the accuracy of such information.

7. GENERAL TERMS AND CONDITIONS

All of the General Terms and Conditions of Pipeline's FERC Gas Tariff of which this Rate Schedule is a part are applicable to this Rate Schedule and are made a part hereof to the extent that such terms and conditions are not contradicted by any provision herein. For purposes of the applicable General Terms and Conditions of Pipeline's FERC Gas Tariff, references to Customer shall refer to the TTT Party.

GENERAL TERMS AND CONDITIONS
(continued)

1. DEFINITIONS (continued

"Month" shall mean the period beginning at 9:00 a.m. CT, on the first Day of a calendar Month, and ending at the same hour on the first Day of the next succeeding calendar Month.

"NEB" shall mean the Canadian National Energy Board.

"Netting" is the term used to describe the process of resolving imbalances for a Customer within an Operational Impact Area. There are two types of Netting:
a. Summing is the accumulation of all imbalances above any applicable tolerances for a Customer or agent.
b. Offsetting is the combination of positive and negative imbalances above any applicable tolerances for a Customer or agent.
For Pipeline, the definition in (a) above is applicable to the Imbalance Netting provisions set forth in Section 11.5 of the General Terms and Conditions.

"Nomination Period" shall mean a period of time that Customer includes in a nomination for gas service.

"Operational Impact Area" shall describe a Transportation Service Provider's designation of the largest possible area(s) on its system in which imbalances have a similar operational effect. For Pipeline, the entire pipeline system shall comprise a single Operational Impact Area.

"Operator" shall mean M&N Operating Company or such other entity as Maritimes & Northeast Pipeline, L.L.C. may designate.

"Phase III Only" service, with respect to Rate Schedules MN365, MN151, MN90, and MNOP, shall mean service provided pursuant to a Service Agreement with Primary Points of Receipt that are located only at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, and Primary Points of Delivery

that are located only at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts), which Service Agreement is either an initial Service Agreement between Customer and Pipeline or a Service Agreement resulting from a release of capacity subscribed under an initial Service Agreement that qualifies as Phase III Only service; with respect to Rate Schedule MNIT, "Phase III Only" service shall mean service provided from a receipt point at or downstream of the interconnect with Portland Natural Gas Transmission System at Methuen, Massachusetts, to a delivery point at or upstream of the interconnect with Algonquin Gas Transmission, LLC at Beverly, Massachusetts (but not upstream of Methuen, Massachusetts).

GENERAL TERMS AND CONDITIONS
(continued)

5. SERVICE NOMINATION PROCEDURE (continued)

(b) The Evening Nomination Cycle: 6:00 pm for nominations leaving control of the nominating party; 6:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 6:30 pm to send Quick Response; 9:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 10:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Day prior to flow). Scheduled quantities resulting from an Evening Nomination that does not cause another Customer on Pipeline to receive notice that it is being bumped should be effective at 9:00 am on the Gas Day; and when an Evening Nomination causes another Customer on Pipeline to receive notice that it is being bumped, the scheduled quantities should be effective at 9:00 am on the next Gas Day.

(c) The Intraday 1 Nomination Cycle: 10:00 am for nominations leaving control of the nominating party; 10:15 am for receipt of nominations by Pipeline (including from TTTSPs); 10:30 am to send Quick Response; 1:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 2:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators, and to provide scheduled quantities to bumped parties (notice to bumped parties), (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 1 Nominations should be effective at 5:00 pm on Gas Day.

(d) The Intraday 2 Nomination Cycle: 5:00 pm for nominations leaving control of the nominating party; 5:15 pm for receipt of nominations by Pipeline (including from TTTSPs); 5:30 pm to send Quick Response; 8:00 pm for receipt of completed confirmations by Pipeline from upstream and downstream connected parties; 9:00 pm for Pipeline to provide scheduled quantities to affected Customers and point operators (Central Clock Time on the Gas Day). Scheduled quantities resulting from Intraday 2 Nominations should be effective at 9:00 pm on the Gas Day. Bumping is not allowed during the Intraday 2 Nomination Cycle.

GENERAL TERMS AND CONDITIONS
(continued)

9. CAPACITY RELEASE (continued)

9.9 Pipeline's Rights to Terminate Temporary Capacity Releases. In the event of a temporary release for which (1) Pipeline has given notice of termination of the Releasing Customer's contract because the Releasing Customer no longer satisfies

Pipeline's credit requirements as outlined in Section 3 of Pipeline's General Terms and Conditions and (2) the reservation charge specified in the effective Addendum to the Replacement or Prearranged Customer's Capacity Release Umbrella Agreement is less than the level of the reservation charge which the Releasing Customer was obligated to pay Pipeline (or, if Releasing Customer is paying a negotiated rate, the sum of all reservation-type and commodity-type charges), then Pipeline shall be entitled to terminate the Addendum, upon 30 days' written notice to the Replacement or Prearranged Customer, unless the Replacement or Prearranged Customer agrees prior to the end of said 30-day notice period to pay for the remainder of the term of the Addendum one of the following: (i) the reservation and commodity charges at levels which the Releasing Customer was obligated to pay Pipeline, (ii) the applicable maximum tariff rate, or (iii) such rate as mutually agreed to by Pipeline and Replacement or Prearranged Customer. Customer may elect to pay the lesser of the foregoing three options. If the subject release was a segmented release, Pipeline shall not be required to permit Replacement or Prearranged Customer to retain its geographic segment of capacity, and may require Replacement or Prearranged Customer to pay for the full capacity path of the defaulting Releasing Customer at the lower of the rate the defaulting Releasing Customer paid or the applicable maximum tariff rate. Pipeline's right to terminate the Addendum is subject to Pipeline providing written notice of termination to the Replacement or Prearranged Customer within 60 days of the determination by Pipeline that the Releasing Customer no longer satisfies Pipeline's credit requirements. Termination of the Addendum shall not occur prior to termination of the Releasing Customer's contract.

9.10 Notices to Releasing Customers.
Pipeline shall provide the original Releasing Customer with Internet E-mail notification reasonably proximate in time with any of the following formal notices given by Pipeline to the Releasing Customer's Replacement Customer(s), of the following:

(1) Notice to the Replacement Customer regarding the Replacement Customer's past due, deficiency, or default status pursuant to Pipeline's Tariff;
(2) Notice to the Replacement Customer regarding the Replacement Customer's suspension of service notice;
(3) Notice to the Replacement Customer regarding the Replacement Customer's contract termination notice due to default or credit-related issues; and
(4) Notice to the Replacement Customer that the Replacement Customer(s) is no longer creditworthy and has not provided credit alternative(s) pursuant to Pipeline's Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNIT
(continued)

ARTICLE VIII
AGENCY ARRANGEMENT

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments, to take actions necessary to release capacity and to handle imbalance resolutions for Customer on Customer's behalf. The agent may be the same as used for similar purposes with respect to transportation on Maritimes & Northeast Pipeline Limited Partnership or other third party pipeline. Customer must provide Pipeline with thirty (30) days' written notice of its agent and the effective date after which Pipeline is to act in accordance with the directions of the agent. Pipeline shall be entitled to rely on the representations, actions, and other directions of the agent on behalf of Customer and will be fully protected in relying upon such agent. Customer indemnifies and holds Pipeline harmless with respect to actions taken by Pipeline in reliance on Customer's agent.

ARTICLE IX

NONRECOURSE OBLIGATION OF
LIMITED LIABILITY COMPANY,
MANAGING MEMBER AND OPERATOR

Customer acknowledges and agrees that (a) Pipeline is a Delaware limited liability company; (b) Customer shall have no recourse against any member of Pipeline or against Maritimes & Northeast Pipeline Limited Partnership or a member thereof with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law of any provision of this Service Agreement; (c) no claim shall be made against any member of Pipeline or against Maritimes & Northeast Pipeline Limited Partnership or a member thereof under or in connection with this Service Agreement; (d) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Service Agreement and the performance of its duties as Operator (provided that this shall not bar claims resulting from the gross negligence, undue discrimination or willful misconduct of the Operator) and Customer shall provide the Operator with a waiver of subrogation of Customer's insurance company for all such claims, and (e) this representation is made expressly for the benefit of the members in Pipeline, Managing Member, Operator, Maritimes & Northeast Pipeline Limited Partnership and its members.

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Addendum No.___ (Con't)
Capacity Release
Rate Schedule ___

Was Maritimes & Northeast Pipeline, L.L.C.'s default bid evaluation criteria used?
Yes ___ No ____

Evaluation Criteria (if applicable):
_____
_____
_____
_____

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):

_____
_____
_____
_____

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]

FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365, MN151, MN90, MNOP AND MNLFT
(continued)

Addendum No. (Con't)
Capacity Release
Rate Schedule ___

This Addendum, entered into, pursuant to Maritimes & Northeast Pipeline, L.L.C.'s capacity release program and to the executed Capacity Release Umbrella Agreement between Maritimes & Northeast Pipeline, L.L.C. and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

SHEET NOS. 471 THROUGH 479

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.

FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM

This LINK® System Agreement, executed this ____day of _____, ____, by and between _____ (Service Requester Proprietary Number _____) (hereafter referred to as "LINK® System Subscriber"), and MARITIMES & NORTHEAST PIPELINE, L.L.C. (hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and Pipeline do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.

b. Use of the LINK® System is subject to the General Terms and Conditions, as well as the provisions of any Rate Schedule and Service Agreement, as set forth in Pipeline's currently effective FERC Gas Tariff, as effective from time to time, and which are hereby incorporated by reference.

c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II
TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, with thirty days prior written notice of such termination.

FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM
(continued)

ARTICLE III
ADDRESSES

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Spectra Energy Transmission
Attn: LINK® Services, Room WO 3I-32
5400 Westheimer Court
P.O. Box 1642
Houston, TX 77251-1642

(b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's tariff.]

ARTICLE IV
INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V
AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreement(s) between the parties hereto with an earlier execution date.

FORM OF SERVICE AGREEMENT
FOR THE LINK® SYSTEM
(continued)

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company
its Managing Member

By:

Title:

Signature

LINK® System Subscriber

By:

Title:

Signature

This sheet was previously issued,
but is now reserved for future use.

This sheet was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Fourth Revised Sheet No. 485 Fourth Revised Sheet No. 485
Superseding: Third Revised Sheet No. 485

Sheet No. 485 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for Incremental Lateral transportation service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement and any right to decrease the MDTQ or MATQ during the term of this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

   On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _____[at least one (1) year for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges (Incremental Lateral Line) otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

   If this Service Agreement qualifies as a "ROFR Agreement" as defined in the GT&C of Pipeline's FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to this article 3, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer's right of first refusal under Section 4.2 of the GT&C of Pipeline's FERC Gas Tariff.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 488 Second Revised Sheet No. 488
Superseding: First Revised Sheet No. 488

Sheet No. 488 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 489 Second Revised Sheet No. 489
Superseding: First Revised Sheet No. 489

Sheet No. 489 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 490 First Revised Sheet No. 490
Superseding: Original Sheet No. 490

Sheet No. 490 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 491 Second Revised Sheet No. 491
Superseding: First Revised Sheet No. 491

Sheet No. 491 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 492 Second Revised Sheet No. 492
Superseding: First Revised Sheet No. 492

Sheet No. 492 was previously issued,
but is now reserved for future use.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MNLFT
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

_____("CUSTOMER")

DATED_____

FIRM RECEIPT POINTS

RECEIPT POINT	MDRO	RECEIPT PRESSURE LIMITATIONS
		Pipeline's line pressure as may exist fromtime to time

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit A Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MNLFT
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

_____("CUSTOMER")

DATED_____

FIRM DELIVERY POINTS

DELIVERY POINT	MDDO	DELIVERY PRESSURE LIMITATIONS

Signed for Identification
Pipeline: _____
Customer: _____
Supersedes Exhibit B Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

Exhibit C

Transportation Quantities

Dated:

To the Service Agreement under Rate Schedule MNLFT between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer") concerning transportation quantities.

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from _____ through _____
Maximum Daily Transportation Quantity (MDTQ) _____ Dth
Maximum Annual Transportation Quantity (MATQ) _____ Dth

Signed for Identification

Pipeline: _____

Customer: _____

Supersedes Exhibit C Dated _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNPAL

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNPAL and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Park Quantity or Maximum Loan Quantity, as appropriate, and the Point(s) of Transaction applicable to a specific transaction(s) are identified in Exhibit(s) A to this Service Agreement. Customer shall initiate a request for each park or loan service transaction by executing and delivering to Pipeline one or more Exhibit(s) A. Exhibit(s) A is incorporated herein by reference and made a part hereof.

3. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter unless terminated by either party upon prior written notice of at least _____. Upon termination, any portions of this Service Agreement necessary to correct or resolve a park balance or a loan balance under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNPAL
(continued)

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

   [None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____ MARITIMES & NORTHEAST PIPELINE, L.L.C.

By:_____ By:_____

Title:_____ Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 497 First Revised Sheet No. 497
Superseding: Sub Original Sheet No. 497

Sheet No. 497 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 498 First Revised Sheet No. 498
Superseding: Sub Original Sheet No. 498

Sheet No. 498 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

First Revised Sheet No. 499 First Revised Sheet No. 499
Superseding: Sub Original Sheet No. 499

Sheet No. 499 was previously issued,
but is now reserved for future use.

MARITIMES & NORTHEAST PIPELINE, L.L.C.
PARK AND LOAN (MNPAL) AGREEMENT
DATED _____

EXHIBIT A-__ DATED _____

PIPELINE: Maritimes & Northeast Pipeline, L.L.C.
5400 Westheimer Court
Houston, Texas 77056-5310

Attention: Contract Administration

CUSTOMER: _____
_____
_____
_____

	Commencement Service Date	Termination of Service Date	Maximum Park/Loan Quantity	Specific Points
Park Service	_____	_____	_____	_____
Loan Service	_____	_____	_____	_____

MARITIMES & NORTHEAST PIPELINE, L.L.C.

By_____

[NAME OF CUSTOMER]

By_____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNTTT

Date:_____, Contract No._____

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and _____ ("Customer").

WHEREAS,

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNTTT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. This Service Agreement shall be effective on _____ and shall continue for a term ending on and including _____ ("Primary Term") and shall continue to be effective from _____ to _____ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _____[at least two years for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements]. Upon termination, any portions of this Service Agreement necessary to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such payment has been accomplished.

3. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

   Pipeline:

   Customer:

5. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of _____ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNTTT
(continued)

6. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_____	MARITIMES & NORTHEAST PIPELINE, L.L.C.
By:_____	By:_____
Title:_____	Title:_____

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 502 Second Revised Sheet No. 502
Superseding: First Revised Sheet No. 502

Sheet No. 502 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 503 Second Revised Sheet No. 503
Superseding: First Rev Original Sheet No. 503

Sheet No. 503 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 504 Second Revised Sheet No. 504
Superseding: First Rev Original Sheet No. 504

Sheet No. 504 was previously issued,
but is now reserved for future use.

Effective Date: 01/01/2009 Status: Effective
FERC Docket: RP09-100-000

Second Revised Sheet No. 505 Second Revised Sheet No. 505
Superseding: First Rev Original Sheet No. 505

Sheet No. 505 was previously issued,
but is now reserved for future use.

SHEET NOS. 506 THROUGH 600

HAVE NOT BEEN ISSUED BUT HAVE

BEEN RESERVED FOR FUTURE USE.