RATE SCHEDULE (IS-CNG-T)
INTERRUPTIBLE COMPRESSED NATURAL GAS TRANSMISSION-PRESSURE SALES SERVICE

APPLICABILITY

This rate schedule is available on a non-aggregated basis for interruptible service to compressed natural gas facilities for the purpose of resale.

CONTRACT

Any Customer requesting service hereunder shall enter into a written contract in the form of Attachment A with the Company for such period as shall be mutually agreeable to the parties, unless otherwise modified by the execution of an Attachment C and D. The contract shall set forth the service and rate option desired to be provided by the Company.

DEFINITIONS

The term "MMBtu" shall mean one million British Thermal Units.

The term "Mcf" shall mean one thousand cubic feet.

The term "Btu" shall mean British Thermal Unit.

The term "day" shall mean a period of twenty-four (24) consecutive hours, beginning and ending at 10:00 a.m. Eastern Standard Time, or such other time as may be mutually agreed upon by Customer and Company in writing.

The term “week” shall mean the period beginning at 10:00 a.m. Eastern Standard Time, on each Monday and ending at 10:00 a.m. Eastern Prevailing Time the following Monday.

The term "month" shall mean the period beginning at 10:00 a.m. Eastern Standard Time, on the first day of the calendar month and ending at 10:00 a.m. Eastern Standard Time, on the first day of the next succeeding calendar month.

CHARACTER OF SERVICE

Service under this rate schedule shall be interruptible transmission-pressure sales service.

A customer receiving service under the provisions of this Rate Schedule IS-CNG-T must provide six months written notice to the Company to transfer to another interruptible rate schedule. The Company, at its sole discretion, may authorize a shorter notice provision.

A customer receiving service under the provisions of this Rate Schedule IS-CNG-T must provide 24 months written notice to the Company to transfer to a firm service offering. The Company, at its sole discretion, may authorize a shorter notice provision.

Customers receiving service under the provision of this Rate Schedule IS-CNG-T may allocate a portion of their monthly usage volumes to be offset with Renewable Natural Gas (“RNG”). If Customer elects to do so, Customer thereby agrees to the provisions under the Company’s RNG Adder Tariff. The Customer is responsible for the cost of the RNG Adder, outlined in the RNG Adder Tariff, in effect at the time of the issuance of Customer’s monthly bill and will be shown as a separate line item on the Company’s monthly bill, in addition to all other charges included under other applicable tariffs.

DEPOSIT AND SECURITY

Prior to commencing service, Customer will provide a deposit equal to the total estimated charges for two months, which shall be determined in accordance with Section 9.0. For the purpose of determining the Deposit for this Section 5.0, the estimated monthly gas usage for both of the two months shall be determined to be 1/12th of anticipated annual usage. If after service commences, Customer’s anticipated annual usage is expected to increase materially, Company may request an additional deposit. Customer will provide such additional deposit within 14 days of Company’s request.

The Company shall pay interest at a constant rate established each calendar year upon any deposit. The rate shall be equal to the Prime Lending Rate, as reported by the Federal Reserve Bank of New York, on November 1 of the preceding calendar year, minus two hundred basis points (2%), provided however that the interest rate cannot be less than 0%.

Interest on each deposit shall be calculated using a simple interest formula using the rate described) above that exists on the date the deposit is made. That rate shall be applied to the entire term of the deposit, up to twelve months.

If the deposit is kept longer than one year, interest shall be credited to the customer's bill during the billing period that includes the anniversary of the deposit. Thereafter, interest shall be accrued as though the continuing deposit had been newly made.

Customer's deposit shall be refunded along with accrued interest if the Customer's account is current either after twelve (12) consecutive months in which the Customer has not been disconnected and has not received two or more disconnection notices, or after termination of service, if it occurs prior to twelve (12) consecutive months of service. When a deposit is refunded, it shall be in the form of:

(1) a single cash payment within thirty (30) days of receipt of the Customer's final payment, or
(2) a credit to the Customer's account at the time of the next billing, if this event should come sooner.

If Customer is obligated for Facilities Charges, the Company may, in its sole discretion, require such Facilities Charges to be supported by adequate security, such as a corporate guarantee, irrevocable letter or credit, or equivalent. The adequacy of such security shall be determined by the Company. In no event shall the required security exceed the remaining Termination Charges as shown on Attachment B.

BILLING, PAYMENT AND DISCONNECTION

Bills for natural gas service under this Agreement shall be rendered on or before the fifth business day of each month and shall be paid on or before the 20th day of the month. Customer shall pay interest at an annual rate equal to one percent (1%) above the prime rate as posted in the Wall Street Journal on the 20th of the month (or nearest working day) in which the bill was due, on any sums unpaid after the 20th day of the month. Interest, which shall be compounded and payable monthly, will start to accrue on the 21st day of the month and continue until all outstanding sums are paid.

Except as modified below, the Company's non-residential disconnection policy as contained in the Company's terms and conditions approved by the Vermont Public Utility Commission shall apply.

Within seventy (70) days, but not less than twenty-five (25) days after the mailing date of a bill, the Company shall issue Customer a written disconnection notice if payment of such bill has not been received by the Company.

The earliest disconnection date stated in the disconnection notices shall be at least five (5) days but not more than 14 day after the date of the disconnection notice.

BASIS OF MEASUREMENT

All natural gas delivered hereunder shall be measured by the Company's metering equipment to be installed adjacent to Customer's plant. The measurement unit shall be 1,000 cubic feet (1 Mcf) of gas at a pressure of 14.73 pounds per square inch absolute and at a temperature of 60 degrees Fahrenheit. The average absolute atmospheric (barometric) pressure shall be assumed to be 14.73 pounds per square inch absolute regardless of variations in actual barometric pressure from time to time. The measurement unit shall be one Mcf.

In the event the Company's metering equipment fails for any reason, the quantity of interruptible gas delivered to Customer during the period that the Company determines its equipment was not functioning properly shall be determined by considering any one or more of the following methods:

(a) Customer's usage over a comparable period within the past eighteen (18) months (weather-adjusted);
(b) Customer's production levels;
(c) gas burning equipment output and efficiency records maintained by Customer, if any;
(d) check metering equipment records, if any;
(e) Company’s SCADA information, if any; and
(f) other data available, if any, that would assist in determining the estimated gas usage,

the intent being to arrive at the most accurate determination of the quantity of gas delivered to Customer during the period when the metering equipment malfunctioned. Such determination shall be mutually agreed upon by Customer and the Company.

RATE

A Customer under this rate schedule shall be subject to the following charges:

Meter Charge
$95 per interruptible meter per month during Customer's contract period.
Turbine-type meters shall be assessed $285 per interruptible meter per month during Customer's contract period.

If the Facilities Charge includes costs associated with the metering equipment required to measure and bill Customer, then the Meter Charge shall not apply.

Commodity Charge Per Mcf
((Parkway * 1.02) + (TCPL commodity * Fx)) *BTU

Where:

Parkway = The Parkway price, expressed in $US/MMBtu, for the month of delivery, as reported in the table entitled "Canadian Export Price Indices" in the first of the month issue of Canadian Gas Price Reporter published by Canadian Enerdata Ltd.

TCPL commodity = TransCanada pipeline commodity charge from Parkway to Philipsburg expressed in $/Cdn/Gj converted to $Cnd/Mmbtu using a conversion factor of 1.055056

Fx = The Canadian Exchange Rate as posted in the Wall Street Journal on the 20th of the month (or nearest working day) preceding the month of delivery.

BTU = Monthly BTU content at Philipsburg

In the event publication of the, Canadian Gas Price Reporter, is discontinued, the Company shall, acting reasonably, determine and use a comparable source to determine pricing.

Upstream Transport Charge
Customer's effective Upstream Transport charge shall be designated on the effective Attachment A as follows:

Option 1 - For customers with less than 75% of their annual requirements in the November to March period:
$0.4371/Mcf

Option 2 - For customers with greater than 75% of their annual requirements in the November to March period:
$0.5975/Mcf

The upstream transportation charge shall fluctuate on an equal basis with changes in the TCPL Parkway to Philipsburg 100% LF firm transportation toll as of the effective date approved by the Canadian Energy Regulator.

Downstream Transportation Charge
Customer's effective downstream transportation charge for Interruptible Transportation service shall be based on the Customer's contractual rate option as specified in the Customer's effective Attachment A. The per-Mcf rates below apply to the Customer's total actual quantity for a given month.

Rate Option	Rate ($/Mcf)	Annual Quantity
Option 1	$1.093	< or = 50,000 Mcf
Option 2	$0.90	50,001 - 250,000 Mcf

Option 3	$0.81	250,001 - 500,000 Mcf
Option 4	$0.71	500,001 – 1,000,000 Mcf
Option 5	$0.62	1,000,001 – 1,999,999 Mcf
Option 6	$0.475	> 2,000,000 Mcf

Facilities Charge

If the Company is required to install facilities to serve Customer, then the cost of such facilities shall be recovered from Customer as described in Attachments A and B.

Duties

Customer shall be charged for any taxes, excises or duties which may be imposed by any governmental authority on the importation, exportation, transmission, distribution, purchase or sale of gas applicable to or paid by Company on the gas delivered to Customer. Company's calculation shall be conclusive.

ASSISTANCE PROGRAM FEE

Tier 1: For customers using less than 200,000 Mcf per year, an Assistance Program Fee of $16.21 per meter per bill shall apply.

Tier 2: For customers using 200,000 Mcf or greater per year, an Assistance Program Fee of $368.22 per meter per bill shall apply.

NOMINATION PROCEDURES

Customer will nominate via fax to the Company by 9:00 a.m. the volumes of natural gas it is requesting for the following day or set of weekend or holiday days. Company will notify Customer by 10:30 a.m. whether or not the nomination has been accepted, accepted with modifications, or rejected. If Company fails to notify Customer, the nomination is deemed accepted. If the Company modifies the nomination, Customer has until 11:00 to indicate whether or not the modified nomination is accepted. If Customer fails to notify Company, the modified nomination is deemed accepted.

Once a nomination is accepted or deemed accepted, Customer must use at least 90% of the nominated quantity, less Attachment C, less curtailments, during the next day. Customer will pay for any nominated quantities, less Attachment C, less curtailments, less 10%, not consumed by Customer plus any penalties incurred by Company attributed to unused volumes below 90% of nomination less curtailment. If Customer is unable to use the nominated quantity, Company will use best efforts to use, reduce or resell unused quantities to reduce Customers' obligation. Company's SCADA system will used to determine daily volumes of natural gas used by Customer.

WEEKLY ESTIMATE

No later than each Monday at 9:00 a.m. Eastern Standard Time, Customer shall provide to Company its best estimate of the volume of gas it expected to require during the week. This best estimate shall be used by the Company for planning purposes only.

No later than each Monday at 2:00 p.m. Eastern Standard Time, Company shall provide to Customer its best estimate of the level of curtailments it expects during the week. This best estimate shall be used by the Customer for planning purposes only.

CURTAILMENT

Service hereunder shall be subject to curtailment or interruption at any time that the Company determines in its sole discretion that deliveries would in any way interfere with or restrict the Company's ability to make deliveries of gas to services having a higher priority. As provided for in the Company's tariff as amended from time to time, after operational considerations, the Company will curtail or interrupt deliveries of natural gas to interruptible customers, except in the event of Force Majeure, in such a manner that interruptible customers providing the lowest economic benefit to the Company will be curtailed or interrupted first and deliveries will be restored to such interruptible customers in the inverse order. The Company will be the sole determinant of available gas volumes. The Company shall not be liable for any loss of production or for any damages caused by any such curtailment or interruption of this service.

After operational considerations, priority of curtailment will start at the lowest margin contribution up to the highest.

Contribution margin is defined as either the Customer's interruptible transportation rate or a Customer's interruptible sales rate excluding the applicable commodity gas cost and Facilities Charge. If the total nominated volume at a contribution margin level is not entirely curtailed, curtailment shall be allocated on a pro rata basis among all nominations at such contribution margin level.

Customer agrees that it can and will promptly curtail or cease the take of gas hereunder within two (2) hours after either oral or written notice by the Company. Customer also agrees to resume receiving natural gas within four (4) hours after either oral or written notice by the Company that the curtailment has been removed.

The Company shall give curtailment notice to such person or persons designated by Customer by telephone or other oral notification, or if so designated on Attachment A, such notice may be provided electronically via facsimile or e-mail. The unavailability of these persons to receive notification shall not bar the Company's right to discontinue, interrupt or curtail service.

Customer agrees that the Company may interrupt or curtail service hereunder without advance notice to Customer at any time that the Company determines in its sole discretion that deliveries would in any way interfere with or restrict the Company's ability to make deliveries of gas to services having a higher priority. Immediately after such interruption or curtailment Company will provide notice such person or persons designated by Customer by telephone or other oral notification, or if so designated on Attachment A, via facsimile or e-mail.

The Company will maintain record of the daily and cumulative hours of curtailment.

UNAUTHORIZED OVERRUN GAS USE PENALTY

Unauthorized Overrun Gas use shall constitute any volume of interruptible natural gas taken by Customer on any day or hour in excess of the allowable volumes for delivery to Customer, as specified in either Attachment A or by the Company in any curtailment order to Company interrupting deliveries in whole or in part.

In the event Customer on any day takes a volume of gas constituting Unauthorized Overrun Gas:
(a) Company may completely discontinue interruptible gas service to Customer hereunder during such day or days on which the Unauthorized Overrun Gas use occurs.

(b) Customer shall pay Company, in addition to all other charges as provided for in Section 9.0 Rates, a penalty of $15.00 per Mcf of Unauthorized Overrun Gas taken by Customer; provided, however, that Company may at its sole option, waive any penalty for Unauthorized Overrun Gas use if, on the day when such Unauthorized Overrun Gas use occurred, Company did not incur a penalty from its supplier and deliveries to its other customers were not adversely affected or its operations impaired thereby.

(c) The payment of a penalty or the waiver of such penalty for Unauthorized Overrun Gas shall under no circumstances be considered as giving Customer the right to take Unauthorized Overrun Gas, nor shall such payment be considered as a substitute for any other remedy available to Company against Customer for failure to respect its obligation to adhere to the provisions of this tariff.

EMERGENCY USE

The preceding paragraph 13.0 (c) notwithstanding, during periods of general curtailment of interruptible gas service the Company may authorize the Customer's use of gas in excess of such curtailment ("Authorized Overrun Gas") if, in the opinion of the Company, Customer has a legitimate emergency and the Company's gas supply and facilities are sufficient to assure service to all firm gas service Customers. Emergency service can be curtailed at any time by the Company if these conditions are no longer met.

Customer must notify the Company of the emergency situation and request authorization of emergency gas use. If such emergency service is authorized by the Company, gas used in excess of such curtailment shall be billed at an increased charge of $7.50 per Mcf of Authorized Overrun Gas taken by the Customer.

POINT OF DELIVERY AND TITLE TRANSFER

Possession of and title to gas delivered by the Company shall pass from the Company to Customer at the Point of Delivery. The Company shall be deemed to be in control or possession of, have title to, and be responsible for the gas prior to the Point of Delivery, and after the Point of Delivery Customer shall be deemed to be in control or possession of, have title to, and be responsible for the gas so delivered.

DELIVERY PRESSURE

The Company agrees to deliver interruptible gas to the Point of Delivery at such pressure as provided for in the Attachment A executed by Company and Customer.

QUALITY

The quality of the natural gas delivered by the Company shall meet or exceed the minimum quality specifications established under TransCanada's Gas Transportation Tariff General Terms and Conditions, as amended from time to time, as filed with and approved by the NEB.

If the gas offered for delivery by Company fails at any time to conform to any of the specifications provided by TransCanada, then the Customer shall notify Company of such deficiency and thereupon may, at the Customer's option, refuse to receive such gas pending remedy by Company.

FACILITIES

The term "Point of Delivery" shall mean the outlet flange of the Company's interruptible meter.

The title to all mains, service pipes, meters, regulators, attachments and equipment placed on Customer's premises by the Company up to and including the Point of Delivery, shall remain with the Company together with the right of removal. All such facilities will be installed by the Company and shall be maintained, repaired, and operated only by the Company.

As necessary, Customer shall at its own cost and expense provide a suitable site for the Company's metering and regulating equipment. All facilities required, on Customer's side of the Point of Delivery, shall be installed and maintained by Customer at its own expense. Customer shall be solely responsible for its own facilities and for the handling of gas on its own side of said Point of Delivery. All facilities installed and maintained on Customer's side of the Point of Delivery shall be designed, installed, located and operated so as not to interfere with the operation of Company's metering and regulating equipment.

Company may refuse service or discontinue existing service if facilities on Customer’s side of the Point of Delivery do not conform to Company’s operational requirements or pose a safety or operational risk to Company’s facilities.

If required, the Customer shall be responsible for supplying a dedicated 120-volt electrical supply and a telephone line at a location acceptable to the Company at the Point of Delivery capable of transmitting information collected from a Company-supplied monitoring device to the Company’s computer system. The Customer shall be responsible for the maintenance and service of the telephone line. Should a telephone line be required, the Customer is responsible for scheduling such installation. Thereafter, the Customer shall be responsible for all costs associated with such phone line including any monthly service charge.

No charge shall be made by Customer for use of the premises occupied by the Company's facilities and Customer agrees to be responsible for any loss or damage thereto to the extent that it results from willful or negligent acts of Customer, its agents, or employees.

FORCE MAJEURE

Neither the Company nor Customer shall be liable to the other, except for the obligation to pay for services rendered, for damages caused by the interruption, suspension, reduction or curtailment of the delivery of gas hereunder due to, occasioned by, or in consequence of, any of the following causes or contingencies: acts of God; the elements, storms, hurricanes, tornadoes, cyclones, sleet, floods, lightning, earthquakes, landslides, washouts or other revulsion of nature; epidemics, accidents, fires, collisions, explosions; strikes, lockouts, difference with workmen or other industrial disturbances; vandalism, sabotage, riots; inability to secure cars, oil, coal, fuel or other materials, supplies or equipment; breakage or failure of machinery, equipment, compressors, mains, pipes, delivery lines, storage or delivery facilities; wars, insurrections, blockades, acts of the public enemy; arrests and restrains of people, civic disturbances; federal, state or other governmental laws, orders, decrees, restraints or regulations; the Company's inability to secure natural gas, or failure of the natural gas supply, or curtailment of natural gas deliveries to the Company by its supplier and any other causes or contingencies not within reasonable control of the party whose performance is interfered with, whether of the kind herein enumerated or otherwise.

The effected party shall notify the non-impacted party of the Force Majeure condition as soon as reasonably possible. The obligations of the parties shall be suspended to the extent necessary and for the period of that Force Majeure condition and shall resume when such condition ceases to exist. Neither the Company nor Customer shall be liable in damages to the other for failure to perform the applicable obligation or covenant. However, such causes or contingencies affecting performance shall not relieve the Company or Customer of liability in the event of its concurring negligence or in the event of failure of either to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch. It is understood and agreed that the settlement of strikes or lockouts shall be within the sole discretion of the party affected. The obligations of the parties suspended by the Force Majeure condition shall resume when such condition ceases to exist. Provided however that if Customer declares Force Majeure and is obligated pursuant to Appendices A and B to pay Facilities Charges, such obligation will resume within 45 days of declaring Force Majeure, regardless of whether or not such condition is still in effect.

RULES AND REGULATIONS

Service hereunder is subject to the Company's General Rules and Regulations Applicable to Gas Service as approved by the Vermont PSB from time to time, to the extent that they are not in conflict with or inconsistent with the specific provisions of this tariff.

The General Terms and Conditions, as amended from time to time, are applicable to this rate schedule and are hereby made a part hereof. If there is any conflict between the provisions of this rate schedule and the General Terms and Conditions, the provisions of this rate schedule shall prevail.

CONFIDENTIALITY

The Price, Quantity or other terms of all Attachments shall not be considered confidential. A customer may, upon a showing of good cause, request that the Attachments remain confidential. The determination of confidential treatment will be determined by the regulatory body having jurisdiction or as required by any statute, court or public record requirement.

VERMONT GAS SYSTEMS, INC.
INTERRUPTIBLE COMPRESSED NATURAL GAS TRANSMISSION-PRESSURE SALES AGREEMENT
ATTACHMENT A

This Agreement by and between VERMONT GAS SYSTEMS, INC., a Vermont corporation, located at 85 Swift Street, South Burlington, Chittenden County, Vermont, hereinafter referred to as "Company", and _________________________________, hereinafter referred to as "Customer" is entered into this _____ day of ____________, 202_, to be effective on _____ day of ____________________, 202_ (the "Effective Date").

WHEREAS, Customer wishes to purchase on an interruptible basis such natural gas volume(s) procured by Company for use at Customer's facility located at ___________________________, ("Point of Delivery"); and

NOW THEREFORE, the Company, subject to the Company's General Terms and Conditions, and the provisions of the Interruptible Compressed Natural Gas Transmission-Pressure Sales Service tariff, is willing to purchase such gas supply procured by Company on an "interruptible" basis upon the following terms and conditions:

1.0 TERM AND TERMINATION

1.1 This Agreement shall be and continue in effect from the Effective Date until _______________, 202_ and shall continue in effect thereafter unless and until terminated by either party pursuant to Paragraph 1.2 herein.

1.2 If either party wishes to terminate this Agreement on or after the first contract year, such termination may be effected by written notice given to the other party of not less than ninety (90) calendar days prior to the termination date.

1.3 Termination of this Agreement does not affect Customer’s obligation for Facilities Charges as described in 3.0 below.

2.0 QUANTITIES

The Customer's maximum daily quantity of interruptible gas, shall not exceed ___Mcf and its maximum hourly requirement shall not exceed ___Mcf. Customer shall advise Company of any anticipated material changes from its established usage pattern as far in advance as is possible.

3.0 RATE

3.1 The applicable rate shall be pursuant to the IS-CNG-T tariff with the following customer-specific selections:

Number of non-turbine meters _____

Number of turbine meters _____

Upstream transport rate option: _____

Downstream transport rate option: _____

Facility Charge: $______ per month,

Facilities Charge effective date:____________

Assistance Program Fee: Tier 1____ meter(s) and Tier 2 ____ meter(s)

However, Customer agrees to use at least the adjusted minimum quantity (minimum adjusted for any curtailments and reduction due to force majeure) provided for in Customer's designated rate options. Accordingly, failure to use at least the adjusted annual minimum quantity shall result in Customer being obligated to pay the rate option applicable to Customer's actual total volume for the entire twelve month period.

3.2 Facility Charge: The Facility Charge is a fixed amount per month designed to recover the cost of constructing and operating the facilities installed by the Company for service to the Customer ("Incremental Facilities"). The Facility Charge is based on the carrying costs of the actual cost of the Incremental Facilities and include the following components: (1) depreciation of such facilities over a 10 year period; (2) the Company's approved weighted cost of capital (3) property taxes associated with such facilities, and (4) operations and maintenance expense associated with such facilities. The cost of the Incremental Facilities and the derivation of the Facility Charge is shown on Attachment B.

Customer agrees to pay such Facility Charges for 10 years. If Customer ceases taking service before 10 years, then Customer agrees to pay the Incremental Facility termination charges shown on the Attachment B, unless this Agreement has been assigned pursuant to 6.3.

3.3 In no event shall the price per Mcf of gas to Customer under this Agreement be reduced to a level which is less than the Company's cost of gas per Mcf plus $0.23 per Mcf. The Company's calculation of its cost of gas, which shall include, but not be limited to, any taxes, excises or duties which may be imposed by any governmental authority during the term of this Agreement on the importation, transmission, distribution, purchase or sale of gas applicable to or paid by Company on the gas delivered to Customer hereunder, shall be conclusive.

3.4 In no event shall the price of natural gas (excluding any applicable Facility Charges) provided hereunder be greater than the Company's G-__rate.

3.5 From time to time Customer may wish to establish a fixed price for periods not less than 1 year and not more than 2 years. At such time, Customer will notify Company of their desire to establish a fixed price. The Company will notify Customer of the availability and terms of such fixed price and the volumes for which the fixed price will apply. If the parties are able to reach agreement on the price, volumes and terms (and special conditions, if any) then a form identical to Attachment C shall be executed. During the term of any executed Attachment C, the commodity related portion of Paragraphs 3.1, as well as Paragraph 3.3 and 3.4 of this Agreement, shall have no effect on the calculation of the fixed price for the volumes as stated in Attachment C.

3.6 In the event that the Company's cost of gas per Mcf plus $0.23 per Mcf exceeds the rate referred to in Section 3.4, Customer has the right, but not the obligation, to waive the provisions of 3.4 and purchase gas pursuant to section 3.3.

4.0 DELIVERY PRESSURE

The Company agrees to deliver interruptible gas to the Point of Delivery at such pressure as Company has available but not less than 250 and not more than 600 psi gauge.

5.0 CONSEQUENTIAL DAMAGES LIMITATION

Notwithstanding anything contained in this Agreement, neither party shall in any event be liable to the other party, whether in contract, tort, including negligence, or otherwise, for any indirect, special or consequential damages, including without limitation, economic loss, loss of profit or loss of revenue, even if those damages were reasonably foreseeable or otherwise, or resulted from a fundamental breach of this Agreement.

6.0 MISCELLANEOUS

6.1 This Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of Vermont.

6.2 No modification of any of the terms and provisions of this Agreement shall be or become effective except by the execution of a written amendment by and between the parties herein, to this Agreement or a new Agreement.

6.3 This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assignees, but shall not be assigned or be assignable by Customer without the prior written consent of the Company.

THE PARTIES ACKNOWLEDGE THAT EACH HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. FURTHER, THE PARTIES AGREE THAT THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS AND PRIOR AGREEMENTS, ORAL OR WRITTEN AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

CUSTOMER	VERMONT GAS SYSTEMS, INC.
By:__________________________	By:__________________________
Title:_________________________	Title:_________________________
Date:________________________	Date:________________________

VERMONT GAS SYSTEMS, INC.

INTERRUPTIBLE COMPRESSED NATURAL GAS TRANSMISSION-PRESSURE SALES AGREEMENT

ATTACHMENT B

FACILITIES CHARGE DETERMINATION

INCRMENTAL FACILITIES DESCRIPTION: [Insert Customer-specific facility description]

INCREMENTAL FACILITIES COST: [Insert Customer-specific incremental facility cost]

FACILITIES CHARGE: [Insert Customer-specific Facilities Charge based on recovering Incremental Facilities Cost over 10-year period]

INCRMENTAL FACILITIES TERMINATION CHARGE: [Insert declining Customer-specific termination charges to recover Incremental Facilities Cost in the event of service termination]

Termination Date	Termination Charge
0-12 Months Service	
13-24	
25-36	
37-48	
49-60	
61-72	
73-84	
85-96	
97-108	
109-120	

CUSTOMER

By:___________________________

Title:__________________________

Date:_________________________

VERMONT GAS SYSTEMS, INC.

By:___________________________

Title:__________________________

Date:_________________________

VERMONT GAS SYSTEMS, INC.
INTERRUPTIBLE SALES SERVICE
ATTACHMENT C
SPECIAL TERMS AND CONDITIONS

This Agreement by and between VERMONT GAS SYSTEMS, INC., a Vermont corporation, located at 85 Swift Street, South Burlington, Chittenden County, Vermont, hereinafter referred to as "Company", and ________________________ hereinafter referred to as "Customer" is entered into this ____ day of ____________, 20__, to be effective on ____ day of ___________, 20__ (the "Effective Date") and expire on ____ day of ____________, 20__ (the “Termination Date”).

WHEREAS, Customer wishes to participate in Company Lock Price Program designed to mitigate uncertainty related to commodity cost for interruptible customers.

NOW THEREFORE, the Customer, subject to the Company's General Terms and Conditions, and the provisions of the Interruptible Compressed Natural Gas Transmission-Pressure Sales Service (IS-CNG-T) tariff, is willing to purchase such gas supply procured by Company on an "interruptible" basis, for purposes of participation in the Lock Price Program, upon the following terms and conditions:

1. **Price**:

Commodity Charge	$_______	per Mcf
Note: The Upstream Transport, Downstream Transport, Low Income Assistance Program (LIAP) Fee(s), and Monthly Meter Charge(s) will be determined by the provisions of the tariff at the effective date of billing. Company shall add to the Commodity Charge any taxes, excises or duties which may be imposed by any governmental authority during the term of this Agreement on the importation, exportation, transmission, distribution, purchase or sale of gas applicable to or paid by Company on the gas delivered to Customer hereunder (“Duties”). For the purposes of this calculation Duties shall be expressed in $US/Mcf, and the Company’s calculation shall be conclusive.		

2. **Volumes:** The price herein shall apply to the monthly volumes, as shown below, consumed under the provisions of the Vermont Gas Systems, Inc. (“Company”) IS-CNG-T tariff by Customer, at its ________________________________ location:

Month	**Mcf**
October, 20__	________
November, 20__	________
December, 20__	________
January, 20__	________
February, 20__	________
March, 20__	________
April, 20__	________
May, 20__	________
June, 20__	________
July, 20__	________
August, 20__	________
September, 20__	________

Total _______

Customer agrees that monthly volumes consumed in excess of those shown above shall be priced in accordance with Attachment A or D as applicable of the IS-CNG-T Tariff as executed by the Customer.

3. Conditions of Service:

The following conditions will apply to service provided under the Lock Price program:

- The Lock Price program is an interruptible service.
- Participating in the Lock Price program does not guarantee delivery in any given month or on any given day.
- Interruptible resources may be utilized to underpin the Lock Price program. Should these interruptible services be curtailed, volumes under the Lock Price program may also be curtailed.
- Company may curtail Lock Price volumes prior to all Lock Price volume being delivered in a given month.
- Company pools resources to deliver under the Lock Price program and the ownership of underlying resources belongs to Company and not the customer. Furthermore, distribution of these resources is at the discretion of Company and will be based on the Company's need.
- The language in Attachment A, section 3.4 of the tariff shall apply to setting of the Lock Price and not on the delivery of Lock Price volumes. During the term of any executed Attachment C, the commodity portion of Attachment A, Paragraphs 3.1, 3.2 and 3.3 shall have no effect on the calculation of the fixed price (locked price) for the volumes as stated within this Attachment C.

4. Special Conditions:

A. Customer understands that Company has made commitments to purchase financial and/or physical volumes of gas on the Customer's behalf. If, for reasons other than curtailment or as otherwise provided in the tariff, Customer's consumption each month is less than the volumes shown in (3) above, Customer agrees to reimburse Company (and vice-versa) for any costs of the "hedge unwind" for the remaining volumes. The "hedge unwind" amount will equal the product of (a) unutilized hedge volumes and (b) the difference between the underlying cost of the financial/physical hedge instrument in the month of underutilization and the lowest daily Dawn price as recorded in Platts Gas Daily for the month plus the cost of fuel to deliver the commodity from Dawn to Parkway. Any settlement costs accrued during the term of this Attachment C shall be reconciled with or after the invoice for September, 20__ volumes.

For purposes hereof, each hour of curtailment will equate to ___ Mcf, pro-rated based on gas consumption data for curtailments involving less than 100% of the Customer's interruptible equipment .

B. The parties agree that notwithstanding Attachment A, Section 1.0, service under the provisions of the Interruptible Compressed Natural Gas Transmission-Pressure Sales Service (IS-CNG-T) Tariff shall not be terminated by the Customer during the term covered by this Attachment C.

CUSTOMER: ____________________	VERMONT GAS SYSTEMS, INC.
By:____________________	By:____________________
Title:____________________	Title:____________________
Date:____________________	Date:____________________

VERMONT GAS SYSTEMS, INC.
INTERRUPTIBLE SALES SERVICE
ATTACHMENT D
OFF-PEAK RATE

This Agreement by and between VERMONT GAS SYSTEMS, INC., a Vermont corporation, located at 85 Swift Street, South Burlington, Chittenden County, Vermont, hereinafter referred to as "Company", and _________________________ hereinafter referred to as "Customer" is entered into this ____ day of ____________, 20__, to be effective on ____ day of ___________, 20__ (the "Effective Date") and expire on ____ day of ____________, 20__ (the “Attachment D Termination Date”).

WHEREAS, Customer wishes to purchase on an interruptible basis such natural gas volume(s) at a discounted rate as procured by Company for use at Customer’s facility located at ___________________(“Point of Delivery”), supplemental to the Customer’s executed Attachment A; and

NOW THEREFORE, the Customer, subject to the Company's General Terms and Conditions, and the provisions of the Interruptible Compressed Natural Gas Transmission-Pressure Sales Service (IS-CNG-T) Tariff, is willing to purchase such gas supply procured by Company on an "interruptible" basis, for purposes of off-peak usage, upon the following terms and conditions:

1. **Applicability:** Any Customer served under this IS-CNG-T tariff for at least 18 months and whose annual natural gas use is greater than 1 Bcf. For purpose of determining annual usage, Customer’s most recent 12-month’s usage prior to execution of this Attachment will apply. Except as modified below, all provisions of any executed Attachment A, B or C, remain in effect.

2. **Volumes:** The Off-Peak Commodity Price shall apply to the monthly volumes utilized during the off-peak period of April through November, in excess of 83,333 per month, representing 1/12 of 1 Bcf.

3. **Off-Peak Commodity Price**:

3.1 During the term of this Attachment D, monthly volumes consumed between April and November in excess of monthly baseline shall be priced at:

(((Parkway * 1.02) + (TCPL commodity * Fx)) *BTU) + 0.3875

Where:

Parkway = The Parkway price, expressed in $US/MMBtu, for the month of delivery, as reported in the table entitled "Canadian Export Price Indices" in the first of the month issue of <u>Canadian Gas</u> <u>Price Reporter</u> published by Canadian Enerdata Ltd.

TCPL commodity = TransCanada pipeline commodity charge from Parkway to Philipsburg expressed in $/Cdn/Gj converted to $Cnd/Mmbtu using a conversion factor of 1.055056

Fx = The Canadian Exchange Rate as posted in the <u>Wall Street Journal</u> on the 20th of the month (or nearest working day) preceding the month of delivery.

BTU = Monthly BTU content at Philipsburg

$0.3875 = Comprised of $0.15 upstream transport charge and $0.2375 downstream transportation charge.

In the event publication of the, <u>Canadian Gas Price</u> <u>Reporter</u>, is discontinued, the Company shall, acting reasonably, determine and use a comparable source to determine pricing.

For clarity, all volumes less than the baseline Mcf per month during the off-peak period shall be priced in accordance with Customer’s executed Attachment A and/or Attachment C as applicable.

3.2 Any taxes, excises, duties or similar fees which may be imposed by any governmental authority during the term of this Agreement on the importation, exportation, transmission, distribution, purchase or sale of gas applicable to or paid by Company on the gas delivered to Customer hereunder shall be charged to Customer. Company's calculation for such fees shall be conclusive.

3.3 In no event shall the price per Mcf of gas to Customer under this Agreement be reduced to a level which is less than the Company's cost of gas per Mcf plus $0.23 per Mcf. The Company's calculation of its cost of gas, which shall include, but not be limited to, any taxes, excises or duties which may be imposed by any governmental authority during the term of this Agreement on the importation, purchase or sale of gas applicable to or paid by Company on the gas delivered to Customer hereunder, shall be conclusive.

3.4 In no event shall the price of natural gas (excluding any applicable Facility Charges) provided hereunder be greater than the Company's G-__rate.

3.5 If Customer has established fixed price under an executed Attachment C, Lock Price Program volumes per Attachment C will assume to be consumed first. Volumes over baseline thereafter will be priced at the Off-Peak Commodity Price.

3.6 In the event that the Company's commodity cost of gas per Mcf plus $0.23 per Mcf exceeds the rate referred to in Section 3.4, Customer has the right, but not the obligation, to waive the provisions of 3.4 and purchase gas pursuant to section 3.3.

4. **Termination**: If either party wishes to terminate this Attachment D on or after the first contract year, such termination may be effected by written notice given to the other party of not less than ninety (90) calendar days prior to the termination date.

CUSTOMER	VERMONT GAS SYSTEMS, INC.
By:__________________________	By:__________________________
Title:_________________________	Title:_________________________
Date:________________________	Date:________________________