

RATE SCHEDULE (IS-CNG-TR)
INTERRUPTIBLE COMPRESSED NATURAL GAS TRANSPORTATION AND BALANCING SERVICE

APPLICABILITY

This rate schedule is available on a non-aggregated basis for interruptible service to compressed natural gas facilities desiring to obtain natural gas supplies from sources(s) other than the Company and delivered to the Company for the purposes of services hereunder.

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. 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 transportation service.

A customer receiving service under the provisions of this Rate Schedule IS-CNG-TR 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-TR must provide 36 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.

REQUEST FOR TRANSPORTATION SERVICE

Customer may contract for interruptible transmission-pressure transportation capacity in advance for the November through October twelve-month period by executing an Attachment C.

Or in the alternative, Customer can also request for transportation capacity on less than a twelve month basis. Under this option, Customer shall submit via facsimile to the Company's Gas Control a completed request (Attachment C) for the quantity (Mcf) it wishes to transport by 10:00 a.m. on the fourth (4) business day prior to the beginning of the first calendar month of the transport period. By 3:00 p.m. on the same day of such request, Company shall (i) accept Customer's original request, (ii) reject the request, or (iii) modify the request to reflect the available capacity, if any, factoring in normal curtailments. Customer shall have two (2) hours after receipt to reject the revised request. In the

event there is greater demand than available system capacity, available capacity will be allocated among all Customers' requests based on contribution margins. If the Company fails to respond to Customer's request within the allowed time, the Company is deemed to have accepted the request. Similarly, if Customer does not timely reject the revised request, such revision is deemed accepted by Customer.

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 the Company's General Terms and Conditions tariff.

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 C.

BILLING, PAYMENT AND DISCONNECTION

The monthly bill payable by Customer to the Company shall include (i) the fixed monthly Meter Charge, (ii) any transportation charges (effective transportation rate multiplied by Customer's total delivered quantity, (iii) any assessed penalties and charges, and (v) 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. At minimum, the monthly payment shall include the Meter Charge as applied to Customer's number of interruptible meters.

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

In addition to applicable balancing charges below, 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.

Transportation Charge

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

<u>Rate Option</u>	<u>Rate (\$/Mcf)</u>	<u>Annual Quantity</u>
Option 1	\$1.09	< 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	\$0.57	> 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

Company shall charge Customer for 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.

ASSISTANCE PROGRAM FEE

Tier 1: For customers using less than 200,000 Mcf per year, an Assistance Program Fee of \$10.60 per meter per bill shall apply.

Tier 2: For customers using 200,000 Mcf or greater per year, an Assistance Program Fee of \$178.51 per meter per bill shall apply.

NOMINATION PROCEDURES

Upon mutual acceptance of the above transportation request, Customer shall make arrangements with its designated supplier(s) to deliver at the Receipt Point the aggregate requested quantity (inclusive of line losses). Such quantity shall be delivered at a constant daily rate for the applicable period.

Nomination(s) shall be submitted to the Company's Gas Control by 10:00 a.m. (Eastern Time) three (3) business days prior to the beginning of the month. Such nomination(s) shall remain in effect for the entire month, unless modified by either Customer or the Company. Customer may increase or decrease the volume of a monthly nomination, subject to acceptance by the Company, at any time during the month that Customer is receiving Interruptible Transportation service; provided however, such revised nomination must be received by the Company prior to the applicable nomination deadline(s). The Company shall have the sole discretion of accepting such revision(s), provided that acceptance may not be unreasonably withheld. Such revised monthly nomination shall be effective for all subsequent gas days in that month unless revised by Customer or the Company.

If, for any gas day, Company is unable to confirm with upstream pipeline(s) of Customer's gas supply, Company shall have the right to refuse delivery to Customer for that day. The Company will make reasonable efforts to notify Customer of such occurrences within reasonable time to allow Customer the opportunity to remedy any deficiency.

All gas delivered by the Company to Customer under this rate schedule shall be subject to a 1% line loss deduction.

Daily, at the same time the Nomination is transmitted, Customer shall declare the value(s) of the gas nominated. Such declared value(s) shall be consistent with the valuation method(s) required by government authority(ies) and applicable on the day gas is delivered to the Receipt Point. Customer takes full responsibility for the accuracy of such declaration and will indemnify Company for penalties

and interest and all other damages and costs of any nature arising from such declaration.

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 capacity to transport 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.

BALANCING

The Company acknowledges that the volume of gas consumed by Customer for any day, adjusted for line losses, may not equal the amount of gas delivered to the Company at the Receipt Point for the

same day. In order to ensure the operational integrity of its distribution system, the Company shall impose imbalance tolerances if on the same day Company incurs charges related to the balancing of the Company's system. An imbalance is defined as the variance between the volume consumed by the customer and the volume nominated by the customer, expressed as a percentage of the nominated volume, for a given day. Imbalances will be subject to the balancing charges set forth below; however such charges shall only apply if on the same day Company has incurred charges related to the balancing of the Company's system.

<u>Imbalance Volumes</u>	<u>Charge</u>
Less than the greater of 2% or 20 Mcf	\$0.000 per Mcf
More than the greater of 2% or 20 Mcf and less than the greater of 4% or 40 Mcf	\$0.2101 per Mcf
More than the greater of 4% or 40 Mcf and less than the greater of 8% or 80 Mcf	\$0.5269 per Mcf
More than the greater of 8% or 80 Mcf and less than the greater of 10% or 100 Mcf	\$0.7905 per Mcf
More than the greater of 10% or 100 Mcf	\$1.0539 per Mcf

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

DAILY VOLUME RECONCILIATION

At the conclusion of each day, the Customer's nominations will be reconciled to its consumption according to the schedule detailed below. For the purpose of calculating the daily volumes to be reconciled, "over deliveries" are defined as cumulative confirmed nominations (net of line losses) in excess of cumulative consumption and "under deliveries" are defined as cumulative consumption in excess of cumulative confirmed nominations (net of line losses).

	<u>Cumulative Imbalance Volumes for Month</u>	<u>Credit per MCF</u>
Over Deliveries November to April	4.0% or less	100% of WSP
	>4% to 10%	90% of WSP
	10% or greater	80% of WSP
Over Deliveries May to October	4.0% or less	100% of SSP
	>4% to 10%	90% of SSP
	10% or greater	80% of SSP

Cumulative Imbalance

	<u>Volumes for Month</u>	<u>Charge per MCF</u>
Under Deliveries November to April	4.0% or less	100% of WSP
	>4% to 10%	110% of WSP
	10% or greater	120% of WSP
Under Deliveries May to October	4.0% or less	100% of SSP
	>4% to 10%	110% of SSP
	10% or greater	120% of SSP

Where WSP = The winter spot price of gas at the Receipt Point, expressed in U.S. dollars per Mcf, determined as: (1) the Current Average Border Price for Iroquois pipeline as published in the Canadian Gas Price Reporter table "Canadian Export and U.S. Spot Gas Prices" for the month in question; plus (2) the differential between (i) the TCPL commodity toll from Parkway to Philipsburg and (ii) the TCPL commodity toll from Parkway to Iroquois; plus (3) applicable fuel charges between Iroquois and Philipsburg as in effect on TCPL's system. Company may add to WSP 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.

Where SSP = The summer spot price at the Receipt Point, expressed in U.S. dollars per Mcf, determined as: the Current Average Price for Parkway as published in the Canadian Gas Price Reporter table "Canadian Export and U.S. Spot Gas Prices" for the month in question. Company may add to SSP 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.

At any time within a month, Customer may request, and the Company shall provide within a reasonable time, Customer's daily imbalances for the month. Customers are also free to exchange daily imbalances with other transportation customers for the purpose of offsetting their respective imbalances. Such imbalance trades must be communicated in writing to the Company by the last day of the month for which it is to be applied and must be signed by all parties thereto.

UNAUTHORIZED OVERRUN GAS USE PENALTY

Unauthorized Overrun Gas Use shall be deemed to occur if, on any gas day, after the Company has provided notice of curtailment, Customer fails to discontinue use of service as requested by the Company by the time allowance.

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 WSP plus \$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 WSP plus \$7.50 per Mcf of Authorized Overrun Gas taken by the Customer.

When the emergency condition exists because Customer has run out of alternate fuel, contamination of an alternate fuel or the failure to make reasonable attempts to make necessary repairs within 96 hours, the emergency use period will be limited to 96 hours and all gas use thereafter will be classified as Unauthorized Overrun Gas.

POINT OF DELIVERY AND TITLE TRANSFER

The Company shall be deemed to be in control and possession of the gas to be transported upon receipt of such gas at the Receipt Point and until it has been delivered to the Customer. However, such gas shall remain the property of Customer while being transported and delivered by the Company.

DELIVERY PRESSURE

The Company agrees to deliver interruptible gas to the Point of Delivery at such pressure as provided for under its contract with the 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

Customer shall make all necessary agreements and obtain all necessary regulatory or governmental certificates or approvals to enable the gas transported under this Rate Schedule to be delivered at the Company's existing receipt point of Philipsburg, Québec at the interconnection with TransCanada PipeLines Limited ("TCPL") facilities ("Receipt Point").

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 TRANSPORTATION AND BALANCING
SERVICE 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 transport 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 Transportation 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 _____, 201_ 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

Customer agrees to transport the quantities as provided for in the effective Attachment C.

3.0 RATE

- 3.1 The applicable transportation rate shall be the option as selected by Customer as specified in the effective Attachment C; provided, however, Customer agrees to transport at least the adjusted minimum quantity (minimum adjusted for any curtailments and reduction due to force majeure) provided for in Customer's designated rate option. 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 applicable to the entire contract period provided in Attachment C.
- 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.

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 and not more than 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 TRANSPORTATION AND BALANCING SERVICE
AGREEMENT
ATTACHMENT B
FACILITIES CHARGE DETERMINATION

INCREMENTAL 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]

INCREMENTAL 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

VERMONT GAS SYSTEMS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

VERMONT GAS SYSTEMS, INC.
INTERRUPTIBLE COMPRESSED NATURAL GAS TRANSPORTATION AND BALANCING SERVICE
AGREEMENT
ATTACHMENT C

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 from _____, 202_ through _____, 202_.

QUANTITY

November	_____	Mcf	May	_____	Mcf
December	_____	Mcf	June	_____	Mcf
January	_____	Mcf	July	_____	Mcf
February	_____	Mcf	August	_____	Mcf
March	_____	Mcf	September	_____	Mcf
April	_____	Mcf	October	_____	Mcf

RATE

The transportation rate option selected by Customer is Option_____.

ASSISTANCE PROGRAM FEE:

Tier 1____meter(s) and Tier 2____meter(s).

CUSTOMER

VERMONT GAS SYSTEMS, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Reserved for Future Use

Reserved for Future Use