

August 16, 2021

BY ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket 2022-06-NG – Gas Long-Range Resource and Requirements Plan
for the Forecast Period 2022/23 to 2026/27
Responses to Division Data Requests – Set 1 (Entire Set)**

Dear Ms. Massaro:

I have enclosed an electronic version of Rhode Island Energy's¹ responses to the Rhode Island Division of Public Utilities and Carriers' ("Division") First Set of Data Requests in the above-referenced matter.

The following data request responses and attachments contain confidential gas pricing information and contract terms: Division Data Requests 1-13, 1-19 and 1-24 and Attachments Division, 1-18-1, 1-18-2, 1-19 and 1-20 (the "Confidential Responses"). Therefore, the Company has provided a redacted and confidential version of these responses and attachments to the extent practicable and has requested confidential treatment pursuant to R.I. Gen. Laws § 38-2-2(4)(B) and Rule 810-RICR-00-00-1.3(H) of the PUC's Rules of Practice and Procedure. The Company has also provided confidential versions of these responses and attachments to the Division pursuant to a non-disclosure agreement.

¹ The Narragansett Electric Company d/b/a Rhode Island Energy ("Rhode Island Energy" or the "Company").

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Thank you for your attention to this matter. If you have any questions, please contact me at 401-709-3359.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Boyajian', with a stylized flourish at the end.

Steven J. Boyajian

Enclosures

cc: Al Mancini, Division (w/confidential versions)
Jerome D. Mierzwa, Division Consultant (w/confidential versions)

**STATE OF RHODE ISLAND
RHODE ISLAND PUBLIC UTILITIES COMMISSION**

Gas Long-Range Resource)	
and Requirements Plan)	Docket No. 22-06-NG
for the Forecast Period)	
2022/23 to 2026/27)	

**THE NARRAGANSETT ELECTRI COMPANY’S
MOTON FOR PROTECTIVE
TREATMENT OF CONFIDENTIAL INFORMATION**

The Narragansett Electric Company¹ respectfully requests that the Rhode Island Public Utilities Commission (PUC) grant protection from public disclosure certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by Rule 810-RICR-00-00-1.3(H) of the PUC’s Rules of Practice and procedure (Rule 1.3(H)) and R.I. Gen. Laws § 38-22(4)(B). The Company also requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to Rule 1.3(H)(2).

I. BACKGROUND

On August 16, 2022, the Company submitted its responses to Division of Public Utilities and Carriers’ (Division) First Set of Data Requests in this docket. Certain of the Company’s responses to those data requests contain confidential gas cost pricing information and contract terms. This confidential and competitively sensitive information can be found in the Company’s responses to Division Data Requests 1-13, 1-19 and 1-24 and Attachments Division, 1-18-1, 1-18-2, 1-19 and 1-20 (the “Confidential Responses”). In accordance with Rule 1.3(H)(3), National Grid has, where possible, provided redacted public versions and confidential versions of the Confidential Responses. However, it is not practicable to provide redacted public versions of

¹ The Narragansett Electric Company d/b/a Rhode Island Energy (the Company).

confidential Attachments Division 1-18-1 and 1-18-2 as the confidential data contained within those Excel files cannot be removed without inadvertently altering other data contained in those attachments. Therefore, the Company requests that, pursuant to Rule 1.3(H), the PUC afford confidential treatment to the gas cost pricing information and contract terms contained in the Confidential Responses.

II. LEGAL STANDARD

Rule 1.3(H) provides that access to public records shall be granted in accordance with the Access to Public Records Act (APRA), R.I. Gen. Laws § 38-2-1, *et seq.* Under the APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a “public record,” unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I. Gen. Laws § 38-2-2(4). To the extent that information provided to the PUC falls within one of the designated exceptions to the public records law, the PUC has the authority under the terms of APRA to deem such information as confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information would be likely either (1) to impair the government’s ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal*, 774 A.2d 40 (R.I. 2001).

The first prong of the test is satisfied when information is provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

III. BASIS FOR CONFIDENTIALITY

The gas cost pricing information and confidential contract terms – which are provided in the Confidential Responses – are confidential and privileged information of the type that the Company would not ordinarily make public. As such, the information should be protected from public disclosure. Public disclosure of such information could impair the Company’s ability to obtain advantageous pricing or other terms in the future, thereby causing substantial competitive harm ultimately to the detriment of the Company’s customers. Accordingly, the Company is providing the information on a voluntary basis to assist the PUC with its decision-making in this proceeding, but respectfully requests that the PUC provide confidential treatment to the information.

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the PUC grant its Motion for Protective Treatment of Confidential Information.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a RHODE ISLAND ENERGY**

By its attorney,

/s/ Steven J. Boyajian

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Dated: August 16, 2022

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-1

Request:

Please provide all calculations, workpapers, documentation and Excel files supporting the statements made in Section III.E.2.a. of the Long-Range Plan.

Response:

In Section III.E.2.a of the Company's "Long-Range Resource and Requirements Plan Forecast Period 2022/23 to 2026/27" submission, the Company describes its statistical analysis and its cost/benefit analysis that it had performed in 2018 to support its Design Day standard of 68 heating degree days (HDD).

Refer to Attachment Division 1-1-1 for the Excel spreadsheet used to support the Company's Design Day standard.

Refer to Attachment Division 1-1-2 for a copy of the Company's response to Data Request Division 1-12 in Docket No. 4816 which describes the Company's statistical analysis.

Refer to Attachment Division 1-1-3 for a copy of Chart III-E-1 referred to in Attachment Division 1-1-2.

Also, refer to Attachment Division 1-1-4 for a copy of the Company's response to Data Request Division 1-13 in Docket No. 4816 and its Attachments therein which describe the Company's assumptions regarding damage costs used in its Design Day cost/benefit analysis.

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Attachment Division 1-1-1

Please see the Excel version of Attachment Division 1-1-1

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4816
In Re: Long-Range Resource and Requirements Plan
For the Forecast Period 2017/18 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 19, 2018

Division 1-12

Request:

With respect to Chart III-E-1 in the March 30, 2018 LRP, please:

- a. Provide the workpapers, data, analyses, and assumptions upon which the Company has relied to assess the "Cumulative Probability of Occurrence (p)" for each HDD level shown.
- b. If the Company assumes that HDDs are normally distributed around the computed mean value, provide the workpapers, data, analyses, and assumptions upon which the Company has relied to assess the distribution of actual Peak Day HDD measures have the characteristics of a normally distributed variable.
- c. Given that the Company's planning is based on being able to meet its Design Peak Day requirements, please document and explain the analyses and rationales upon which the Company relies to measure the probability of a shortage on its Mean Peak Day.
- d. Identify each historical year (on a planning year basis) for which the Company actually experienced a shortfall of supply on its Annual Peak Day, provide:
 - i. Provide the HDDs associated with the Annual Peak Day for each year identified;
 - ii. Provide the magnitude of the MMBtu shortfall experienced.
- e. Identify each historical year (on a planning year basis) for which the Company actually experienced a weather-related supply shortfall on a day for which its record degree days were below its Design Peak Day HDDs.
 - i. Provide the HDDs associated for each day on which such a supply shortfall was experience;
 - ii. Provide the magnitude of the MMBtu shortfall for each day on which such a supply shortfall was reported.

Response:

- a. In Chart III-E-1 in the Company's Long-Range Plan filing, the column labeled "Cumulative Probability of Occurrence (p)" contains the Excel NORMDIST function for calculating the probability of the peak day being at or less than the "HDD [heating

Prepared by or under the supervision of: Theodore E. Poe, Jr. and Elizabeth D. Arangio

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degree day] Level" value based on the mean peak day and standard deviation of peak day listed in the chart, assuming normal distribution.

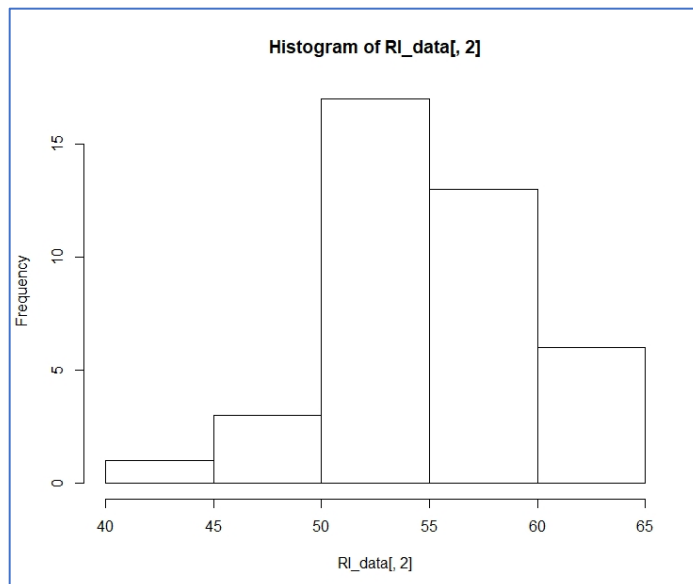
- b. In previous Long-Range Plan filings, the Company had used the coldest day in each of the most recent 40 years to determine the mean and standard deviation statistics for its design day distribution. In reviewing the data for the current filing, the Company noted that the distribution was considered normally-distributed based on the Shapiro-Wilk test ($p\text{-value} > 0.05$):

Shapiro-Wilk normality test

```
data: RI_data[, 2]
```

```
W = 0.96664, p-value = 0.2803
```

However, the data was becoming more skewed, as seen in the histogram in Figure 1 below and the normal Q-Q plot in Figure 2 below.



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Division 1-12, page 3

Figure 1

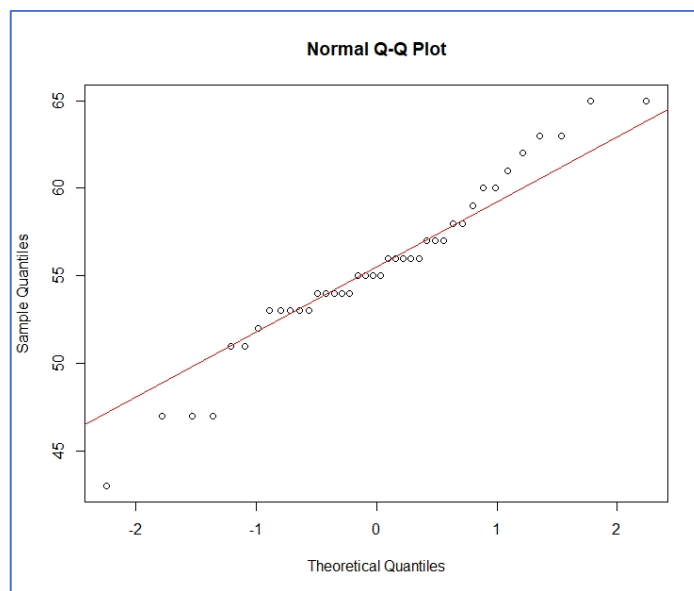


Figure 2

As noted in the Company's Long-Range Plan filing, the Company used recorded daily HDD values based on 6,040 observations at the T.F. Green weather site for the November through March periods of 1977/78 through 2016/17. Using its new methodology, the Company found that the 6,040 data points had a mean of 55.00 HDD and a standard deviation of 6.13 HDD.

The Shapiro-Wilk test for normality cannot be used for data sets with more than 5,000 observations because, for large amounts of data, even very small deviations from normality can be detected, leading to rejection of the null hypothesis even though for practical purposes the data is essentially normal. The Company did use the Kolmogorov-Smirnov test on its data and found that it also rejected normality:

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Division 1-12, page 4

One-sample Kolmogorov-Smirnov test

```
data: RI_data[, 4]
```

```
D = 0.99897, p-value < 2.2e-16
```

```
alternative hypothesis: two-sided
```

Examining the normal Q-Q plot (Figure 3 below), the Company accepted the data as normally distributed.

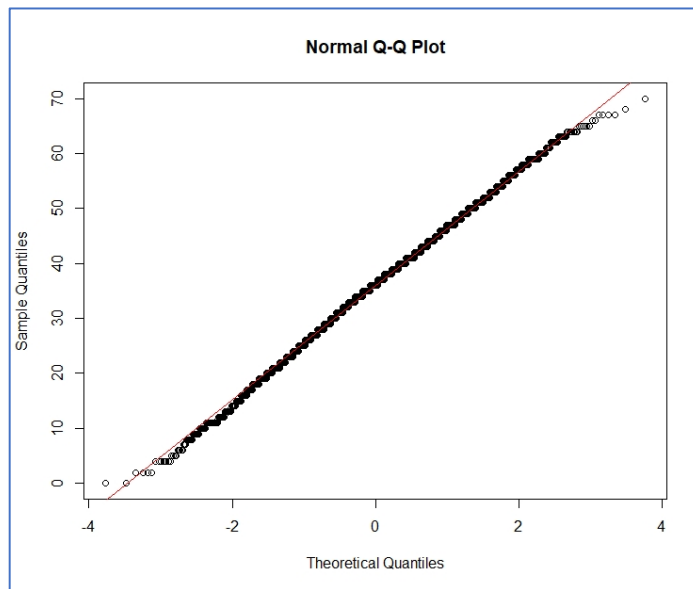


Figure 3

The Narragansett Electric Company
d/b/a National Grid
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Division 1-12, page 5

- c. The Company's analyses and methodology for measuring the probability of a supply resource shortfall on a design day are documented in Section III.E.2.a. of the Company's Long-Range Plan filing. The Company's cost/benefit analysis of its design day standard measures the cost of holding a basket of resource capacity to meet its customers' one-day resource needs with the benefit of avoiding the probability-weighted economic damages that would ensue. The Company assumes that, given it is a one-day event, there would be insufficient time to arrange for additional citygate resources or that such additional resources would not be available.
- d. The Company has not experienced a shortfall of supply resources on its annual peak day.
- e. The Company has not experienced a weather-related supply shortfall on a day for which its actual degree days were below its design peak day HDDs.

Chart III-E-1
RIPUC Docket No. 4816
Long-Range Gas Supply Plan
March 30, 2018
Page 1 of 1

**National Grid Rhode Island
2018 Long Range Plan**

Assumptions:

Mean Peak Day = 55.00 HDD
Std Dev Peak Day = 6.13 HDD

Heating Increment = 5,664.03 MMBtu/HDD
No. of Firm Customers = 267,530

HDD Level	Cumulative Probability Of Occurrence (p)	Probability Of Exceeding (1-p)	Frequency of Occurrence 1/(1-p) (years)	HDD Excess	Delta Supply (MMBtu)	Requirements Of An Average Customer At HDD Level (MMBtu/cust)	Equivalent Number of Customers
55.0	0.5000	0.5000	2.00	0.0	0	1.16	0
56.0	0.5648	0.4352	2.30	1.0	5,664	1.19	4,777
57.0	0.6279	0.3721	2.69	2.0	11,328	1.21	9,387
58.0	0.6877	0.3123	3.20	3.0	16,992	1.23	13,838
59.0	0.7430	0.2570	3.89	4.0	22,656	1.25	18,138
60.0	0.7927	0.2073	4.82	5.0	28,320	1.27	22,294
61.0	0.8362	0.1638	6.10	6.0	33,984	1.29	26,314
62.0	0.8733	0.1267	7.89	7.0	39,648	1.31	30,205
63.0	0.9041	0.0959	10.42	8.0	45,312	1.33	33,972
64.0	0.9290	0.0710	14.08	9.0	50,976	1.35	37,621
65.0	0.9486	0.0514	19.45	10.0	56,640	1.38	41,158
66.0	0.9636	0.0364	27.49	11.0	62,304	1.40	44,588
67.0	0.9749	0.0251	39.78	12.0	67,968	1.42	47,916
68.0	0.9830	0.0170	58.92	13.0	73,632	1.44	51,145
69.0	0.9888	0.0112	89.36	14.0	79,296	1.46	54,281
70.0	0.9928	0.0072	138.83	15.0	84,960	1.48	57,328
71.0	0.9955	0.0045	220.97	16.0	90,624	1.50	60,288
72.0	0.9972	0.0028	360.36	17.0	96,288	1.52	63,167
73.0	0.9983	0.0017	602.28	18.0	101,952	1.55	65,968
74.0	0.9990	0.0010	1031.78	19.0	107,616	1.57	68,690
75.0	0.9994	0.0006	1811.95	20.0	113,280	1.59	71,341
76.0	0.9997	0.0003	3262.39	21.0	118,944	1.61	73,923
77.0	0.9998	0.0002	6022.88	22.0	124,608	1.63	76,437
78.0	0.9999	0.0001	11402.37	23.0	130,272	1.65	78,887
68.0	0.9830	0.0170	58.92	(EDD Level MINUS Mean Peak)	(EDD Excess TIMES Heating Increment) (MMBtu)	(Heating Increment DIVIDED BY No. of Firm Customers TIMES EDD Level)	(Delta Supply DIVIDED BY Requirements of Average Customer)

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Division 1-13

Request:

With respect to Chart III-E-2 in the March 30, 2018 LRP, please:

- a. Provide the workpapers, data, analyses, assumptions (as well as source documents) upon which the Company has relied to estimate "**Relight Costs**" per customer, and if the source data is not based on actual Rhode Island experience document the Company's efforts to verify the applicability to Rhode Island of the data used, as well as any and all adjustments to data from another jurisdiction or other jurisdictions upon which the Company has relied.
- b. Provide the workpapers, data, analyses, assumptions (as well as source documents) upon which the Company has relied to estimate "**Freeze-Up Damages**" per customer. Also:
 - i. Explain why (as noted Section III.E.2.a of the March 30, 2018 LRP) the Company has chosen to rely on a **ten year old** estimate from Marsh & McLennan basis for its "**Freeze-Up Damages**" cost estimate.
 - ii. Provide the analyses upon which the Company has relied to assess the representativeness of that Marsh & McLennan estimate to reflect current remodeling costs for Rhode Island customers.
 - iii. Document and explain the composition of the data base from which the 2008 Marsh & McLennan average was derived with particular sensitivity to the region of the U.S. from which Marsh & McLennan derived the data base from which the 2008 value was computed.
- c. Explain why the Company's estimate of "**Relight Costs**" per customer in 2016 dollars of \$1,069.00 in its March 30, 2018 LRP is identical to the "**Relight Costs**" per customer in 2014 dollars assumed in Chart II-E-2 in the Company's 2016 LRP.
- d. Provide the workpapers, data, analyses, and assumptions upon which the Company has relied to adjust its estimate of "**Freeze-Up Damages**" per customer from \$41,794.39 in 2014 dollars in the Company's 2016 LRP, Chart III-E-2, to \$44,785.05 per customer in 2016 dollars in its March 30, 2018 LRP.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4816
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Issued on July 19, 2018

Division 1-13, page 2

Response:

- a. The Company's estimate of reight costs per customer is part of the Company's capital sanctioning analysis related to its fiscal year (FY) 2019 Gas System Reinforcement Program in Rhode Island. Please refer to Attachment DIV 1-13-1 for a copy of the Company's analysis of its estimated reight costs per customer. In particular, the reight cost estimate is derived from two outages Rhode Island (Tiverton and Westerly), as well as two outages in geographically-close areas of Long Island (Glen Cove and Cutchogue).
- b.i. The Company uses its Marsh & McLennan study as the basis for its "Freeze-Up Damages" cost estimate and adjusts its results with the most recent (2014) U.S. Construction Price Deflator. The Marsh & McLennan study is the Company's most recent study of freeze-up damages associated with loss of supply to customers' homes and facilities.
- b.ii. Because loss of supply to customers' homes and facilities and the associated freeze-up damages occurs so infrequently, the Company had requested Marsh & McLennan to include structures within the Company's New England service territories.
- b.iii. The Company does not have information on the Marsh & McLennan database from which Marsh & McLennan's data was derived.
- c. The Company's estimate of reight costs has not changed in current dollars.
- d. The "Freeze-Up Damages" per customer of \$41,794.39 in 2014 dollars in the Company's 2016 Gas Long-Range Resource and Requirements Plan (Long-Range Plan) for 2015/16 to 2024/25, Chart III-E-2, and \$44,785.05 per customer in 2016 dollars in its March 30, 2018 Long-Range Plan are both derived from the Marsh & McLennan baseline of \$20,000 per customer in 2007 dollars. In both cases, the Company inflated the Marsh & McLennan figure using the most recent (2014) U.S. Construction Price Deflator. Each value was set as the 50 percent midline figure for expected freeze-up damages. As described in Section III.E.2.a., the values quoted in Chart III-E-2 of both the Company's 2016 and the 2018 Long-Range Plans are two times the 50 percent midline figure. The U.S. Construction Price Deflator table used in the 2018 Long-Range Plan is provided as Attachment DIV 1-13-2.



Short Form Sanction Paper

Appendix 2 – Outage Restoration Costs

Estimates for relighting customers and recovering from a system outage have been prepared to quantify the impact of outages related to insufficient system capacity during periods of peak demand and severe winter cold.

Actual relight costs have been captured from recent incidents to quantify Company expenses related to restoring service. These were all related to outages that occurred for reasons other than insufficient system capacity and operations were conducted under benign weather conditions. It is likely that during severe winter weather conditions, costs would increase.

Claims related to frozen buildings, burst pipes and equipment damage due to a lack of heat during severe cold weather were captured from the only recent incident the Company experienced the outage in Hull, Massachusetts during the peak day of January 16, 2004.

Relight Costs

Tiverton, RI (2008): 900 customer outage with relight costs of \$322,839 for an average relight cost of \$358.71 per customer.

Cutchoque, NY (2003): 1,800 customer outage with relight costs of \$2,367,401 for an average relight cost of \$1,315.22 per customer.

Glen Cove, NY (2008): 1,016 customer outage with relight costs of \$275,000 for an average relight cost of \$270.67 per customer.

Westerly, RI (2011): 1,686 customer outage with relight costs of \$2,811,455 for an average relight cost of \$1,667.53 per customer.

Average cost to relight for combined instances above equals \$1,069 per customer.

Claims

Hull, MA (2004): 297 customers affected with claims totaling \$206,336 for an average claim of \$694.73 per customer.

Combined cost of relight and claims

The combined cost of relighting customers and resolving claims averages out to \$1,764 per customer.

Recognizing the amount of variability in different incidents, such as weather conditions, different types of neighborhoods, variable labor costs, economies of scale, etc., for purposes of evaluating the benefits of reinforcement projects, an average value of service restoration costs and claims of \$1,000 per customer is used.

Constant Quality (Laspeyres) Price Index of New Single-Family Houses Under Construction
[2005 = 100.0. Index based on kinds of houses sold in 2005]

Year	Annual		Monthly											
	Annual index	Percent change	January	February	March	April	May	June	July	August	September	October	November	December
1964	12.4	(X)	12.2	12.1	12.0	12.2	12.3	12.4	12.4	12.3	12.3	12.6	12.7	12.8
1965	12.8	3.2%	12.7	12.6	12.6	12.6	12.6	12.8	12.6	12.6	12.6	13.0	13.2	13.3
1966	13.4	4.7%	13.0	12.8	12.8	13.3	13.6	13.6	13.4	13.4	13.3	13.6	13.7	13.9
1967	13.8	3.0%	13.7	13.6	13.6	13.6	13.7	13.7	13.7	13.8	13.9	13.9	14.1	14.2
1968	14.6	5.8%	14.3	14.3	14.3	14.4	14.5	14.5	14.3	14.4	14.5	14.8	15.1	15.4
1969	15.5	6.2%	15.2	15.2	15.4	15.4	15.6	15.4	15.5	15.4	15.4	15.6	15.7	15.8
1970	15.9	2.6%	15.6	15.6	15.7	16.1	16.3	16.7	16.0	15.6	15.5	15.6	15.8	16.0
1971	16.8	5.7%	15.9	16.4	16.5	16.6	16.6	16.7	16.7	17.2	17.1	17.2	17.3	17.5
1972	18.0	7.1%	17.6	17.6	17.6	17.6	17.6	17.7	17.9	18.0	18.2	18.5	18.7	18.9
1973	19.8	10.0%	18.9	18.9	19.1	19.3	19.5	19.6	19.9	20.2	20.4	20.5	20.6	20.6
1974	21.8	10.1%	20.8	20.9	21.4	21.1	21.3	21.8	22.0	22.0	22.1	22.4	22.6	22.8
1975	23.7	8.7%	23.1	23.1	23.1	23.3	23.7	23.8	23.8	23.7	23.9	24.0	24.2	24.4
1976	25.2	6.3%	24.2	24.2	24.3	24.6	25.1	25.4	25.5	25.5	25.5	25.7	25.9	26.1
1977	28.2	11.9%	26.6	26.8	27.0	27.2	27.6	27.9	28.3	28.5	28.7	29.0	29.3	29.7
1978	31.7	12.4%	30.0	30.3	30.5	30.8	31.2	31.3	31.6	32.0	32.5	32.9	33.3	33.6
1979	35.7	12.6%	33.9	34.2	34.4	34.8	35.2	35.7	36.2	36.5	36.8	37.0	37.3	37.6
1980	39.8	11.5%	38.1	38.4	38.6	39.0	39.2	39.6	40.1	40.3	40.5	40.7	41.0	41.3
1981	42.6	7.0%	41.6	41.9	42.0	42.3	42.6	42.7	42.7	42.8	43.0	43.2	43.5	43.5
1982	43.4	1.9%	43.4	43.4	43.5	43.6	43.5	43.4	43.2	43.4	43.6	43.5	43.7	43.7
1983	44.7	3.0%	44.0	44.1	44.0	44.0	44.3	44.4	44.6	44.7	44.9	45.2	45.4	45.6
1984	46.7	4.5%	45.8	46.0	46.1	46.1	46.2	46.5	46.5	46.9	47.3	47.5	47.6	47.5
1985	47.9	2.6%	47.7	47.5	47.6	47.5	47.4	47.5	47.6	47.8	48.0	48.2	48.4	48.8
1986	50.4	5.2%	49.1	49.2	49.3	49.5	49.8	50.2	50.4	50.6	50.8	51.1	51.5	51.8
1987	52.7	4.6%	52.1	52.1	52.2	52.4	52.4	52.6	52.7	52.8	52.8	53.0	53.3	53.7
1988	54.5	3.4%	54.1	54.3	54.1	54.1	54.3	54.3	54.3	54.5	54.8	54.9	55.2	55.2
1989	56.4	3.5%	55.4	55.6	55.8	56.1	56.3	56.3	56.5	56.6	56.8	56.8	56.8	57.0
1990	58.0	2.8%	57.2	57.4	57.5	57.6	57.6	57.9	58.2	58.2	58.2	58.1	58.5	58.5
1991	58.2	0.3%	58.5	58.4	58.0	57.9	58.0	58.3	58.4	58.5	58.6	58.3	58.2	58.1
1992	58.9	1.2%	58.4	58.4	58.4	58.5	58.4	58.5	58.5	58.7	58.9	59.4	59.7	60.0
1993	61.8	4.9%	60.4	60.7	60.8	60.9	61.1	61.4	61.8	61.9	62.1	62.5	63.0	63.2
1994	64.6	4.5%	63.3	63.5	63.5	63.5	63.8	64.2	64.4	64.7	65.1	65.5	66.0	66.7
1995	67.3	4.2%	67.0	67.0	67.0	67.0	67.2	67.3	67.2	67.4	67.6	67.7	67.6	67.6
1996	68.6	1.9%	67.9	67.9	67.9	67.7	67.9	68.3	68.8	69.0	69.0	69.2	69.3	69.4
1997	70.6	2.9%	69.8	69.8	69.8	70.0	70.1	70.3	70.6	70.7	71.2	71.4	71.6	71.6
1998	72.5	2.7%	71.6	71.4	71.4	71.7	71.8	72.4	72.7	72.7	72.7	73.0	73.5	74.0
1999	72.7	0.3%	71.3	71.4	71.7	72.0	72.4	72.7	73.0	73.2	73.2	73.4	73.5	73.8
2000	75.9	4.4%	74.7	75.0	75.2	75.3	75.5	75.9	76.0	76.1	76.4	76.5	76.7	77.1
2001	79.7	5.0%	77.7	78.0	78.2	78.6	79.2	79.6	80.0	80.8	81.0	81.5	81.5	81.2
2002	81.7	2.5%	80.6	80.9	81.2	81.4	81.7	81.9	81.7	81.4	81.8	82.3	81.9	82.6
2003	85.9	5.1%	83.7	84.5	85.0	85.3	85.2	85.3	85.1	85.9	86.5	87.1	87.8	88.4
2004	93.1	8.4%	88.9	89.4	90.5	91.4	92.5	93.0	93.6	94.1	94.5	95.1	95.7	96.5
2005	100.0	7.4%	96.7	96.4	96.9	97.1	98.3	99.3	100.7	100.8	101.2	101.8	102.8	104.0
2006	106.0	6.0%	104.4	104.7	105.6	105.7	105.9	105.8	105.4	105.9	106.9	107.3	107.5	107.8
2007	107.0	0.9%	107.9	108.1	108.4	108.0	106.8	106.3	106.4	106.6	106.7	106.7	106.2	105.8
2008	103.3	-3.5%	105.1	104.9	104.5	103.8	104.1	103.0	103.3	102.7	101.8	101.4	101.6	102.0
2009	98.1	-5.0%	101.7	100.8	100.5	99.2	97.7	96.9	96.7	96.6	96.9	97.2	97.5	97.9
2010	96.4	-1.7%	97.8	97.2	96.4	95.7	95.6	95.9	96.4	96.4	96.0	96.6	96.7	97.0
2011	97.4	1.0%	97.0	96.6	96.8	97.5	97.4	97.3	97.2	97.9	97.4	97.8	97.8	97.8
2012	98.4	1.0%	96.8	96.2	96.9	97.4	97.4	97.4	98.4	99.3	99.5	99.4	99.5	99.9
2013	104.8	6.5%	100.9	101.9	102.8	103.5	103.8	103.9	104.0	104.5	105.8	107.5	108.4	108.9
2014	111.2	6.1%	109.9	110.7	111.0	109.8	109.6	108.8	111.3	112.8	113.1	111.5	112.3	112.8
2015	114.0	2.5%	113.2	113.8	114.1	113.8	113.9	114.1	114.1	113.8	113.8	114.4	114.0	114.7
2016	119.8	5.1%	114.9	115.0	116.6	117.3	118.1	118.3	119.8	121.3	122.3	123.4	124.0	124.0
2017			124.5	124.4	124.8	124.9	124.6	125.5	126.2	126.9	127.3	127.9	127.6	127.6

(X) Not applicable

^p Preliminary

^r Revised

Price Deflator (Fisher) Index of New Single-Family Houses Under Construction

[2005 = 100.0. Index based on kinds of houses sold in 2005]

Year	Annual		Monthly											
	Annual index	Percent change	January	February	March	April	May	June	July	August	September	October	November	December
1964	12.0	(X)	11.8	11.7	11.6	11.8	12.0	12.0	12.0	12.0	11.9	12.1	12.3	12.3
1965	12.4	3.3%	12.3	12.2	12.1	12.2	12.3	12.3	12.3	12.2	12.2	12.4	12.8	12.8
1966	13.0	4.8%	12.6	12.4	12.4	12.8	13.2	13.2	13.0	12.9	12.8	13.1	13.2	13.4
1967	13.4	3.1%	13.2	13.2	13.2	13.2	13.2	13.2	13.3	13.3	13.4	13.5	13.6	13.8
1968	14.1	5.2%	13.8	13.9	13.9	13.9	14.0	14.0	13.9	13.9	14.0	14.3	14.6	14.9
1969	15.0	6.4%	14.7	14.7	14.9	14.9	15.0	14.9	15.0	14.9	14.9	15.1	15.2	15.3
1970	15.4	2.7%	15.1	15.0	15.2	15.6	15.8	16.1	15.5	15.1	15.0	15.1	15.3	15.5
1971	16.3	5.8%	15.4	15.8	15.9	15.9	16.0	16.1	16.2	16.5	16.5	16.6	16.7	16.9
1972	17.5	7.4%	16.9	17.0	17.1	17.1	17.1	17.1	17.3	17.5	17.5	17.9	18.0	18.3
1973	19.1	9.1%	18.3	18.3	18.3	18.7	18.7	18.9	19.2	19.5	19.7	19.8	19.9	19.9
1974	21.1	10.5%	20.0	20.2	20.7	20.3	20.5	21.1	21.2	21.2	21.3	21.5	21.9	21.9
1975	22.9	8.5%	22.3	22.3	22.3	22.6	22.9	23.1	23.1	22.9	23.1	23.2	23.4	23.6
1976	24.4	6.6%	23.4	23.4	23.5	23.9	24.3	24.5	24.7	24.6	24.6	24.8	25.0	25.2
1977	27.0	10.7%	25.6	25.7	25.8	26.0	26.4	26.9	27.2	27.6	27.8	28.0	28.2	28.5
1978	30.6	13.3%	28.9	29.2	29.6	30.0	30.2	30.6	30.9	31.2	31.4	31.7	32.0	32.2
1979	34.3	12.1%	32.4	32.5	32.8	33.2	33.8	34.4	34.8	35.2	35.4	35.6	35.8	36.1
1980	37.9	10.5%	36.5	36.7	37.0	37.3	37.4	37.7	38.0	38.1	38.5	38.9	39.3	39.5
1981	40.5	6.9%	39.8	40.1	40.1	40.3	40.4	40.5	40.7	40.7	40.8	40.9	41.1	41.0
1982	41.7	3.0%	41.3	41.3	41.5	41.5	41.7	41.7	41.7	42.0	42.3	42.1	42.1	42.2
1983	42.9	2.9%	42.5	42.7	42.8	42.6	42.5	42.6	42.7	42.8	42.9	43.3	43.3	43.4
1984	44.5	3.7%	43.8	44.1	44.2	44.1	44.1	44.2	44.4	44.8	45.0	45.0	45.0	45.0
1985	45.4	2.0%	45.2	45.3	45.5	45.2	45.0	45.0	45.0	45.2	45.4	45.7	45.9	46.1
1986	47.4	4.4%	46.5	46.6	46.7	46.8	47.0	47.3	47.6	47.6	47.8	48.2	48.6	48.8
1987	49.6	4.6%	49.2	49.2	49.2	49.3	49.4	49.5	49.7	49.8	49.8	50.0	50.2	50.6
1988	51.6	4.0%	51.2	51.4	51.4	51.3	51.4	51.4	51.4	51.6	51.8	51.9	52.2	52.3
1989	53.7	4.1%	52.6	53.0	53.0	53.4	53.7	53.9	53.8	53.8	53.9	54.1	54.1	54.5
1990	55.4	3.2%	55.0	55.0	55.1	55.1	55.1	55.4	55.8	55.8	55.7	55.7	55.8	55.7
1991	55.9	0.9%	55.8	55.7	55.4	55.4	55.5	55.8	56.0	56.2	56.3	56.2	56.1	56.1
1992	57.0	2.0%	56.4	56.5	56.5	56.6	56.5	56.7	56.9	57.0	57.2	57.7	58.0	58.3
1993	59.8	4.9%	58.7	58.9	59.0	59.1	59.3	59.7	59.9	60.1	60.3	60.5	60.9	61.1
1994	62.5	4.5%	61.3	61.5	61.5	61.5	61.7	62.1	62.3	62.7	63.1	63.4	63.8	64.4
1995	65.2	4.3%	64.6	64.8	64.8	64.9	65.0	65.2	65.1	65.4	65.6	65.6	65.6	65.6
1996	66.4	1.8%	65.6	65.8	65.7	65.6	65.8	66.2	66.6	66.8	66.8	67.0	67.1	67.3
1997	68.4	3.0%	67.6	67.6	67.6	67.8	67.8	68.1	68.4	68.6	69.0	69.2	69.3	69.3
1998	70.2	2.6%	69.4	69.2	69.2	69.4	69.5	70.0	70.3	70.4	70.4	70.8	71.2	71.6
1999	73.3	4.4%	72.0	72.1	72.3	72.7	73.0	73.3	73.6	73.6	73.7	73.9	74.3	74.6
2000	76.7	4.6%	75.5	75.8	76.0	76.2	76.4	76.7	76.9	76.9	77.1	77.2	77.3	77.7
2001	80.2	4.6%	78.2	78.4	78.6	79.1	79.7	80.2	80.8	81.6	81.6	82.1	82.1	81.8
2002	82.1	2.4%	81.2	81.4	81.7	81.8	82.1	82.2	82.1	81.8	82.3	82.9	82.6	83.2
2003	86.1	4.9%	84.1	84.6	85.1	85.3	85.3	85.4	85.4	86.1	86.8	87.4	88.1	88.5
2004	93.0	8.0%	89.1	89.4	90.3	91.1	92.2	92.8	93.4	93.9	94.4	94.9	95.6	96.3
2005	100.0	7.5%	96.5	96.3	96.9	97.2	98.3	99.3	100.7	100.8	101.3	101.9	102.8	104.1
2006	106.2	6.2%	104.5	104.7	105.7	105.9	106.1	106.1	106.6	105.9	107.0	107.4	107.5	107.8
2007	107.2	0.9%	107.8	107.9	108.2	107.9	106.9	106.5	106.7	107.0	107.2	107.2	106.7	106.4
2008	104.1	-2.9%	105.8	105.5	105.2	104.8	105.2	104.0	104.1	103.4	102.6	102.2	102.2	102.6
2009	99.5	-4.4%	102.4	101.8	101.8	100.8	99.3	98.4	98.0	97.9	98.3	98.6	99.0	99.5
2010	98.0	-1.5%	99.5	98.8	98.0	97.3	97.1	97.4	97.8	97.7	97.5	98.1	98.4	98.8
2011	98.7	0.7%	98.7	98.2	98.5	98.6	98.5	98.4	98.4	99.0	98.8	99.1	99.2	99.4
2012	99.7	1.0%	98.6	98.1	98.9	99.1	98.8	98.7	99.4	100.2	100.3	100.4	100.7	101.0
2013	105.2	5.5%	101.9	102.7	103.4	104.0	104.2	104.2	104.5	105.0	106.0	107.4	108.2	109.1
2014	112.3	6.7%	110.2	111.0	111.5	110.7	110.9	110.4	112.9	114.0	114.4	112.9	113.7	114.1
2015	115.1	2.5%	114.5	114.8	114.9	114.4	114.4	114.8	115.0	115.0	115.3	115.9	115.6	116.2
2016	120.2	4.4%	116.5	116.4	117.9	118.2	118.9	119.1	120.1	121.1	122.0	122.9	123.3	123.5
2017			123.8	123.6	124.4	124.8	124.9	125.7	126.1	125.7	125.9	126.4	126.8	

(X) Not applicable

^P Preliminary

^r Revised

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-2

Request:

Please provide all calculations, workpapers, documentation and Excel files supporting the statements made in Section III.E.2.b. of the Long-Range Plan.

Response:

In Section III.E.2.b of the Company's 'Long-Range Resource and Requirements Plan Forecast Period 2022/23 to 2026/27' submission, the Company describes its statistical analysis and its cost/benefit analysis that it had performed in 2018 to support its Design Year standard of 6,250 heating degree days (HDD).

Refer to Attachment Division 1-2-1 for a copy of the Company's response to Data Request Division 1-17 in Docket No. 4816, which further describes the Company's Design Year standard.

Refer to Attachment Division 1-2-2 for a copy of the Excel spreadsheet referred to in Attachment Division 1-2-1 as "Attachment DIV 1-17-1" used to model daily sendout.

Refer to Attachment Division 1-2-3 for a copy of the Excel spreadsheet referred to in Attachment Division 1-2-1 as "Attachment DIV 1-17-2" used to support its Design Year standard. The charts referred to in Attachment Division 1-2-1 can be found as part of Attachment Division 1-2-3.

Also, refer to Attachment Division 1-2-4 for a copy of the Company's response to Data Request Division 1-18 in Docket No. 4816 which further describes portions of the development of the Company's Design Year standard.

The Narragansett Electric Company
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RIPUC Docket No. 4816
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Division 1-17

Request:

With respect to Charts III-E-8 and III-E-9 in the March 30, 2018 LRP, please:

- a. Explain the Company's rationale for using "Mean Annual HDD" as the base for measuring "HDD Excess" and "Days of Interruption" when the Company purportedly plans its system to have sufficient resources to reliably meet Design Year conditions.
- b. Document and provide workpapers to support the Company's determination of "Delta Supply (MMBtu)" for each EDD Level for:
 - i. Pipeline
 - ii. Storage
 - iii. Supplementals
- c. It is assumed that Charts III-E-8 and III-E-9 use the acronyms EDD and HDD interchangeably. If that is not correct, please document and explain the differences between EDD and HDD measures as they are used in the referenced charts.

Response:

- a. The purpose of the Company's design day cost/benefit analysis is to ensure that the Company has sufficient capacity and supply resources to meet its customers' predicted requirements up to the design day and design year weather conditions.
- b. The Company uses the mean coldest day as the starting point for its design day analysis and it uses the mean annual heating degree day (HDD) as the starting point for its design year analysis. Each of these choices begins the cost/benefit "what if" analysis, meaning what if the Company only planned for the average peak day or annual HDD and it experienced harsher weather conditions. Harsher weather conditions would require the cost of additional capacity and supply and receive the benefits of avoiding the damages that could be incurred. The Company uses these analyses to ensure that it has sufficient capacity to meet its customers' requirements without holding a significant amount of excess capacity.

Please refer to Attachment DIV 1-17-1 for the model of daily sendout at different annual HDD levels. The results are then individually copied into Attachment DIV 1-17-2, where they are compared to the total pipeline, storage, and supplemental

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resource capacities. In Attachment DIV 1-17-2, for each annual HDD level, the Company uses a daily dispatch model to determine the shortfall in each of the three resource types relative to the resources used in the reference case of the 40-year mean annual HDD. This result is provided on a monthly basis in Chart III-E-7 and annually in Chart III-E-8.

- c. Charts III-E-8 and III-E-9 incorrectly reference EDD (effective degree days). The EDD references in Charts III-E-8 and III-E-9 should be "HDD". The Company does not use EDD in its design standards or its forecasting in its Rhode Island service territories.

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Attachment Division 1-2-2

Please see the Excel version of Attachment Division 1-2-2

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Attachment Division 1-2-3

Please see the Excel version of Attachment Division 1-2-3

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Division 1-18

Request:

With respect to Chart III-E-9 in the March 30, 2018 LRP, please:

- a. Identify all resources that the Company includes in "Supplementals" for the purposes of the analysis presented in Chart III-E-9.
- b. Verify that the "*Peak Period Supply Cost*" of \$3.189 per MMBtu is the "Supply Cost" that is referenced in the parenthetical comment below the column in Chart III-E-9 labeled "Long-Haul Supply Cost."
- c. Document with workpapers, supporting analyses, and studies the Company's derivation of the referenced "*Peak Period Supply Cost*."
- d. Document and explain the manner in which the Company expects that its "Peak Period Supply Cost" will vary over the 2017/18 to 2026/27 forecast period as the Company's customer requirements and mix of available resources changes.

Response:

- a. The analysis in Chart III-E-9 considers the probability-weighted benefit of avoiding a resource shortfall to the cost of maintaining the level of seasonal resource required at each heating degree day (HDD) level. At the time of preparing this filing, only one resource was available to the Company: incremental pipeline capacity akin to the Algonquin Gas Transmission Algonquin Incremental Market (AIM) project with supply priced based on NYMEX.
- b. The column labeled "Long-Haul Supply Cost" consists of the following elements:
 - The annual "Long-Haul Capacity Cost" multiplied by the "Required Incremental Capacity", plus
 - The "Peak Period Supply Cost" multiplied by the "Required Incremental Winter Volume".

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- c. For this filing, the “Peak Period Supply Cost” is the average of the five monthly values for NYMEX from November 2016 through March 2017. See Figure 1 below.

Figure 1

NYMEX Settlement Prices (\$/MMBtu)												
(strip as of 1/23/2018)												
Source: https://business.directenergy.com/market-insights/nymex-settlement-history												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2002	-	-	-	-	-	-	-	2.976	3.288	3.686	4.126	4.140
2003	4.988	5.660	9.133	5.146	5.123	5.945	5.291	4.693	4.927	4.430	4.459	4.860
2004	6.150	5.775	5.150	5.365	5.935	6.680	6.141	6.048	5.082	5.723	7.626	7.976
2005	6.213	6.288	6.304	7.323	6.748	6.123	6.976	7.647	10.847	13.907	13.832	11.180
2006	11.431	8.400	7.112	7.233	7.198	5.925	5.887	7.042	6.816	4.201	7.153	8.318
2007	5.838	6.917	7.547	7.558	7.508	7.591	6.929	6.110	5.430	6.423	7.269	7.203
2008	7.172	7.996	8.930	9.578	11.280	11.916	13.105	9.217	8.394	7.472	6.469	6.888
2009	6.136	4.476	4.056	3.631	3.321	3.538	3.949	3.379	2.843	3.730	4.289	4.486
2010	5.814	5.274	4.816	3.842	4.271	4.155	4.717	4.774	3.651	3.837	3.292	4.267
2011	4.216	4.316	3.793	4.240	4.377	4.326	4.357	4.370	3.857	3.759	3.524	3.364
2012	3.084	2.678	2.446	2.191	2.036	2.429	2.774	3.010	2.634	3.023	3.471	3.696
2013	3.354	3.226	3.427	3.976	4.152	4.148	3.707	3.459	3.567	3.498	3.497	3.818
2014	4.407	5.557	4.855	4.584	4.795	4.619	4.400	3.808	3.957	3.984	3.728	4.282
2015	3.189	2.866	2.894	2.590	2.517	2.815	2.773	2.886	2.638	2.563	2.033	2.206
2016	2.327	2.189	1.711	1.903	1.995	1.963	2.917	2.672	2.853	2.952	2.764	3.232
2017	3.930	3.391	2.627	3.175	3.142	3.236	3.067	2.969	2.961	2.974	2.752	3.074
2018	2.738	-	-	-	-	-	-	-	-	-	-	-

- d. The Company expects that its “Peak Period Supply Cost” will vary over the 2017/18 to 2026/27 forecast period in conjunction with its NYMEX forecast. The need for the capacity and volume amounts reflect the dynamics of customers’ requirements at the time of preparation of this filing so as to set the Company’s design year standard. This standard, as well as the Company’s design day standard, are revisited every two years. In its design year standard analysis, the Company has, in the past, selected a high and a low cost alternative to reflect the mix of resources available to establish a reasonable range of solutions. In the current filing, only one alternative was available to the Company, so the Company only modeled the long-haul capacity contract with supply.

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Division 1-3

Request:

Please provide all calculations, workpapers, documentation and Excel files supporting the 2020-2021 firm sendout requirements identified in Exhibit 15, page 1.

Response:

Exhibit 15, page 1, identifies the firm sendout requirements for the periods 2022-2023 through 2026-2027 and does not include the period of 2020-2021. The Company interprets this question as intending to request the supporting documentation for the 2022-2023 firm sendout requirements, consistent with similar questions in prior Gas Long-Range Plans.

Accordingly, please see the Excel version of Attachment Division 1-3 wherein all calculations supporting the 2022-2023 firm sendout requirements are identified.

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Attachment Division 1-3

Please see the Excel version of Attachment Division 1-3

Division 1-4

Request:

Reference Exhibit 2 page 1. Please identify what is reflected in Columns 5 and 6 of the table and explain how the values were calculated. Also explain why deliveries to Dey St. cannot be nominated to Crary St.

Response:

Column 5 in Exhibit 2 shows the "Total Supply Deliveries Company & Marketers (Dth/hr)", which is the calculated maximum value that can be delivered to the respective station based on the Company's contracts with Algonquin and Tennessee and expected Marketer deliveries on behalf of Capacity Exempt and FT-1 (transport) customers.

Column 6 shows the "Total Firm Peak Hour Model Flow (Dth/hr)", which is generated from the hydraulic Synergi model based on the forecasted peak-day peak-hour load for each upcoming year. The model calculates these values based on the needs of the system geographically and what is hydraulically possible. These are estimates based on the model's prediction of flow from each station.

Deliveries to Dey St can be nominated to Crary St, however both Crary St and Dey St are both fed by the G lateral on Algonquin, and the total supply, referring to Column 5 in Exhibit 2, does not change. The contracted volume total at AGT meters is shown in Column 5 and may be delivered to those meters in numerous ways depending on nomination. The primary consideration is that in total there is enough supply (Column 5) to accommodate the customer demand (Column 6).

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Division 1-5

Request:

Reference page 20 of the Long-Range Plan. Please provide the NYMEX prices and basis curves dated June 7, 2022.

Response:

Please see Attachment Division 1-5 for the NYMEX prices and basis curves dated June 7, 2022.

SUPPLY AREA BASIS SUMMARY

Nov 2022 - Oct 2023

	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>
6/7/22 NYMEX	\$9.246	\$9.318	\$9.395	\$9.061	\$7.966	\$5.916	\$5.698	\$5.737	\$5.775	\$5.758	\$5.727	\$5.784
SUPPLY AREA	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Oct-23</u>
TENN Z4	(\$0.835)	(\$0.639)	(\$0.580)	(\$0.447)	(\$0.325)	(\$0.598)	(\$0.825)	(\$0.949)	(\$0.935)	(\$0.998)	(\$1.485)	(\$1.486)
NIAGARA	(\$0.480)	(\$0.490)	(\$0.480)	(\$0.095)	\$0.245	(\$0.575)	(\$0.572)	(\$0.574)	(\$0.574)	(\$0.572)	(\$0.574)	(\$0.574)
IROQUOIS RECEIPTS	\$0.074	\$3.632	\$8.943	\$8.847	\$1.412	(\$0.395)	(\$0.395)	(\$0.395)	(\$0.395)	(\$0.395)	(\$0.395)	(\$0.395)
TETCO M3	(\$0.545)	\$2.428	\$9.907	\$9.800	\$0.260	(\$0.812)	(\$1.140)	(\$1.220)	(\$1.067)	(\$1.258)	(\$1.495)	(\$1.445)
DRACUT	\$3.670	\$15.405	\$20.927	\$20.767	\$6.018	\$0.575	(\$0.498)	(\$0.555)	\$0.034	(\$0.168)	(\$0.880)	(\$0.730)
TCO	(\$1.030)	(\$0.850)	(\$0.683)	(\$0.627)	(\$0.612)	(\$0.865)	(\$1.058)	(\$1.080)	(\$1.173)	(\$1.278)	(\$1.347)	(\$1.512)
DAWN	(\$0.252)	(\$0.230)	(\$0.237)	\$0.053	\$0.442	(\$0.202)	(\$0.238)	(\$0.253)	(\$0.280)	(\$0.290)	(\$0.285)	(\$0.302)
TETCO M2	(\$1.330)	(\$1.022)	(\$0.857)	(\$0.705)	(\$0.645)	(\$1.110)	(\$1.368)	(\$1.425)	(\$1.405)	(\$1.525)	(\$1.945)	(\$1.910)
TRANSCO LEIDY	(\$1.340)	(\$1.138)	(\$0.983)	(\$0.875)	(\$0.778)	(\$1.150)	(\$1.390)	(\$1.427)	(\$1.440)	(\$1.500)	(\$1.903)	(\$1.898)
ALGONQUIN	\$4.365	\$15.658	\$20.887	\$20.840	\$6.720	\$0.320	(\$0.772)	(\$0.830)	(\$0.247)	(\$0.450)	(\$1.160)	(\$1.012)
TENN Z6	\$4.362	\$15.655	\$20.873	\$20.825	\$6.712	\$0.320	(\$0.772)	(\$0.830)	(\$0.247)	(\$0.450)	(\$1.163)	(\$1.012)
DOMINION SP	(\$1.280)	(\$1.100)	(\$1.011)	(\$0.850)	(\$0.760)	(\$1.090)	(\$1.315)	(\$1.325)	(\$1.355)	(\$1.455)	(\$1.849)	(\$1.886)
DOMINION NP	(\$1.434)	(\$1.255)	(\$1.167)	(\$1.005)	(\$0.915)	(\$1.180)	(\$1.408)	(\$1.416)	(\$1.447)	(\$1.545)	(\$1.939)	(\$1.978)
IROQUOIS Z1	\$0.234	\$3.792	\$9.103	\$9.007	\$1.572	(\$0.235)	(\$0.235)	(\$0.235)	(\$0.235)	(\$0.235)	(\$0.235)	(\$0.235)
LEIDY HUB	(\$1.227)	(\$1.020)	(\$0.998)	(\$0.763)	(\$0.763)	(\$1.157)	(\$3.422)	(\$3.378)	(\$1.378)	(\$1.502)	(\$1.892)	(\$1.893)
MILLENNIUM EAST POOL	(\$1.322)	(\$1.115)	(\$1.015)	(\$0.870)	(\$0.765)	(\$1.185)	(\$1.420)	(\$1.435)	(\$1.473)	(\$1.485)	(\$1.910)	(\$1.920)
TENN Z6 NORTH	\$4.362	\$15.655	\$20.873	\$20.825	\$6.712	\$0.320	(\$0.772)	(\$0.830)	(\$0.247)	(\$0.450)	(\$1.163)	(\$1.012)
Days per Month	30	31	31	28	31	30	31	30	31	31	30	31

Division 1-6

Request:

Please identify the probability of occurrence of the design day and design year utilized by the Company's affiliate Louisville Gas and Electric for gas supply planning purposes. Indicate whether design day and design year criteria have been approved by the Kentucky Commission.

Response:

The number of heating degree days ("HDDs") in the design year for Louisville Gas & Electric Company ("LG&E") is computed as the greater of (a) the maximum number of winter season HDDs that actually occurred over the last 50 years and (b) the 98th percentile from a normal distribution based on the winter season HDDs from 1961 to 2021. Because LG&E has significant amounts of underground storage, the winter is broken into half-month segments and a design day is computed for each segment. The number of HDDs in the design day for each segment is computed as the greater of (a) the maximum number of daily HDDs that actually occurred over the last 50 years and (b) the 98th percentile from a generalized extreme value distribution based on the maximum daily HDDs in each year since 1961. The probability of occurrence for LG&E's design year is approximately 1 in 50.

The Kentucky Public Service Commission does not require LG&E to submit its design day and design year criteria for approval.

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Division 1-7

Request:

Please provide up-to-date copies of the weather databases relied upon by the Company to select its design day and design year criteria in Excel format.

Response:

Refer to Attachment Division 1-7 for a copy of the Excel spreadsheet that contains daily heating degree days for T.F. Green Airport (KPVD) from January 1, 1971 through March 31, 2022.

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Attachment Division 1-7

Please see the Excel Worksheet of Attachment Division 1-7

Division 1-8

Request:

For the five coldest days during the winter of 2021-2022, please provide the following with projections based on the Company's design day model and actual independent variable values (e.g. temperatures). Include all regression equations relied upon to prepare the response and all supporting calculations in Excel format.

- a. Actual FT-1 capacity-eligible customer usage;
- b. Projected FT-1 capacity-eligible customer usage;
- c. Actual FT-1 capacity-exempt customer usage;
- d. Projected FT-1 capacity-exempt customer usage;
- e. Actual non-firm sales customers usage;
- f. Projected non-firm sales customers usage;
- g. Actual FT-2 customer usage;
- h. Projected FT-2 customer usage;
- i. Actual sales customer usage; and
- j. Projected sales customer usage.

Response:

(a) through (j)

For each annual gas load forecast, the Company prepares regression analyses of its total daily throughput, total daily capacity-eligible FT-1 volumes, total daily capacity-exempt FT-1 volumes, and total daily non-firm volumes for the most recent April through March period as springboards for its daily customer requirements forecast. Since Sales and FT-2 customers are presently monthly metered, the Company does not have actual Sales and FT-2 daily volumes separately. It can infer the sum of its daily Sales plus FT-2 volumes by subtracting the total daily capacity-eligible FT-1 volumes, total daily capacity-exempt FT-1 volumes, plus total daily non-firm volumes from its total daily throughput.

In the tables below, the Company presents the five coldest days of the 2021-22 winter, the observed HDD, and the backcasted versus actual volumes for the available customer groups. The backcasted values are predicted values based on the observed actual HDDs.

Division 1-8, page 2

Table 1: Backcasted vs. Actual capacity-eligible FT-1 Volume (Dth)

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Sat 15 Jan 2022	54	17,542	17,768
Sun 30 Jan 2022	52	18,176	16,997
Tue 11 Jan 2022	51	18,284	18,127
Sat 29 Jan 2022	51	17,058	15,977
Mon 14 Feb 2022	49	17,635	17,625

Table 2: Backcasted vs. Actual capacity-exempt FT-1 Volume (Dth)

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Sat 15 Jan 2022	54	23,906	22,578
Sun 30 Jan 2022	52	24,744	22,682
Tue 11 Jan 2022	51	24,727	23,083
Sat 29 Jan 2022	51	23,508	22,140
Mon 14 Feb 2022	49	23,991	24,393

Table 3: Backcasted vs. Actual Non-Firm Volume (Dth)

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Sat 15 Jan 2022	54	0	0
Sun 30 Jan 2022	52	0	4
Tue 11 Jan 2022	51	0	0
Sat 29 Jan 2022	51	0	273
Mon 14 Feb 2022	49	498	0

Table 4: Backcasted vs. Actual Sales Plus FT-2 Volume (Dth)

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Sat 15 Jan 2022	54	288,623	297,752
Sun 30 Jan 2022	52	290,734	272,897
Tue 11 Jan 2022	51	279,603	285,570
Sat 29 Jan 2022	51	278,793	279,952
Mon 14 Feb 2022	49	265,169	263,189

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Division 1-9

Request:

Reference Section 1V.C.8 (3) of the Long-Term Plan. Please explain the need to balance LNG supplies on an intraday and hourly basis.

Response:

LNG is utilized on an intraday and/or hourly basis in order to: (1) minimize imbalance tolerances on the upstream pipelines; (2) manage system pressures; and (3) respond to fluctuations in both nominations and weather.

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Division 1-10

Request:

Reference Exhibit 2. Please identify any capacity resources the Company has or will acquire to address the imbalances identified in the tables. Also, explain whether the imbalances are due to deliveries by marketers or the Company.

Response:

The Company is still evaluating any additional capacity resources and solutions that will be needed to address peak hour imbalances as identified in Exhibit 2. The volumes shown in the Exhibit include both marketer and Company supply and demand, therefore, the imbalances are attributed to both.

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Division 1-11

Request:

Reference Exhibit 2, page 1, and Exhibit 8. Please explain why the AGT delivery points on the two exhibits differ.

Response:

The AGT delivery points on the two exhibits are the same; the only difference is in the order in which the delivery points are listed. See the tables below, which “match” the AGT delivery points on the two exhibits.

<u>Exhibit 2</u>			<u>Exhibit 8</u>
Pipeline/LNG	Take Station	Meter No.	ALGONQUIN Delivery Points
AGT	Barrington	00064	Dey St. (#00004)
AGT	Warren	00012	Westerly (#00008)
AGT	Burrillville	00044	Wampanoag Trail [E. Prov] (#00010)
AGT	Crary St	00842	Portsmouth (#00013)
AGT	Dey St	00004	Tiverton (#00033)
AGT	Cumberland	00083	Burrillville (#00044)
AGT	Portsmouth	00013	Barrington (#00064)
AGT	Tiverton	00033	Bristol/Warren (#00012)
AGT	E Providence	00010	Cumberland (#00083)
AGT	Westerly	00008	Crary St. (#00842)
AGT	Montville	00059	Montville (#00059)[Yankee Gas]

Matching Exhibit 2 to Exhibit 8

<u>Exhibit 2</u>			<u>Exhibit 8</u>
Pipeline/LNG	Take Station	Meter No.	ALGONQUIN Delivery Points
AGT	Barrington	00064	Barrington (#00064)
AGT	Warren	00012	Bristol/Warren (#00012)
AGT	Burrillville	00044	Burrillville (#00044)
AGT	Crary St	00842	Crary St. (#00842)
AGT	Dey St	00004	Dey St. (#00004)
AGT	Cumberland	00083	Cumberland (#00083)
AGT	Portsmouth	00013	Portsmouth (#00013)
AGT	Tiverton	00033	Tiverton (#00033)
AGT	E Providence	00010	Wampanoag Trail [E. Prov] (#00010)
AGT	Westerly	00008	Westerly (#00008)
AGT	Montville	00059	Montville (#00059)[Yankee Gas]

Division 1-12

Request:

Reference Exhibit 13:

- a. Please identify the rates for each that were utilized for each contract to develop the Long-Term Plan as well as the applicable monthly demand billing determinants;
- b. Please identify those FT contracts that could be assigned to choice suppliers/customers. If a contract cannot be assigned, please explain why it cannot be assigned;
- c. Please identify those contracts which are currently assigned to choice suppliers/customers on a pro-rata basis. If a contract is not currently assigned to choice suppliers/customers on a pro-rata basis, please explain why it is not assigned; and
- d. Please provide a schedule calculating the weighted average cost of demand per Dth for the Company's firm transportation paths on a delivered to citygate basis (including no-notice services) for those paths utilizing the contracts identified in subpart (b) and for those paths for the contracts identified in subpart (c). Include all supporting calculations in Excel format.

Response:

- a. Please see the Attachment Division 1-12-1 for the demand rates (in place as of June 1st) used for each transportation segment and storage field in Exhibit 13.
- b. Please see Exhibit 22, which was filed in the Company's Long Range Plan (Docket No. 22-06-NG) which illustrates the proposed capacity releases to Customer Choice suppliers for the upcoming gas year along with the firm transportation contracts which they will be assigned.

As part of the Customer Choice program, the Company's seeks to minimize the volume of capacity releases, and aggregates like contracts and releases one of each set of common contracts. The aggregation of similar contracts provides Marketers access to the same assets as the Company without the burden of multiple like contracts.

The Company does not release storage assets because they are needed for balancing the overall system. The Company does allocate these assets to Marketers and allows them to call upon these assets at the citygate as needed to meet requirements.

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Division 1-12, page 2

Please also see Attachment Division 1-12-2, which illustrates which contracts the Company holds that are considered managed capacity. Those paths are Niagara, Dawn via Waddington, Transco and EGTS.

- c. Please see Exhibit 22 filed in the Company's Long-Range Plan (Docket 22-06-NG) as well as the response to part b above.
- d. Please see Attachment Division 1-12-3.

RHODE ISLAND ENERGY- RHODE ISLAND ASSETS
Transportation Contracts

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Demand Rate
Narragansett Electric Co.	Algonquin	TBD	AFT-1H	5,000	1,825,000	10/31/2023	No	Part-284 transportation service (365-day) used to transport gas from Salem Essex, MA (5,000 MMBtu) to Rhode Island Energy - Dey St (5,000 MMBtu).	\$ 9.405
Narragansett Electric Co.	Algonquin	9001	AFT1FT3	11,063	4,037,995	12/31/2023	Yes	Part-284 transportation service (365-day) used to transport gas from the Columbia interconnect at Hanover, NJ (11,063 MMBtu) to Rhode Island Energy - Dey St (11,063 MMBtu).	\$ 8.736
Narragansett Electric Co.	Algonquin	90106	AFT-14	19,465	7,104,725	10/31/2023	Yes	Part-284 transportation service (365-day) used to transport gas from the Columbia interconnect at Hanover, NJ (12,808 MMBtu), TETCO interconnect at Lamberville (6,585 MMBtu) and Transco interconnect at Centerville (72 MMBtu) to Rhode Island Energy - Dey St (9,223 MMBtu), Rhode Island Energy - Tiverton (598 MMBtu), Rhode Island Energy - Westerly (474 MMBtu), Rhode Island Energy - E. Providence (4,092 MMBtu), and Rhode Island Energy - Portsmouth (5,078 MMBtu).	\$ 8.593
Narragansett Electric Co.	Algonquin	90107	AFT-1W	26,129	3,945,479	10/31/2023	Yes	Part-284 service with a seasonally adjusted MDQ of (26,129 MMBtu), used to transport gas from the Columbia interconnect at Hanover, NJ (18,674 MMBtu) or Ramapo, NY (7,455 MMBtu) to Rhode Island Energy - Dey St (19,514 MMBtu) and Rhode Island Energy - E. Providence (6,615 MMBtu).	\$ 8.593
Narragansett Electric Co.	Algonquin	933005	AFT-1P	2,061	752,265	3/31/2024	Yes	Part-284 transportation service (365-day) used to transport gas from the TETCO interconnect at Lamberville, NJ (2,061 MMBtu) to Rhode Island Energy - Cumberland (1,000 MMBtu), Rhode Island Energy - Westerly (248 MMBtu), and Rhode Island Energy - Warren (813 MMBtu).	\$ 8.563
Narragansett Electric Co.	Algonquin	93001ESC	AFT-ES1	2,384	771,904	10/31/2023	Yes	Part-284 NO NOTICE service with a seasonally adjusted MDQ of (2,384 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ (1,377 MMBtu) and Hanover, NJ (1,007 MMBtu) to Rhode Island Energy - Warren (2,384 MMBtu).	\$ 3.437
Narragansett Electric Co.	Algonquin	93011E	AFT-E1	56035	19,446,885	10/31/2023	Yes	Part-284 NO NOTICE service with a seasonally adjusted MDQ of (56,035 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ (34,668 MMBtu) and Hanover, NJ (21,367 MMBtu) to Rhode Island Energy - Dey St (25,137 MMBtu), Rhode Island Energy - Westerly (1,221 MMBtu), Rhode Island Energy - E. Providence (48,147 MMBtu), Rhode Island Energy - Warren (4,173 MMBtu), Rhode Island Energy - Portsmouth (6,504 MMBtu), and Rhode Island Energy - Tiverton (163 MMBtu).	\$ 8.593
Narragansett Electric Co.	Algonquin	93401S	AFT-1S4	335	122,275	10/31/2023	Yes	Part-284 transportation service (365-day) used to transport gas from the TETCO interconnect at Lambertville, NJ (335 MMBtu) to Rhode Island Energy - Warren (335 MMBtu).	\$ 3.437
Narragansett Electric Co.	Algonquin	96004SC	AFT-1S3	1,695	618,675	10/31/2023	Yes	Part-284 firm transportation service (365-day) used to transport gas from the TETCO interconnect at Lambertville, NJ (537 MMBtu) and Centerville, NJ (1,158 MMBtu) to Rhode Island Energy - Warren (1,695 MMBtu).	\$ 3.437
Narragansett Electric Co.	Algonquin	9B105	AFT-1B	8539	1,813,145	10/31/2023	Yes	Part-284 service with a seasonally adjusted MDQ of (8,539 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ to Rhode Island Energy - Dey St (4,258 MMBtu), Rhode Island Energy - Portsmouth (4,202 MMBtu) and Rhode Island Energy - Westerly (79 MMBtu).	\$ 8.593
Narragansett Electric Co.	Algonquin	9S100S	AFT-1SX	187	39,737	10/31/2023	Yes	Part-284 service with a seasonally adjusted MDQ of (187 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ to Rhode Island Energy - Warren (187 MMBtu).	\$ 3.437
Narragansett Electric Co.	Algonquin	9W009E	AFT-EW	6,812	1,446,384	10/31/2023	Yes	Part-284 NO NOTICE service with a seasonally adjusted MDQ of (6,812 MMBtu), used to transport gas from the TETCO interconnect at Hanover, NJ (4,222 MMBtu) and Lamberville, NJ (2,590 MMBtu) to Rhode Island Energy - Dey St (6,234 MMBtu), Rhode Island Energy - Westerly (273 MMBtu), and Rhode Island Energy - Portsmouth (305 MMBtu).	\$ 8.593
Narragansett Electric Co.	Algonquin	510801	AFT1AIM	18,000	6,570,000	1/6/2032	No	Part-284 transportation service used to transport gas from Ramapo, NY (18,000 MMBtu) to Rhode Island Energy - Westerly (500 MMBtu), Rhode Island Energy - Warren (6,000 MMBtu), Rhode Island Energy - Portsmouth (6,000 MMBtu), Rhode Island Energy - Tiverton (500 MMBtu), and Yankee Gas - Montville (5,000 MMBtu).	\$ 41.786

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently in Evergreen	Notes	Demand Rate
Narragansett Electric Co.	Algonquin	510985	AFTCLMS	96,000	35,040,000	7/16/2032	No	Part-284 transportation service used to transport gas from Manchester Street Lateral on the G-12 System (Meter No. 80070) to Rhode Island Energy - Crary Street-Providence, RI (96,000 MMBtu).	\$ 2.738
Narragansett Electric Co.	Columbia	31523	FTS	10,000	3,650,000	10/31/2025	No	Part-284 transportation service used to transport gas from Broad Run-19 (10,000 MMBtu) to Columbia interconnect at Hanover, NJ (10,000 MMBtu).	\$ 9.853
Narragansett Electric Co.	Columbia	31524	FTS	30,000	10,950,000	10/31/2025	No	Part-284 transportation service used to transport gas from Maumee-1 (30,000 MMBtu) to Columbia interconnect at Hanover, NJ (30,000 MMBtu).	\$ 9.853
Narragansett Electric Co.	Columbia	9631	SST	2545	695,966	4/1/2040	No	Part-284 transportation service used to transport gas from RP Storage Point TCO-FSS #9630 (2,545 MMBtu) to Columbia interconnect at Hanover, NJ (2,545 MMBtu). MDQ Seasonally adjusted to be 1,272 MDQ from Apr - Sep.	\$ 9.734
Narragansett Electric Co.	Eastern	100118	FTNN	537	196,005	3/31/2027	No	Part-284 transportation service used to transport gas from the TETCO interconnect at Oakford (537 MMBtu) or Dominion South Point (537 MMBtu) to the Leidy Group Meter (537 MMBtu).	\$ 7.006
Narragansett Electric Co.	Eastern	700086	FTGSS	2,061	311,211	3/31/2027	No	Transportation contract used to transport gas from EGTS-GSS #300169 (2,061MMBtu) to the TETCO interconnect at Chambersburg, PA (2,061 MMBtu).	\$ 7.006
Narragansett Electric Co.	Eastern	700087	FTGSS	5,324	803,924	3/31/2025	No	Transportation contract used to transport gas from EGTS-GSS #300170 (5,324MMBtu) to Ellisburg, PA (5,324 MMBtu).	\$ 7.006
Narragansett Electric Co.	Iroquois	50001	RTS-1	1,012	369,380	11/1/2027	No	Transportation contract used to transport gas from Waddington (1,012 MMBtu) to the IGTS interconnect with TGP at Wright, NY.	\$ 5.236
Narragansett Electric Co.	Millennium	210165	FT-1	9,000	3,285,000	3/31/2034	No	Transportation service used to transport gas from Corning, NY to the interconnect with Algonquin Gas Transmission at Ramapo, NY (9,000 MMBtu).	\$ 19.768
Narragansett Electric Co.	PNGTS	233317	FT	29,000	10,585,000	10/31/2040	No	Transportation service used to transport gas from East Hereford to the interconnect with Tennessee Gas Pipeline at Dracut (29,000 MMBtu).	\$ 22.794
Narragansett Electric Co.	Tennessee	10807	FT-A	10,836	3,955,140	3/31/2027	No	Transportation service used to transport gas from Ellisburg (6,581 MMBtu) and Nothern Storage (4,255 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (10,836 MMBtu).	\$ 7.013
Narragansett Electric Co.	Tennessee	39173	FT-A	1,067	389,455	10/31/2024	No	Transportation service (365-day) used to transport gas from Niagara River (1,067 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (1,067 MMBtu).	\$ 6.164
Narragansett Electric Co.	Tennessee	1597	FT-A	29,335	10,707,275	10/31/2024	No	Transportation service used to transport gas from Zn1 800 Leg (6,160 MMBtu), Zn1 500 Leg (13,091 MMBtu), Zn0 100 Leg (9,522 MMBtu), and Zn1 100 Leg (562 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (14,335 MMBtu), Cranston (10,000 MMBtu), and Smithfield (5,000 MMBtu).	\$ 18.417
Narragansett Electric Co.	Tennessee	62930	FT-A	15,000	5,475,000	8/31/2027	No	Transportation service used to transport gas from the interconnect at Dracut (15,000 MMBtu) to Rhode Island Energy city gate - Cranston (9,000) and Rhode Island Energy city gate - Pawtucket, RI (6,000 MMBtu).	\$ 4.097
Narragansett Electric Co.	Tennessee	64025	FT-A	5,220	1,905,300	10/31/2027	No	TGP ConneXion - Transportation service used to transport gas from Tx Zone 0 (5,220 MMBtu) to Rhode Island Energy city gates at Lincoln, RI (2,610 MMBtu) and Smithfield, RI (2,610). If volumes transported to points other than primary points as listed on the contract, maximum commodity rate per TGP's tariff apply.	\$ 22.785
Narragansett Electric Co.	Tennessee	64026	FT-A	6,380	2,328,700	10/31/2027	No	TGP ConneXion - Transportation service used to transport gas from Tx Zone 0 (6,380 MMBtu) to Rhode Island Energy city gates at Lincoln, RI (3,190 MMBtu) and Smithfield, RI (3,190). If volumes transported to points other than primary points as listed on the contract, maximum commodity rate per TGP's tariff apply.	\$ 22.785
Narragansett Electric Co.	Tennessee	95345	FT-A	1,000	365,000	10/31/2027	No	Transportation service used to transport gas from interconnect at Wright, NY (1,000 MMBtu) to Rhode Island Energy city gates at Lincoln (1,000 MMBtu).	\$ 6.164
Narragansett Electric Co.	Tennessee	330580	FT-A	24,000	8,760,000	10/31/2038	No	Transportation service used to transport gas from the interconnects at Dracut (14,000 MMBtu) and at Distrigas (10,000 MMBtu) to Rhode Island Energy city gate - Lincoln (24,000).	\$ 4.097
Narragansett Electric Co.	Tennessee	330581	FT-A	15,000	5,475,000	10/31/2038	No	Transportation service used to transport gas from the interconnect at Distrigas (15,000 MMBtu) to Rhode Island Energy city gate - Cranston (15,000).	\$ 4.097
Narragansett Electric Co.	Tennessee	349449	FT-A	20,000	7,300,000	10/31/2025	No	Transportation service used to transport gas from the interconnect at Dracut (20,000 MMBtu) to Rhode Island Energy city gate - Cranston (20,000).	\$ 4.097
Narragansett Electric Co.	Texas Eastern	330844	FTS	6377	2,327,605	10/31/2023	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (6,377 MMBtu) to interconnect with AGT at Lambertville, NJ or Hanover, NJ (6,377 MMBtu).	\$ 6.785

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Demand Rate
Narragansett Electric Co.	Texas Eastern	330845	FTS	537	196,005	10/31/2023	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (537 MMBtu) to interconnect with AGT at Lambertville, NJ or Hanover, NJ (537 MMBtu).	\$ 6.785
Narragansett Electric Co.	Texas Eastern	330867	FTS-5	813	296,745	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (813 MMBtu) to Lambertville, NJ (813 MMBtu).	\$ 7.482
Narragansett Electric Co.	Texas Eastern	330870	FTS-5	1,000	365,000	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (1,000 MMBtu) to Lambertville, NJ (1,000 MMBtu).	\$ 7.482
Narragansett Electric Co.	Texas Eastern	330907	FTS-5	248	90,520	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (248 MMBtu) to Lambertville, NJ (248 MMBtu).	\$ 7.482
Narragansett Electric Co.	Texas Eastern	331722	FTS-7	538	196,370	3/31/2024	Yes	Part- 157 (7C) transportation service used to transport gas from Oakford, PA (538 MMBtu) to either interconnects at Lambertville or Hanover, NJ (538 MMBtu).	\$ 9.199
Narragansett Electric Co.	Texas Eastern	331801	FTS-8	79	28,835	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (38 MMBtu) to either interconnects at Lambertville or Hanover, NJ. In addition, Oakford, PA (41 MMBtu) to either interconnects at Lambertville or Hanover, NJ.	\$ 8.773
Narragansett Electric Co.	Texas Eastern	331802	FTS-8	187	68,255	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (89 MMBtu) to either interconnects at Lambertville or Hanover, NJ. In addition, Oakford, PA (98 MMBtu) to either interconnects at Lambertville or Hanover, NJ.	\$ 8.773
Narragansett Electric Co.	Texas Eastern	331819	FTS-8	4,745	1,731,925	3/31/2024	Yes	Part- 157 (7C) transportation service used to transport gas from Oakford, PA (4,745 MMBtu) to either interconnects at Lambertville or Hanover, NJ (4,745 MMBtu).	\$ 8.773
Narragansett Electric Co.	Texas Eastern	800156	SCT	2,099	766,135	10/31/2023	Yes	Part-284 transportation contract used to transport gas from the access areas at STX (585 MMBtu oper. entitle.), ETX (392 MMBtu oper. entitle.), WLA (900 MMBtu oper. entitle.), and ELA (1,504 MMBtu oper. entitle.) to the TETCO interconnect with AGT at Lambertville, NJ (2,099 MMBtu).	\$ 8.717
Narragansett Electric Co.	Texas Eastern	800303	CDS	45934	16,765,910	10/31/2023	Yes	Part-284 transportation contract used to transport gas from the access areas at STX (14,193 MMBtu oper. entitle.), ETX (9,523 MMBtu oper. entitle.), WLA (21,846 MMBtu oper. entitle.), and ELA (31,460 MMBtu oper. entitle.) to the TETCO interconnect with AGT at Lambertville, NJ (45,934 MMBtu) or Hanover, NJ (18,656 MMBtu) or Zone M3 Storage Point (6,665 MMBtu).	\$ 21.724
Narragansett Electric Co.	Texas Eastern	800440	CDS	944	344,560	10/31/2023	Yes	Part-284 transportation contract used to transport gas from TETCO FSS-1 #400515 to the TETCO interconnects at Lambertville, NJ (405 MMBtu) and Hanover, NJ (539 MMBtu).	\$ 12.337
Narragansett Electric Co.	TransCanada	42386	FT	1,012	369,380	10/31/2026	No	Transportation service used to transport gas from the Enbridge Gas interconnect at Parkway to the interconnect with Iroquois Gas Transmission at Waddington (1,012 MMBtu).	\$ 10.492
Narragansett Electric Co.	TransCanada	64273	FT	29,058	10,606,170	10/31/2040	No	Transportation service used to transport gas from the Enbridge Gas interconnect at Parkway to the interconnect with Portland Natural Gas Transmission System at East Hereford (29,058 MMBtu).	\$ 17.517
Narragansett Electric Co.	Transco	9081767	FT	1,240	452,600	3/31/2023	Yes	Part-284 transportation service used to transport gas from Transco Leidy (1,240 MMBtu) to the Algonquin interconnect at Centerville, NJ (1,240 MMBtu).	\$ 3.896
Narragansett Electric Co.	Enbridge	M12164	M12	1,025	374,125	10/31/2023	No	Transportation service used to transport gas from Dawn, Ontario to the interconnect with TransCanada Pipeline at Parkway (1,025 MMBtu).	\$ 3.077
Narragansett Electric Co.	Enbridge	M12274	M12	29,056	10,605,440	10/31/2040	No	Transportation service used to transport gas from Dawn, Ontario to the interconnect with TransCanada Pipeline at Parkway (29,056 MMBtu).	\$ 3.077

RHODE ISLAND ENERGY - RHODE ISLAND ASSETS
Storage Contracts

Shipper	Pipeline Company	Contract No.	Rate Schedule	MDWQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Reservation Rate	Capacity Rate
Narragansett Electric	Columbia	9630	FSS	2,545	203,957	4/1/2040	No	Part-284 storage service that provides storage capacity with an injection rate of 2,545 MMBtu/day.	\$ 2.5920	\$ 0.0467
Narragansett Electric	Eastern	300168	GSS	1,401	154,050	3/31/2025	No	Part-284 storage service that provides storage capacity with an injection rate of 856 MMBtu/day.	\$ 3.2548	\$ 0.0318
Narragansett Electric	Eastern	300169	GSS	2,061	206,100	3/31/2027	No	Part-284 storage service that provides storage capacity with an injection rate of 1,145 MMBtu/day.	\$ 3.2548	\$ 0.0318
Narragansett Electric	Eastern	300170	GSS	5,324	490,340	3/31/2025	No	Part-284 storage service that provides storage capacity with an injection rate of 2,724 MMBtu/day.	\$ 3.2548	\$ 0.0318
Narragansett Electric	Eastern	300171	GSS	2,617	188,814	3/31/2027	No	Part-284 storage service that provides storage capacity with an injection rate of 1,049 MMBtu/day.	\$ 3.2548	\$ 0.0318
Narragansett Electric	Eastern	600045	GSS-TE	14,337	1,376,324	3/31/2027	No	Part-157 (7C) storage service that provides storage capacity with an injection rate of 7,647 MMBtu/day.	\$ 3.2548	\$ 0.0318
Narragansett Electric	Tennessee	501	FSMA	10,920	605,343	10/31/2025	No	Storage service that provides storage capacity at an injection rate of 4,036 MMBtu/day.	\$ 1.2801	\$ 0.0175
Narragansett Electric	Tennessee	62918	FSMA	10,249	210,000	10/31/2025	No	Storage service that provides storage capacity at an injection rate of 1,400 MMBtu/day.	\$ 1.2801	\$ 0.0175
Narragansett Electric	Texas Eastern	400185	SS-1	665	51,990	4/30/2024	Yes	Part-284 storage service that provides storage capacity with an injection rate of 267 MMBtu/day. [from Oakford and Leidy storage fields to interconnect at Lambertville, NJ (349 MMBtu) and interconnect at Hanover, NJ (506 MMBtu).]	\$ 9.6340	\$ 0.4599
Narragansett Electric	Texas Eastern	400221	SS-1	14,137	1,188,033	4/30/2024	Yes	Part-284 storage service that provides storage capacity with an injection rate of 6,107 MMBtu/day. [from Oakford and Leidy storage fields to interconnect at Lambertville, NJ (8,017 MMBtu) and interconnect at Hanover, NJ (11,515 MMBtu).]	\$ 9.6340	\$ 0.4599
Narragansett Electric	Texas Eastern	400515	FSS-1	944	56,640	4/30/2024	Yes	Part-284 storage service that provides storage capacity with an injection rate of 291 MMBtu/day.	\$ 2.7570	\$ 0.4599

**Rhode Island Energy
Customer Choice Capacity Allocation
2022/23**

Paths	Peak Day City Gate MDQ (Dth/day)	City Gate Contracts	Upstream	Percent of Portfolio
TGP Long Haul	29,335	TGP 1597		7.0%
TGP ConneXion	11,600	TGP 64025, TGP 64026		2.8%
Dawn via PNGTS	29,000	TGP 62930, TGP 330580	Enbridge M12274, TCPL 60659, TCPL 58577, PNGTS 210203	6.9%
AIM	18,000	AGT 510801	MPL 214129	4.3%
TETCO CDS Long Haul	45,934	AGT 93011E	TETCO 800303	11.0%
TCO Appalachia	40,000	AGT 90107, AGT 90106, AGT 9001	TCO 31524, TCO 31523	9.6%
AGT M3	18,099	AGT 93011E, AGT 90106, AGT 93401S, AGT 90107, AGT 9001		4.3%
Dracut	20,000	TGP 349449		4.8%
TETCO SCT Long Haul	2,099	AGT 93001ESC	TETCO 800156	0.5%
Niagara	1,067	TGP 39173		0.3%
Dawn via Waddington	1,000	TGP 95345	Enbridge M12164, TCPL 42386, IGTS 50001	0.2%
Transco	1,240	AGT 90106, AGT 96004SC	Transco 9081767	0.3%
EGTS	537	AGT 96004SC		0.1%
	217,911			52.1%
Storage	37,357	TGP 10807, AGT 9W009E, AGT 9B105, AGT 933005, AGT 90106, AGT 9B105, AGT 9S100S		8.9%
	37,357			8.9%
Peaking	163,100	TGP 330581; TGP 330580; NGLNG; Exeter; DOMAC; Beverly		39.0%
	163,100			39.0%
TOTAL	418,368			100.0%

Capacity Allocations

Resource Type	High Load Factor	Low Load Factor
Pipeline	TBD	TBD
Storage	TBD	TBD
Peaking	TBD	TBD
TOTAL:	0.00%	0.00%

Proposed Capacity Resources effective November 1, 2022:

Resource	Pipeline Company	Rate Schedule	Contract #	Peak MDQ/ MDWQ	Storage MSQ	Rate \$/Dth/Month Demand	Storage Capacity	Cost Per Month	Termination Date	LDC Managed
Pipeline										
	TGP	FT-A	1597	29,335		\$18.4172		\$540,269	10/31/2024	
	TGP	FT-A	64026	11,600		\$22.7853		\$264,309	10/31/2027	
	Enbridge	M12	M12274	29,056		\$3.0772		\$89,412	10/31/2040	
	TransCanada	FT	64273	29,056		\$17.5173		\$508,981	10/31/2040	
	PNGTS	FT	233317	29,000		\$22.7943		\$661,033	10/31/2040	
	TGP	FT-A	62930	29,000		\$4.0968		\$118,807	8/31/2027	
	MPL	FT-1	210165	9,000		\$19.7678		\$177,910	3/31/2034	
	AGT	AFT1AIM	510801	18,000		\$41.7862		\$752,152	1/6/2032	
	Tetco	CDS	800303	45,934		\$21.7240		\$997,870	10/31/2023	
	AGT	AFT-E1	93011E	45,934		\$8.5927		\$394,697	10/31/2023	
	AGT	AFTCLMS	510985	45,934		\$2.7375		\$125,744	7/16/2032	
	TCO	FTS	31524	40,000		\$9.8530		\$394,120	10/31/2025	
	AGT	AFT-14	90106	40,000		\$8.5927		\$343,708	10/31/2023	
	AGT	AFTCLMS	510985	40,000		\$2.7375		\$109,500	7/16/2032	
	AGT	AFT-E1	93011E	10,650		\$8.5927		\$91,512	10/31/2023	
	AGT	AFT-1W	90107	7,450		\$8.5927		\$64,016	10/31/2023	
	AGT	AFTCLMS	510985	18,099		\$2.7375		\$49,546	7/16/2032	
	TGP	FT-A	62930	20,000		\$4.0968		\$81,936	8/31/2027	
	Tetco	SCT	800156	2,099		\$8.7170		\$18,297	10/31/2023	
	AGT	AFT-ES1	93001ESC	2,099		\$3.4371		\$7,214	10/31/2023	
	AGT	AFTCLMS	510985	2,099		\$2.7375		\$5,746	7/16/2032	
	TGP	FT-A	39173	1,067		\$6.1635		\$6,576	10/31/2024	x
	Enbridge	M12	M12164	1,025		\$3.0772		\$3,154	10/31/2023	x
	TCPL	FT-A	42386	1,012		\$10.4916		\$10,617	10/31/2026	x
	Iroquois	RTS-1	50001	1,012		\$5.2357		\$5,299	11/1/2027	x
	TGP	FT-A	95345	1,000		\$6.1635		\$6,164	10/31/2027	x
	Transco	FT	9081767	1,240		\$3.8964		\$4,832	3/31/2023	x
	AGT	AFT	96004SC	1,695		\$3.4371		\$5,826	10/31/2023	x
	EGTS	FTNN	100118	537		\$7.0058		\$3,762	3/31/2027	x
	Tetco	FTS	330845	537		\$6.7850		\$3,644	10/31/2023	x
	AGT	AFT	96004SC	1,695		\$3.4371		\$5,826	10/31/2023	x
Storage										
	Columbia	FSS	9630	2,545	203,957	\$2.5920	\$0.0467	\$16,121	4/1/2040	x
	EGTS	GSS	300168	1,401	154,050	\$3.2548	\$0.0318	\$9,459	3/31/2025	x
	EGTS	GSS	300169	2,061	206,100	\$3.2548	\$0.0318	\$13,262	3/31/2027	x
	EGTS	GSS	300170	5,324	490,340	\$3.2548	\$0.0318	\$32,921	3/31/2025	x
	EGTS	GSS	300171	2,617	188,814	\$3.2548	\$0.0318	\$14,522	3/31/2027	x
	EGTS	GSS-TE	600045	14,337	1,376,324	\$3.2548	\$0.0318	\$90,431	3/31/2027	x
	TGP	FSMA	501	10,920	605,343	\$1.2801	\$0.0175	\$24,572	10/31/2025	x
	TGP	FSMA	62918	10,249	210,000	\$1.2801	\$0.0175	\$16,795	10/31/2025	x
	Texas Eastern	SS-1	400185	665	51,990	\$9.6340	\$0.4599	\$30,317	4/30/2024	x
	Texas Eastern	SS-1	400221	14,137	1,188,033	\$9.6340	\$0.4599	\$682,572	4/30/2024	x
	Texas Eastern	FSS-1	400515	944	56,640	\$2.7570	\$0.4599	\$28,651	4/30/2024	x
Peaking										
	NGLNG	FST-LG	LNG003	95,000	600,000		\$0.4842	\$290,520	10/31/2023	x
	AGT	AFT-1H	TBD	5,000		\$9.4048		\$47,024	10/31/2023	x
	TGP	FT-A	330580	10,000		\$4.0968		\$40,968	10/31/2038	x
	TGP	FT-A	330581	15,000		\$4.0968		\$61,452	10/31/2038	x

Note: All capacity will be released at maximum tariff rates unless a discount has been negotiated. Above rates are maximum tariff rates effective 6/1/2022. Discounted/Negotiated rates are bolded. Because rates can change, please refer to the applicable pipeline tariff for current rates.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Redacted
Division 1-13

Request:

Reference Exhibit 13. Please provide similar information for all other capacity or gas supply resource contracts that will be in effect during the period November 2022 through October 2023 with costs that will be recovered through the GCR (excluding gas supply contracts that do not include demand charges). Identify the applicable monthly billing determinants, rates, and costs associated with each contract.

Response:

Under contract currently, the Company has two summer LNG refill deals which will be in effect through November 2022 and the Algonquin Citygate deal with Constellation for 14,100 Dths. The first summer refill deal is with UGI for a total supply of 100,000 Dth from April 2022 through November 2022. The demand rate is \$ [REDACTED], resulting in a total demand fee for the summer of \$ [REDACTED] * 100,000 Dth, totaling \$ [REDACTED]. The second summer refill deal is with GazMetro for a total supply of 68,000 Dth from April 2022 through November 2022. The demand rate is \$ [REDACTED], resulting in a total demand fee for the summer of \$ [REDACTED] * 68,000 Dth, totaling \$ [REDACTED]. The Algonquin Citygate deal with Constellation for 14,100 Dths is for a total annual contract quantity of 507,600 Dths from December 2022 through March 2023 with a total demand fee of \$ [REDACTED] for the winter season.

The Company also has two liquefaction agreements expected for the Summer 2023 refill season. The NGLNG liquefaction agreement is expected to start in November 2022 for use beginning in Summer 2023. The expected demand rate for this service is \$ [REDACTED] Dth with an MDQ of 2,616 Dths for a total monthly fee of \$ [REDACTED]. The Northeast Energy Center is also expected for use beginning in summer 2023. The expected demand rate for this service is \$ [REDACTED] Dth with an MDQ of 1,780 Dths for a total monthly fee of \$ [REDACTED].

This response contains commercially sensitive and confidential pricing information. The Company has, therefore, provided a redacted version of this response and an unredacted confidential version subject to a Motion for Protective Treatment.

Division 1-14

Request:

Reference Exhibit 13, Exhibit 15 (page 1), and Exhibit 16 (page 1). Please reconcile the contract quantities identified in Exhibit 13 with the resource quantities identified in Exhibits 15 and 16.

Response:

Please see Attachment Division 1-14 for a mapping of the categories on Exhibits 15 and 16 with Exhibit 13 assets. Please note that the volumes in Exhibits 15 and 16 represents gas purchase volumes at the point of receipt, which includes any necessary fuel to transport gas to the point of delivery (city gate or storage field). Exhibit 13 includes every transportation contract in the Company's portfolio; many of these contracts are part of multi-leg contract paths. The Company has identified, in the last column, which of these transportation contracts deliver to the city gate and which are upstream contracts. In the case of multi-leg paths, the volumes on Exhibits 15 and 16 represent the amount of gas that is procured to supply each path within the SENDOUT model and cannot be compared to the sum of the Maximum Daily Quantities in Exhibit 13 for each path because Exhibit 13 includes both upstream and city gate contracts.

The long-term supply agreement found in Section **IV.C.4. Long-Term Supply Agreements** are included at the bottom of Attachment Division 1-14. The attachment does not include the Company's on-system LNG assets (i.e., Exeter, Cumberland, and Portsmouth).

RHODE ISLAND ENERGY - RHODE ISLAND ASSETS
Transportation Contracts

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Algonquin	TBD	AFT-1H	5,000	1,825,000	10/31/2023	No	Part-284 transportation service (365-day) used to transport gas from Salem Essex, MA (5,000 MMBtu) to Rhode Island Energy - Dey St (5,000 MMBtu).	Beverly	City Gate
Narragansett Electric Co.	Algonquin	9001	AFT1FT3	11,063	4,037,995	12/31/2023	Yes	Part-284 transportation service (365-day) used to transport gas from the Columbia interconnect at Hanover, NJ (11,063 MMBtu) to Rhode Island Energy - Dey St (11,063 MMBtu).	TCO Appalachia	City Gate
Narragansett Electric Co.	Algonquin	90106	AFT-14	19,465	7,104,725	10/31/2023	Yes	Part-284 transportation service (365-day) used to transport gas from the Columbia interconnect at Hanover, NJ (12,808 MMBtu), TETCO interconnect at Lambertville (6,585 MMBtu) and Transco interconnect at Centerville (72 MMBtu) to Rhode Island Energy - Dey St (9,223 MMBtu), Rhode Island Energy - Tiverton (598 MMBtu), Rhode Island Energy - Westerly (474 MMBtu), Rhode Island Energy - E. Providence (4,092 MMBtu), and Rhode Island Energy - Portsmouth (5,078 MMBtu).	Transco Leidy / TCO Appalachia / TET/AGT Storage	City Gate
Narragansett Electric Co.	Algonquin	90107	AFT-1W	26,129	3,945,479	10/31/2023	Yes	Part-284 service with a seasonally adjusted MDQ of (26,129 MMBtu), used to transport gas from the Columbia interconnect at Hanover, NJ (18,674 MMBtu) or Ramapo, NY (7,455 MMBtu) to Rhode Island Energy - Dey St (19,514 MMBtu) and Rhode Island Energy - E. Providence (6,615 MMBtu).	TCO Appalachia	City Gate
Narragansett Electric Co.	Algonquin	933005	AFT-1P	2,061	752,265	3/31/2024	Yes	Part-284 transportation service (365-day) used to transport gas from the TETCO interconnect at Lambertville, NJ (2,061 MMBtu) to Rhode Island Energy - Cumberland (1,000 MMBtu), Rhode Island Energy - Westerly (248 MMBtu), and Rhode Island Energy - Warren (813 MMBtu).	TET/AGT Storage	City Gate
Narragansett Electric Co.	Algonquin	93001ESC	AFT-ES1	2,384	771,904	10/31/2023	Yes	Part-284 NO NOTICE service with a seasonally adjusted MDQ of (2,384 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ (1,377 MMBtu) and Hanover, NJ (1,007 MMBtu) to Rhode Island Energy - Warren (2,384 MMBtu).	M2 / M3	City Gate
Narragansett Electric Co.	Algonquin	93011E	AFT-E1	56035	19,446,885	10/31/2023	Yes	Part-284 NO NOTICE service with a seasonally adjusted MDQ of (56,035 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ (34,668 MMBtu) and Hanover, NJ (21,367 MMBtu) to Rhode Island Energy - Dey St (25,137 MMBtu), Rhode Island Energy - Westerly (1,221 MMBtu), Rhode Island Energy - E. Providence (48,147 MMBtu), Rhode Island Energy - Warren (4,173 MMBtu), Rhode Island Energy - Portsmouth (6,504 MMBtu), and Rhode Island Energy - Tiverton (163 MMBtu).	M2 / M3	City Gate
Narragansett Electric Co.	Algonquin	93401S	AFT-1S4	335	122,275	10/31/2023	Yes	Part-284 transportation service (365-day) used to transport gas from the TETCO interconnect at Lambertville, NJ (335 MMBtu) to Rhode Island Energy - Warren (335 MMBtu).	TET/AGT Storage	City Gate
Narragansett Electric Co.	Algonquin	96004SC	AFT-1S3	1,695	618,675	10/31/2023	Yes	Part-284 firm transportation service (365-day) used to transport gas from the TETCO interconnect at Lambertville, NJ (537 MMBtu) and Centerville, NJ (1,158 MMBtu) to Rhode Island Energy - Warren (1,695 MMBtu).	Transco Leidy / EGT South Point	City Gate
Narragansett Electric Co.	Algonquin	9B105	AFT-1B	8539	1,813,145	10/31/2023	Yes	Part-284 service with a seasonally adjusted MDQ of (8,539 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ to Rhode Island Energy - Dey St (4,258 MMBtu), Rhode Island Energy - Portsmouth (4,202 MMBtu) and Rhode Island Energy - Westerly (79 MMBtu).	TET/AGT Storage	City Gate
Narragansett Electric Co.	Algonquin	9S100S	AFT-1SX	187	39,737	10/31/2023	Yes	Part-284 service with a seasonally adjusted MDQ of (187 MMBtu), used to transport gas from the TETCO interconnect at Lambertville, NJ to Rhode Island Energy - Warren (187 MMBtu).	TET/AGT Storage	City Gate
Narragansett Electric Co.	Algonquin	9W009E	AFT-EW	6,812	1,446,384	10/31/2023	Yes	Part-284 NO NOTICE service with a seasonally adjusted MDQ of (6,812 MMBtu), used to transport gas from the TETCO interconnect at Hanover, NJ (4,222 MMBtu) and Lambertville, NJ (2,590 MMBtu) to Rhode Island Energy - Dey St (6,234 MMBtu), Rhode Island Energy - Westerly (273 MMBtu), and Rhode Island Energy - Portsmouth (305 MMBtu).	TET/AGT Storage	City Gate
Narragansett Electric Co.	Algonquin	510801	AFT1AIM	18,000	6,570,000	1/6/2032	No	Part-284 transportation service used to transport gas from Ramapo, NY (18,000 MMBtu) to Rhode Island Energy - Westerly (500 MMBtu), Rhode Island Energy - Warren (6,000 MMBtu), Rhode Island Energy - Portsmouth (6,000 MMBtu), Rhode Island Energy - Tiverton (500 MMBtu), and Yankee Gas - Montville (5,000 MMBtu).	AIM (Ramapo) / AIM (Millenium)	City Gate
Narragansett Electric Co.	Algonquin	510985	AFTCLMS	96,000	35,040,000	7/16/2032	No	Part-284 transportation service used to transport gas from Manchester Street Lateral on the G-12 System (Meter No. 80070) to Rhode Island Energy - Crary Street-Providence, RI (96,000 MMBtu).	Manchester Lateral (Not listed in Exhibit 15 or 16)	N/A
Narragansett Electric Co.	Columbia	31523	FTS	10,000	3,650,000	10/31/2025	No	Part-284 transportation service used to transport gas from Broad Run-19 (10,000 MMBtu) to Columbia interconnect at Hanover, NJ (10,000 MMBtu).	TCO Appalachia	Upstream
Narragansett Electric Co.	Columbia	31524	FTS	30,000	10,950,000	10/31/2025	No	Part-284 transportation service used to transport gas from Maumee-1 (30,000 MMBtu) to Columbia interconnect at Hanover, NJ (30,000 MMBtu).	TCO Appalachia/ TET/AGT Storage	Upstream

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Columbia	9631	SST	2545	695,966	4/1/2040	No	Part-284 transportation service used to transport gas from RP Storage Point TCO-FSS #9630 (2,545 MMBtu) to Columbia interconnect at Hanover, NJ (2,545 MMBtu). MDQ Seasonally adjusted to be 1,272 MDQ from Apr - Sep.	TET/AGT Storage	Upstream
Narragansett Electric Co.	Eastern	100118	FTNN	537	196,005	3/31/2027	No	Part-284 transportation service used to transport gas from the TETCO interconnect at Oakford (537 MMBtu) or Dominion South Point (537 MMBtu) to the Leidy Group Meter (537 MMBtu).	EGTS South Point	Upstream
Narragansett Electric Co.	Eastern	700086	FTGSS	2,061	311,211	3/31/2027	No	Transportation contract used to transport gas from EGTS-GSS #300169 (2,061MMBtu) to the TETCO interconnect at Chambersburg, PA (2,061 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Eastern	700087	FTGSS	5,324	803,924	3/31/2025	No	Transportation contract used to transport gas from EGTS-GSS #300170 (5,324MMBtu) to Ellisburg, PA (5,324 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Iroquois	50001	RTS-1	1,012	369,380	11/1/2027	No	Transportation contract used to transport gas from Waddington (1,012 MMBtu) to the IGTS interconnect with TGP at Wright, NY.	Dawn Iroquois	Upstream
Narragansett Electric Co.	Millennium	210165	FT-1	9,000	3,285,000	3/31/2034	No	Transportation service used to transport gas from Corning, NY to the interconnect with Algonquin Gas Transmission at Ramapo, NY (9,000 MMBtu).	AIM (Millenium)	Upstream
Narragansett Electric Co.	PNGTS	233317	FT	29,000	10,585,000	10/31/2040	No	Transportation service used to transport gas from East Hereford to the interconnect with Tennessee Gas Pipeline at Dracut (29,000 MMBtu).	Dawn PNGTS	Upstream
Narragansett Electric Co.	Tennessee	10807	FT-A	10,836	3,955,140	3/31/2027	No	Transportation service used to transport gas from Ellisburg (6,581 MMBtu) and Nothern Storage (4,255 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (10,836 MMBtu).	TGP Storage	City Gate

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Tennessee	39173	FT-A	1,067	389,455	10/31/2024	No	Transportation service (365-day) used to transport gas from Niagara River (1,067 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (1,067 MMBtu).	Niagara	City Gate
Narragansett Electric Co.	Tennessee	1597	FT-A	29,335	10,707,275	10/31/2024	No	Transportation service used to transport gas from Zn1 800 Leg (6,160 MMBtu), Zn1 500 Leg (13,091 MMBtu), Zn0 100 Leg (9,522 MMBtu), and Zn1 100 Leg (562 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (14,335 MMBtu), Cranston (10,000 MMBtu), and Smithfield (5,000 MMBtu).	Zone 4	City Gate
Narragansett Electric Co.	Tennessee	62930	FT-A	15,000	5,475,000	8/31/2027	No	Transportation service used to transport gas from the interconnect at Dracut (15,000 MMBtu) to Rhode Island Energy city gate - Cranston (9,000) and Rhode Island Energy city gate - Pawtucket, RI (6,000 MMBtu).	Dawn PNGTS	City Gate
Narragansett Electric Co.	Tennessee	64025	FT-A	5,220	1,905,300	10/31/2027	No	TGP ConneXion - Transportation service used to transport gas from Tx Zone 0 (5,220 MMBtu) to Rhode Island Energy city gates at Lincoln, RI (2,610 MMBtu) and Smithfield, RI (2,610). If volumes transported to points other than primary points as listed on the contract, maximum commodity rate per TGP's tariff apply.	Zone 4	City Gate
Narragansett Electric Co.	Tennessee	64026	FT-A	6,380	2,328,700	10/31/2027	No	TGP ConneXion - Transportation service used to transport gas from Tx Zone 0 (6,380 MMBtu) to Rhode Island Energy city gates at Lincoln, RI (3,190 MMBtu) and Smithfield, RI (3,190). If volumes transported to points other than primary points as listed on the contract, maximum commodity rate per TGP's tariff apply.	Zone 4	City Gate
Narragansett Electric Co.	Tennessee	95345	FT-A	1,000	365,000	10/31/2027	No	Transportation service used to transport gas from interconnect at Wright, NY (1,000 MMBtu) to Rhode Island Energy city gates at Lincoln (1,000 MMBtu).	Dawn Iroquois	City Gate
Narragansett Electric Co.	Tennessee	330580	FT-A	24,000	8,760,000	10/31/2038	No	Transportation service used to transport gas from the interconnects at Dracut (14,000 MMBtu) and at Distrigas (10,000 MMBtu) to Rhode Island Energy city gate - Lincoln (24,000).	Dawn PNGTS	City Gate
Narragansett Electric Co.	Tennessee	330581	FT-A	15,000	5,475,000	10/31/2038	No	Transportation service used to transport gas from the interconnect at Distrigas (15,000 MMBtu) to Rhode Island Energy city gate - Cranston (15,000).	Everett Multi Year	City Gate
Narragansett Electric Co.	Tennessee	349449	FT-A	20,000	7,300,000	10/31/2025	No	Transportation service used to transport gas from the interconnect at Dracut (20,000 MMBtu) to Rhode Island Energy city gate - Cranston (20,000).	Dracut (Not listed in exhibit 15)	City Gate
Narragansett Electric Co.	Texas Eastern	330844	FTS	6377	2,327,605	10/31/2023	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (6,377 MMBtu) to interconnect with AGT at Lambertville, NJ or Hanover, NJ (6,377 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	330845	FTS	537	196,005	10/31/2023	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (537 MMBtu) to interconnect with AGT at Lambertville, NJ or Hanover, NJ (537 MMBtu).	EGTS South Point	Upstream
Narragansett Electric Co.	Texas Eastern	330867	FTS-5	813	296,745	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (813 MMBtu) to Lambertville, NJ (813 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	330870	FTS-5	1,000	365,000	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (1,000 MMBtu) to Lambertville, NJ (1,000 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	330907	FTS-5	248	90,520	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (248 MMBtu) to Lambertville, NJ (248 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	331722	FTS-7	538	196,370	3/31/2024	Yes	Part- 157 (7C) transportation service used to transport gas from Oakford, PA (538 MMBtu) to either interconnects at Lambertville or Hanover, NJ (538 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	331801	FTS-8	79	28,835	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (38 MMBtu) to either interconnects at Lambertville or Hanover, NJ. In addition, Oakford, PA (41 MMBtu) to either interconnects at Lambertville or Hanover, NJ.	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	331802	FTS-8	187	68,255	3/31/2024	Yes	Part-157 (7C) transportation service used to transport gas from Leidy, PA (89 MMBtu) to either interconnects at Lambertville or Hanover, NJ. In addition, Oakford, PA (98 MMBtu) to either interconnects at Lambertville or Hanover, NJ.	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	331819	FTS-8	4,745	1,731,925	3/31/2024	Yes	Part- 157 (7C) transportation service used to transport gas from Oakford, PA (4,745 MMBtu) to either interconnects at Lambertville or Hanover, NJ (4,745 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Texas Eastern	800156	SCT	2,099	766,135	10/31/2023	Yes	Part-284 transportation contract used to transport gas from the access areas at STX (585 MMBtu oper. entitle.), ETX (392 MMBtu oper. entitle.), WLA (900 MMBtu oper. entitle.), and ELA (1,504 MMBtu oper. entitle.) to the TETCO interconnect with AGT at Lambertville, NJ (2,099 MMBtu).	M2	Upstream
Narragansett Electric Co.	Texas Eastern	800303	CDS	45934	16,765,910	10/31/2023	Yes	Part-284 transportation contract used to transport gas from the access areas at STX (14,193 MMBtu oper. entitle.), ETX (9,523 MMBtu oper. entitle.), WLA (21,846 MMBtu oper. entitle.), and ELA (31,460 MMBtu oper. entitle.) to the TETCO interconnect with AGT at Lambertville, NJ (45,934 MMBtu) or Hanover, NJ (18,656 MMBtu) or Zone M3 Storage Point (6,665 MMBtu).	M2	Upstream
Narragansett Electric Co.	Texas Eastern	800440	CDS	944	344,560	10/31/2023	Yes	Part-284 transportation contract used to transport gas from TETCO FSS-1 #400515 to the TETCO interconnects at Lambertville, NJ (405 MMBtu) and Hanover, NJ (539 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	TransCanada	42386	FT	1,012	369,380	10/31/2026	No	Transportation service used to transport gas from the Enbridge Gas interconnect at Parkway to the interconnect with Iroquois Gas Transmission at Waddington (1,012 MMBtu).	Dawn Iroquois	Upstream

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	TransCanada	64273	FT	29,058	10,606,170	10/31/2040	No	Transportation service used to transport gas from the Enbridge Gas interconnect at Parkway to the interconnect with Portland Natural Gas Transmission System at East Hereford (29,058 MMBtu).	Dawn PNGTS	Upstream
Narragansett Electric Co.	Transco	9081767	FT	1,240	452,600	3/31/2023	Yes	Part-284 transportation service used to transport gas from Transco Leidy (1,240 MMBtu) to the Algonquin interconnect at Centerville, NJ (1,240 MMBtu).	Transco Leidy	Upstream
Narragansett Electric Co.	Enbridge	M12164	M12	1,025	374,125	10/31/2023	No	Transportation service used to transport gas from Dawn, Ontario to the interconnect with TransCanada Pipeline at Parkway (1,025 MMBtu).	Dawn Iroquois	Upstream
Narragansett Electric Co.	Enbridge	M12274	M12	29,056	10,605,440	10/31/2040	No	Transportation service used to transport gas from Dawn, Ontario to the interconnect with TransCanada Pipeline at Parkway (29,056 MMBtu).	Dawn PNGTS	Upstream

Peaking Supply Assets:

Shipper	Supply Company	Contract No.		MDQ	Annual Quantity	Expiration Date		Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Nat'l Grid LNG	LNG003		95,000	600,000	10/31/2022		National Grid LNG Tank in Providence, RI	LNG From Storage	City Gate
Narragansett Electric Co.	Constellation	SB19_24-42-20		14,100	507,600	3/31/2024		Supply at AGT Citygates	AGT City Gate	City Gate

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-15

Request:

Please provide a copy of each AMA that will be in effect during the period November 2022 through October 2023.

Response:

The Company has not yet entered into any Asset Management Agreements for the period November 2022 through October 2023. The Company is currently in the process of negotiating transactions, including Asset Management Agreements, for this period.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
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For the Forecast Period 2022/23 to 2026/27
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Issued on July 26, 2022

Division 1-16

Request:

Reference Exhibit 16, page 2. Please provide a sendout run identifying daily demands and the usage of each capacity resource for the winter 2022-2023.

Response:

Please see the Excel Worksheet attached as Attachment Division 1-16. Please note that all volume data is in Mdth.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
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Issued on July 26, 2022

Attachment Division 1-16

Please see the Excel Worksheet for Attachment Division 1-16

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
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Issued on July 26, 2022

Division 1-17

Request:

With respect to the Company’s design year standard of 6,250 HDD, please provide a monthly breakdown of that standard. Also provide normal HDDs for each month.

Response:

The Company’s monthly distribution of normal heating degree days (HDD) are reproduced below from the table provided on page 13 of the Company’s “Long-Range Resource and Requirements Plan Forecast Period 2022/23 to 2026/27” submission, together with a column of the corresponding design year HDD.

Month	Normal HDD	Design HDD
Jan	1,083	1,250
Feb	946	1,091
Mar	812	942
Apr	464	518
May	191	228
Jun	41	48
Jul	0	3
Aug	2	2
Sep	65	70
Oct	316	361
Nov	610	697
<u>Dec</u>	<u>892</u>	<u>1,040</u>
Total	5,422	6,250

Division 1-18

Request:

Please provide all calculations, workpapers, documentation and Excel files supporting Exhibit 17, page 1, and Exhibit 18.

Response:

- a. In Exhibit 17, page 1 of the Company's Long-Range Resource and Requirements Plan Forecast Period 2022/23 to 2026/27 submission, the Company presents the 2022-23 Design Load Duration curve. Refer to Confidential Attachment Division 1-18-1 for the Microsoft Excel workbook used to create this chart.
- b. In Exhibit 18 of the Company's Long-Range Resource and Requirements Plan Forecast Period 2022/23 to 2026/27 submission, the Company presents a projection of costs for its full supply portfolio assuming design weather. This projection provides a sense of the overall variable and fixed costs for all customers, including transportation customers. Refer to Confidential Attachment Division 1-18-2 for the Microsoft Excel workbook used to create this exhibit.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Attachment Division 1-18-1

REDACTED

The Company is providing Attachment Division 1-18-1 as a Confidential Microsoft Excel workbook

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Attachment Division 1-18-2

REDACTED

The Company is providing Attachment Division 1-18-2 as a Confidential Microsoft Excel
workbook

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Redacted
Division 1-19

Request:

Identify each contract the Company has or will be acquired to meet peak demands and identify the rates and costs associated with each contract. Reconcile those costs with those identified in Exhibit 18, page 1.

Response:

At the time of the Company's Gas Long-Range Plan (LRP) filing, the Company had not yet completed the RFP process for supplies related to peak demands. On Exhibit 18 page 1, the two line-items that reflect estimated costs are the Total Supplier Fixed Costs and the Hourly Peaking Fixed Costs.

Please see Confidential Attachment Division1-19, which breaks down the costs attributed to both line items. The Everett Supply Deal, the Winter Liquid and the Beverly Supply Deal costs were all estimated for the LRP filing. As discussed, the Company estimated the demand costs of these supplies based on global LNG pricing, using the Title Transfer Facility ("TTF") price for January 2023 as of June 7, 2022.

The proposed rate for the Everett Supply deal was \$ [REDACTED] multiplied by a maximum seasonal quantity (MSQ) of 890,000 Dth, for a total cost of \$ [REDACTED]. The proposed rate for the Winter Liquid supply deal was the same; \$ [REDACTED] multiplied by 192,450 Dth, for a total cost of \$ [REDACTED]. Finally, the Beverly supply deal was estimated at the same unit rate multiplied by an MSQ of 100,000 for a total of \$ [REDACTED]

The Summer Liquid refill deal is a known demand charge, as it relates to the UGI and GazMetro refill deals as well as the AGT Citygate cost. Under the hourly peaking fixed costs, the Portable LNG costs are the costs attributed to the Old Mill Lane and Cumberland portable operations. The Everett and Beverly transportation fixed costs reflect the total demand charges for the use of those contracts in the portfolio based on current pipeline rates.

This response and the accompanying Attachment Division 1-19 contain confidential and commercially sensitive pricing information; therefore, the Company is providing a redacted version of this response and the attachment, as well as an unredacted confidential version subject to a Motion for Protective Treatment.

REDACTED

The Narragansett Electric Company
Supply Fixed Costs
Design Year
(\$000)

Data Item	Total Supply Fixed Costs by Supply												
Supply Costs	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	Grand Total
Everett Supply Deal2													
Summer Liquid Refill													
AGT Citygate													
Winter Liquid													
Beverly Supply Deal													
Grand Total													

The Narragansett Electric Company
Hourly Peaking Fixed Costs
Design Year
(\$000)

Hourly Peaking Fixed Costs	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	Total
Transportation Fixed Costs													
Portable LNG													
Everett													
Beverly													
Supplier Fixed Costs													
AGT Citygate													
Winter Liquid													
Everett Supply Deal2													
Beverly Supply Deal													
Total Hourly Peaking Fixed Costs													

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-20

Request:

Please provide a copy of each citygate gas supply contract and each gas supply contract (transaction confirmation or Exhibit A) that will be in effect during the period November 2022 through October 2023 that requires the payment of demand charges (fixed costs), including those contracts supporting the Liquification and Supplier Fixed Costs identified on Exhibit 18, page 1. Reconcile the costs identified in the contracts provided with those identified on Exhibit 18, page 1.

Response:

Please see Attachment Division 1-20 for all executed gas supply contracts for citygate delivered supplies or requiring the payment of demand charges to be in effect for the period November 2022 through October 2023. Demand charges associated with the reservation of liquid and/or vapor with each of Gaz Metro LNG, L.P, UGI Energy Services, LLC and Constellation LNG, LLC are captured as one of the components under the heading “FIXED COSTS, Total Supplier Fixed Costs” and variable components are captured under the heading “VARIABLE COSTS, Commodity.” Fixed costs associated with liquefaction contracts with NGLNG and Northeast Energy Center are reflected under the heading “FIXED COSTS, Total Liquefaction Fixed Costs.” The Company is currently in the process of negotiating gas supply agreements for the coming winter and will supplement this response as additional agreements are executed.

Attachment Division 1-20 contains commercially sensitive and confidential information; therefore, the Company is providing confidential and redacted versions of Attachment Division 1-20, subject to a Motion for Protective Treatment.

Contract ID # 5062 T000009006

104629
OPTION = 330225
Fee = 330230

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Letterhead/Logo	Date: September 26, 2019 Transaction Confirmation #: NS819_24-42-20
This Transaction Confirmation is subject to the Base Contract between Seller, as assignee of ENGIE Gas & LNG LLC and Buyer dated December 19, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.	
SELLER: Constellation LNG, LLC 1310 Point Street, 8 th Floor Baltimore, MD 21231 Attn: Contract Administration Phone: 410-470-3500 Fax: 443-213-3558	BUYER: The Narragansett Electric Company d/b/a National Grid c/o National Grid 100 East Old County Road Hicksville, New York 11801 Attn: Contract Administration Phone: (516) 545-6068 Fax: (516) 806-4442
<p>Contract Price: Buyer shall pay to Seller a Contract Price, as set forth in the monthly invoice, equal to the sum of the following three components, as applicable for the billing month:</p> <ol style="list-style-type: none"> 1. Commodity Rate. For each MMBtu of Gas delivered to Buyer during the Delivery Period, Buyer shall pay to Seller a rate per MMBtu equal to [REDACTED] 2. Supply Demand Charge. Additionally, Buyer shall pay a non-refundable annual demand charge payment to Seller equal to [REDACTED] per MMBtu) for Firm delivery of Gas set forth herein ("Demand Charge"). The Demand Charge due and payable hereunder shall be paid to Seller in monthly installments of [REDACTED]. Such Demand Charge installments shall be invoiced by Seller on a monthly basis during the Winter Season and paid by Buyer in accordance with Section 7 of the Base Contract. 3. Pipeline Transportation Charges: In addition to the Supply Demand Charge, Buyer shall pay Seller for firm transportation charges incurred by Seller to make delivery of the MDQ specified herein to Buyer on Algonquin at the Delivery Points set forth herein, or at other locations agreed by Buyer and Seller. The payments will be invoiced monthly during the term (including any term extension) and calculated as follows: (i) for the months of April through October of each year, the charge for this component of the Contract Price will be equal to the [REDACTED] and (ii) for the months of November through March, the charge for this component of the Contract Price shall be equal to the [REDACTED] in the Second Delivery Period). For the Initial Delivery Period, Buyer shall reimburse Seller for such Algonquin demand charges [REDACTED] and for the Second Delivery Period, if applicable and subject to Buyer's Condition Precedent, Buyer shall reimburse Seller for such Algonquin demand charges [REDACTED]. Such transportation charges shall be invoiced by Seller on a monthly basis and paid by Buyer in accordance with Section 7 of the Base Contract. <p>The Commodity Rate, Supply Demand Charge and Pipeline Transportation Charges components are hereinafter collectively referred to as the "Contract Price".</p>	
<p>Delivery Period:</p> <p><u>Initial Delivery Period:</u> Begin: November 1, 2019 End: March 31, 2022 <u>Second Delivery Period:</u> Begin: November 1, 2022 End: March 31, 2024</p> <p>The Initial Delivery Period and Second Delivery Period collectively referred to as the "Delivery Period" herein.</p>	

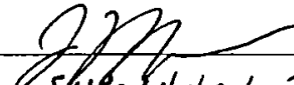
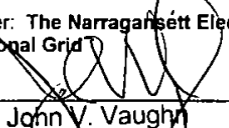


<p>Performance Obligation and Contract Quantity: Firm Gas service.</p> <p>Firm (Variable Quantity): On any day during the months of November through March of the Delivery Period, Buyer shall have the right, but not the obligation, to purchase on a Firm basis a "Maximum Daily Quantity" or "MDQ" of Gas not to exceed 14,100 MMBtu/day and a Maximum Seasonal Quantity or "MSQ" of 507,600 MMBtu during the applicable Winter Season. "Winter Season" shall mean the period from November 1 of one year through and inclusive of March 31 of the following calendar year</p>
<p>Delivery Point(s): For Firm delivery service of Gas to Narragansett Gas and Electric Company delivery points on the Algonquin Gas Transmission, LLC ("Algonquin") at a primary firm point at Meter No. 00012 (Warren) in the maximum amount of 1,000 MMBtu/Day; at a secondary firm in-path point with primary delivery point at Meter No. 00018 (Bourne) in the maximum amount of 13,100 MMBtu/Day.</p>
<p>Special Conditions:</p> <p>Conditions Precedent:</p> <p>Buyer and Seller: Buyer and Seller are each party to settlement discussions with Algonquin related to the pipeline's cost of service in FERC Docket No. RP19-57-000. If Algonquin and the parties to the case are unable to reach a settlement agreement in the proceeding, or in any Section 4 rate proceeding that is filed by Algonquin, by May 1, 2020, then either party to this Transaction Confirmation may terminate this Transaction Confirmation without liability for the Second Delivery Period.</p> <p>Buyer: If Buyer is unable to obtain any input, guidance and/or informal or formal approvals and orders or other authorizations or consents as determined to be acceptable by Buyer, in its commercially reasonable discretion, from the Rhode Island Division of Public Utilities Commission by May 31, 2020, then Buyer shall have the right, to be exercised by written notice no later than June 15, 2020, to terminate this Transaction Confirmation, without liability for any period after the date such notice is tendered, provided however such notice date shall not be before March 31, 2020.</p> <p>Buyer shall have the right to terminate this Transaction Confirmation effective March 31, 2022, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by May 1, 2020; such termination right to be exercised by written notice to Seller by May 15, 2020 .</p> <p>Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through October 31, 2024 upon terms satisfactory to Seller in Seller's sole and absolute discretion by May 1, 2020, then Seller shall have the right, to be exercised by written notice no later than May 15, 2020, to terminate this Transaction Confirmation effective March 31, 2022, without liability for the Second Delivery Period.</p> <p>Scheduling: All Notices and communications given in connection with Nominations pursuant to Section 4 of the Base Contract may be provided by telephone [or instant messaging]. Buyer shall make all Nominations for deliveries of gas occurring on any weekday, weekend day (Saturday, Sunday and Monday), and any Holiday prior to [redacted] prevailing Eastern Standard Time on the Business Day prior to the Day of Gas flow; for purposes herein, "Holiday" shall mean any day that the Intercontinental Exchange ("ICE") designates as a holiday. [redacted]</p> <p>Damages: On any Day Buyer nominates a quantity of Gas to at Meter No. 00012 (Warren) in accordance with this Transaction Confirmation and Seller fails to deliver the nominated quantity other than as a result of Force Majeure or the actions or inactions of Buyer, Seller shall reimburse Buyer for each undelivered MMBtu [redacted]</p> <p>On any Day Buyer nominates a quantity of Gas to Algonquin Meter No. 00018 (Bourne) in accordance with this Transaction Confirmation and Seller fails to deliver the nominated quantity other than as a result of Force Majeure or the actions or inactions of Buyer, Seller shall reimburse Buyer for each undelivered MMBtu [redacted]</p> <p>Dodd-Frank Compliance: The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction</p>

Confirmation and is entering into this Transaction Confirmation solely for the purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery.

Document Conflict: In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) Special Provisions, and (iii) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this provision.

Capitalized Terms: Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended, and as supplemented and modified by the Special provisions.

<p>Seller: Constellation LNG, LLC</p>	<p>Buyer: The Narragansett Electric Company d/b/a National Grid</p>
<p>By: </p>	<p>By: </p>
<p>Title: <u>SUP- Wholesale Trading</u></p>	<p>Title: <u>John V. Vaughn</u> <u>Authorized Signatory</u></p>
<p>Date: <u>9/26/15</u></p>	<p>Date: <u>10/16/2019</u></p>

Ed

Amendment ID # 5139
(TO CONTRACT ID # 5062) T000009304

FIRST AMENDMENT TO TRANSACTION CONFIRMATION: NSB19-24-42-20

This First Amendment to Transaction Confirmation NSB19-24-42-20 ("Amendment") is made and entered into this 8th day of May, 2020, by and between The Narragansett Electric Company d/d/a National Grid ("Buyer") and Constellation LNG LLC ("Seller"). Buyer and Seller are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Transaction Confirmation NSB19-24-42-20 dated September 26, 2019 ("Transaction Confirmation"); and

WHEREAS, the Parties desire to amend the Transaction Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Buyer and Seller agree as follows:

1. Conditions Precedent. The Section titled "Conditions Precedent" is hereby deleted in its entirety and the following inserted in lieu thereof:

Conditions Precedent:

Buyer: Buyer shall have the right to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by **July 1, 2020**; such termination right to be exercised by written notice to Seller by **July 15, 2020**.

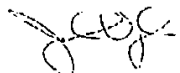
Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through **October 31, 2024** upon terms satisfactory to Seller in Seller's sole and absolute discretion by **July 1, 2020**, then Seller shall have the right, to be exercised by written notice to Buyer no later than **July 15, 2020**, to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period.

2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile, electronic communication in portable document format (.pdf), or similar transmission. Any such facsimile or electronic signature shall have the same legal effect as manual signatures.
3. Except as amended herein, the Transaction Confirmation shall continue in full force and effect according to its original terms and conditions.



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to Transaction Confirmation on the date first set forth above.


**The Narragansett Electric Company d/d/a
National Grid**

By:  _____

Name: John V. Vaughn

Title: Authorized Signatory

Constellation LNG, LLC

By:  _____

Name: Ravi Ganti

Title: Vice President



Amendment ID # 5179 T000009342
(TO CONTRACT ID # 5062)

SECOND AMENDMENT TO TRANSACTION CONFIRMATION: NSB19-24-42-20

This Second Amendment to Transaction Confirmation NSB19-24-42-20 ("Amendment") is made and entered into this 1st day of July 2020, by and between The Narragansett Electric Company d/d/a National Grid ("Buyer") and Constellation LNG LLC ("Seller"). Buyer and Seller are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Transaction Confirmation NSB19-24-42-20 dated September 26, 2019, as amended ("Transaction Confirmation"); and

WHEREAS, the Parties desire to further amend the Transaction Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Buyer and Seller agree as follows:

- 1. Conditions Precedent. The Section titled "Conditions Precedent" is hereby deleted in its entirety and the following inserted in lieu thereof:

Conditions Precedent:

Buyer: Buyer shall have the right to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by **August 1, 2020**; such termination right to be exercised by written notice to Seller by **August 15, 2020**.

Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-RI at least through **October 31, 2024** upon terms satisfactory to Seller in Seller's sole and absolute discretion by **August 1, 2020**, then Seller shall have the right, to be exercised by written notice to Buyer no later than **August 15, 2020**, to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period.

- 2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile, electronic communication in portable document format (.pdf), or similar transmission. Any such facsimile or electronic signature shall have the same legal effect as manual signatures.
- 3. Except as amended herein, the Transaction Confirmation shall continue in full force and effect according to its original terms and conditions.



IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to Transaction Confirmation on the date first set forth above.

**The Narragansett Electric Company d/d/a
National Grid**

Constellation LNG, LLC



By: _____

By: _____

Name: John V. Vaughn

Name: Ravi Ganti

Title: Authorized Signatory

Title: Vice President



Amendment ID # 5192
(TO CONTRACT ID # 5062)

T000009355

THIRD AMENDMENT TO TRANSACTION CONFIRMATION: NSB19-24-42-20

This Third Amendment to Transaction Confirmation NSB19-24-42-20 ("Amendment") is made and entered into this 13th day of August 2020, by and between The Narragansett Electric Company d/d/a National Grid ("Buyer") and Constellation LNG LLC ("Seller"). Buyer and Seller are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, Buyer and Seller are parties to that certain Transaction Confirmation NSB19-24-42-20 dated September 26, 2019, as amended ("Transaction Confirmation"); and

WHEREAS, the Parties desire to further amend the Transaction Confirmation as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, Buyer and Seller agree as follows:

1. Conditions Precedent. The Section titled "Conditions Precedent" is hereby deleted in its entirety and the following inserted in lieu thereof:

Conditions Precedent:

Buyer: Buyer shall have the right to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period, if Seller has not entered into a negotiated rate agreement or discounted rate agreement with Algonquin for Pipeline Transportation Charges applicable during the Second Delivery Period that is deemed acceptable by Buyer by **October 1, 2020**; such termination right to be exercised by written notice to Seller by **October 15, 2020**.

Seller: If Seller is unable to obtain a commitment from Exelon's senior management to extend the term of Seller's Algonquin contract No. 511057-R1 at least through **October 31, 2024** upon terms satisfactory to Seller in Seller's sole and absolute discretion by **October 1, 2020**, then Seller shall have the right, to be exercised by written notice to Buyer no later than **October 15, 2020**, to terminate this Transaction Confirmation effective **March 31, 2022**, without liability for the Second Delivery Period.


2. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. This Amendment may be executed and delivered by facsimile, electronic communication in portable document format (.pdf), or similar transmission. Any such facsimile or electronic signature shall have the same legal effect as manual signatures.
3. Except as amended herein, the Transaction Confirmation shall continue in full force and effect according to its original terms and conditions.




IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment to Transaction Confirmation on the date first set forth above.

**The Narragansett Electric Company d/d/a
National Grid**

Constellation LNG, LLC

By:  _____

By:  _____

Name: John V. Vaughn

Name: Ravi Ganti

Title: Authorized Signatory

Title: Vice President



Contract ID # 5088

T000009091

FIRM LIQUEFACTION SERVICE AGREEMENT

This Agreement, is made and entered into this 31st day of July 2019 by and between National Grid LNG LLC, a Delaware limited company (hereinafter referred to as "the Company") and The Narragansett Electric Company d/b/a National Grid, a company organized and existing under the laws of the Commonwealth of Rhode Island (hereinafter referred to as "Customer" whether one or more persons). All terms not defined herein have the meaning given in Company's tariff filed with the Federal Energy Regulatory Commission.

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF NATURAL GAS TO BE LIQUEFIED

Subject to the terms, conditions and limitations hereof and of the Company's Rate Schedule LNG, the Company agrees to:

- receive from Customer natural gas in vapor form for liquefaction and to inject the liquefied natural gas ("LNG") into Company's storage facility for Customer's storage account or to concurrently deliver an equivalent quantity of LNG to Customer's trucks;
- liquefy up to a total quantity of natural gas in vapor form of 2,616 Dth/day during the liquefaction season, to constitute Customer's Liquefaction Contract Quantity;

ARTICLE II
TERM OF AGREEMENT

This agreement shall become effective as of the in service date of the liquefaction facilities, shall continue in effect for a term of 20 years ("Primary Term") and shall remain in force from year-to-year thereafter unless terminated by either party pursuant to Section 12 of the General Terms and Conditions of Company's tariff.

ARTICLE III
RATE SCHEDULE AND ADJUSTMENTS

3.1 Customer shall pay for all services rendered hereunder and for the availability of such service under the Company's Rate Schedule LNG, as filed with the Federal Energy Regulatory Commission, and as the same may be hereafter revised or changed. The rate to be charged Customer for storage hereunder shall not be more than the maximum rate under Rate Schedule LNG, nor less than the minimum rate under Rate Schedule LNG.

3.2 Customer agrees that the Company 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 the Company's Rate Schedule LNG, (b) the Company's Rate Schedule LNG, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule LNG. The Company agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of the Company's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided, or as provided in the General Terms and Conditions of the Company's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this 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 first class mail to the post office address of the parties hereto, as the case may be, as follows:



(a) the Company:
National Grid LNG LLC
40 Sylvan Road Waltham, MA 02451
Attn: Joseph P. Murphy

(b) Customer:
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road Hicksville, NY 11801
Attn: Samara Jaffe

or such other address as either party shall designate by formal written notice.

ARTICLE V
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of the Company's applicable rate schedules and of the Company's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Rhode Island, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between parties hereto for the liquefaction of natural gas by the Company for Customer:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

National Grid LNG LLC

The Narragansett Electric Company
d/b/a National Grid



By: JAMES CROSS

By: John V. Vaughn

Title: VICE PRESIDENT

Title: Authorized Signatory

Amendment ID # 4966
(TO CONTRACT ID # 50PP) T000009119

nationalgrid

Joseph P. Murphy
Principal Account Manager, Commercial Services
FERC - Regulated Businesses

July 31, 2019

Samara Jaffe
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville NY 11801

Re: Discount Rate Letter Agreement to Firm Liquefaction Service Agreement between National Grid LNG LLC and The Narragansett Electric Company d/b/a National Grid, dated July 31, 2019

Dear Ms. Jaffe:

This Discount Rate Letter Agreement ("Discount Agreement") specifies additional terms and conditions applicable to the above referenced Firm Service Agreement ("Service Agreement") between National Grid LNG LLC ("Company") and The Narragansett Electric Company d/b/a National Grid ("Customer"). This Discount Agreement is subject to all applicable Federal Energy Regulatory Commission ("FERC") regulations. In the event the language of this Discount Agreement conflicts with the Service Agreement, the language of this Discount Agreement will control. In the event the language of this Discount Agreement conflicts with Company's FERC Gas Tariff currently in effect or any superseding tariff ("Tariff"), the language of the Tariff will control. All capitalized terms used and not otherwise defined herein have the meaning set forth in the Service Agreement or Company's Tariff.

The Company and Customer hereby agree to the following:

1. During the Primary Term, Customer shall pay the maximum rates set forth in Company's Rate Schedule LNG for Liquefaction Service except that the Reservation Charge shall be [REDACTED]
2. If, during the Primary Term, Company offers service under Rate Schedule LNG for Liquefaction Service to any customer at a rate lower than the rate paid by Customer, then Customer's rate shall be reduced to such lower rate.

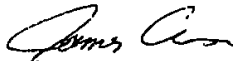
[REDACTED]

4. Customer will have a contractual right of first refusal ("ROFR") under the Service Agreement and Section 12 of the General Terms and Conditions of Company's Tariff if it does not qualify for the regulatory ROFR set forth in Section 13 of the General Terms and Conditions of Company's Tariff.


If Customer agrees with the additional terms specified herein, please so indicate by signing in the appropriate spaces provided below and returning to Company.

Executed and agreed to this 31st day of July 2019.

National Grid LNG LLC


By: JAMES CROSS
Title: VICE PRESIDENT

The Narragansett Electric Company d/b/a National Grid


By: John V. Vaughn
Title: Authorized Signatory

National Grid LNG, LLC

40 Sylvan Road, Waltham MA 02451

www.nationalgrid.com



Contract ID # 4198

PRECEDENT AGREEMENT

1000005499

THIS PRECEDENT AGREEMENT ("Agreement") is entered into this 15th day of March, 2015 (the "Effective Date") by and between Northeast Energy Center, LLC, a Delaware limited liability company herein referred to as "Supplier," and The Narragansett Electric Company d/b/a National Grid, a Rhode Island corporation, herein referred to as "Customer." In this Agreement, Supplier and Customer may be referred to individually as "Party" and collectively as "Parties."

WHEREAS, Supplier intends to develop, permit, construct, own and operate a natural gas liquefaction and storage facility in Worcester County, Massachusetts (the "Facility") that will be connected to the Tennessee Gas Pipeline, which will be certificated and operated pursuant to the regulations of the Federal Energy Regulatory Commission ("FERC");

WHEREAS, Customer desires that Supplier provide Customer liquefaction and related service at Supplier's Facility for the reservation quantities set forth in Attachment A;

WHEREAS, Supplier plans to initiate a binding open season ("Open Season") to offer firm liquefaction and related service from the Facility to evaluate the commitments that prospective customers are willing to make and thus determine both the feasibility and the engineering design and size of the Facility;

WHEREAS, the Open Season will establish the opportunity for bidders to qualify as Anchor Customers or Supporting Customers based upon conforming bid criteria as set forth in Attachment D; and

WHEREAS, the Parties agree that this Agreement shall be deemed a binding bid by Customer in the Open Season for Anchor Customer status pursuant to the terms of this Agreement and Customer's terms of service set forth in Attachments A and D hereto;



NOW, THEREFORE, in consideration of the understandings and mutual covenants set forth herein, and intending to be legally bound, Supplier and Customer agree as follows:

1. **Request for Service.** Customer has completed and submitted to Supplier a Request for Service for Firm Liquefaction and Delivery Service ("FLS") under Rate Schedule FLS, attached hereto as Attachment A, and agrees to be bound by the quantity, term, rates and charges and any supplemental terms set forth in Attachment A, which shall be incorporated in Customer's FLS Service Agreement ("Service Agreement").

2. **Customer Conditions Precedent.** Customer shall execute and deliver Customer's Service Agreement within ten (10) business days after the last of the Customer Conditions Precedent set forth in (a) and (b) below are completed or waived

- a. Customer receipt of all necessary approvals from its executive management and/or board of directors to execute the Service Agreement pursuant to the terms of this Agreement ("Customer Approvals") by April 1, 2015; and
- b. Customer receipt of all necessary regulatory authorizations, including any input, guidance and/or informal or formal approvals and orders or other authorizations or consents as determined to be acceptable by Customer in its sole discretion from the Rhode Island Division of Public Utilities and Carriers ("Regulator"), and any other federal, state or local authorities having jurisdiction (collectively, "Customer Regulatory Authorizations"), to proceed under this Agreement, the Service Agreement and any related agreements by January 1, 2016.

3. **Customer Termination Rights.**

- a. If Customer is unable to satisfy the conditions precedent specified in Section 2.a and does not waive the conditions by April 1, 2015, then Customer shall have the right, to be exercised by written notice no later than April 15, 2015 to terminate

this Agreement. If such notice is given by Customer, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of satisfactory Customer Approvals, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (b) the Parties agree in writing to extend the 30-day period, or (c) Customer withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- b.** If Customer is unable to satisfy the conditions precedent specified in Section 2.b and does not waive the conditions by January 1, 2016, then Customer shall have the right, to be exercised by written notice no later than January 15, 2016 to terminate this Agreement. If such notice is given by Customer, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of satisfactory Customer Regulatory Authorizations, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) Customer decides to accept the Customer Regulatory Authorizations as issued, (b) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (c) the

Parties agree in writing to extend the 30-day period, or (d) Customer withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- c. If Supplier has not received and accepted its FERC Certificate of public convenience and necessity ("FERC Certificate") and started construction of the Facility by April 1, 2019, then Customer shall have the right, upon written notice to Supplier no later than April 1, 2019, to elect to terminate ("Customer Notice of Termination") this Agreement and, if executed, the Service Agreement; provided, however, that the Customer Notice of Termination shall be null and void if Supplier has started construction of the Facility on or before April 15, 2019. If such notice is given by Customer, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment of this Agreement and any related agreements to accomplish the objectives of the Parties and to address any delay in receipt of regulatory approvals and/or start of construction, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (b) the Parties agree in writing to extend the 30-day period, or (c) Customer withdraws its previously submitted Customer Notice of Termination, this Agreement shall terminate. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- d. If the Facility is not in service by July 1, 2022, then Customer shall have the right, upon written notice to Supplier no later than July 30, 2022, to terminate this Agreement and, if executed, the Service Agreement. Such termination shall be without liability to Customer or Supplier.

4. **Supplier Conditions Precedent**. Supplier shall execute and deliver Customer's Service Agreement within ten (10) business days after the last of the Supplier Conditions Precedent set forth in (a) through (e) below are completed or waived

- a. Supplier receipt of all necessary and final authorizations, consents, and approvals, including all necessary and final authorizations from federal, state, and local authorities having jurisdiction, including but not limited to those of the FERC, including the FERC Certificate, and of any state or federal court in which Supplier seeks to exercise eminent domain or otherwise obtain rights or access to land (collectively "Supplier Regulatory Authorizations") on terms and conditions acceptable to Supplier in its sole discretion to construct and operate the Facility;
- b. Supplier receipt of all necessary internal approvals to execute this Agreement and all other agreements contemplated herein ("Supplier Approvals");
- c. Determination that Supplier has a total of 16,500 Dth per day of total FLS commitments under binding Precedent Agreements in which all conditions precedent giving rise to a Customer termination right have either been satisfied or waived;
- d. Supplier's receipt of commitments for all financing necessary to construct the Facility in a form satisfactory to Supplier in its sole discretion: and

- e. Customer meets the Creditworthiness and Credit Support Requirements set forth in Section 10 at the time Supplier executes the Customer Service Agreement and at the time Customer is obligated to execute the Service Agreement.

5. Supplier Termination Rights.

- a. If Supplier is unable to satisfy the conditions precedent specified in Section 4.b and does not waive the conditions by July 31, 2015, then Supplier shall have the right, to be exercised by written notice no later than August 15, 2015 to terminate this Agreement. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of satisfactory Supplier Approvals, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (b) the Parties agree in writing to extend the 30-day period, or (c) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- b. If Customer is unable to satisfy the conditions precedent specified in Section 2.a and Supplier does not waive the conditions by April 15, 2015, then Supplier shall have the right, to be exercised by written notice no later than April 30, 2015 to

terminate this Agreement. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of satisfactory Customer Approvals, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (b) the Parties agree in writing to extend the 30-day period, or (c) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- c. If Customer does not provide notice to Supplier by January 15, 2016, that Customer has satisfied the conditions precedent specified in Section 2.b and Supplier does not waive the conditions, then Supplier shall have the right, to be exercised by written notice by January 31, 2016, to terminate this Agreement. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of satisfactory Customer Regulatory Authorizations, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) Customer elects to accept the Customer Regulatory Authorizations as then issued, (b) the Parties otherwise mutually agree in writing

to an amendment to this Agreement, (c) the Parties agree in writing to extend the 30-day period, or (d) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- d. If Supplier is unable to satisfy the conditions precedent specified in Section 4.a and Supplier does not waive the conditions, then Supplier shall have the right to terminate this Agreement and, if executed, the Service Agreement upon thirty (30) days' prior written notice to Customer; provided that any such notice must be provided within thirty (30) days of the event giving rise to the termination right. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of satisfactory Supplier Regulatory Authorizations, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) Supplier elects to accept the Supplier Regulatory Authorizations as then issued, (b) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (c) the Parties agree in writing to extend the 30-day period, or (d) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion.

Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- e. If the conditions precedent specified in Section 4.c are not satisfied and Supplier does not waive the conditions, then Supplier shall have the right to be exercised by written notice no later than March 1, 2016, to terminate this Agreement. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with insufficient commitments under rate schedule FLS, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (b) the Parties agree in writing to extend the 30-day period, or (c) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

- f. If the Customer fails to satisfy the creditworthiness and credit support requirements set forth in Section 10, then Supplier shall have the right to terminate this Agreement and, if executed, the Service Agreement. In such event, Customer shall be liable for its pro-rata share of the Development Costs in

accordance with Section 9 and Supplier shall be afforded all rights and remedies in accordance with Section 11.

- g. If the conditions precedent specified in Section 4.d are not satisfied and Supplier does not waive the conditions, then Supplier shall have the right to be exercised by written notice no later than sixty (60) days following the issuance of the FERC Certificate for the Facility, to terminate this Agreement. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties and to address any issues associated with the lack of commitments for all financing necessary to construct the Facility, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement, (b) the Parties agree in writing to extend the 30-day period, or (c) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.
- h. If Supplier determines that, as a result of developments, circumstances, facts or events arising or becoming known to Supplier after the Effective Date there has occurred a change that, in Supplier's reasonable opinion, is materially adverse to the expected economics of the Facility, then Supplier shall have the right to be exercised by written notice to Customer at any time prior to the date on which

Supplier accepts the FERC Certificate for the Facility, to terminate this Agreement. If such notice is given by Supplier, then the Parties shall negotiate in good faith for a period not to exceed thirty (30) days toward an amendment to this Agreement and any related agreements to accomplish the objectives of the Parties, provided, however, that neither Party shall be required to consent to modifications of this Agreement or any related agreements. Unless within such period (a) the Parties otherwise mutually agree in writing to an amendment to this Agreement or (b) the Parties agree in writing to extend the 30-day period, or (c) Supplier withdraws its previously submitted notice to terminate, this Agreement shall terminate. Any such agreement between Supplier and Customer to amend any agreement shall include as a condition the receipt by Customer of all necessary regulatory authorizations and approvals acceptable to Customer in its sole discretion. Supplier shall use commercially reasonable efforts to cooperate with Customer in its efforts to obtain any necessary approval or regulatory authorization. Any termination pursuant to this provision shall be without liability to Customer or Supplier.

6. Term.

- a. This Agreement shall become effective as of the Effective Date and shall continue in effect, notwithstanding the intervening execution of the Service Agreement, until such time as the commencement of service, unless terminated pursuant to Sections 3, 5, 10, or 11.
- b. Notwithstanding Section 6(a), Sections 9, 10, and 12 shall survive the expiration or early termination of this Agreement until fulfillment or satisfaction of their terms.

- 7. Supplier Regulatory Authorizations.** Supplier shall proceed with due diligence to obtain all Supplier Regulatory Authorizations. All decisions relating to the process of obtaining the Supplier Regulatory Authorizations shall be made by Supplier in its sole discretion,

including decisions to file, prosecute, amend, supplement, or withdraw any application for the Supplier Regulatory Authorizations, accept or reject any Supplier Regulatory Authorizations, or seek court review thereof. Customer shall support and cooperate with the efforts of Supplier to obtain the Supplier Regulatory Authorizations, including filing interventions in support and providing any information reasonably requested by Supplier related to obtaining such Supplier Regulatory Authorizations. Supplier agrees, subject to the terms and conditions of this Agreement, to seek FERC approval for and construct the Facility to render firm liquefaction, storage and liquid delivery service for Customer pursuant to the terms and conditions of the Service Agreement, which shall be substantially in the form attached hereto as Attachment B, and the Operational Terms and Conditions of Service, attached hereto as Attachment C respectively. It is understood by the Parties that Supplier shall file with FERC for approval a *pro forma* FERC Gas Tariff that shall (a) be materially consistent with the Operational Terms and Conditions of Service; (b) include customary terms and conditions applicable to a FERC Gas Tariff; and (c) be consistent with then-applicable FERC rules and regulations.

8. **Customer Regulatory Authorizations.** Customer shall proceed with due diligence to obtain all Customer Regulatory Authorizations required to proceed under this Agreement, the Service Agreement, and any related agreements. All decisions relating to the process of obtaining the Customer Regulatory Authorizations shall be made by Customer in its sole discretion, including decisions to file, prosecute, amend, supplement, or withdraw any application for the Customer Regulatory Authorizations, accept or reject any Customer Regulatory Authorization, or seek court review thereof. Supplier shall support and cooperate with the efforts of Customer to obtain the Customer Regulatory Authorizations, including filing interventions in support and providing any information reasonably requested by Customer related to obtaining such Customer Regulatory Authorizations.

9. **Development Costs.** Customer acknowledges that Supplier has made and will continue to make advance expenditures in connection with satisfying the conditions precedent, including, but not limited to, seeking Supplier Regulatory Approvals, site acquisition, obtaining long lead time materials and the services of engineering and environmental consultants. In consideration of these efforts to provide the liquefaction and related service requested by Customer, if Customer breaches this Precedent Agreement, Customer shall reimburse Supplier for its pro rata share of the total of such advance expenditures based on Customer's percentage of the total liquefaction capacity sought in the Regulatory Approvals; any such reimbursement payment will be due from Customer to Supplier within 10 days of delivery of Supplier's invoice to Customer.
10. **Creditworthiness & Credit Support.** Execution of this Agreement is contingent upon a satisfactory credit evaluation by Supplier of Customer. On a non-discriminatory basis, Supplier shall apply consistent financial standards to determine the acceptability of Customer's creditworthiness. Notwithstanding the foregoing, Customer shall be deemed creditworthy if: (i) Customer's Corporate Credit Rating is at least BBB- with a stable outlook or higher by Standard & Poor's Corporation and at least Baa3 with a stable outlook or higher by Moody's Investor Service; and (ii) the sum of reservation fees for the contract term is less than 15% of Customer's or its guarantor's, as applicable, tangible net worth.

If Customer has failed to satisfy the creditworthiness criteria above, Customer may nevertheless obtain credit approval from Supplier by providing one of the following in an amount, at all times, equal to (i) the total of the Reservation Charges charged to Customer pursuant to this Agreement under rate schedule FLS times (ii) the Maximum Contract Quantity(ies) times (iii) thirty-six (36) months; provided, however, that once the remaining term of the Customer's Service Agreement is less than thirty-six (36) months, such amount shall be reduced such that the credit support amount equals the total of the Reservation Charges times the Maximum Contract Quantity(ies) times the

remaining months of service under the Service Agreement, but at no time shall the amount be less than three (3) months of Reservation Charges:

- a) an advance deposit;
- b) a standby irrevocable letter of credit; or
- c) a guaranty, in a form reasonably acceptable to Supplier, by another person or entity that Supplier has made a determination is sufficiently creditworthy.

Customer shall also promptly provide such additional Customer credit information as may be reasonably required by Supplier at any time during the term of service under a Service Agreement to enable Supplier to determine Customer's creditworthiness including, but not limited to:

- a. Written confirmation that Customer is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures, such as an assignment for the benefit of creditors, under any informal creditors' committee agreement or under state laws, provided that an exception may be made for a Customer 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 bankruptcy court's jurisdiction;
- b. Written confirmation that no significant collection lawsuits or judgments are outstanding which would materially affect Customer's ability to remain solvent as an ongoing business entity; and
- c. Written confirmation that Customer is not aware of any change in business conditions which would cause a substantial deterioration in its financial condition, a condition of insolvency, or the inability to exist as an ongoing business entity.

Upon notification by Supplier that Customer during the term of the Service Agreement no longer satisfies the credit criteria, Supplier has the right to require security as specified herein and, if satisfactory security is not tendered within three (3) business days, then Supplier, in addition to any other remedy available to it, shall have the right upon two (2) business days advance notice to suspend service until such security is tendered. If Customer's failure to tender satisfactory security continues for 60 days after the original due date, then Supplier, in addition to any other remedy available to it, shall have the right upon five (5) days advance notice to terminate Customer's Service Agreement(s).

Customer shall satisfy the credit assurance provisions as of the Effective Date of this Agreement, and shall have a continuing obligation to satisfy the credit assurance provisions of this Agreement throughout the term of this Agreement, and such provisions of the Service Agreement and any other related agreements as may be in effect from time to time.

11. Breach and Remedies. Nothing in this Agreement shall be construed to preclude the Parties from pursuing any remedy at law or equity for the other Party's breach of this Agreement; provided however that neither Party shall be liable for consequential, incidental, punitive, exemplary, or indirect damages, by statute, in tort or contract or otherwise; provided further that the foregoing shall not preclude Supplier from pursuing any remedy to recover Reservation Charges under the Service Agreement.

12. Confidentiality. Each Party shall hold the substance and terms of this Agreement confidential, but may disclose the substance and terms of this Agreement to its or its affiliates' directors, officers, employees, representatives, agents, lenders, consultants, attorneys or auditors ("Representatives") who have a need to know the substance and terms of this Agreement and who are subject to a confidentiality obligation covering the disclosed information. Neither Party shall disclose or communicate, and will cause its

Representatives not to disclose or communicate, the substance or terms of this Agreement to any other person, entity, firm, or corporation without the prior written consent of the other Party; provided that Supplier may disclose the Agreement in any applications for Supplier Regulatory Authorizations and that Customer may disclose the terms of the Agreement, the Service Agreement and any related agreements in any efforts or proceedings relating to obtaining Customer Approvals and Customer Regulatory Authorizations. Either Party may disclose the substance or terms of this Agreement as requested or required by law, order, rule or regulation of any duly constituted governmental body or official authority having jurisdiction; provided however, the Party compelled to disclose the Agreement shall give prompt written notice of such requirement to the other Party so that either Party may seek a protective order or other appropriate remedy and/or waive the compliance with the terms hereof.

13. Assignment. Any company which shall succeed by purchase, merger, consolidation or otherwise to the properties substantially as an entirety, of Supplier or of Customer shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. Supplier shall have the right to assign this Agreement and the rights and obligations hereunder to any affiliate that is creditworthy as of the effective date of the assignment; in the event of any such assignment, such assignee shall, in writing, assume, and be bound by, all the rights and obligations of Supplier hereunder and Supplier shall be released from all obligations and liabilities hereunder. Customer shall have the right to assign this Agreement and the rights and obligations hereunder to any affiliate that meets the Creditworthiness provisions of Section 10 as of the effective date of the assignment; in the event of any such assignment, such assignee affiliate shall, in writing, assume, and be bound by, all the rights and obligations of Customer hereunder and Customer shall be released from all obligations and liabilities hereunder. No other assignment of this Agreement, or of any of the rights or obligations hereunder, shall be made unless there first shall have been obtained the consent thereto of Supplier, in the event of any assignment by Customer, or the consent thereto of

Customer, in the event of an assignment by Supplier. These restrictions on assignment shall not in any way prevent any Party from pledging or mortgaging its rights under this Agreement as security for its indebtedness.

14. Notice. Notices to either Party shall be in writing, transmitted by personal delivery, by registered or certified United States mail, by overnight courier service, by facsimile, or by email to the Parties at the addresses shown below or such other address as either Party may designate by proper notice to the other Party. If transmitted by email or facsimile before 5:00 p.m. Eastern Clock Time on a business day and telephonically confirmed, notice shall be deemed to have been given or made on the business day on which so transmitted, or if not before such deadline, on the next business day, and if sent by overnight courier and delivery is confirmed, or, if mailed by registered or certified mail, return receipt requested, notice shall be deemed to have been given or made on the day on which delivered:

If to Supplier:

Northeast Energy Center, LLC
C/O Liberty Utilities
Attention: Chris Thompson, VP Project Development
354 Davis Road, Oakville, Ontario L6J 2X1
Telephone: 905-465-6111
Facsimile: 905-465-4514
E-mail: Chris.Thompson@libertyutilities.com
Michael.Petit@libertyutilities.com

With a copy to:

Northstar Industries
Attention: Tom Quine, President
126 Merrimack Street
Methuen, MA 01844
Telephone: 978-975-5500
Facsimile: 978-975-9975
Email: tquine@northstarind.com

If to Customer:

The Narragansett Electric Company d/b/a National Grid
Attention: Samara Jaffe
100 E. Old Country Rd.
Hicksville, NY 11801
Telephone: 516-545-5408
Facsimile: 516-545-5468
E-mail: Samara.jaffe@nationalgrid.com

15. **Governing Law.** This Agreement shall be governed by the laws of the State of New York.
16. **Applicable Law.** This Agreement and the rights and obligations of the Parties hereunder are subject to all applicable laws, regulations, rules and orders of all governmental and regulatory bodies having jurisdiction.
17. **Waiver.** A waiver by a Party of any one or more defaults hereunder shall not operate as a waiver of any future default, whether of a like or a different character.
18. **Amendment.** No modification to the terms and provisions of this Agreement or any Service Agreement executed by Supplier and Customer pursuant hereto shall become effective except by an amendment executed in writing by both Supplier and Customer.
19. **Whole Agreement.** This Agreement sets forth all understandings and agreements of the Parties and supersedes all other prior agreements, whether oral or written, respecting the subject matter hereof. In the event of any conflict between the terms of this Agreement and the Service Agreement, the terms of the Service Agreement shall control.
20. **Counterparts.** This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement.

21. Severability. Any provision of this Agreement declared or rendered unlawful or unenforceable by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Agreement or Customer's Service Agreement; provided that in such event, the Parties shall use commercially reasonable efforts to reform this Agreement in order to give effect to the original intention of the Parties.

22. Representations and Warranties. On the Effective Date and on the effective date of Customer's Service Agreement, each Party represents and warrants to the other Party that:

- a. such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party or the ability to perform its obligations under this Agreement and Customer's Service Agreement;
- b. with the exception of the governmental authorizations described in Sections 2.b and 4.a, such Party has all governmental authorizations necessary for such Party to legally execute, deliver and perform its obligations under this Agreement and Customer's Service Agreement;
- c. the execution, delivery and performance of this Agreement and of Customer's Service Agreement are within such Party's corporate powers, have been duly authorized by all necessary corporate action and do not violate any of the terms and conditions in such Party's governing corporate documents, any contracts to which such Party is a party, or subject to receipt of the governmental authorizations described in Sections 2.b and 4.a, any law, rule, regulation, order or the like applicable to such Party;

- d. subject to receipt of the governmental authorizations described in Sections 2.b and 4.a, this Agreement and Customer's Service Agreement constitute the legally valid and binding obligation of such Party enforceable against it in accordance with such agreement's terms; except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights and subject to general equitable principles;
- e. such Party is not operating under any chapter of the bankruptcy laws and is not subject to liquidation or debt reduction procedures, such as an assignment for the benefit of creditors, under any informal creditors' committee agreement or under state laws, and there are no such proceedings pending or being contemplated by such Party or, to its knowledge, threatened against it which would result in it operating under any chapter of the bankruptcy laws or similar laws in other jurisdictions or subject to such liquidation or debt reduction procedures under state laws; and
- f. there are not pending or, to such Party's knowledge, threatened against it or any of its affiliates any legal proceedings that could materially adversely affect such Party's ability to perform its obligations under this Agreement and Customer's Service Agreement or materially and adversely affect the financial condition or operations of such Party or that purports to affect the legality, validity or enforceability of this Agreement or Customer's Service Agreement or would otherwise hinder or prevent performance hereunder or thereunder.

Northeast Energy Center, LLC

By Michael Petit

Printed Name Michael PETIT

Title DEVELOPMENT MANAGER

MAY 15, 2015

The Narragansett Electric Company d/b/a
National Grid

By John V. Vaughn

Printed Name John V. Vaughn
Authorized Signatory

Title _____

M. Petit

Attachment A

REQUEST FOR SERVICE UNDER RATE SCHEDULE FLS / ILS

Northeast Energy Center, LLC
Service Request Form

Send to: Northeast Energy Center, LLC
C/O Liberty Utilities
Attention: VP Project Development
354 Davis Road, Oakville, Ontario L6J 2X1
Telephone: 905 465 6111
Facsimile: 905-465-4514
E-mail: Chris.Thompson@libertyutilities.com
Michael.Petit@libertyutilities.com

With a copy to:

Northstar Industries
Attention: Tom Quine, President
126 Merrimack Street
Methuen, MA 01844
Telephone: 978-975-5500
Facsimile: 978-975-9975
Email: tquine@northstarind.com

Date of Request: _____

1. Customer Name and Address (Party which will execute the Service Agreement)

The Narragansett Electric Company d/b/a National Grid
100 E. Old Country Rd.
Hicksville, NY 11801

Attn: ___ Samara Jaffe _____ Telephone: ___ 516 545 5408 _____

Address for Statements & Invoices (if different)

Attn: _____ Telephone: _____

2. Is Customer affiliated with Supplier? Yes _____ No X

If yes, affiliation and percentage of ownership between Customer and Supplier _____

3. Customer is a(n): (Check One)

- X Local Distribution Company
- _____ Intrastate Pipeline Company
- _____ Interstate Pipeline Company
- _____ Other (Please describe) _____
- _____ Producer
- _____ End-user
- _____ Marketer/Broker

4. This request is for (Check One)

- X Firm Liquefaction and Delivery Service Rate Schedule FLS
- _____ Interruptible Liquefaction and Delivery Service Rate Schedule ILS

5. Liquefaction and Delivery Service

Requested Maximum Liquefaction Quantity (MDLQ) 1,780 dekatherms per day

Summer Season (April 1 – October 31):

Requested Maximum Storage Quantity (MSQ) 8,900 dekatherms

Requested Maximum Truck Loading Quantity (MDTQ) 2 trucks per day

Winter Season (November 1 – March 31):

Requested Maximum Storage Quantity (MSQ) 5,340 dekatherms

Requested Maximum Truck Loading Quantity (MDTQ) 1 trucks per day

6. Term of Service: 15 years

Requested Commencement Date _____

Requested Termination Date _____

7. Rate Information (Customer will agree to pay rates below for service requested)

Firm Liquefaction and Delivery Service

Liquefaction Capacity Reservation Charge	\$ [REDACTED] per dth-day <u>1</u> /
Truck Loading Charge*	\$ [REDACTED] per dth
Liquefaction Usage Charge*	\$ [REDACTED] per dth

Other Rate Terms

[REDACTED]

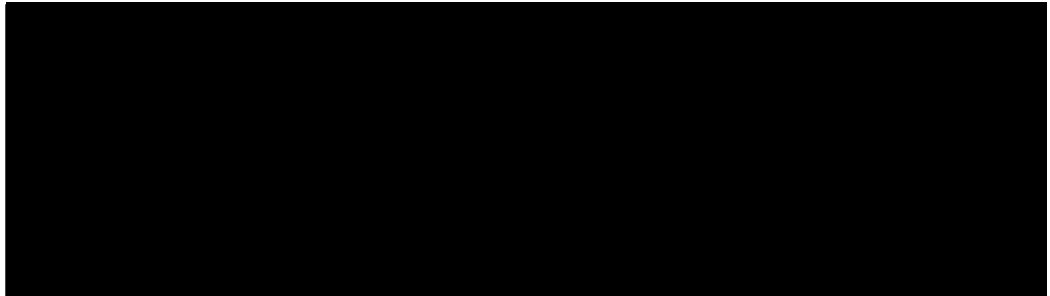
*Authorized OVERRUNS – see Attachment D.

Fuel Retainage:

[REDACTED]

[REDACTED]

[REDACTED]



Subject to adjustment for any increase or decrease in (i) surcharges prescribed by the FERC, (ii) any applicable approved tariff calculated lost and unaccounted for gas, (iii) any state or local taxes imposed on the operation or inventories of the Facility, and (iv) any material change in federal, state or local taxation, Customer shall not be liable for any rates or charges for firm service other than as shown above.

8. Customer Status

- a. Anchor Customer X
- b. Supporting Customer —
- c. Other —

Attachment B

SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule FLS)

This Agreement, is made and entered into this ____ day of _____, _____, by and between Northeast Energy Center, LLC a Delaware limited liability company (hereinafter referred to as "Company") and The Narragansett Electric Company d/b/a National Grid, a Rhode Island company (hereinafter referred to as "Customer").

WHEREAS, Company owns and operates a natural gas liquefaction and storage facility located in Massachusetts (the "Facility");

WHEREAS, Customer desires that Company provide Customer with natural gas liquefaction, storage and delivery service at Company's Facility;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, Company and Customer agree as follows:

ARTICLE I
SERVICE TO BE PROVIDED

Subject to the terms and provisions of this Agreement, Rate Schedule FLS and the General Terms and Conditions of Company's FERC Gas Tariff, as each may be amended from time to time, Company shall, on a firm basis, receive, liquefy, store and deliver Gas for Customer for Customer's account as follows:

Customer agrees to deliver to Company and Company agrees to accept, liquefy and store for Customer, such quantities of Gas as may be requested by Customer up to the maximum daily liquefaction quantity (MDLQ) and maximum storage quantity (MSQ) set forth on Appendix B.

Company agrees to deliver to Customer and Customer agrees to receive from Company such quantities of Gas as may be requested by Customer up to the maximum daily truck quantity (MDTQ) set forth on Appendix B.

ARTICLE II
EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall become effective as of the date first written above and shall remain in effect for a term of fifteen (15) years, commencing on April 1, 2019 or such later date when Company shall notify Customer that those facilities required to provide service pursuant to Rate Schedule FLS are completed and in service ("Primary Term"), and, subject to any contract extension rights granted to Customer in Appendix B attached hereto, year-to-year

thereafter until terminated by either party by giving at least twelve (12) months prior written notice.

**ARTICLE III
RATE**

Customer shall pay Company for service rendered hereunder in accordance with Rate Schedule FLS and as specified in Appendix A to this Agreement.

**ARTICLE IV
POINTS OF RECEIPT AND DELIVERY**

The Points of Receipt and Delivery for all Gas Tendered and Delivered pursuant to this Agreement shall be as set forth on Appendix B.

**ARTICLE V
NOTICE**

Unless otherwise provided in the General Terms and Conditions of Company's FERC Gas Tariff, notices to either party shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or first class mail to the address of the parties hereto, as follows:

If to Company: Northeast Energy Center, LLC
C/O Liberty Utilities
Attention: VP Project Development
354 Davis Road, Oakville, Ontario L6J 2X1
Telephone: 905 465 6111
Facsimile: 905-465-4514
E-mail: Chris.Thompson@libertyutilities.com
Michael.Petit@libertyutilities.com

With a copy to:

Northstar Industries
Attention: Tom Quine, President
126 Merrimack Street
Methuen, MA 01844
Telephone: 978-975-5500
Facsimile: 978-975-9975
Email: tquine@northstarind.com

If to Customer: The Narragansett Electric Company d/b/a National Grid
Attention: Samara Jaffe
100 E. Old Country Rd.
Hicksville, NY 11801
Telephone: 516 545 5408
Facsimile: 516 545 5468
E-mail: Samara.Jaffe@nationalgrid.com

or such other address as either party shall designate by written notice to the other party.

**ARTICLE VI
RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS**

This Agreement is subject to the terms of Rate Schedule FLS and the General Terms and Conditions of Company's FERC Gas Tariff, including any amendments to the same as may be filed and made effective by Company from time to time, which Rate Schedules and General Terms and Conditions are by this reference made a part hereof.

**ARTICLE VII
AGENCY ARRANGEMENTS**

Customer shall have the right to designate an agent or person to provide nomination and scheduling information, to receive invoices and make payments, and to take actions necessary to release capacity for Customer on Customer's behalf subject to the General Terms and Conditions of Company's FERC Gas Tariff.

**ARTICLE VIII
INTERPRETATION**

The interpretation and performance of this Agreement shall be in accordance with the laws of New York, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

**ARTICLE IX
PRIOR CONTRACTS**

When this Agreement becomes effective, it shall supersede (as of the date of commencement of service hereunder) the following agreements between Company and Customer: _____ N/A _____.

**ARTICLE X
MISCELLANEOUS**

10.1 No waiver by either party of any one or more defaults by the other in the

performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

10.2 No presumption shall operate in favor of or against either party hereto as a result of any responsibility either party may have had for drafting this Agreement.

10.3 Capitalized terms used herein, to the extent not otherwise defined, shall have the meanings attributed to them in Company’s approved FERC Gas Tariff.

10.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

Northeast Energy Center, LLC:

Customer:

By: _____

By: _____

Title: _____

Title: _____

APPENDIX A

To


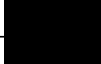

Rate Schedule FLS Service Agreement between
Northeast Energy Center, LLC (Company)

and

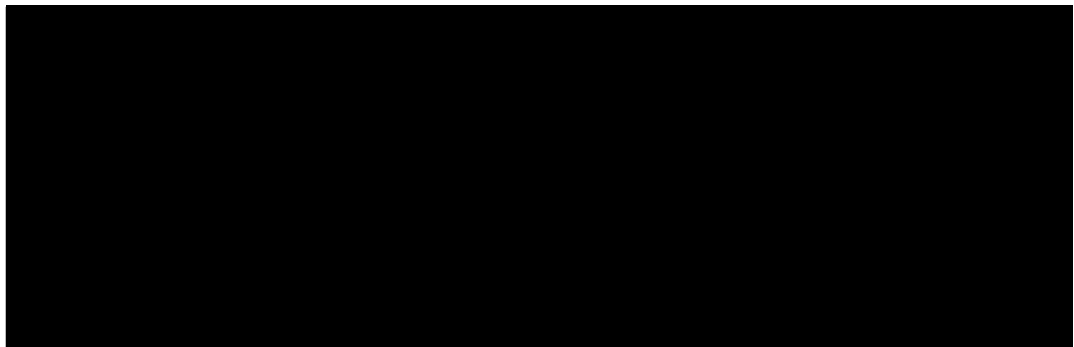
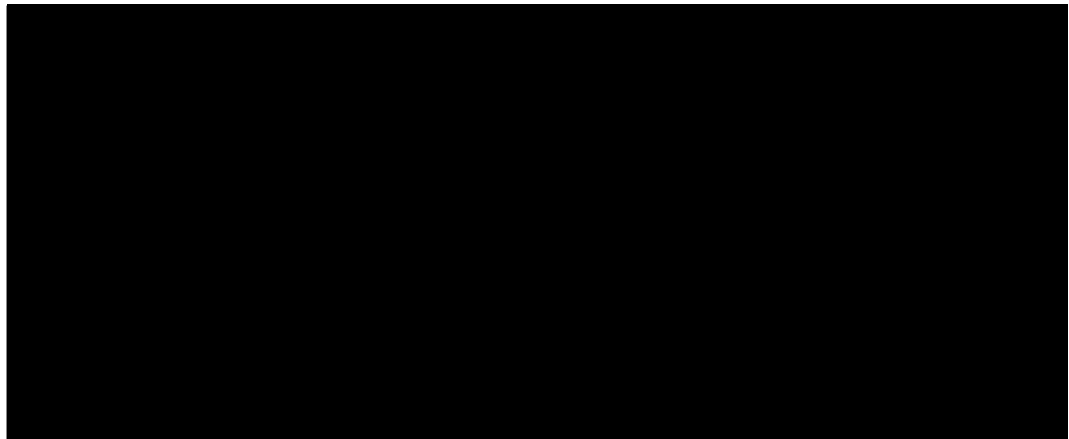
The Narragansett Electric Company d/b/a National Grid (Customer)

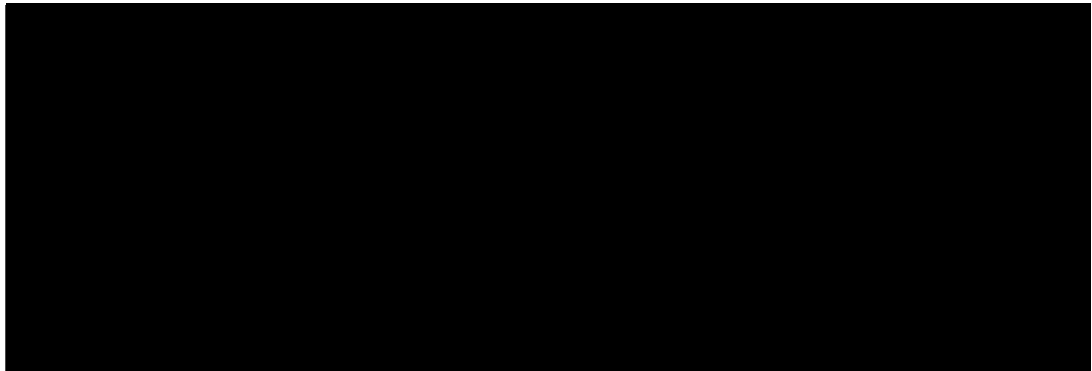
Rates (calculated in accordance with the Statement of Rates and Rate Schedule FLS in
Company's FERC Gas Tariff)

Liquefaction and Delivery Service

Liquefaction Capacity Reservation Charge	\$		per dth-day
Truck Loading Charge*	\$		per dth
Liquefaction Usage Charge*	\$		per dth

Other Rate-Related Terms (if applicable):





Subject to adjustment for any increase or decrease in (i) surcharges prescribed by the FERC, (ii) any applicable approved tariff calculated lost and unaccounted for gas, (iii) any state or local taxes imposed on the operation or inventories of the Facility, and (iv) any material change in federal, state or local taxation, Customer shall not be liable for any rates or charges for firm service other than as shown above.

Company:

Customer:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

APPENDIX B

To

To Rate Schedule FLS Service Agreement between
Northeast Energy Center, LLC (Company)
and

The Narragansett Electric Company d/b/a National Grid (Customer)

Quantity:

Maximum Daily Liquefaction Quantity (MDLQ) 1,780 Dth/d

Summer Season (April 1 – October 31):

Requested Maximum Storage Quantity (MSQ) 8,900 Dth

Maximum Daily Truck Quantity (MDTQ) 2 trucks per day

Winter Season (November 1 – March 31):

Requested Maximum Storage Quantity (MSQ) 5,340 Dth

Maximum Daily Truck Quantity (MDTQ) 1 trucks per day

Point(s) of Receipt and Delivery:

Primary Point of Receipt:

Facility / Tennessee Gas Pipeline Company, L.L.C. (equal to Customer's MDLQ)
Interconnection

Primary Point of Delivery:

Flange outlet of Facility (equal to Customer's MDTQ)
Truck Loading Dock

Other Terms and Conditions:

Customer X does/ does not have a ROFR pursuant to the GT&C of Company's FERC Gas
Tariff. Service pursuant to this Appendix B shall commence as of _____.

Company:

Customer:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment C – Selected Operational Terms and Conditions of Service

Supplier reserves the right to reject requests for liquefaction if service nominations, in aggregate from all customers, are insufficient to meet the minimum operating levels of the Facility. This minimum threshold is defined as 7,000 dth/day.

April 1 - October 31:

Supplier would provide liquefaction services up to Customers MDLQ. Supplier would provide a negotiated maximum of five (5) days of on-site storage for the MDLQ (MDLQ times 5) and two (2) truck loading slots per day.

November 1 – March 31:

Supplier would provide liquefaction services up to Customers MDLQ. Supplier would provide a negotiated maximum of three (3) days of on-site storage for the MDLQ (MDLQ times 3) and one (1) truck loading slot per day.

Fuel Retainage shall be assessed to Customer by Supplier in accordance with the provisions of Appendix A.

Supplier reserves the right to reject trucks that are not compatible with the Facility or present unacceptable risks to the site or Facility.

Supplier will undertake commercially reasonable efforts to schedule routine maintenance during the period November 1 to March 31 of each year.

In the event that Supplier is unable by reason of force majeure or operational conditions (which shall include scheduled and unscheduled maintenance) to carry out its obligations for service, the obligation to provide service will be suspended to the extent affected by the force majeure or operational condition; provided however Supplier shall use all reasonable dispatch to remedy, and avoid adverse impact of, any such event on Customer. Supplier will not provide reservation charge credits for such events. Notwithstanding the foregoing, should the duration of a single such event exceed ninety (90) days, Customer shall not be liable for Reservation Charges for the period from the ninety first (91st) day through the date Supplier resumes service under this Agreement following the conclusion of that particular force majeure or operational condition event. It is understood by the parties that rejection of a nomination for failure to meet the minimum nomination threshold of 7,000 dth/day discussed herein shall not release Customer from liability for Reservation Charges.

During cold-starts, Supplier will require ramp-up time to reach Customer's full MDLQ, in which case Customer agrees to provide such applicable quantities of gas to Company at the Tennessee Gas Pipeline Company, LLC interconnect. Customer acknowledges that quantities delivered on a cold-start day may not achieve Customer's MDLQ.

If the pressures on the facilities of Tennessee Gas Pipeline Company, L.L.C. at the interconnection with Facility fall below 400 PSIG, Supplier may not be able to achieve Customer's full MDLQ. Customer acknowledges that Supplier has no control over the pressures of TGP. Unless waived by Supplier, Customer gas tendered to Company at the Tennessee Gas Pipeline Company, L.L.C. interconnect must meet the gas quality specifications in the Tennessee Gas Pipeline Company, L.L.C. FERC Gas Tariff.

To the extent the Supplier is unable to provide Customer with its full MDLQ, Supplier shall pro-rate capacity among all firm customers pursuant to its FERC Gas Tariff.

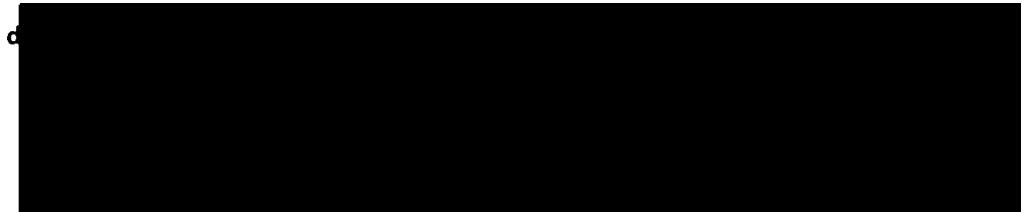
Attachment D – Anchor and Supporting Customer Qualification and Rights

1. **Anchor Customer Qualification and Rights.**

- a. **Minimum Bid.** Bidders will be deemed Anchor Customers by submitting a conforming bid during the Open Season agreeing to a minimum quantity of 5,000 MDLQ (together with such commitments to the project that are made by such Customer’s affiliates) for a minimum initial service term of fifteen (15) years. For purposes of determining Customer’s status as an Anchor Customer, Supplier will consider the Customer and its affiliates as a single entity and will aggregate the Customer’s commitments under it and its affiliates’ Precedent Agreements.

- b. **Proration of Capacity.** The Parties agree that the Precedent Agreement shall be deemed to be a binding bid in the Supplier Open Season. The Open Season shall provide that, as an Anchor Customer, Customer’s Capacity Reservation volumes may not be reduced by proration if the capacity offered in the Open Season is oversubscribed, unless such proration is ordered by FERC to accommodate the bids of other Anchor Customers.

- c. **Most Favored Nation Right.** The Parties Agree that the Service Agreement will be subject to a Most Favored Nations clause providing that in no event shall Customer’s reservation rate(s) (as adjusted) be greater than any other rate(s) paid by any other Customer executing a Service Agreement with a term of seven (7) years or greater.

d. 

- e. **Right of First Refusal ("ROFR").** The Parties agree that the Service Agreement shall include a ROFR pursuant to Supplier's FERC Gas Tariff and that the Service Agreement shall continue to have a ROFR through the initial term and any extensions thereof.

2. **Supporting Customer Status and Rights.**

- a. **Minimum Bid.** Bidders will be deemed Supporting Customers by submitting a conforming bid during the Open Season agreeing to a minimum quantity of 1000 MDLQ (together with such commitments to the project that are made by such Customer's affiliates) for a minimum initial service term of fifteen (15) years. For purposes of determining Customer's status as a Supporting Customer, Supplier will consider the Customer and its affiliates as a single entity and will aggregate the Customer's commitments under it and its affiliates' Precedent Agreements.
- b. **Proration of Capacity.** The Parties agree that the Precedent Agreement shall be deemed to be a binding bid in the Supplier Open Season. The Open Season shall provide that, as a Supporting Customer, Customer's Capacity Reservation volumes may not be reduced by proration if the capacity offered in the Open Season is oversubscribed, unless such proration is necessary to accommodate the bids of Anchor Customers or unless such proration is ordered by FERC to accommodate the bids of other Supporting Customers.
- c. **Most Favored Nation Right.** The Parties Agree that the Service Agreement will be subject to a Most Favored Nations clause providing that in no event shall Customer's reservation rate(s) (as adjusted) be greater than any other rate(s) paid by any other Customer executing a Service Agreement with a term of seven (7) years or greater, except for an Anchor Customer.

- d. **Authorized Overrun Rights.** Customer has the right to utilize liquefaction capacity above its MDLQ by paying \$2.00 per MMBtu plus all applicable variable costs including fuel. Overrun rights would have priority over interruptible services but not over other firm quantities.
- e. **Right of First Refusal ("ROFR").** The Parties agree that the Service Agreement shall include a ROFR pursuant to Supplier's FERC Gas Tariff and that the Service Agreement shall continue to have a ROFR through the initial term and any extensions thereof.

Amendment ID # 3562 1000006049
(TO CONTRACT ID # 4198)

**AMENDMENT TO
PRECEDENT AGREEMENT**

This amendment ("Amendment"), dated as of July 29th, 2015, is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 (the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties."

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "January 1, 2016" in Section 2(b) and replacing it with "March 1, 2016".
2. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "January 1, 2016" and "January 15, 2016" as they appear in Section 3(b), and replacing the dates with "March 1, 2016" and "March 15, 2016", respectively.
3. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "April 1, 2019" and "April 15, 2019" as they appear in Section 3(c) and replacing the dates with "June 1, 2019" and "June 15, 2019", respectively.
4. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "January 15, 2016" and "January 31, 2016" as they appear in Section 5(c), and replacing the dates with "March 15, 2016" and "March 31, 2016", respectively.
5. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "March 1, 2016" as it appears in Section 5(e), and replacing the date with "May 1, 2016".



6. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

7. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

NORTHEAST ENERGY CENTER, LLC

By: Michael Petit
Printed Name: Michael PETIT
Title: DEVELOPMENT MANAGER

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

By: [Signature] for LLC
Printed Name: John V. Vaughn
Title: Authorized Signatory

Amendment ID # 3791 1000006239
LVO ~~AGREEMENT~~ CONTRACT ID # 4198

**SECOND AMENDMENT TO
PRECEDENT AGREEMENT**

This second amendment ("Amendment"), dated as of February 17th, 2016, is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and Amended on July 29, 2015 (the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties."

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "**March 1, 2016**" in Section 2(b) and replacing it with "**April 1, 2016**".
2. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**March 1, 2016**" and "**March 15, 2016**" as they appear in Section 3(b), and replacing the dates with "**April 1, 2016**" and "**April 15, 2016**", respectively.
3. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**June 1, 2019**" and "**June 15, 2019**" as they appear in Section 3(c) and replacing the dates with "**August 1, 2019**" and "**August 15, 2019**", respectively.
4. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**July 1, 2022**" and "**July 30, 2022**" as they appear in Section 3(d) and replacing the dates with "**August 1, 2022**" and "**August 30, 2022**", respectively.
5. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**March 15, 2016**" and "**March 31, 2016**" as they appear in Section 5(c), and replacing the dates with "**April 15, 2016**" and "**April 30, 2016**", respectively.



6. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "May 1, 2016" as it appears in Section 5(e), and replacing the date with "June 1, 2016".

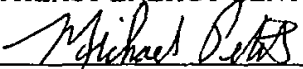
7. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the volume "5,000" as it appears in Attachment D Section 1(a) and replacing the volume with "10,000".

8. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

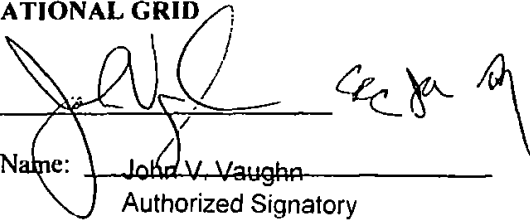
9. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

NORTHEAST ENERGY CENTER, LLC

By: 
Printed Name: MICHAEL PETIT
Title: DEVELOPMENT MANAGER

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

By: 
Printed Name: John V. Vaughn
Authorized Signatory
Title: _____

Amendment ID # 3829 1000006551
LTD CONTRACT ID # 4198

**THIRD AMENDMENT TO
PRECEDENT AGREEMENT**

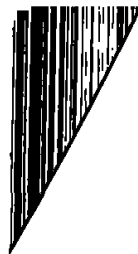
This third amendment ("Amendment"), dated as of March 30th, 2016, is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and Amended on July 29, 2015 and on February 17, 2016 (the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties."

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "**April 1, 2016**" in Section 2(b) and replacing it with "**May 1, 2016**".
2. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**April 1, 2016**" and "**April 15, 2016**" as they appear in Section 3(b), and replacing the dates with "**May 1, 2016**" and "**May 15, 2016**", respectively.
3. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**August 1, 2019**" and "**August 15, 2019**" as they appear in Section 3(c) and replacing the dates with "**September 1, 2019**" and "**September 15, 2019**", respectively.
4. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**August 1, 2022**" and "**August 30, 2022**" as they appear in Section 3(d) and replacing the dates with "**September 1, 2022**" and "**September 30, 2022**", respectively.
5. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "**April 15, 2016**" and "**April 30, 2016**" as they appear in Section 5(c), and replacing the dates with "**May 15, 2016**" and "**May 31, 2016**", respectively.





6. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "June 1, 2016" as it appears in Section 5(e), and replacing the date with "July 1, 2016".

7. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

8. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

NORTHEAST ENERGY CENTER, LLC

By: Michael Petit
Printed Name: MICHAEL PETIT
Title: DEVELOPMENT MANAGER

THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID

By: John Vaughn
Printed Name: John Vaughn
Title: Authorized Signatory

Amendment ID # 3853
(TO CONTRACT ID # 4198) 1000006575

**FOURTH AMENDMENT TO
PRECEDENT AGREEMENT**

This fourth amendment ("Amendment"), dated as of April 25, 2016, is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and Amended on July 29, 2015, on February 17, 2016, and on March 30, 2016 (the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties."

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "May 1, 2016" in Section 2(b) and replacing it with "May 15, 2016".
2. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "May 1, 2016" and "May 15, 2016" as they appear in Section 3(b), and replacing the dates with "May 15, 2016" and "May 31, 2016", respectively.
3. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "September 1, 2019" and "September 15, 2019" as they appear in Section 3(c) and replacing the dates with "September 15, 2019" and "September 30, 2019", respectively.
4. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "September 1, 2022" and "September 30, 2022" as they appear in Section 3(d) and replacing the dates with "September 15, 2022" and "October 15, 2022", respectively.
5. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "May 15, 2016" and "May 31, 2016" as they appear in Section 5(c), and replacing the dates with "May 31, 2016" and "June 15, 2016", respectively.



3853

6. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the date "July 1, 2016" as it appears in Section 5(e), and replacing the date with "July 15, 2016".

7. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.

8. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

NORTHEAST ENERGY CENTER, LLC

By: Michael Petit

Printed Name: MICHAEL PETIT

Title: DEVELOPMENT MANAGER

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

By: John V. Vaughn CRC JA

Printed Name: _____

Title: John V. Vaughn
Authorized Signatory

Amendment ID # 4485
(TO CONTRACT ID # 4198)

T0008166

**Fifth AMENDMENT TO
PRECEDENT AGREEMENT**

This fifth amendment ("Amendment"), dated as of ^{DECEMBER} ~~November~~ 27, 2017, is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and Amended on July 29, 2015, February 17, 2016, March 30, 2016, and on April 25, 2016 (the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties."

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement as follows:

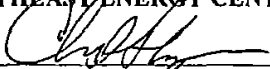
1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "September 15, 2019" and "September 30, 2019" as they appear in Section 3(c) and replacing the dates with "June 15, 2020" and "July 1, 2020", respectively.
2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.



**Fifth AMENDMENT TO
PRECEDENT AGREEMENT**

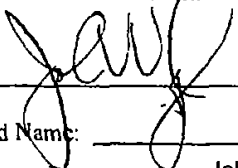

NORTHEAST ENERGY CENTER, LLC

By: 

Printed Name: CHRISTOPHER D. THOMPSON

Title: _____

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID**

By:  

Printed Name: _____

John V. Vaughn
Authorized Signatory

Title: _____

Amendment ID # 4759
(LTD CONTRACT ID # 4148)

1000009701
Execution Version

**SIXTH AMENDMENT TO
PRECEDENT AGREEMENT**

This sixth amendment ("Amendment"), dated as of August 10, 2018 (the "Effective Date"), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016 and December 27, 2017 (as so amended, the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties", and individually, each a "Party".

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility that would be certificated and operated pursuant to the regulations of the Federal Energy Regulatory Commission ("FERC");

WHEREAS, Supplier has requested that Customer allow Supplier the discretion to pursue jurisdiction by FERC and/or the Massachusetts Energy Facilities Siting Board ("EFSSB"); and

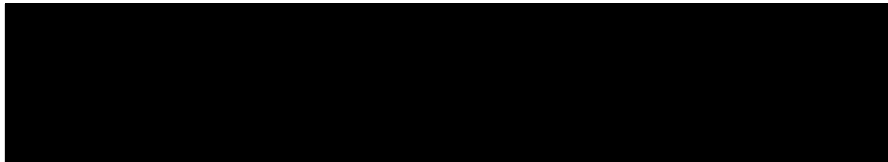
WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement as follows:

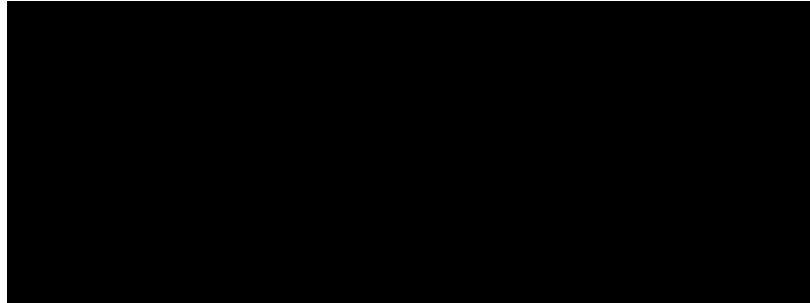
- 1. Effective as of the Effective Date,
 - a. the Agreement notice information for Supplier in Section 14 and notice information in Attachment A to the Agreement following the words "Send to" on page 1 are hereby changed and amended by deleting such notice information and replacing it with the following:

"Northeast Energy Center, LLC
c/o Liberty Energy Trust
Attention: Liqun Pan
100 Front Street, Suite 900 West
Conshohocken, PA 19428
Telephone: +1.610.941.5063
Email: liqunpan@libertyenergytrust.com
babrevnov@libertyenergytrust.com"

- b. Section 1 of the Agreement is amended to add the following at the end thereof:



Execution Version



- c. Section 7 of the Agreement is amended to add the following at the end thereof:

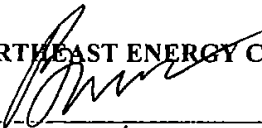
“If, in the future, Customer desires to supply LNG from the Facility to the Providence FERC jurisdictional LNG storage and, in connection therewith, it is determined that such service would subject the Facility to FERC jurisdiction, then Supplier shall, with timely notice from Customer and with full Customer’s cooperation, apply for and acquire any FERC authorizations necessary to provide such service consistent with the rates, terms and conditions of the Agreement. Further, in the event that Supplier pursues EFSB authorization in lieu of FERC authorization, Supplier shall take all reasonable measures to ensure that there is no diminution of service to Customer as a result of such decision. In the event that Customer suffers any material diminution of service resulting from such decision and Supplier can’t cure the situation within a reasonable period of time, Customer shall be entitled to such relief hereunder as it reasonably deems necessary to mitigate such diminution of service.”

- d. any reference in the Agreement to “FERC” shall be deemed replaced with a reference to “FERC or EFSB”, *mutatis mutandis*.
- 2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
 - 3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.


[Signature page follows.]

Execution Version

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER, LLC


By: *Boaz Brewer*
Title:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID
 *chc jr*

By: John V. Vaughn
Title: Authorized Signatory

Amendment ID # 5116
(LTD CONTRACT ID # 4198)

T000009283

SEVENTH AMENDMENT TO
PRECEDENT AGREEMENT

This seventh amendment ("Amendment"), dated as of June 5, 2020 (the "Effective Date"), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016, December 27, 2017 and August 10, 2018 (as so amended, the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties", and individually, each a "Party".

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility ("Facility") that would provide specified services to Customer;

WHEREAS, the permitting and construction processes for the Facility are likely to be affected by the Governor of Massachusetts' Declaration of a State of Emergency to Respond to COVID-19 (No. 591) ("Declaration") and a series of orders issued thereunder or likely to be issued in the future closing certain workplaces and establishing guidelines and procedures for all construction sites, including the establishment of safety plans, oversight and reporting;

WHEREAS, the Declaration and related guidelines will likely affect the timing of the issuance of permits, licenses and approvals with respect to the Facility;

WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility's construction, all in a manner not contemplated within the Agreement; and

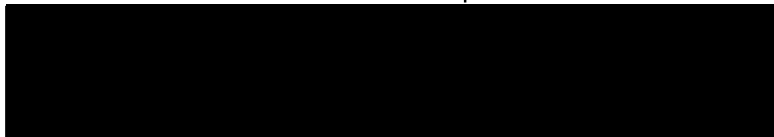
WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement effective as of the date stated above, as follows:

- 1. The first sentence of Section 3(c) of the Agreement is amended to read as follows:

Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "June 15, 2020" and "July 1, 2020" as they appear in Section 3(c) and replacing the dates with "December 15, 2020" and "December 31, 2020," respectively.

- 2. Section 3(d) of the Agreement is amended to read as follows:

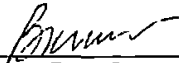


3. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
4. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

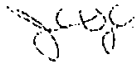
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER LLC

By: 
Name: Boris Brevnov
Title: Managing Member

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: 
Name: John V. Vaughn
Title: Authorized Signatory

EIGHTH AMENDMENT TO
PRECEDENT AGREEMENT

This eighth amendment ("Amendment"), dated as of December 7, 2020 (the "Effective Date"), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016, December 27, 2017, August 10, 2018 and June 5, 2020 (as so amended, the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties", and individually, each a "Party".

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility ("Facility") that would provide specified services to Customer;

WHEREAS, the permitting and construction processes for the Facility are likely to be affected by the Governor of Massachusetts' Declaration of a State of Emergency to Respond to COVID-19 (No. 591) ("Declaration") and a series of orders issued thereunder or likely to be issued in the future closing certain workplaces and establishing guidelines and procedures for all construction sites, including the establishment of safety plans, oversight and reporting;

WHEREAS, the Declaration and related guidelines affect the timing of the issuance of permits, licenses, and approvals with respect to the Facility;

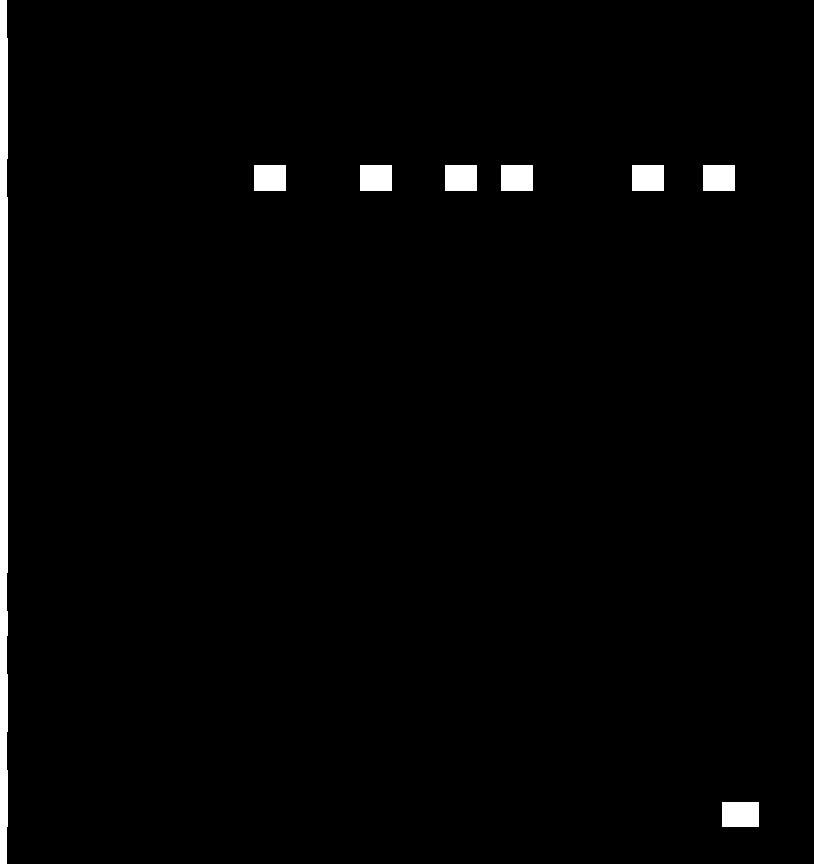
WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility's construction, all in a manner not contemplated within the Agreement; and

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement effective as of the date stated above, as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "December 15, 2020" and "December 31, 2020" as they appear in the first sentence of Section 3(c), as amended, and replacing the dates with "April 30, 2021" and "May 15, 2021," respectively.

2. Section 3(d) of the Agreement is deleted in entirety and replaced to read as follows:



3. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
4. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER LLC

By: 
Name: Boris Brevnov
Title: Managing Member

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: _____
Name: John V. Vaughn
Title:

NINTH AMENDMENT TO
PRECEDENT AGREEMENT

This ninth amendment (“Amendment”), dated as of April 29, 2021 (the “Effective Date”), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC (“Supplier”) and The Narragansett Electric Company d/b/a National Grid (“Customer”), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016, December 27, 2017, August 10, 2018 and June 5, 2020 and December 7, 2020 (as so amended, the “Agreement”). Supplier and Customer are collectively referred to herein as the “Parties”, and individually, each a “Party”.

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility (“Facility”) that would provide specified services to Customer;

WHEREAS, the permitting and construction processes for the Facility are likely to be affected by the Governor of Massachusetts’ Declaration of a State of Emergency to Respond to COVID-19 (No. 591) (“Declaration”) and a series of orders issued thereunder or likely to be issued in the future closing certain workplaces and establishing guidelines and procedures for all construction sites, including the establishment of safety plans, oversight and reporting;

WHEREAS, the Declaration and related guidelines affect the timing of the issuance of permits, licenses, and approvals with respect to the Facility;

WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility’s construction, all in a manner not contemplated within the Agreement; and

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement effective as of the date stated above, as follows:

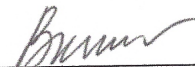
1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates “April 30, 2021” and “May 15, 2021” as they appear in the first sentence of Section 3(c), as amended, and replacing the dates with “July 30, 2021” and “August 15, 2021,” respectively.
2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

REDACTED

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER LLC

By: 
Name: Boris Brevnov
Title: Managing Member

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: 
Name: Terrence Kain
Title: Authorized Signatory

TENTH AMENDMENT TO
PRECEDENT AGREEMENT

This tenth amendment ("Amendment"), dated as of July 26, 2021 (the "Effective Date"), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC ("Supplier") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016, December 27, 2017, August 10, 2018, June 5, 2020, December 7, 2020 and April 29, 2021 (as so amended, the "Agreement"). Supplier and Customer are collectively referred to herein as the "Parties", and individually, each a "Party".

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility ("Facility") that would provide specified services to Customer;

WHEREAS, the permitting and construction processes for the Facility are likely to be affected by the Governor of Massachusetts' Declaration of a State of Emergency to Respond to COVID-19 (No. 591) ("Declaration") and a series of orders issued thereunder or likely to be issued in the future closing certain workplaces and establishing guidelines and procedures for all construction sites, including the establishment of safety plans, oversight and reporting;

WHEREAS, the Declaration and related guidelines affect the timing of the issuance of permits, licenses, and approvals with respect to the Facility;

WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility's construction, all in a manner not contemplated within the Agreement; and

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement effective as of the date stated above, as follows:

1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "July 30, 2021" and "August 15, 2021" as they appear in the first sentence of Section 3(c), as amended, and replacing the dates with "September 30, 2021" and "October 15, 2021," respectively.
2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

REDACTED

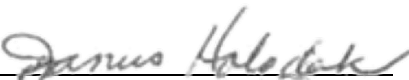
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER LLC

By: 
Name: Boris Brevnov
Title: Managing Member

The Narragansett Electric Company d/b/a NATIONAL GRID

By: 
Name:
Title:

ELEVENTH AMENDMENT TO
PRECEDENT AGREEMENT

This eleventh amendment (“Amendment”), dated as of September 21, 2021 (the “Effective Date”), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC (“Supplier”) and The Narragansett Electric Company d/b/a National Grid (“Customer”), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016, December 27, 2017, August 10, 2018, June 5, 2020, December 7, 2020, April 29, 2021 and July 26, 2021 (as so amended, the “Agreement”). Supplier and Customer are collectively referred to herein as the “Parties”, and individually, each a “Party”.

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility (“Facility”) that would provide specified services to Customer;

WHEREAS, the permitting and construction processes for the Facility are likely to be affected by the Governor of Massachusetts’ Declaration of a State of Emergency to Respond to COVID-19 (No. 591) (“Declaration”) and a series of orders issued thereunder or likely to be issued in the future closing certain workplaces and establishing guidelines and procedures for all construction sites, including the establishment of safety plans, oversight and reporting;

WHEREAS, the Declaration and related guidelines affect the timing of the issuance of permits, licenses, and approvals with respect to the Facility;

WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility’s construction, all in a manner not contemplated within the Agreement; and

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement effective as of the date stated above, as follows:


1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates “September 30, 2021” and “October 15, 2021” as they appear in the first sentence of Section 3(c), as amended, and replacing the dates with “October 15, 2021” and “November 1, 2021,” respectively.
2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

REDACTED

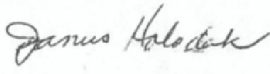
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER LLC

By: 
Name: Boris Brevnov
Title: Managing Member

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: 
Name: James G. Holodak, Jr.
Title: Vice President

TWELFTH AMENDMENT TO
PRECEDENT AGREEMENT

This twelfth amendment (“Amendment”), dated as of October 12, 2021 (the “Effective Date”), is made to that certain Precedent Agreement entered into by and between Northeast Energy Center, LLC (“Supplier”) and The Narragansett Electric Company d/b/a National Grid (“Customer”), dated May 15, 2015 and amended on July 29, 2015, February 17, 2016, March 30, 2016, April 25, 2016, December 27, 2017, August 10, 2018, June 5, 2020, December 7, 2020, April 29, 2021, July 26, 2021 and September 21, 2021 (as so amended, the “Agreement”). Supplier and Customer are collectively referred to herein as the “Parties”, and individually, each a “Party”.

WHEREAS, the Agreement contemplated that Supplier would develop, permit, construct, own and operate a natural gas liquefaction and storage facility (“Facility”) that would provide specified services to Customer;

WHEREAS, the permitting and construction processes for the Facility are likely to be affected by the Governor of Massachusetts’ Declaration of a State of Emergency to Respond to COVID-19 (No. 591) (“Declaration”) and a series of orders issued thereunder or likely to be issued in the future closing certain workplaces and establishing guidelines and procedures for all construction sites, including the establishment of safety plans, oversight and reporting;

WHEREAS, the Declaration and related guidelines affect the timing of the issuance of permits, licenses, and approvals with respect to the Facility;

WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility’s construction, all in a manner not contemplated within the Agreement; and

WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Supplier and Customer agree to amend the Agreement effective as of the date stated above, as follows:


1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates “October 15, 2021” and “November 1, 2021” as they appear in the first sentence of Section 3(c), as amended, and replacing the dates with “October 31, 2021” and “November 15, 2021,” respectively.
2. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
3. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

REDACTED

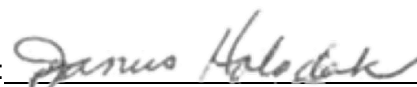
[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date first hereinabove written.

NORTHEAST ENERGY CENTER LLC

By: 
Name: Boris Brevnov
Title: Managing Member

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: 
Name: James G. Holodak, Jr.
Title: Vice President

TRANSACTION CONFIRMATION #1



This Transaction Confirmation is subject to the Base Contract for Sale and Purchase of Natural Gas ("Base Contract") between SELLER and BUYER dated March 21, 2022. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.

SELLER :
UGI Energy Services, LLC (« UGIES »)
835 Knitting Mills Way
Wyomissing, PA 19610
Louis James, Director – Business Development
Phone: (610) 698-8630
Fax: (610) 373-8470

BUYER:
The Narragansett Electric Company
100 Old Country Road
Hicksville NY 11801
Attn: Samara Jaffe, Director- Gas Contracting, Compliance & Hedging
Phone: (516) 545-6068
Fax: (516) 545-5466

Fees and Charges (US\$ per MMBtu):

Gas Commodity Cost: [REDACTED]

Facility Fee: [REDACTED] per MMBtu of MCQ or [REDACTED] paid in eight (8) equal monthly installments of [REDACTED] starting April 2022. BUYER is responsible for the Demand Charges irrespective of quantities called upon during the Delivery period.

Delivery Period: April 1, 2022 – November 30, 2022.

Delivery Point(s): SELLER’s facilities located in Mehoopany, Pennsylvania

Performance Obligation:

Firm Interruptible (Describe): _____

Contract Quantity: Maximum Contract Quantity ("MCQ"): 100,000 MMBtu
Incremental quantities shall be negotiated by the Parties, available at the sole discretion of SELLER.

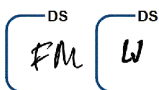
Maximum Daily Quantity ("MDQ"): Nine (9) trucks per weekday. In no event shall BUYER’s right to nominate LNG volumes up to the MDQ result in BUYER (a) exceeding its MCQ; nor (b) exceeding a combined MDQ of Nine (9) trucks per weekday, under both this Transaction Confirmation and the Transaction Confirmation in effect with Boston Gas Company.

UGIES will coordinate with BUYER, to the extent possible, to develop an efficient trucking schedule that will complement BUYER’s usage profile, including the possibility of a higher MDQ at times during the Delivery Period.

Comments: BTU Value shall be below 1070 btu/scf.

UGI Energy Services, LLC
DocuSigned by:

By: [Signature]
Name: Anthony Cox
Title: Vice President
Date: 08-Apr-2022 | 11:14 AM EDT



The Narragansett Electric Company

By: [Signature]
Name: James G. Holodak, Jr..
Title: Vice President
Date: April 12, 2022

LIQUEFIED NATURAL GAS SUPPLY AND DELIVERY AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of March 31st, 2022 (the “**Agreement Date**”)

AMONG:

THE NARRAGANSETT ELECTRIC COMPANY, a Rhode Island Corporation (“**Customer**”)

– and –

GAZ MÉTRO LNG, L.P., a limited partnership organized under the laws of the Province of Québec, acting through its general partner, GAZ MÉTRO LNG INC (“**GM LNG**”).

Customer and GM LNG are individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. GM LNG owns and operates a liquefaction, storage and regasifying plant (the “**LSR Plant**”) located at 11201 Henri-Bourassa Boulevard East, Montréal, Province of Québec, Canada;
- B. Customer desires to purchase from GM LNG LNG (defined below) on the terms and conditions set forth herein in order to have it delivered by GM LNG to certain installations located in the United States of America;
- C. GM LNG wishes to sell LNG to Customer and Customer wishes to purchase such LNG from GM LNG, on a DDP Incoterms® 2010 basis, to be supplied from the LSR Plant or any other LNG plants GM LNG elects to use, if any.

NOW THEREFORE, the Parties agree as follows:

1. **Defined Terms and List of Exhibits:**

Defined Terms

“**Affected Party**” has the meaning set forth in Section 14(a)(i).

“**Affiliate**” shall mean a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person; where the term “control,” “controlled by” or “under common control with” means the power, direct or indirect, to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

“**Agreement**” shall mean this Agreement.

“Agreement Date” has the meaning set forth on page 1 of this Agreement.

“Applicable Laws” shall mean all federal, provincial and state laws and statutes and all regulations with jurisdiction over the Parties to this Agreement and application to the subject matter hereof, and all codes adopted hereunder or incorporated by reference for the storage, handling, loading and transportation of LNG.

“Approval” shall mean any permit, franchise, authorization, approval, grant, license, visa, waiver, exemption, consent, permission, registration, decree, privilege, variance, validation, confirmation or order granted by or filed with any Governmental Authority.

“Boston Gas Company Agreement” means the Liquefied Natural Gas Supply and Delivery Agreement between GM LNG and Boston Gas Company DBA National Grid dated March 31st, 2022.

“Business Day” means any day, except Saturday, Sunday or a statutory or banking holiday observed in either the province of Québec, Canada or the United States of America.

“Commodity Charge” has the meaning set forth in Section 4.1(a).

“Conditions of Service and Tariff” or “Tariff” means the Conditions of natural gas Service and Tariff of Énergir, L.P. as adopted and modified by the Régie from time to time pursuant to the *Act Respecting the Régie de l’énergie* (R.S.Q., c. R-6-01).

“Confidential Information” has the meaning set forth in Section 13(a).

“CQ” has the meaning set forth in Section 3(a)(iii).

“CTEAS” means the Cap-and-Trade System for Greenhouse Gas Emission Allowances.

“Customer” has the meaning set forth on page 1 of this Agreement.

“Defaulting Party” has the meaning set forth in Section 10(a).

“Delivery Point(s)” has the meaning(s) set forth in Section 3(a)(i).

“Delivery Term” has the meaning set forth in Section 2(b).

“Demand Charge” has the meaning set forth in Section 4.1(b).

“Disclosing Party” has the meaning set forth in Section 13(a).

“ERP” has the meaning set forth in Section 7(d).

“Force Majeure” or “Event of Force Majeure” has the meaning set forth in Section 14(a)(ii).

“**Énergir, L.P.**” refers to Énergir, L.P., a public utility having exclusive right to distribute natural gas in its gaseous state in various territories of the province of Québec;

“**GM LNG**” has the meaning set forth on page 1 of this Agreement.

“**Governmental Authority**” shall mean any national, regional, provincial, state or local government, or any subdivision, agency, commission or authority thereof having jurisdiction over this Agreement, a Party, the LSR Plant, Transporter or an LNG Tank including, without limitation, the Régie, the National Energy Board of Canada, the Rhode Island Division of Public Utilities and Carriers and the Rhode Island Public Utilities Commission.

“**GST**” shall mean the Goods and Services Tax.

“**Indemnified Party**” has the meaning set forth in Section 10(a).

“**Insurance Policies**” has the meaning set forth in Section 11(b).

“**Installations**” shall mean the Customer’s natural gas equipment, system, instrumentation and infrastructures located at the Delivery Point and in which the LNG Tank is unloaded and stored.

“**Load**” shall mean a load of LNG Tank on a dual-axle or tri-axle truck.

“**LNG**” shall mean condensed natural gas in a liquid state cooled to a temperature of about –161 Celsius and at or near atmospheric pressure.

“**LNG Request**” has the meaning set forth in Section 6(c).

“**LNG Tank**” shall mean a cryogenic tank transported by Transporter in order to deliver LNG to Customer at the Delivery Point.

“**LSR Plant**” has the meaning set forth on page 1 of this Agreement.

“**MDQ**” has the meaning set forth in Section 3(a)(iii).

“**MMBtu**” shall mean million British thermal unit.

“**Non-Defaulting Party**” has the meaning set forth in Section 16(b)(i).

“**Party**” or “**Parties**” has the meaning set forth on page 1 of this Agreement.

“**Person**” shall mean a corporation, other corporate entity, partnership, association, Governmental Authority or natural person.

“**Price**” has the meaning set forth in Section 4.1.

“**Price for LNG Transportation**” has the meaning set forth in Section 4.1(c).

“**QST**” shall mean the Québec Sales Tax.

“**Régie**” shall mean the Régie de l’énergie du Québec or any successor thereto.

“**Receiving Party**” has the meaning set forth in Section 13(a).

“**TCPL**” shall mean TransCanada Pipelines Limited or any successor.

“**Transporter**” shall mean the transporter(s) appointed by GM LNG to deliver LNG to Customer.

List of Exhibits

Exhibit A – Measurement, Counting and Quality Procedures

Exhibit B – Material Safety Data Sheet

Exhibit C – Transportation Price

Exhibit D – Sworn Declarations with respect to CTEAS

Exhibit E – LNG Request and LNG Confirmation Forms

2. Approvals; Delivery Term.

- (a) Customer and GM LNG shall use reasonable efforts to obtain and maintain in force any Approvals which are required for the performance of this Agreement, and shall cooperate fully with each other whenever necessary for this purpose.
- (b) The “**Delivery Term**” shall begin on April 1st, 2022 and ends on November 30, 2022.

3. Sale and Purchase of LNG:

- (a) GM LNG shall sell and deliver to Customer at the Delivery Point(s) during the Delivery Term all of Customer’s requirements for LNG originating from GM LNG.
 - i. Customer shall purchase and receive from GM LNG, the LNG on DDP Incoterms® 2010 basis, at one of these locations as required by Customer (the “**Delivery Point**”):
 - a. 53 South County Trail, Exeter, RI
 - b. 121 Terminal Road, Providence, RI
 - ii. Moreover, LNG deliveries hereunder are further subject to a maximum contract quantity of 68,000 MMBTU (the “**CQ**”) and a maximum daily quantity (the “**MDQ**”) of up to and not to exceed eight (8) Loads of LNG per day, including the Loads to be delivered the same day pursuant to the Boston Gas Company Agreement.
- (b) Customer acknowledges that no LNG storage services are being provided under this Agreement.

- (c) The transfer of proprietary right of the LNG will occur at the point at which the male LNG coupling of the LNG Tank joins the female LNG coupling of the Customer's Installations at the Delivery Point(s). Title in respect of the LNG sold by GM LNG pursuant to this Agreement shall pass from GM LNG to Customer as the LNG passes this point.

4. **Pricing and Taxes:**

4.1 Price

Customer shall pay the "Commodity Charge", the "Demand Charge" and the "Price for LNG Transportation" (collectively referred as the "**Price**") to GM LNG.

- (a) The "**Commodity Charge**" is the price that shall be paid by the Customer for each MMBtu delivered by GM LNG to the Delivery Point(s), which is composed of:

- i. [REDACTED]
- ii. [REDACTED]
- iii. [REDACTED]

- (b) The "**Demand Charge**" is a fixed fee of [REDACTED] CAD payable in eight equal monthly installments of [REDACTED] CAD, which will be invoiced each month of the Delivery Term in accordance with Section 8.

If, due to its fault or an Event of Force Majeure affecting GM LNG, GM LNG fails to deliver a portion of the CQ that Customer has ordered to the Delivery Point(s), or that Customer can reasonably demonstrate would have ordered such portion of the CQ in accordance with this Agreement, [REDACTED]

[REDACTED] Customer shall offer reasonable opportunities to GM LNG to provide make-up deliveries.

- (c) "**Price for LNG Transportation**" shall be composed of:
 - i. The transportation fees set forth in Exhibit C based on the Transporter selected for a delivery by GM LNG.

ii. Any additional charges reasonably occurred as a result of route changes required by the DOT or other regulatory agencies will be billed to Customer in addition to the fixed transportation fee.

iii. [REDACTED]

(c) Currency Conversion Mechanism – GM LNG will send to Customer, on the first Business Day of each month, the Price of the LNG structure applicable for such month in \$CAD/MMBtu and \$USD/MMBtu. All amounts will be first calculated by GM LNG in Canadian Dollars and then converted into U.S. Dollars by applying the Bank of Canada CAD/USD exchange rate (expressed as the number of US Dollars required to buy one unit of Canadian Dollar) at 4:30 PM on the last Business Day of the preceding month, as published on the web site of the Bank of Canada. The USD/MMBtu Price of the LNG structure will be applicable for the entire month.

Any other amounts stipulated in this Contract in CAD and payable during the Delivery Term will be converted according to the above conversion mechanism.

4.2. General provision

(a) GM LNG shall not charge the GST, QST and the CTEAS to Customer provided that all the LNG purchased by Customer pursuant to this Agreement is consumed inside the United States of America.

Customer understands that GM LNG shall request a sworn declaration in the form of Exhibit D from an authorized signatory of Customer to certify that all the LNG delivered to Customer pursuant to this Agreement will be consumed inside the United States of America (this declaration having to be handed to GM LNG prior to the first delivery), and has been consumed inside the United States of America (this declaration having to be delivered to GM LNG no later than thirty (30) days after the end of the Delivery Term). Customer shall provide such sworn declarations, in the form attached in Exhibit D to this Agreement, in order to be exonerated from the obligation to pay the CTEAS price, the GST and the QST. If requested by a Governmental Authority, other documentation may be required from Customer to ensure that the CTEAS price, the GST and QST do not have to be invoiced to Customer.

The Parties specifically agree that they will respect all Applicable Laws and rules on such matters.

(b) When applicable, Customer shall be responsible for all taxes and charges associated with this Agreement and the deliveries of LNG

hereunder (other than customs duties), and any State sales or use taxes and any taxes, if any, save for any taxes or charges imposed solely on the existence of or income or profit to GM LNG. The Parties agree that they will respect all Applicable Laws and rules with respect to applicable taxes.

- (c) In the event that a change in Applicable Laws or the Tariff occurring after the Agreement Date materially and/or adversely affects the cost to GM LNG in delivering LNG hereunder, the Parties will engage in good faith negotiations to reduce or allocate between the Parties such increased costs.

5. **Warranty of Title and Quiet Possession.**

- (a) All LNG sold and delivered to Customer under this Agreement shall be free and clear of any mortgage, charge, pledge, hypothecation, lien, security interest, assignment, option, equity, execution, claim or other encumbrance of any kind or nature whatsoever, including any agreement to give any of the foregoing, whether or not registered or registrable or whether consensual or arising by operation of Applicable Law.
- (b) GM LNG represents and warrants to Customer that GM LNG:
 - i. is the lawful and beneficial owner of the LNG to be supplied under this Agreement, and that as such it has the right to sell such LNG, free from all claims and encumbrances; and
 - ii. has the full right to sell and dispose of the LNG to be supplied under this Agreement, and that the sale of the LNG to Customer will not contravene any Applicable Law binding on GM LNG, its organizational documents, nor any contract to which GM LNG is a party.
- (c) GM LNG covenants with Customer that Customer shall have quiet possession of the LNG to be supplied under this Agreement.

6. **Operation and Deliveries.**

- (a) The Parties shall coordinate their operational activities and communicate with each other to ensure the safe deliveries of LNG subject to any reasonable security precautions implemented at the Delivery Point by either Party.
- (b) Customer shall provide GM LNG, its contractors, Transporter and Transporter's agents, contractors and their respective employees with access to the Delivery Point(s) solely for the purpose of the delivery of the LNG.
- (c) Customer shall submit, by e-mail to addresses below, its request for LNG deliveries ("**LNG Request**") to GM LNG, on a Business Day between 7:00 a.m. and 4:00 p.m. Eastern Standard Time and at least seventy-two

(72) hours prior to the desired delivery time or scheduled delivery time of the delivery it wishes to cancel or move, whichever comes first; such requests shall specify the following information and any other information requested by GM LNG and be submitted to such person as will be prescribed by GM LNG from time to time:

- the Delivery Point;
- the date and time the LNG is to be delivered;
- the LNG quantity required, in terms of Loads of LNG.

Customer's failure to provide GM LNG with a timely LNG Request, GM LNG may decide, in its sole discretion, to refuse to sell and deliver the LNG requested in the LNG Request to Customer, which refusal shall not relieve Customer of its obligations to pay the Demand Charge.

All LNG Requests must be made by Customer by using the LNG Request Form set forth in Exhibit E and sent by email to: livraisons@gazmetrost.com

With a copy to:

Jean Marcoux
Director, Engineering,
operations and logistics
JMarcoux@gazmetrost.com

- (d) GM LNG will confirm Customer in writing the date, time and LNG quantity that GM LNG will deliver to Customer.
- (e) Customer shall be responsible for the unloading of the LNG in Customer's Installations. If Customer has an unloading procedure Customer shall provide it to GM LNG prior to the first delivery.
- (f) Prior to the first delivery and upon demand after, Customer shall allow a GM LNG technician (or a subcontractor) to visit the Installations of Customer and observe the unloading of the LNG.
- (g) Customer and GM LNG will work with the Transporter to establish a weekly delivery schedule.
- (h) Each unloading will be timed from the time that the LNG Truck passes through the front gate of the Delivery point to the point that the LNG Truck passes through the front gate to enter back onto the paved public road. It is understood that the Customer's Installations must be in a state to permit the safe unloading of the LNG into it at a normal pace without a significant and sustained increase in its pressure, in order to allow a full unload of the LNG Truck within two (2) hours. If as a result of Customer's breach of the terms of this Agreement or insufficient available storage capacity for the LNG quantity requested by Customer LNG Truck cannot be fully unloaded in the Installations during one delivery, GM LNG will be allowed to invoice to Customer the Price for the total quantity of LNG contained in said Load.

- (i) Notwithstanding any other provision of this Agreement, as between Customer and GM LNG, each party shall be solely liable for the fault, negligence, performance or non-performance of any of its subcontractors, agents or employees, and such subcontracting by a party shall in no way discharge or release such party from the full performance and observation of its responsibilities under this Agreement.
- (j) Customer hereby warrants and represents that, consistent with industry standards and Applicable Laws, the Customer's Installations are and shall remain fit for the safe handling and injection of LNG at atmospheric pressure and shall have its systems (including instrumentation) necessary for the safe handling and injection of LNG in good order and condition. Customer also warrants and represents that the Customer's Installations comply and shall continue to comply with, and be fully equipped, supplied, operated, and maintained to comply with, all Applicable Laws, including those that relate to design, safety, environmental protection, and other operational matters, and all procedures, permits, and approvals of Governmental Authorities that are required for the injection of LNG.

7. **Storage and Handling of LNG.**

- (a) In fulfilling their obligations under this Agreement, GM LNG and Customer shall comply fully with all Applicable Laws.
- (b) Both Parties shall ensure that, at all times during the term of this Agreement, each employee and contractor engaged for the purposes of handling, loading or unloading the LNG:
 - i. has been properly screened and poses no known security risk to any of the Parties; and
 - ii. has received adequate training in the handling, storage and unloading of LNG.
- (c) Where applicable, GM LNG will provide an approved emergency response plan ("**ERP**") in compliance with all Applicable Laws, and shall self-provide or retain the services of a supplier who shall provide the services of emergency response in compliance with all Applicable Laws.
- (d) Prior to the deliveries, GM LNG may require to inspect the Customer's Installations at the Delivery Point for security or compliance purposes. GM LNG shall have no duty to do such inspection nor to confirm compliance of the Installations at Delivery Point with the requirements hereunder or under Applicable Law. At any time, at its sole discretion, GM LNG may suspend this Agreement if the Customer's Installations present, in the reasonable opinion of GM LNG, any risk to human safety or to the environment. GM LNG shall notify as soon as possible Customer of any such suspension.

8. **Billing and Payment.**

(a) Following the end of a month during which a LNG delivery has occurred, GM LNG shall deliver to Customer an invoice showing:

- i. the total quantity of LNG delivered to Customer during the preceding month;
- ii. the number of Loads,
- iii. the Price;

together with reasonable supporting detail including but not limited to any bill of lading, customs and import paperwork associated with the LNG.

(b) Customer shall pay to GM LNG the full undisputed amount indicated on each invoice, by way of an electronic transfer of funds in accordance with the instructions set out on the invoice, the whole within twenty (20) calendar days from the invoice date.

If Customer disputes the amount of an invoice in good faith, it shall nevertheless pay the undisputed portion of the invoice within the above-noted time period, and promptly provide an explanation to support the amount disputed. Disputed amounts that are ultimately determined to be payable by Customer to GM LNG shall be paid with interest accrued at the interest rate described below in paragraph (d), from the date of payment through the date of refund or payment. Customer may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement upon Notice in writing to GM LNG within twelve (12) months of the date the invoice or adjustment to an invoice was rendered.

(c) All payments under this Agreement will be in US Dollars.

(d) If a Party fails to pay any amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of: (i) the then effective prime lending rate of interest established from time to time by the National Bank of Canada for loans to commercial customers, plus three percent (3%) per annum from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate.

(e) In any action to collect any amount due under this Agreement, the prevailing Party shall be entitled to recover its legal fees and collection costs as determined by a court of competent jurisdiction.

(f) If Customer fails to pay an invoice in accordance with paragraph 8(b), GM LNG may, at its sole discretion, elect to request pre-payment for all future deliveries of LNG during the Delivery Term.

If so, every month during the Delivery Term, GM LNG shall deliver to Customer an invoice showing the estimated quantity of LNG that will be delivered to Customer during the next month, and the Price estimate in connection with such LNG together with reasonable supporting detail.

Customer shall pay to GM LNG the full amount indicated on this invoice, by way of an electronic transfer of funds in accordance with the instructions set out on the invoice, at the latest five (5) calendar days before the commencement of the next month. If Customer fails to comply with this pre-payment requirement, GM LNG may suspend deliveries of LNG in accordance with Section 16(a), provided that the notice and cure period set forth in that section shall not be required.

Following the end of each month, GM LNG will deliver to Customer a true-up invoice with respect to any amounts or credit owing from or to Customer in order to adjust the initial invoice with the exact Price for the LNG delivered during the month, together with reasonable supporting detail.

GM LNG shall have no obligation to deliver LNG during a month if pre-payment for such month is not received in accordance with this section.

9. **Measurement, counting and quality procedures.**

- (a) The Material Safety Data Sheet of the LNG is attached in Exhibit B to this Agreement.
- (b) The LSR Plant receives its gas from TCPL transportation network. GM LNG makes no other representation or warranty with respect to the compatibility of LNG delivered hereunder with any receiving facilities.
- (c) The Parties agree that the quantity of each shipment of LNG delivered under this Agreement will be established through the increase in weight in kg of the LNG Tank between the beginning of the loading and its end at LSR Plant. The weight of the LNG delivered will be used to determine the quantity of LNG sold and delivered with each loading.
- (d) GM LNG will measure the energy content and the density of the LNG in its tanks at the LSR Plant at or near the flange coupling of the LNG Loading line in accordance with Exhibit A.
- (e) Any measurement procedure of the quantity of LNG and its energy content at another plant than the LSR Plant shall be approved by the Customer before any deliveries of LNG are made from such plant. Such approval may not be unreasonably delayed or withheld.

10. **Indemnities: Liabilities.**

- (a) A Party (a “**Defaulting Party**”) shall indemnify and hold harmless the other Party (the “**Indemnified Party**”) from and against any and all damages,

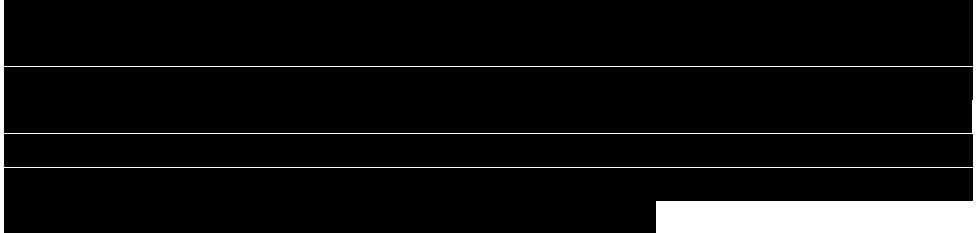
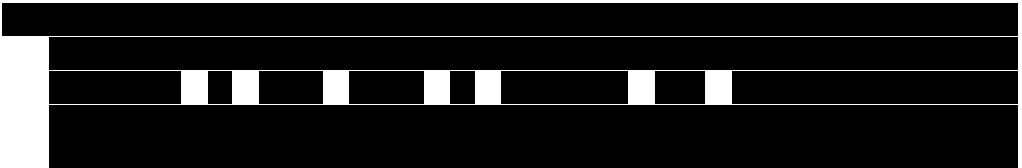
debts, obligations, losses and expenses incurred by the Indemnified Party and that are directly arising out of, resulting from or attributable to the fault, negligence or faulty omission of the Defaulting Party.

- (b) Neither Party shall be liable to the other Party for or in respect of any indirect, incidental or consequential losses, including any loss of income or profits or revenues, loss of goodwill or production, or business interruption damages. The Parties recognize that all amounts claimed to Customer arising out of its obligation relating to the Demand Charge shall not be affected by this paragraph.
- (c) In the event GM LNG fails to deliver to Customer at the Delivery Point all or part of the quantities that have been ordered by Customer or are required to be delivered by GM LNG under this Agreement other than due to Force Majeure or Customer's breach of this Agreement, GM LNG undertakes in this case to take reasonable measures to schedule a delivery for Customer, subject to Customer's consent, which consent shall not be unreasonably conditioned, denied or delayed. For the quantity of LNG that the Customer will not have been able to receive due to GM LNG's default, GM LNG's liability to Customer shall be limited to Customer's actual, direct damages in respect of such failed or delayed delivery, not to exceed fifty (50) percent of the Commodity Charge of the quantity that GM LNG failed to deliver. Both Parties shall use reasonable efforts to minimize such damages.

For clarity purposes, credit paid by GM LNG to Customer under the Demand Charge crediting mechanism set forth in Section 4.1(b) of this Agreement does not reduce the maximum liability of GM LNG under this Section 10.

- (d) Except for warranties of title, liens and encumbrances, and subject to the provisions of this Agreement concerning the quality of LNG to be delivered under this Agreement, GM LNG expressly negates any warranty with respect to LNG delivered under this Agreement, written or oral, express or implied, including any warranty with respect to conformity to samples, merchantability or fitness for any particular purpose.

11. **Insurance.**

- (a) 
- 

[Redacted text block]

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(d) GM LNG shall also cause Transporter to cause all its subcontractors to procure and maintain in full force and effect throughout the Delivery Term, in addition to all other insurance coverages required by Applicable Laws, the same coverage listed above.

(e) Upon request by GM LNG, Customer shall provide a memorandum of insurance evidencing its own insurance policies in place. In no event shall Customer be required to name GM LNG on its insurance policy.

12. **Notices:** Notices may be transmitted electronically, by email or in writing. Notices in writing under this Agreement will be considered as having been delivered to the receiving Party upon the business day following the mailing thereof to such other Party by registered mail, postage prepaid, to the address set forth below, or to such other address as such Party may furnish to the other Party from time to time:

in the case of Customer, to this address:

The Narragansett Electric Company
100 East Old Country Road
Hicksville, NY 11801
Attn: Samara Jaffe
Director, Gas Contracts, Compliance & Hedging
Samara.jaffe@nationalgrid.com

In the case of GM LNG, to this address for all notices to the attention of Jonathan Carroll:

Jonathan Carroll
Director, LNG Market
Development - USA
jonathan.carroll@energir.com

with a copy to this address:

Assistant Vice President, Legal Affairs
1717 du Havre Street
Montréal, QC, Canada, H2K 2X3

Email: legal@energjr.com

13. **Confidential Information.**

- (a) Definition of Confidential Information. For the purposes of this Agreement, the term “**Confidential Information**” shall include, but not be limited to, management, operational, product, technical, or commercial information, trade secrets, know-how, designs, formulations, ingredients, samples, processes, machines, equipment, approvals, processing and control information, product performance data, manuals, supplier lists, customer lists and market information, purchase and sales records, computer programs or systems, financial, marketing; provided such information is or has been (i) disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) in writing, including by email or other tangible electronic storage medium or (ii) initially disclosed orally or visually, and then followed within thirty (30) days thereafter with a disclosure complying with the requirements of clause (i) above.
- (b) Sharing Confidential Information. The Parties shall disclose to each other such Confidential Information as is reasonably necessary to fulfill their respective obligations under this Agreement. Any Confidential Information disclosed by a Disclosing Party hereunder may be used by the Receiving Party only for the purposes of this Agreement and not for any other purpose.
- (c) Duty to Maintain Confidentiality. Except as otherwise specifically set forth herein, the Parties shall keep confidential (and shall ensure that its employees, agents and consultants keep confidential) any and all Confidential Information and any information concerning this Agreement or the proposed activities set forth herein, and shall not disclose such Confidential Information or any information concerning this Agreement or the activities or proposed activities set forth herein to any person without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, either Party may disclose to its affiliates, employees, agents and consultants (collectively, “Representatives”) Confidential Information to the extent necessary for the fulfillment of its obligations under this Agreement, provided that it shall bind such personnel and other third parties with a similar undertaking of confidentiality in writing. The provisions of this section 13(c) shall not apply to any Confidential Information or any information concerning this Agreement or the activities or proposed activities set forth herein which:

- i. is publicly available at the time of disclosure or which subsequently becomes publicly available other than by breach of this Agreement by the Receiving Party;
 - ii. is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, or becomes known through no wrongful act of the Receiving Party and, in either case, was not otherwise communicated by the Receiving Party;
 - iii. is independently developed by the Receiving Party and not based on any Confidential Information;
 - iv. subsequently and lawfully comes into the Receiving Party's possession from an independent third party who did not receive the Confidential Information, directly or indirectly, from the Disclosing Party; or
 - v. is disclosed to Governmental Authorities or to courts pursuant to Applicable Laws.
- (d) Publicity. Neither Party shall (i) publicly associate the other Party with the activities contemplated by this Agreement or (ii) issue any press release regarding this Agreement or the subject matter hereof, without the other Party's prior written consent.

14. **Force Majeure.**

- (a) In this Section 14, the following terms and expressions shall have the following meaning:
- i. **"Affected Party"** means the Party who is unable to perform its obligations hereunder.
 - ii. **"Force Majeure"** or **"Event of Force Majeure"** means any act, event, cause or condition that prevents a Party from performing its obligations hereunder, that is beyond the Affected Party's reasonable control, was not reasonably foreseeable at the time the Parties entered into this Agreement, and that is not caused by such Party's fault or negligence. Notwithstanding anything to the contrary, Force majeure includes but is not limited to, acts of God, strike, lockout or other industrial disturbance, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, flood, washout, civil disturbance, explosion, fire, a terrorist act, breakage or accidents to machinery or lines of pipe, all of which directly impact operations at the LSR Plant or Delivery Point, the necessity for making repairs or alterations to such machinery or lines of pipe, unplanned outages at the LSR Plant, force majeure on the Transporter or of any third party providing transportation service of gas or LNG to or for GM LNG, any laws, orders, rules, regulations, acts or restraints of any Governmental Authority including the Régie, civil or military affecting

GM LNG or any third party supplier with which GM LNG has contracted.

- (b) In respect of any incident as a result of which any Party is rendered incapable, in whole or in part by a "Force Majeure", of performing or complying with any obligation or condition of this Agreement then, subject to the provisions contained in this Section 14, the obligations of both Parties so far as they are directly related to or affected by such Force Majeure, shall be suspended during the continuance of the Force Majeure provided that the Affected Party shall:
- i. forthwith give notice to the other Party of the occurrence of an Event of Force Majeure and its expected duration;
 - ii. use commercially reasonable efforts to eliminate or mitigate the impacts of such Event of Force Majeure;
 - iii. forthwith give notice to the other Party when such Event of Force Majeure has been eliminated or has ceased to prevent the Affected Party from fulfilling its obligation hereunder; and
 - iv. proceed to fulfill such obligations as soon as reasonably possible after such Event of Force Majeure has been eliminated or has ceased to prevent the Affected Party from fulfilling such obligations.
- (c) An Affected Party shall not be entitled to the relief of performance provided hereunder, if:
- i. the Affected Party's inability to perform the obligation was caused by its lack of finances;
 - ii. the Affected Party's inability to perform the obligation was the result of its pursuing alternative market opportunities;
 - iii. the Affected Party's inability to perform the obligation was caused by its deliberate act or inaction; or
 - iv. the Affected Party failed to comply with subsection 14(b), above, with respect to the notification obligation.
- (d) If an Event of Force Majeure results in the reduction or suspension of operation of the liquefaction or loading facilities at the LSR Plant, GM LNG shall use commercially reasonable efforts to allocate any remaining liquefaction capacity ratably between Customer and its other customers based upon their respective firm delivery quantities. GM LNG shall have no obligation to procure LNG from another plant that it does not own.
- (e) If an Event of Force Majeure affecting the Customer affects the ability of Customer to take delivery, GM LNG shall use commercially reasonable efforts to schedule another delivery. Unless otherwise contemplated by Section 4.1(b) of this Agreement, notwithstanding any Event of Force

Majeure affecting Customer, Customer shall not be relieved of its obligation to pay the Demand Charge in full.

15. **Independent Contractor:** Each Party will perform its obligations under this Agreement as an independent contractor and will have exclusive control and direction of the employees engaged in the fulfillment of such obligations.
16. **Suspension and Termination:**
 - a. If Customer fails to fulfill any of its material obligations hereunder, GM LNG may suspend or limit the LNG deliveries to Customer if the default has not been cured within a five (5) days delay following the issuance by GM LNG of a notice to that effect to Customer.
 - b. This Agreement can be terminated by either Party in the following situations:
 - i. at the election of a Party (the “**Non Defaulting Party**”) in case the other Party fails to fulfill any of its material obligations hereunder and does not cure it within thirty (30) days delay following the issuance of a written notice to that effect from the Non Defaulting Party to the Defaulting Party;
 - ii. at the election of either Party, if an Event of Force Majeure lasts for thirty (30) or more consecutive days, immediately upon written notice to the other Party;
 - c. This Agreement shall automatically terminate if proceedings involving a Party are taken under any law concerning insolvency, bankruptcy, sequestration, reorganization, arrangement, dissolution, liquidation or under any other similar law, or if the assets of the Party are subject to a liquidation or assignment for the benefit of its creditors.
17. **Survival.** Notwithstanding anything else contained in this Agreement, the obligation of either Party to make payment under this Agreement and the provisions of Sections 8, 10, 11, 13, 17 and 18 shall survive the termination of this Agreement.
18. **Governing Law; Jurisdiction:** This Agreement will be construed and interpreted according to the laws and regulations of the State of New York. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the judicial courts sitting in New York. The Parties expressly waive the application of the United Nations Convention on international contracts for the sale of goods concluded in Vienna (Austria) on April 11, 1980.
19. **Entire Agreement:** This Agreement exclusively and completely states the rights and obligations of the Parties with respect to the subject matter hereof, and supersedes all prior and other agreements, understandings, representations and warranties, whether oral or written, with respect to the subject matter hereof. The preamble and the Exhibits form an integral part of this Agreement.
20. **No Violation of Other Agreements:** Each Party hereby represents and warrants to the other Party that neither: (a) its entering into of this Agreement, nor (b) its

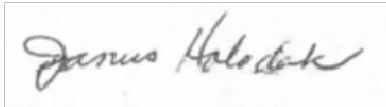
carrying out of the provisions of this Agreement, will violate any other agreement (oral or written) to which it is a Party or by which it is bound.

21. **Modification and Waiver:** No modifications and no waiver of any of this Agreement's terms, conditions or provisions will be valid or binding unless in writing duly signed by authorized officers of both Parties.
22. **Application and Assignment:** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full Delivery Term. No Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party, except that either Party may assign this Agreement to an Affiliate. Any permitted assignment by a Party hereunder shall not relieve such Party of its obligations under this Agreement.
23. **Counterparts:** This Agreement may be executed in any number of counterparts, and such counterparts executed and delivered, each as an original, shall constitute one and the same instrument.
24. **Delivery by Fax or Email:** Any Party may deliver an executed copy of this Agreement by fax or email, and such delivery shall be valid and effective, but upon request by any other Party, the delivering Party shall immediately deliver to the other Party an original, executed copy of the Agreement.
25. **Severability and Construction:** To the extent that any portion of any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
26. **Commercial Reasonableness:** All rights, duties and obligations arising under this Agreement shall be exercised and discharged in good faith and in a commercially reasonable manner.
27. **Due Authority:** Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.
28. **Language of Contract:** *Les Parties ont convenu que la langue du contrat serait l'anglais.* The Parties have agreed to adopt English as the language of this Agreement.
29. **Conflicts:** In the event of any conflicts or inconsistencies between the DDP Incoterms® 2010 and this Agreement, this Agreement shall prevail.

(signatures appear on the next page)

IN WITNESS WHEREOF the Parties hereto have signed this Agreement through their duly authorized representatives to be effective as of the Contract Date set forth above.

THE NARRAGANSETT ELECTRIC COMPANY



By: _____

James G. Holodak, Jr.
Vice President

GAZ MÉTRO LNG, L.P., by its general partner, Gaz Métro LNG Inc.



By: _____

Étienne Champagne, President

JLS

604-00045

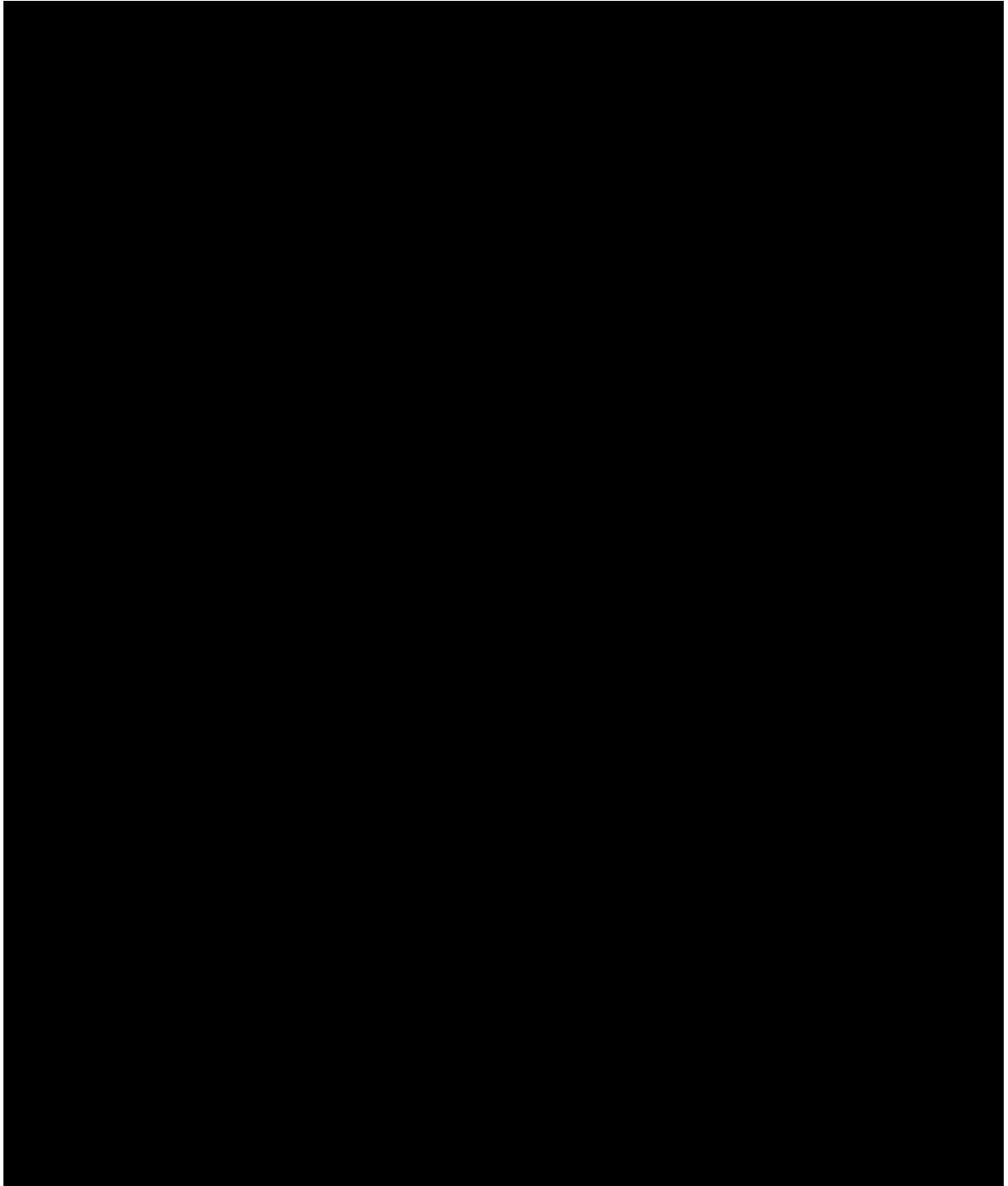


By: _____

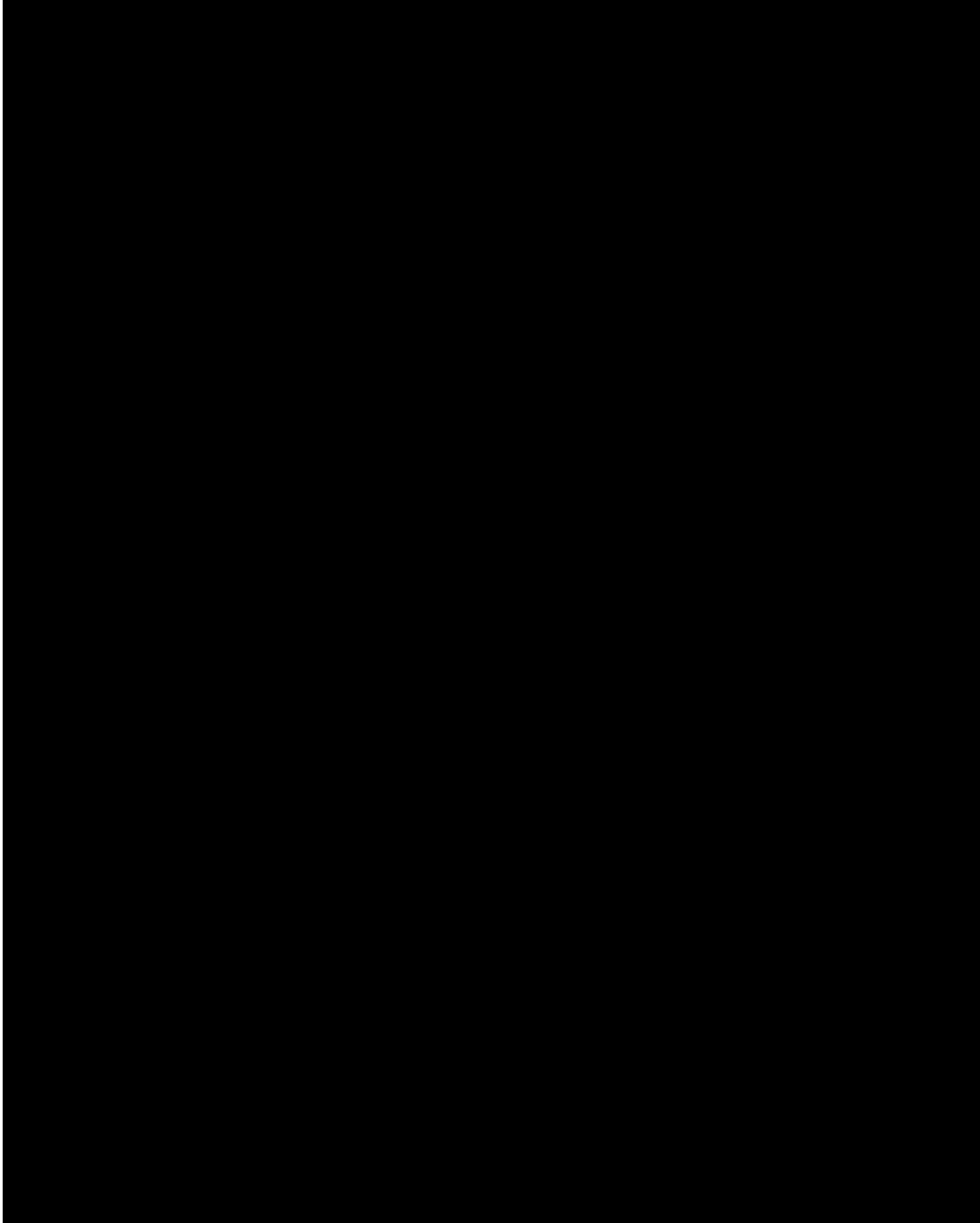
Denise Dériger, Corporate Secretary

EXHIBIT "A"

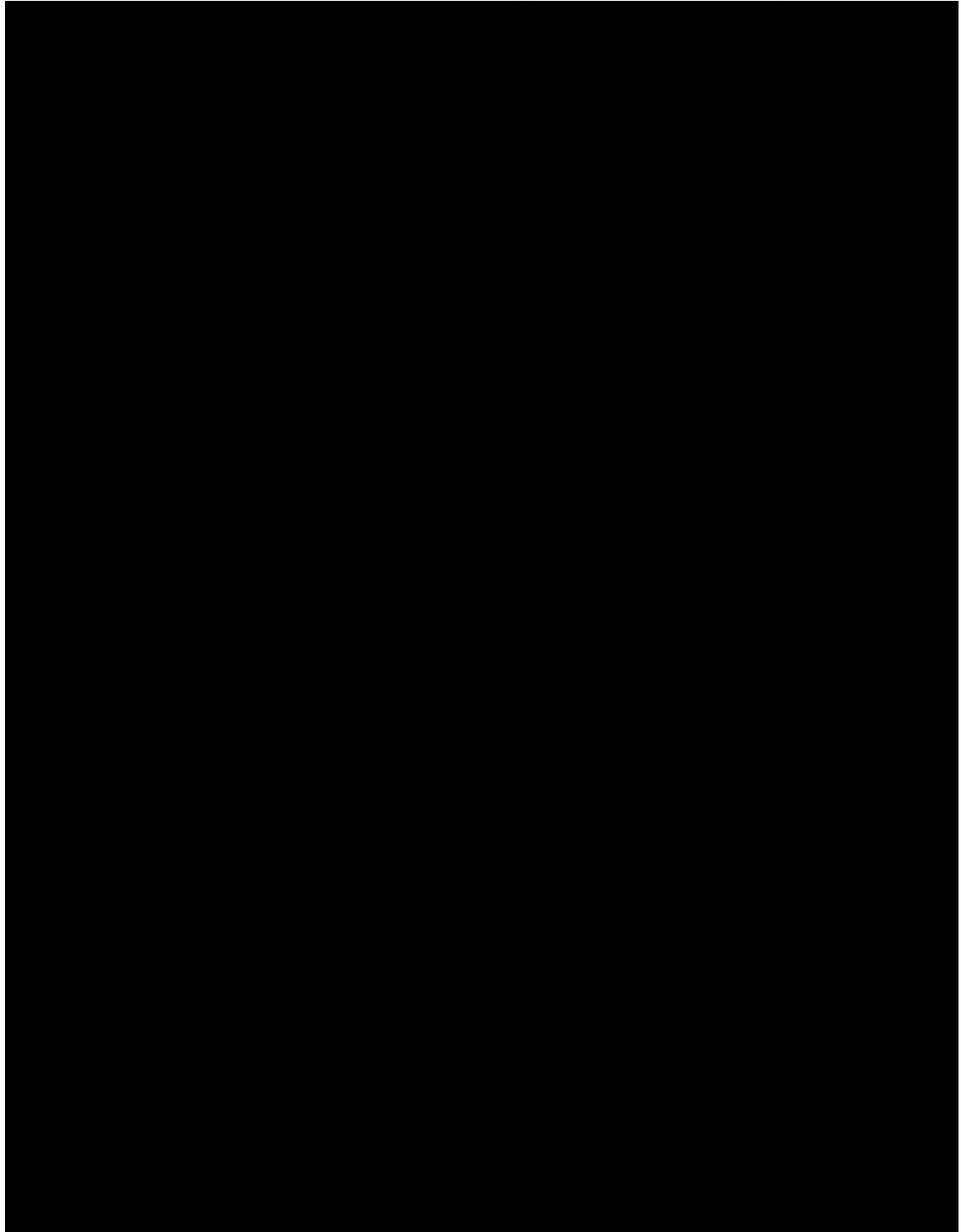
Measurement, Counting and Quality Procedures



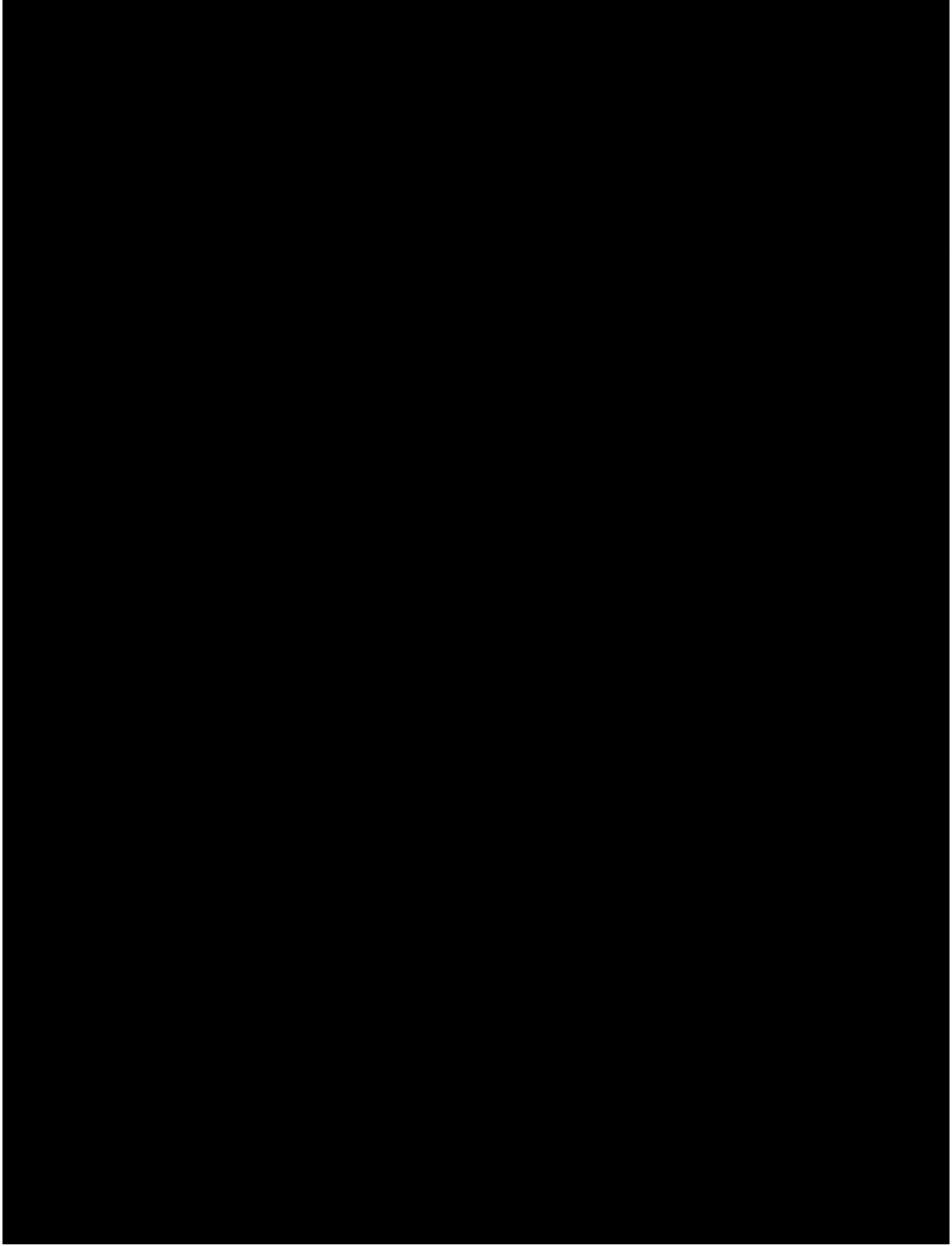
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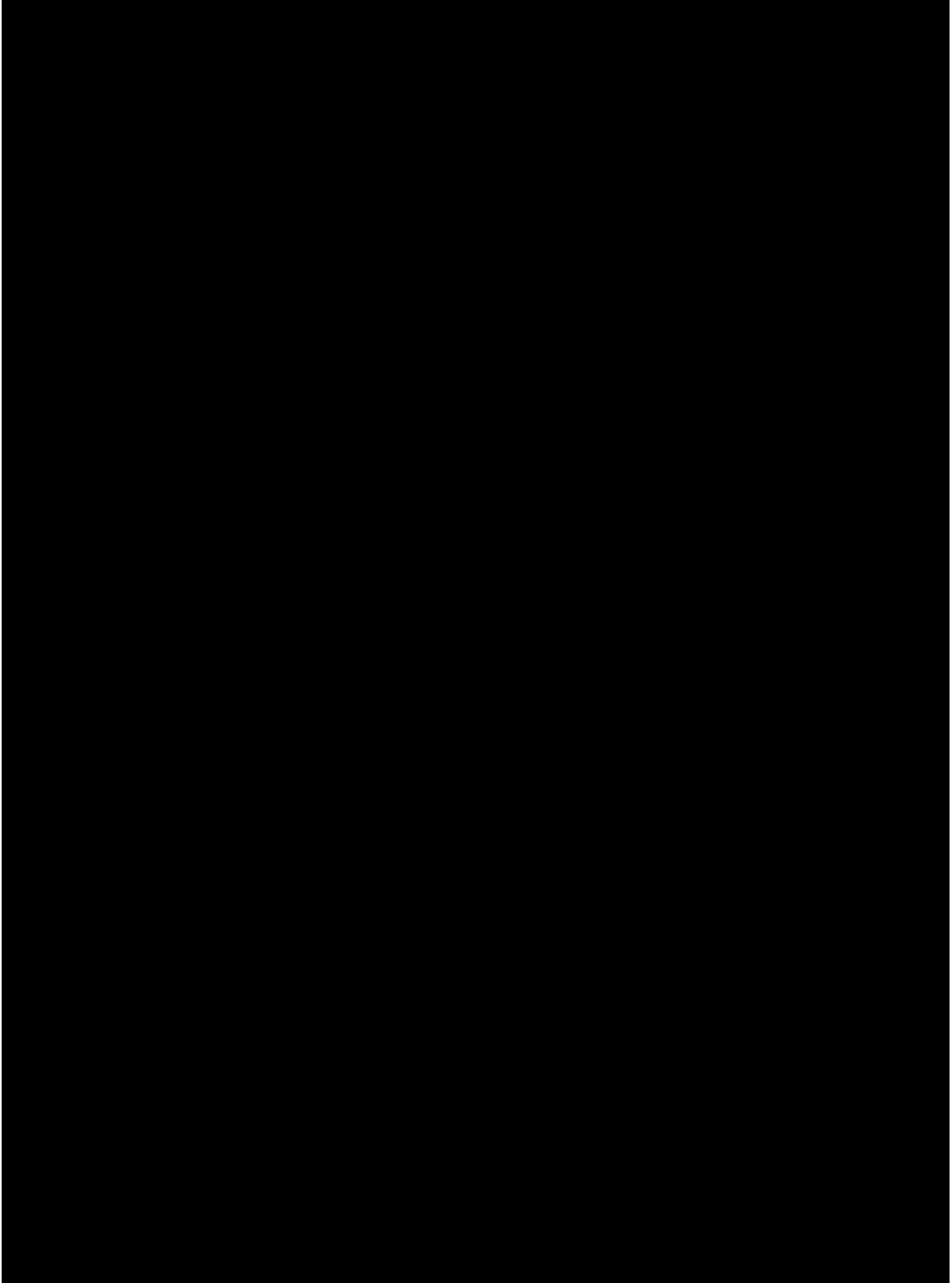
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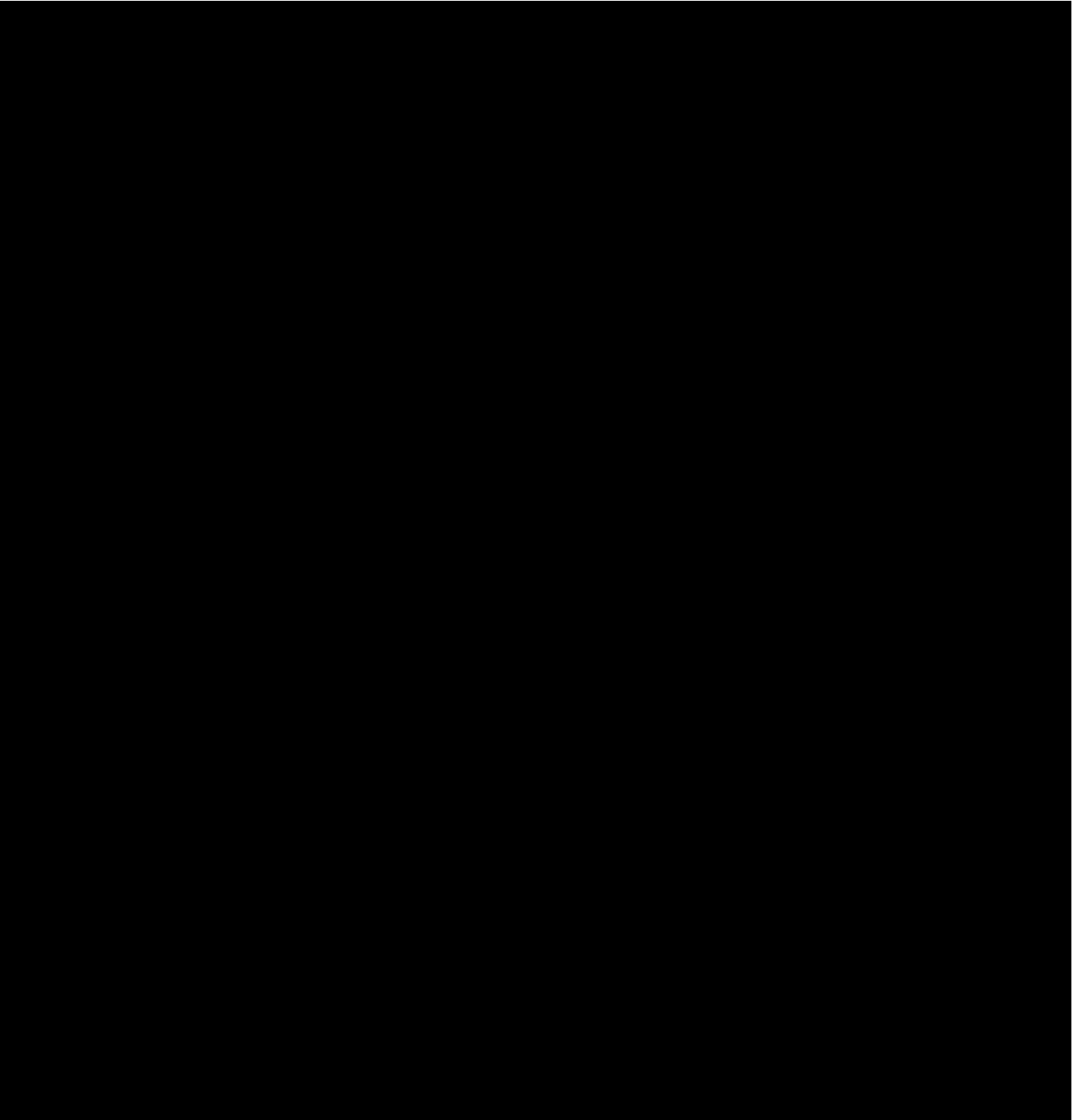
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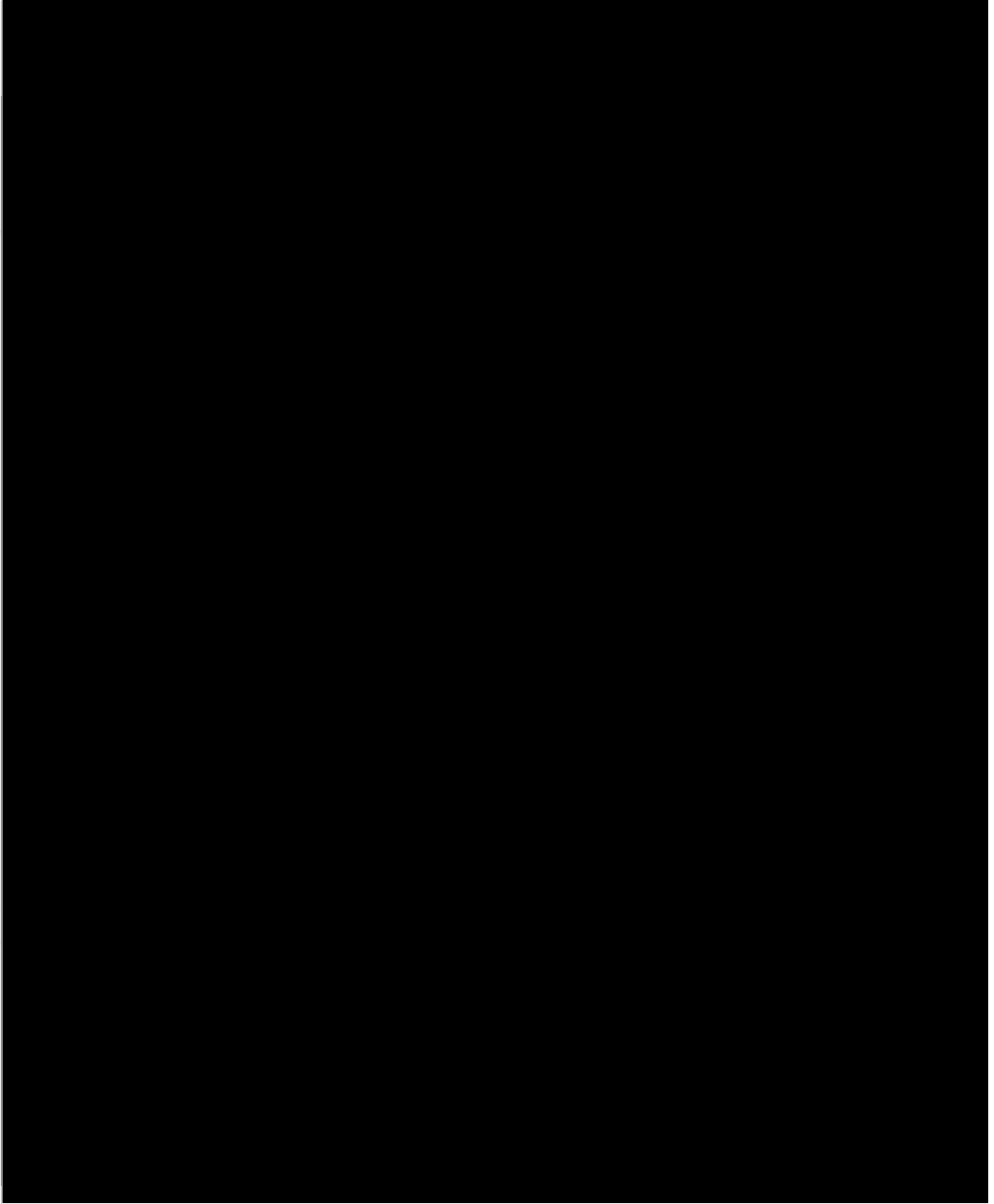
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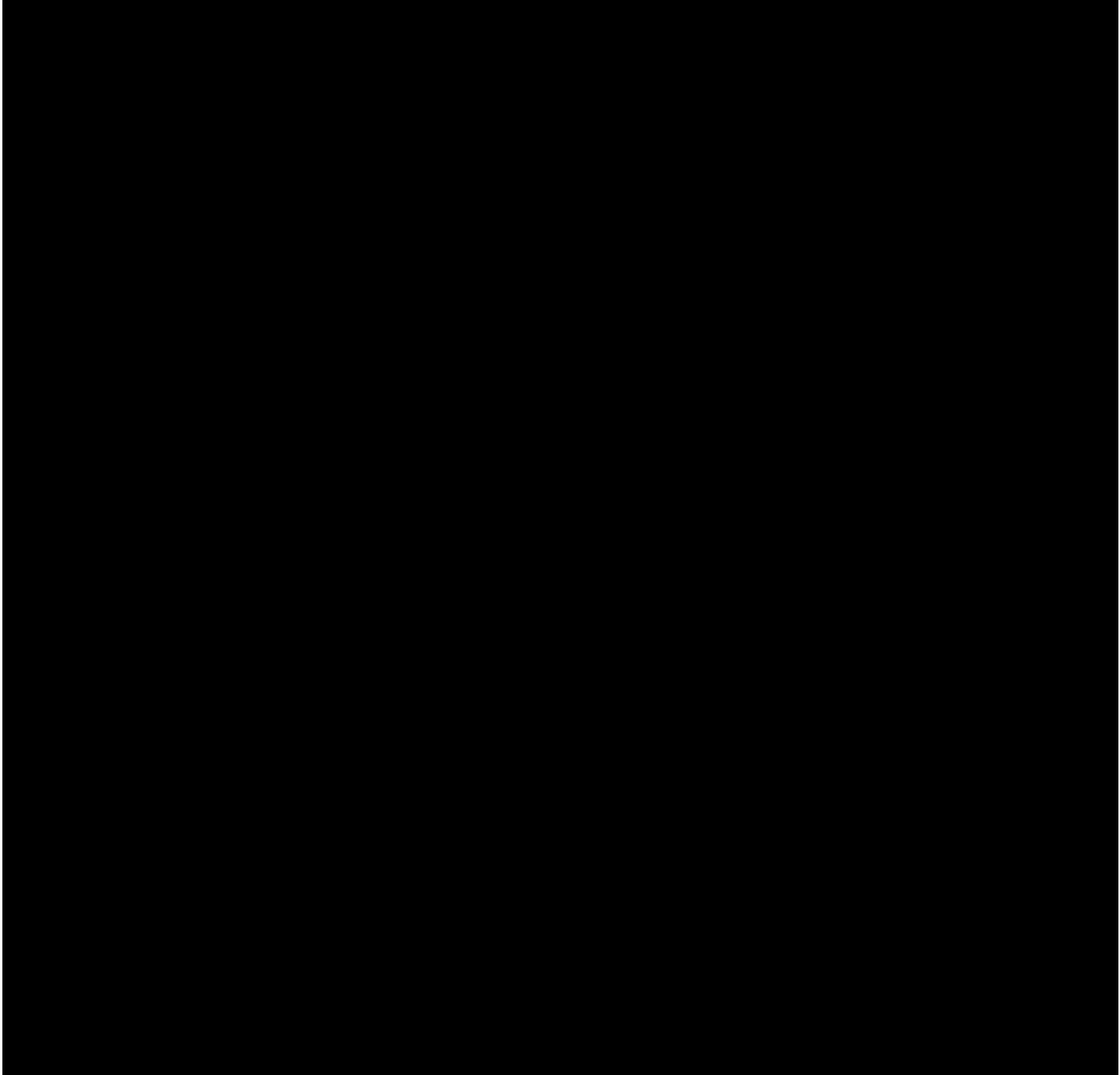
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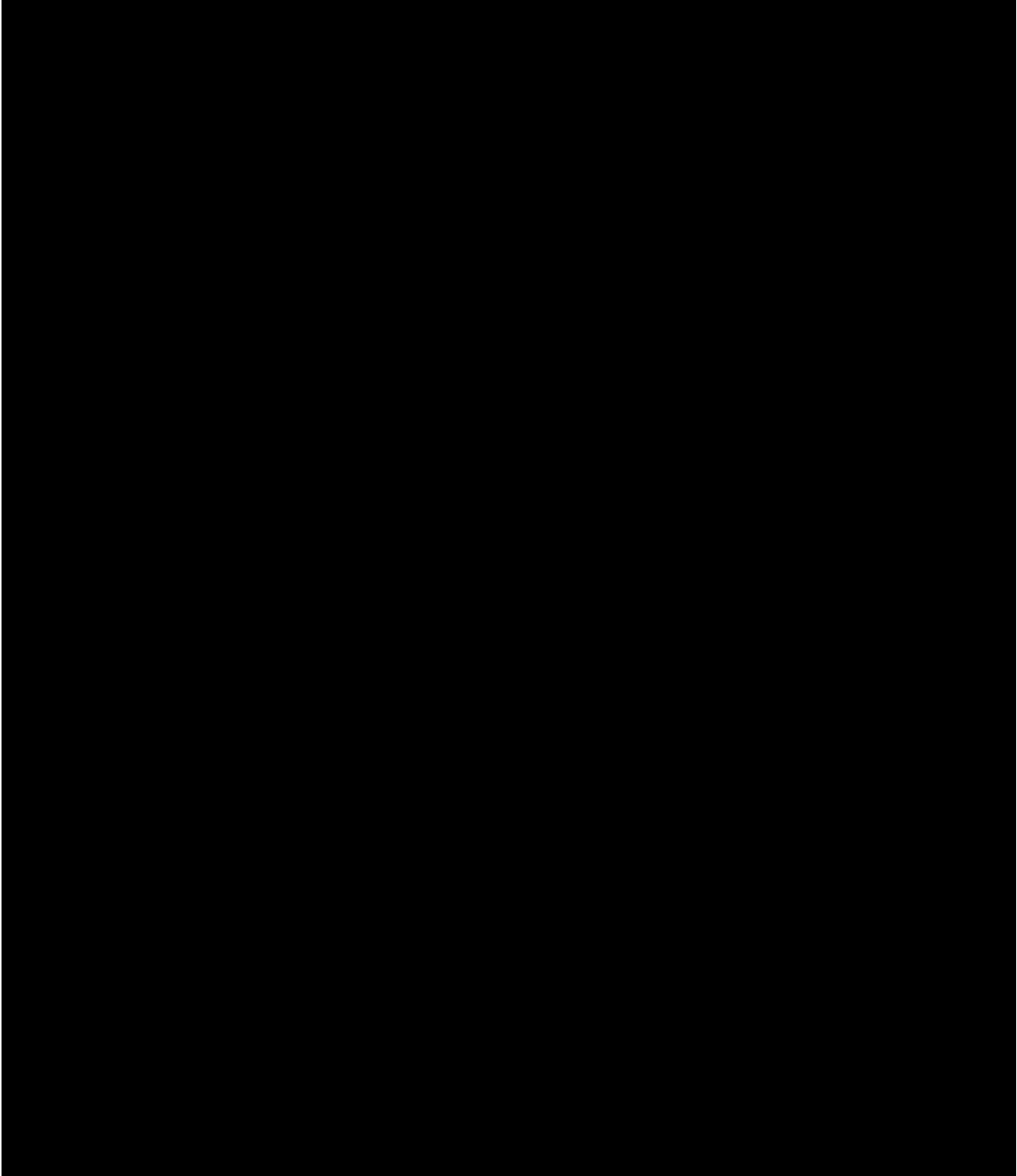


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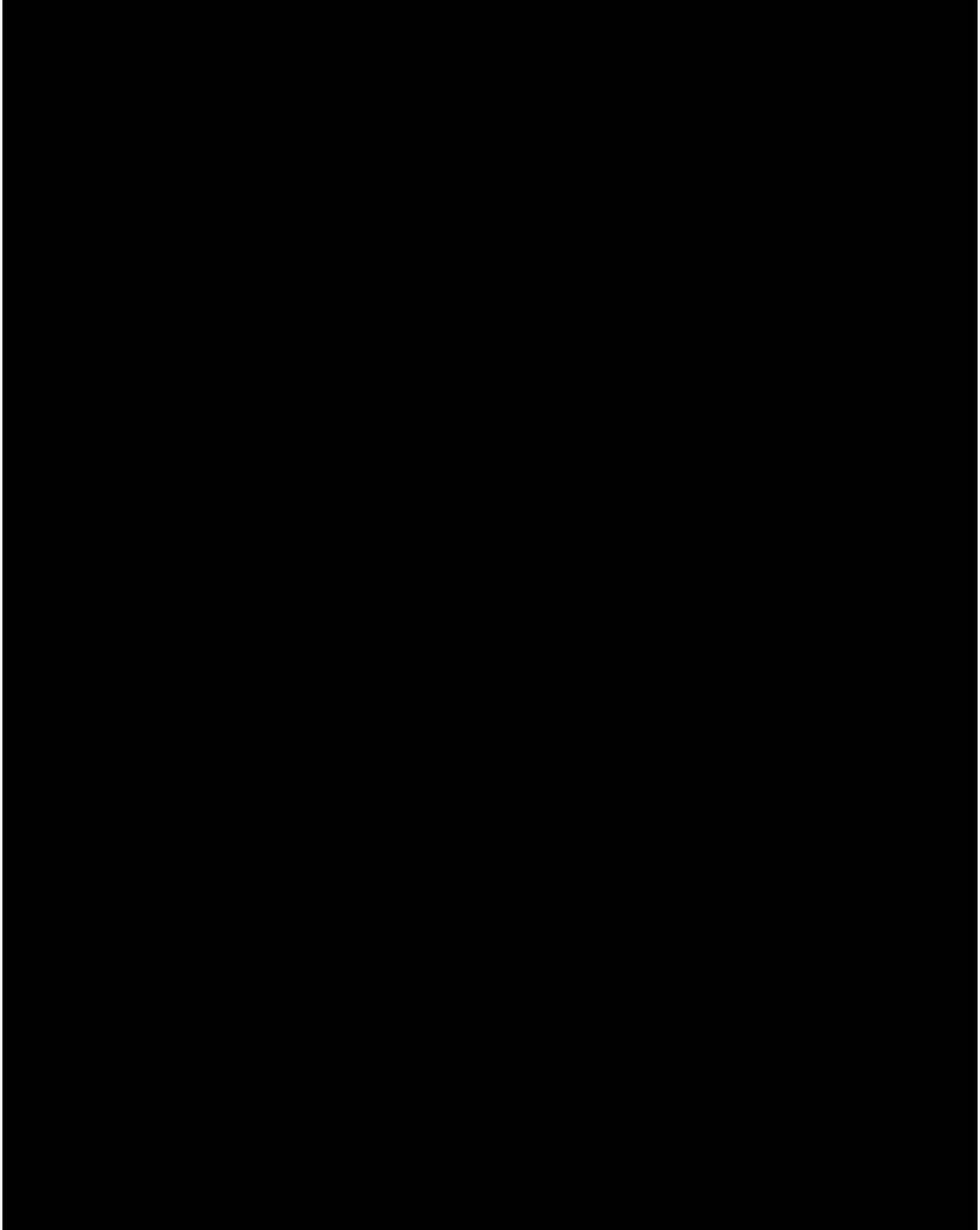


Page 4 sur 7

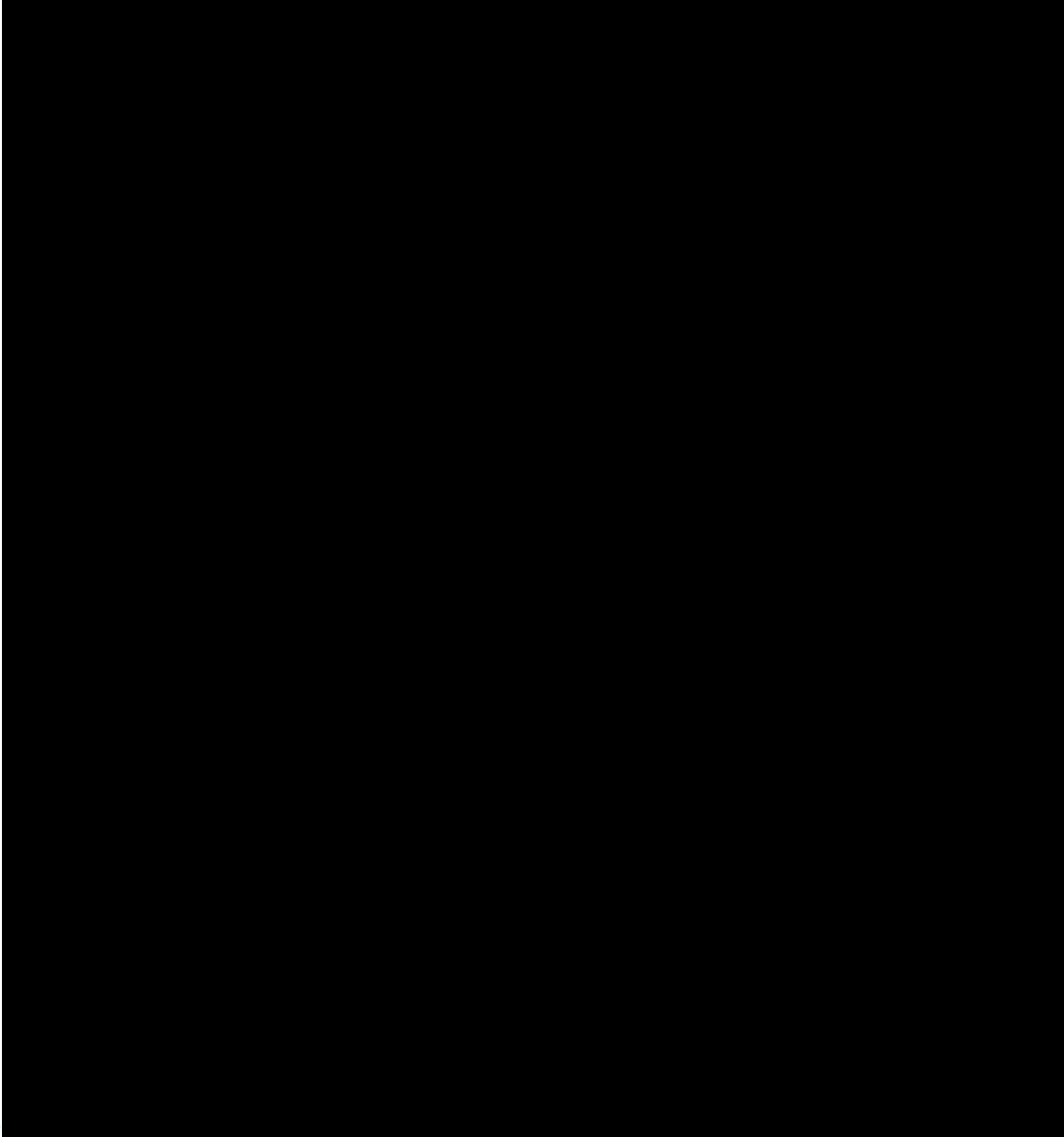
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REDACTED



REDACTED

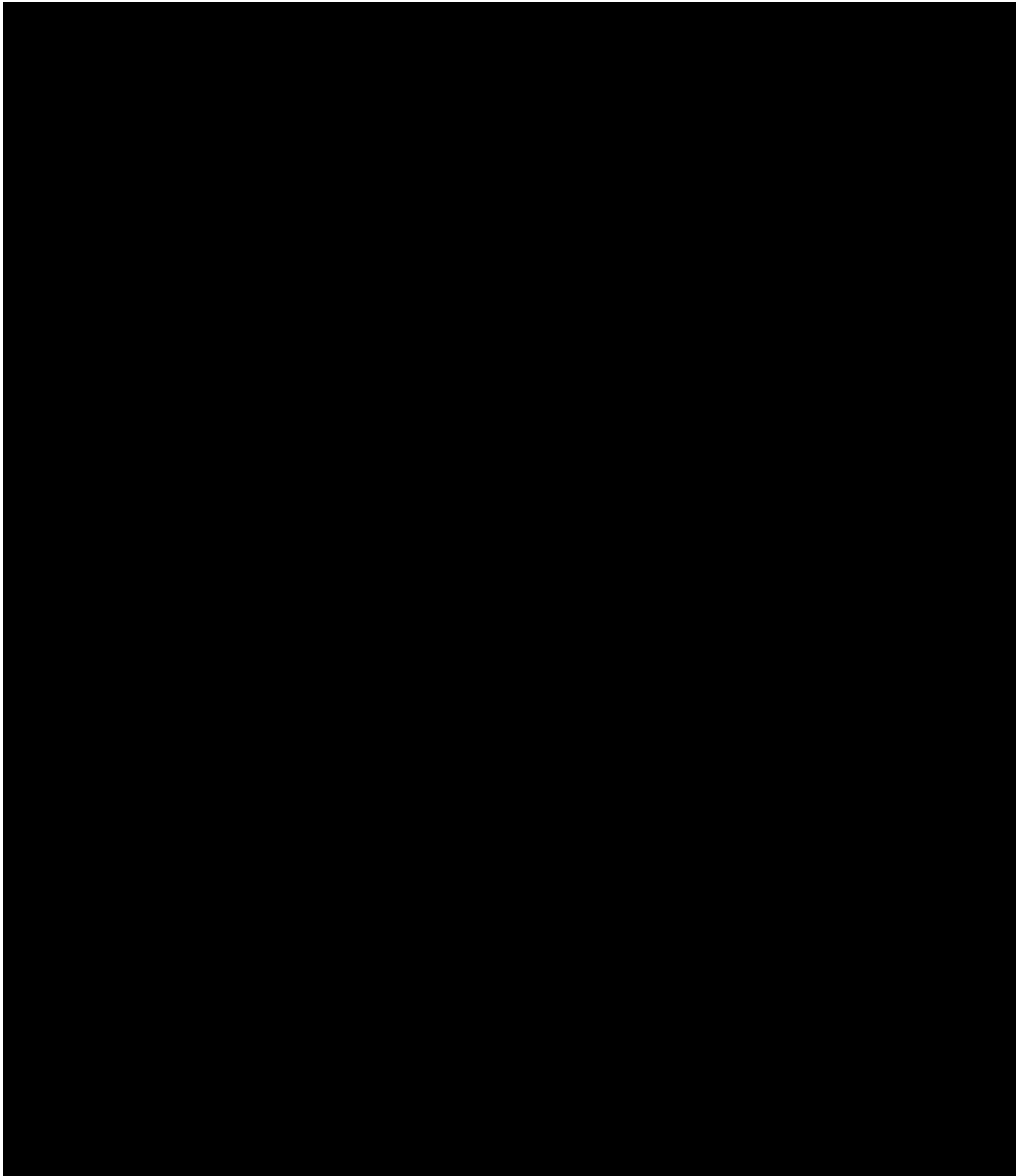


Page 7 sur 7

REDACTED

EXHIBIT "C"

Transportation Price



REDACTED

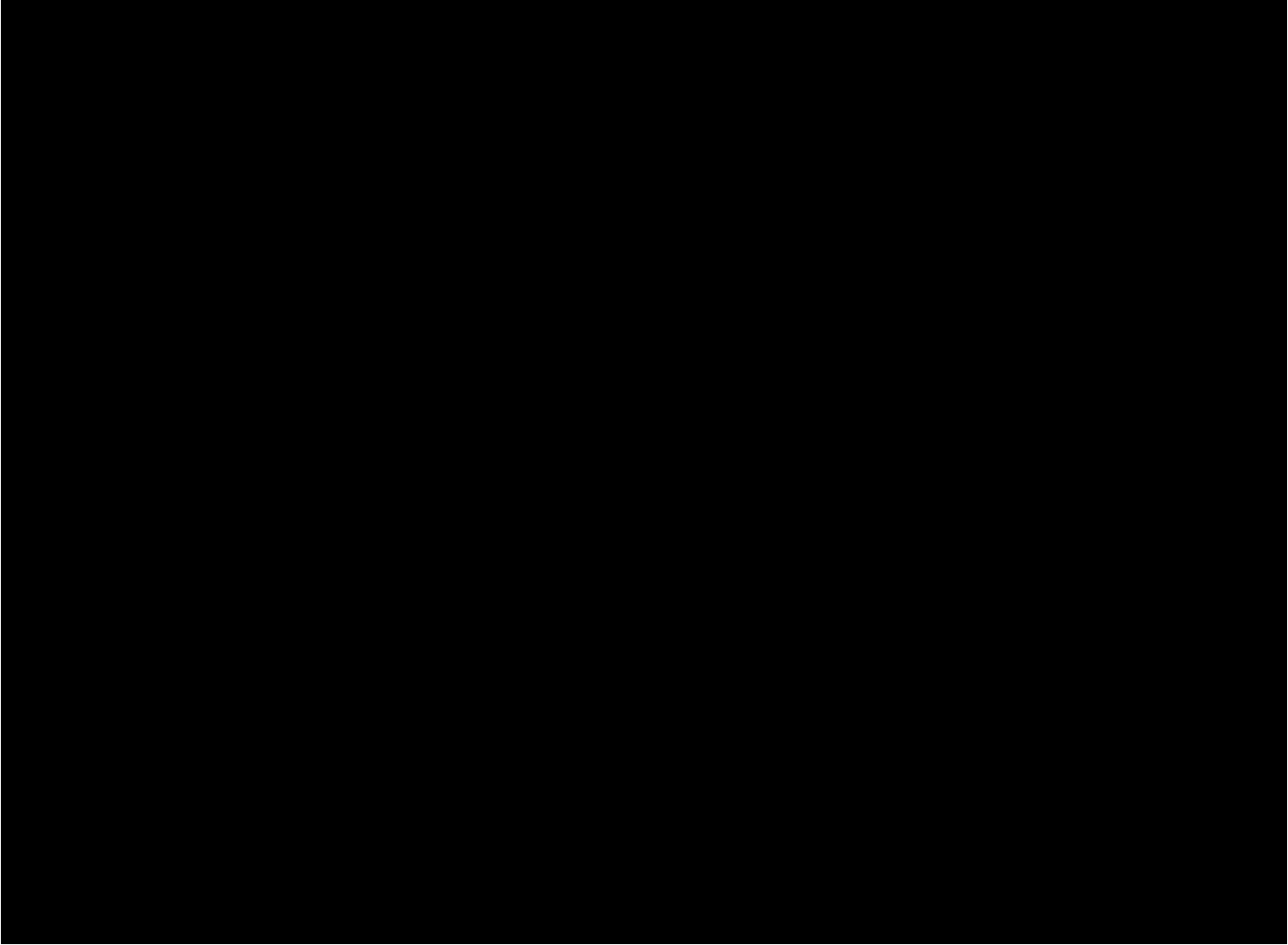


EXHIBIT "D"

Sworn Declarations with respect to CTEAS

AFFIDAVIT

- I, [name] of [city] the state of [state], U.S.A., make oath and say as follows:
1. I, [complete name] am the [title], of the [name of the Customer], a [company or municipal corporation] organized under the laws of the State of [state] (the "Company") have personal knowledge of the matters hereinafter set forth.
 - (a) The Company is a customer of Gaz Métro LNG, L.P. ;
 - (b) For the period starting from DD-MM-YY until DD-MM-YY (the "Term"), the Company will buy from Gaz Métro LNG, L.P. xxx Dth of liquefied natural gas (« LNG ») ;
 - (c) All the LNG bought from Gaz Métro LNG, L.P. during the Term will be consumed outside the Province of Québec, Canada, i.e. in the United States of America. Therefore, none of this LNG will be withdrawn by a customer in the Province of Quebec.

SWORN BEFORE ME at the City of [city], in the state of [state], U.S.A., on XX, 20XX

SIGNATURE _____

Name:

Title:

On this XXth day of [month] 2022, before me, the undersigned notary public, personally appeared before me ●, proved to me through satisfactory evidence of identification to be the person whose name is signed, and acknowledged to me that he signed it voluntarily for its stated purposes.

●
My Commission expires on ●

EXHIBIT "E"

LNG Request and LNG Confirmation Forms

Request for delivery

Nom/Name :
Endroit/Place :
Date :
Heure/Time :
LNG quantity (approximate) :
Number of trailers (approximate) :

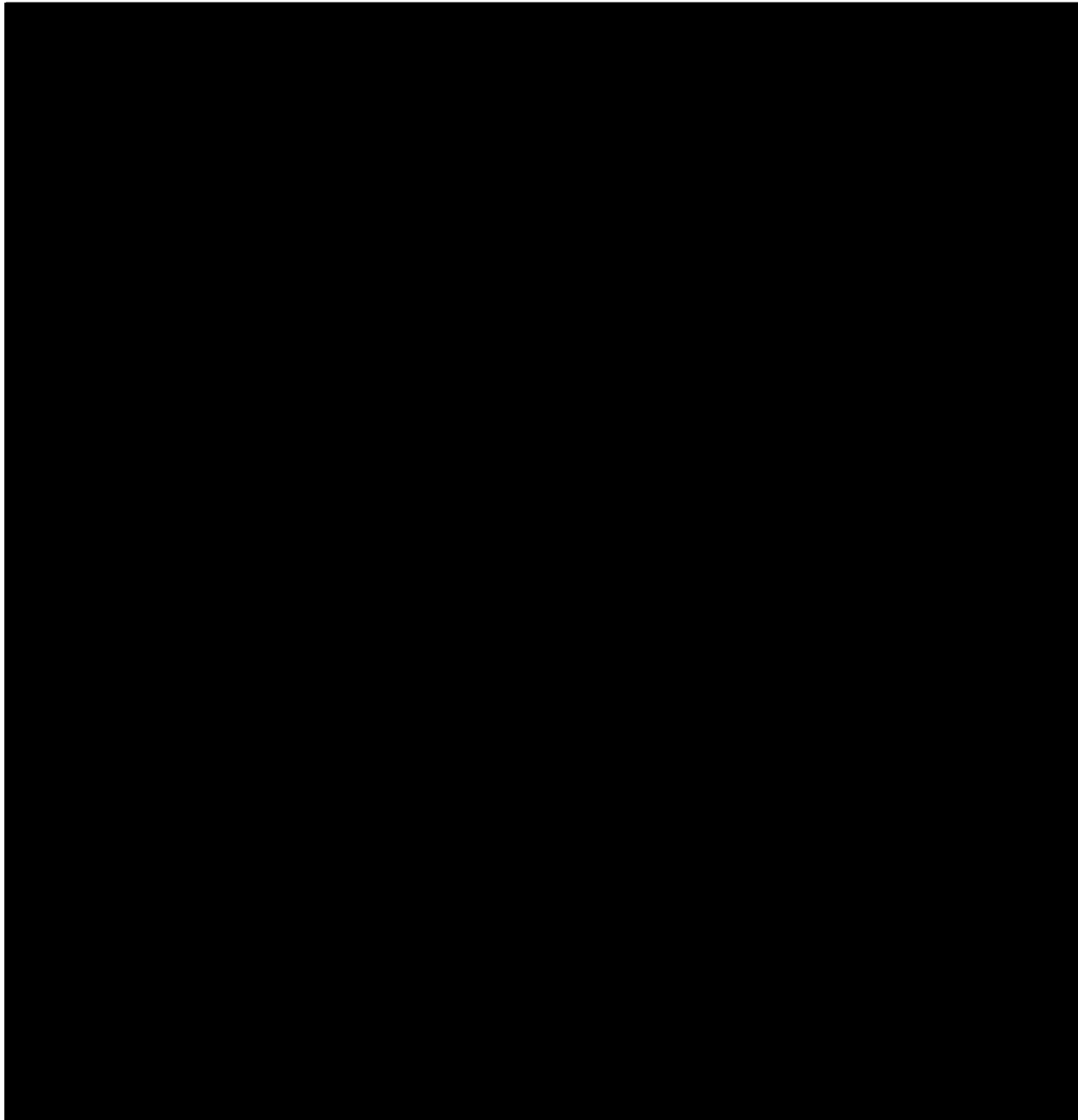
Gaz Métro LNG, L.P. will first provide an acknowledgment of receipt of the delivery request. Gaz Métro LNG, L.P. will then confirm the delivery of the product and the necessary adjustments, if required.

Contract ID # 4864

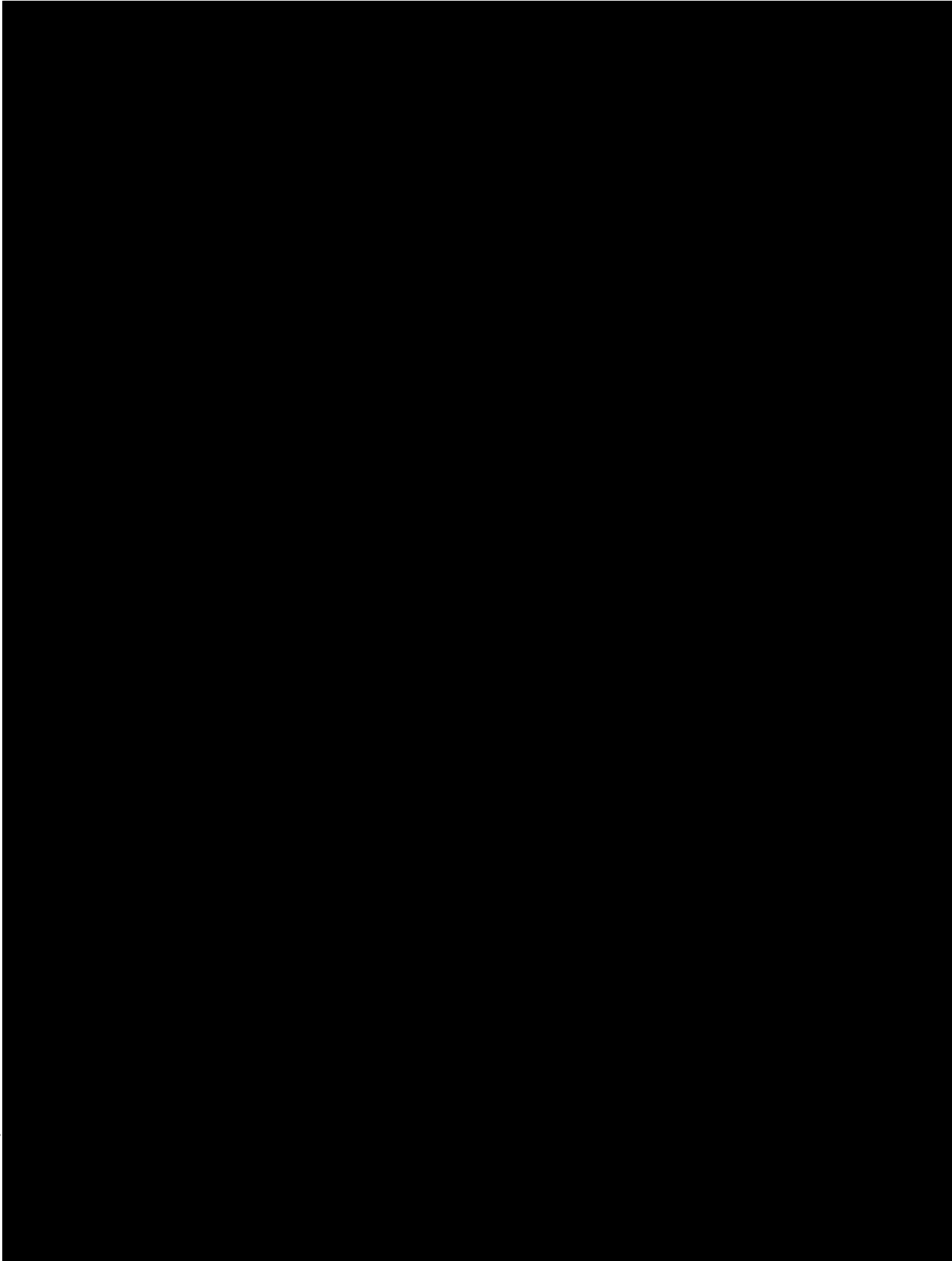
T00008422

Equipment Rental and Support Services Agreement

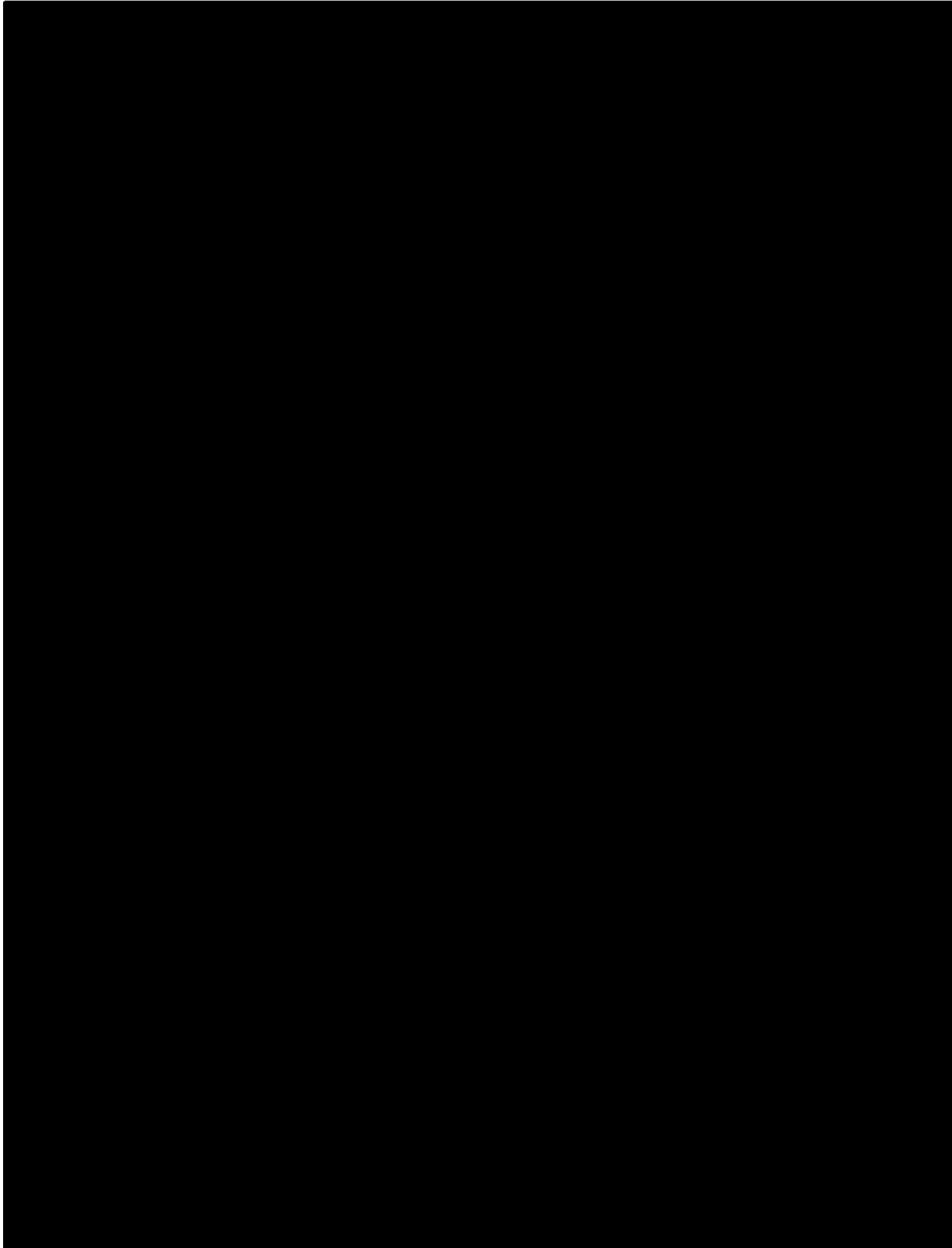
This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 12th day of September, 2018 (the "Effective Date") by and between Prometheus Energy Group Inc., a Delaware corporation ("Prometheus"), and The Narragansett Electric Company d/b/a National Grid ("Customer"). Prometheus and Customer are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".



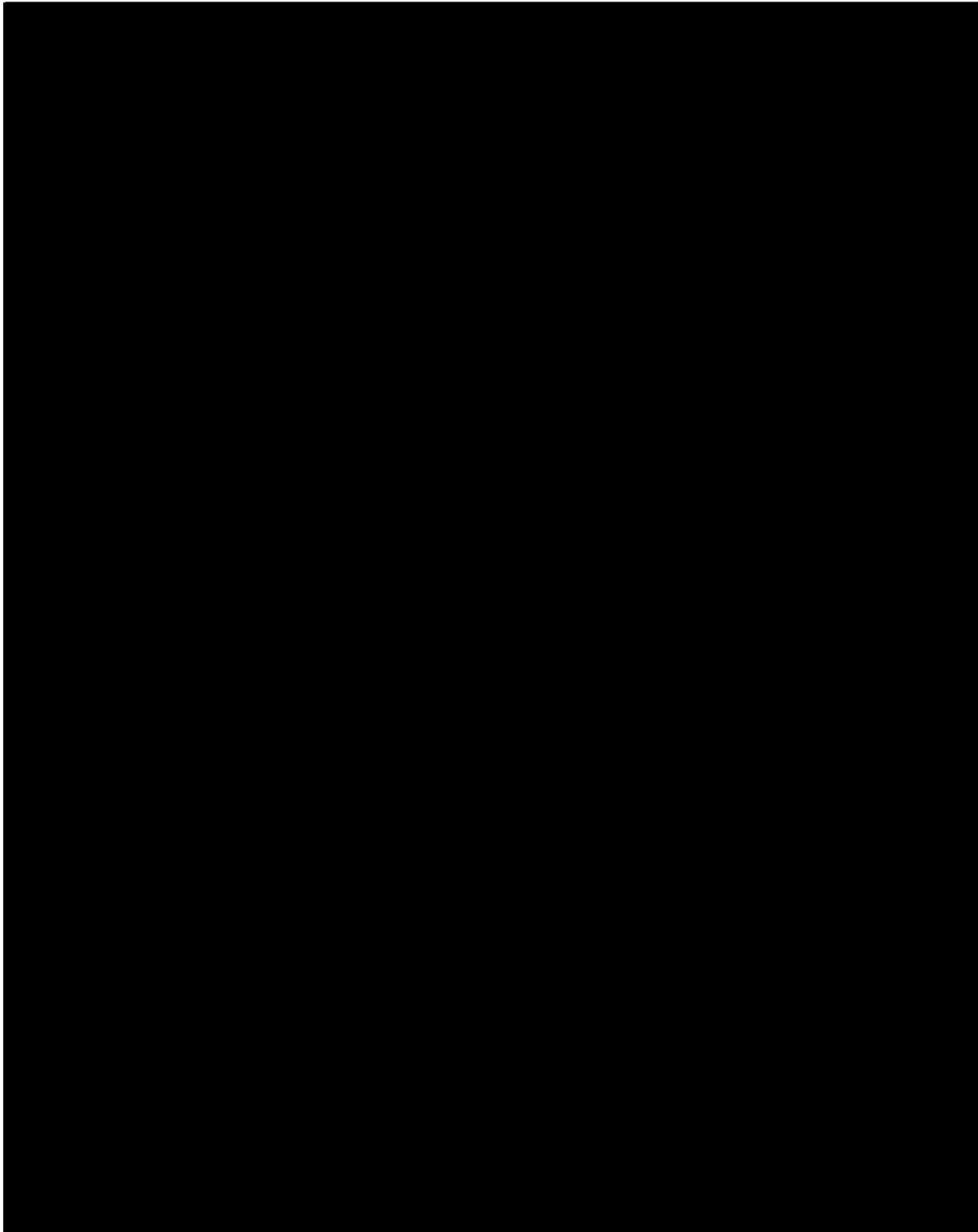
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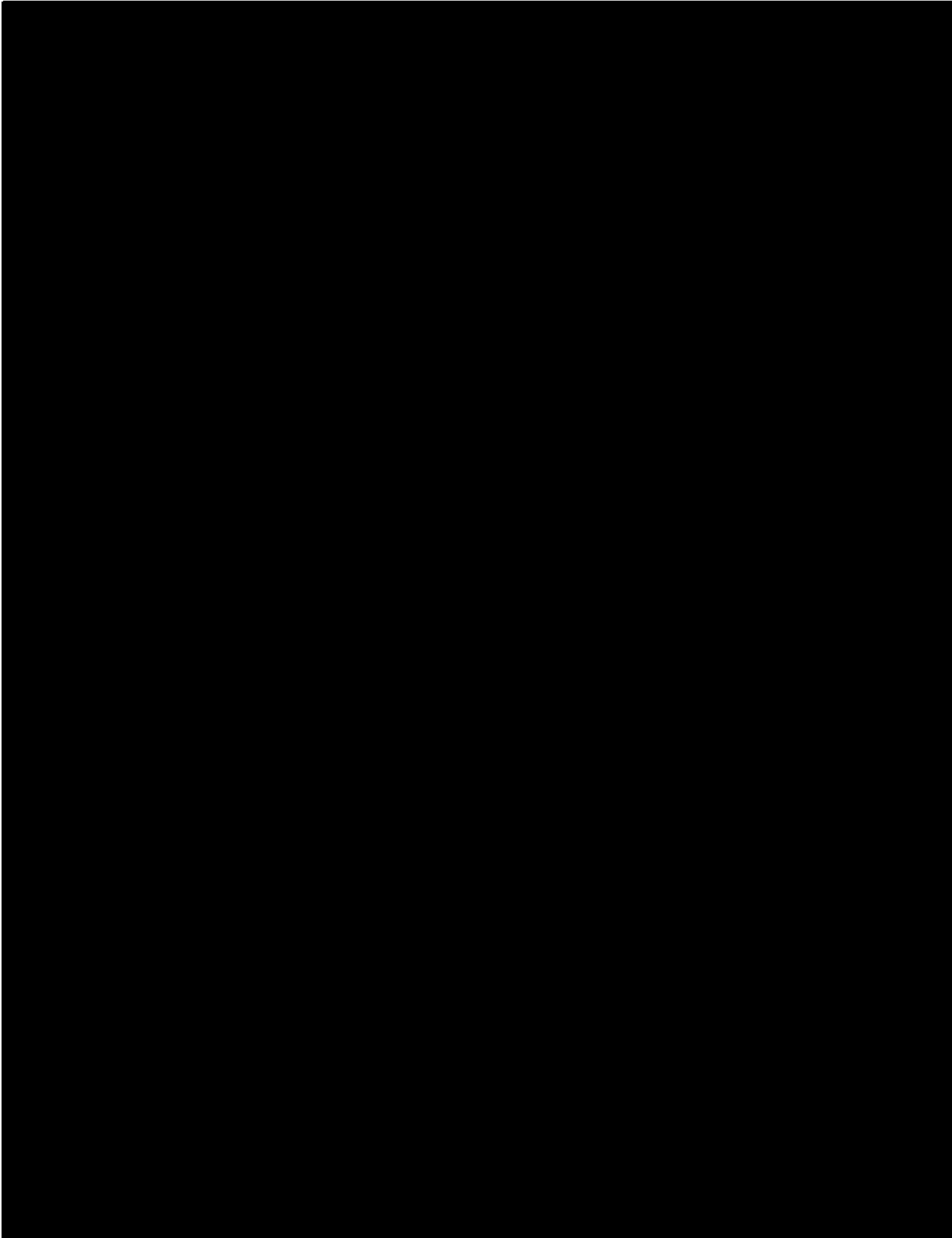


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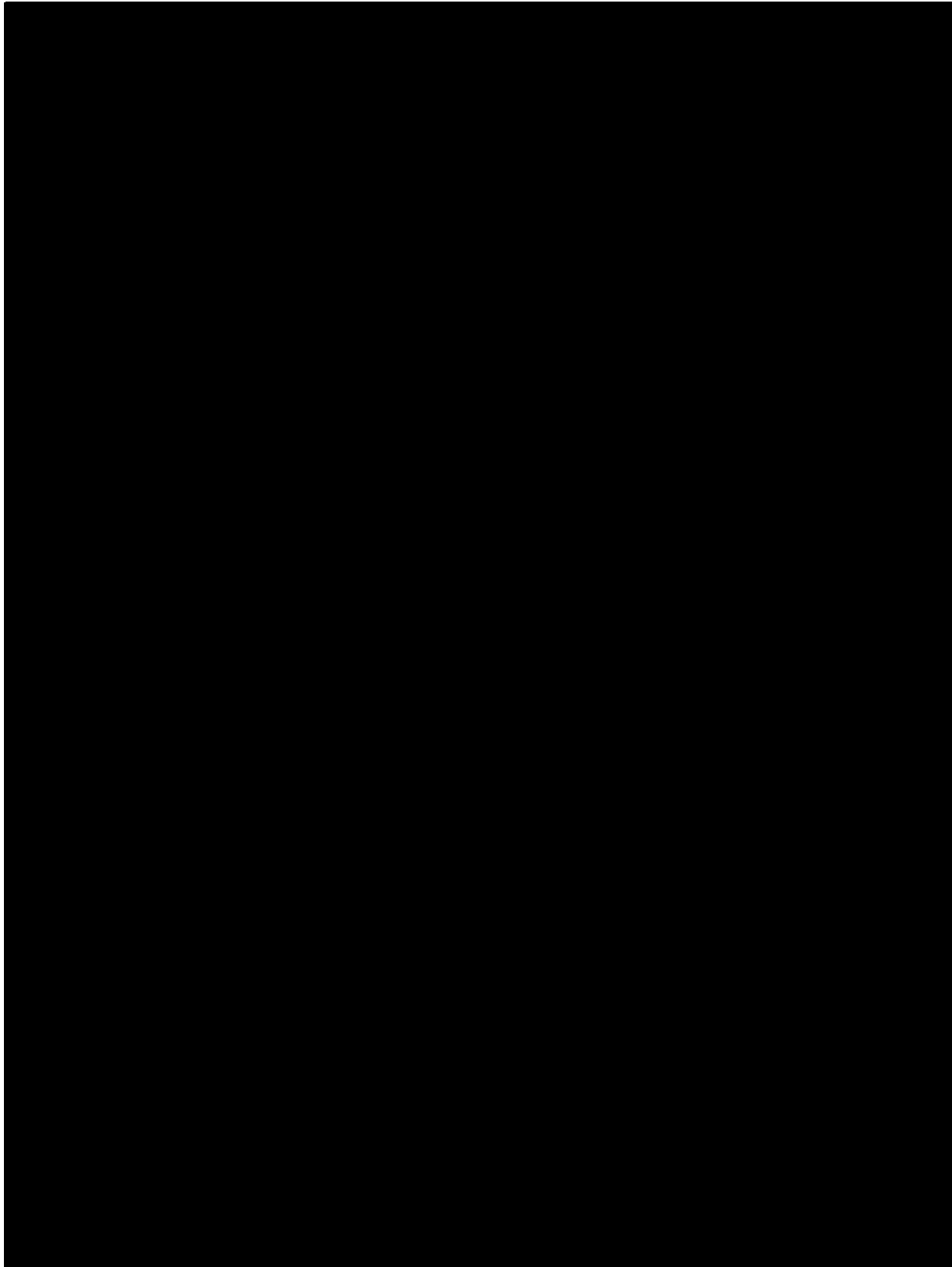


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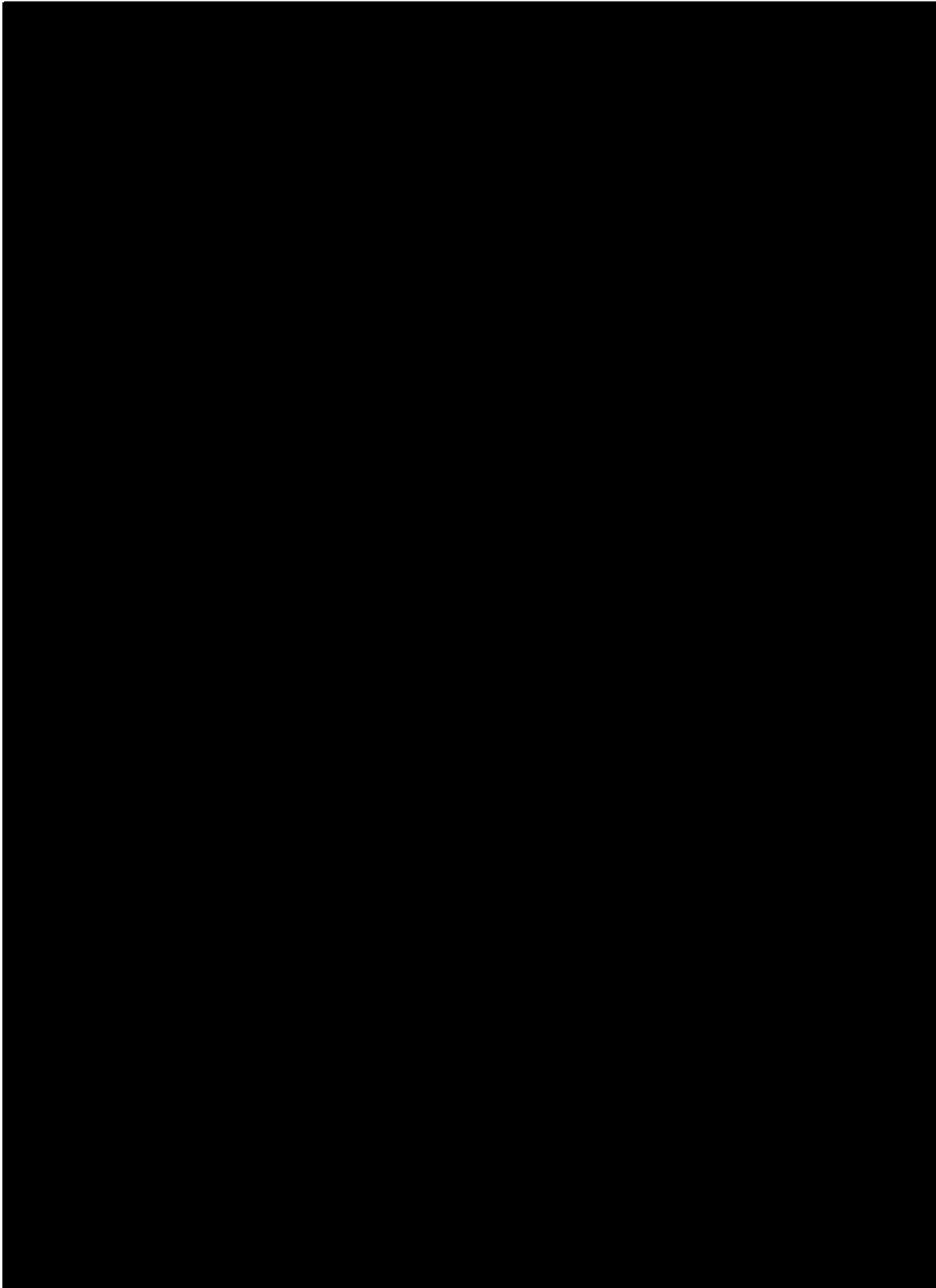
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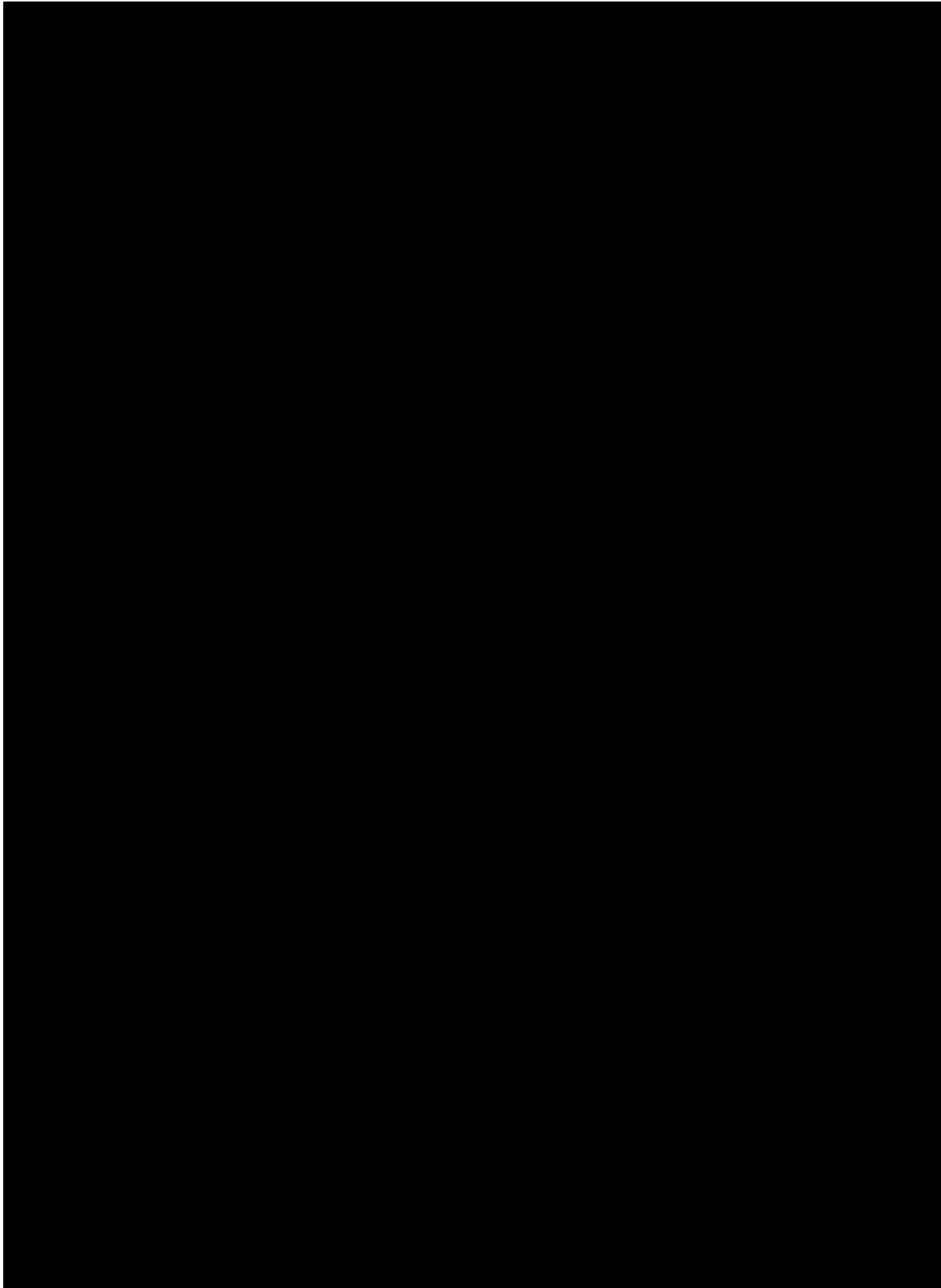


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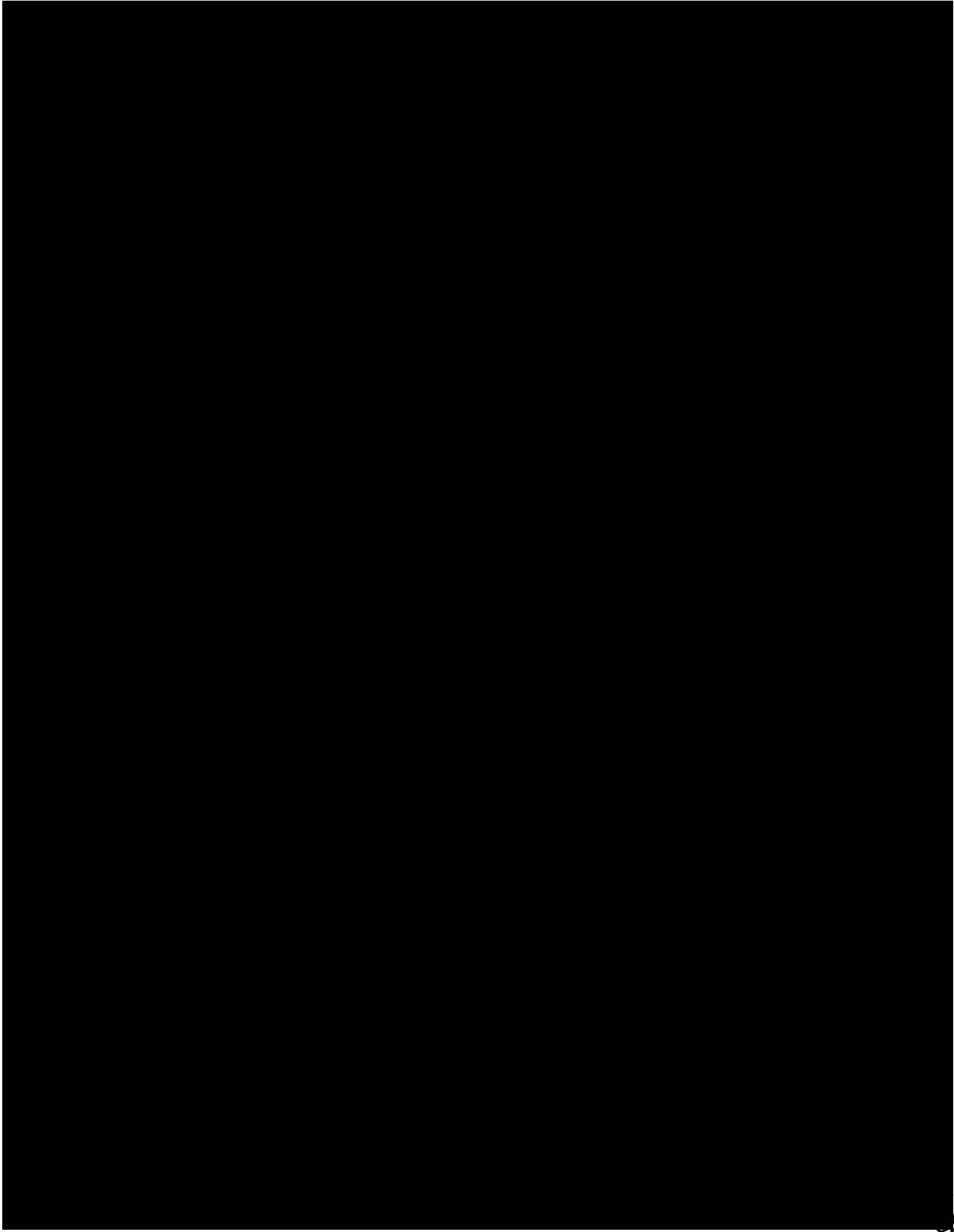
CP

REDACTED



(b)

REDACTED



REDACTED

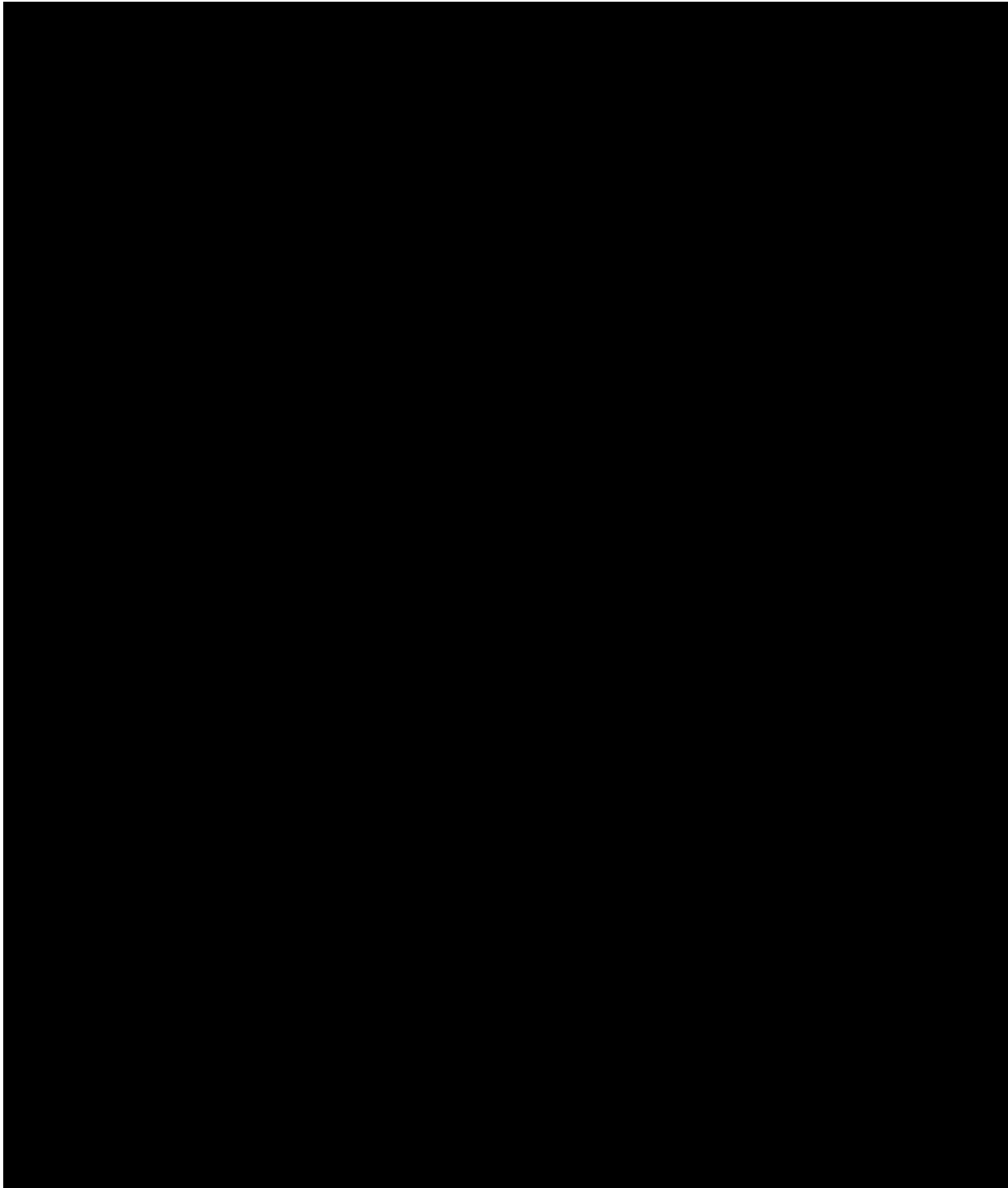
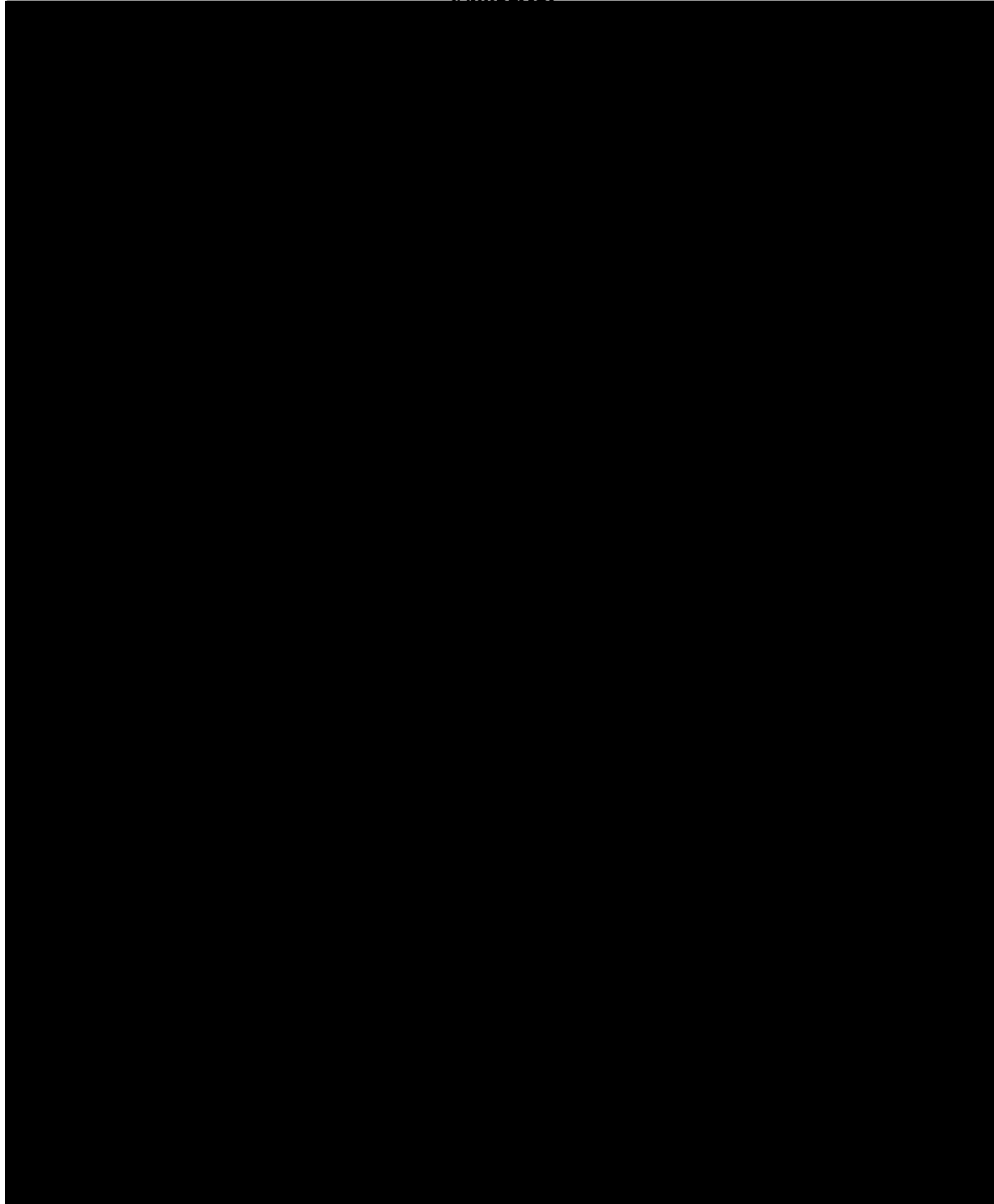


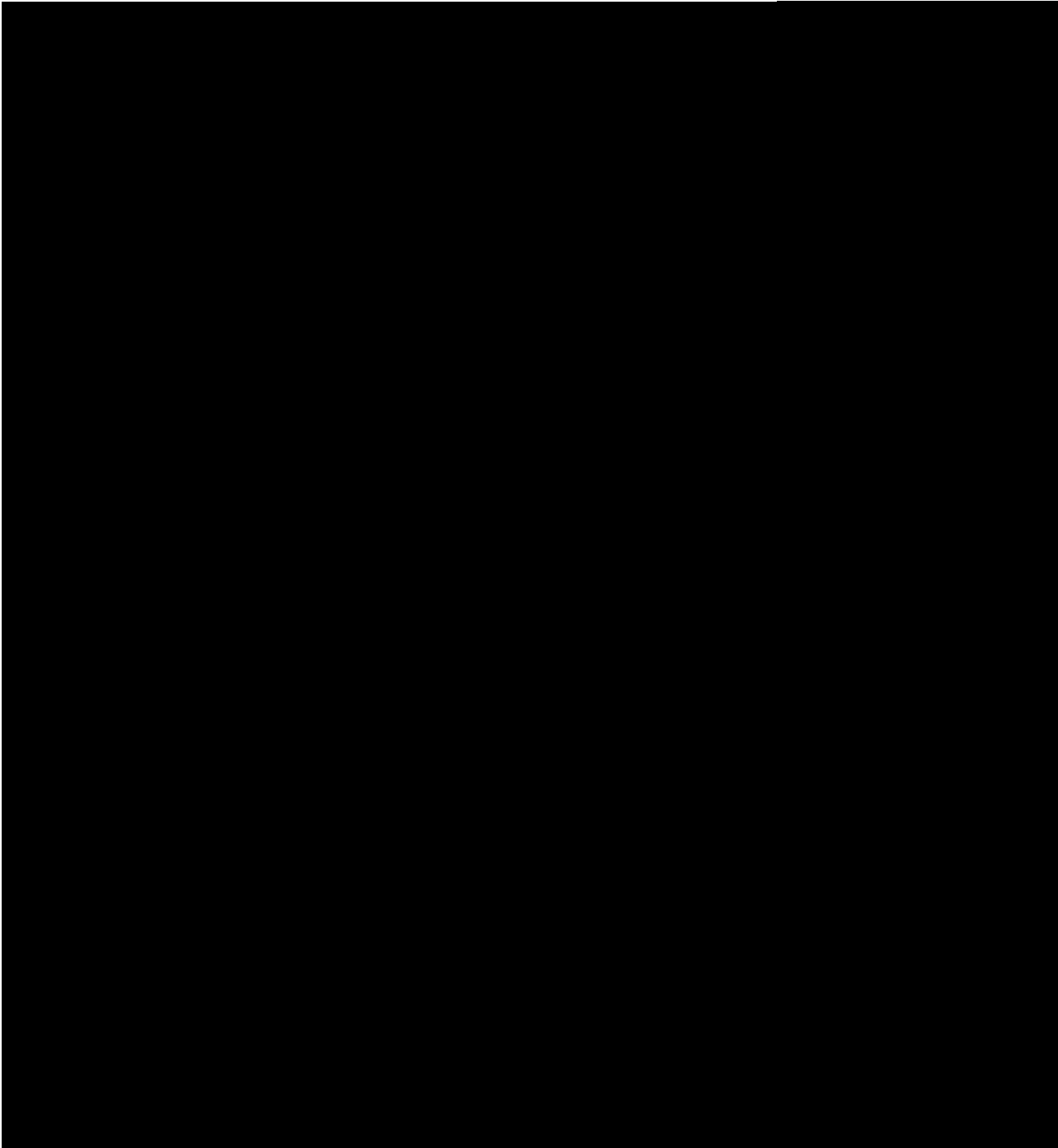
Exhibit A

Equipment



(Handwritten mark)

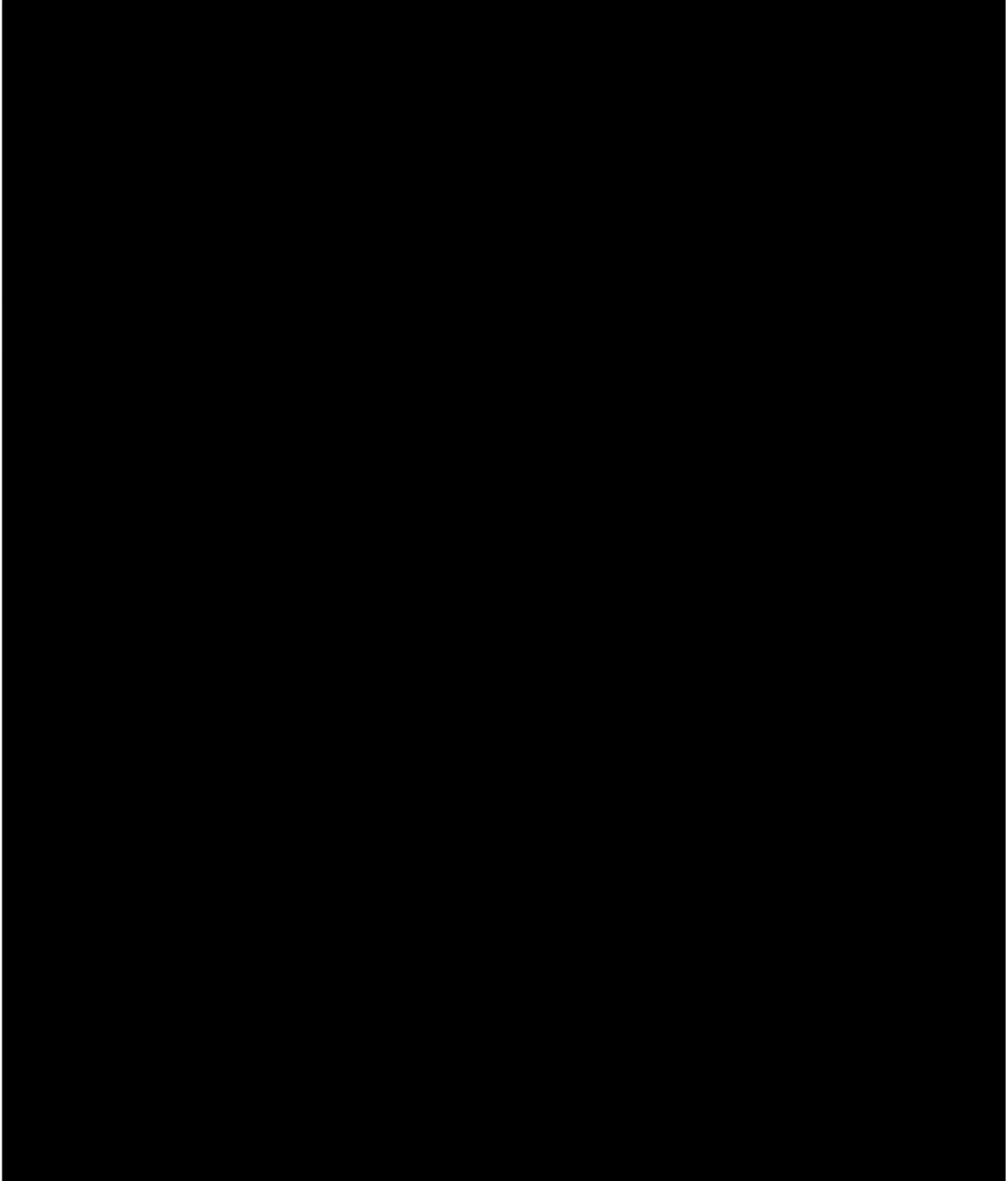
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REDACTED

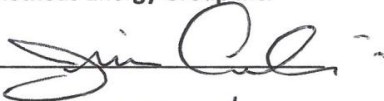
**FIRST AMENDMENT TO
EQUIPMENT RENTAL AND SUPPORT SERVICES AGREEMENT**



7

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date hereinabove written.

Prometheus Energy Group Inc.

By: 

Printed Name: Tim Avelis

Title: COO

Date: 4/12/2020

The Narragansett Electric Company d/b/a National Grid

By: 

Printed Name: John V. Vaughn

Title: Authorized Signatory

Date: April 10, 2020



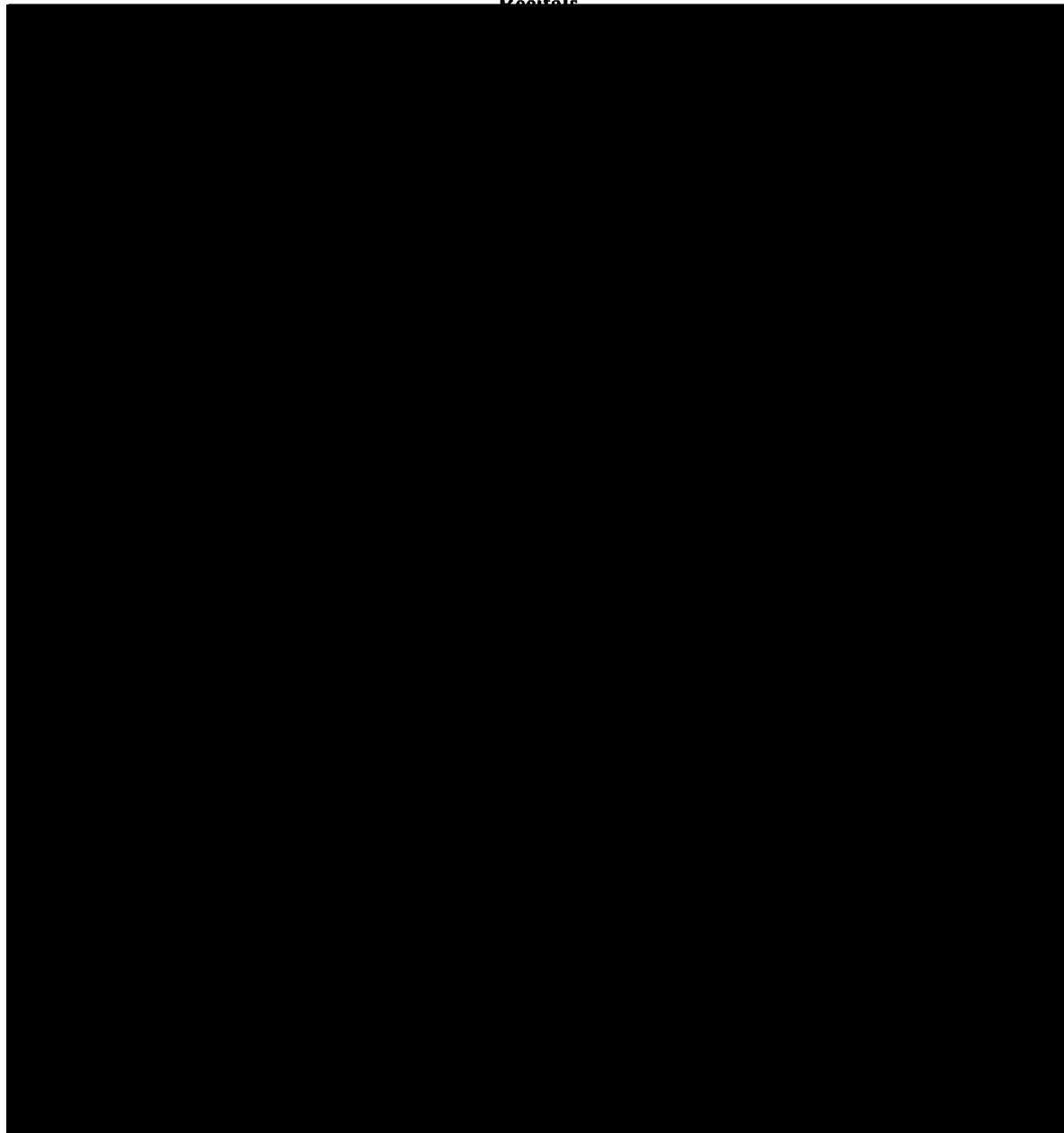
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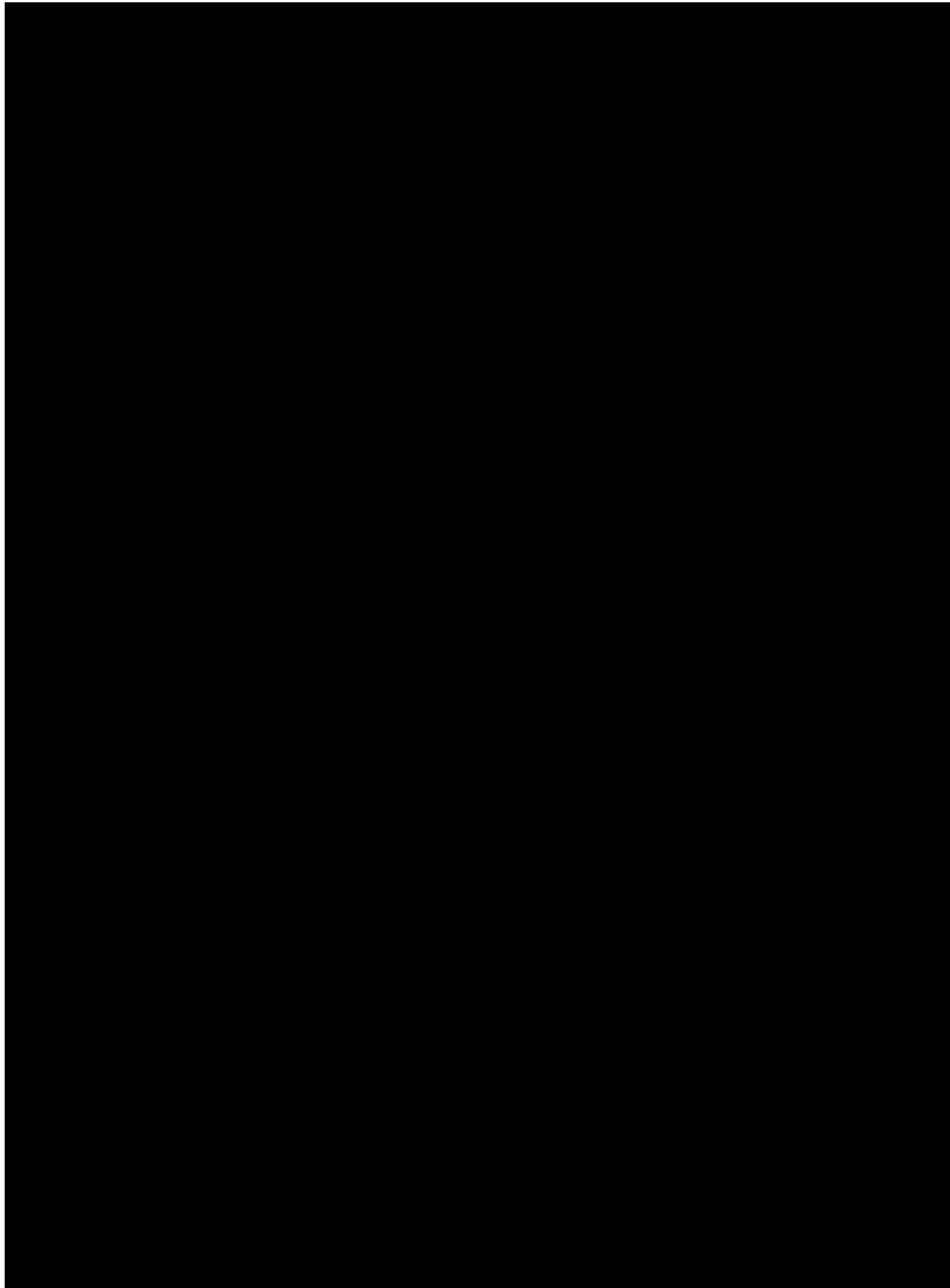
Equipment Rental and Support Services Agreement

This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 14th day of August 2019 (the "Effective Date") by and between Prometheus Energy Group Inc., a Delaware corporation ("Prometheus") and its affiliates, and The Narragansett Electric Company d/b/a National Grid ("Customer"). Prometheus and Customer are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties".

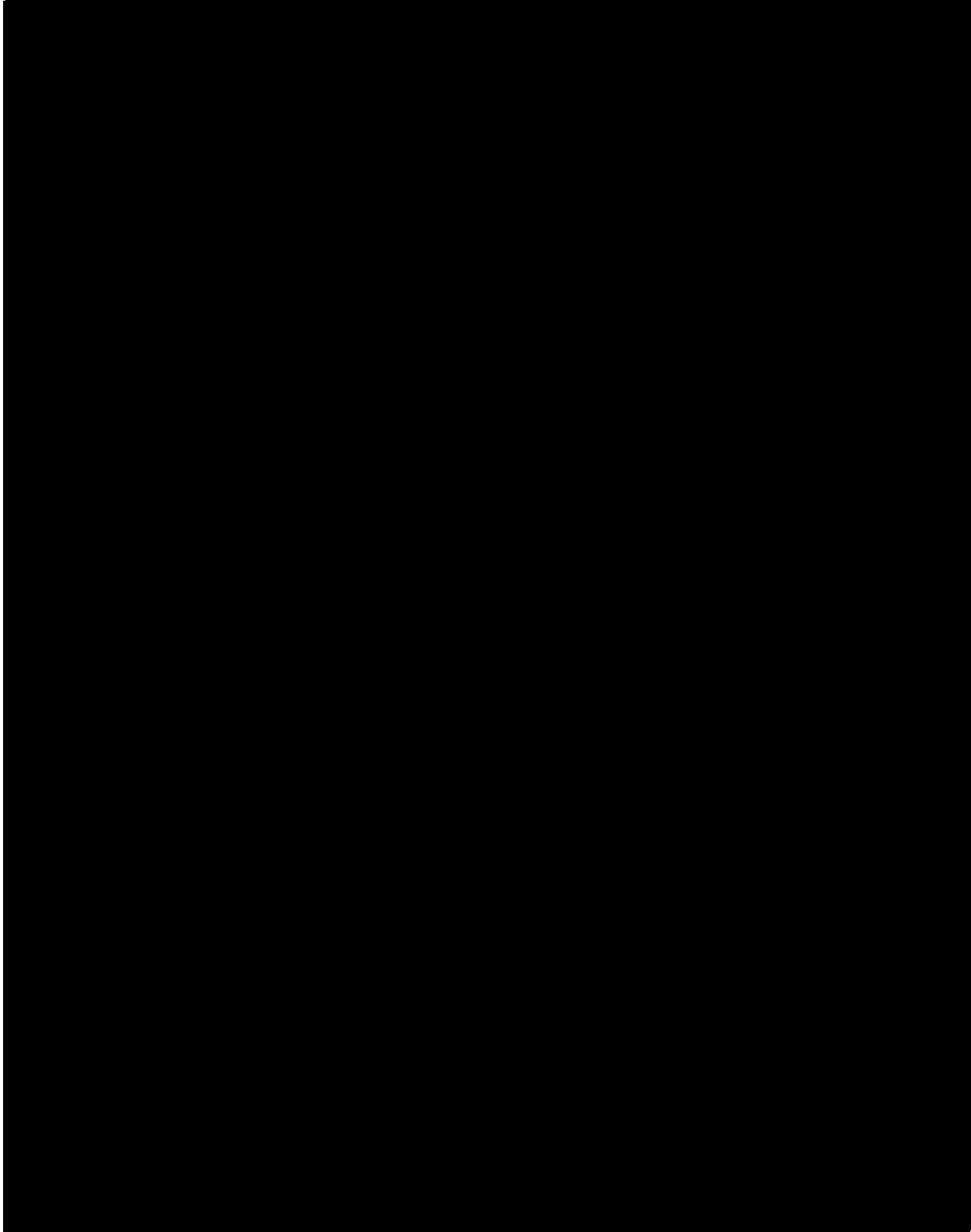
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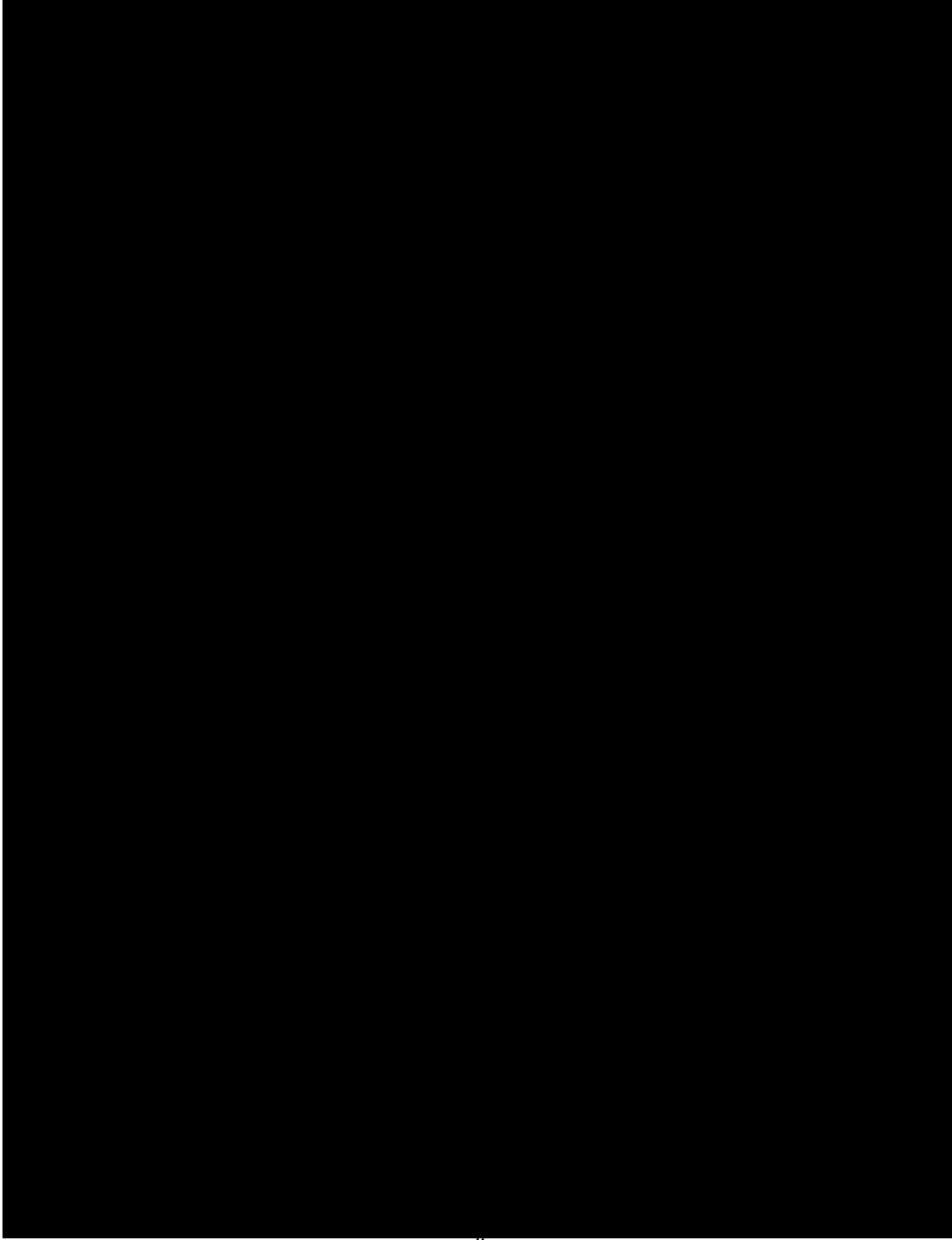
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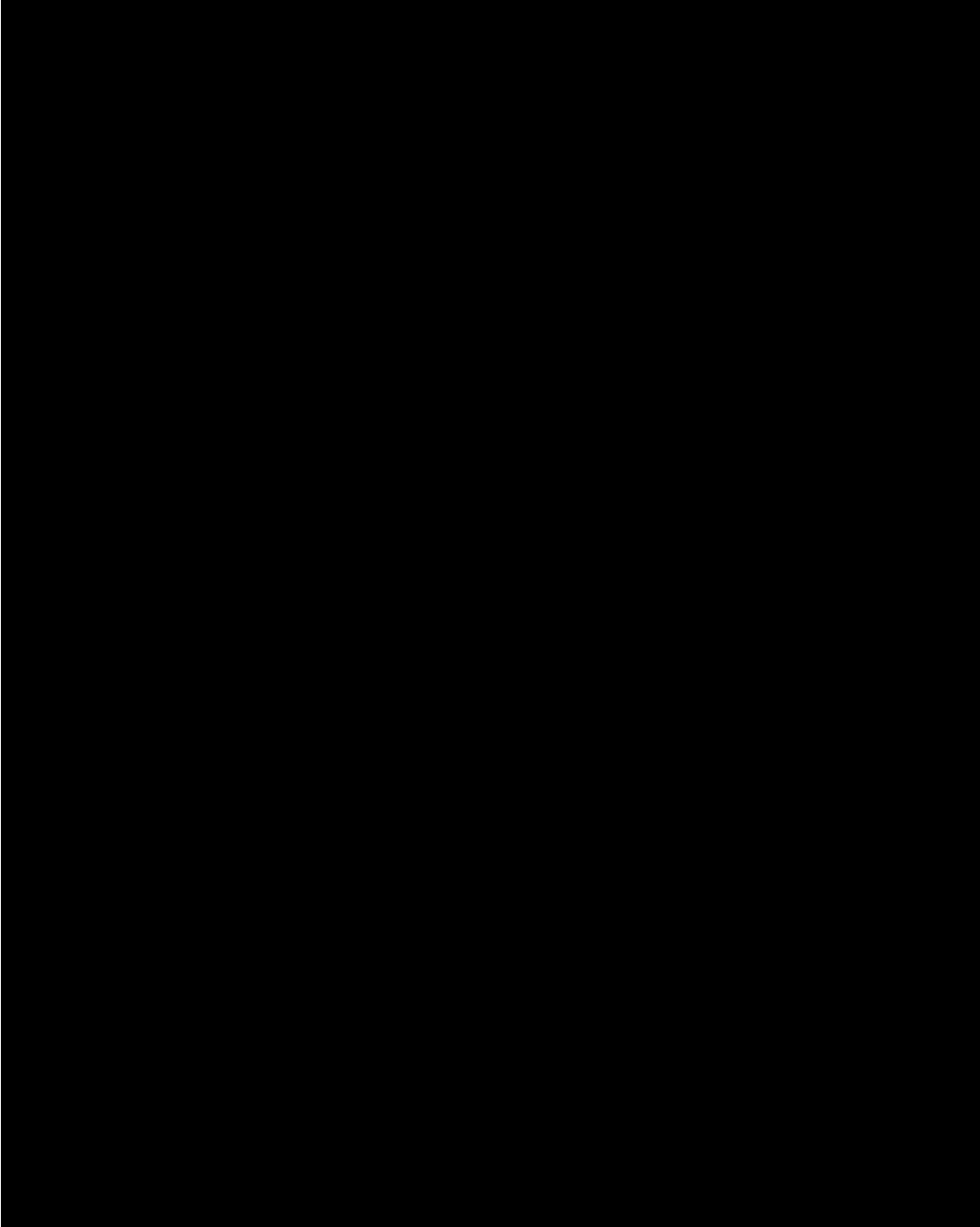
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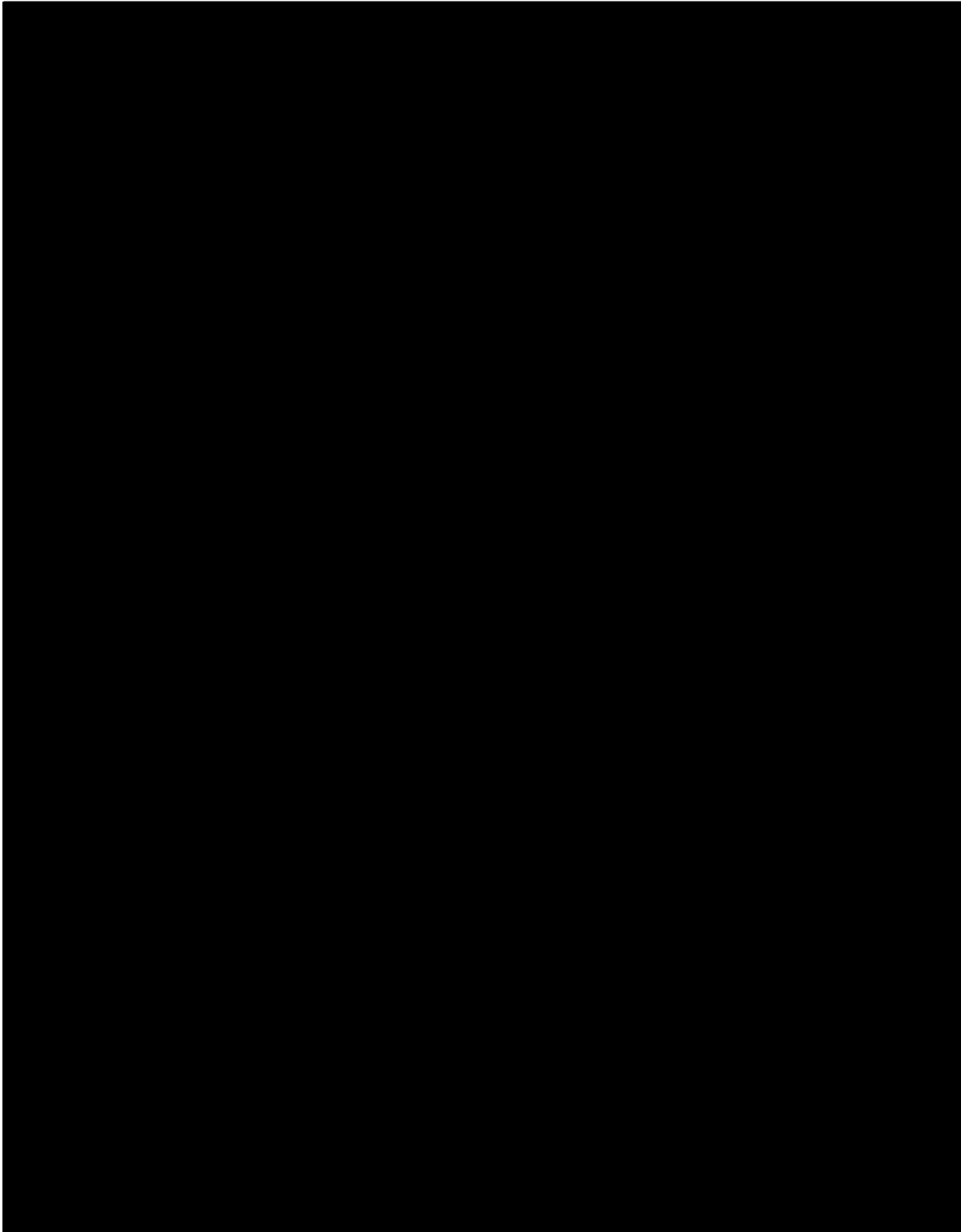
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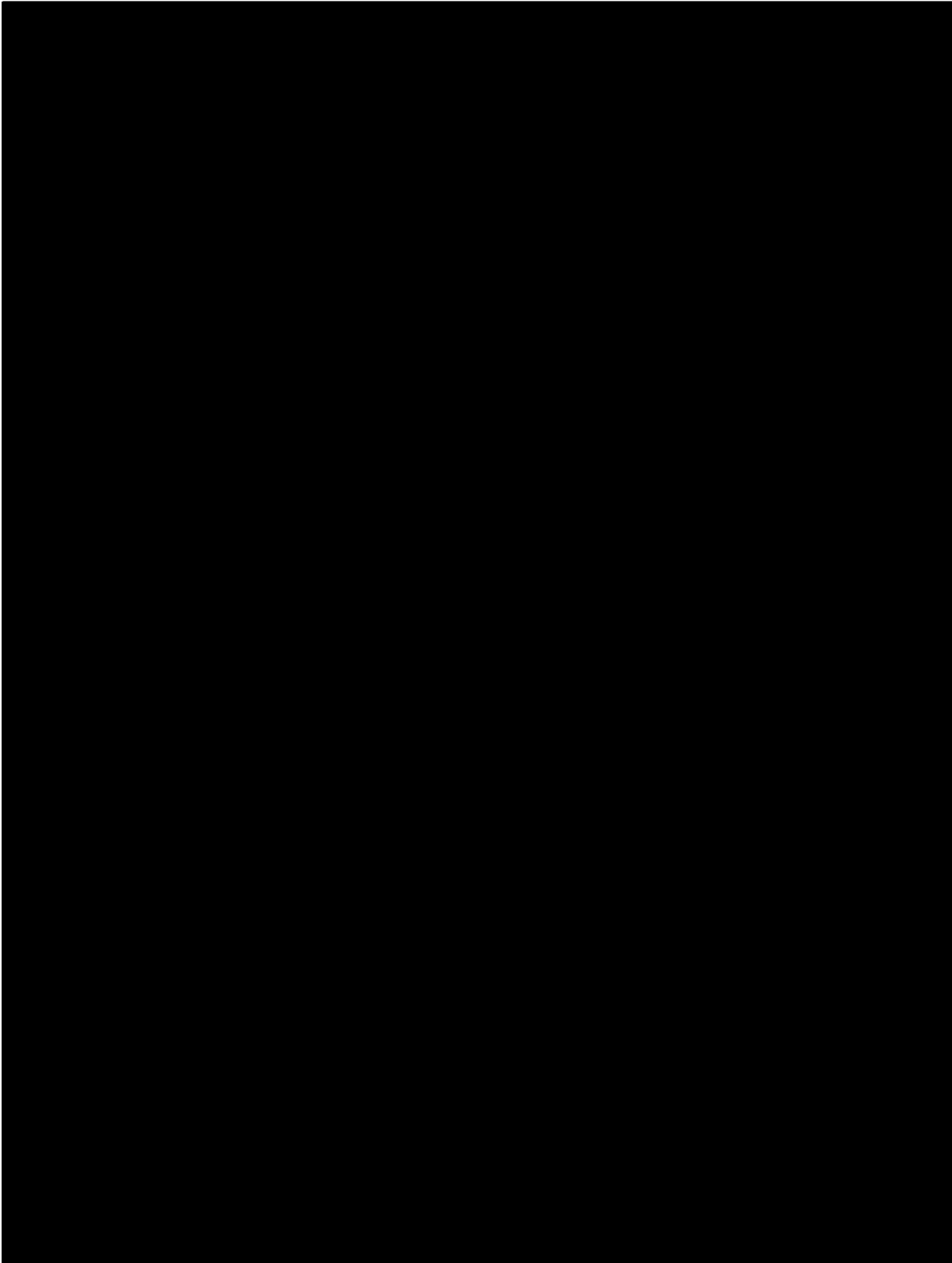
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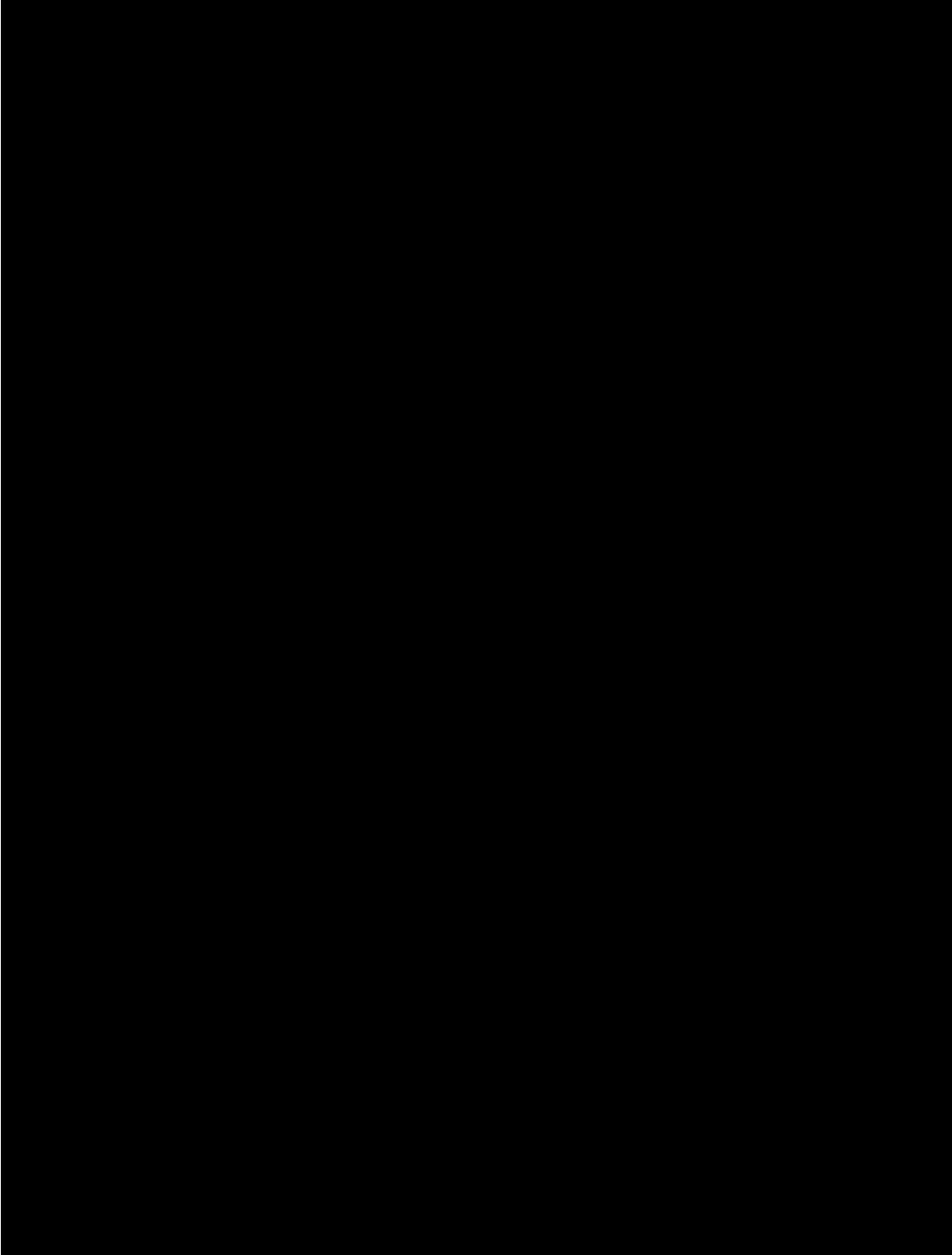
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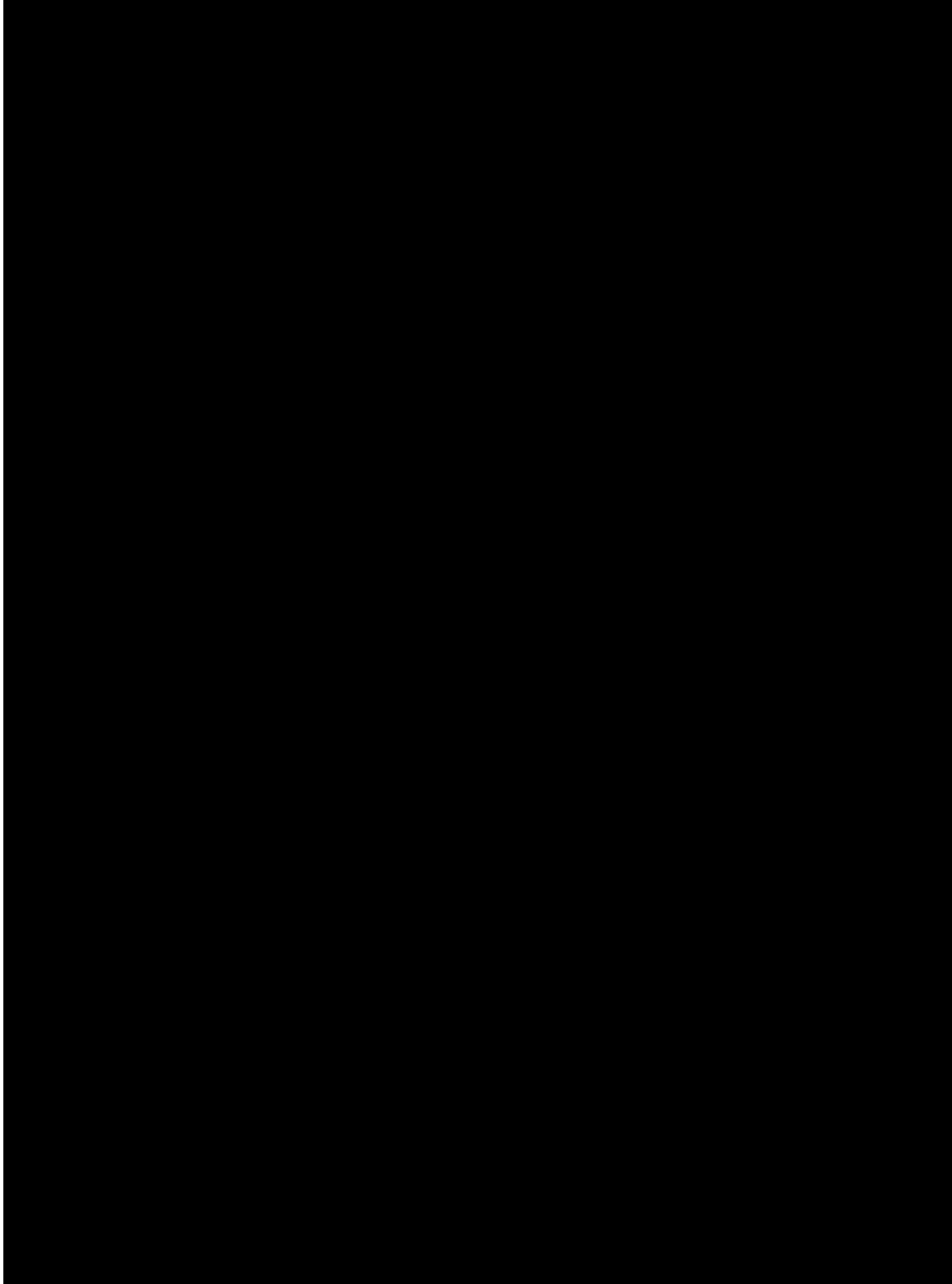
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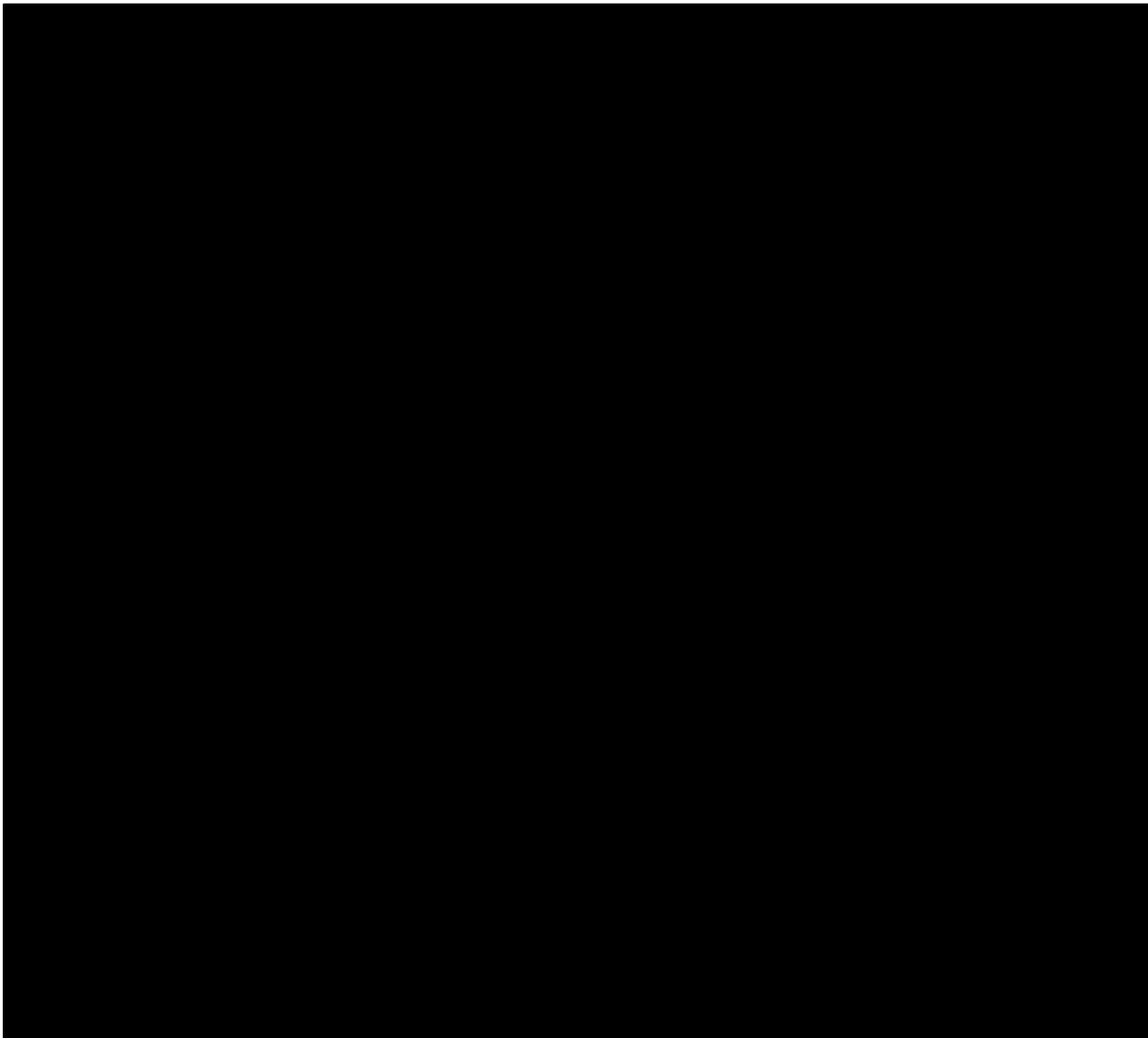


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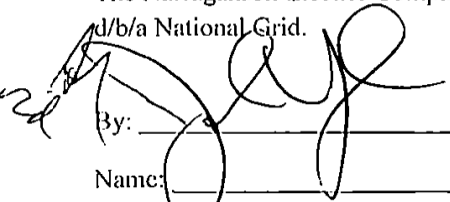
REDACTED





IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above.

The Narragansett Electric Company
d/b/a National Grid.

By: 
Name: John V. Vaughn
Title: Authorized Signatory

Prometheus Energy Group, Inc. & affiliates


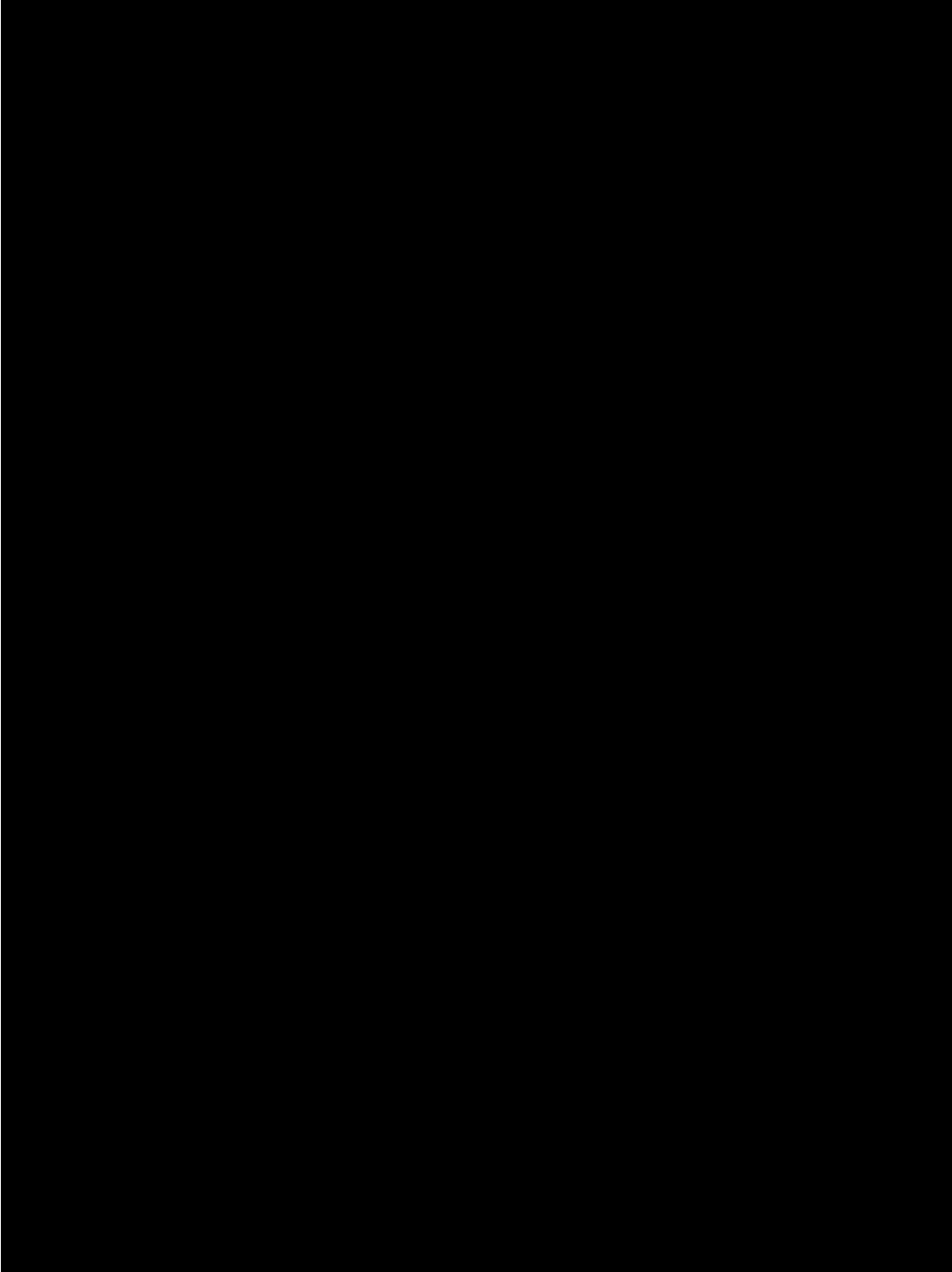
By: 
Name: Jim Aivalis
Title: COO

Exhibit A



REDACTED

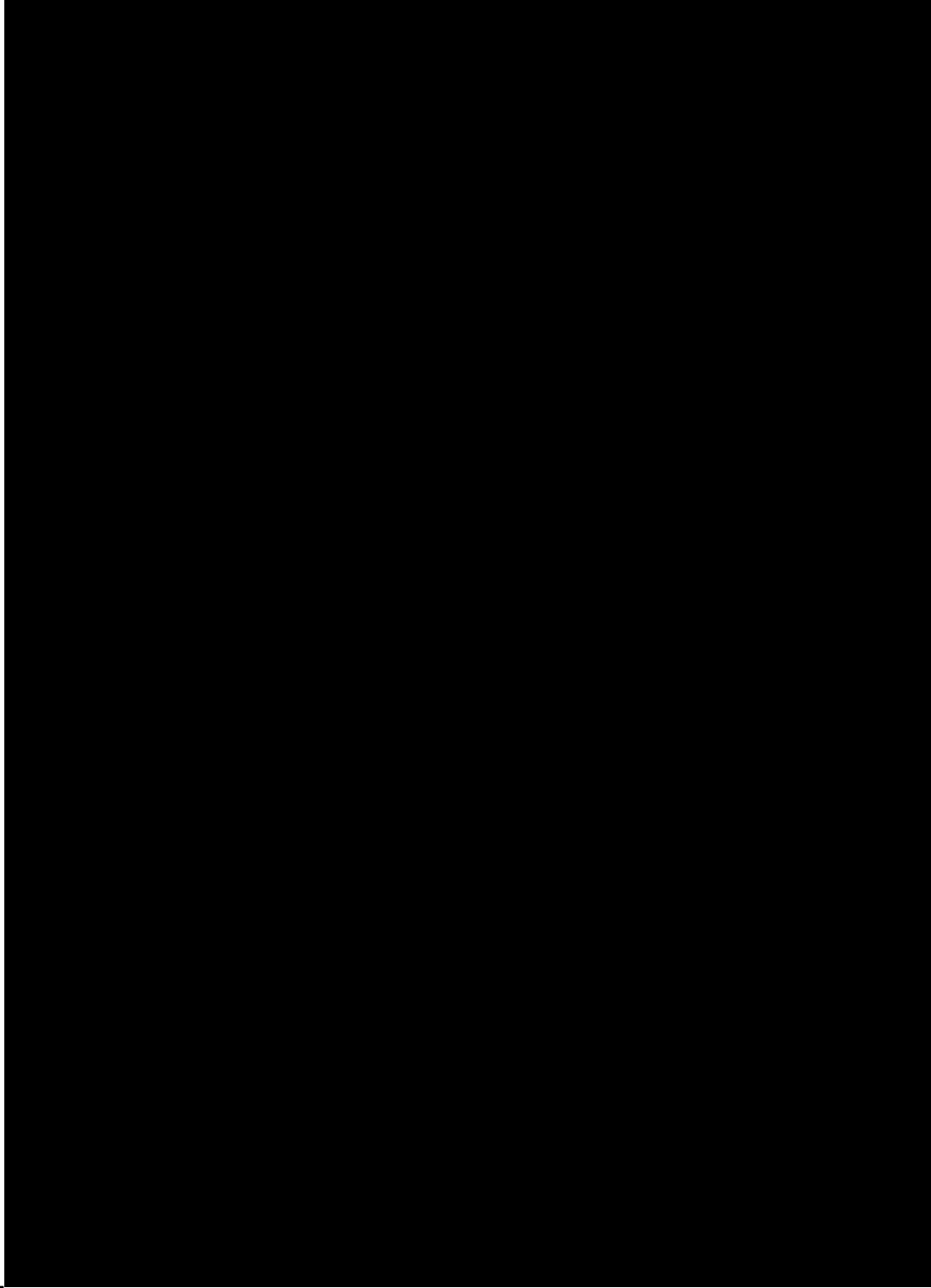


Exhibit B

Pricing

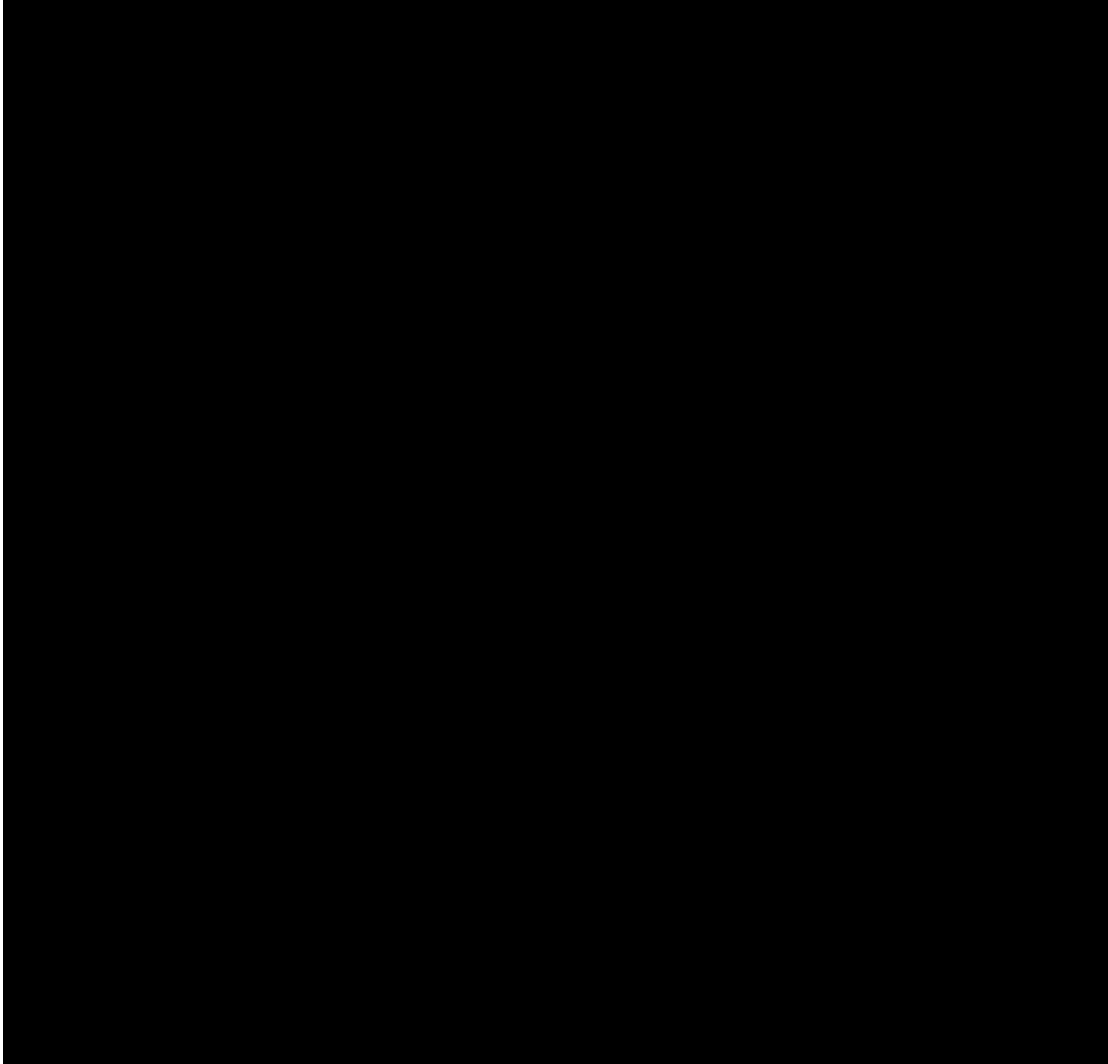
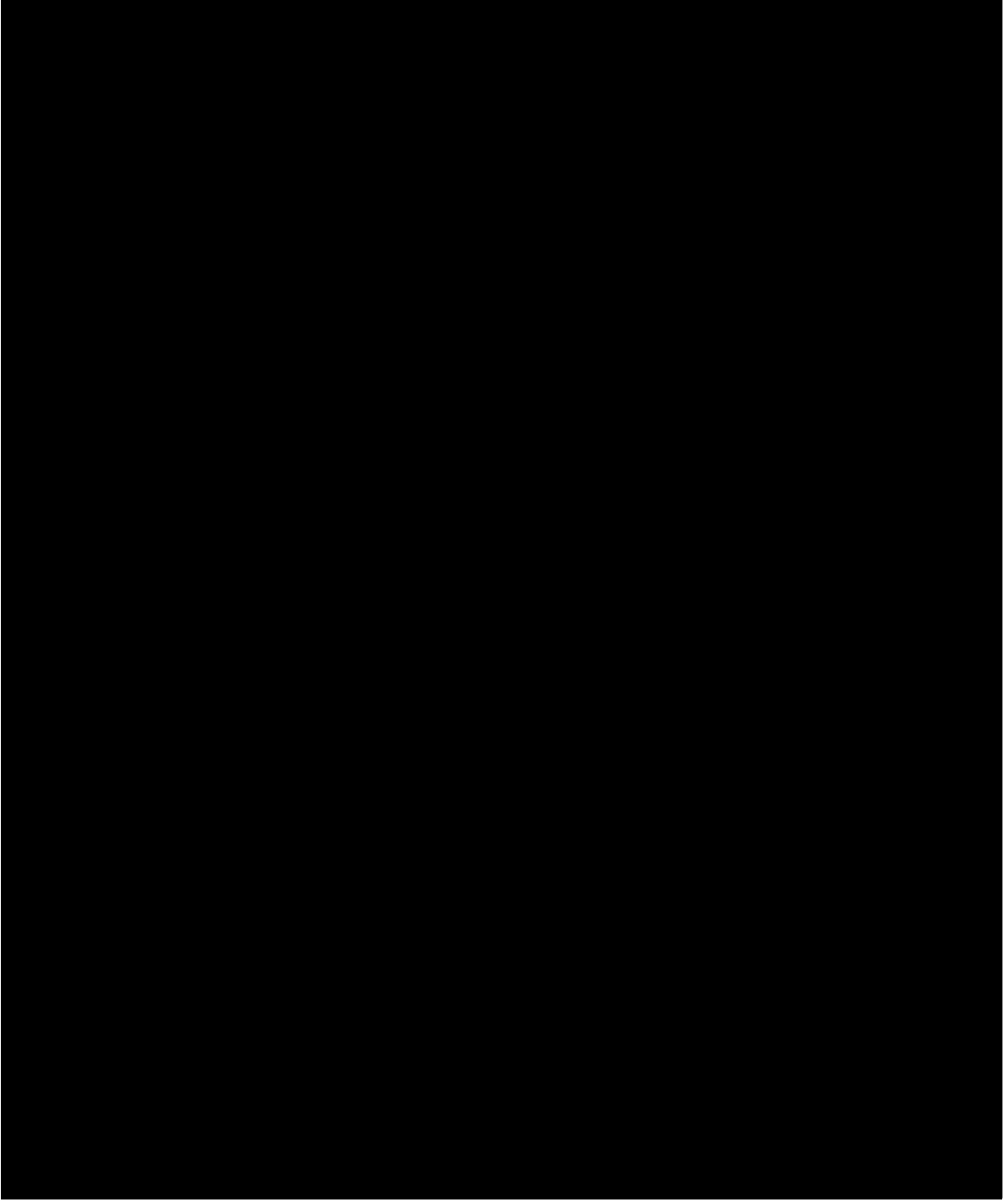


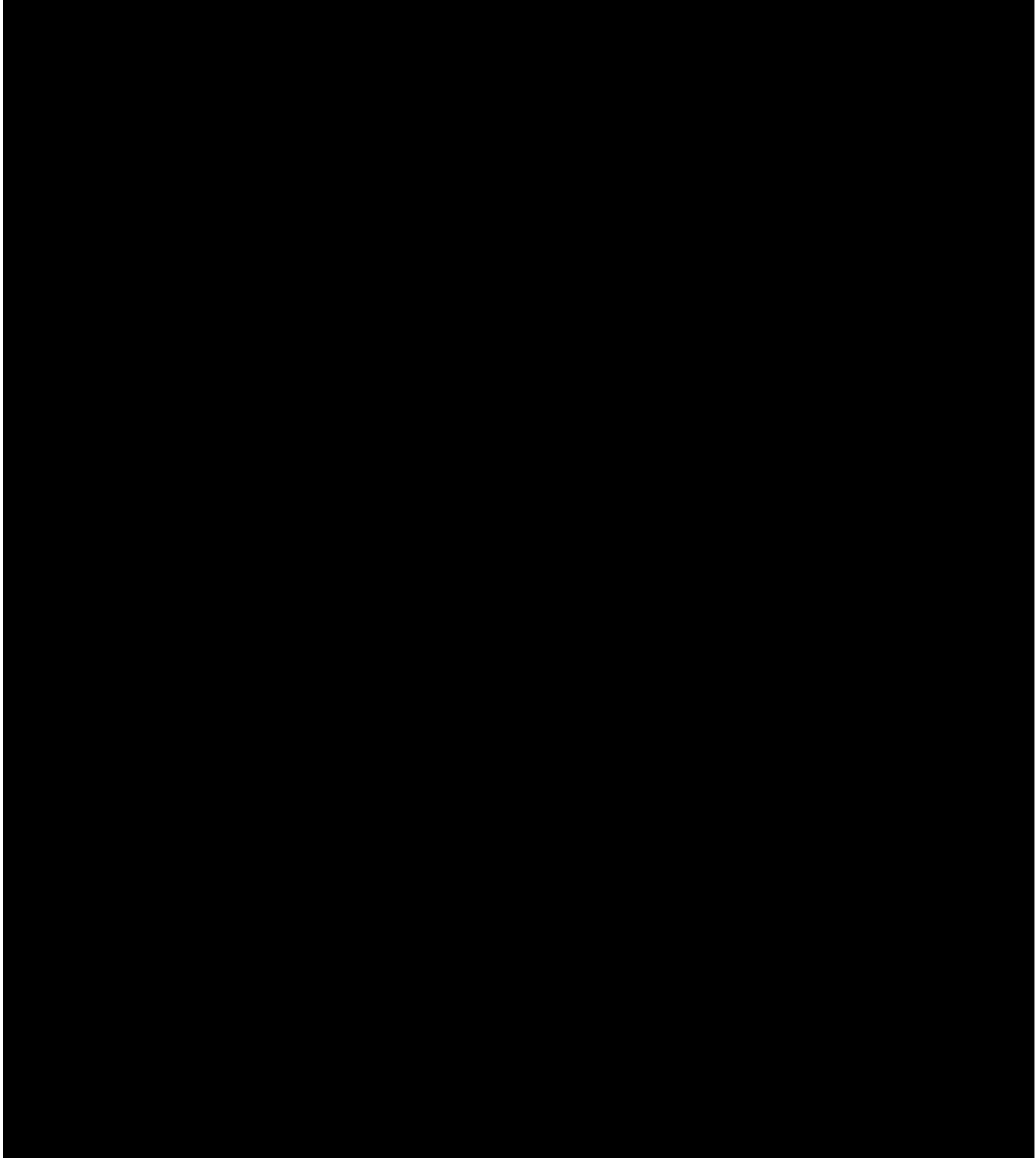
Exhibit C



REDACTED



Equipment Rental and Support Services Agreement



The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-21

Request:

Reference Exhibit 18, page 1. Please explain why LNG Trucking costs are subtracted from total costs and identify which line item they are initially included.

Response:

The LNG trucking costs are initially included in variable costs for commodity purchases.

It is subtracted because the Company charges customers the Weighted Average Cost of Gas (“WACOG”) when gas is withdrawn from LNG and used in the winter months. The WACOG calculation includes the cost of LNG trucking. If it is not subtracted out, the Company would be charging customers twice.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-22

Request:

Please provide a schedule similar of Exhibit 16 for design hour. Requirements and Resources may be provided on a daily rather than hourly basis.

Response:

Exhibit 16, page 1 represents design day with proposed resources under sales and customer choice requirements. Exhibit 2 of the Gas Long-Range Plan illustrates the Company's modeling for design hour planning for the next upcoming five winters. In Exhibit 2, the breakdown by gate station and by LNG site can be seen on the peak hour. A copy of Exhibit 2 is attached to this response as Attachment Division 1-22 for reference.

RESULTS FOR WINTER 2022/23 THROUGH 2026/27
Design Peak Hour Table

				2022/23		
Pipeline/LNG	Lateral	Take Station	Meter No.	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0
AGT	G	Warren	00012	811	737	74
AGT		Burrillville	00044	0	29	-29
AGT	G	Crary St	00842	0	3,990	-3,990
AGT	G	Dey St	00004	5,546	2,110	3,437
AGT	G	Cumberland	00083	42	24	18
AGT	G	Portsmouth	00013	1,045	1,032	13
AGT	G	Tiverton	00033	56	65	-9
AGT	G	E Providence	00010	1,698	1,152	545
AGT	E	Westerly	00008	144	121	23
AGT		Montville	00059	208	213	-5
TGP	Cranston	Cranston	420750	3,325	2,127	1,198
TGP	Cranston	Lincoln	420758	1,283	1,358	-75
TGP	Cranston	Smithfield	420910	450	1,573	-1,123
TGP		Cumberland	420135	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	158	492
LNG		Exeter		1,000	750	250
LNG (incl. NGLNG)		Providence		3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0
Total:				22,310	21,489	821
AGT	G-6 Only (Feed Prov Area)			8,055	7,988	67
AGT	G-2 (Feed Tiv & AI)			1,101	1,097	3
AGT	E			352	334	18
TGP	Cranston			5,058	5,057	1

Notes

- 1) Flows reflect a managed system for Northern Rhode Island.
- 2) Flows reflect 2021 hydraulic model with a global adjustment to have demand match sendout for Capacity Exempt, FT-1 and rest of customers (SFT2) for the June 2022 forecast for Rhode Island and the region focused June 2022 forecast for Aquidneck Island.

RESULTS FOR WINTER 2022/23 THROUGH 2026/27
Design Peak Hour Table

				2023/24		
Pipeline/LNG	Lateral	Take Station	Meter No.	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0
AGT	G	Warren	00012	770	749	20
AGT		Burrillville	00044	0	29	-29
AGT	G	Crary St	00842	0	4,172	-4,172
AGT	G	Dey St	00004	5,565	2,124	3,441
AGT	G	Cumberland	00083	42	24	18
AGT	G	Portsmouth	00013	1,045	1,035	11
AGT	G	Tiverton	00033	56	66	-10
AGT	G	E Providence	00010	1,698	1,209	489
AGT	E	Westerly	00008	144	122	22
AGT		Montville	00059	208	219	-10
TGP	Cranston	Cranston	420750	3,561	2,159	1,402
TGP	Cranston	Lincoln	420758	1,283	1,395	-111
TGP	Cranston	Smithfield	420910	450	1,566	-1,116
TGP		Cumberland	420135	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	175	475
LNG		Exeter		1,000	750	250
LNG (incl. NGLNG)		Providence		3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0
Total:				22,523	21,844	680
AGT	G-6 Only (Feed Prov Area)			8,033	8,254	-221
AGT	G-2 (Feed Tiv & AI)			1,101	1,100	0
AGT	E			352	341	11
TGP	Cranston			5,295	5,120	175

Notes

- 1) Flows reflect a managed system for Northern Rhode Island.
- 2) Flows reflect 2021 hydraulic model with a global adjustment to have demand match sendout for Capacity Exempt, FT-1 and rest of customers (SFT2) for the June 2022 forecast for Rhode Island and the region focused June 2022 forecast for Aquidneck Island.

RESULTS FOR WINTER 2022/23 THROUGH 2026/27
Design Peak Hour Table

				2024/25		
Pipeline/LNG	Lateral	Take Station	Meter No.	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0
AGT	G	Warren	00012	770	751	19
AGT		Burrillville	00044	0	29	-29
AGT	G	Crary St	00842	0	4,195	-4,195
AGT	G	Dey St	00004	5,023	2,133	2,890
AGT	G	Cumberland	00083	42	24	17
AGT	G	Portsmouth	00013	1,045	1,035	11
AGT	G	Tiverton	00033	56	66	-10
AGT	G	E Providence	00010	1,698	1,311	386
AGT	E	Westerly	00008	144	123	21
AGT		Montville	00059	208	228	-19
TGP	Cranston	Cranston	420750	3,567	2,216	1,351
TGP	Cranston	Lincoln	420758	1,283	1,401	-117
TGP	Cranston	Smithfield	420910	450	1,588	-1,138
TGP		Cumberland	420135	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	189	461
LNG		Exeter		1,000	750	250
LNG (incl. NGLNG)		Providence		3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0
Total:				21,986	22,089	-103
AGT	G-6 Only (Feed Prov Area)			7,490	8,390	-900
AGT	G-2 (Feed Tiv & AI)			1,101	1,100	1
AGT	E			352	351	1
TGP	Cranston			5,300	5,205	95

Notes

- 1) Flows reflect a managed system for Northern Rhode Island.
- 2) Flows reflect 2021 hydraulic model with a global adjustment to have demand match sendout for Capacity Exempt, FT-1 and rest of customers (SFT2) for the June 2022 forecast for Rhode Island and the region focused June 2022 forecast for Aquidneck Island.

RESULTS FOR WINTER 2022/23 THROUGH 2026/27
Design Peak Hour Table

Pipeline/LNG	Lateral	Take Station	Meter No.	2025/26		
				Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0
AGT	G	Warren	00012	770	751	19
AGT		Burrillville	00044	0	29	-29
AGT	G	Crary St	00842	0	4,115	-4,115
AGT	G	Dey St	00004	5,024	2,113	2,911
AGT	G	Cumberland	00083	42	24	17
AGT	G	Portsmouth	00013	1,045	1,035	10
AGT	G	Tiverton	00033	56	65	-10
AGT	G	E Providence	00010	1,698	1,177	521
AGT	E	Westerly	00008	144	124	20
AGT		Montville	00059	208	234	-26
TGP	Cranston	Cranston	420750	3,568	2,619	949
TGP	Cranston	Lincoln	420758	1,283	1,398	-114
TGP	Cranston	Smithfield	420910	450	1,572	-1,122
TGP		Cumberland	420135	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	198	452
LNG		Exeter		1,000	750	250
LNG (incl. NGLNG)		Providence		3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0
Total:				21,989	22,256	-267
AGT	G-6 Only (Feed Prov Area)			7,491	8,156	-665
AGT	G-2 (Feed Tiv & AI)			1,101	1,100	0
AGT	E			352	359	-6
TGP	Cranston			5,301	5,589	-287

Notes

- 1) Flows reflect a managed system for Northern Rhode Island.
- 2) Flows reflect 2021 hydraulic model with a global adjustment to have demand match sendout for Capacity Exempt, FT-1 and rest of customers (SFT2) for the June 2022 forecast for Rhode Island and the region focused June 2022 forecast for Aquidneck Island.

RESULTS FOR WINTER 2022/23 THROUGH 2026/27
Design Peak Hour Table

				2026/27		
Pipeline/LNG	Lateral	Take Station	Meter No.	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0
AGT	G	Warren	00012	770	757	13
AGT		Burrillville	00044	0	29	-29
AGT	G	Crary St	00842	0	4,138	-4,138
AGT	G	Dey St	00004	5,024	2,127	2,898
AGT	G	Cumberland	00083	42	25	17
AGT	G	Portsmouth	00013	1,045	1,034	11
AGT	G	Tiverton	00033	56	66	-10
AGT	G	E Providence	00010	1,698	1,207	490
AGT	E	Westerly	00008	144	125	19
AGT		Montville	00059	208	236	-28
TGP	Cranston	Cranston	420750	3,569	2,645	924
TGP	Cranston	Lincoln	420758	1,283	1,415	-132
TGP	Cranston	Smithfield	420910	450	1,582	-1,132
TGP		Cumberland	420135	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	207	443
LNG		Exeter		1,000	750	250
LNG (incl. NGLNG)		Providence		3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0
Total:				21,990	22,393	-403
AGT	G-6 Only (Feed Prov Area)			7,492	8,229	-737
AGT	G-2 (Feed Tiv & AI)			1,101	1,100	1
AGT	E			352	361	-9
TGP	Cranston			5,302	5,642	-340

Notes

- 1) Flows reflect a managed system for Northern Rhode Island.
- 2) Flows reflect 2021 hydraulic model with a global adjustment to have demand match sendout for Capacity Exempt, FT-1 and rest of customers (SFT2) for the June 2022 forecast for Rhode Island and the region focused June 2022 forecast for Aquidneck Island.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2022/23 to 2026/27
Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Division 1-23

Request:

Please identify the extent to which FT-1 capacity exempt, FT-1 capacity eligible, and FT-2, and non-firm sales contribute to the recovery of LNG-related costs that are also assessed to GCR customers.

Response:

FT-1 capacity exempt, FT-1 capacity eligible, and non-firm sales customers do not contribute to the recovery of LNG-related costs. FT-2 customers indirectly contribute to the recovery of LNG costs in that their marketers are assessed the FT-2 Demand Rate, which includes recovery of LNG-related demand costs. The Company does not have visibility as to whether or how the FT-2 Demand charges are passed on by the Marketers to FT-2 customers. Furthermore, LNG-related costs that are procured to meet peak hour requirements are reallocated from the GCR to the DAC, in which case both FT-1 and FT-2 customers, along with all other customers, contribute to the recovery of these costs.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
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Responses to the Division's First Set of Data Requests
Issued on July 26, 2022

Redacted
Division 1-24

Request:

Please provide a breakdown of the monthly LNG-related costs that the Company anticipates incurring during the period November 2022 through October 2023 and the LNG-related costs to be recovered from GCR customers. The breakdown should include costs by:

- a. contract
- b. the area(s) served;
- c. type (e.g., trucking, commodity); and
- d. the applicable billing determinants for each type of cost (e.g., commodity, demand, other).

Response:

Please see the below table which contains the information requested in parts a through d. This response contains confidential pricing information; therefore, the Company is providing redacted and confidential versions of this response, subject to a Motion for Protective Treatment.

<u>Contract</u>	<u>Area Served</u>	<u>Type</u>	<u>Volume</u>	<u>Commodity/Dth Demand/Dth</u>	<u>Notes</u>
NGLNG Liquefaction	LNG Tanks	Liquefaction	2,616		Expected In Service Nov 2022
Northeast Energy Center Liquefaction	LNG Tanks	Liquefaction	1,780		Expected In Service April 2023
UGI Summer Refill	LNG Tanks	Supply	100,000		Only for November 2022
UGI Trucking	LNG Tanks	Trucking	100,000		Pay for Commodity as used
GazMetro Summer Refill	LNG Tanks	Supply	68,000		Only for November 2022
GazMetro Trucking	LNG Tanks	Trucking	68,000		Pay for Commodity as used
Estimated Winter Refill Deal	Portables & LNG Tanks	Supply	192,450		December 2022 - March 2023

The Narragansett Electric Company
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Division 1-25

Request:

Please provide a detailed description of how FT-2 suppliers/customers are assessed for the costs associated with the balancing services provided by the Company. Include calculations for the period November 2022 through October 2023 based on the costs reflected in the Long-Term Plan.

Response:

The FT-2 customers require the Company to assume substantial responsibility for balancing customer's deliveries and usage on a daily basis. Under FT-2 service, the Company informs Marketers of their required deliveries for the upcoming gas day and is then responsible for meeting any difference between the forecast and actual quantities as a result of weather or other factors through storage and peaking services. For this reason, the Company plans for pipeline, storage, and peaking assets to meet the peak day requirements of FT-2 customers.

The FT-2 demand rates for November 2022 through October 2023 will be proposed with the Company's upcoming GCR filing which will be filed September 1, 2022.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-06-NG
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Division 1-26

Request:

Please explain whether FT-1 suppliers/customers are assessed balancing charges and how they are calculated. If FT-1 suppliers/customers are not assessed balancing charges, explain why this is reasonable.

Response:

The Company does not assess marketers serving FT-1 customers a balancing charge because this service requires daily balancing of deliveries and usage by the Marketer, which includes meeting the impact of unanticipated swings in weather and/or demand. The Company only plans for pipeline assets required to serve the FT-1 customer requirements and does not plan for storage and peaking assets required to serve these customers. Therefore, the Company does not assess marketers serving FT-1 customers a balancing charge.