

August 4, 2023

VIA ELECTRONIC MAIL

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

RE: Docket 22-06-NG – Gas Long-Range Resource and Requirements Plan - Responses to the Rhode Island Division of Public Utilities and Carriers’ (“Division”) First Set of Data Requests

Dear Ms. Massaro:

On behalf of Rhode Island Energy,¹ I have enclosed an electronic version of the Company’s responses to the Division’s first set of data requests issued on July 12, 2023 in the referenced docket.

The Company’s responses to Division Data Requests 1-4, 1-12, 1-13, and 1-16 and Attachments Division 1-4-1, 1-4-2, 1-10, 1-12-1, 1-12-2, 1-13, and 1-14 contain commercially sensitive gas pricing and confidential commercial terms. Therefore, the Company has provided redacted and confidential versions of these materials 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.

Please note that the following materials are provided in Excel format as requested by the Division: Attachments Division 1-1-1, 1-1-2, 1-2, 1-5, 1-7, 1-11, 1-18 and Confidential Attachments Division 1-12-1 and 1-12-2.

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

Robinson+Cole

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Docket No. 22-06-NG – Responses to Division Set 1
August 4, 2023
Page 2

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

Very truly yours,



Steven J. Boyajian

Enclosures

cc: Docket 22-06-NG Service List
John Bell, Division (w/confidential version)
Al Mancini, Division (w/confidential version)
Jerome Mierzwa (w/confidential version)
Leo Wold, Esq. (w/confidential version)

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

THE NARRAGANSETT ELECTRIC)	
COMPANY d/b/a RHODE ISLAND ENERGY)	DOCKET NO. 22-06-NG
GAS LONG-RANGE RESOURCE AND)	
REQUIREMENTS PLAN)	

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY
FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

The Narragansett Electric Company (the “Company”) hereby respectfully requests that the Public Utilities Commission (“Commission”) grant protection from public disclosure for certain confidential responses to the Rhode Island Division and Public Utilities and Carriers’ (the “Division”) First Set of Data Requests. Specifically, the Company seeks protective treatment for its responses to Division Data Requests 1-4, 1-12, 1-13, and 1-16 and Attachments Division 1-4-1, 1-4-2, 1-10, 1-12-1, 1-12-2, 1-13, and 1-14 (the “Confidential Materials”). The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the Commission preliminarily grant the Company’s request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The company seeks protective treatment for the Confidential Materials because they commercially sensitive contract terms, including gas pricing information or other commercial terms, that the Company carefully negotiates with contract counterparties. In some cases, the pricing information and other commercial terms contained in the Confidential Materials are contained within agreements that contain explicit confidentiality provisions.

I. LEGAL STANDARD

Rhode Island’s Access to Public Records Act (“APRA”), R.I.G.L. §38-2-1 *et. seq.*, sets forth the parameters for public access to documents in the possession of state and local government

agencies. Under APRA, all documents and materials submitted in connection with the transaction of official business by an agency are 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.G.L. §38-2-2(4). Therefore, to the extent that information provided to the Commission falls within one of the designated exceptions to APRA, the Commission has the authority under the terms of APRA to deem such information to be 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 Company v. Convention Center Authority*, 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.

The Rhode Island Supreme Court has also noted that the agencies making determinations as to the disclosure of information under APRA may apply a balancing test. *See Providence*

Journal v. Kane, 577 A.2d 661 (R.I. 1990). Under this balancing test, after a record has been determined to be public, the Commission may protect information from public disclosure if the benefit of such protection outweighs the public interest inherent in disclosure of information pending before regulatory agencies. *Kane*, 557 A.2d at 663 (“Any balancing of interests arises only after a record has first been determined to be a public record.”).

II. BASIS FOR CONFIDENTIALITY

The Confidential Materials included within the Company’s responses to the Division’s First Set of Data Requests, and the attachments to those responses, include commercially sensitive gas pricing information and other commercial terms that the Company maintains as confidential for a number of reasons. First, if the Company were to disclose the prices or other terms that it has agreed to with gas suppliers and shippers, then the Company’s ability to negotiate more advantageous terms in the future would be hampered since market participants would be informed of what the Company has been willing to agree to in the past. Similarly, if the Company were to publicly disclose advantageous pricing or commercial terms that it had obtained through negotiation, counterparties would hesitate to offer the Company advantageous terms in the future since disclosure of those terms would have hampered counterparties’ ability to negotiate with other customers. For these reasons, the Confidential Materials are not of a kind that would customarily be released to the public by the Company. Therefore, the first prong of the *Providence Journal* test has been satisfied. *See Providence Journal*, 774 A.2d at 47.

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the Commission grant this motion for protective treatment of the Confidential Materials contained in the Company’s

responses to Division Data Requests 1-4, 1-12, 1-13, and 1-16 and in Attachments Division 1-4-1, 1-4-2, 1-10, 1-12-1, 1-12-2, 1-13, and 1-14.

Respectfully submitted,

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

By its attorneys,

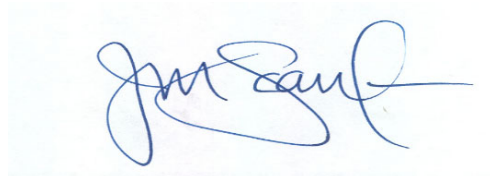


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Dated: August 4, 2023

CERTIFICATE OF SERVICE

I hereby certify that on August 4, 2023, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 22-06-NG.



Joanne Scanlon

Division 1-1, Page 1

Request:

Please provide all calculations, workpapers, documentation and Excel files supporting the analysis and statements made in Section III.E.2.a. of the 2023 Long-Range Plan, including the daily heating degree days for the period 1940/41 through 2022/23.

Response:

In Section III.E.2.a of the Company's "Gas Long-Range Resource and Requirements Plan for the Forecast Period 2023/24 to 2027/28" submission (the "2023 LRP"), the Company describes the statistical analysis and cost/benefit analysis that it performed to support its Design Day standard of 68 heating degree days ("HDD").

Refer to Attachment Division 1-1-1 for the Excel spreadsheet that contains the statistical analysis and daily weather data used to support the Company's Design Day standard.

- The approach to the Company's Design Day standard in this filing is consistent with the methodology initially presented in the Company's 2018 LRP. As noted in the 2023 LRP, the Company performed a statistical analysis of winter weather temperatures and the coldest day temperatures over a historical period and ultimately relied on a larger data set of recorded daily temperature values at the T.F. Green Airport weather station ("T.F. Green") for the November through March periods of 1940/41¹ through 2022/23 for its analysis.
- In previous LRP submissions, the Company analyzed the coldest day temperatures observed in each of the most recent 40 heating seasons reflected in the T.F. Green weather data. The change in the 2018 LRP (and thereafter) to evaluating a larger data set of winter temperature values was necessitated because the distribution of the coldest day temperatures observed in the previous methodology has been trending away from a normal distribution.
- To illustrate the difference between the coldest day temperatures and the larger data set of winter weather temperatures, the Company has summarized the results of its statistical analysis below.

¹ Note, this represents all daily winter temperature data for the T.F. Green weather station available from the National Oceanic and Atmospheric Administration ("NOAA").

Division 1-1, Page 2

- Figure 1 below illustrates the histogram for the coldest day HDD observations at the T.F. Green weather station over the most recent 40 heating seasons from 1983/84 to 2022/23; and Table 1 below summarizes the statistical analysis of these 40 coldest day HDD observations.

Figure 1: Coldest Day HDD Observations (1983/84 to 2022/23)

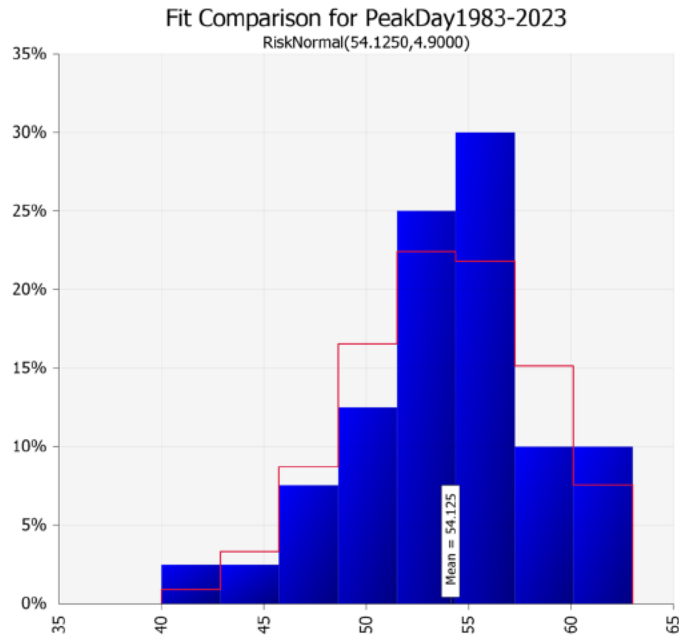


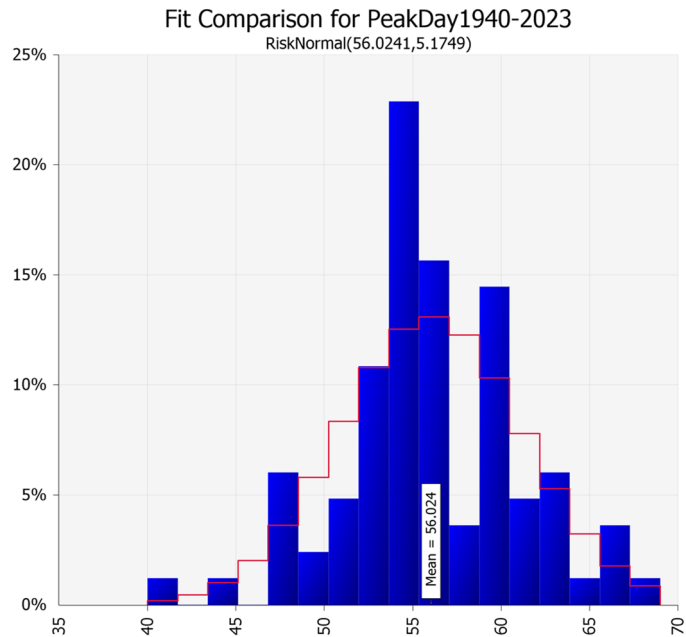
Table 1: Statistical Summary of Coldest Day HDD Observations (1983/84 to 2022/23)

	PVD T.F. Green
Data Period	1983/84 to 2022/23
No. of Obs.	40
Coldest Obs.	63
Mean	54
Std. Dev.	4.90
Skewness	-0.59
Kurtosis	3.85

Division 1-1, Page 3

- In a normal distribution, data is symmetrically distributed with no skew. As shown in Figure 1 and Table 1 above, the distribution of the coldest day HDD observations over the most recent 40 heating seasons has a skewness value of -0.59 indicating a heavier tail on the left side of the distribution.
- In addition, the kurtosis of a normal distribution is 3.00. A dataset with a kurtosis value greater than 3.00 has heavier tails (more outliers) than a normal distribution. As shown in Table 1 above, the kurtosis of the coldest day HDD observations over the most recent 40 winters is greater than 3.00.
- Next, the Company expanded the analysis of coldest day observations to include all available data from NOAA. Figure 2 below illustrates the histogram for the coldest day HDD observations at T.F. Green for the 83 heating seasons from 1940/41 to 2022/23; and Table 2 below summarizes the statistical analysis of these 83 coldest day HDD observations relative to the analysis of the 40 coldest day HDD observations.

Figure 2: Coldest Day HDD Observations (1940/41 to 2022/23)



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Table 2: Statistical Summary of Coldest Day HDD Observations
(1983/84 to 2022/23 and 1940/41 to 2022/23)

	PVD T.F. Green	PVD T.F. Green
Data Period	1983/84 to 2022/23	1940/41 to 2022/23
No. of Obs.	40	83
Coldest Obs.	63	69
Mean	54	56
Std. Dev.	4.90	5.18
Skewness	-0.59	-0.14
Kurtosis	3.85	3.70

- As shown in Figure 2 and Table 2 above, the distribution of the coldest day HDD observations over the 83 heating seasons has a skewness value approaching 0. However, as shown in Table 2 above, similar to the coldest day HDD observations over the most recent 40 winters, the kurtosis of the coldest day HDD observations over the 83 heating seasons is greater than 3.00.
- The Company next evaluated a larger data set of recorded daily temperature values for the winter heating season. Figure 3 below illustrates the histogram for the daily temperature observations at T.F. Green for the November to March period for the 83 heating seasons from 1940/41 to 2022/23 (i.e., 12,533 daily winter temperature observations); and Table 3 below summarizes the statistical analysis of these 12,533 daily winter temperature observations relative to the analysis of the 40 coldest day observations and 83 coldest day observations.

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Figure 3: Daily Winter Temperature Observations (1940/41 to 2022/23)

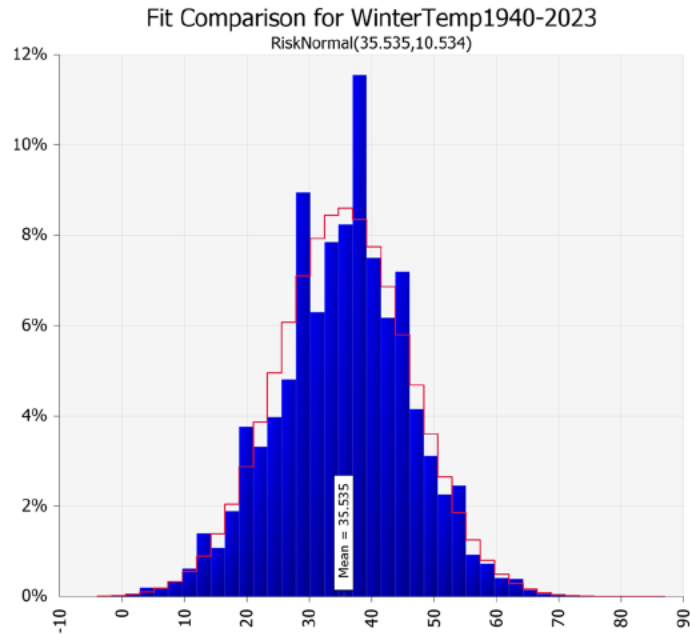


Table 3: Statistical Summary of Daily Winter Temperature Observations
Relative to Coldest Day HDD Observations

	PVD T.F. Green	PVD T.F. Green	PVD T.F. Green
Data Period	1983/84 to 2022/23	1940/41 to 2022/23	1940/41 to 2022/23
No. of Obs.	40	83	12,533
Coldest Obs.	63	69	-4°F (or 69 HDD)
Mean	54	56	36°F (or 29 HDD)
Std. Dev.	4.90	5.18	10.53
Skewness	-0.59	-0.14	-0.08
Kurtosis	3.85	3.70	3.10

- As shown in Figure 3 and Table 3 above, the distribution of the 12,533 daily winter temperature observations is closer to a normal distribution with the skewness value approaching 0 and the kurtosis approaching 3.00. As a result, the Company used the daily winter temperature observations for its Design Day weather analysis consistent with the approach used in the 2018 LRP albeit a longer data series.

Prepared by or under the supervision: James M. Stephens, Tim Jones, Stuart Wilson, and
Theodore E. Poe, Jr., Pursuant to the Transition Services Agreement

Division 1-1, Page 6

- Based on the normal distribution of daily winter temperature observations, the Company calculated the probability of occurrence associated with its Design Day standard of 68 HDD to be once in 52.15 years.
- Finally, the Company estimated the average coldest day temperature to be approximately 9.44°F (or 56 HDD), which is equivalent to the average of the actual coldest day HDD observations over the 83 winters shown in Table 3 above, with a standard deviation of 5.79 HDD.

Refer to Attachment Division 1-1-2 for the Excel spreadsheet that contains the cost/benefit analysis used to support the Company's Design Day standard.

As discussed in Section III.E.2.a, the Company's approach to the Design Day standard is consistent with the methodology presented in the Company's 2018 LRP. Refer to Attachment Division 1-1-3 for a copy of the Company's response to Data Request Division 1-12 in Docket No. 4816 which further describes the analysis and methodology used in the 2018 LRP.

Refer to Attachment Division 1-1-4 for a copy of Chart III-E-1 referred to in Attachment Division 1-1-3.

Refer to Attachment Division 1-1-5 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.

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Attachments Division 1-1 & Division 1-2

The Company provided the above-referenced attachments in Excel Format

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

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4816
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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.

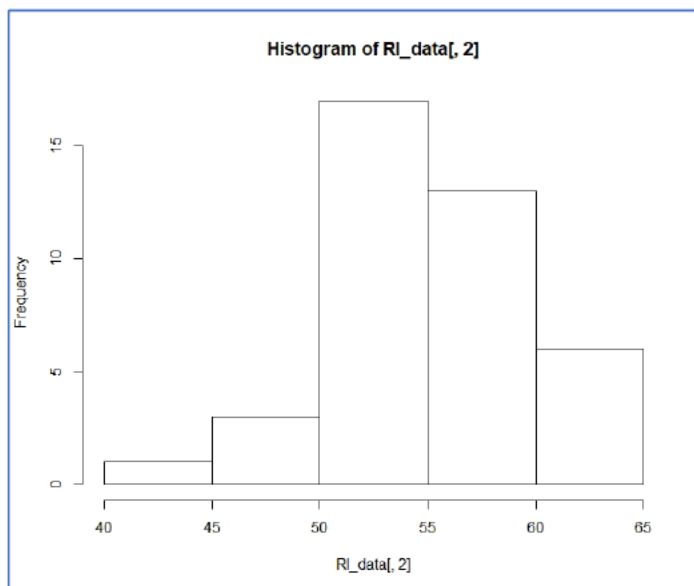
- b. In previous Long-Range Plan filings, the Company had used the coldest day in each of the most recent 40 years to determine the mean and standard deviation statistics for its design day distribution. In reviewing the data for the current filing, the Company noted that the distribution was considered 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.



The Narragansett Electric Company
d/b/a National Grid
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Figure 1

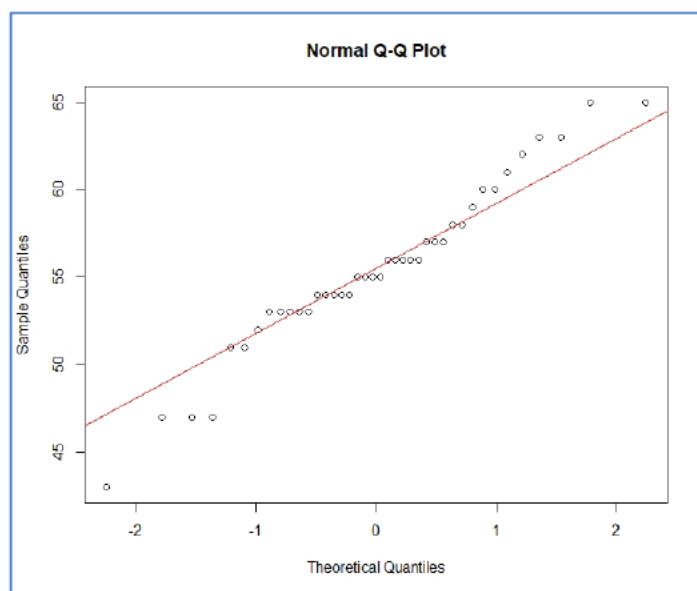


Figure 2

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:

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4816
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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.

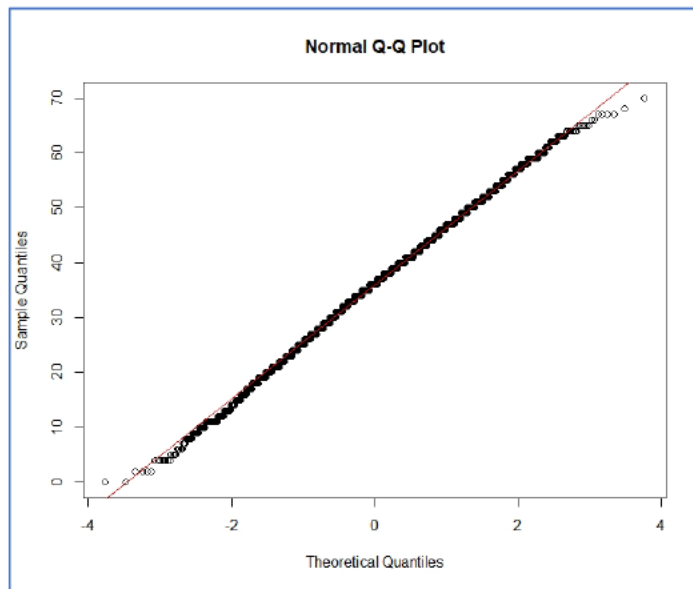


Figure 3

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

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)

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4816
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For the Forecast Period 2017/18 to 2026/27
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Issued on July 19, 2018

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
In Re: Long-Range Resource and Requirements Plan
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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	

(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	53.7	53.9	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 ^r	126.4 ^r	126.8 ^p	

(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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-2

Request:

Please provide all calculations, workpapers, documentation and Excel files supporting the 2023-2024 firm sendout requirements identified in Exhibit 15, page 1.

Response:

Please see the Excel version of Attachment Division 1-2 wherein all calculations supporting the 2023-2024 firm sendout requirements are provided.

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-3

Request:

Reference page 18 of the Long-Range Plan. Please provide the NYMEX prices and basis curves dated June 5, 2023.

Response:

Please see Attachment Division 1-3 for the NYMEX prices and basis curves dated June 5, 2023.

SUPPLY AREA BASIS SUMMARY

Nov 2023 - Oct 2024

	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>	<u>Jul-24</u>	<u>Aug-24</u>	<u>Sep-24</u>	<u>Oct-24</u>
6/5/23 NYMEX	\$2.981	\$3.456	\$3.724	\$3.655	\$3.378	\$3.075	\$3.062	\$3.171	\$3.283	\$3.331	\$3.297	\$3.380
SUPPLY AREA	<u>Nov-23</u>	<u>Dec-23</u>	<u>Jan-24</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>	<u>Jul-24</u>	<u>Aug-24</u>	<u>Sep-24</u>	<u>Oct-24</u>
TENN Z4	(\$0.753)	(\$0.530)	(\$0.570)	(\$0.435)	(\$0.328)	(\$0.315)	(\$0.222)	(\$0.445)	(\$0.487)	(\$0.505)	(\$0.843)	(\$0.950)
NIAGARA	(\$0.513)	(\$0.522)	(\$0.604)	(\$0.473)	(\$0.258)	(\$0.560)	(\$0.530)	(\$0.590)	(\$0.591)	(\$0.616)	(\$0.596)	(\$0.596)
IROQUOIS RECEIPTS	\$0.306	\$2.380	\$7.230	\$7.179	\$1.080	(\$0.253)	(\$0.252)	(\$0.253)	(\$0.253)	(\$0.253)	(\$0.253)	(\$0.252)
TETCO M3	(\$0.563)	\$1.842	\$4.415	\$3.565	(\$0.040)	(\$0.403)	(\$0.578)	(\$0.567)	(\$0.525)	(\$0.605)	(\$0.927)	(\$1.048)
DRACUT	\$1.163	\$6.870	\$11.018	\$8.360	\$2.825	\$1.230	\$0.068	\$0.093	\$0.443	\$0.267	(\$0.233)	(\$0.148)
TCO	(\$0.797)	(\$0.645)	(\$0.515)	(\$0.415)	(\$0.390)	(\$0.387)	(\$0.482)	(\$0.547)	(\$0.687)	(\$0.667)	(\$0.840)	(\$0.980)
DAWN	(\$0.195)	(\$0.235)	(\$0.300)	(\$0.170)	\$0.060	(\$0.177)	(\$0.208)	(\$0.227)	(\$0.235)	(\$0.260)	(\$0.260)	(\$0.272)
TETCO M2	(\$1.097)	(\$0.768)	(\$0.635)	(\$0.523)	(\$0.530)	(\$0.563)	(\$0.622)	(\$0.775)	(\$0.810)	(\$0.877)	(\$1.220)	(\$1.382)
TRANSCO LEIDY	(\$0.930)	(\$0.585)	(\$0.512)	(\$0.373)	(\$0.282)	(\$0.490)	(\$0.565)	(\$0.710)	(\$0.785)	(\$0.785)	(\$1.065)	(\$1.162)
ALGONQUIN	\$2.475	\$8.318	\$12.485	\$9.967	\$4.130	\$0.980	(\$0.182)	(\$0.157)	\$0.193	\$0.017	(\$0.483)	(\$0.398)
TENN Z6	\$2.475	\$8.315	\$12.462	\$9.955	\$4.120	\$0.977	(\$0.185)	(\$0.163)	\$0.190	\$0.013	(\$0.487)	(\$0.400)
EGTS SP	(\$1.034)	(\$0.825)	(\$0.841)	(\$0.673)	(\$0.600)	(\$0.550)	(\$0.680)	(\$0.695)	(\$0.765)	(\$0.813)	(\$1.205)	(\$1.328)
EGTS NP	(\$1.185)	(\$0.976)	(\$0.992)	(\$0.825)	(\$0.752)	(\$0.640)	(\$0.770)	(\$0.785)	(\$0.855)	(\$0.903)	(\$1.296)	(\$1.419)
IROQUOIS Z1	\$0.346	\$2.420	\$7.270	\$7.219	\$1.120	(\$0.213)	(\$0.212)	(\$0.213)	(\$0.213)	(\$0.213)	(\$0.213)	(\$0.212)
MILLENNIUM EAST POOL	(\$0.930)	(\$0.752)	(\$0.672)	(\$0.527)	(\$0.418)	(\$0.560)	(\$0.548)	(\$0.675)	(\$0.847)	(\$0.805)	(\$1.107)	(\$1.192)
TENN Z6 NORTH	\$2.475	\$8.315	\$12.462	\$9.955	\$4.120	\$0.980	(\$0.185)	(\$0.157)	\$0.190	\$0.015	(\$0.483)	(\$0.400)
Days per Month	30	31	31	29	31	30	31	30	31	31	30	31

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Redacted
Division 1-4

Request:

Reference page 27 of the Long-Range Plan. Please identify the rates for service under the extended term of the ConneXion contract. Also provide a copy of the contract.

Response:

During the extended term of the Company's Gas Transportation Agreements with Tennessee Gas Pipeline, L.L.C. ("TGP") for ConneXion capacity, the rate for service is a negotiated monthly fixed reservation rate of \$[REDACTED]/Dth. Please see Attachments Division 1-4-1 (amending contract K64025) and Division 1-4-2 (amending contract K64026) for copies of the Company's letter agreements with TGP providing for the extended term and negotiated rates for ConneXion capacity.

This response and the accompanying attachments contain confidential and commercial sensitive pricing information. Therefore, the Company has provided redacted versions of this response and accompanying attachments and confidential unredacted versions subject to a motion for protective treatment.

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Tennessee Gas Pipeline
Company, L.L.C.
a Kinder Morgan company

May 20, 2022

The Narragansett Electric Company
101 East Old Country Rd
Hicksville, NY 11801

Attention: Samara Jaffe

RE: Letter Agreement re Rate Schedule FT-A Service Package No. 64025-FTATGP ("**Service Package**")

Dear Ms. Jaffe:

The Narragansett Electric Company ("**Shipper**") and Tennessee Gas Pipeline Company, L.L.C. ("**Transporter**") have had discussions regarding the terms and conditions pursuant to which Shipper and Transporter would agree an amendment to the Service Package pursuant to Section 4.3 of Article V of Transporter's FERC Gas Tariff, as may be revised from time to time ("**Transporter's Tariff**"), (i) providing for an extension of the term of the gas transportation agreement entered into in connection with the Service Package (the "**Gas Transportation Agreement**"), (ii) adding a contractual extension right to such Gas Transportation Agreement, and (iii) entering into a replacement negotiated rate agreement for service under the Gas Transportation Agreement beginning November 1, 2027. Shipper and Transporter hereby wish to enter into this letter agreement to document their agreement with respect to such discussions. Any capitalized terms that are used but not defined herein shall have the meanings set forth in the Gas Transportation Agreement or in Transporter's Tariff, as applicable. In accordance with the foregoing, Shipper and Transporter hereby agree as follows:

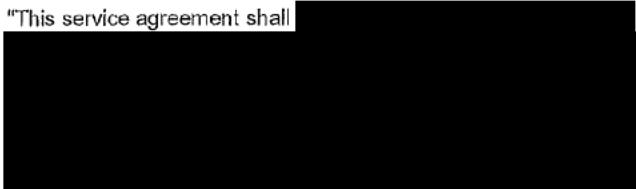
1. As a condition precedent to Shipper and Transporter entering into the amendment to the Gas Transportation Agreement and the new negotiated rate agreement as contemplated herein, Shipper shall use commercially reasonable efforts to obtain any and all necessary authorizations, including any input, guidance, and/or informal or formal approvals and orders or other authorizations or consents, from any state or federal regulatory agency or authority having jurisdiction that Shipper needs to enter into such amendment and negotiated rate agreement, in each case in a form determined to be acceptable by Shipper in its commercially reasonable discretion ("**Shipper's Condition Precedent**"). If Shipper has not received such authorizations by November 1, 2023 ("**Shipper's CP Deadline**"), Shipper shall have the right to terminate this letter agreement without liability by providing written notification to Transporter by November 15, 2023. Shipper shall provide prompt written notice to Transporter of the date that Shipper's Condition Precedent is met, or if Shipper has reason to believe that Shipper's Condition Precedent will not be met.
2. Provided that Shipper's Condition Precedent has been met on or before Shipper's CP Deadline, Shipper and Transporter agree to promptly, subject to Transporter's receipt of any necessary authorizations from the Federal Energy Regulatory Commission:
 - a. enter into a negotiated rate agreement with respect to the Service Package that shall be in a form that is substantially similar to the form of negotiated rate agreement attached hereto as Exhibit A (the "**NRA**"); and
 - b. enter into an amendment to the Gas Transportation Agreement (the "**GTA Amendment**"), pursuant to which:
 - i. the Primary Term of such Gas Transportation Agreement shall be extended until October 31, 2034; and

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- ii. Exhibit A to such Gas Transportation Agreement shall be amended to add the following language under the heading "Other Provisions Permitted by Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff":

"This service agreement shall



Shipper and Transporter hereby agree that the GTA Amendment and the NRA shall be entered into simultaneously, and neither Shipper nor Transporter shall be obligated to enter into either such agreement if the parties will not be entering into both agreements.

- 3. If Shipper is interested in entering into this letter agreement in accordance with the terms proposed above, please have an authorized representative of Shipper execute this letter agreement and return it to the undersigned. This letter agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion, which shall be done within ten (10) business days of Transporter's receipt from Shipper. One fully executed copy will be returned for your records.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McCord".

Jim McCord
Account Director

¹ Transporter and Shipper agree that this bracketed reference shall be replaced with a reference to the NRA that lists the parties thereto and the date on which it was executed.

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Tennessee Gas Pipeline
Company, L.L.C.
a Kinder Morgan company

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

SDC

THIS _____ DAY OF _____, 2022

DocuSigned by:

Ernesto Ochoa

By: _____

Ernesto Ochoa

Name: _____

Title: Vice President, Commercial

5/25/2022

THE NARRAGANSETT ELECTRIC COMPANY

AGREED TO AND ACCEPTED

DS
SJ

THIS 24th DAY OF May, 2022

DocuSigned by:

James Holodak

By: _____

James G. Holodak, Jr.

Name: _____

Title: Vice President

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EXHIBIT A
FORM OF NRA

[DATE]

The Narragansett Electric Company
101 East Old Country Rd
Hicksville, NY 11801

Attention: []

RE: Firm Transportation Negotiated Rate Agreement ("**Negotiated Rate Agreement**")
Rate Schedule FT-A Service Package No. 64025-FTATGP ("**Service Package**")

Dear Ms. Jaffe:

In response to the request of The Narragansett Electric Company D/B/A National Grid ("**Shipper**"), as an alternative to the recourse rate and pursuant to Section 5.6 of Rate Schedule FT-A of Tennessee Gas Pipeline Company, L.L.C.'s ("**Transporter**") FERC Gas Tariff, as may be revised from time to time ("**Transporter's Tariff**"), and to Section 6.1 of the gas transportation agreement entered into in connection with the above-referenced Service Package (the "**Gas Transportation Agreement**"), for the term commencing on November 1, 2027 and ending on October 31, 2034 (the "**Term**") and for any Extended Term (as defined in Exhibit A to the Gas Transportation Agreement), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package as follows. Any capitalized terms that are used but not defined herein shall have the meanings set forth in the Gas Transportation Agreement or in Transporter's Tariff, as applicable.

1. During the Term or any Extended Term, for gas received by Transporter at the receipt points listed in Exhibit A to the Gas Transportation Agreement, and delivered by Transporter on behalf of Shipper to the delivery points listed in Exhibit A to the Gas Transportation Agreement, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a) A monthly fixed negotiated reservation rate that shall be equal to [] Dth.
 - b) A fixed negotiated commodity rate equal to [] Dth for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. During the Term or any Extended Term, the rates stated in 1 (a) and 1 (b) shall also apply to transportation service from all secondary receipt points to all secondary delivery points located in Shipper's Transportation Path as defined in Transporter's Tariff.
3. In addition to the charges set forth in Section 1 through Section 2 above, during the Term or any Extended Term, Shipper shall be subject to:
 - a) all applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
 - b) general system F&LR and EPCR for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.

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4. During the Term or any Extended Term, total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun quantities, in excess of 100% of Shipper's TQ, shall be subject to Transporter's general system maximum commodity rate for the applicable rate zones, applicable F&LR and EPCR and all other applicable surcharges for transportation service under Rate Schedule FT-A as specified in Transporter's Tariff.
5. For capacity temporarily released or assigned by Shipper to third parties during the Term or any Extended Term pursuant to Transporter's Tariff for periods of 30 days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("**Qualifying Replacement Shipper**"), Transporter will grant such Qualifying Replacement Shipper any negotiated commodity rates and applicable F&LR, EPCR and surcharges set forth in this Negotiated Rate Agreement. Unless agreed to otherwise by Transporter and Qualifying Replacement Shipper, capacity temporarily released or assigned by Shipper to third parties during the Term or any Extended Term pursuant to Transporter's Tariff for periods of 30 days or less shall be subject to Transporter's applicable Base Commodity Rate as well as the applicable F&LR, EPCR and other surcharges for transportation service under Rate Schedule FT-A. Any replacement shipper shall be subject to all of the terms and conditions of the Gas Transportation Agreement, this Negotiated Rate Agreement and Transporter's Tariff.
6. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission ("**FERC**"). If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may use commercially reasonable efforts to mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. Any such amendment shall be subject to authorizations and approvals acceptable to Shipper in Shipper's sole discretion. Transporter shall reasonably cooperate with Shipper in Shipper's efforts to obtain all approvals and authorizations referenced herein. If the parties cannot achieve mutual agreement, Transporter and Shipper each reserve the right to immediately terminate this Negotiated Rate Agreement.
7. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have an authorized representative of Shipper execute this Negotiated Rate Agreement and return it to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion, which shall be done within ten (10) business days of Transporter's receipt from Shipper. One fully executed copy will be returned for your records.

Sincerely,

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TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS ____ DAY OF _____, ____

By: _____

Name: _____

Title: _____

THE NARRAGANSETT ELECTRIC COMPANY

AGREED TO AND ACCEPTED

THIS ____ DAY OF _____, ____

By: _____

Name: _____

Title: _____

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May 20, 2022

The Narragansett Electric Company
 101 East Old Country Rd
 Hicksville, NY 11801

Attention: Samara Jaffe

RE: Letter Agreement re Rate Schedule FT-A Service Package No. 64026-FTATGP ("Service Package")

Dear Ms. Jaffe:

The Narragansett Electric Company ("Shipper") and Tennessee Gas Pipeline Company, L.L.C. ("Transporter") have had discussions regarding the terms and conditions pursuant to which Shipper and Transporter would agree an amendment to the Service Package pursuant to Section 4.3 of Article V of Transporter's FERC Gas Tariff, as may be revised from time to time ("Transporter's Tariff"), (i) providing for an extension of the term of the gas transportation agreement entered into in connection with the Service Package (the "Gas Transportation Agreement"), (ii) adding a contractual extension right to such Gas Transportation Agreement, and (iii) entering into a replacement negotiated rate agreement for service under the Gas Transportation Agreement beginning November 1, 2027. Shipper and Transporter hereby wish to enter into this letter agreement to document their agreement with respect to such discussions. Any capitalized terms that are used but not defined herein shall have the meanings set forth in the Gas Transportation Agreement or in Transporter's Tariff, as applicable. In accordance with the foregoing, Shipper and Transporter hereby agree as follows:

1. As a condition precedent to Shipper and Transporter entering into the amendment to the Gas Transportation Agreement and the new negotiated rate agreement as contemplated herein, Shipper shall use commercially reasonable efforts to obtain any and all necessary authorizations, including any input, guidance, and/or informal or formal approvals and orders or other authorizations or consents, from any state or federal regulatory agency or authority having jurisdiction that Shipper needs to enter into such amendment and negotiated rate agreement, in each case in a form determined to be acceptable by Shipper in its commercially reasonable discretion ("Shipper's Condition Precedent"). If Shipper has not received such authorizations by November 1, 2023 ("Shipper's CP Deadline"), Shipper shall have the right to terminate this letter agreement without liability by providing written notification to Transporter by November 15, 2023. Shipper shall provide prompt written notice to Transporter of the date that Shipper's Condition Precedent is met, or if Shipper has reason to believe that Shipper's Condition Precedent will not be met.
2. Provided that Shipper's Condition Precedent has been met on or before Shipper's CP Deadline, Shipper and Transporter agree to promptly, subject to Transporter's receipt of any necessary authorizations from the Federal Energy Regulatory Commission:
 - a. enter into a negotiated rate agreement with respect to the Service Package that shall be in a form that is substantially similar to the form of negotiated rate agreement attached hereto as Exhibit A (the "NRA"); and
 - b. enter into an amendment to the Gas Transportation Agreement (the "GTA Amendment"), pursuant to which:
 - i. the Primary Term of such Gas Transportation Agreement shall be extended until October 31, 2034; and

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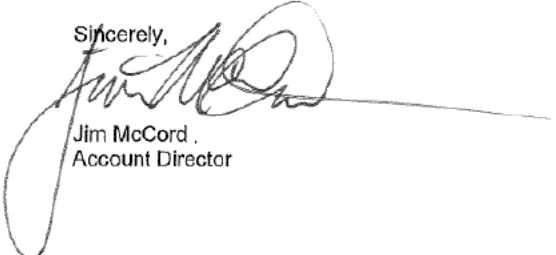
- ii. Exhibit A to such Gas Transportation Agreement shall be amended to add the following language under the heading "Other Provisions Permitted by Tariff Under the Applicable Rate Schedule and/or General Terms and Conditions and Pursuant to Article XXXVI of the General Terms and Conditions of Transporter's FERC Gas Tariff":

"This service agreement shall [REDACTED]

Shipper and Transporter hereby agree that the GTA Amendment and the NRA shall be entered into simultaneously, and neither Shipper nor Transporter shall be obligated to enter into either such agreement if the parties will not be entering into both agreements.

- 3. If Shipper is interested in entering into this letter agreement in accordance with the terms proposed above, please have an authorized representative of Shipper execute this letter agreement and return it to the undersigned. This letter agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion, which shall be done within ten (10) business days of Transporter's receipt from Shipper. One fully executed copy will be returned for your records.

Sincerely,



Jim McCord
Account Director

¹ Transporter and Shipper agree that this bracketed reference shall be replaced with a reference to the NRA that lists the parties thereto and the date on which it was executed.

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Tennessee Gas Pipeline
Company, L.L.C.
a Kinder Morgan company

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS _____ DAY OF _____, 2022

SDC

DocuSigned by:

Ernesto Ochoa

By: _____

Ernesto Ochoa

Name: _____

Title: Vice President, Commercial

5/25/2022

THE NARRAGANSETT ELECTRIC COMPANY

AGREED TO AND ACCEPTED

THIS 24th DAY OF May, 2022

DS
SJ

DocuSigned by:

James Holodak

By: _____

James G. Holodak, Jr.

Name: _____

Title: Vice President

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EXHIBIT A
FORM OF NRA

[DATE]

The Narragansett Electric Company
101 East Old Country Rd
Hicksville, NY 11801

Attention: [_____]

RE: Firm Transportation Negotiated Rate Agreement ("Negotiated Rate Agreement")
Rate Schedule FT-A Service Package No. 64026-FTATGP ("Service Package")

Dear Ms. Jaffe:

In response to the request of The Narragansett Electric Company D/B/A National Grid ("Shipper"), as an alternative to the recourse rate and pursuant to Section 5.6 of Rate Schedule FT-A of Tennessee Gas Pipeline Company, L.L.C.'s ("Transporter") FERC Gas Tariff, as may be revised from time to time ("Transporter's Tariff"), and to Section 6.1 of the gas transportation agreement entered into in connection with the above-referenced Service Package (the "Gas Transportation Agreement"), for the term commencing on November 1, 2027 and ending on October 31, 2034 (the "Term") and for any Extended Term (as defined in Exhibit A to the Gas Transportation Agreement), Transporter hereby agrees to adjust its Rate Schedule FT-A transportation rates for service provided under the above-referenced Service Package as follows. Any capitalized terms that are used but not defined herein shall have the meanings set forth in the Gas Transportation Agreement or in Transporter's Tariff, as applicable.

1. During the Term or any Extended Term, for gas received by Transporter at the receipt points listed in Exhibit A to the Gas Transportation Agreement, and delivered by Transporter on behalf of Shipper to the delivery points listed in Exhibit A to the Gas Transportation Agreement, the applicable Rate Schedule FT-A transportation rates for service provided under the Service Package will be:
 - a) A monthly fixed negotiated reservation rate that shall be equal to [REDACTED]/Dth.
 - b) A fixed negotiated commodity rate equal to [REDACTED]/Dth for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.
2. During the Term or any Extended Term, the rates stated in 1 (a) and 1 (b) shall also apply to transportation service from all secondary receipt points to all secondary delivery points located in Shipper's Transportation Path as defined in Transporter's Tariff.
3. In addition to the charges set forth in Section 1 through Section 2 above, during the Term or any Extended Term, Shipper shall be subject to:
 - a) all applicable reservation, volumetric or other surcharges, including but not limited to ACA, for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff; and
 - b) general system F&LR and EPCR for the applicable rate zones for transportation service under Rate Schedule FT-A as set forth in Transporter's Tariff.

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4. During the Term or any Extended Term, total daily deliveries (defined as the sum of daily deliveries under this Service Package and daily deliveries under any capacity release agreement(s) associated with this Service Package), exclusive of Authorized Overrun quantities, in excess of 100% of Shipper's TQ, shall be subject to Transporter's general system maximum commodity rate for the applicable rate zones, applicable F&LR and EPCR and all other applicable surcharges for transportation service under Rate Schedule FT-A as specified in Transporter's Tariff.
5. For capacity temporarily released or assigned by Shipper to third parties during the Term or any Extended Term pursuant to Transporter's Tariff for periods of 30 days or more, or released under 18 C.F.R. § 284.8(h) to an asset manager for use under an asset management arrangement with Shipper or to a marketer participating in a state-regulated retail access program ("**Qualifying Replacement Shipper**"), Transporter will grant such Qualifying Replacement Shipper any negotiated commodity rates and applicable F&LR, EPCR and surcharges set forth in this Negotiated Rate Agreement. Unless agreed to otherwise by Transporter and Qualifying Replacement Shipper, capacity temporarily released or assigned by Shipper to third parties during the Term or any Extended Term pursuant to Transporter's Tariff for periods of 30 days or less shall be subject to Transporter's applicable Base Commodity Rate as well as the applicable F&LR, EPCR and other surcharges for transportation service under Rate Schedule FT-A. Any replacement shipper shall be subject to all of the terms and conditions of the Gas Transportation Agreement, this Negotiated Rate Agreement and Transporter's Tariff.
6. This Negotiated Rate Agreement shall be filed with and is subject to approval by the Federal Energy Regulatory Commission ("**FERC**"). If any terms of this Negotiated Rate Agreement are disallowed by any order, rulemaking, regulation or policy of the FERC, Transporter or Shipper may immediately terminate this Negotiated Rate Agreement. In such event, or if any terms of this Negotiated Rate Agreement are in any way modified by order, rulemaking, regulation or policy of the FERC, Transporter and Shipper may use commercially reasonable efforts to mutually agree to amend this Negotiated Rate Agreement to ensure that the original commercial intent of the parties is preserved. Any such amendment shall be subject to authorizations and approvals acceptable to Shipper in Shipper's sole discretion. Transporter shall reasonably cooperate with Shipper in Shipper's efforts to obtain all approvals and authorizations referenced herein. If the parties cannot achieve mutual agreement, Transporter and Shipper each reserve the right to immediately terminate this Negotiated Rate Agreement.
7. If Shipper is interested in entering into this Negotiated Rate Agreement for firm capacity in accordance with the terms proposed above, please have an authorized representative of Shipper execute this Negotiated Rate Agreement and return it to the undersigned. This Negotiated Rate Agreement will become binding upon the parties only after it then is accepted and executed by Transporter's authorized representative on the below "Agreed to and Accepted" portion, which shall be done within ten (10) business days of Transporter's receipt from Shipper. One fully executed copy will be returned for your records.

Sincerely,

DocuSign Envelope ID: DE837FB3-B88B-4BBD-A30E-C2D2994E37B5

TENNESSEE GAS PIPELINE COMPANY, L.L.C.

AGREED TO AND ACCEPTED

THIS ____ DAY OF _____, ____

By: _____

Name: _____

Title: _____

THE NARRAGANSETT ELECTRIC COMPANY

AGREED TO AND ACCEPTED

THIS ____ DAY OF _____, ____

By: _____

Name: _____

Title: _____

Division 1-5

Request:

For the five coldest days during the winter of 2022-2023, 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;
- 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 2022-23 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. Note that while these represent the five coldest days, the 2022-23 winter was very mild overall and the coldest days all occurred, at least in part, on weekends.

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-5, Page 2

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	21,839	18,209
Sat 24 Dec 2022	51	17,777	15,506
Sat 4 Feb 2023	47	17,785	15,429
Sun 25 Dec 2022	44	17,801	13,947
Sat 25 Feb 2023	44	16,428	14,395

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	25,773	23,501
Sat 24 Dec 2022	51	22,202	20,755
Sat 4 Feb 2023	47	22,323	21,545
Sun 25 Dec 2022	44	22,225	20,236
Sat 25 Feb 2023	44	21,045	20,928

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	0	0
Sat 24 Dec 2022	51	597	158
Sat 4 Feb 2023	47	535	13
Sun 25 Dec 2022	44	1,639	1
Sat 25 Feb 2023	44	1,576	0

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	329,865	341,237
Sat 24 Dec 2022	51	267,307	272,310
Sat 4 Feb 2023	47	264,628	287,669
Sun 25 Dec 2022	44	248,918	237,031
Sat 25 Feb 2023	44	239,580	234,499

Prepared by or under the supervision: Tim Jones, Stuart Wilson, and
Theodore Poe, Jr. (Pursuant to the Transition 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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-5, Page 3

Table 5: Backcasted vs. Actual Total Sendout Volume (Dth)

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	377,477	382,946
Sat 24 Dec 2022	51	307,883	308,730
Sat 4 Feb 2023	47	305,270	324,656
Sun 25 Dec 2022	44	290,582	271,215
Sat 25 Feb 2023	44	278,630	269,822

Please see Attachment Division 1-5 provided in Excel format for the regression equations used and calculations performed to respond to this data request.

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-6

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 imbalances shown in Exhibit 2 are the result of forecast supply/demand for both the Company and third-party marketers. The Company has taken steps to address the forecasted imbalances by contracting for certain pipeline capacity including (i) Algonquin Gas Transmission (i.e., 5,000 Dth/day contract that started in November 2022 with receipt point at Beverly, MA and deliveries to the Company's city gates); and (ii) Tennessee Gas Pipeline (i.e., 5,000 Dth/day capacity step up on an existing contract that starts November 2023 with Dracut as the receipt point and deliveries to the Company's city gates).

Division 1-7

Request:

Reference Exhibit 13:

- a. Please identify the rates 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; and
- c. 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 1-7-1 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 20, 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 and to minimize the volume of capacity releases, the Company aggregates "like-contracts" and releases to Marketers one of each set of "like-contracts". The aggregation of "like-contracts" provides Marketers access to the same assets as the Company without the administrative burden of managing multiple "like-contracts".

The Company does not release storage assets as well as four managed paths (see Attachment Division 1-7-2, which illustrates the four managed paths); Niagara, Dawn via Waddington, Transco and EGTS). These assets are allocated to Marketers and they are allowed to call upon these assets at the citygate as needed to meet requirements.

- c. Please see Attachment Division 1-7-3.

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	511194	AFT-1H	5,000	1,825,000	10/31/2025	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	12/31/2024	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	10/31/2024	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).	\$ 8.593
Narragansett Electric Co.	Algonquin	90107	AFT-1W	26,129	3,945,479	10/31/2024	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	3/31/2025	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).	\$ 8.563
Narragansett Electric Co.	Algonquin	93001ESC	AFT-ES1	2,384	771,904	10/31/2024	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	56,035	19,446,885	10/31/2024	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	10/31/2024	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	10/31/2024	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	8,539	1,813,145	10/31/2024	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	10/31/2024	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	10/31/2024	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).	\$ 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 G12 System (Meter No. 80070) to Rhode Island Energy - Crary Street-Providence, RI (96,000 MMBtu).	\$ 2.7
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).	\$ 10.2
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).	\$ 10.2
Narragansett Electric Co.	Columbia	9631	SST	2,545	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.	\$ 10.1
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 Eastern South Point (537 MMBtu) to the Leidy Group Meter (537 MMBtu).	\$ 5.9
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).	\$ 5.9
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).	\$ 5.9
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.	\$ 4.8
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).	\$ 19.7
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).	\$ 22.7
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 Northern Storage (4,255 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (10,836 MMBtu).	\$ 6.9
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).	\$ 6.0
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).	\$ 18.2
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).	\$ 4.0
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.	\$ 22.7
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.	\$ 22.7
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).	\$ 6.0
Narragansett Electric Co.	Tennessee	330580	FT-A	44,000	16,060,000	10/31/2038	No	Transportation service used to transport gas from the interconnects at Dracut (44,000 MMBtu) to Rhode Island Energy city gates - Lincoln (24,000) and Cranston (20,000).	\$ 4.0
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).	\$ 4.0

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	330844	FTS	6,377	2,327,605	10/31/2024	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).	\$ 6.3
Narragansett Electric Co.	Texas Eastern	330845	FTS	537	196,005	10/31/2024	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).	\$ 6.3
Narragansett Electric Co.	Texas Eastern	330867	FTS-5	813	296,745	3/31/2025	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (813 MMBtu) to Lambertville, NJ (813 MMBtu).	\$ 6.8
Narragansett Electric Co.	Texas Eastern	330870	FTS-5	1,000	365,000	3/31/2025	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (1,000 MMBtu) to Lambertville, NJ (1,000 MMBtu).	\$ 6.8
Narragansett Electric Co.	Texas Eastern	330907	FTS-5	248	90,520	3/31/2025	Yes	Part-157 (7C) transportation service used to transport gas from Chambersburg, PA (248 MMBtu) to Lambertville, NJ (248 MMBtu).	\$ 6.8
Narragansett Electric Co.	Texas Eastern	331722	FTS-7	538	196,370	3/31/2025	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).	\$ 8.4
Narragansett Electric Co.	Texas Eastern	331801	FTS-8	79	28,835	3/31/2025	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.	\$ 8.1
Narragansett Electric Co.	Texas Eastern	331802	FTS-8	187	68,255	3/31/2025	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.	\$ 8.1
Narragansett Electric Co.	Texas Eastern	331819	FTS-8	4,745	1,731,925	3/31/2025	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).	\$ 8.1
Narragansett Electric Co.	Texas Eastern	800156	SCT	2,099	766,135	10/31/2024	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).	\$ 6.7
Narragansett Electric Co.	Texas Eastern	800303	CDS	45,934	16,765,910	10/31/2024	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).	\$ 16.9
Narragansett Electric Co.	Texas Eastern	800440	CDS	944	344,560	10/31/2024	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).	\$ 9.7
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).	\$ 9.7
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).	\$ 16.2
Narragansett Electric Co.	Transco	9081767	FT	1,240	452,600	3/31/2025	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).	\$ 3.8
Narragansett Electric Co.	Enbridge	M12164	M12	1,025	374,125	10/31/2025	No	Transportation service used to transport gas from Dawn, Ontario to the interconnect with TransCanada Pipeline at Parkway (1,025 MMBtu).	\$ 2.9
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).	\$ 2.9

NATIONAL GRID - 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.	\$ 2.8230	\$ 0.00
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.	\$ 1.2655	\$ 0.00
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.	\$ 2.6784	\$ 0.00
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.	\$ 2.6784	\$ 0.00
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.	\$ 2.6784	\$ 0.00
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.	\$ 2.6784	\$ 0.00
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.	\$ 1.2655	\$ 0.00
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.	\$ 1.2655	\$ 0.00
Narragansett Electric	Texas Eastern	400185	SS-1	665	51,990	4/30/2025	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).]	\$ 7.5710	\$ 0.34
Narragansett Electric	Texas Eastern	400221	SS-1	14,137	1,188,033	4/30/2025	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).]	\$ 7.5710	\$ 0.34
Narragansett Electric	Texas Eastern	400515	FSS-1	944	56,640	4/30/2025	Yes	Part-284 storage service that provides storage capacity with an injection rate of 291 MMBtu/day.	\$ 2.0800	\$ 0.34

Rhode Island Energy
Customer Choice Capacity Allocation
2023/24

Paths	Peak Day City Gate MDQ (Dth/day)	City Gate Contracts	Upstream	Percent of Portfolio
TGP Long Haul	29,335	TGP 1597		6.9%
TGP ConneXion	11,600	TGP 64025, TGP 64026		2.7%
Dawn via PNGTS	29,000	TGP 62930, TGP 330580	Enbridge M12274, TCPL 60659, TCPL 58577, PNGTS 210203	6.8%
AIM	18,000	AGT 510801	MPL 214129	4.3%
TETCO CDS Long Haul	45,934	AGT 93011E	TETCO 800303	10.8%
TCO Appalachia	40,000	AGT 90107, AGT 90106, AGT 9001	TCO 31524, TCO 31523	9.4%
AGT M3	18,099	AGT 93011E, AGT 90106, AGT 90107		4.3%
Dracut	20,000	TGP 349449		4.7%
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			51.5%
Storage	37,357	TGP 10807, AGT 9W009E, AGT 9B105, AGT 933005, AGT 90106, AGT 9B105, AGT 9S100S		8.8%
	37,357			8.8%
Peaking	168,100	TGP 330580; NGLNG; Exeter; DOMAC; Beverly		39.7%
	168,100			39.7%
TOTAL	423,368			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, 2023:

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		\$18.2042		\$534,020	10/31/2024	
	TGP	FT-A	64026	11,600		\$22.7822		\$264,274	10/31/2027	
	Enbridge	M12	M12274	29,056		\$2.9173		\$84,766	10/31/2040	
	TransCanada	FT	64273	29,056		\$16.2415		\$471,914	10/31/2040	
	PNGTS	FT	233317	29,000		\$22.7943		\$661,033	10/31/2040	
	TGP	FT-A	62930	29,000		\$4.0474		\$117,375	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		\$16.9000		\$776,285	10/31/2024	
	AGT	AFT-E1	93011E	45,934		\$8.5927		\$394,697	10/31/2024	
	AGT	AFTCLMS	510985	45,934		\$2.7375		\$125,744	7/16/2032	
	TCO	FTS	31524	40,000		\$10.2800		\$411,200	10/31/2025	
	AGT	AFT-14	90106	40,000		\$8.5927		\$343,708	10/31/2024	
	AGT	AFTCLMS	510985	40,000		\$2.7375		\$109,500	7/16/2032	
	AGT	AFT-E1	93011E	10,650		\$8.5927		\$91,512	10/31/2024	
	AGT	AFT-1W	90107	7,450		\$8.5927		\$64,016	10/31/2024	
	AGT	AFTCLMS	510985	18,099		\$2.7375		\$49,546	7/16/2032	
	TGP	FT-A	62930	20,000		\$4.0474		\$80,948	8/31/2027	
	Tetco	SCT	800156	2,099		\$6.7870		\$14,246	10/31/2024	
	AGT	AFT-ES1	93001ESC	2,099		\$3.4371		\$7,214	10/31/2024	
	AGT	AFTCLMS	510985	2,099		\$2.7375		\$5,746	7/16/2032	
	TGP	FT-A	39173	1,067		\$6.0905		\$6,499	10/31/2024	x
	Enbridge	M12	M12164	1,025		\$2.9173		\$2,990	10/31/2025	x
	TCPL	FT-A	42386	1,012		\$9.7326		\$9,849	10/31/2026	x
	Iroquois	RTS-1	50001	1,012		\$4.8393		\$4,897	11/1/2027	x
	TGP	FT-A	95345	1,000		\$6.0905		\$6,091	10/31/2027	x
	Transco	FT	9081767	1,240		\$3.8979		\$4,833	3/31/2025	x
	AGT	AFT	96004SC	1,695		\$3.4371		\$5,826	10/31/2024	x
	EGTS	FTNN	100118	537		\$5.9674		\$3,204	3/31/2027	x
	Tetco	FTS	330845	537		\$6.3050		\$3,386	10/31/2024	x
	AGT	AFT	96004SC	1,695		\$3.4371		\$5,826	10/31/2024	x
Storage										
	Columbia	FSS	9630	2,545	203,957	\$2.8230	\$0.0513	\$17,648	4/1/2040	x
	EGTS	GSS	300168	1,401	154,050	\$2.6784	\$0.0258	\$7,727	3/31/2025	x
	EGTS	GSS	300169	2,061	206,100	\$2.6784	\$0.0258	\$10,838	3/31/2027	x
	EGTS	GSS	300170	5,324	490,340	\$2.6784	\$0.0258	\$26,911	3/31/2025	x
	EGTS	GSS	300171	2,617	188,814	\$2.6784	\$0.0258	\$11,881	3/31/2027	x
	EGTS	GSS-TE	600045	14,337	1,376,324	\$2.6784	\$0.0258	\$73,909	3/31/2027	x
	TGP	FSMA	501	10,920	605,343	\$1.2655	\$0.0173	\$24,292	10/31/2025	x
	TGP	FSMA	62918	10,249	210,000	\$1.2655	\$0.0173	\$16,603	10/31/2025	x
	Texas Eastern	SS-1	400185	665	51,990	\$7.5710	\$0.3469	\$23,070	4/30/2025	x
	Texas Eastern	SS-1	400221	14,137	1,188,033	\$7.5710	\$0.3469	\$519,160	4/30/2025	x
	Texas Eastern	FSS-1	400515	944	56,640	\$2.0800	\$0.3469	\$21,612	4/30/2025	x
Peaking										
	NGLNG	FST-LG	LNG003	95,000	600,000		\$0.4842	\$290,520	10/31/2024	x
	AGT	AFT-1H	511194	5,000		\$9.4048		\$47,024	10/31/2025	x
	TGP	FT-A	330580	30,000		\$4.0474		\$121,422	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 6/1/2023. 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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Redacted
Division 1-8

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 2023 through October 2024 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 a summer LNG refill deal with GazMetro which will be in effect through November 2023, a Tennessee Dracut and Algonquin Beverly supply deal with Repsol, and the Algonquin Citygate deal with Constellation.

The GazMetro summer refill deal is for a total supply of 125,000 Dth from April 2023 through November 2023. The demand rate is \$ [REDACTED] per Dth, resulting in a total demand fee for the summer of \$ [REDACTED] * 125,000 Dth, totaling \$ [REDACTED]. The Repsol supply deal has a maximum daily quantity of 15,000 Dth, where supply can be delivered to Tennessee Dracut and/or Algonquin Beverly. The total seasonal quantity is 400,000 Dth from December 2023 through March 2024 and the Company is required to purchase the full seasonal quantity during the term at a commodity rate of \$ [REDACTED], totaling \$ [REDACTED]. The Algonquin Citygate deal with Constellation for 14,100 Dth/day is for a total annual contract quantity of 507,600 Dths from November 2023 through March 2024 with a total demand rate of \$ [REDACTED] for the winter season.

The Company also has two liquefaction agreements. The NGLNG liquefaction reservation is \$ [REDACTED] per Dth and transportation reservation is \$ [REDACTED] per Dth with a MDQ of 2,616 Dths for a total monthly fee of \$ [REDACTED]. The Northeast Energy Center demand rate for liquefaction service is \$ [REDACTED] Dth with an MDQ of 1,780 Dths for a total monthly fee of [REDACTED].

Please note that this response contains confidential and commercially sensitive gas pricing information. Therefore, the Company has provided a redacted version of this response and a confidential unredacted version subject to a motion for protective treatment.

Division 1-9

Request:

Reference Exhibit 13, Exhibit 15 (pages 1 and 2), and Exhibit 16 (pages 1 and 2). Please reconcile the contract quantities identified in Exhibit 13 with the resource quantities identified in Exhibits 15 and 16, pages 1 and 2.

Response:

Please see Attachment Division 1-9 for a mapping of Exhibits 15 and 16 categories with Exhibit 13 assets. Please note that the volumes in Exhibits 15 and 16 represent 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. Heating Season (November – March) Quantities have also been identified. 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** of the Long Range Plan is included at the bottom of Attachment Division 1-9. 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	Heating Season (Nov-Mar) Quantity	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Algonquin	511194	AFT-1H	5,000	755,000	1,825,000	10/31/2025	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	1,670,513	4,037,995	12/31/2024	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	2,939,215	7,104,725	10/31/2024	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	3,945,479	10/31/2024	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	311,211	752,265	3/31/2025	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	359,984	771,904	10/31/2024	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	56,035	8,461,285	19,446,885	10/31/2024	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	50,585	122,275	10/31/2024	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	255,945	618,675	10/31/2024	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 / EGTS South Point	City Gate
Narragansett Electric Co.	Algonquin	9B105	AFT-1B	8,539	1,289,389	1,813,145	10/31/2024	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	28,237	39,737	10/31/2024	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	1,028,612	1,446,384	10/31/2024	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	2,718,000	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).	A M (Ramapo) / A M (Millenium)	City Gate
Narragansett Electric Co.	Algonquin	510985	AFTCLMS	96,000	14,496,000	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 - Cray 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	1,510,000	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	4,530,000	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
Narragansett Electric Co.	Columbia	9631	SST	2,545	384,295	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

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Heating Season (Nov-Mar) Quantity	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Eastern	100118	FTNN	537	81,087	196,005	3/31/2027	No	Part-284 transportation service used to transport gas from the TETCO interconnect at Oakford (537 MMBtu) or Eastern 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	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	803,924	3/31/2025	No	Transportation contract used to transport gas from EGTS-GSS #300170 (5,324MMBtu) to Ellensburg, PA (5,324 MMBtu).	TET/AGT Storage	Upstream
Narragansett Electric Co.	Iroquois	50001	RTS-1	1,012	152,812	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	1,359,000	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).	A M (Millenium)	Upstream
Narragansett Electric Co.	PNGTS	233317	FT	29,000	4,379,000	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	1,636,236	3,955,140	3/31/2027	No	Transportation service used to transport gas from Ellensburg (6,581 MMBtu) and Northern Storage (4,255 MMBtu) to Rhode Island Energy city gates at Pawtucket, RI (10,836 MMBtu).	TGP Storage	City Gate
Narragansett Electric Co.	Tennessee	39173	FT-A	1,067	161,117	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	4,429,585	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	2,265,000	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	788,220	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	963,380	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	151,000	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	44,000	6,644,000	16,060,000	10/31/2038	No	Transportation service used to transport gas from the interconnects at Dracut (44,000 MMBtu) to Rhode Island Energy city gates - Lincoln (24,000) and Cranston (20,000).	Dawn PNGTS and Dracut	City Gate
Narragansett Electric Co.	Tennessee	349449	FT-A	20,000	3,020,000	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	City Gate
Narragansett Electric Co.	Texas Eastern	330844	FTS	6,377	962,927	2,327,605	10/31/2024	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	81,087	196,005	10/31/2024	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	122,763	296,745	3/31/2025	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	151,000	365,000	3/31/2025	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	37,448	90,520	3/31/2025	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	81,238	196,370	3/31/2025	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	11,929	28,835	3/31/2025	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	28,237	68,255	3/31/2025	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	716,495	1,731,925	3/31/2025	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	316,949	766,135	10/31/2024	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

Shipper	Pipeline Company	Contract No.	Rate Schedule	City Gate MDQ	Heating Season (Nov-Mar) Quantity	Annual Quantity	Expiration Date	Currently In Evergreen	Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Texas Eastern	800303	CDS	45,934	6,936,034	16,765,910	10/31/2024	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	142,544	344,560	10/31/2024	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	152,812	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
Narragansett Electric Co.	TransCanada	64273	FT	29,058	4,387,758	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	187,240	452,600	3/31/2025	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	154,775	374,125	10/31/2025	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	4,387,456	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	Heating Season (Nov-Mar) Quantity	Annual Quantity	Expiration Date		Notes	Exhibit 15 & 16	City Gate / Upstream
Narragansett Electric Co.	Nat'l Grid LNG	LNG003		95,000	600,000	600,000	10/31/2024		National Grid LNG Tank in Providence, RI	LNG From Storage	City Gate
Narragansett Electric Co.	Constellation	NSB19_24-42-20		14,100	507,600	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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-10

Request:

Please provide a copy of each AMA that will be in effect during the period November 2023 through October 2024.

Response:

Attachment Division 1-10 includes a copy of each AMA the Company has entered into to date for the period November 2023 through October 2024. The Company is currently in the process of negotiating additional AMAs for the coming winter and will supplement this response as additional agreements are executed.

Attachment Division 1-10 contains commercially sensitive and confidential information; therefore, the Company is providing confidential and redacted versions of Attachment Division 1-10, subject to a Motion for Protective Treatment.

“EBB” means Buyer’s Electronic Bulletin Board utilized for confirmation of Gas.

“FERC” means the Federal Energy Regulatory Commission.

“Letter of Credit” means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least “A-” by S&P and “A3” by Moody’s, in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

“Moody’s” means Moody’s Investors Service, Inc. or its successor.

“National Grid” means National Grid USA Service Company, Inc., solely in its capacity as agent for Buyer.

“S&P” means S&P Global Ratings, or its successor.

B. Gas Service and Capacity Release (“Gas Supply Requirements”)

- a. **Release of Assets:** During the Term, Buyer shall release the Assets on a pre-arranged, non-biddable basis, at no cost to Seller. Buyer shall be responsible for the payment of all demand charges related to the Assets. Seller shall be responsible for all variable costs in connection with transportation services provided through the Assets during the Term unrelated to deliveries for Buyer. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the release of the Assets from Buyer to Seller. All releases shall be subject to recall in the event that the Seller fails to meet its gas supply obligations hereunder to Buyer.
- b. **Daily Call:** On any day during the period of **December 1, 2023 through April 30, 2024 of the Term**, Buyer shall have the right, but not the obligation, to call on a quantity of Gas up to the MDQ at the Delivery Point(s) (“**Daily Call Option**”).
- c. **Termination Option:** If at any time during the Term, Seller fails to deliver Gas required to be delivered hereunder, unless such failure is excused by the Buyer’s non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall the Assets.

C. Price: For each dth of Gas delivered pursuant to the Daily Call Option:

- a. For the first 50 days for which Buyer exercises the Daily Call Option, the Price shall be equal to the price for Tennessee, Zone 6, Delivered North, as published in *Platts Gas Daily Price Survey* for the day of flow, [REDACTED] plus the variable charges, specified in Tennessee’s FERC Gas Tariff, to transport Gas to the Delivery Point.
- b. For any other day thereafter for which Buyer exercises the Daily Call Option, the Price shall be equal to the price for Tennessee, Zone 6, Delivered North as published in *Platts Gas Daily Price Survey* for the day of flow, **plus \$0.05**, plus the variable charges, specified in Tennessee’s FERC Gas Tariff, to transport Gas to the Delivery Point.

Notwithstanding the foregoing, if operational issues on the Assets preclude Seller from utilizing the Assets for the transportation of Gas to the Delivery Point, then, subject to the Nominations deadline set out in Section D, Buyer may request Seller to deliver to Buyer by means other than the Assets a quantity of Gas up to the amount of the MDQ that would not be delivered by reason of such operational issues at an alternative, but fair market, price for the Delivery Point. If Buyer makes such request for alternative pricing and Seller fails to deliver Gas at the alternative pricing requested by Buyer or Buyer and Seller are unable to agree to a fair market price, Seller’s failure shall not be excused as a result of a failure of the Assets and Buyer may immediately terminate this Transaction Confirmation.

D. Nominations

Buyer shall make all nominations for delivery of all Gas Supply Requirements prior to 10:00 AM, Eastern Prevailing Time on the Business Day prior to the Gas Day on which delivery of Gas is requested. Friday nomination shall be for Saturday through Monday (ratably). Holidays are as determined by the Intercontinental Exchange (“ICE”) and shall be treated the same as weekends (*i.e.*, nominated ratably on the Business Day prior to the Holiday).

Buyer shall arrange for Seller’s use of and access to the EBB. Seller shall utilize the EBB to schedule all Gas purchased pursuant to this AMA to the Delivery Point(s) for confirmation by National Grid’s Gas Control. Use of the EBB or other means of making requests for confirmation of meter bounce transactions at the Delivery Point or other points of interconnection with Buyer’s facilities shall be strictly prohibited.

E. Asset Management Fee

Subject to the delivery obligations set forth above, Seller shall have the right to optimize the released capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of \$ [REDACTED], payable in equal monthly installments of [REDACTED]. This payment shall be reflected as a credit to Buyer in Seller's invoice for the applicable Month.

F. Credit Provisions

Independent Amount. In the event Seller or Seller's Credit Support Provider (if applicable) (i) has a Credit Rating below BBB from S&P and/or Baa2 from Moody's, or (ii) does not have a Credit Rating assigned by S&P or Moody's, Seller shall provide Buyer with an Independent Amount in the form reasonably acceptable to Buyer of either (a) a guaranty from a Credit Support Provider that has a Credit Rating of at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. In either case, the Independent Amount shall be equal to 10% of the potential mark to market exposure for the transactions hereunder calculated as a function of price volatilities as well as the notional volume; provided, however, that the potential mark to market exposure shall be zero (\$) when Seller's price is set at the Gas Daily Index. The Independent Amount shall be calculated by Buyer. The Independent Amount for Buyer means zero (\$0).

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of Cash previously transferred by Seller to Buyer, (ii) the amount of Cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however, that the Collateral Requirement for Seller will be deemed to be zero (\$) if (i) Seller has a Credit Rating of at least BBB from S&P and/or Baa2 from Moody's, and (ii) no Event of Default with respect to Seller or its Credit Support Provider (if applicable) has occurred and is continuing, and (iii) the guaranty provided by Seller's Credit Support Provider is in full force and effect (if applicable). Seller may provide the Collateral Requirement in the form reasonably acceptable to Buyer of either (a) a guaranty from a Credit Support Provider that has a Credit Rating of at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. The Collateral Requirement shall be calculated by Buyer. The "Collateral Requirement" for Buyer means zero (\$0).

Exposure. Exposure shall be calculated as the sum of:

- (i) all amounts that have been invoiced, but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the Term for each transaction under this Transaction Confirmation; reduced by
- (iv) the Independent Amount, if any, previously provided by the Seller to the Buyer.

G. Asset Management Arrangement

The Parties intend and agree that the Transaction set forth in this Transaction Confirmation constitutes an Asset Management Arrangement, as defined by FERC in Order No. 712 (as modified and clarified) and in accordance with FERC's rules and regulations, and that Seller is acting as Asset Manager as defined in 18 CFR 284.8(h)(3).

H. Changes in Law

If the FERC, CFTC or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Agreement or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) Days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other.

Seller: BP Energy Company

By: Travis O'Berry

Name: Travis O'Berry
Title: Originator
Date: 3/30/2023

Buyer: The Narragansett Electric Company d/b/a Rhode Island Energy

By: Michele V Leone approved for execution
James F. Bowe, Jr.
King & Spalding LLP
April 6, 2023

Name: Michele V Leone
Title: Vice President
Date: April 7, 2023

“CER” shall mean the Canada Energy Regulator.

“CFTC” shall mean the Commodities Futures Trading Commission.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P, or Moody’s or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as its “corporate credit rating” assigned by S&P, or the “long-term issuer rating” assigned by Moody’s.

“Credit Support Provider” shall mean a guarantor and guaranty in an amount and format each acceptable to Buyer.

“Dekatherm” or “Dth” or “dt” means one (1) MMBtu.

“EBB” means Buyer’s Electronic Bulletin Board utilized for confirmation of Gas.

“FERC” means the Federal Energy Regulatory Commission.

“Letter of Credit” means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least “A” by S&P and “A2” by Moody’s in a form reasonable acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

“Moody’s” means Moody’s Investors Services, Inc., or its successor.

“National Grid” means National Grid USA Service Company, Inc. solely in its capacity as agent for Buyer.

“S&P” means S&P Global Ratings, or its successor.

B. Gas Service and Capacity Release/Assignment

1. **Release and Assignment of Assets:** During the Term, Buyer will release/assign, on a pre-arranged, non-biddable basis, at no cost to Seller, the Assets. Buyer shall be responsible for the payment of all demand charges related to the Assets. Notwithstanding the foregoing, Seller shall initially pay the demand charges related to the TransCanada and Enbridge Assets and Buyer shall reimburse Seller for 100% of those demand charges related to the Assets for the Term of this Transaction Confirmation. Reimbursement of such charges shall be paid in U.S. dollars and based on the Bank of Canada’s monthly average exchange rate for the month of business as published on the last business day of the month of production. Seller shall be responsible for all variable costs in connection with transportation services provided through the Assets during the Term unrelated to deliveries for Buyer. Buyer and Seller each agree to take such actions and execute all documents as may be required to effectuate the release or assignment of the Assets from Buyer to Seller. All releases and assignments shall be subject to recall in the event that the Seller fails to meet its Gas Supply Requirements obligation to Buyer.
2. **Gas Supply Requirements:** On any day during the period of November 1, 2023 through March 31, 2024 (“Delivery Period”) of the Term, Buyer shall have the right, but not the obligation, to call on Seller to deliver up to the MDQ at the Tennessee Delivery Point (the “Gas Supply Requirements”). The MDQ shall be adjusted upward or downward based upon the deliverability and applicable fuel retention on each of Enbridge, TransCanada, Iroquois and Tennessee. Subject to satisfaction of the Gas Supply Requirements, Asset Manager shall have the right to optimize the assigned capacity for its own account. Subject to the following:
 - i. At least five business days prior to the 1st Day of the following Month of delivery, Buyer shall have the right, but not the obligation, to request Base-Load delivery of such Gas Supply Requirements at the Delivery Point up to the MDQ during the Delivery Period.
 - ii. Further, subject to Buyer having exercised its Base-Load rights, Buyer shall have a right to call on Seller to deliver at the Delivery Point a quantity up to the remaining MDQ.
 - iii. Additional Call – In addition to the Gas Supply Requirements set forth in Special Condition B(2)(A) of this Transaction Confirmation, on any Day during the Delivery Period, Buyer shall have the right, but not the obligation, to call on a quantity of Gas up to the contract quantity of each of the Iroquois and Tennessee Assets at the primary Delivery Point(s) under each such released Asset. Seller’s delivery obligations under this Additional Call provision and its delivery obligation pursuant to all Gas Supply Requirements provisions above shall not be cumulative and may only be invoked after Buyer has exhausted its rights pursuant to firm base-load and daily call supplies (i.e., Buyer’s right to request gas at the Iroquois or Tennessee Delivery Point(s) pursuant to these Gas Supply Requirements provisions and under this Additional Call provision shall be reduced by quantities requested at any upstream Delivery Point).
3. **Termination Option/Recall Rights:** If at any time during the Term, Seller fails to deliver Gas required to be delivered hereunder or compliance with allowing Buyer to administer its Program, unless such failure is excused by the Buyer’s non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall

the Assets under the terms of the Base Contract. If during the Term a Force Majeure event affects Seller's ability to transport Gas on a pipeline upstream of Tennessee Seller shall use commercially reasonable efforts to nominate and schedule Gas transportation service from receipt points not affected by the Force Majeure for delivery of such Gas at the Tennessee Delivery Point to maintain continuity of service to Buyer to the maximum extent practicable. Should Seller not succeed in scheduling such transportation service in a manner that will preserve deliveries of the MDQ to the Tennessee Delivery Point, Buyer shall have the right to recall the pipeline capacity not affected by the Force Majeure event until such Force Majeure has been eliminated.

C. Nominations

Buyer shall make all nominations for all delivery of Gas hereunder prior to 10:00 a.m. Eastern Prevailing Time on the Business Day prior to the Gas Day on which delivery of Gas is requested. Friday nomination shall be for Saturday through Monday (ratably). Holidays are as determined by the Intercontinental Exchange ("ICE") and shall be treated the same as weekends (i.e., nominated ratably on Business Day prior to the Holiday).

Buyer shall arrange for Seller's use of and access to the EBB. Seller shall utilize the EBB to schedule all Gas purchased pursuant to this AMA to the Delivery Point(s) for confirmation by National Grid's Gas Control. Use of the EBB or other means of making requests for confirmation of meter bounce transactions at the Delivery Point or other points of interconnection with Buyer's facilities shall be strictly prohibited.

D. Price The commodity price for Gas purchased pursuant to Special Condition 2 shall be as follows:

1. The commodity price for Gas called on through the exercise of a Daily Call pursuant to Special Condition B(2)(A)(ii) shall be equal to the price quoted in *Platts Gas Daily Daily Price Survey* (\$MMBtu) Midpoint for Dawn, Ontario for the Day of flow, plus the imputed variable costs specified in each pipeline's tariff to deliver the Gas Supply Requirements to the Delivery Point.
2. The commodity price for Gas called on through the Base-Load option pursuant to Special Condition B(2)(A)(i) shall be equal to the price quoted in *Platts Inside FERC* for Dawn, Ontario for the Day of flow, plus the imputed variable costs specified in each pipeline's tariff to deliver the Gas Supply Requirements to the Delivery Point.
3. The commodity price for Gas called on through the Additional Call option pursuant to Special Condition B(2)(B) shall be equal to the greater of the Daily Call Price or the price quoted in *Platts Gas Daily Daily Price Survey* for Tennessee Zone 6 South Pool for the Day of flow [REDACTED].
4. If capacity is recalled or otherwise reduced under the Assigned or Released FT Agreements due to an interruption and/or curtailment by Transporters of primary in-path Firm Transportation capacity, Asset Manager's obligation to deliver Gas and provide services under the Transaction Confirmation will be reduced proportionately during the period of such recall, reduction, or curtailment. Notwithstanding the foregoing, if in Buyer's judgment operational issues on the Assigned Assets may preclude Seller from delivering Gas to the Delivery Point at the Base-Load, Daily Call or Additional Call Prices stated in this Section D, then Buyer may direct Seller at the Nominations deadline to deliver a certain percentage of the MDQ at the prevailing market price for the Delivery Point as mutually agreed upon by Buyer and Seller. If Buyer makes such request for alternative pricing and Seller fails to deliver Gas at the alternative pricing requested by Buyer or Buyer and Seller are unable to agree to a fair market price for such deliveries, Seller's failure to deliver shall not be excused as a result of a failure of the Assigned Assets and Buyer may immediately terminate this Transaction Confirmation.

E. Asset Management Fee

Subject to the delivery obligations set forth above, Seller shall have the right to optimize the assigned capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of \$ [REDACTED], payable in twelve (12) equal monthly installments of [REDACTED]

[REDACTED]

F. Credit Provisions

Independent Amount. In the event Seller or Seller's Credit Support Provider (if applicable) (i) has a Credit Rating below BBB from S&P and/or Baa2 from Moody's, or (ii) does not have a Credit Rating assigned by S&P or Moody's, Seller shall provide Buyer with an Independent Amount in the form reasonably acceptable to Buyer of either (a) a guaranty from a Credit Support Provider that has a Credit Rating of at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. In either case, the Independent Amount shall be equal to 10% of the potential mark to market exposure for the transactions hereunder calculated as a function of price volatilities as well as the notional volume; provided, however, that the potential mark to market exposure shall be zero (\$0) when Seller's price is set at the Gas Daily Index. The Independent Amount shall be calculated by Buyer. The Independent Amount for Buyer means zero (\$0).

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of Cash previously transferred by Seller to Buyer, (ii) the amount of Cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however, that the Collateral Requirement for Seller will be deemed to be zero (\$) if (i) Seller has a Credit Rating of at least BBB from S&P and/or Baa2 from Moody's, and (ii) no Event of Default with respect to Seller or its Credit Support Provider (if applicable) has occurred and is continuing, and (ii) the guaranty provided by Seller's Credit Support Provider is in full force and effect (if applicable). Seller may provide the Collateral Requirement in the form reasonably acceptable to Buyer of either (a) a guaranty from a Credit Support Provider that has a Credit Rating of at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. The Collateral Requirement shall be calculated by Buyer. The "Collateral Requirement" for Buyer means zero (\$0).

Exposure. Exposure shall be calculated as the sum of:

- (i) all amounts that have been invoiced, but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the Term for each transaction under this Transaction Confirmation; reduced by
- (iv) the Independent Amount, if any, previously provided by the Seller to the Buyer.

G. Import/Export Reporting

Any import/export reporting requirements applicable to the quantities of natural gas delivered to Buyer hereunder, whether of the CER, the U.S. Department of Energy Office of Fossil Energy and Carbon Management, the U.S. Customs Service, or any other regulatory body having jurisdiction over the volumes, are the responsibility of Asset Manager.

H. Changes in Law

If the CER, FERC, CFTC, or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Transaction Confirmation or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other.


I. Asset Management Arrangement

It is the intention of the parties to structure this transaction as an AMA as defined by the FERC in Order No. 712 (as modified and clarified) and in accordance with FERC's rules and regulations. Seller is acting as an Asset Manager as defined in 18 CFR 284.8(h)(3). If it is determined that this transaction does not constitute an AMA, the parties agree to modify the transaction as required while maintaining, to the extent possible, the economics of the transaction.

J. Price Indexes

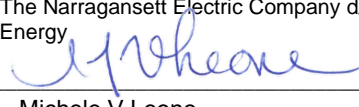
The pricing in this Transaction Confirmation includes index prices published in S & P Global Platt's "Gas Daily" and "Inside FERC Gas Market Report". If these publications either change or eliminate the pricing index for Gas which is delivered and sold under this Transaction Confirmation, the parties will discuss the pricing index change and determine if it preserves or alters the economic bargain between the parties. If the new pricing index reflects the market value of gas at the Delivery Point in this Transaction Confirmation and does not change the economic bargain of the original arrangement, the parties shall utilize the new pricing index in this Transaction Confirmation. If one or both of the parties determines that the new pricing index (or the elimination of the pricing index) does not reflect the market value of Gas at the Delivery Point in this Transaction Confirmation and would alter the economic bargain between the parties, Buyer and Seller shall negotiate in good faith to utilize a new or revised pricing index that preserves the economic benefits of the Transaction Confirmation for each party.

Seller: Hartree Partners, LP

By: 

Name: Daniel Devine
Title: Controller
Date: March 27, 2023

Buyer: The Narragansett Electric Company d/b/a Rhode Island Energy

By: 

Name: Michele V Leone
Title: Vice President
Date: April 5, 2023

approved for execution
James F. Bowe, Jr.
King & Spalding LLP
April 4, 2023

"CFTC" shall mean the U.S. Commodity Futures Trading Commission.

"Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P, or Moody's or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as its long-term issuer rating assigned by S&P or by Moody's.

"Credit Support Provider" shall mean a guarantor and guaranty in an amount and format each acceptable to Buyer.

"Dekatherm" or "Dth" or "dt" means one (1) MMBtu.

"Demand Charges" means the applicable demand charges due to Enbridge and TransCanada under the assigned Assets.

"FERC" means the Federal Energy Regulatory Commission.

"ICE Calendar" means the Trading Holiday Calendar published by ICE Futures U.S. for the year in question.

"Letter of Credit" means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a Credit Rating of at least "A-" by S&P and "A3" by Moody's and with assets not less than \$10,000,000,000 in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

"Moody's" means Moody's Investors Service, Inc., or its successor.

"National Grid" means National Grid USA Service Company, Inc., solely in its capacity as agent for Buyer.

"Program" means Buyer's state approved retail access program.

"S&P" means S&P Global Ratings, or its successor.

B. Gas Service and Capacity Assignment

1. **Assignment of Assets:** During the Term, Buyer will assign the Assets to Seller on a Monthly basis at no cost to the Seller after determining Program requirements. Seller shall initially pay the Demand Charges to TransCanada and Enbridge and Buyer shall reimburse Seller for such charges related to the assigned Assets and for all imputed variable charges related to the Assets and for all imputed variable charges related to the volumes delivered by Seller on behalf of Buyer. Buyer shall reimburse Seller for Demand Charges in U.S. dollars using the Bank of Canada's monthly average exchange rate for the Month of business as published on the last Business Day of the Month of production. Seller shall be responsible for all variable charges in connection with the Assets during the Term not related to Buyer's deliveries. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the assignment of the Assets from Buyer to Seller and to comply with the Program. All assignments shall be subject to recall in the event that the Seller fails to meet its Gas supply obligation to Buyer.

At least five (5) Days prior to the 1st calendar Day of each Month, Buyer shall communicate to Seller, in writing via email or instant messaging, the volume of the Assets that Buyer must assign under the Program and the residual amount that shall be made available to Seller under the transaction for the applicable Month of the Term. Seller agrees to take all reasonable and necessary actions to allow National Grid to administer the necessary assignments and comply with the Program.

2. Gas Supply Requirements:

- i. **November through April:** On any Day during the period of November 1, 2023 through April 30, 2024 ("Delivery Period") of the Term, Buyer shall have the right, but not the obligation, to call on Seller to deliver Gas on a Firm basis up to the MDQ at the East Hereford Delivery Point. The MDQ shall be adjusted upward or downward based on the deliverability and applicable fuel retention on each of Enbridge and TransCanada, as well as the volume assigned pursuant to the Program. Subject to satisfaction of these "Gas Supply Requirements" and compliance with the Program, Asset Manager shall have the right to optimize the assigned capacity for its own account subject to the following:
 - a) **Base-Load Quantities Option:** At least three (3) Business Days prior to the 1st Day of the following Month of delivery, Buyer shall have the right, but not the obligation, to request Base-Load delivery of such Gas Supply Requirements at the East Hereford Delivery Point on a Firm basis up to the MDQ during this Delivery Period.
 - b) **Daily-Call Quantities Option:** Further, subject to Buyer having exercised its Base-Load Quantities Option pursuant to Special Conditions B.2(i)(a), Buyer shall have the right to call on Seller to deliver

at the East Hereford Delivery Point a quantity on a Firm basis up to the remaining MDQ for the Delivery Period

Subject to these Gas Supply Requirements, Seller shall have the right to optimize the assigned capacity for its own account. Seller shall communicate to Buyer any upstream changes to supply contracts nominated pursuant to this Special Conditions Section no later than 1:00 PM prevailing Eastern Standard Time on the Day prior to the Day of Gas flow. Acceptance of changes to firm upstream supply arrangements communicated by Seller to Buyer after 1:00 PM prevailing Eastern Standard Time on the Day prior to the Day of Gas flow shall be at Buyer's discretion. Consistent with the terms of the Transaction Confirmation and the deliverability of the Assets, Buyer may nominate, and Seller must supply, those supplies unaccounted for after 1:00 PM prevailing Eastern Standard Time on the Day prior to the Day of Gas flow deadline from the Assets assigned to Seller by Buyer.

- ii. **Termination Option/Recall Rights:** If at any time during the Term, Seller fails to deliver Gas required to be delivered hereunder or in compliance with allowing Buyer to administer its Program, unless such failure is excused by the Buyer's non-performance or caused by Force Majeure or is otherwise excused in accordance with this Transaction Confirmation, Buyer shall have the right to terminate this Transaction Confirmation and recall the Assets; provided, however, that upon such termination, Seller shall have no obligation to pay the Asset Management Fee or further perform under the Transaction Confirmation and AMA from and after the date such termination is effective.

C. Nominations: Buyer shall make all nominations for delivery of Daily Call Quantities prior to 10:00 AM prevailing Eastern Standard Time on the Business Day prior to the Gas Day on which delivery of Gas is requested. Holidays are as determined by the ICE Futures U.S. pursuant to the ICE Calendar. Nominations need not be ratable for weekends and Holidays.

D. Price

1. **Base-Load Quantities Option:** The price for Gas purchased pursuant to Special Conditions B.2(i)(a) shall be equal to the price posted as the "Index" for Upper Midwest, "Dawn, Ontario," as published in *Platts Inside FERC* for the Month of delivery, plus imputed variable costs (including fuel) specified in the applicable pipeline's tariff to transport Gas from Dawn to the Delivery Point.
2. **Daily Call Quantities Option:** The price for Gas purchased pursuant to Special Conditions B.2(i)(b) shall be equal to *Platts Gas Daily Price Survey*, Midpoint for Day of flow, for Dawn, Ontario, plus imputed variable costs (including fuel) specified in the applicable pipeline's tariff to transport such quantity of Gas from Dawn to the Delivery Point.
3. Notwithstanding the foregoing, if in Buyer's sole discretion operational issues on the pipeline segments on the assigned Assets may preclude Seller from delivering Gas to the East Hereford Delivery Point at the Base-Load Quantities Option or Daily Call Quantities Option price stated in this Special Condition D, then Buyer may direct Seller at the Nominations deadline specified in Special Conditions C. of this Transaction Confirmation to deliver a certain percentage of the MDQ at a fair market price for the East Hereford Delivery Point. If Buyer makes such request for alternative pricing and Seller fails to deliver Gas at the alternative pricing requested by Buyer or Buyer and Seller are unable to agree to a fair market price for such deliveries, Seller's failure to deliver shall not be excused as a result of a failure of the assigned Assets and Buyer may immediately terminate this Transaction Confirmation.

E. Asset Management Fee

Subject to the Gas Supply Requirements set forth above, Seller shall have the right to optimize the assigned capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of [REDACTED] per MMBtu ("Asset Management Fee") of capacity released by Buyer to Seller calculated on the TransCanada East Hereford Delivery Point for the Month of flow. The Asset Management Fee shall accrue Monthly on the first day of each Month during the Term. This payment shall be reflected as a credit to Buyer in Seller's invoice for the applicable Month. For the avoidance of doubt, the parties hereby agree Seller shall not be responsible for payment of the Asset Management Fee for any period following Buyer's exercise of the Termination Option set forth in Special Conditions B. 2. ii. of this Transaction Confirmation and AMA or on any Day following the termination of transactions pursuant to Section 10 of the Base Contract.

F. Credit Provisions

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of cash previously transferred by Seller to Buyer, (ii) the amount of cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however, that the Collateral Requirement for Seller will be deemed to be zero (\$0) if (i) Seller or its Credit Support Provider has a Credit Rating of at least BBB- by S&P and/or Baa3 by Moody's, and (ii) no Event of Default with respect to Seller or its Credit Support Provider (if applicable) has occurred and is continuing, and (ii) the guaranty provided by Seller's Credit Support Provider is in full force and effect (if applicable). Seller may provide the Collateral Requirement in the form reasonably acceptable to Buyer of either (a) a guaranty from a Credit Support Provider that has a Credit Rating of at least BBB- by S&P and/or Baa3 by Moody's, (b) cash, or (c) a Letter of Credit. The Collateral Requirement shall be calculated by Buyer. The "Collateral Requirement" for Buyer means zero (\$0).

Exposure. Exposure shall be calculated as the sum of:

- (i) all amounts that have been invoiced, but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the Term for each transaction under this Transaction Confirmation.

G. Import/Export Reporting

Any import/export reporting requirements applicable to the quantities of Gas delivered to Buyer hereunder, whether of the Canada Energy Regulator, the U.S. Department of Energy Office of Fossil Energy and Carbon Management, the U.S. Customs Service, or any other regulatory body having jurisdiction over the volumes, are the responsibility of Asset Manager.

H. Changes in Law

If the CER, FERC, CFTC, or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, either party shall provide Notice of such event to the other party and the parties shall negotiate in good faith an amendment to this Transaction Confirmation or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) Days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other or either party may terminate this Transaction Confirmation and AMA upon two Days' Notice to the other party.

I. Base Contract.

This Transaction Confirmation and AMA is entered into pursuant to and is governed by the terms and conditions of the Base Contract, and shall form a single integrated agreement with the Base Contract. Notwithstanding that the capacity release of the Assets is not itself a transaction for the purchase, sale, or exchange of Gas, the provisions of the Base Contract (including, but not limited to, provisions relating to limitation of liability, indemnity, confidentiality, billing, netting of payments, set-off, notice, assignment, dispute resolution, governing law, interpretation, and other miscellaneous provisions found in Section 14 of the Base Contract) are, except to the extent of any inconsistency or conflict with the provisions of this Transaction Confirmation and AMA, incorporated herein by reference and will apply to govern the rights and obligations of the parties in respect of the release, *mutatis mutandis*. For avoidance of any doubt, all amounts payable under this AMA may be netted against any other amounts due (or past due) and owing under the Base Contract. In the event of any conflict or inconsistency between the provisions of the Base Contract and the provisions of this Transaction Confirmation and AMA, the provisions of this Transaction Confirmation and AMA shall prevail and be applied to the extent of the conflict or inconsistency. All capitalized terms that are used in this AMA but not defined herein shall have the meanings given to such terms in the Base Contract.


J. No Agency/Fiduciary Relationship, Joint Venture or Partnership.

Each of Seller and Buyer hereby acknowledges and agrees that the other party is not acting, under this Transaction Confirmation and AMA, as an agent, fiduciary, or financial investment or commodity trading advisor to it and that this AMA shall not create any joint venture, partnership, or other fiduciary relationship between them.

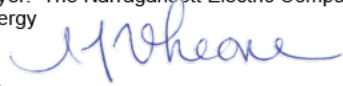
K. Entire Agreement.

This Transaction Confirmation and AMA and the Base Contract, together, constitute the entire agreement between the parties regarding the asset management arrangement with respect to the Assets, and this Transaction Confirmation and AMA supersedes and replaces any prior and contemporaneous communications, understandings, and agreements between Seller and Buyer related to such subject matter, whether written or oral, express or implied. No modification, amendment, supplementation, or alteration of the terms and provisions of this Transaction Confirmation and AMA shall be or become effective except by written amendment executed by the duly authorized representatives of both parties to this Transaction Confirmation and AMA.

Seller: Castleton Commodities Merchant Trading L.P.
By Castleton Commodities Trading GP LLC, its
General Partner

By: 
Name: Robert Ruckman
Title: Authorized Signatory
Date: 4/8/23

Buyer: The Narragansett Electric Company d/b/a Rhode Island
Energy

By: 
Name: Michele V Leone
Title: Vice President
Date: April 7, 2023
approved for execution
James F. Bowe, Jr.
King & Spalding LLP
April 6, 2023

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-11

Request:

Reference Exhibit 16, page 2. Please provide a sendout run identifying daily demands and the usage of each capacity resource for the winter 2023-2024.

Response:

Please see the Excel workbook provided as Attachment Division 1-11. Please note that all volume data is in Mdth.

Division 1-12

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 2023/24 to 2027/28 submission, the Company presents the 2023-24 Design Load Duration curve. Refer to Confidential Attachment Division 1-12-1 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 2023/24 to 2027/28 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 1-12-2 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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Confidential Attachments Division 1-12-1 & 1-12-2

The Company transmitted the above-referenced confidential attachments in Excel Format via the Company's secure link.

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Redacted
Division 1-13

Request:

Identify each contract the Company has or will acquire to meet peak hour 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 Division 1-13, which breaks down the costs attributed to both line items. The PropDracut supply and the Winter Liquid supply were estimated for the LRP filing. The Company estimated the demand costs of the Dracut supply and the Winter Liquid supply based on the demand charge that was locked in for the first Dracut supply deal.

The proposed rate for the Dracut supply deal was [REDACTED] multiplied by a maximum seasonal quantity (MSQ) of 75,000 Dth, for a total cost of [REDACTED]. The proposed rate for the Winter Liquid supply deal was the same; [REDACTED] multiplied by 120,000 Dth, for a total cost of [REDACTED].

The Summer Liquid refill deal is a known demand charge, as it relates to the GazMetro refill deal as well as the AGT Citygate, Beverly Supply Deal and Dracut Supply cost. Under the hourly peaking fixed costs, the Portable LNG costs are the costs attributed to the Old Mill Lane operations.

The Beverly and Dracut 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 1-13 contain confidential and commercially sensitive pricing information; therefore, the Company is providing a redacted version of this response and Attachment Division 1-13, as well as an unredacted confidential version subject to a Motion for Protective Treatment.

Prepared by or under the supervision:
Megan Borst (Pursuant to Transition Services Agreement) and James M. Stephens

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

Data Item Total Supply Fixed Costs by Supply

Supply Costs	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Grand Total
AGT Citygate													
Beverly Supply Deal													
Dracut Supply													
PropDracut													
Summer Liquid Refill													
Winter Liquid													
Grand Total													

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

Hourly Peaking Fixed Costs	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Total
Transportation Fixed Costs													
Portable LNG \$													
Beverly \$													
Dracut \$													
Supplier Fixed Costs													
AGT Citygate \$													
Winter Liquid \$													
Beverly Supply Deal \$													
Dracut Supply \$													
Total Hourly Peaking Fi \$													

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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-14

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 2023 through October 2024, 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 1-14 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 2023 through October 2024, including those supporting liquefaction and supplier fixed costs. The Company is currently in the process of negotiating additional gas supply agreements for the coming winter and will supplement this response as additional agreements are executed.

Attachment Division 1-14 contains commercially sensitive and confidential information; therefore, the Company is providing confidential and redacted versions of Attachment Division 1-14, subject to a Motion for Protective Treatment.

TRANSACTION CONFIRMATION



		Date: May 11, 2023 Transaction Confirmation #: 1381636
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This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated September 1, 2009. 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: Reps [REDACTED] 2455 [REDACTED] The [REDACTED] Attn: Karen lampen Phone: (832) 442-1040 Fax: (832) 442-1050 Base Contract No. 100316 Transporter: Maritimes & Northeast Pipeline, LLC ("Maritimes US"), Algonquin Gas Transmission LLC ("AGT"), and Tennessee Gas Pipeline Company ("TGP") Transporter Contract Number: _____	BUYER: [REDACTED] [REDACTED] Province, RI 02907 Copy to: 100 East Old Country Road Hicksville, New York 11801 Attn: Contract Administrator Phone: (516) 490-6985 Email: Confirmationseprm@nationalgrid.com Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____ Trader: Samara Jaffe, as agent for Buyer Copy to: Jim Stephens Email: JMStephens@pplweb.com
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Contract Price: The Contract Price per MMBtu of Gas delivered each Month shall be [REDACTED]

Delivery Period: Begin: December 1, 2023 End: March 31, 2024

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity): _____ MMBtus/day <input type="checkbox"/> EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum Up to 15,000 MMBtus/day Maximum ("MDQ") subject to Section 4.2. at election of <input checked="" type="checkbox"/> Buyer or <input type="checkbox"/> Seller And subject to Special Condition 1 below	Interruptible: Up to _____ MMBtus/day
---	--	---

Delivery Point(s): The Delivery Point shall be, at Buyers option, the interconnection points between Tennessee Gas Pipeline "TGP" and Maritimes and Northeast Pipeline ("Maritimes US") facilities, DART Pin No. 412538, located in Dracut, Massachusetts (Middlesex County); and/or the interconnection between Maritimes US and AGT Meter #00215 located in Salem, Massachusetts (Essex County).

Special Conditions:

- On any Day during the Delivery Period, Buyer shall have the right, but not the obligation, to call on a quantity of Gas up to the MDQ. Notwithstanding the foregoing, Buyer understands and agrees that the cumulative quantity of Gas that Buyer is required to purchase during the Delivery Period shall equal 400,000 MMBtu (the "Maximum Seasonal Quantity" or "MSQ"). Except as otherwise provided in Special Condition 2 of this Transaction Confirmation, notice of the quantity requested by Buyer for a Day is to be given to Seller by 10:00 AM EPT on the Business Day immediately preceding the Day of delivery (including weekends and holidays) pursuant to the Intercontinental Exchange, Inc ("ICE") trading holiday calendar (the Timely "Nomination Deadline"). [REDACTED] The quantity of Gas timely requested by Buyer by the Timely Nomination Deadline for a Day shall be the Contract Quantity for such Day to be delivered by Seller and taken by Buyer on a Firm basis.

2.

[REDACTED]

3. Seller shall sell and deliver, and Buyer shall cumulatively purchase and take the entire MSQ during the Delivery Period, which deliveries shall be made on the Days selected by Buyer in accordance with Special Conditions 1 and 2. If at the end of the Delivery Period Buyer has failed to purchase 100% of the MSQ and such failure is not the result of Seller's performance and obligations herein, then in addition to the Gas purchased by Buyer in accordance with Special Conditions 1 and 2, Seller shall invoice Buyer at the Contract Price for each unpurchased MMBtu of the MSQ.

4. Buyer may select multiple Delivery Points for a Day, provided that the cumulative quantity does not exceed the MDQ for the Day or the MSQ cumulatively for all Days of the Deliver Period.

5.

[REDACTED]

6. Buyer and Seller shall comply with all economic sanctions laws, anti-boycott laws and trade restrictions imposed by the US, UK, UN and EU, as may be amended from time to time, in all respects related to the performance of this Transaction Confirmation. The obligations in this paragraph refer particularly but not exclusively to sanctions laws pertaining to the Russian Federation, its citizens and any businesses they may own, control, or have a charter for, and in general to any other person, company or entity involved in the performance of this Transaction Confirmation. Nothing in this Transaction Confirmation is meant to require either party to take any action which is likely to place it or its affiliates in a position of non-compliance with, or in contravention of, the above mentioned laws and restrictions. In particular, but without limitation, either party shall at any time be entitled to terminate this Transaction Confirmation without liability, where acceptance of delivery would place a party or its affiliates in a position of non-compliance with, or in contravention of, the said laws and restrictions.

7. Each of the parties represents that it is a producer, processor, commercial user of, or a merchant handling, the commodity that is the subject of this transaction, or the products or byproducts thereof; and is entering into this transaction solely for purposes related to its business as such.

Seller: Repsol Energy North America Corporation

By: *Patrick Abercrombie*
patrick.abercrombie / Jun 15, 2023 18:30 CDT

Title: President

Date: Jun 15, 2023

Buyer: The Narragansett Electric Company d/b/a Rhode Island Energy

By: *J. Wheare* kac

Title: Vice President - Gas

Date: June 22, 2023






NEC-RENA NAESB TC Dracut-Beverly

Final Audit Report

2023-06-15

Created:	2023-06-15
By:	Amy Mcconnel (amy.mcconnel@repsol.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGxyiogd52ay_wzvyFecTx2v__9VklIw

"NEC-RENA NAESB TC Dracut-Beverly" History

-  Document created by Amy Mcconnel (amy.mcconnel@repsol.com)
2023-06-15 - 10:50:03 PM GMT
-  Document emailed to patrick abercrombie (patrick.abercrombie@repsol.com) for signature
2023-06-15 - 10:51:11 PM GMT
-  Email viewed by patrick abercrombie (patrick.abercrombie@repsol.com)
2023-06-15 - 11:30:34 PM GMT
-  Document e-signed by patrick abercrombie (patrick.abercrombie@repsol.com)
Signature Date: 2023-06-15 - 11:30:56 PM GMT - Time Source: server
-  Agreement completed.
2023-06-15 - 11:30:56 PM GMT

Contract ID # 4198

1000005499

PRECEDENT AGREEMENT

THIS PRECEDENT AGREEMENT ("Agreement") is entered into this 15th day of MAY, 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
 Title Authorized Signatory

M. Vaughn

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 1/

Truck Loading Charge* \$ [REDACTED] per dth

Liquefaction Usage Charge* \$ [REDACTED] per dth

Other Rate Terms

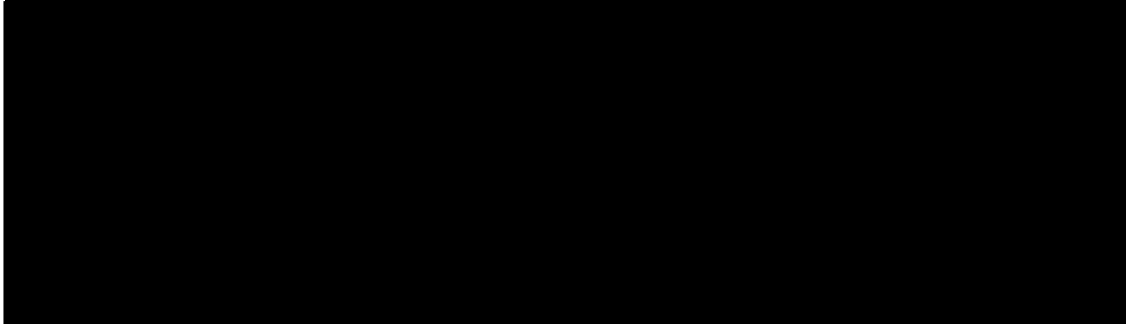
[REDACTED]

*Authorized Overruns – see Attachment D.

Fuel Retainage:

[REDACTED]

[REDACTED]



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
- 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)

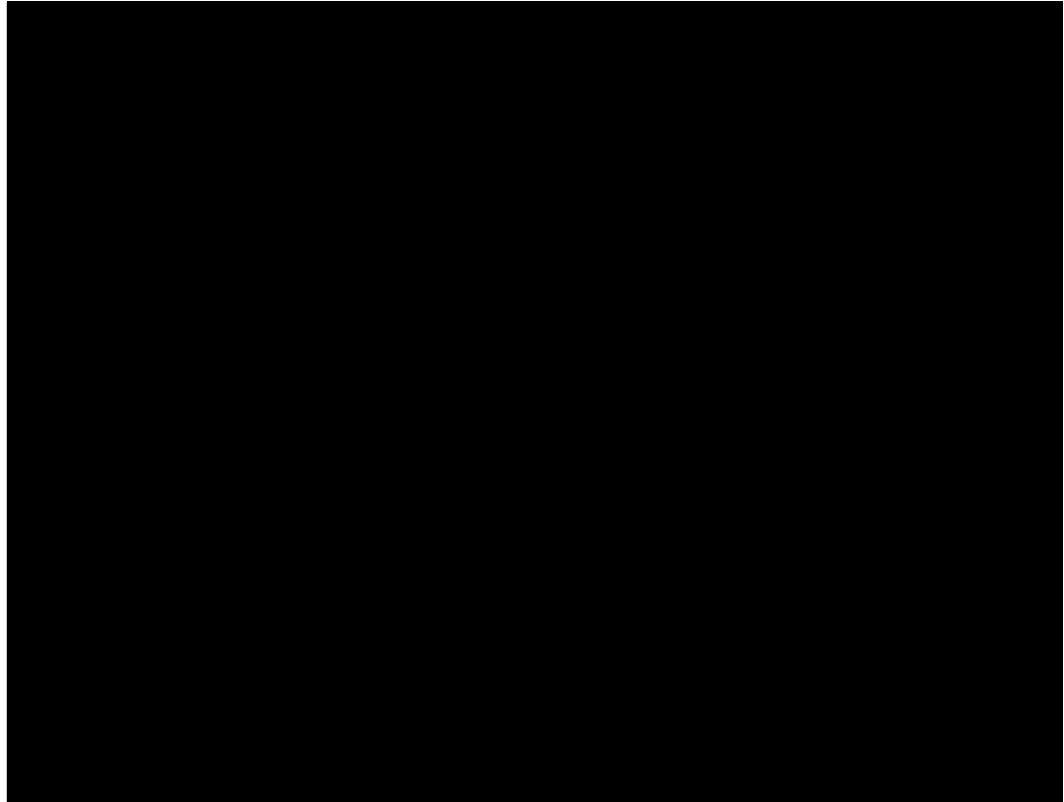
Liquefaction and Delivery Service

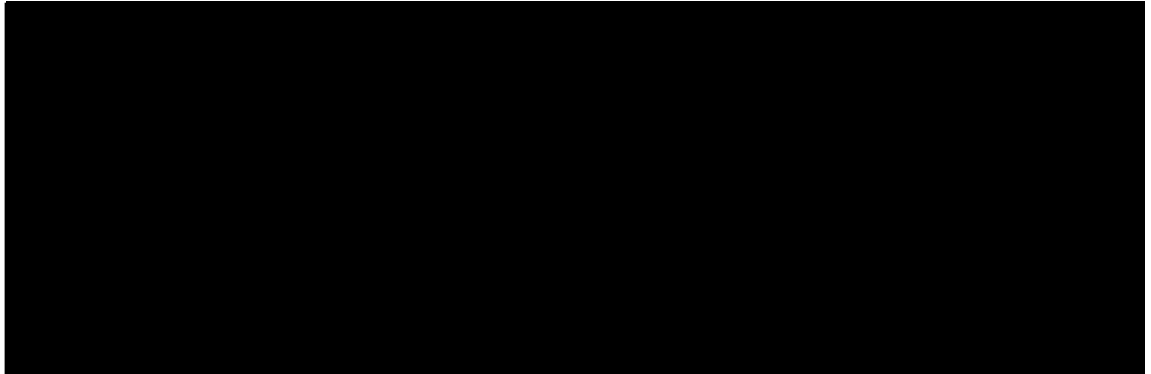
Liquefaction Capacity Reservation Charge \$  per dth-day

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: John V. Vaughn for LLC
Printed Name: John V. Vaughn
Title: Authorized Signatory

Amendment ID # 3091 1000006238
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.

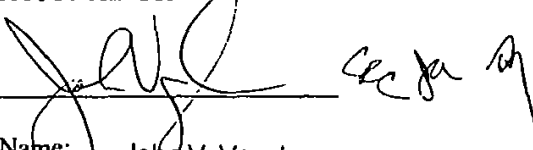
9. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement remain unchanged and continue to be in full force and effect.

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(c), 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.



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 *CRV JV*

Printed Name: John V. Vaughn

Title: 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:

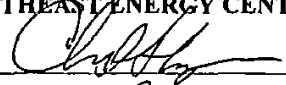
1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "September 15, 2019" and "September 30, 2019" as they appear in Section 3(c) and replacing the dates with "June 15, 2020" and "July 1, 2020", respectively.
2. This Amendment may be executed in two or 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 # 4198)

1000008701
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 ("EFSB"); and

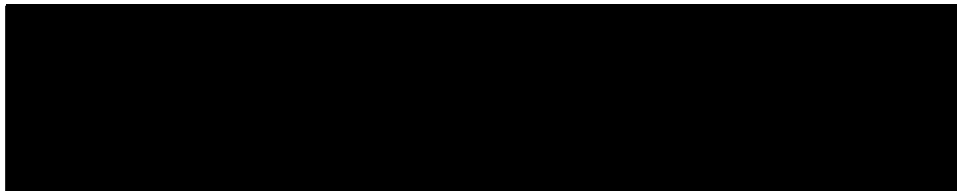
WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

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

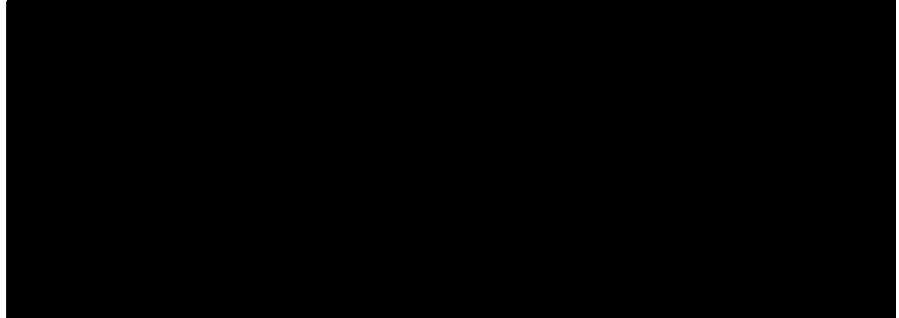
- 1. Effective as of the Effective Date,
 - a. the Agreement notice information for Supplier in Section 14 and notice information in Attachment A to the Agreement following the words "Send to" on page 1 are hereby changed and amended by deleting such notice information and replacing it with the following:

"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:

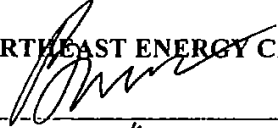
“If, in the future, Customer desires to supply LNG from the Facility to the Providence FERC jurisdictional LNG storage and, in connection therewith, it is determined that such service would subject the Facility to FERC jurisdiction, then Supplier shall, with timely notice from Customer and with full 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.

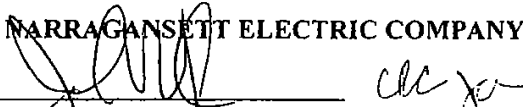
[Signature page follows.]

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 Brewster*
Title:

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID


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

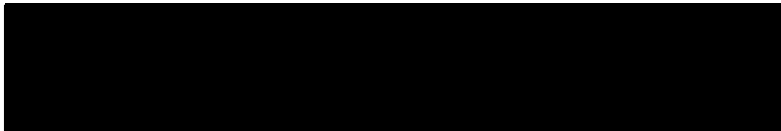
WHEREAS, Supplier and Customer now wish to amend the Agreement as set forth herein.

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:

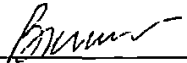


3. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same agreement.
4. The Agreement is hereby ratified and affirmed and, except as expressly amended herein, all other items and provisions of the Agreement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

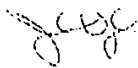
[Signature page follows]

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;

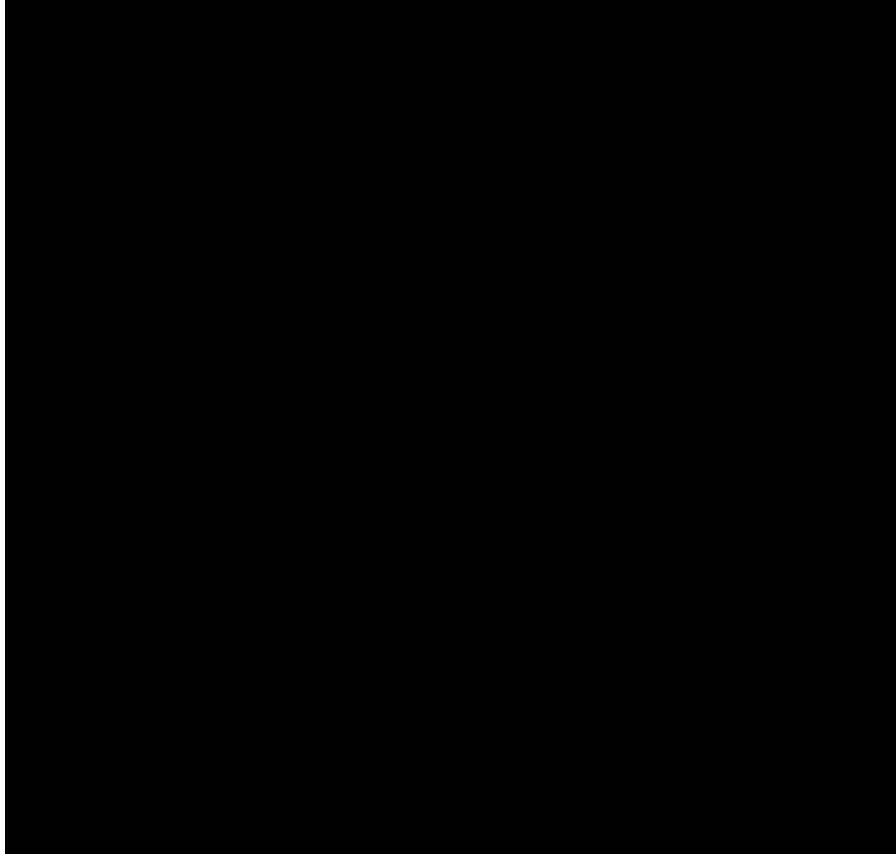
WHEREAS, existing and reasonably expected future guidelines with respect to construction projects issued during or subsequent to the state of emergency established within the Declaration will likely affect the nature and duration of the Facility's construction, all in a manner not contemplated within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

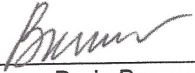
1. Effective as of the date hereof, the Agreement is hereby changed and amended by deleting the dates "April 30, 2021" and "May 15, 2021" as they appear in the first sentence of Section 3(c), as amended, and replacing the dates with "July 30, 2021" and "August 15, 2021," respectively.
2. This Amendment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

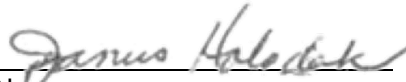
[Signature page follows]

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

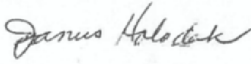
[Signature page follows]

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

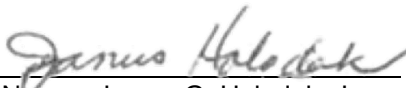
[Signature page follows]

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



Samara Jaffe
Director- Gas Contracting, Compliance & Hedging
National Grid
100 East Old Country Road | Hicksville, NY 11801

October 31, 2021

Dear Samara,
Northeast Energy Center, LLC (“Supplier”) and Narragansett Electric Company d/b/a National Grid (“Customer”) are parties to a certain Precedent Agreement dated May 15, 2015, with respect to Supplier’s development of a liquefied natural gas facility in Charlton, MA and the provision of liquefaction, storage, and truck-filling services for the benefit of Customer (as amended, the “Agreement”).

Supplier has been diligently pursuing the receipt of all necessary approvals, including the approval from the Massachusetts Energy Facilities Siting Board (“Siting Board”) as referenced by the Agreement. The Siting Board unanimously approved the Supplier’s proposed facility on October 21, 2021, at its full Siting Board meeting and issued a written Final Order on October 22, 2021. This is the approval needed to commence construction of the facility, as referenced by Section 3(c) of the Agreement. On November 1, 2021, promptly upon receipt of the Siting Board’s Final Decision, NEC issued its notice to proceed to the project EPC provider. Supplier appreciates the support of Customer during the regulatory approval process.

For purposes of clarity, Supplier respectfully confirms that Supplier satisfied the requirements of Section 3(c) of the Agreement and respectfully requests that you acknowledge it by signing a copy of this letter as provided below and returning such copy to me.

Thank you for your courtesy and consideration.

Very truly yours,

Boris Brevnov
Managing Member

Acknowledged:

Narragansett Electric Company d/b/a National Grid

By: _____

Its: _____

LIQUEFIED NATURAL GAS SUPPLY AND DELIVERY AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of April 1, 2023 (the “**Agreement Date**”)

AMONG:

THE NARRAGANSETT ELECTRIC COMPANY, d/b/a RHODE ISLAND ENERGY, 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 quantities of LNG (defined below) on the terms and conditions set forth herein in order to have such quantities 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.

“**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)(ii).

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

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

“**Customer’s Agent**” means National Grid, solely in its capacity as agent for Customer for purposes of nominating and scheduling services and receiving invoices and notices under 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 the 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 Canada Energy Regulator, the Rhode Island Division of Public Utilities and Carriers and the Rhode Island Public Utilities Commission.

“**GST**” shall mean the Goods and Services Tax of Canada as administered and collected in the Province of Québec.

“**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 the quantity of LNG that may be transferred into and transported by means of an 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 units.

“**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).

“**Swing Quantities**” has the meaning set forth in Section 3(a)(iv).

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

“**Transporter(s)**” 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, 2023 and ends on November 30, 2023.

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, as follows.
 - i. Customer shall purchase and receive LNG from GM LNG on DDP Incoterms® 2010 basis, at one of these locations as required by Customer (the “**Delivery Point**”):
 - a. 1595 Mendon Road, Cumberland, RI
 - b. 53 South County Trail, Exeter, RI
 - c. 135 Old Mill Lane, Portsmouth, RI
 - d. 121 Terminal Road, Providence, RI
 - ii. Moreover and subject to paragraph 3(a)(iii) – Swing Quantities, LNG deliveries hereunder are further subject to a maximum contract

quantity of 125,000 MMBTU (the “CQ”) and a maximum daily quantity (the “MDQ”) of up to three (3) Loads of LNG per day, plus no fewer than nine (9) additional Loads of LNG per day on an interruptible basis.

- iii. When required by Customer during the Delivery Term, Customer may request that GM LNG sell and deliver additional quantities up to a total limit of 60,000 MMBtu over the CQ (the “Swing Quantities”) and GM LNG may on a best effort basis deliver such additional quantities of LNG by confirming the additional quantities of LNG it will deliver as Swing Quantities within three (3) Business Days of receiving Customer’s request for delivery of such Swing Quantities.
- (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” determined in accordance with this Section 4 (collectively referred as the “Price”) to GM LNG and, with respect to any Swing Quantities delivered to Customer, the “Swing Supply Commodity Surcharge,” as provided in items (a) through (d) and in accordance with the requirements of item (e) below.

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

- [REDACTED]
- [REDACTED]
- [REDACTED]

- (b) The “**Demand Charge**” is a fixed fee of [REDACTED] payable in eight (8) equal monthly installments of [REDACTED], 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 such portion of the CQ that Customer can reasonably demonstrate it would have ordered in accordance with this Agreement, GM LNG shall deduct, on the last monthly invoice either at the end of the Delivery Term or as a result of a termination as set forth in this Agreement, [REDACTED]. Customer shall offer reasonable opportunities to GM LNG to provide make-up deliveries and shall request LNG deliveries as ratably as possible during the Delivery Term.

- (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 (which will be billed to Customer in addition to the applicable transportation fee set forth in Exhibit C).
 - iii. [REDACTED]

- (d) “**Swing Supply Commodity Surcharge**” – For each MMBtu of the Swing Quantities purchased by Customer and delivered by GM LNG, Customer will pay to GM LNG a Swing Supply Commodity Surcharge equal to [REDACTED]

- (e) “**Currency Conversion Mechanism**” – GM LNG will send to Customer, on the first Business Day of each month, the Price 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 and invoiced according to the above conversion mechanism.

4.2. General provisions

- (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 provided 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 of 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 or Customer's Agent, acting on behalf of Customer, shall submit, by e-mail to the addresses given below, Customer's weekly schedule for LNG deliveries ("**LNG Request**") to GM LNG, by each Thursday during the Term, between 7:00 a.m. and 4:00 p.m. Eastern Standard Time. Each such LNG Request shall specify the following information and any other information reasonably requested by GM LNG and shall 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.

GM LNG shall confirm within the following twenty-four (24) hours its acceptance of the LNG Request, or the adjustments to the weekly schedule it requires in order to accept the LNG Request. If Customer or Customer's Agent fails 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 or on behalf of Customer by using the LNG Request Form set forth in Exhibit E or any other form agreed between the Parties and sent by email to: livraisons@gazmetro.com

With a copy to:

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

- (d) GM LNG will confirm to Customer and Customer's Agent in writing promptly following its receipt of each LNG Request 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 thereafter, 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 or Customer's Agent acting on behalf of Customer and GM LNG will work with the Transporter to establish a weekly delivery schedule. The Parties acknowledge and agree that GM LNG is solely responsible for the management and logistics of the Transporters and GM LNG shall have the flexibility to use the Transporter of its choice among the Transporters approved by Customer. Notwithstanding the foregoing, Customer shall have the right to decline to receive into its Installations any Load which Customer determines, acting reasonably, may not safely be transferred by Transporter from an LNG Tank.
- (h) Each unloading will be timed from the time at which the truck carrying an LNG Tank passes through the front gate enclosing the Installations at the designated Delivery Point to the time at which the LNG Tank passes through such 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 from an LNG Tank without a significant and sustained increase in its pressure, in order to allow a full unload of the LNG Tank within two (2) hours. If, as a result of Customer's breach of the terms of this Agreement or there is at Customer's Installation insufficient available storage capacity for the LNG quantity requested by Customer, an LNG Tank cannot be fully unloaded at the Installation during one delivery, GM LNG shall have the right 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 Customer 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 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 any Load deliveries, GM LNG may seek leave from Customer to inspect the 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 the 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 Customer as soon as possible 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 and to Customer's Agent 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, 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 and Customer's Agent 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 covering LNG is attached in Exhibit B to this Agreement.
- (b) The LSR Plant receives its gas from the 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 and the conclusion of the loading and 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 procedure for measurement of the quantity of LNG and its energy content at a plant other than the LSR Plant shall be approved by 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 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 applicable Commodity Charge multiplied by 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.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (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 in item (c) above.
- (e) Upon request by GM LNG, Customer shall provide a certificate of insurance evidencing a minimum of ten Million (US \$10,000,00) excess liability insurance 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:

The Narragansett Electric Company d/b/a Rhode Island Energy
Attn: Julie Porcaro
Director, Gas Network Operations
Email: JMPorcaro@RIEnergy.com

With a copy to Customer's Agent:

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

In the case of GM LNG, to:

Jonathan Carroll
Director, Business Development - USA
[Email: jonathan.carroll@energir.com](mailto:jonathan.carroll@energir.com)

with a copy to:

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

Email: legal@energir.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, and Customer may disclose to Customer’s Agent (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 stated herein 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, pandemic, 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 a 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 of gas or LNG to or for GM LNG that results in an inability to produce LNG at the LSR Plant for delivery under this Agreement, 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 and, in the case of Customer, to Customer’s Agent, 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 and, in the case of Customer, to Customer’s Agent, when such Event of Force Majeure has been eliminated or has ceased to prevent the Affected Party from fulfilling its obligations 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 period of five (5) days 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 such failure within thirty (30) days 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 Email:** Any Party may deliver an executed copy of this Agreement by 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. Customer confirms that it has duly appointed Customer's Agent as its agent for

purposes of nominating and scheduling services and receiving invoices and notices under this Agreement.

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 d/b/a RHODE ISLAND ENERGY**

APPROVED FOR
SIGNATURE
JF/OM J.
4/12/2023

By: 

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

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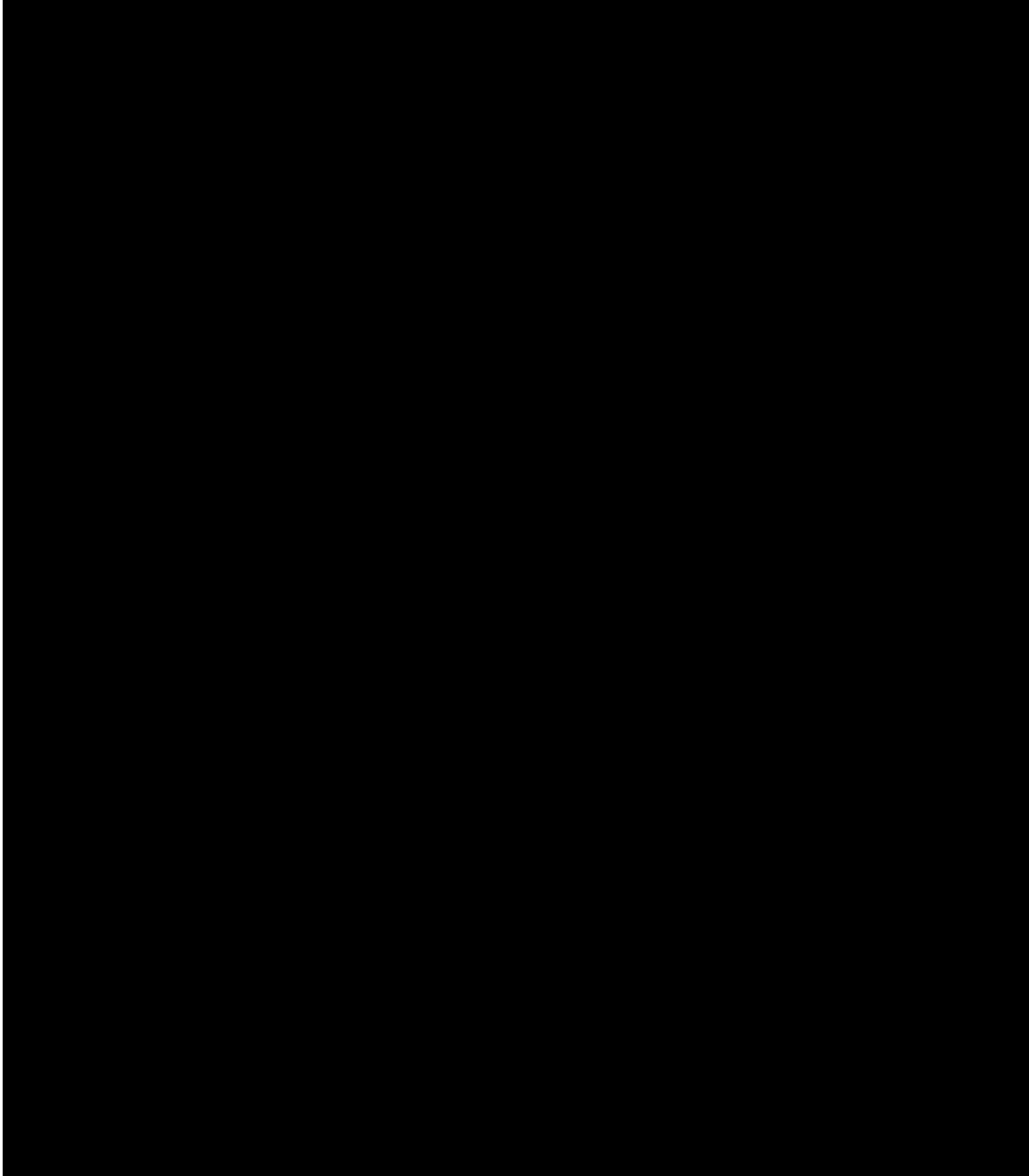
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Étienne Champagne, President

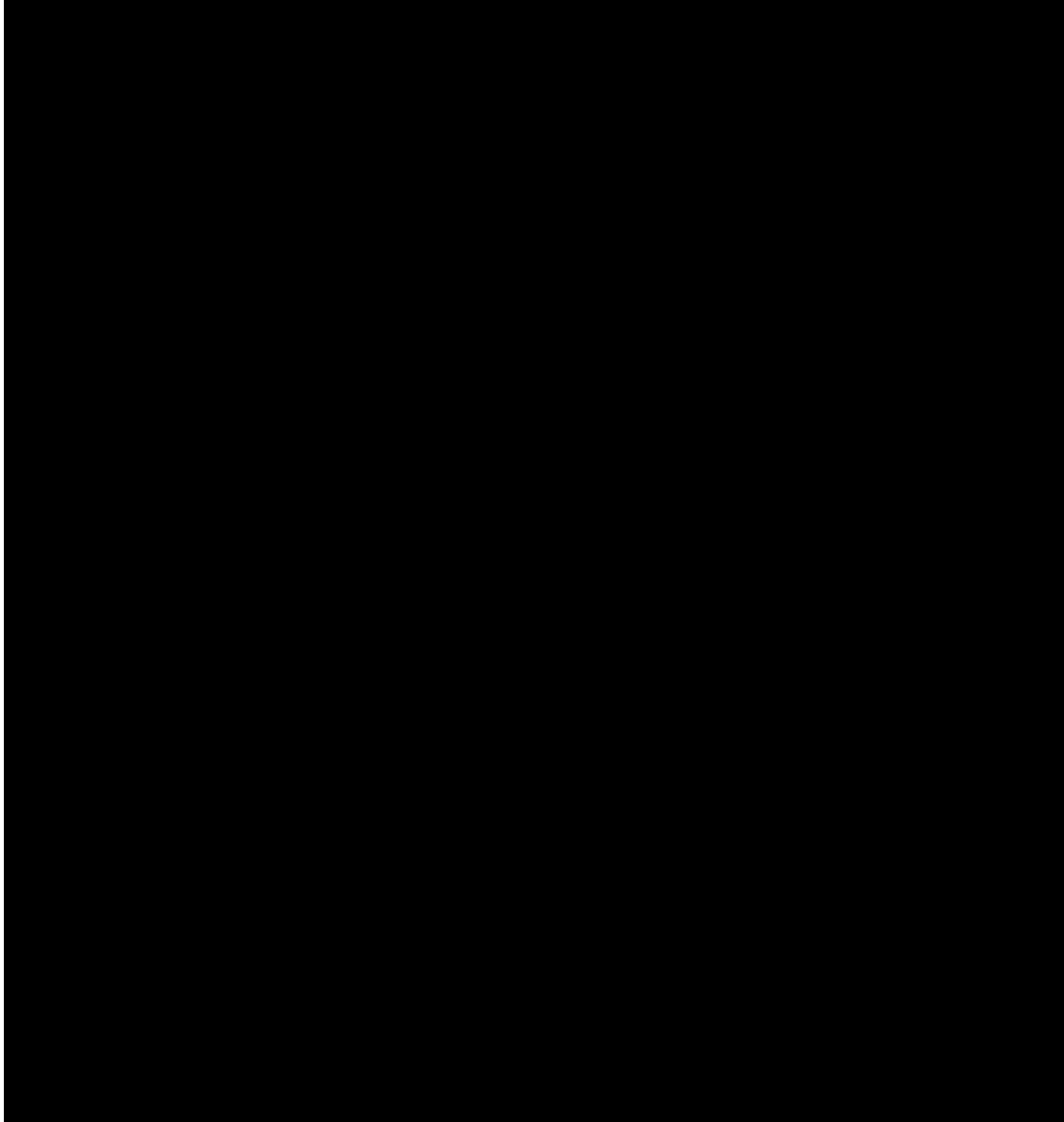
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By: 
Denise Dériger, Corporate Secretary

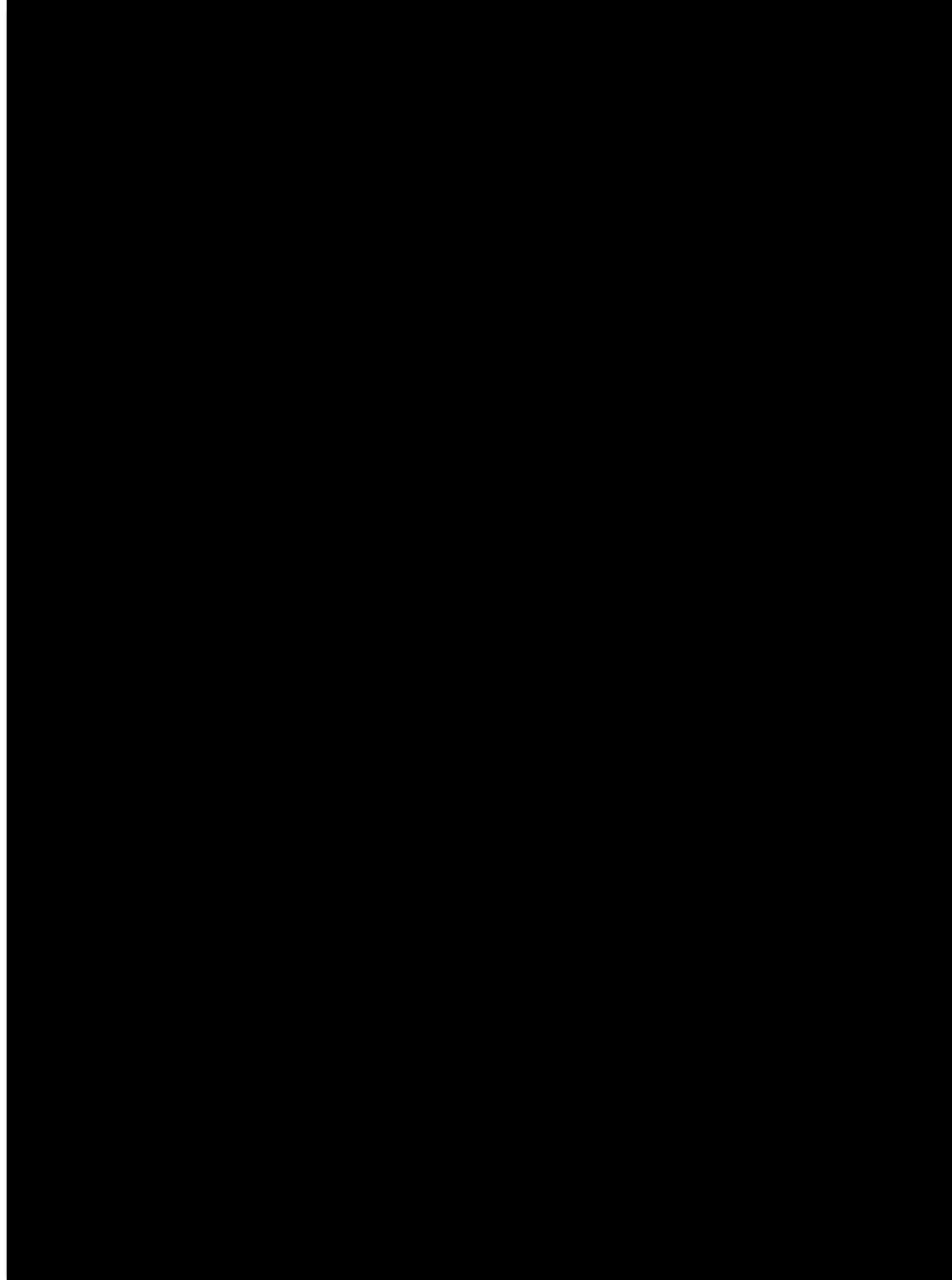
EXHIBIT "A"

Measurement, Counting and Quality Procedures





REDACTED



REDACTED

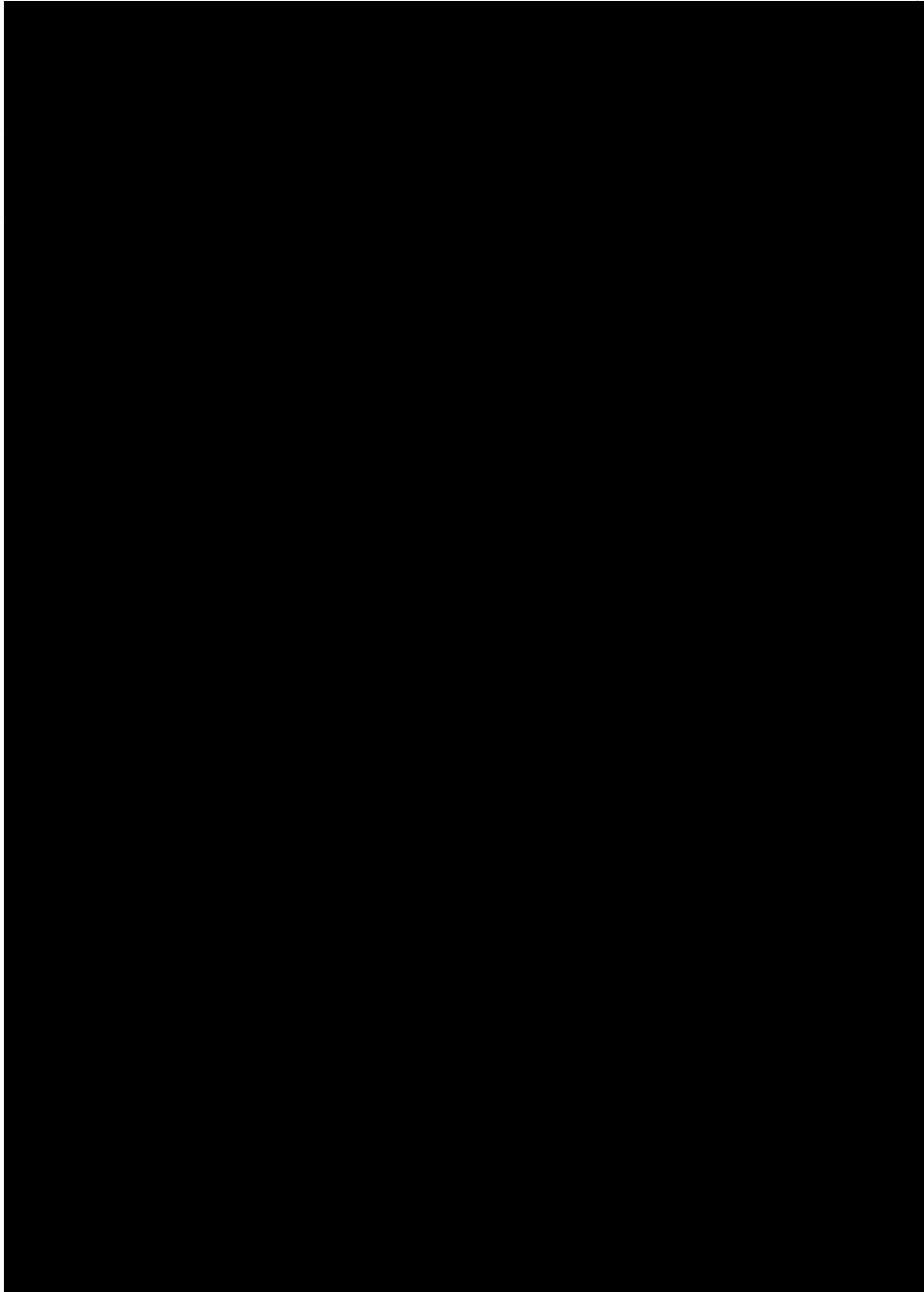
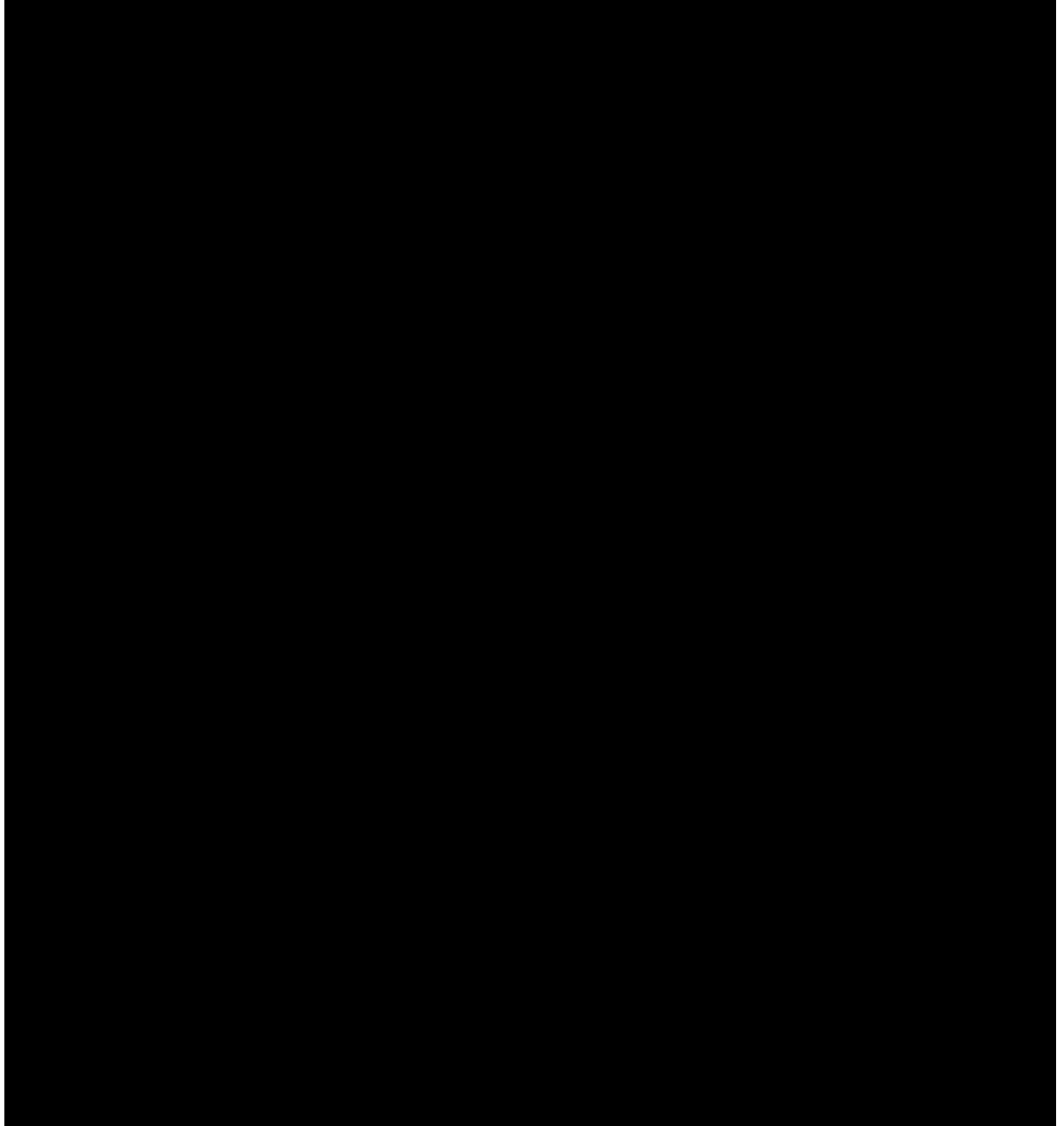
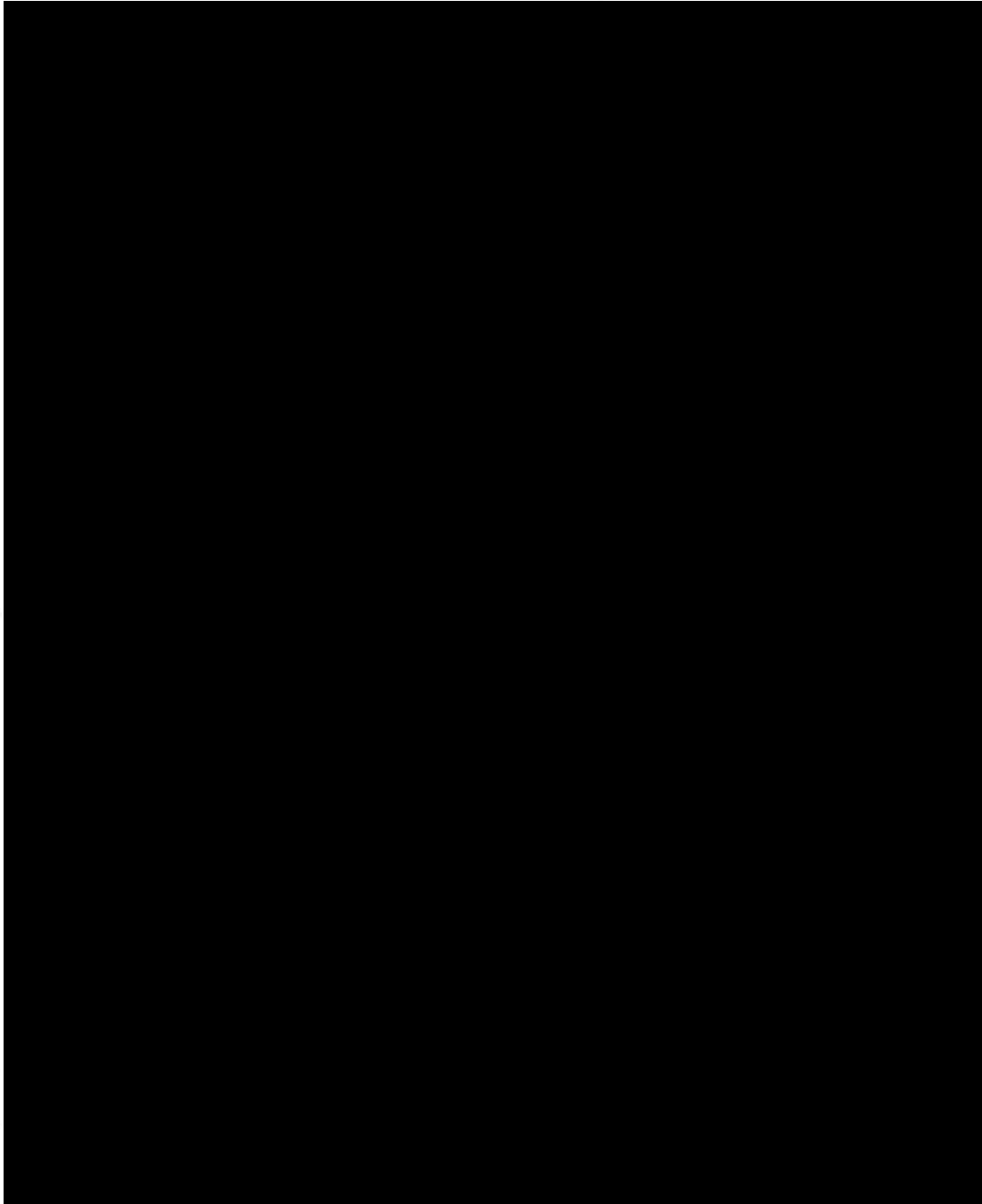


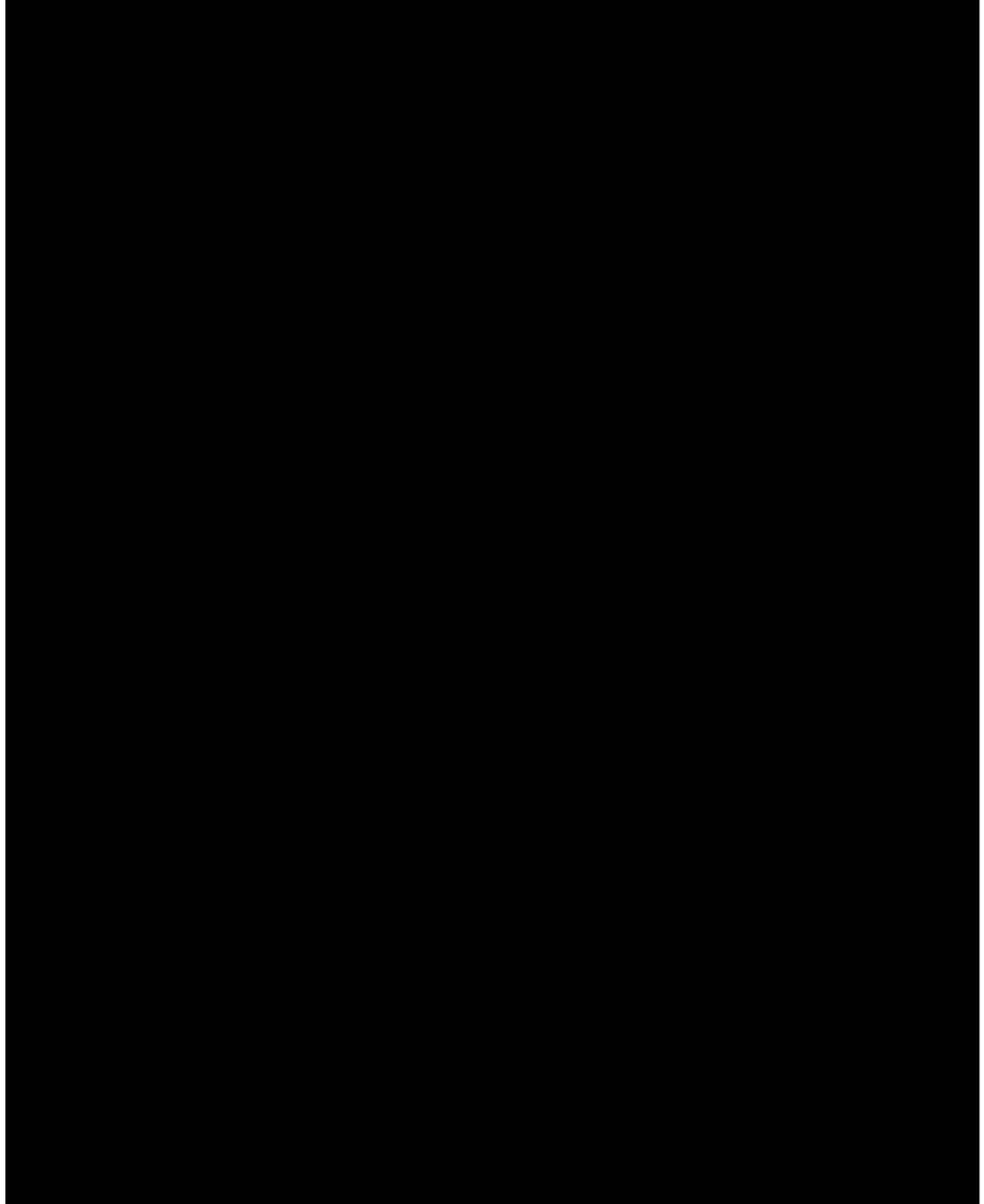
EXHIBIT "B"

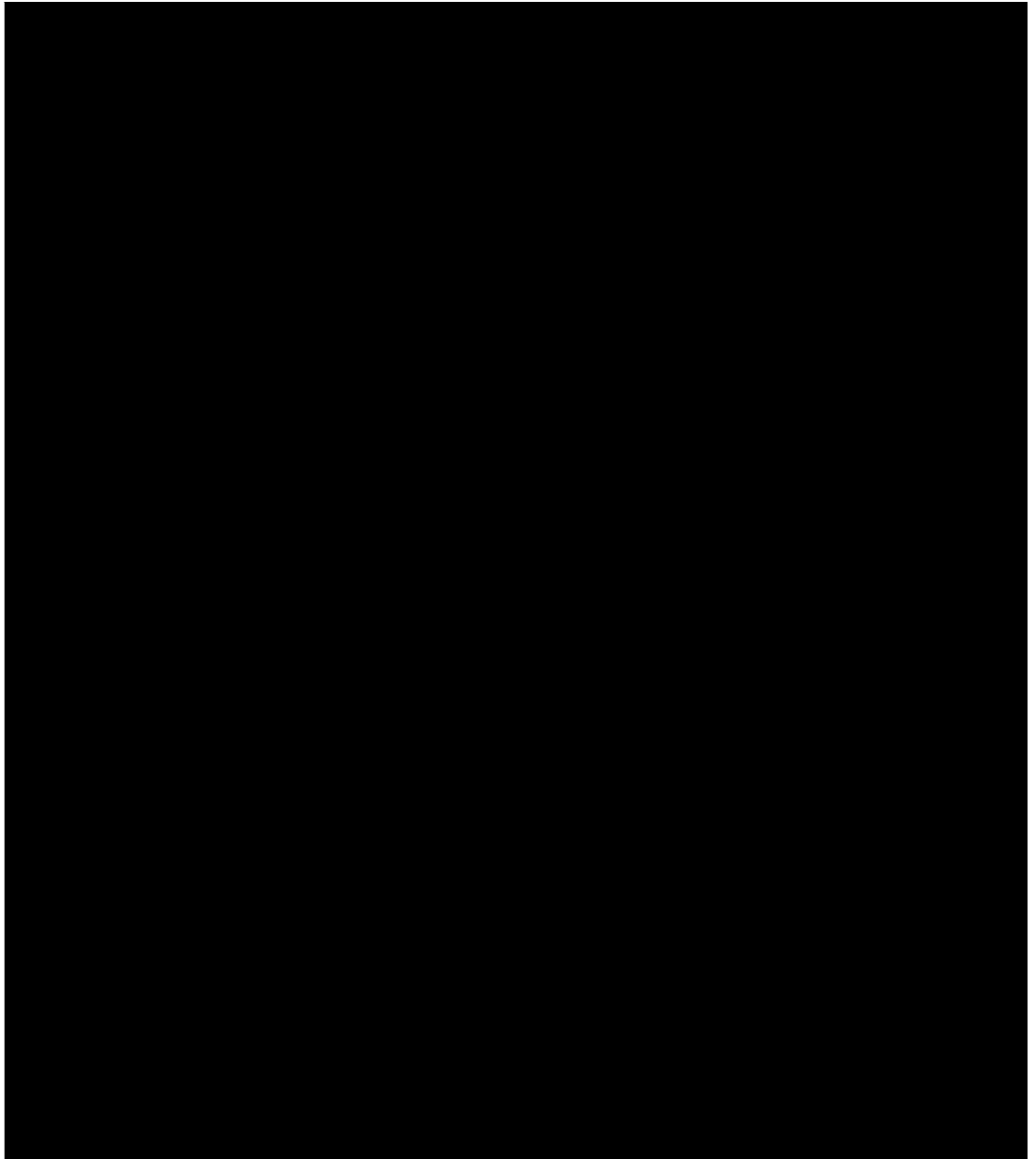
Material Safety Data Sheet

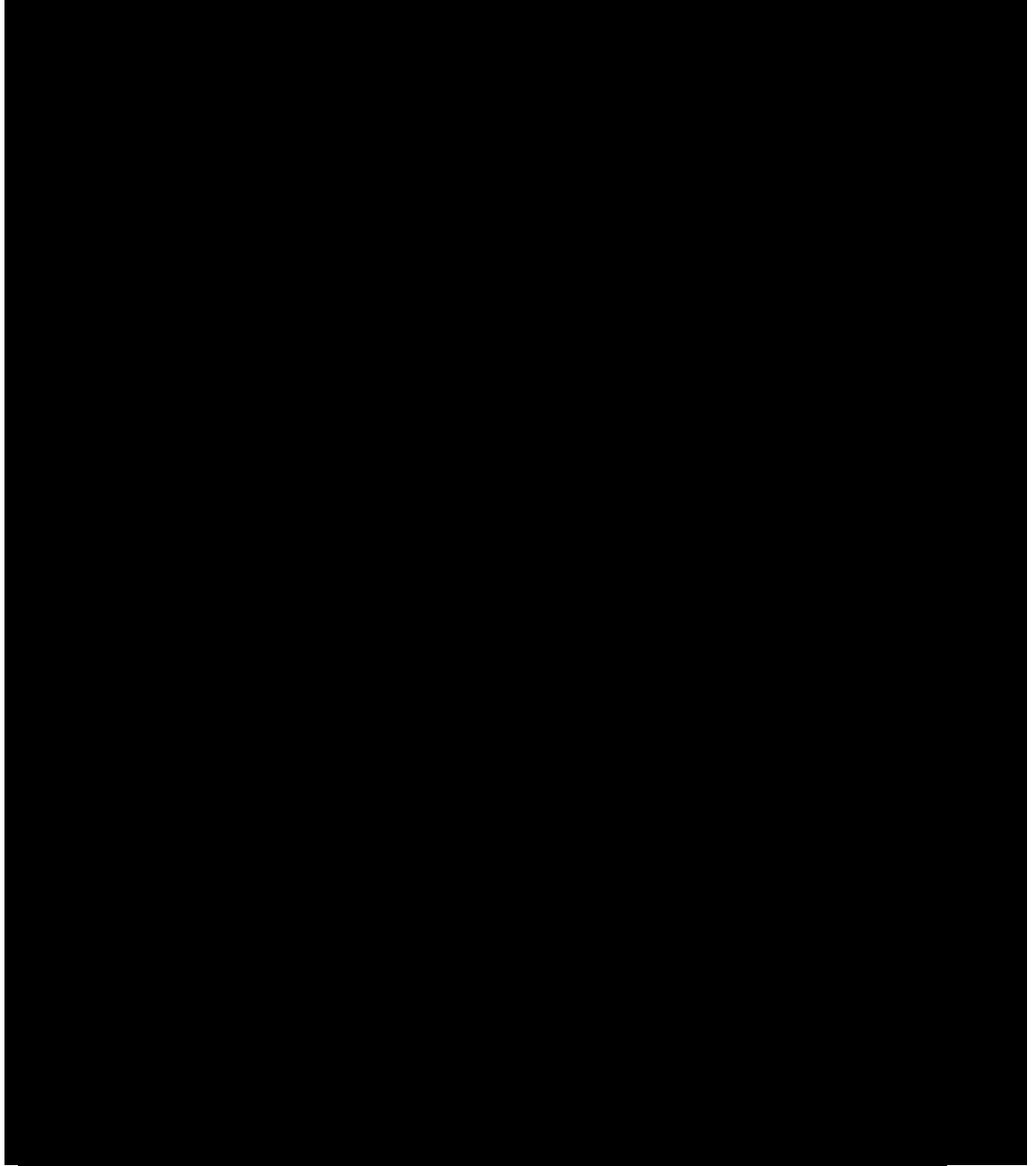


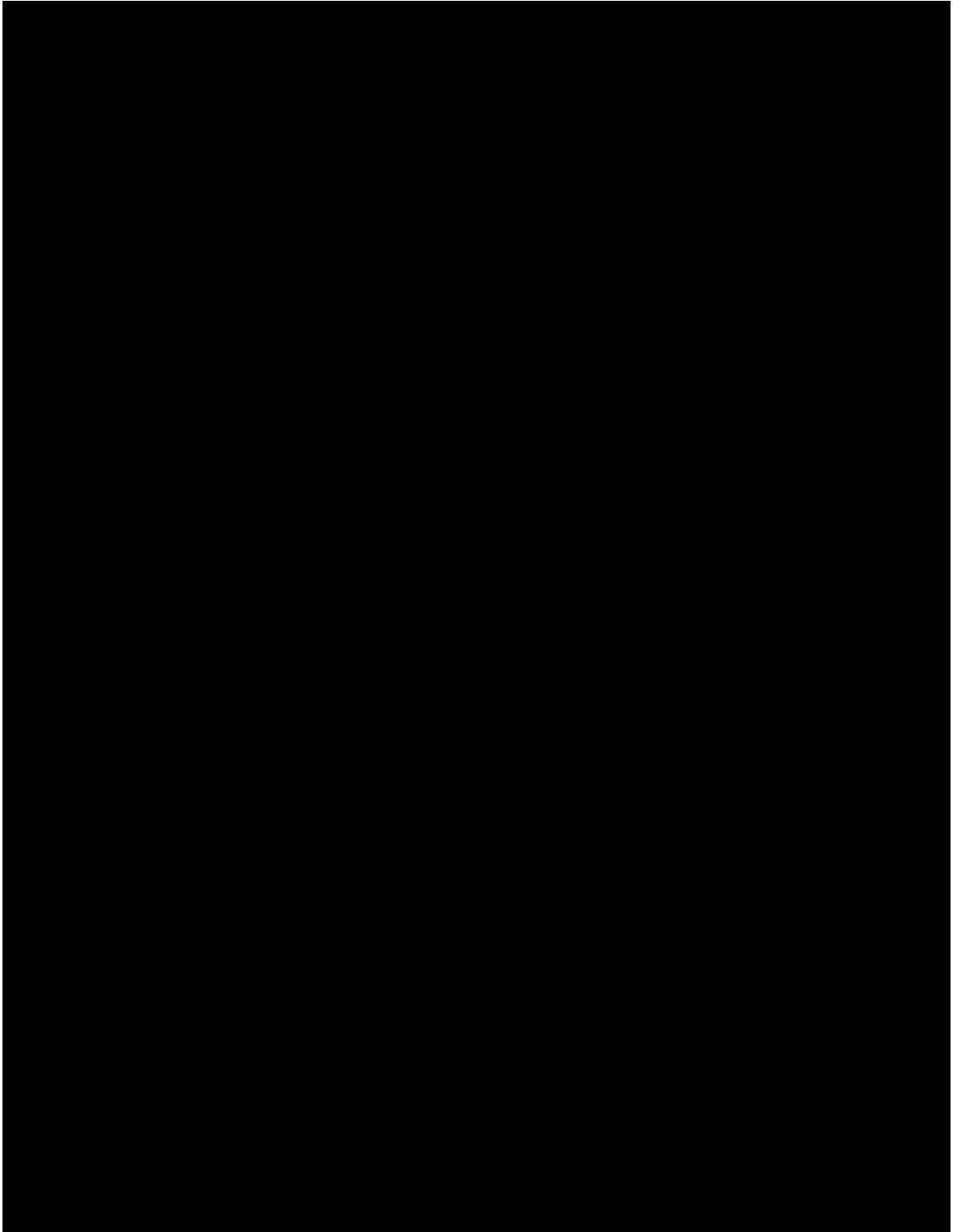


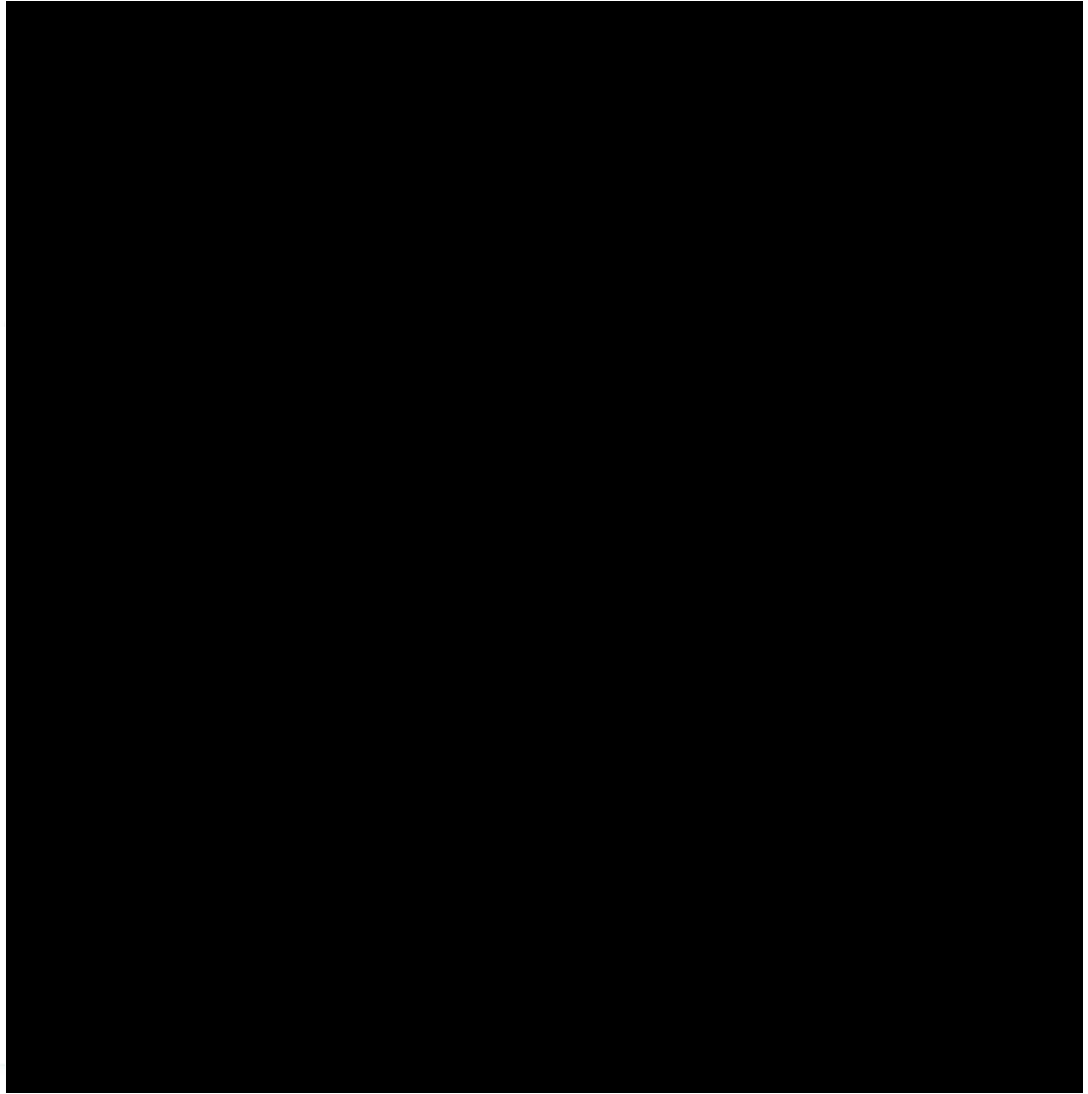
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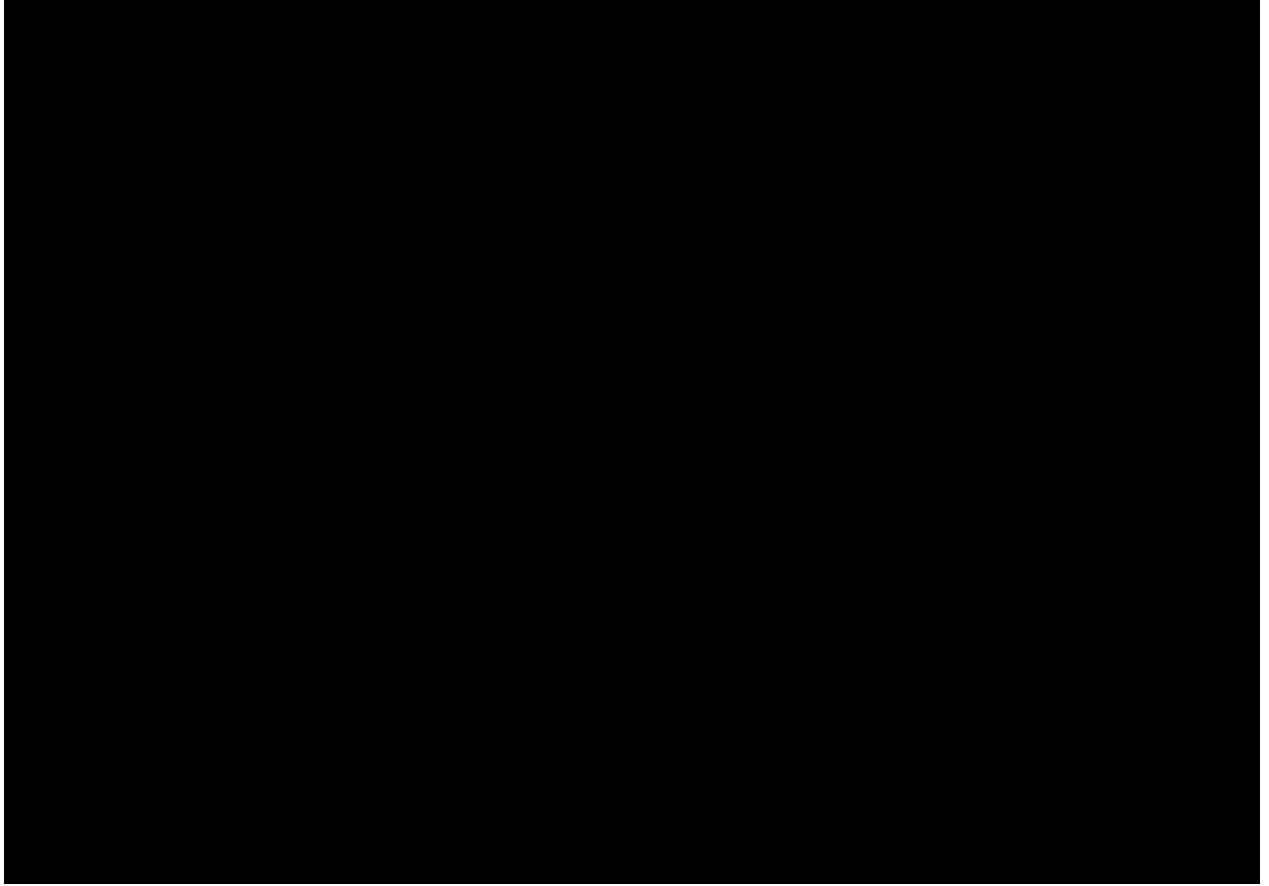




Page 7 sur 7

EXHIBIT "C"

Transportation Price



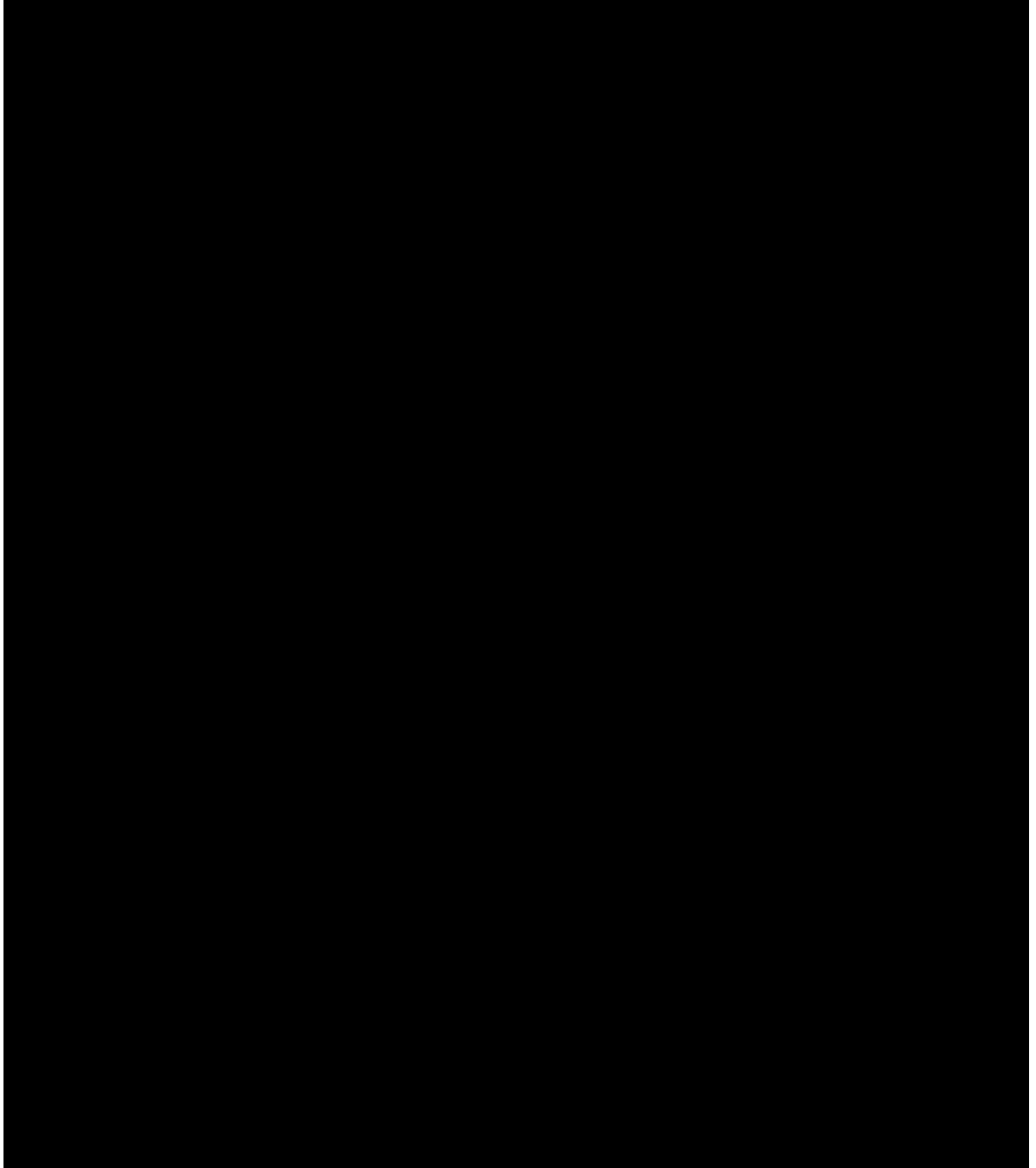


EXHIBIT "D"

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.


Contrat de vente de GNL à Narragansett Electric Company


Rapport d'audit final


2023-04-11


Créé le :	2023-04-11
De :	Mélissa Joly (melissa.joly@energir.com)
État :	Signés
ID de transaction :	CBJCHBCAABAjAKIa-EYpC9d90kKLyReXR1m8tePQvDQ


Historique « Contrat de vente de GNL à Narragansett Electric Company »


-  Document créé par Mélissa Joly (melissa.joly@energir.com)
 2023-04-11 - 17:37:28 GMT


-  Document envoyé par courrier électronique à Julie Sauriol (julie.sauriol@energir.com) pour approbation
 2023-04-11 - 17:39:09 GMT


-  Courriel électronique consulté par Julie Sauriol (julie.sauriol@energir.com)
 2023-04-11 - 17:39:37 GMT


-  Document approuvé par Julie Sauriol (julie.sauriol@energir.com)
 Date d'approbation : 2023-04-11 - 17:42:37 GMT - Source de l'heure : serveur

-  Document envoyé par courrier électronique à Étienne Champagne (etienne.champagne@energir.com) pour signature
 2023-04-11 - 17:42:40 GMT

-  Courriel électronique consulté par Étienne Champagne (etienne.champagne@energir.com)
 2023-04-11 - 17:47:30 GMT


-  Document signé électroniquement par Étienne Champagne (etienne.champagne@energir.com)
 Date de signature : 2023-04-11 - 17:52:49 GMT - Source de l'heure : serveur

-  Document envoyé par courrier électronique à Denise Dériger (denise.deriger@energir.com) pour signature
 2023-04-11 - 17:52:52 GMT

-  Courriel électronique consulté par Denise Dériger (denise.deriger@energir.com)
 2023-04-11 - 18:59:41 GMT

 Document signé électroniquement par Denise Dériger (denise.deriger@energir.com)

Date de signature : 2023-04-11 - 18:59:53 GMT - Source de l'heure : serveur

 Accord terminé

2023-04-11 - 18:59:53 GMT

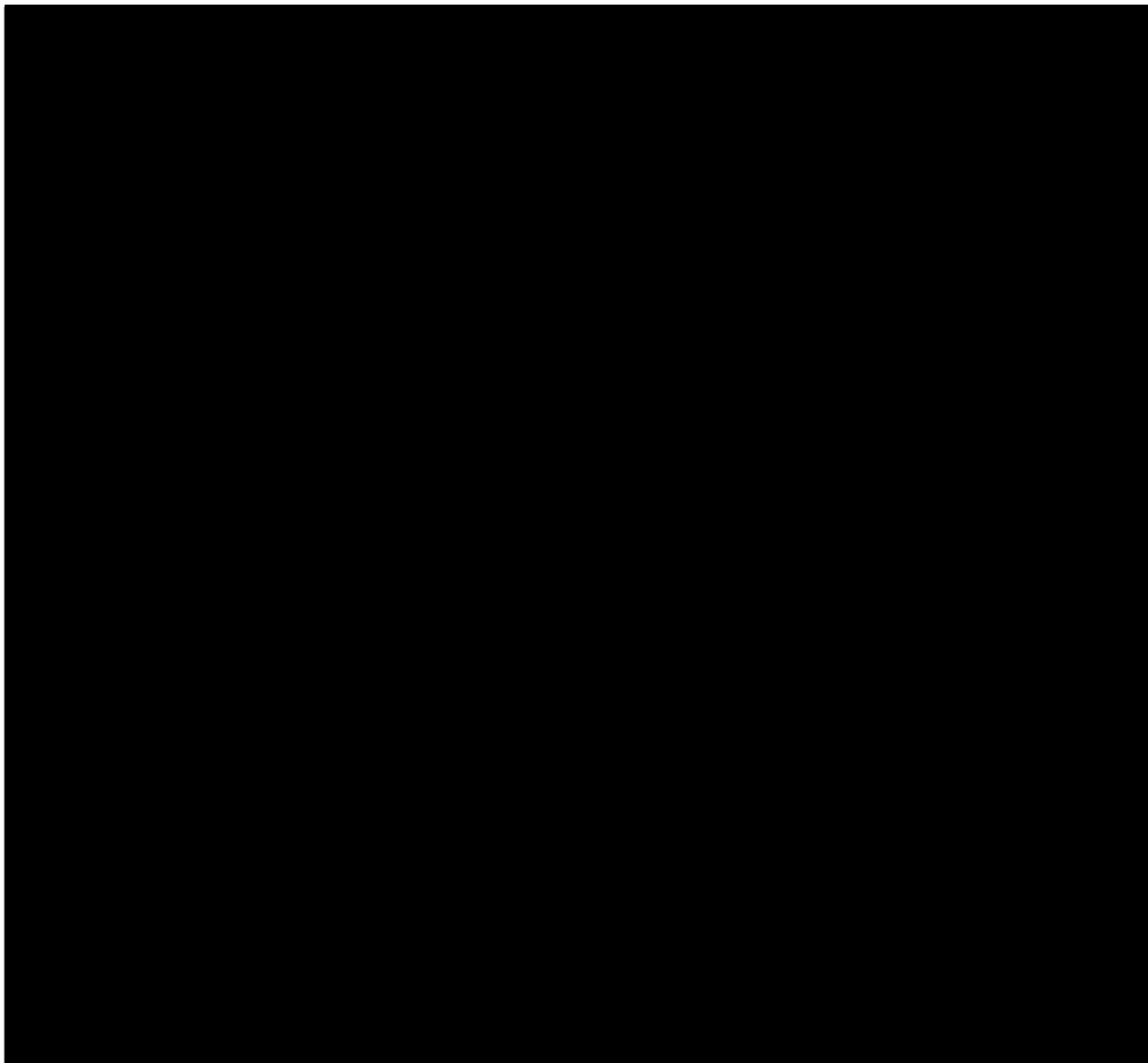
Les noms et les adresses e-mail sont saisis dans le service Acrobat Sign par les utilisateurs Acrobat Sign et ne sont pas vérifiés, sauf indication contraire.

Contract ID # 4864

T00008422

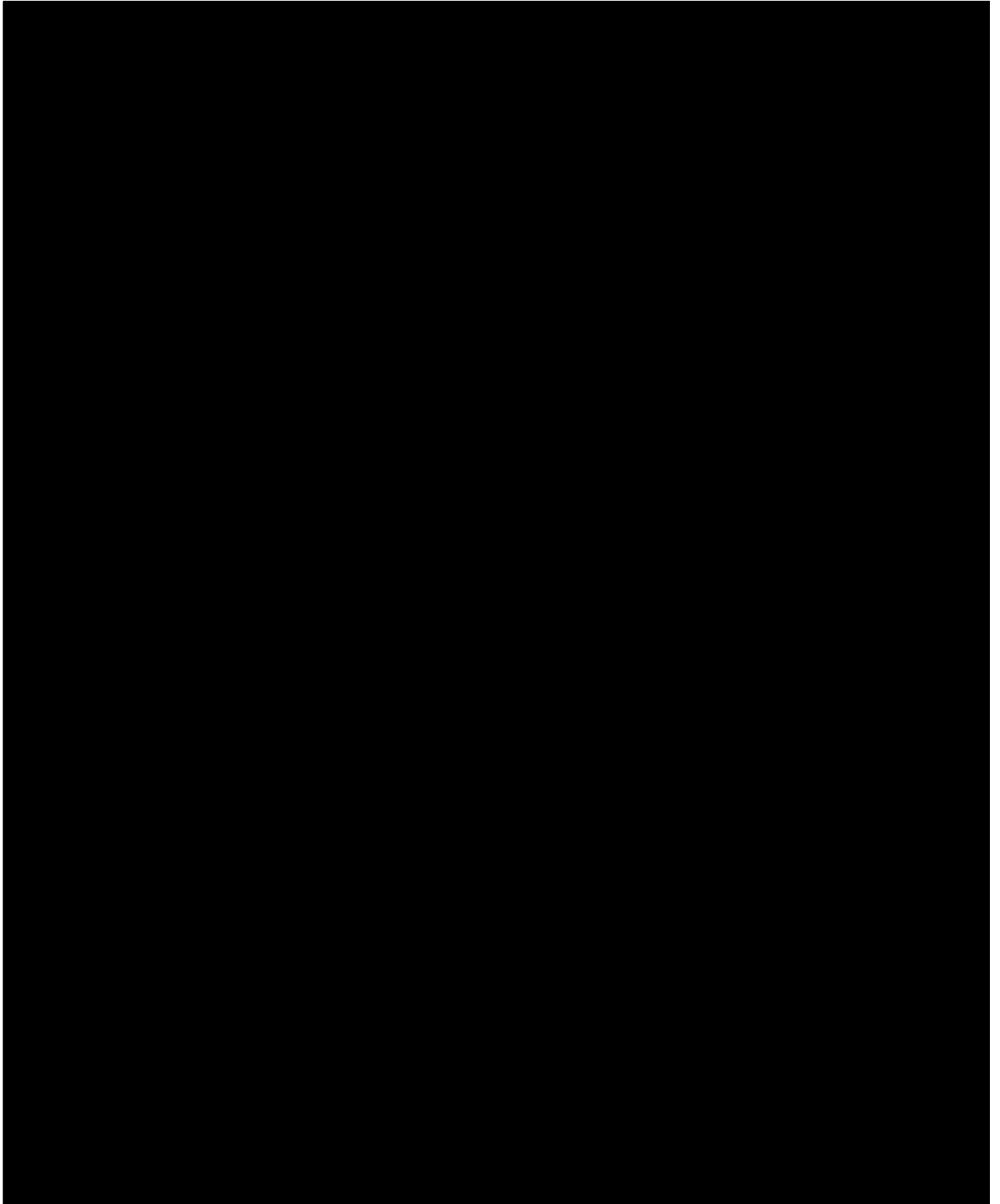
Equipment Rental and Support Services Agreement

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".



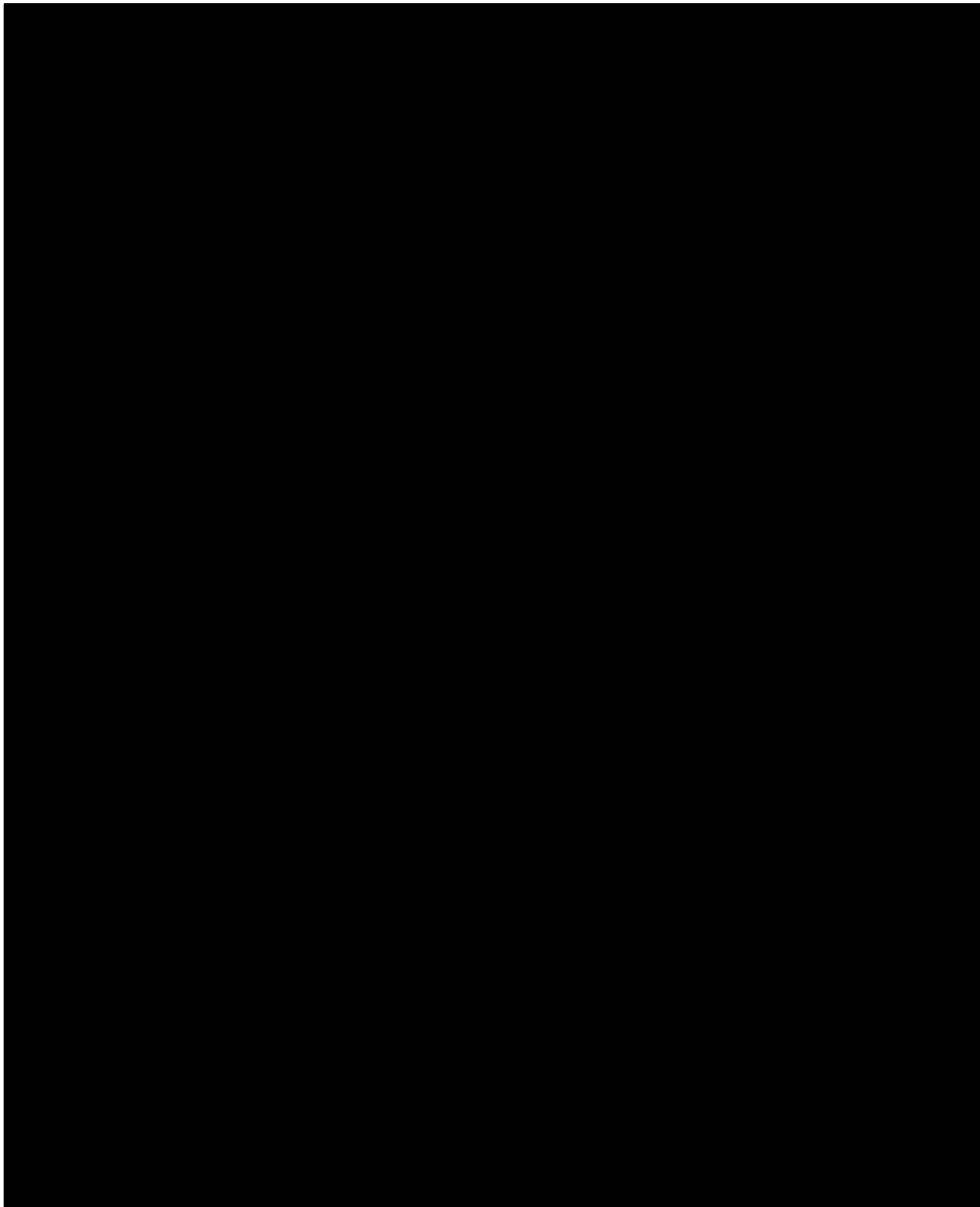
4864

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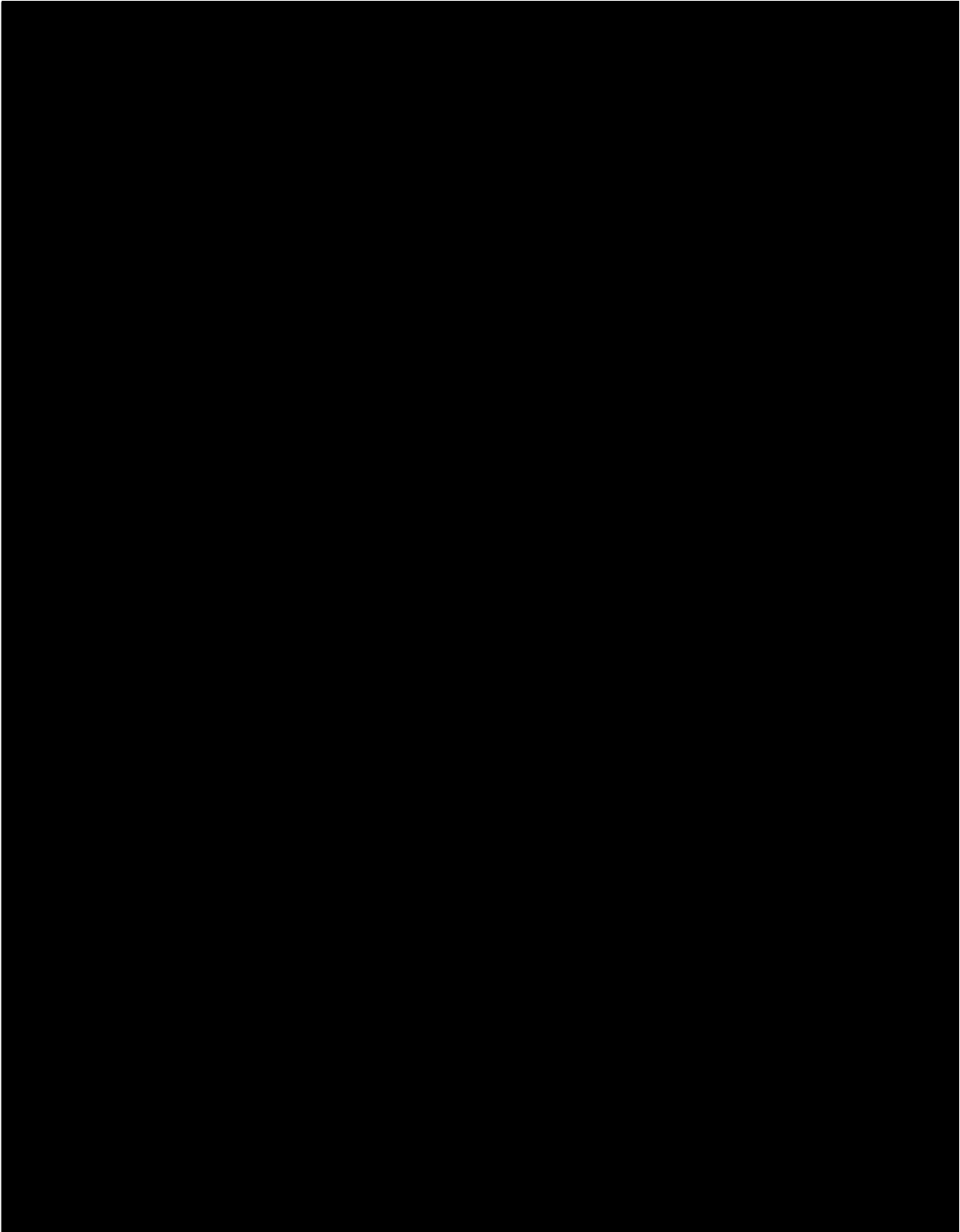
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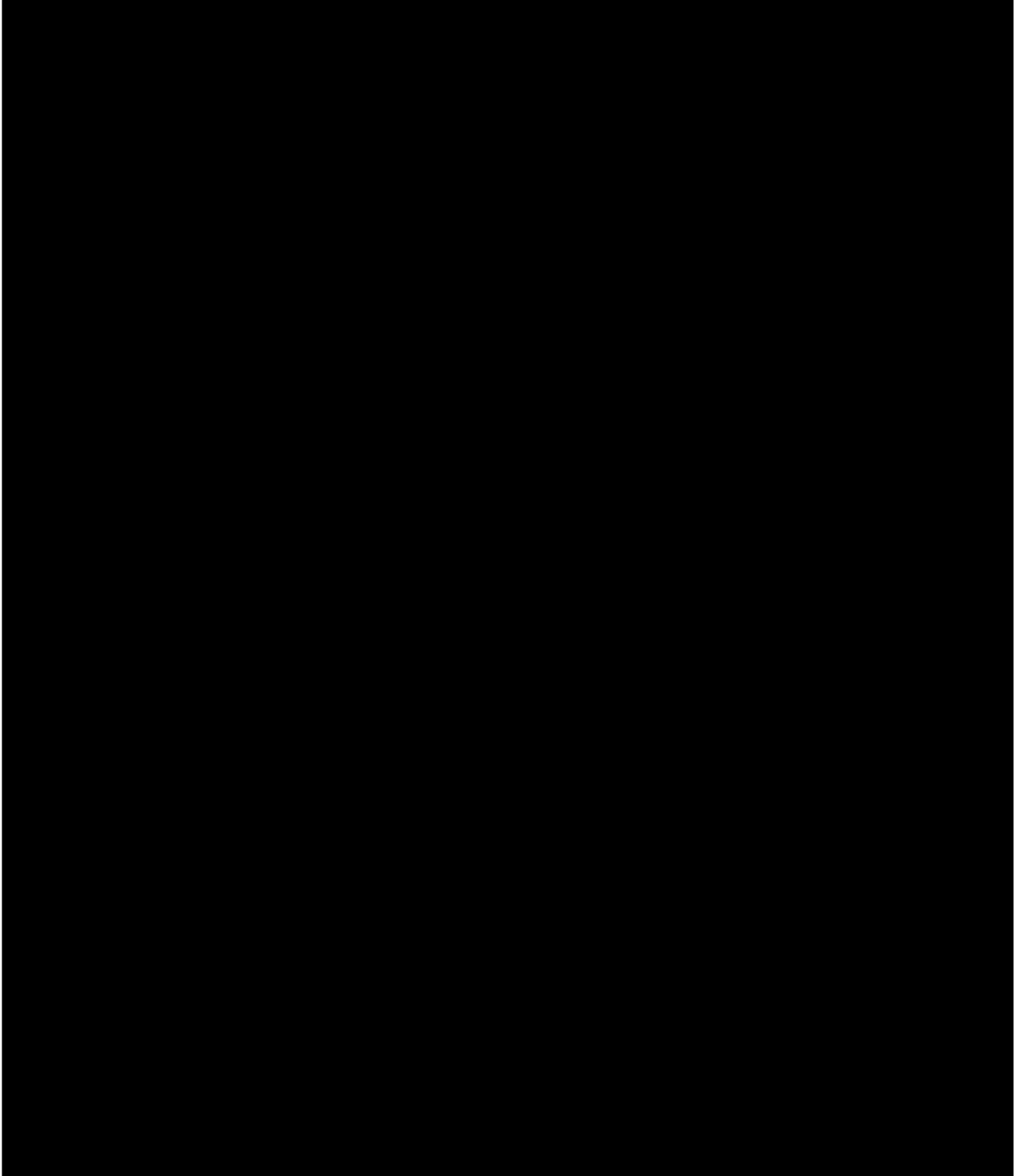


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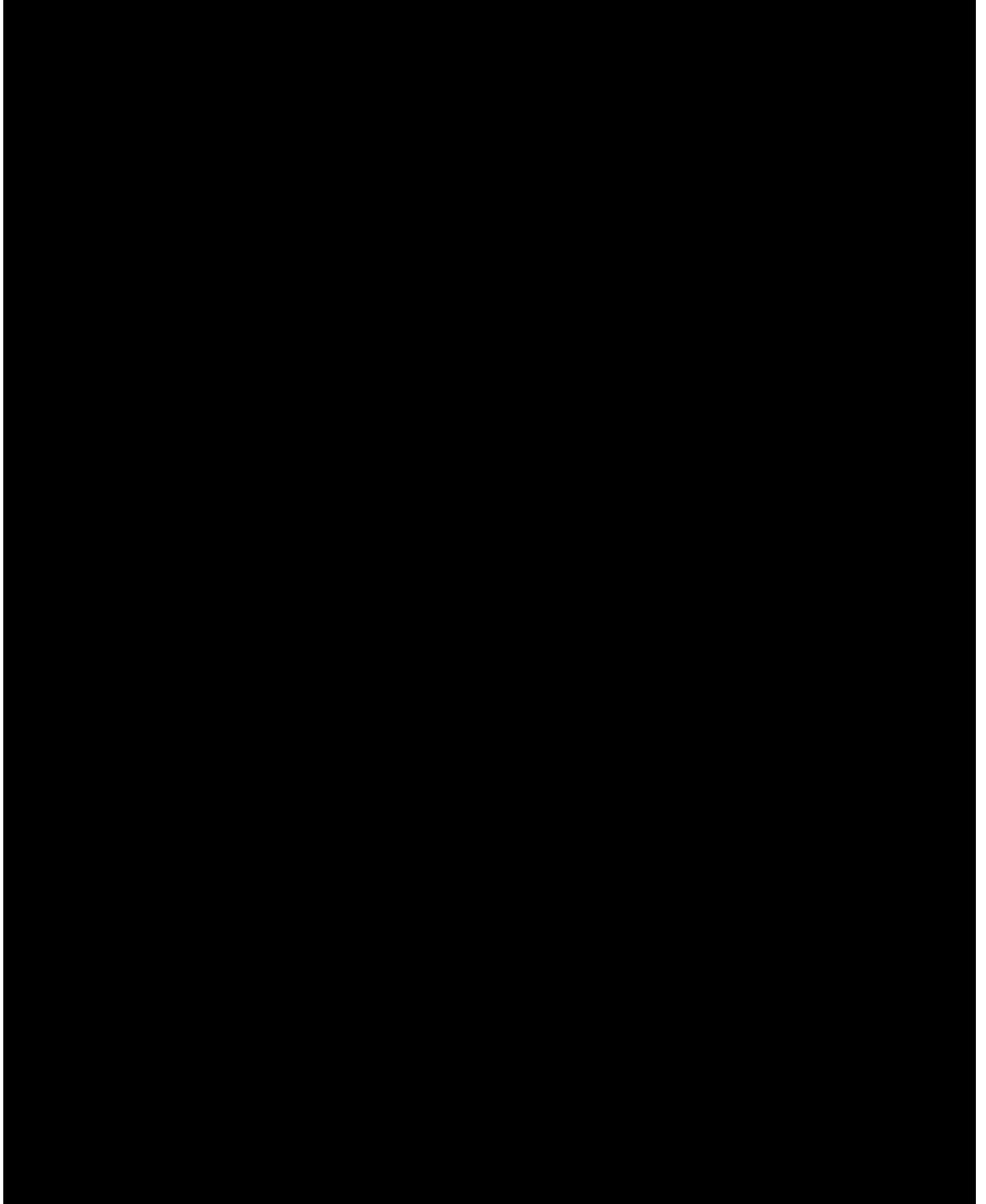
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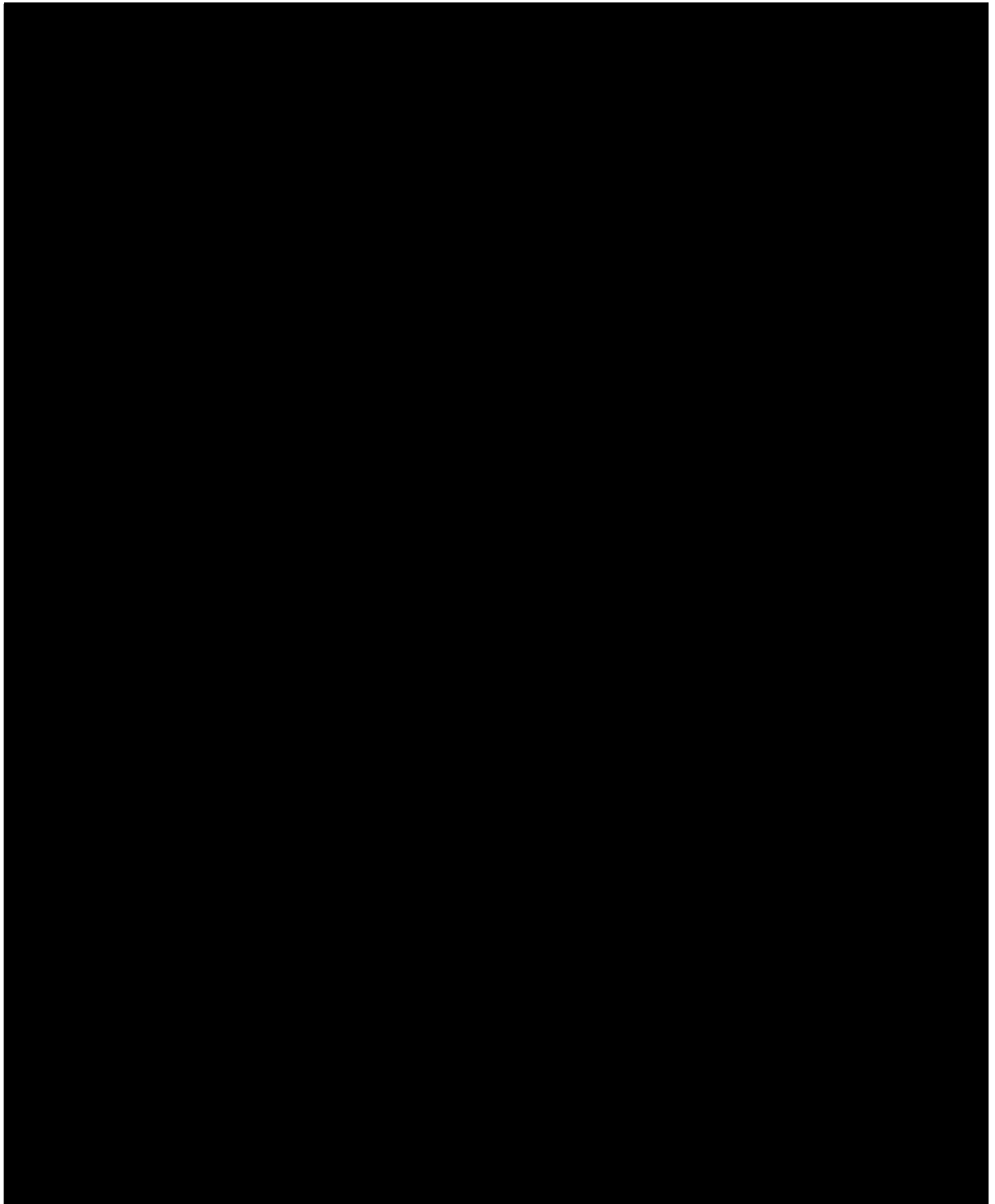
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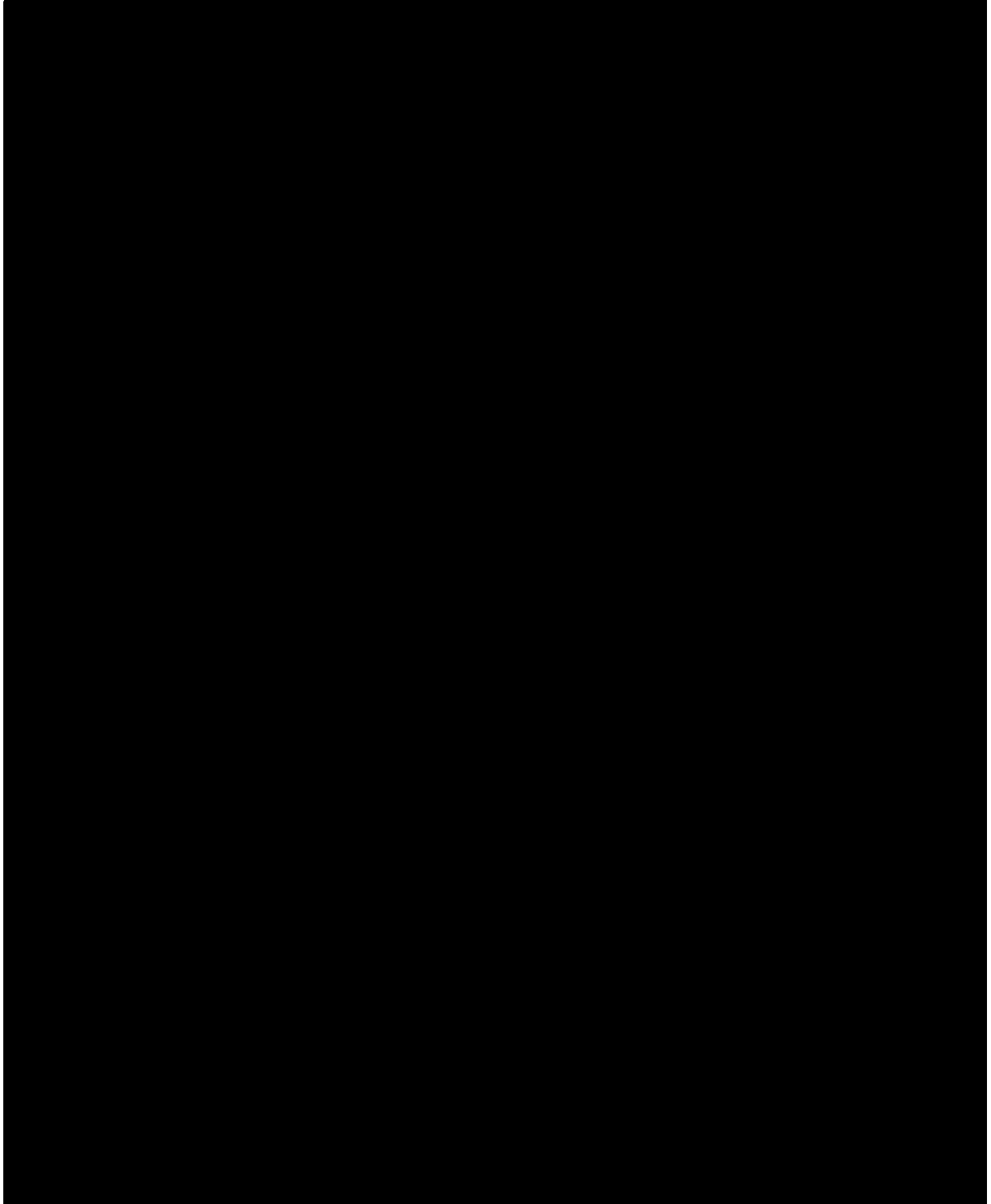


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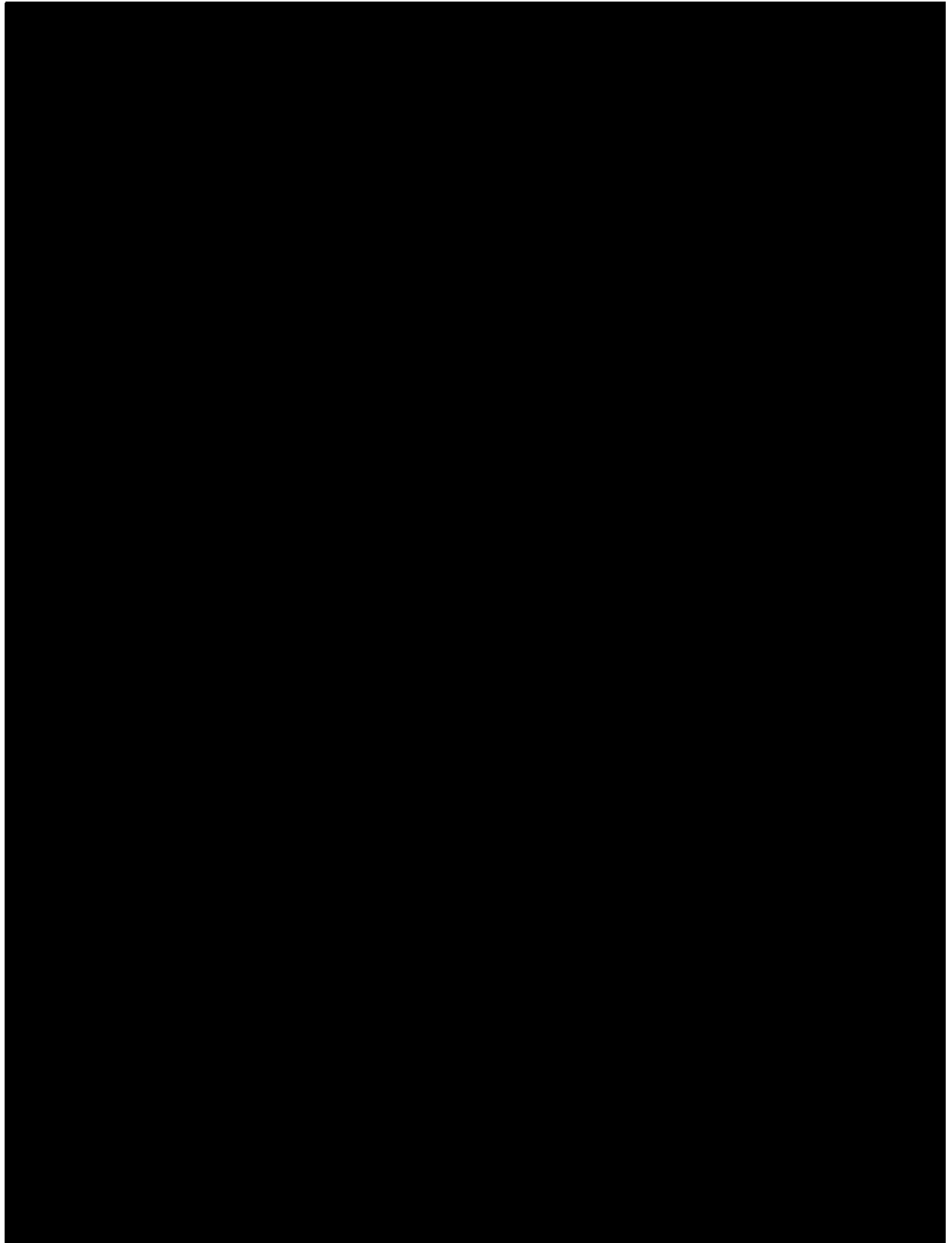
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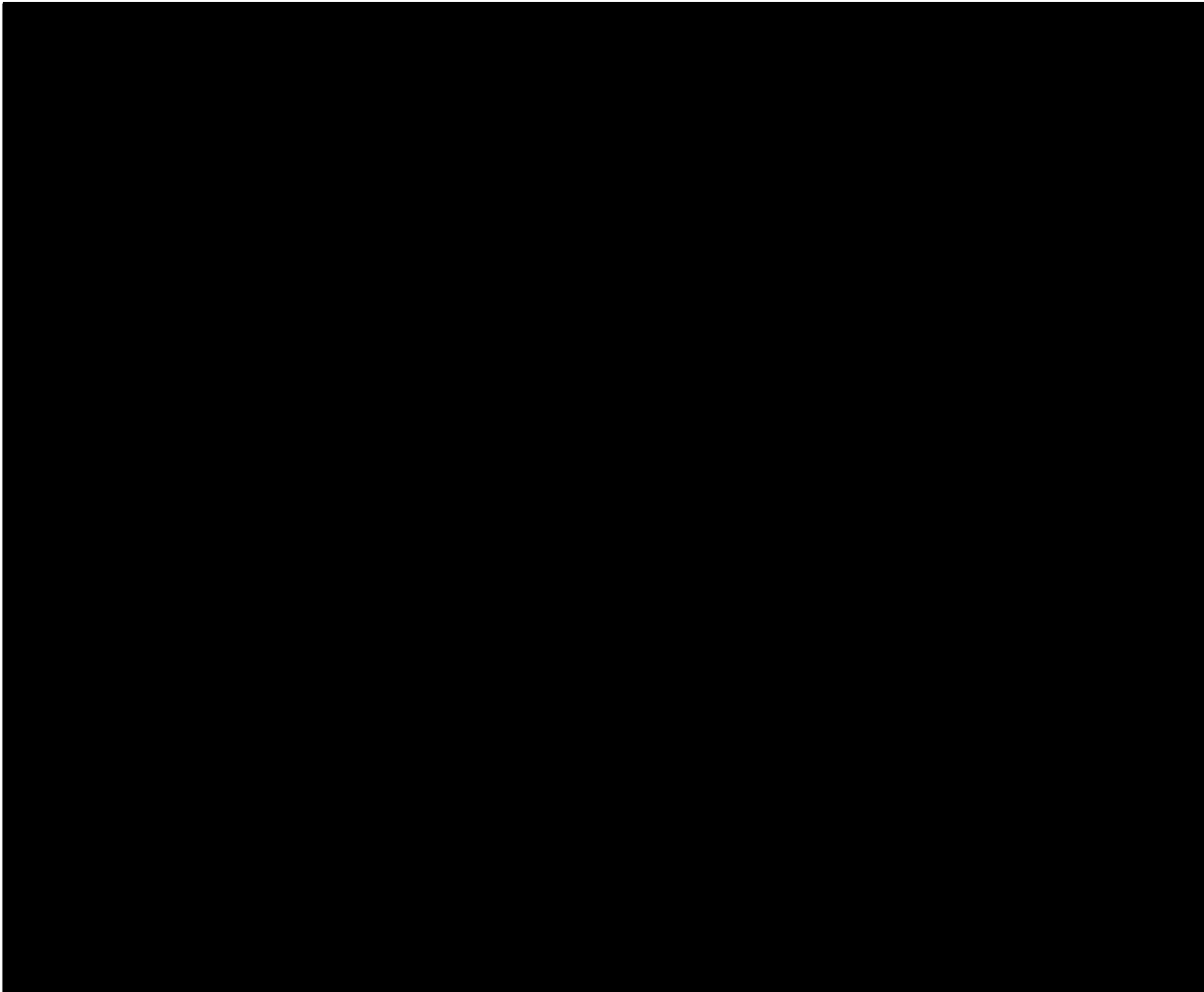


Ⓢ

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118



The Narragansett Electric Company
d/b/a National Grid

By: [Signature] *CEA*
Name: John V. Vaughn *07*
Title: Authorized Signatory

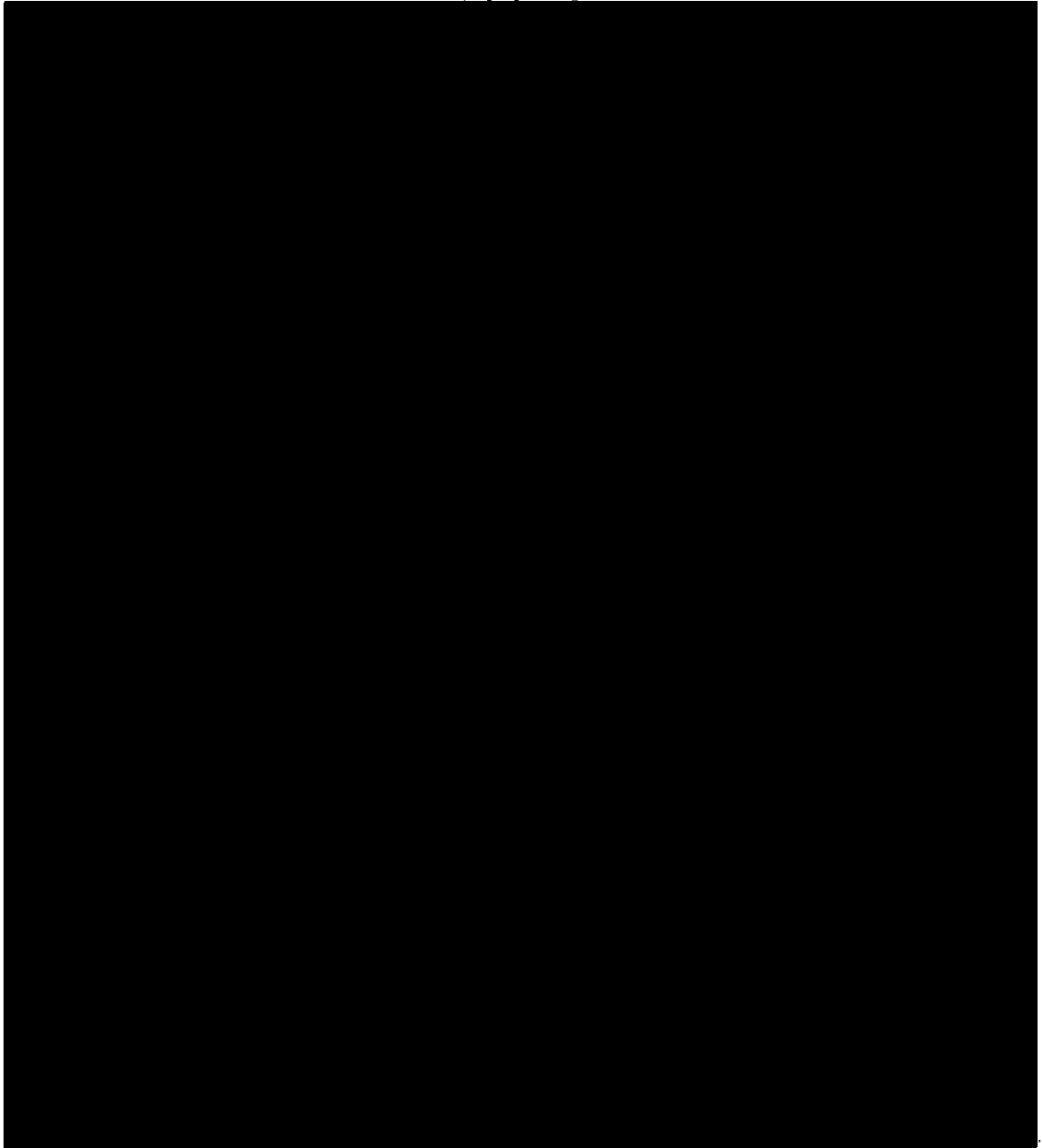
Prometheus Energy Group, Inc.

By: [Signature]
Name: Jim Aivalis
Title: CEO & President

Exhibit A

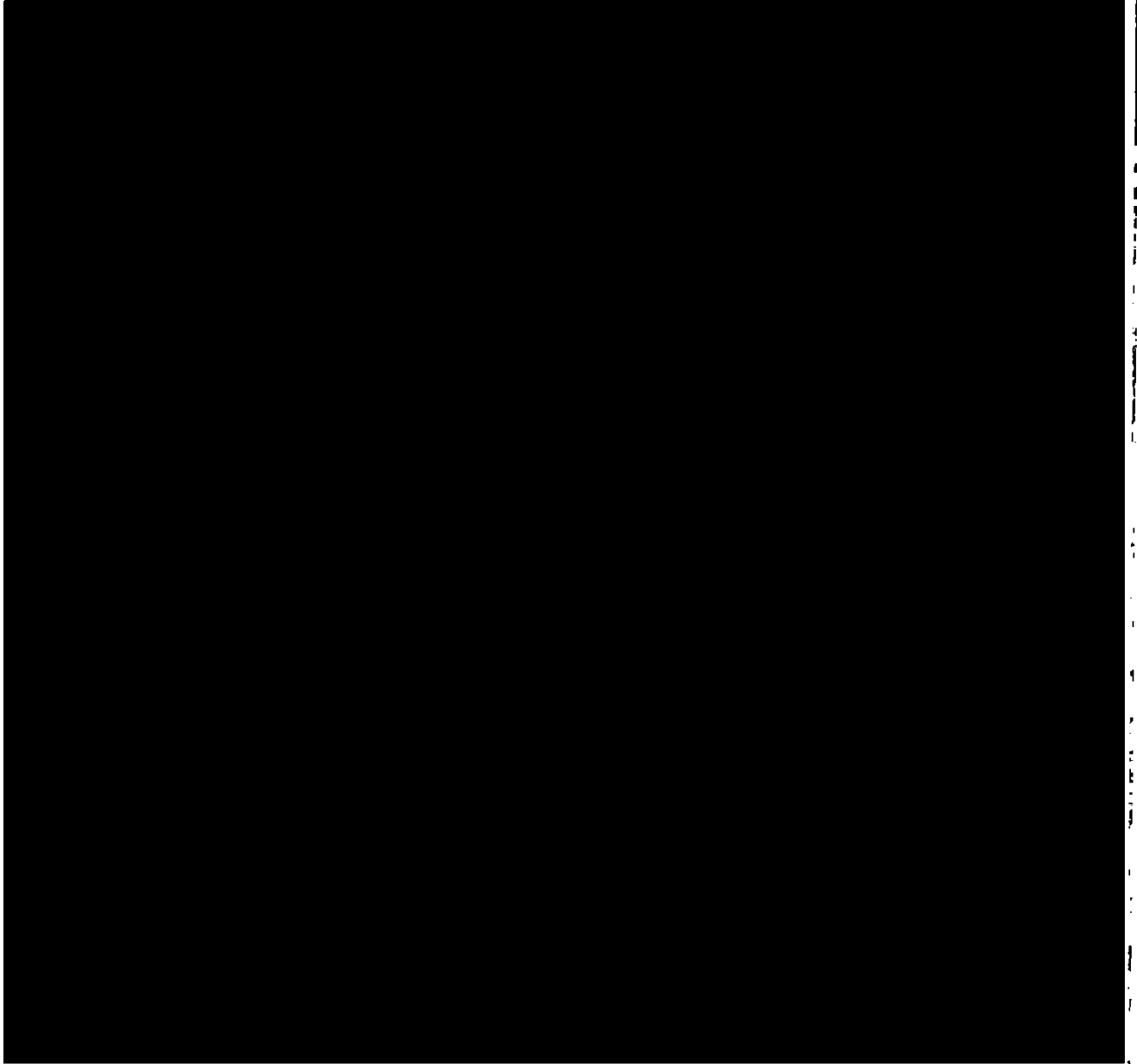
Equipment

Equipment



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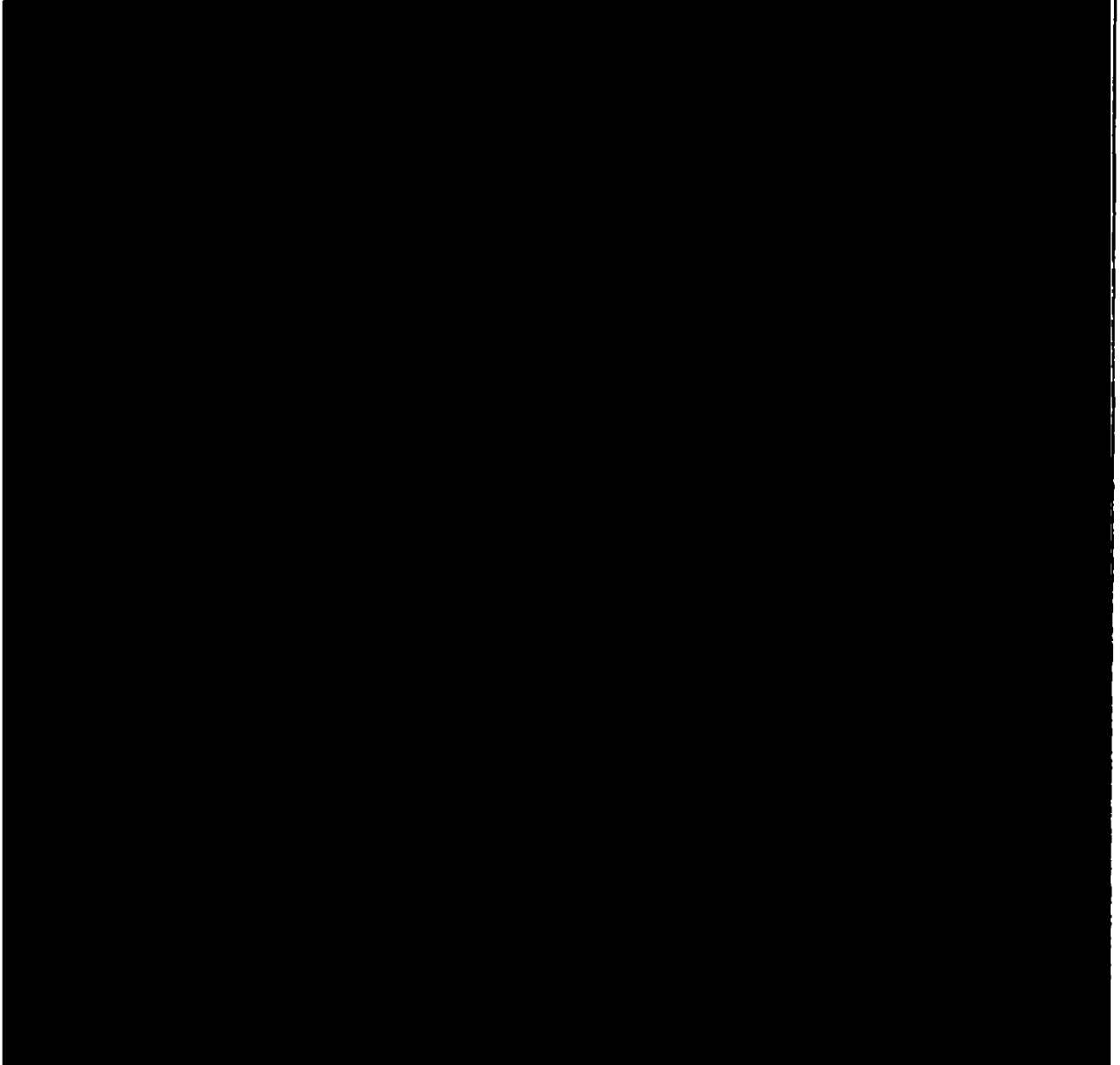


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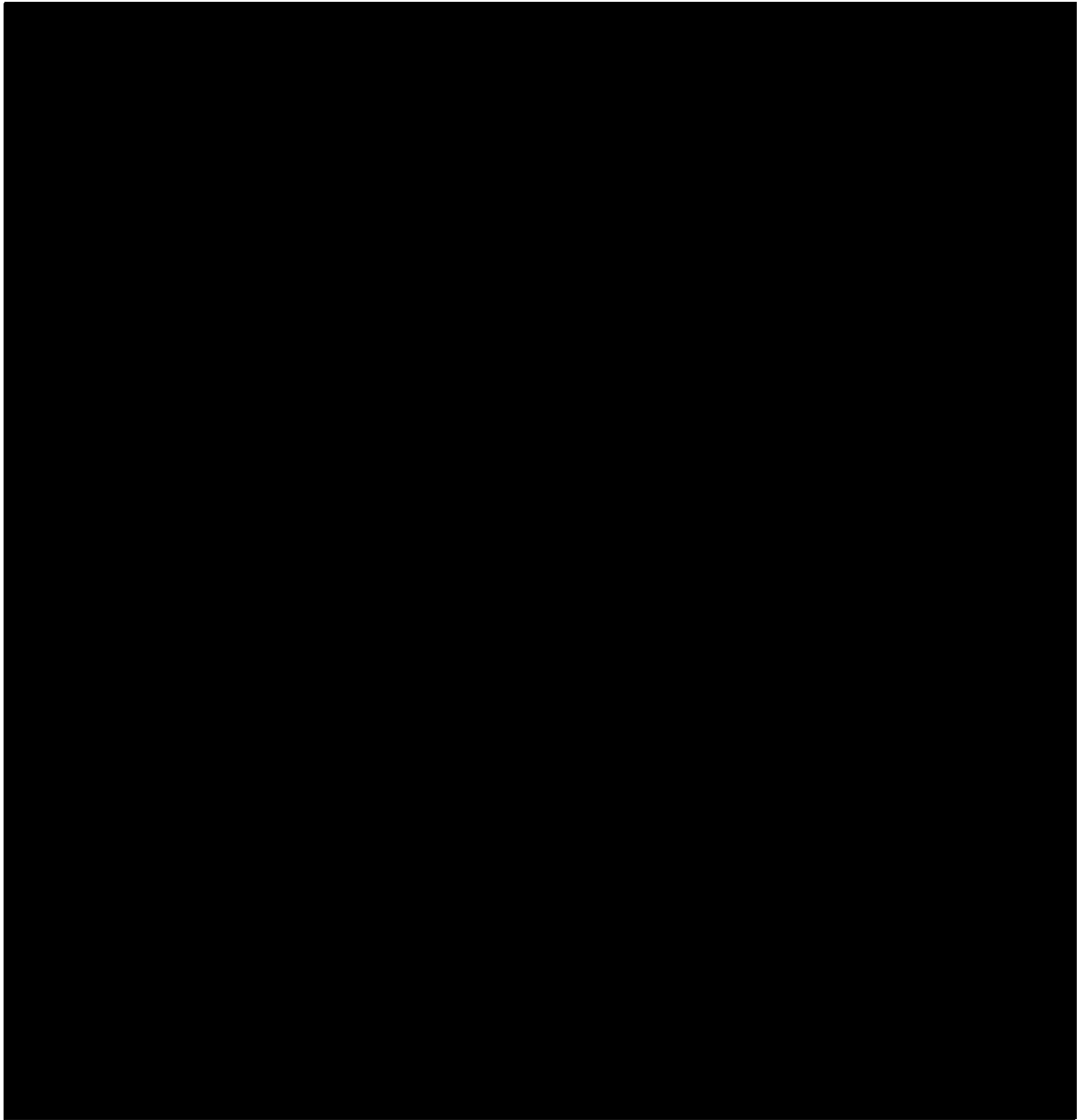
Exhibit B

Pricing



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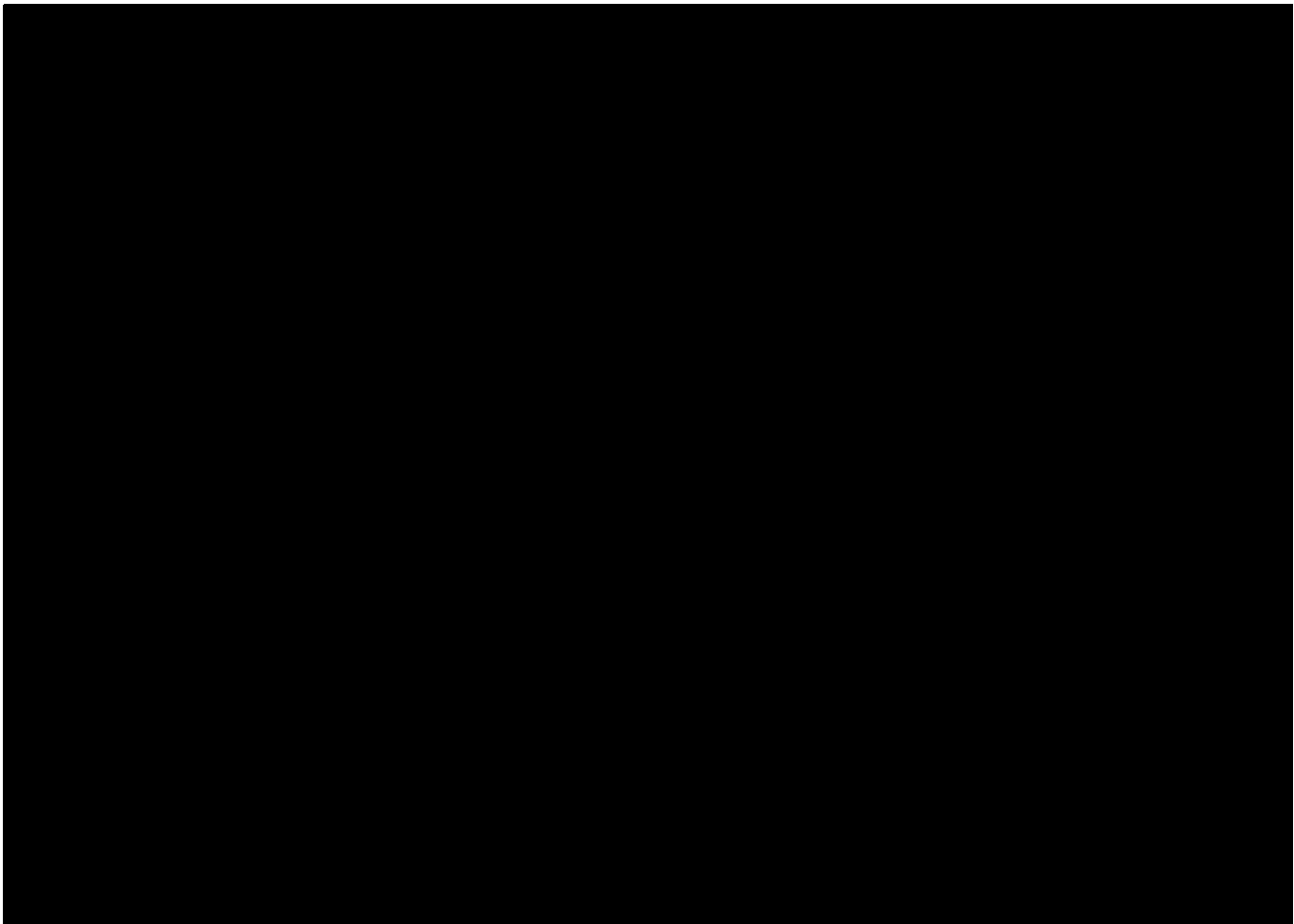
**FIRST AMENDMENT TO
EQUIPMENT RENTAL AND SUPPORT SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of April 10, 2020 (the "Effective Date"), is made to that certain Equipment Rental and Support Services Agreement entered into by and between Prometheus Energy Group Inc. ("Prometheus") and The Narragansett Electric Company d/b/a National Grid ("Customer"), dated September 12, 2018 ("Agreement"). Capitalized terms used herein but not defined, shall have the meanings as set forth in the Agreement.

WHEREAS, Customer desires to extend the Term of the Agreement as provided in this Amendment;

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

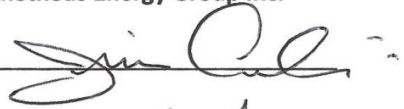
NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Agreement as follows:



②

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 Arvelis

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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AMENDMENT NO. 2

to the

Equipment Rental and Support Services Agreement

Cumberland, RI Location

Effective September 12, 2018

between

The Narragansett Electric Company d/b/a Rhode Island Energy

and

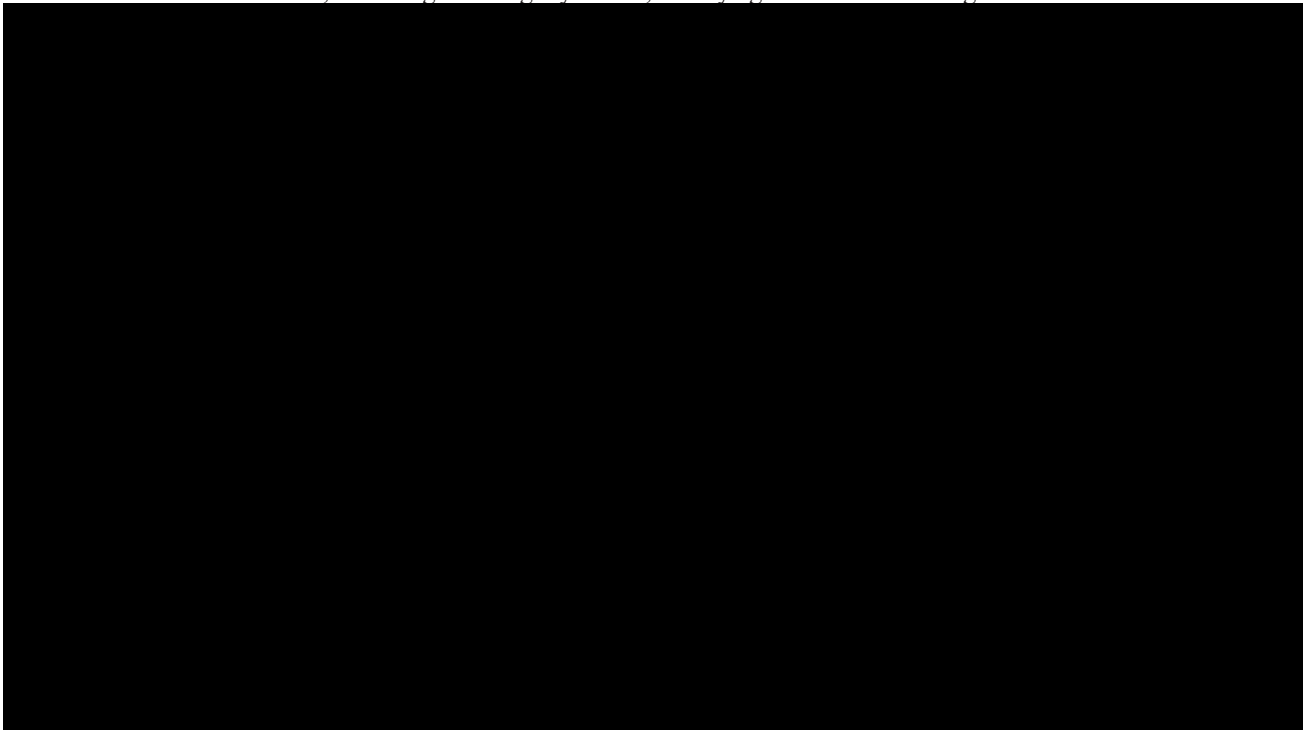
Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.

This Amendment No. 2 (“Amendment”) to the Equipment Rental and Support Services Agreement (“Agreement”) by and between **The Narragansett Electric Company d/b/a Rhode Island Energy** (“Customer”), and **Stabilis GDS, Inc.** (“Stabilis”) and as previously amended on April 10, 2020, is effective October 19, 2022 (the "Effective Date"). Customer and Stabilis are hereinafter sometimes referred to individually as the “Party” or collectively as the “Parties”.

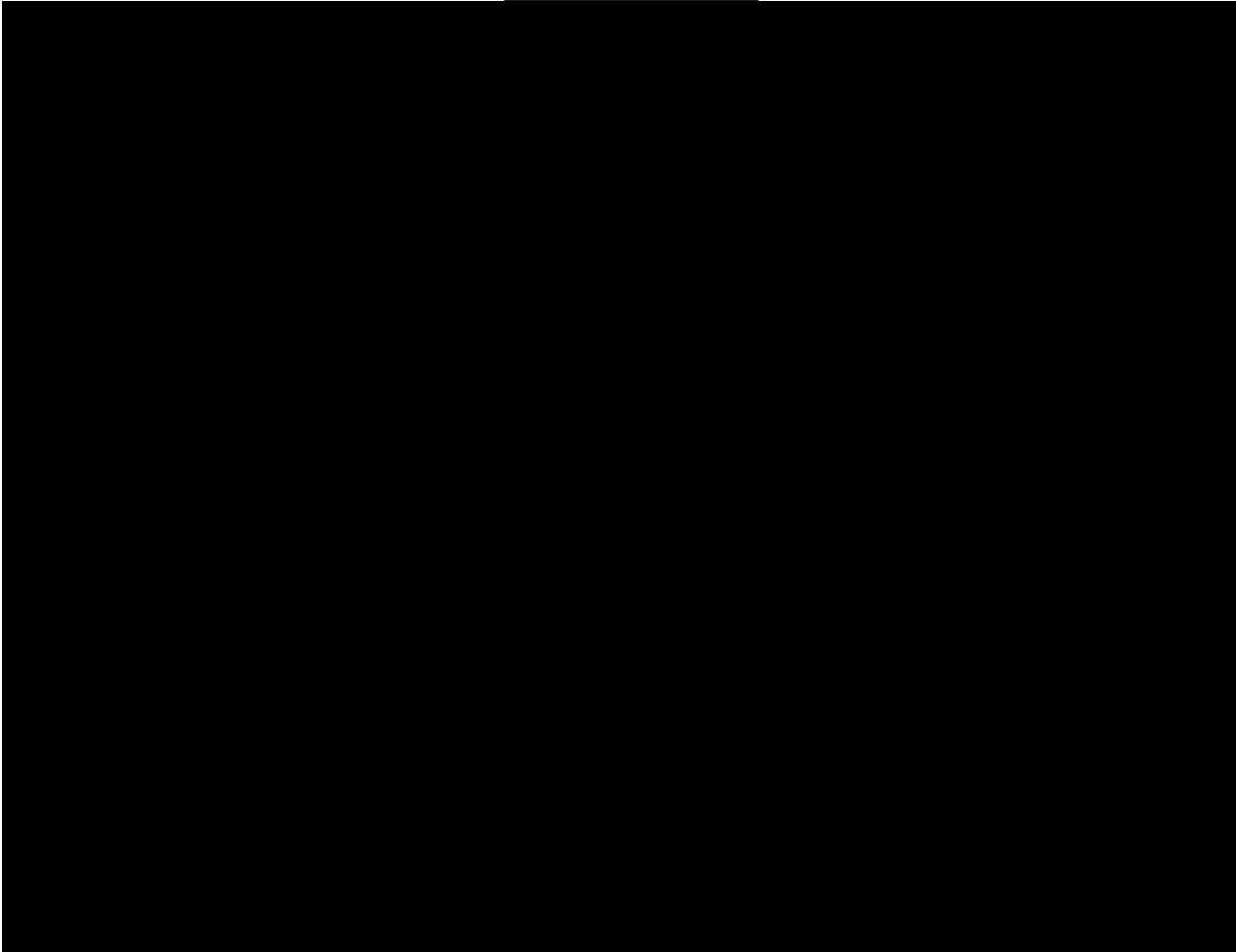
WITNESSETH

WHEREAS, The Parties have previously entered into the Agreement and wish to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stabilis and Customer, intending to be legally bound, hereby agree to amend the Agreement as follows:



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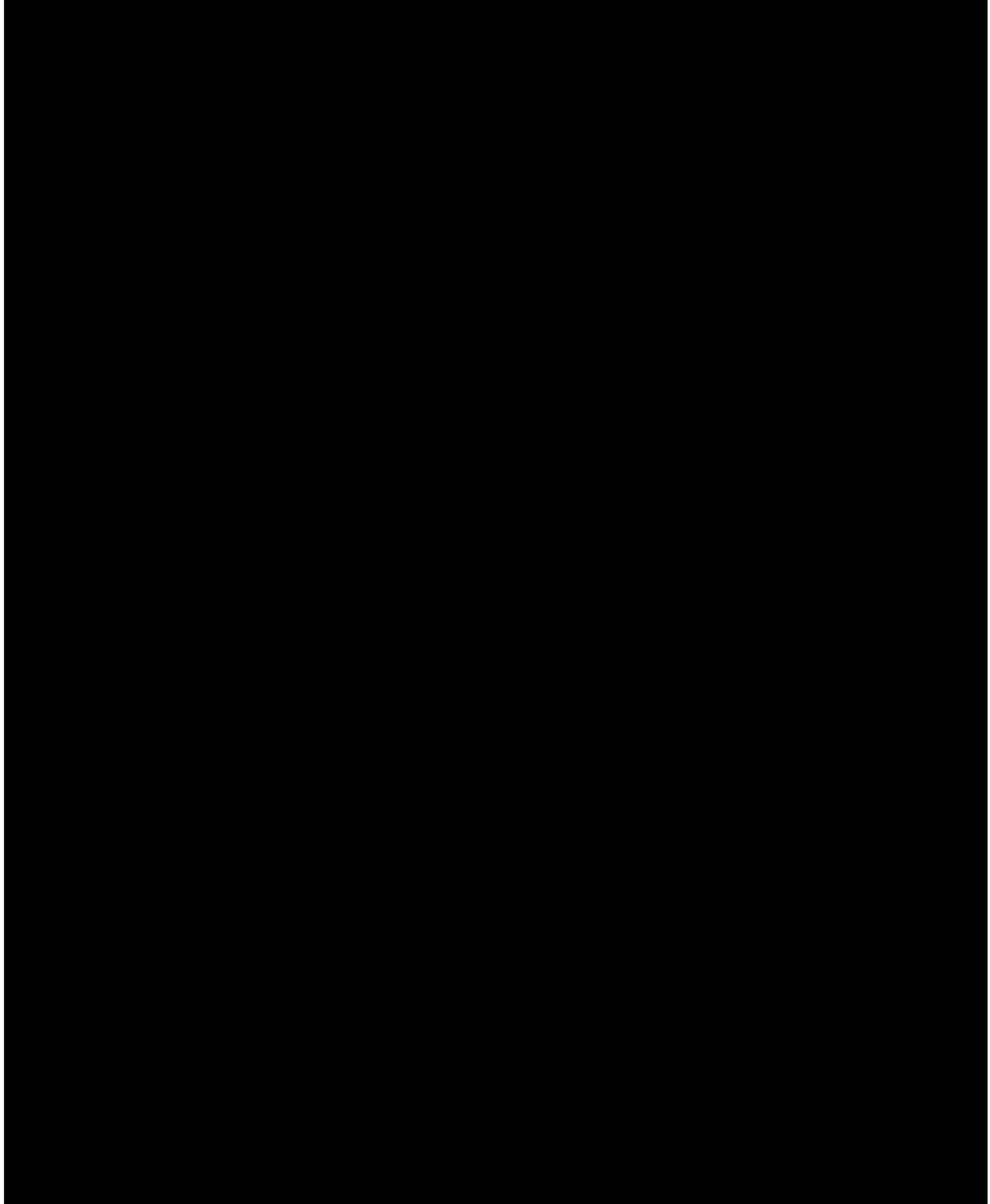


[See following page]

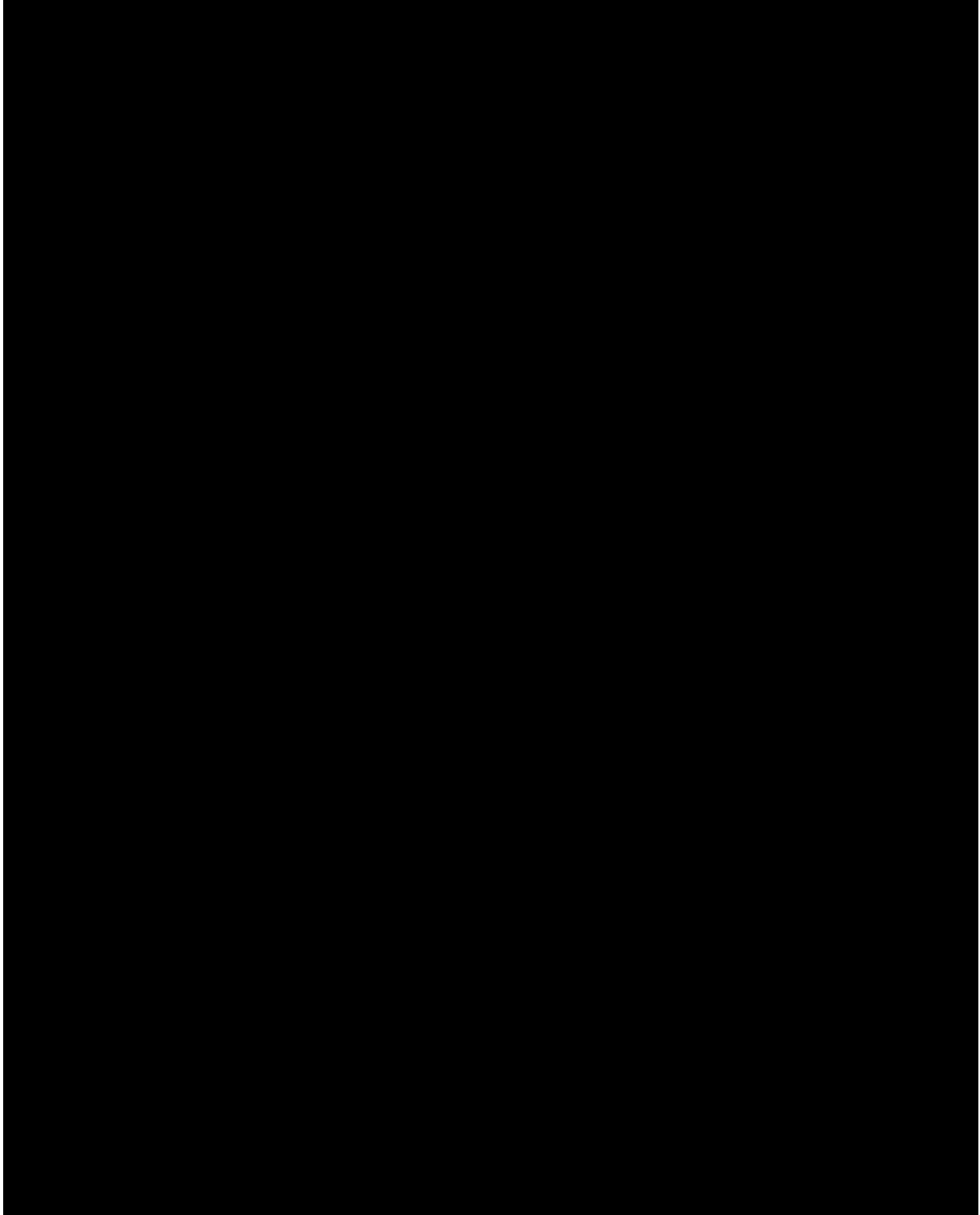
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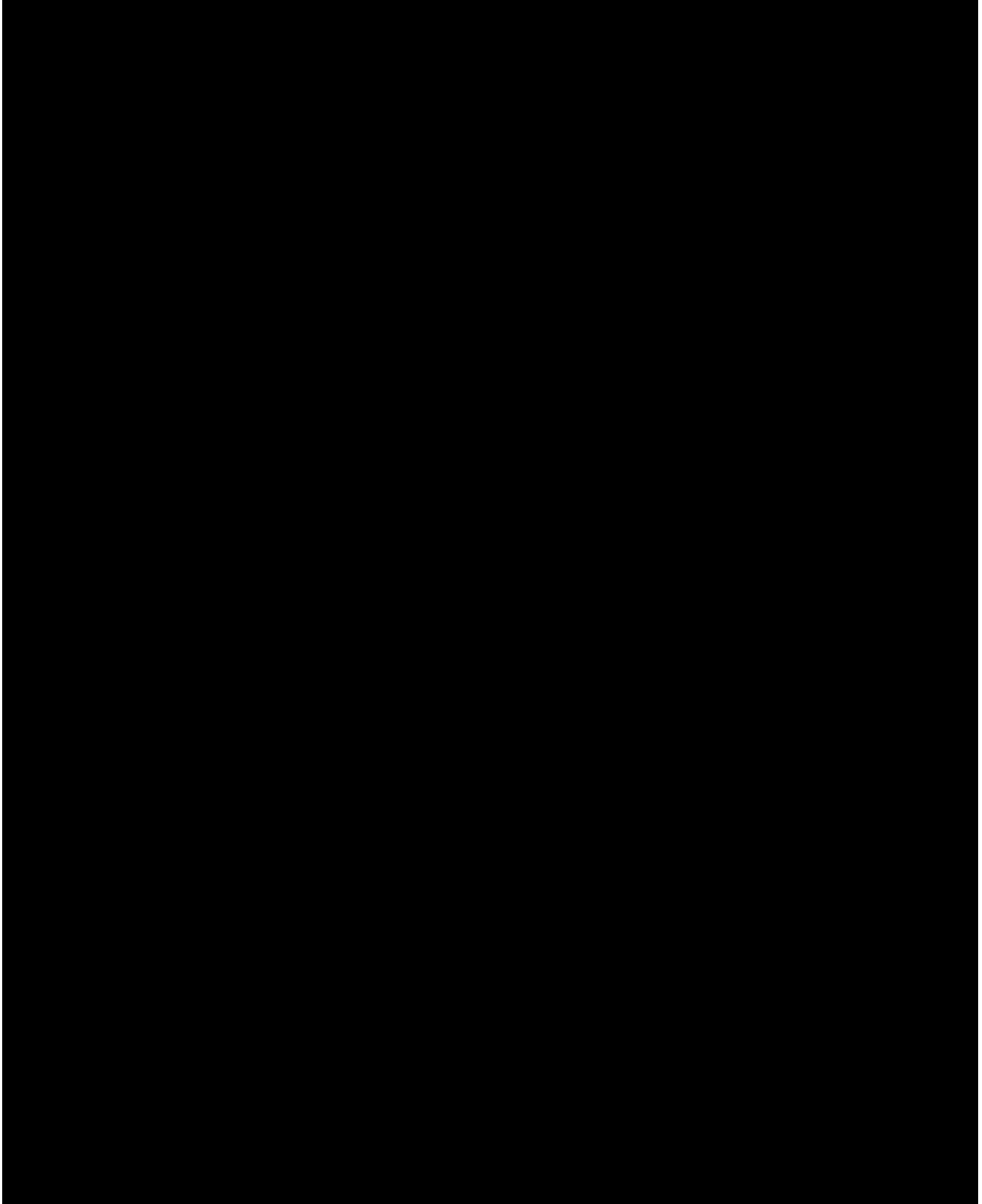
Exhibit A
Equipment



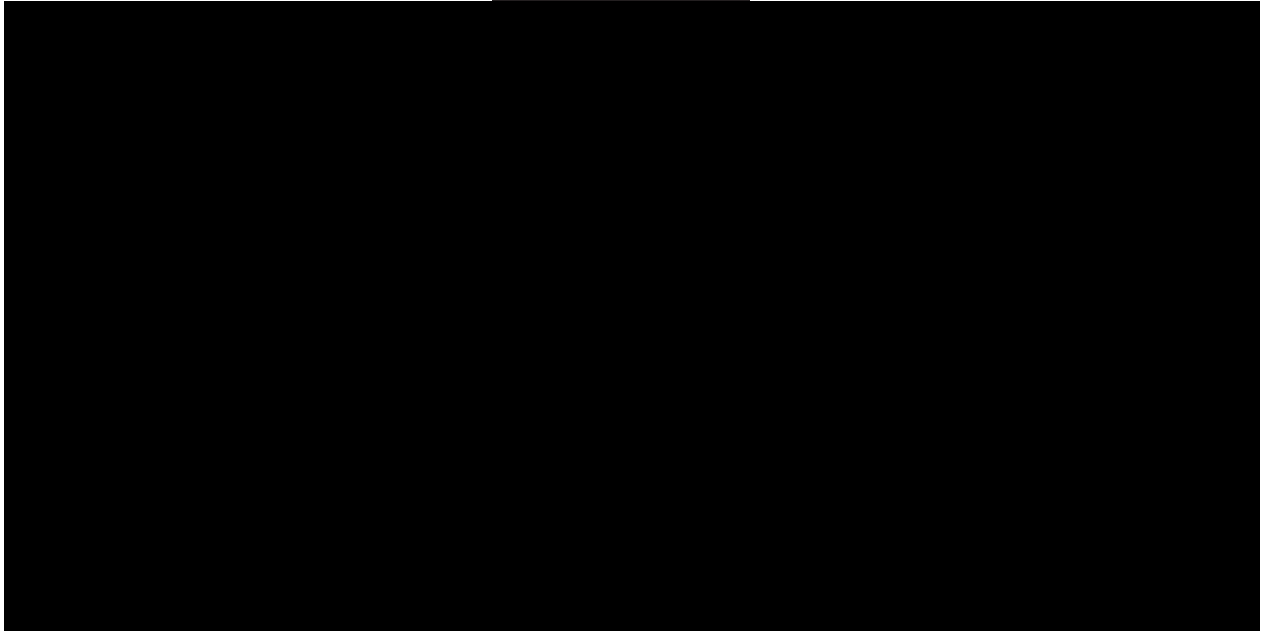
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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed on the date set forth above.

**The Narragansett Electric Company d/b/a
Rhode Island Energy**

Stabilis GDS, Inc.

By: 
(Signature)

By: 

Michele Leone
(Printed Name)

Matt Barclay
(Printed Name)

VP, Gas
(Title)

SVP Commercial Operations
(Title)

From: [Prag, Janet A. \(Marketing\)](#)
To: [Stateman, Maria E.](#)
Subject: Narragansett & Stabilis - Notice to Extend Term Pursuant to Section 3(b) of Agreement dated September 12, 2018, as amended on April 10, 2020 Re: Equipment Rental & Support Services - Cumberland RI
Date: Monday, June 6, 2022 9:20:59 AM
Attachments: [image002.png](#)

Maria,

The email thread below has been entered into the Database as Amendment ID #5643 to Contract ID #4864.

Thx, Janet

Janet A. Prag
Senior Contract Specialist
Gas Contracting, Compliance & Hedging
nationalgrid
100 E. Old Country Road
Hicksville, NY 11801
T: (516) 545-5463
F: (516) 806-4449
janet.prag@nationalgrid.com

From: Michael Collins <mcollins@stabilis-solutions.com>
Sent: Friday, April 29, 2022 2:50 PM
To: Jaffe, Samara A. (Marketing) <Samara.Jaffe@nationalgrid.com>; Legal <legal@stabilis-solutions.com>
Cc: Prag, Janet A. (Marketing) <Janet.Prag@nationalgrid.com>; Arangio, Elizabeth C. <Elizabeth.Arangio@nationalgrid.com>; Borst, Megan J. (Marketing) <Megan.Borst@nationalgrid.com>
Subject: [EXTERNAL] RE: Notice to Extend Term Pursuant to Section 3(b) of Agreement dated September 12, 2018, as amended on April 10, 2020, between The Narragansett Electric Company d/b/a National Grid and Stabilis

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button.

Samara,

I Look forward to working with you and your team for the next peaking season in Cumberland, RI. I will check with my team to see what equipment was changed for this past season and let you know. I will work with your operations team to ensure the proper storage levels are at this site for the 2022-23 winter season. Thank you

Best Regards,

Mike

Mike Collins

Director of Sales

Stabilis Solutions

11750 Katy Freeway, Suite 900
Houston, TX 77079

Mobile Number: 203-295-5311

Corporate office Main: 832.456.6500

Toll Free: 1.866.LNG.FUEL

<https://www.stabilis-solutions.com>

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From: Jaffe, Samara A. (Marketing) <Samara.Jaffe@nationalgrid.com>

Sent: Friday, April 29, 2022 11:23 AM

To: Michael Collins <mcollins@stabilis-solutions.com>; Legal <legal@stabilis-solutions.com>

Cc: Prag, Janet A. (Marketing) <Janet.Prag@nationalgrid.com>; Arangio, Elizabeth C.

<Elizabeth.Arangio@nationalgrid.com>; Borst, Megan J. (Marketing)

<Megan.Borst@nationalgrid.com>

Subject: Notice to Extend Term Pursuant to Section 3(b) of Agreement dated September 12, 2018, as amended on April 10, 2020, between The Narragansett Electric Company d/b/a National Grid and Stabilis

Importance: High

CAUTION: This message was sent from outside the organization. Before opening any links or attachments, check that the sender and its content are safe. If you think it is suspicious, send it as an attachment to stabilis.support@iagteam.com
Michael,

Pursuant to Section 3(b) of the Agreement dated September 12, 2018, as amended on April 10, 2020, between The Narragansett Electric Company d/b/a National Grid (herein referred to as "Narragansett") and your company for Equipment and Rental Support Services at 1595 Mendon Rd., Cumberland, RI, Narragansett hereby provides notice that it is exercising its option to extend the Agreement for the period commencing December 1, 2022 through and including March 31, 2023.

In speaking with my operations teams, it is my understanding that the equipment that was on site for this contract for the 21/22 heating season was modified from previous winter operations, including decreased levels of on-site storage. Please verify the equipment Stabilis will make available to Narragansett at Cumberland in order to satisfy its obligations pursuant to the Subject Agreement.

We look forward to continuing to work together during this final extension of this contract.

Samara Jaffe

Director- Gas Contracting, Compliance & Hedging

100 East Old Country Road | Hicksville, NY 11801

Office: (516) 545-5408

Cell: (516) 418-9906

Email: samara.jaffe@nationalgrid.com



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Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

1000009670

Amendment 5426 ✓
 (to contract ID 4864)

nationalgrid

August 10, 2021

VIA REGULAR MAIL

Stabilis GDS, Inc.
 10375 Richmond Avenue
 Suite 825
 Houston, TX 77042
 Attn: Legal Department

Re: Equipment Rental and Support Services Agreement between The Narragansett Electric Company d/b/a National Grid and Stabilis GDS, Inc., formerly Prometheus Energy Group Inc., dated September 12, 2018, as amended ("Agreement")

To Whom It May Concern:

Reference is made to the Agreement identified above. Earlier this year, National Grid USA ("National Grid") announced that it had entered into an agreement with PPL Energy Holdings, LLC ("PPL"), pursuant to which PPL will acquire National Grid's electric and gas distribution business in Rhode Island through the acquisition of National Grid's wholly-owned subsidiary, The Narragansett Electric Company ("Narragansett"). Upon the closing of this transaction (the "Transaction"), PPL will acquire the outstanding shares of common stock of Narragansett, and Narragansett will become a subsidiary of PPL, subject to PPL's control resulting in a change of control for the purposes of the Agreement ("Change of Control"). The Transaction is expected to close as early as the last quarter of calendar year 2021.

In connection with the Transaction, we are providing this letter ("CoC Request Letter") to you to request that you (1) consent to the Change of Control; (2) agree that such consent satisfies (or waives) all conditions to the Change of Control required by the Agreement, or any other terms and conditions or provisions applicable thereto (including any and all notice or other procedural requirements), and that no further consent rights or obligations will be triggered by the Change of Control; (3) waive any and all rights or remedies you may have under the Agreement, or any other terms and conditions or provisions applicable thereto, as a result of the Change of Control; and



(4) acknowledge and agree that the Agreement will continue in full force and effect on its current terms as of and after the date that the Change of Control occurs.

Please acknowledge your consent to the foregoing by signing this letter below and returning a copy to my attention. National Grid looks forward to the continued opportunity to transact and appreciates your cooperation with this matter. If you do not respond by this September 15, 2021, we will deem you to have granted the consents set forth in this letter. Please do not hesitate to call me with any questions at 516-545-6068 or by email at maria.stateman@nationalgrid.com.

Yours truly,

Maria Stateman

Maria Stateman
National Grid
100 E. Old Country Road
Hicksville, NY 11801

AGREED TO AND ACCEPTED

Stabilis GDS, Inc.

By: *Andrew L. Rhala*

Name: *Andrew L. Rhala*

Title: *SVP & CFO*

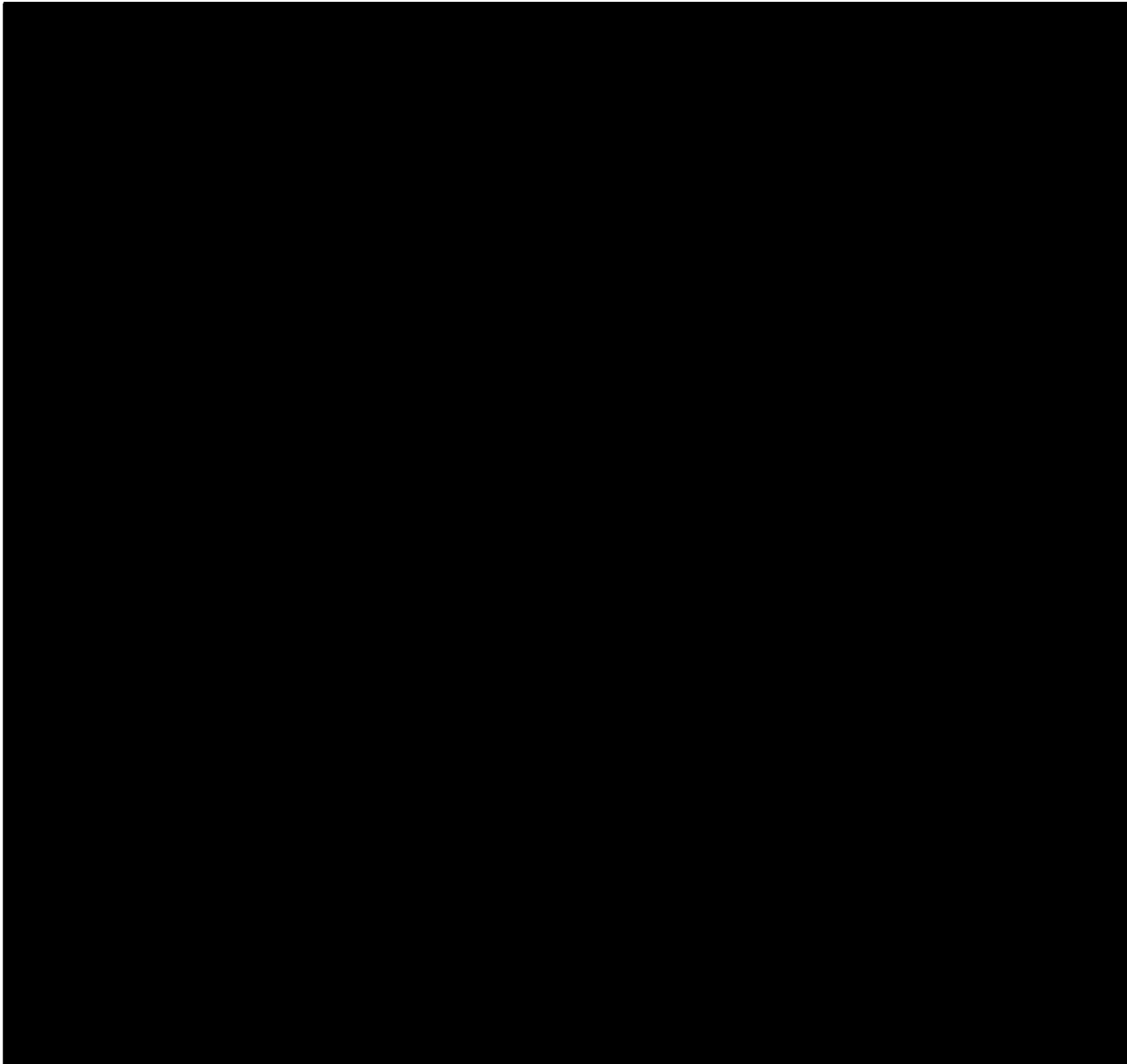
Date Signed: *9/14/21*

Contract ID # 5029

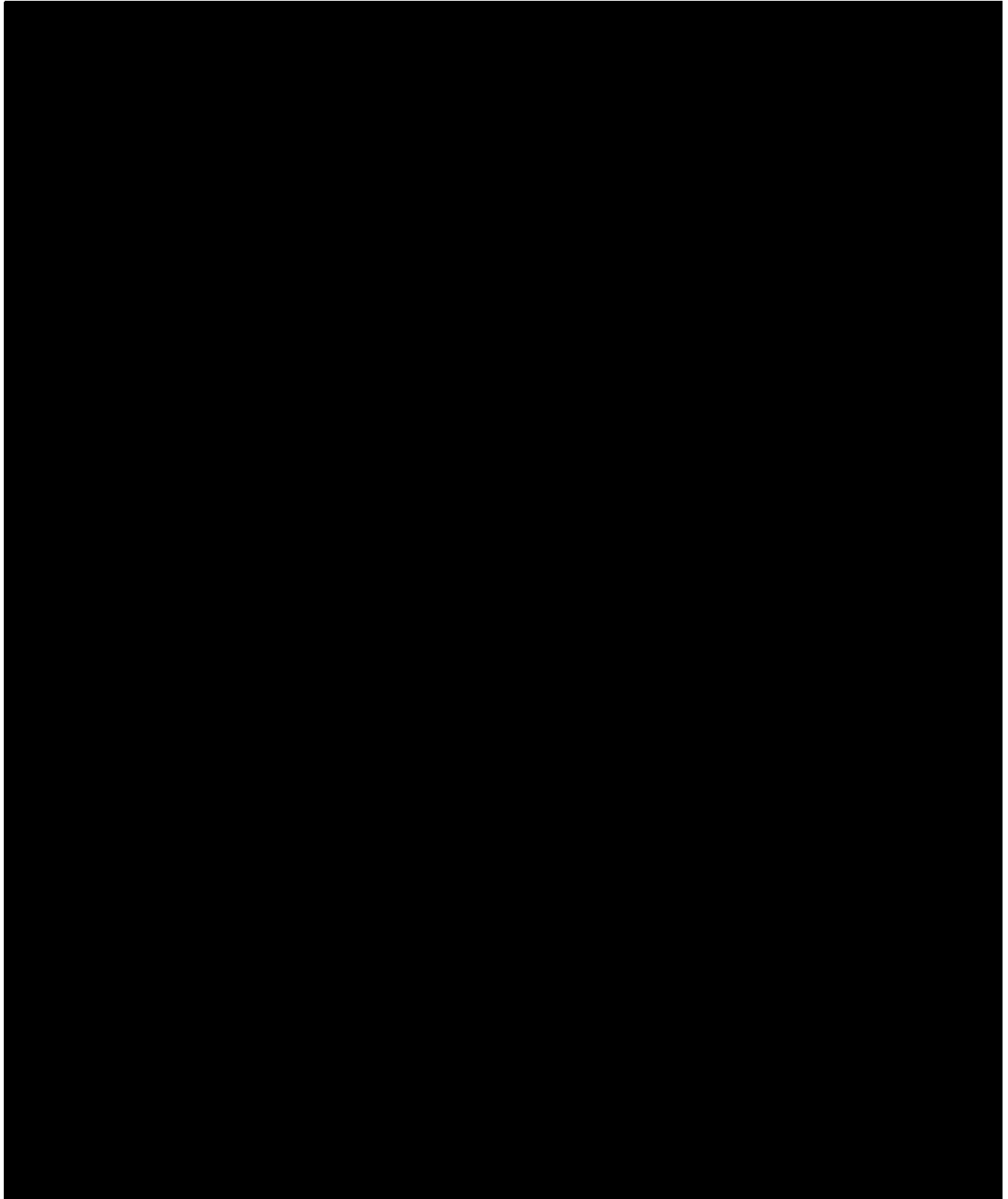
1000009028

Equipment Rental and Support Services Agreement

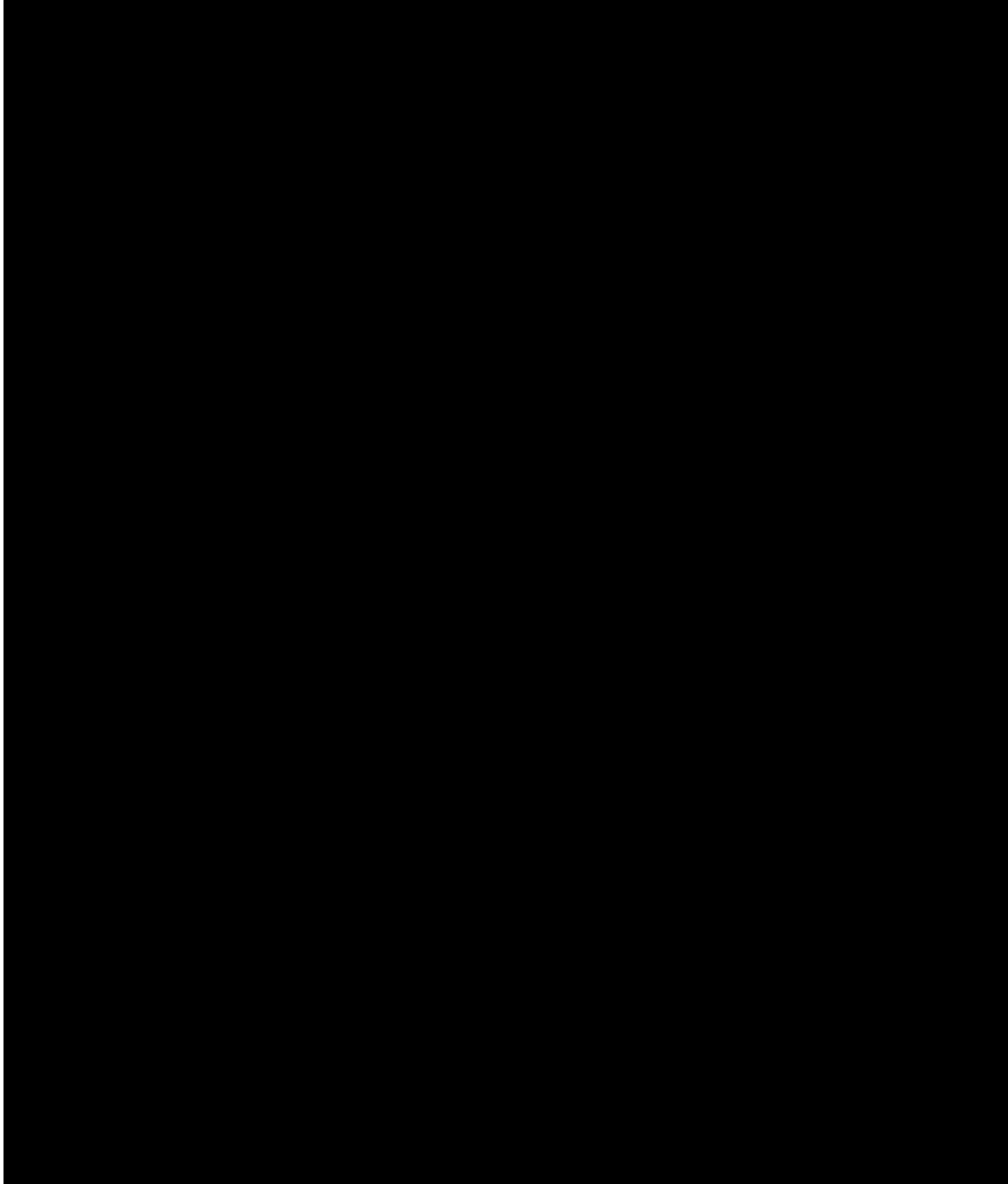
This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 14th day of August 2019 (the "Effective Date") by and between Prometheus Energy Group Inc., a Delaware corporation ("Prometheus") and its affiliates, and The Narragansett Electric Company d/b/a National Grid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



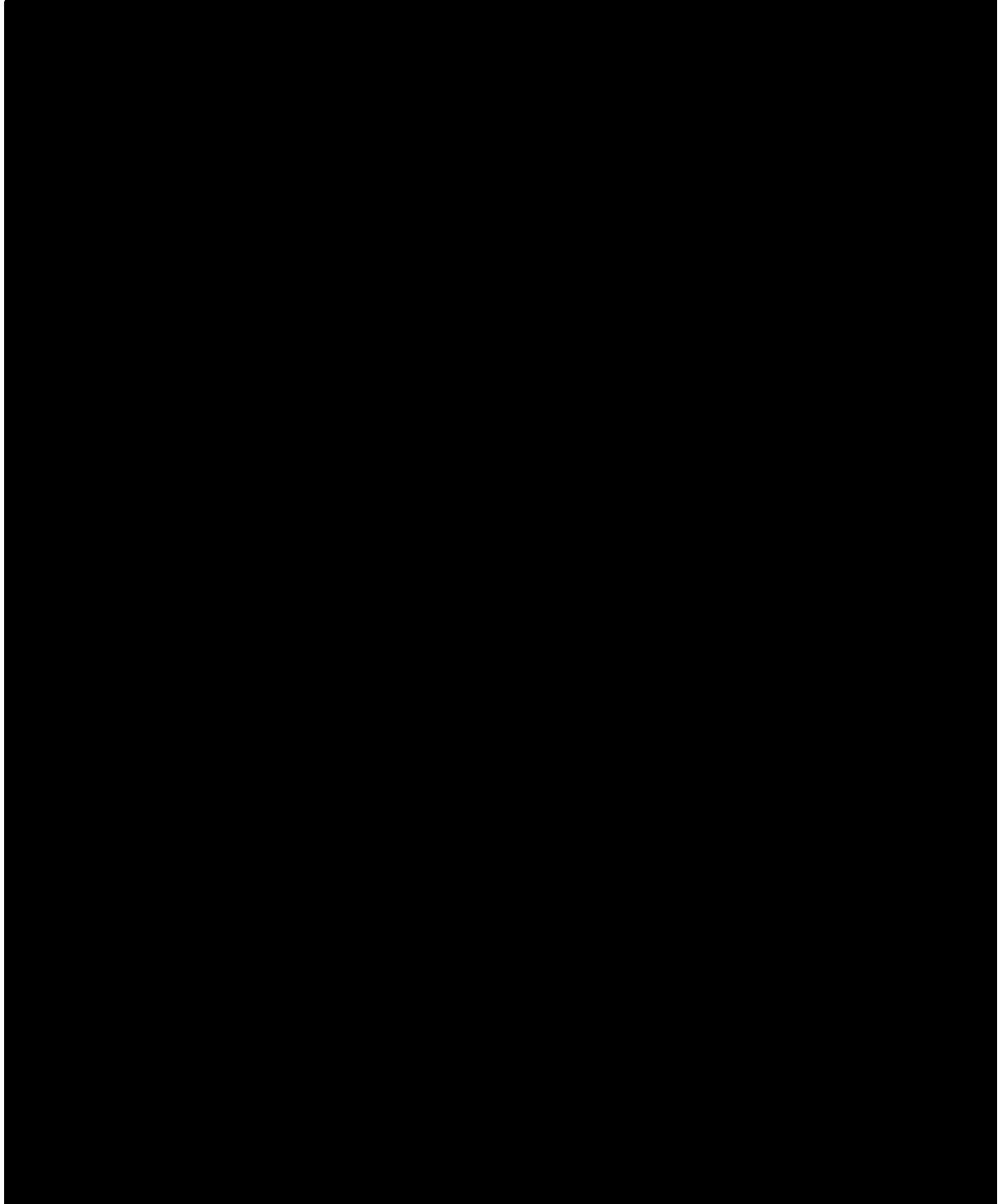
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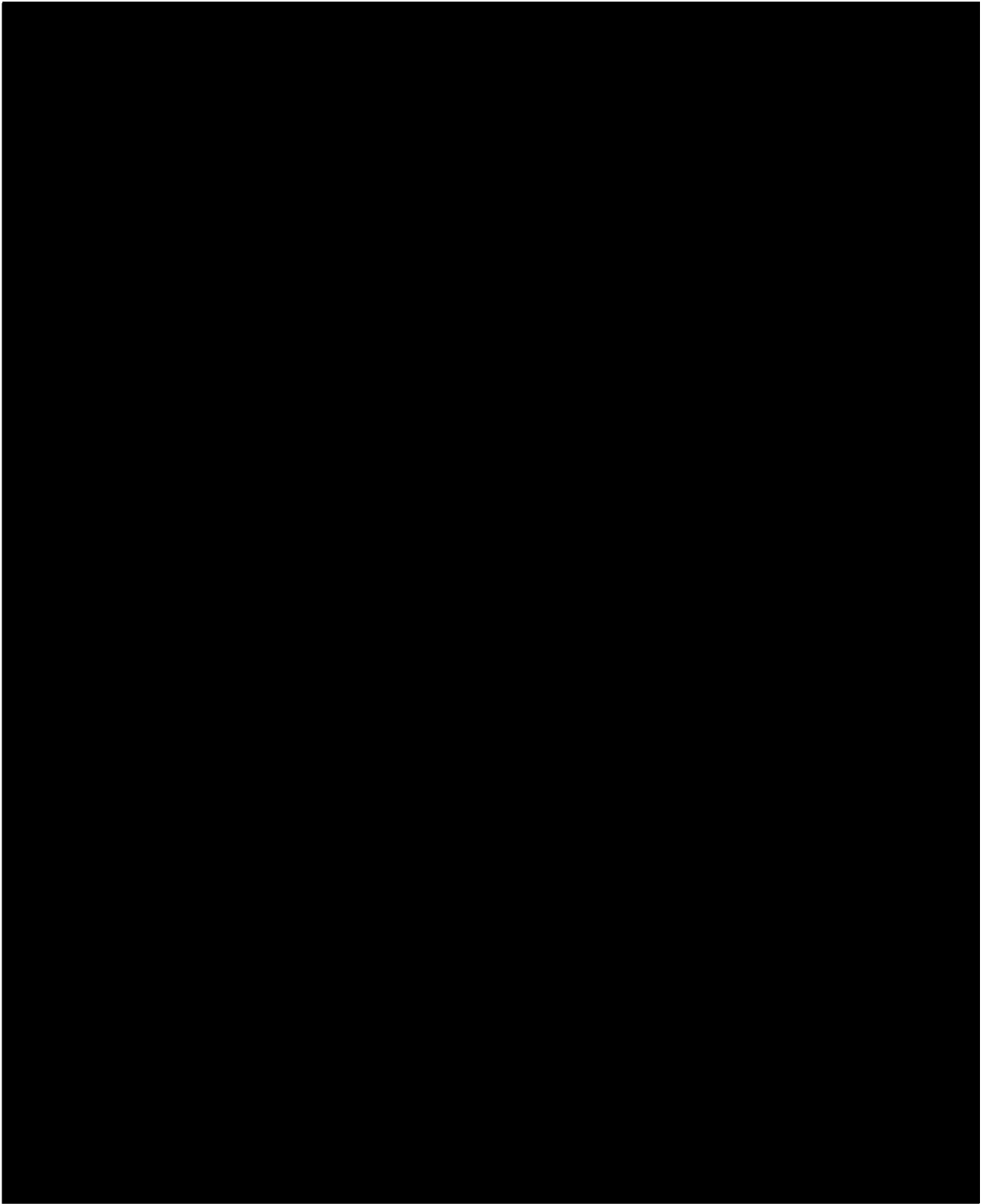
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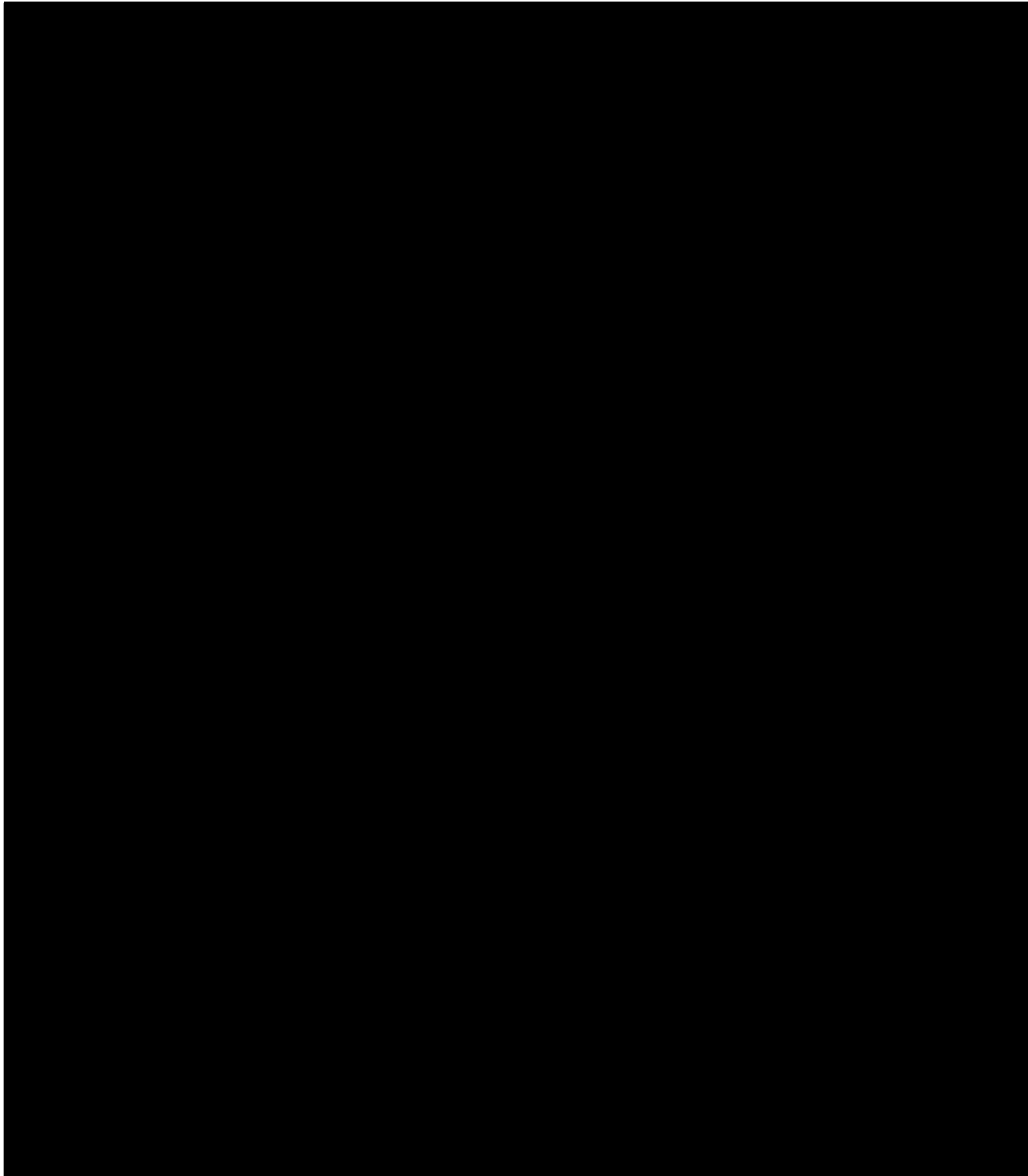
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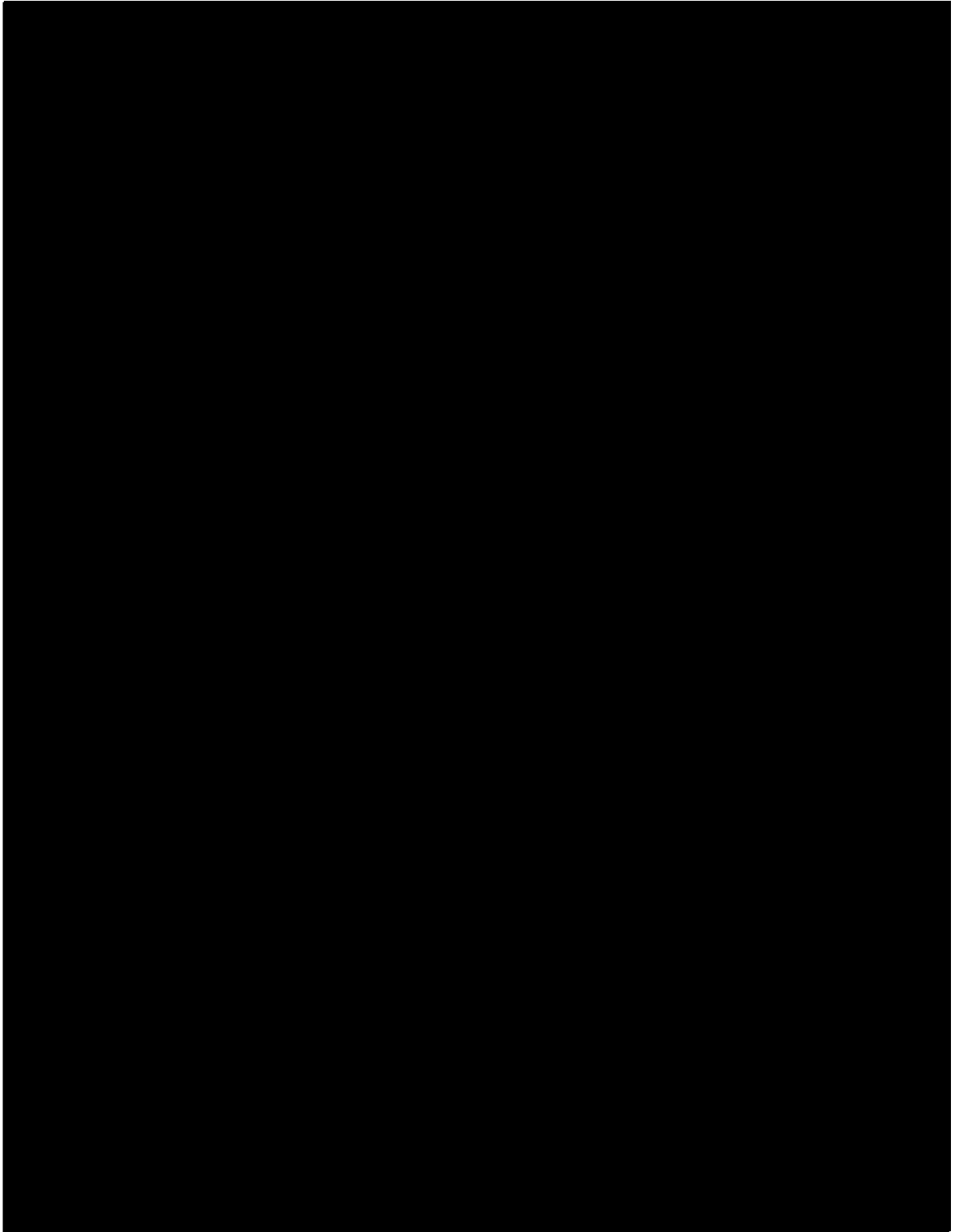
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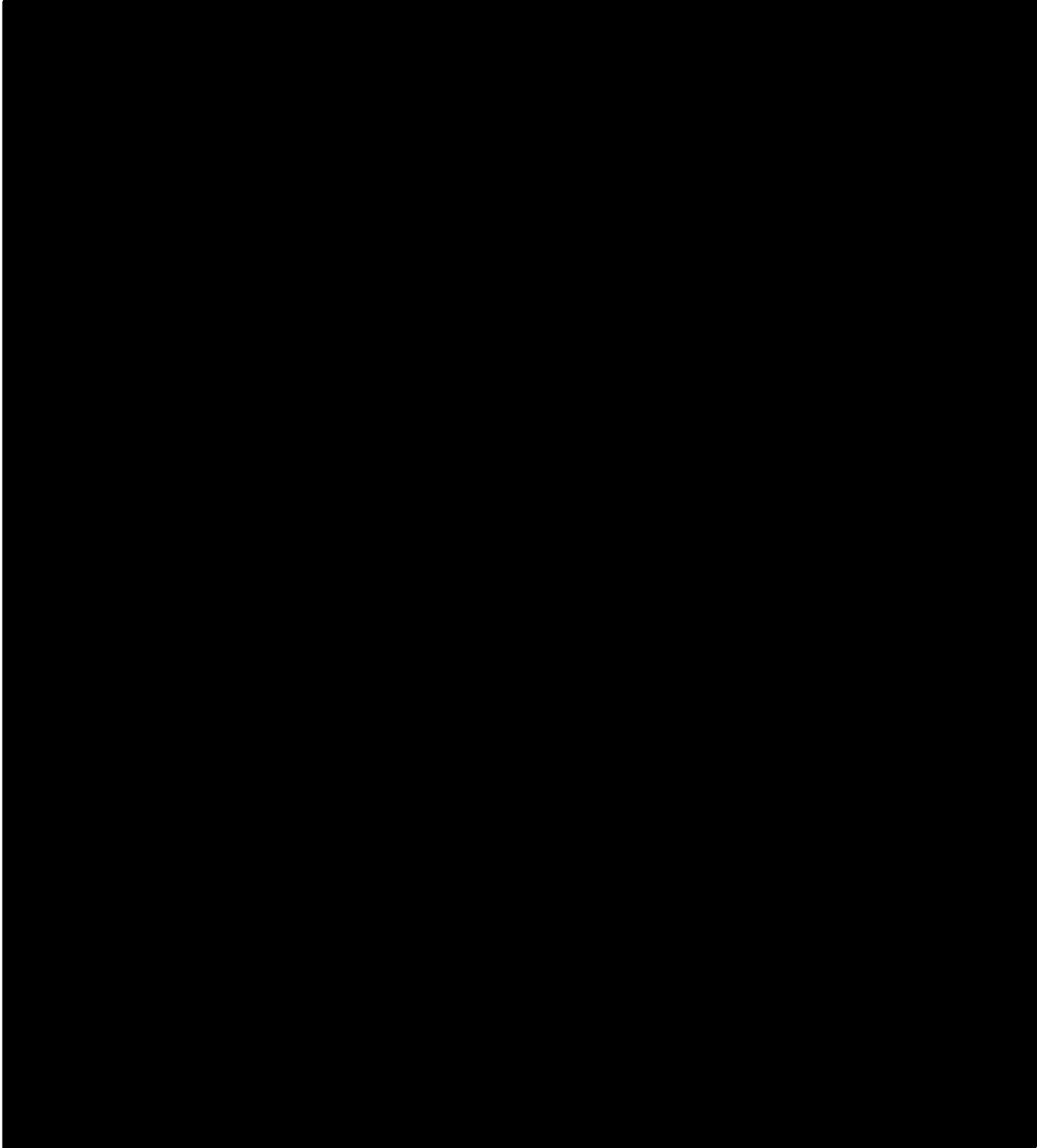
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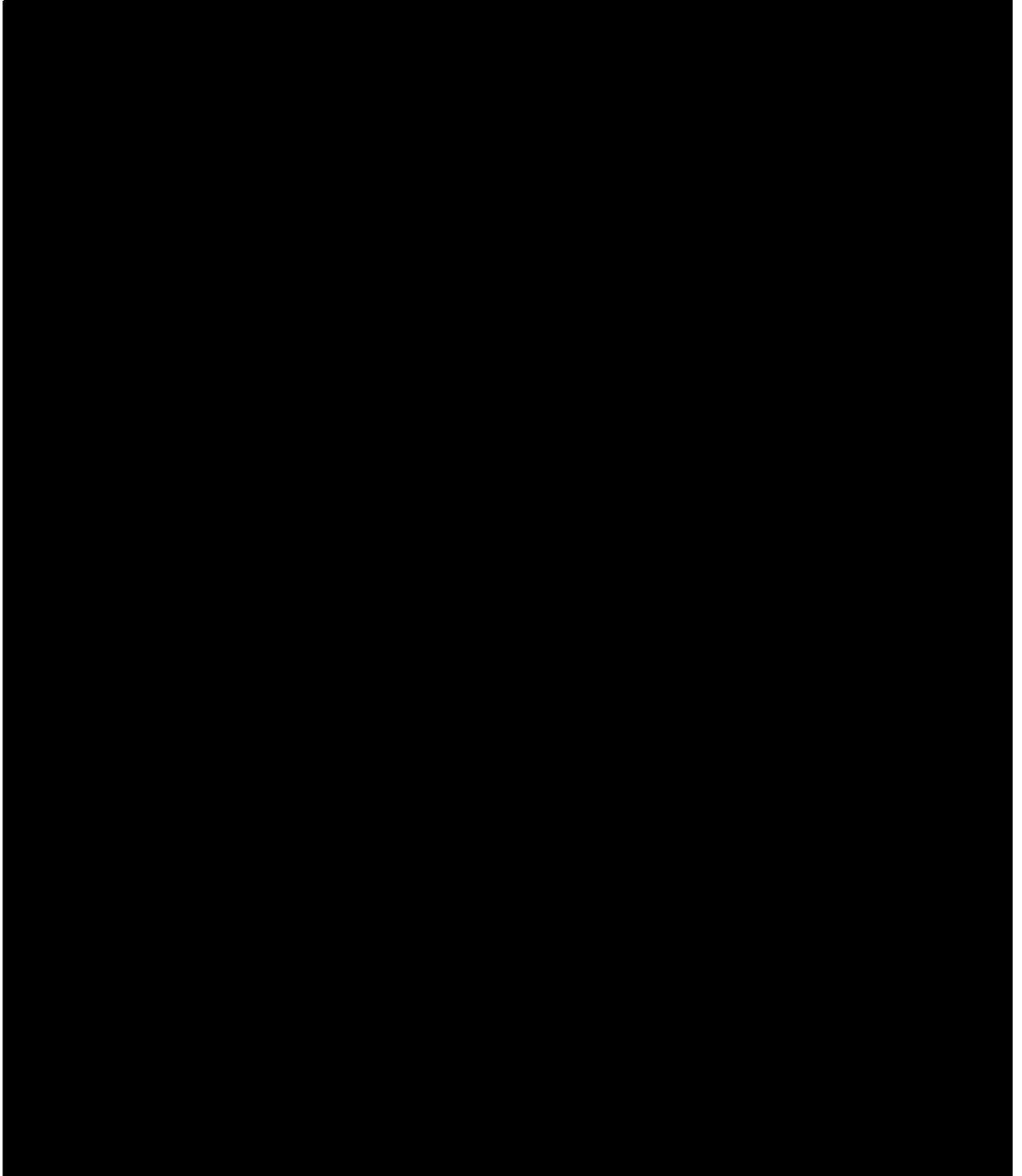
REDACTED

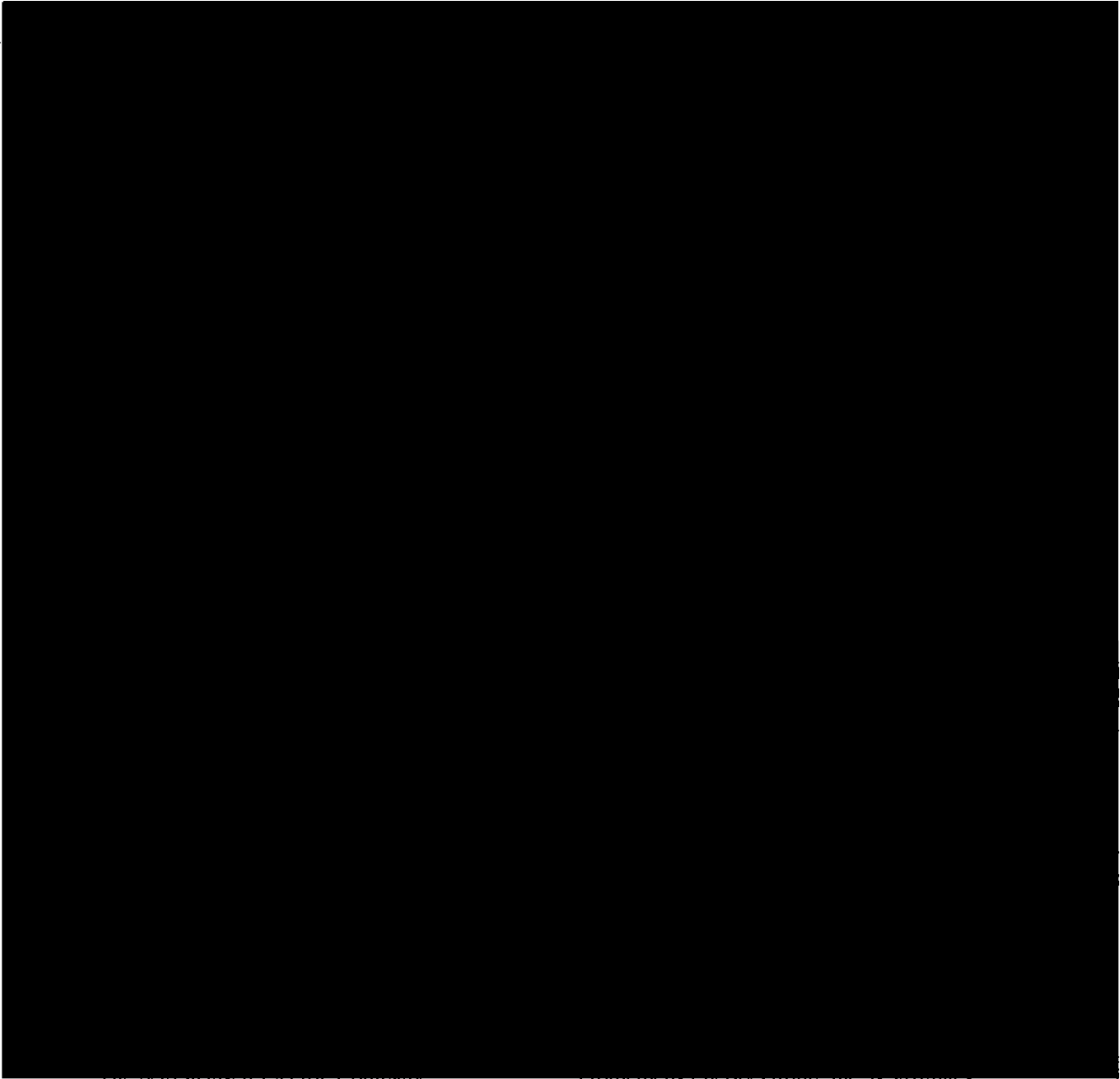


REDACTED

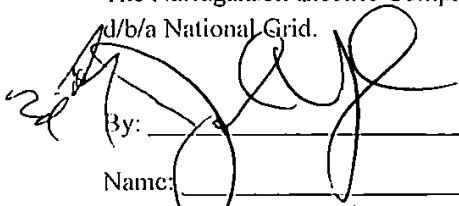


REDACTED





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

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

Prometheus Energy Group, Inc. & affiliates


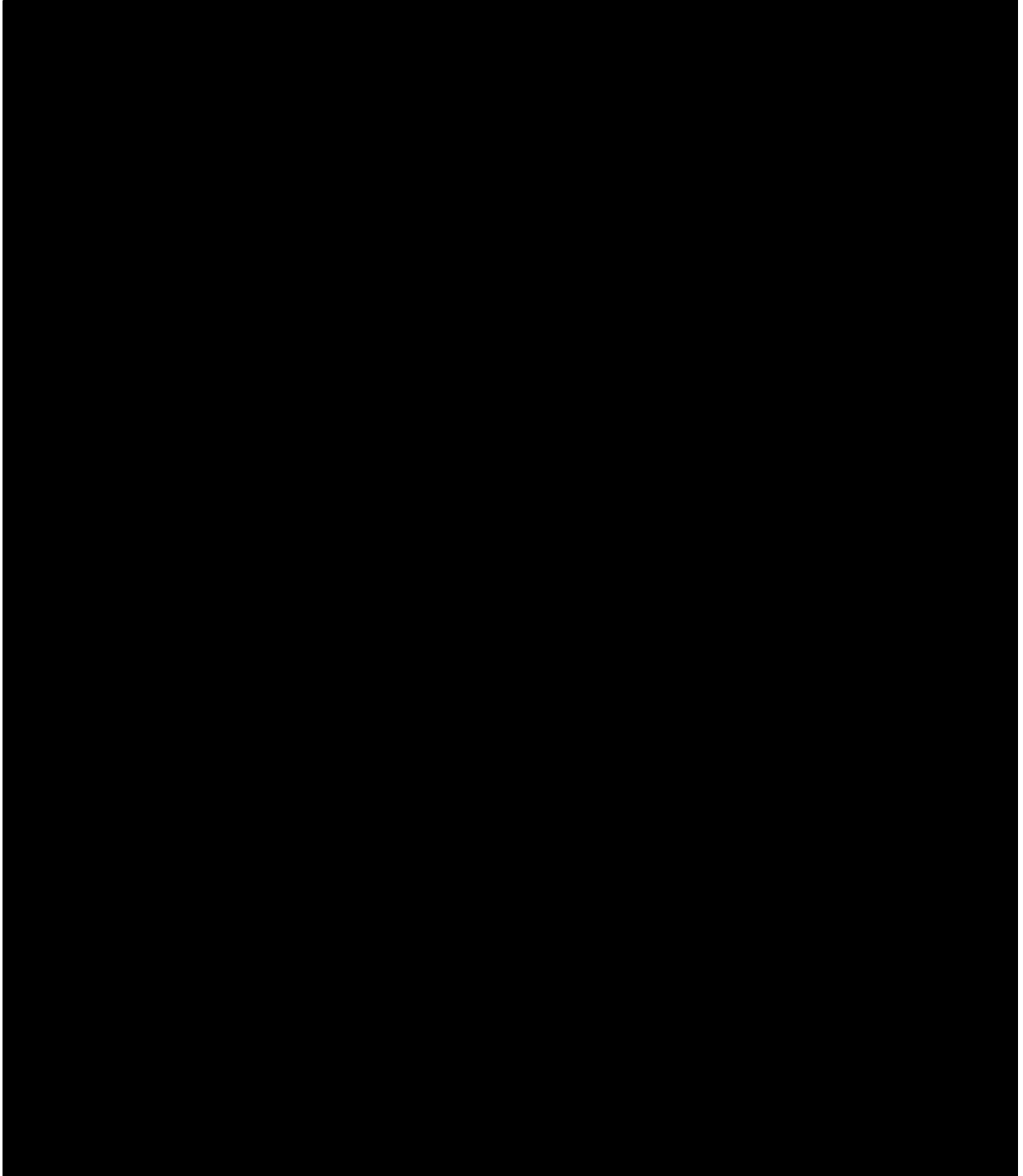
By: 
Name: Jim Aivalis
Title: COO

Exhibit A



REDACTED

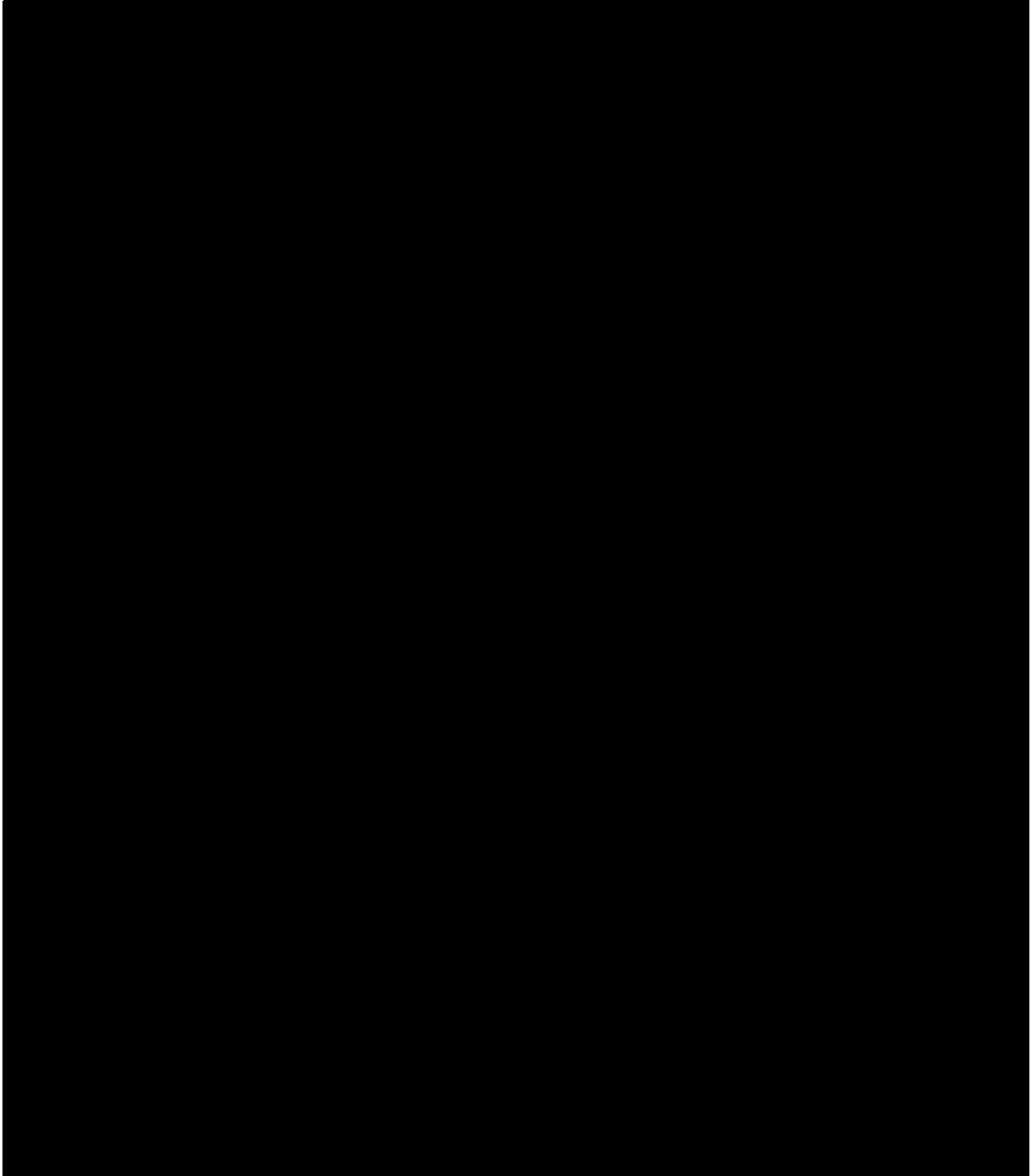


Exhibit B

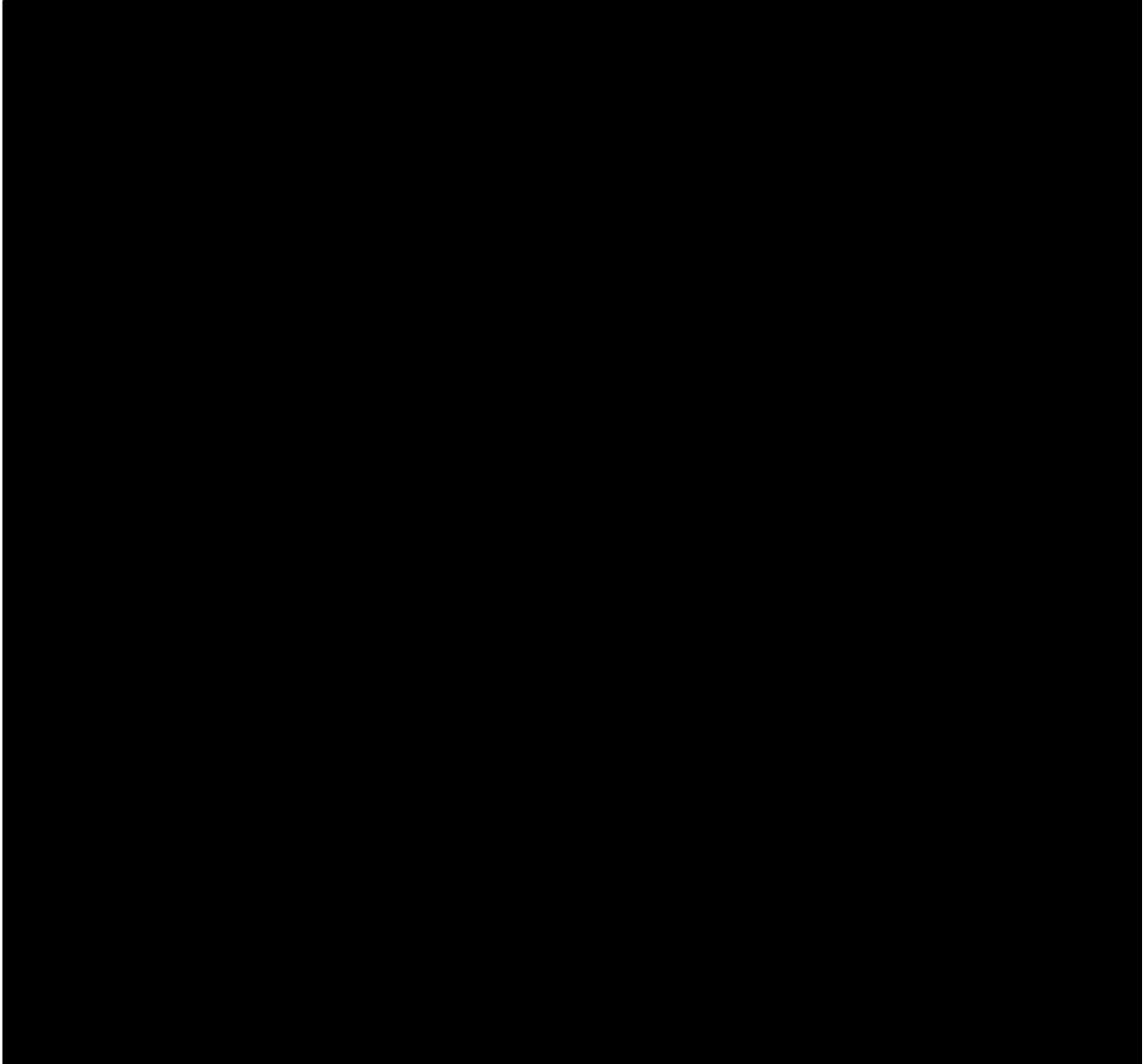
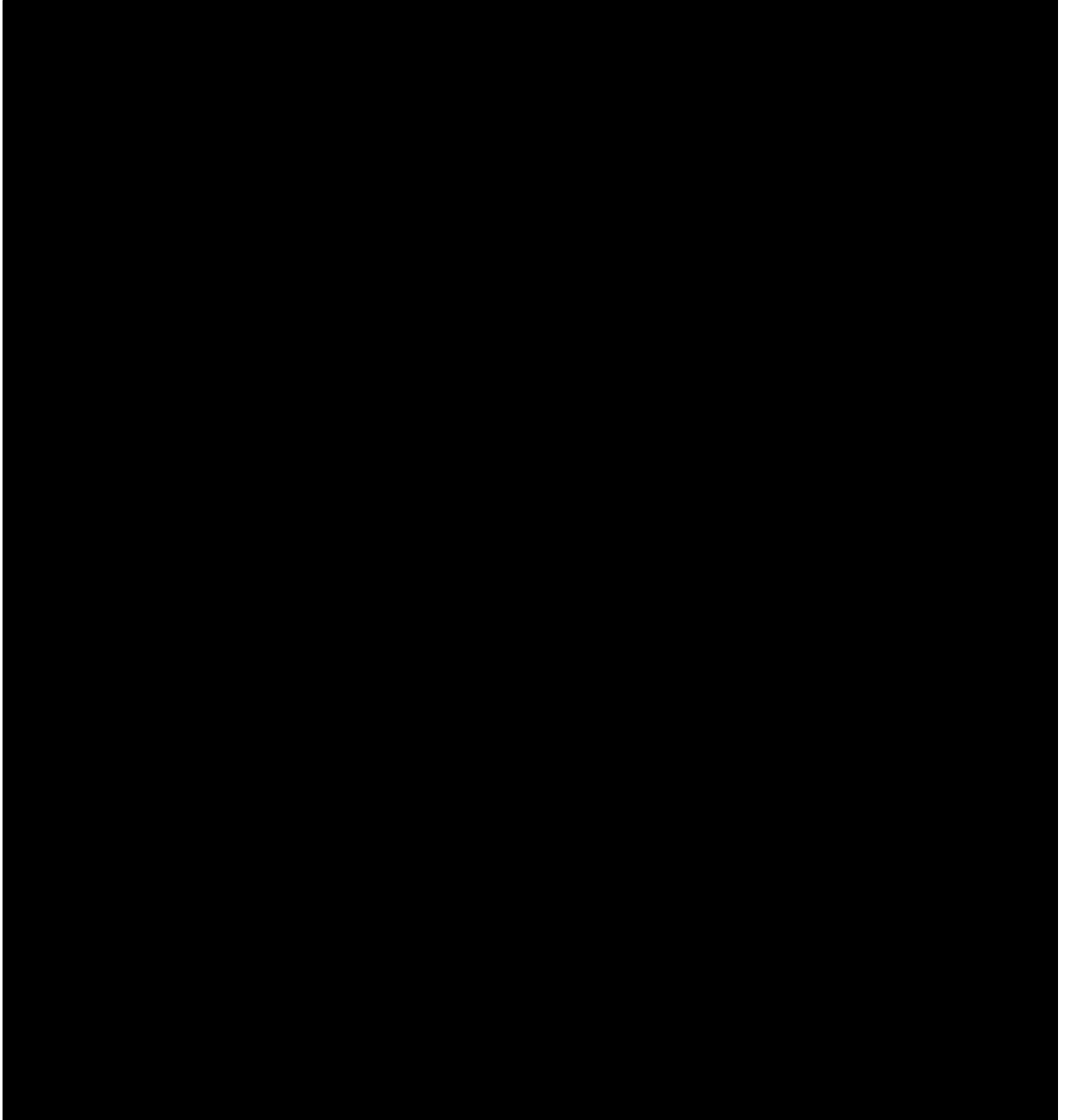


Exhibit C



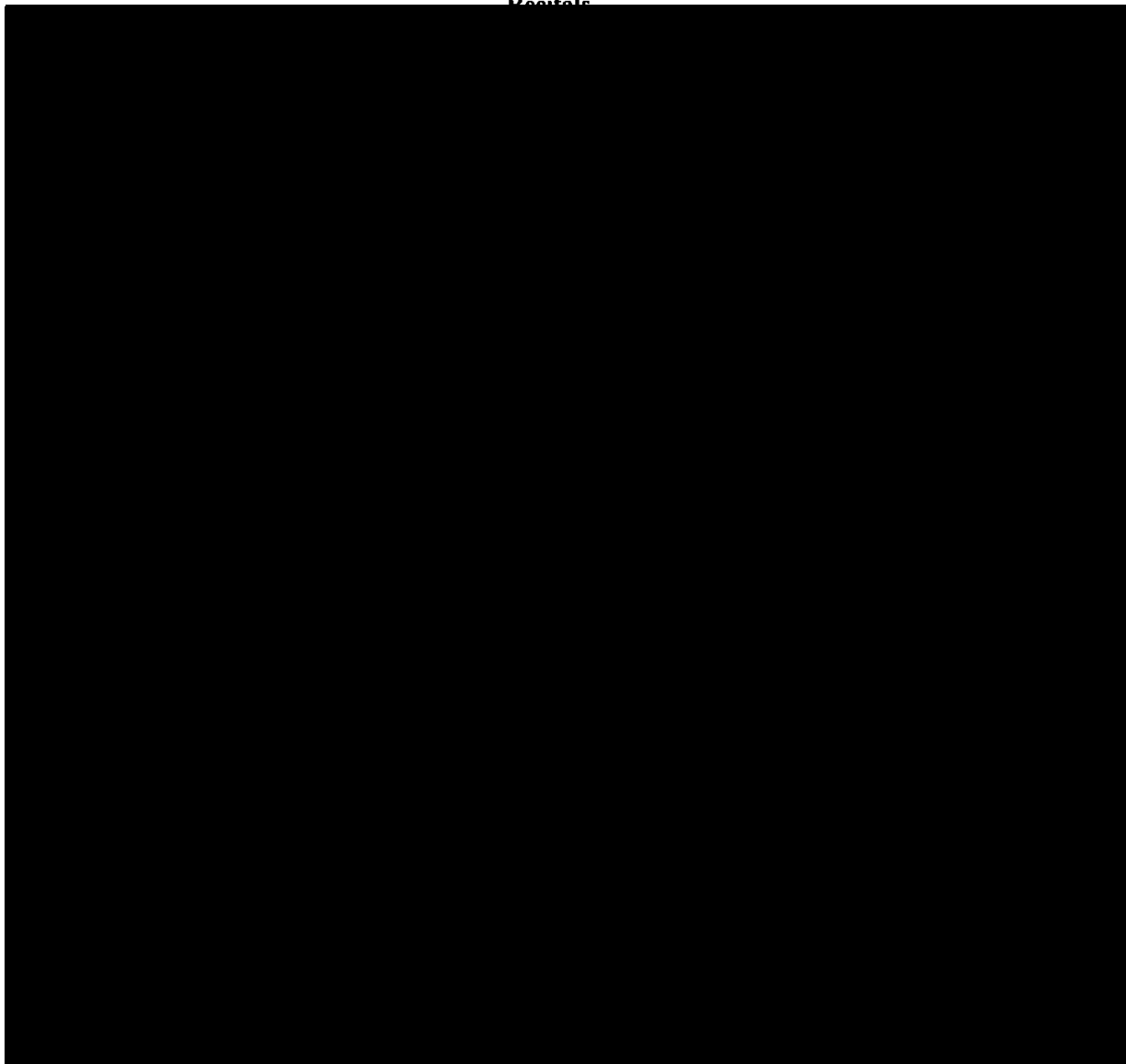
Contract ID # 5029

1000009028

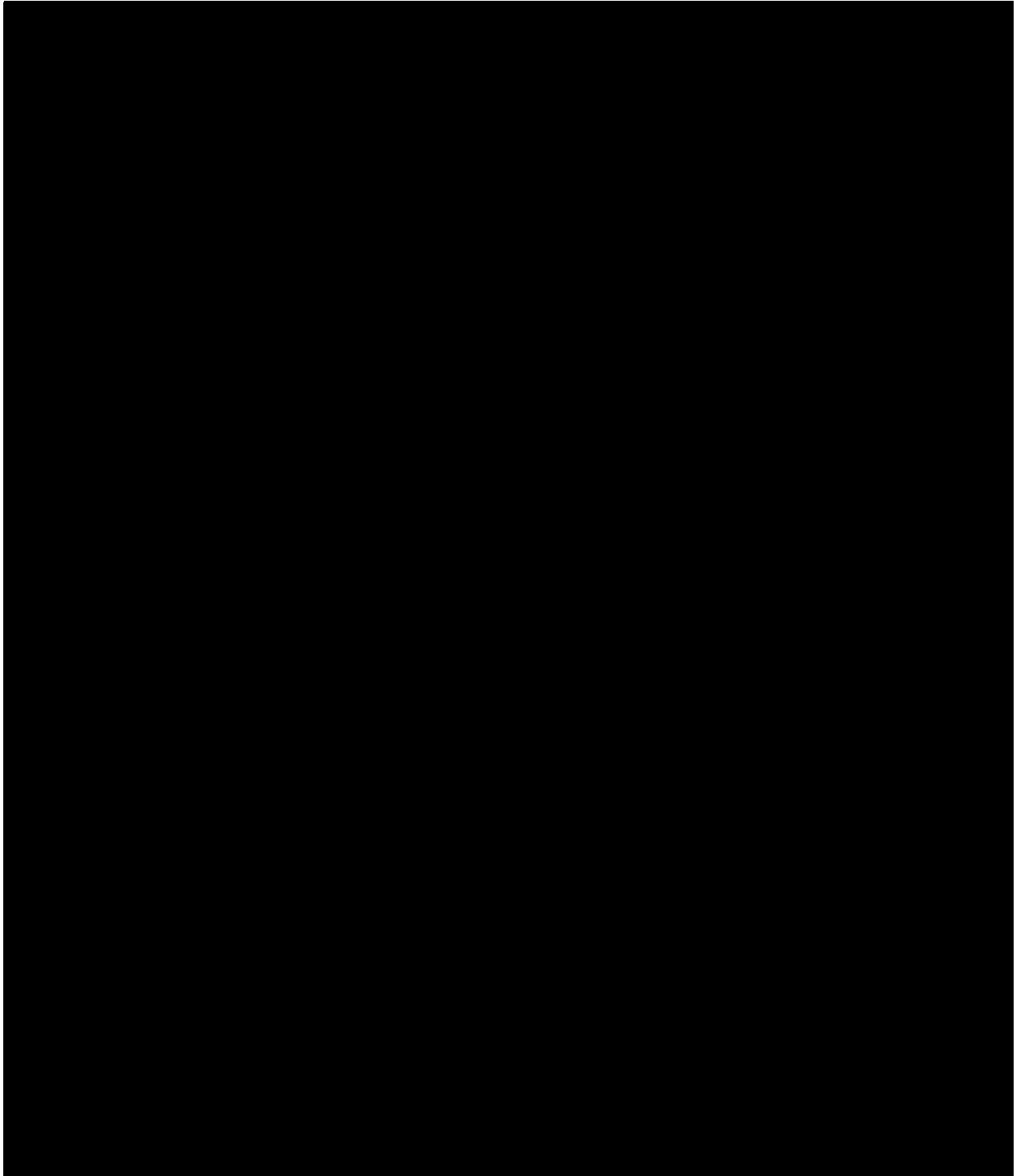
Equipment Rental and Support Services Agreement

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".

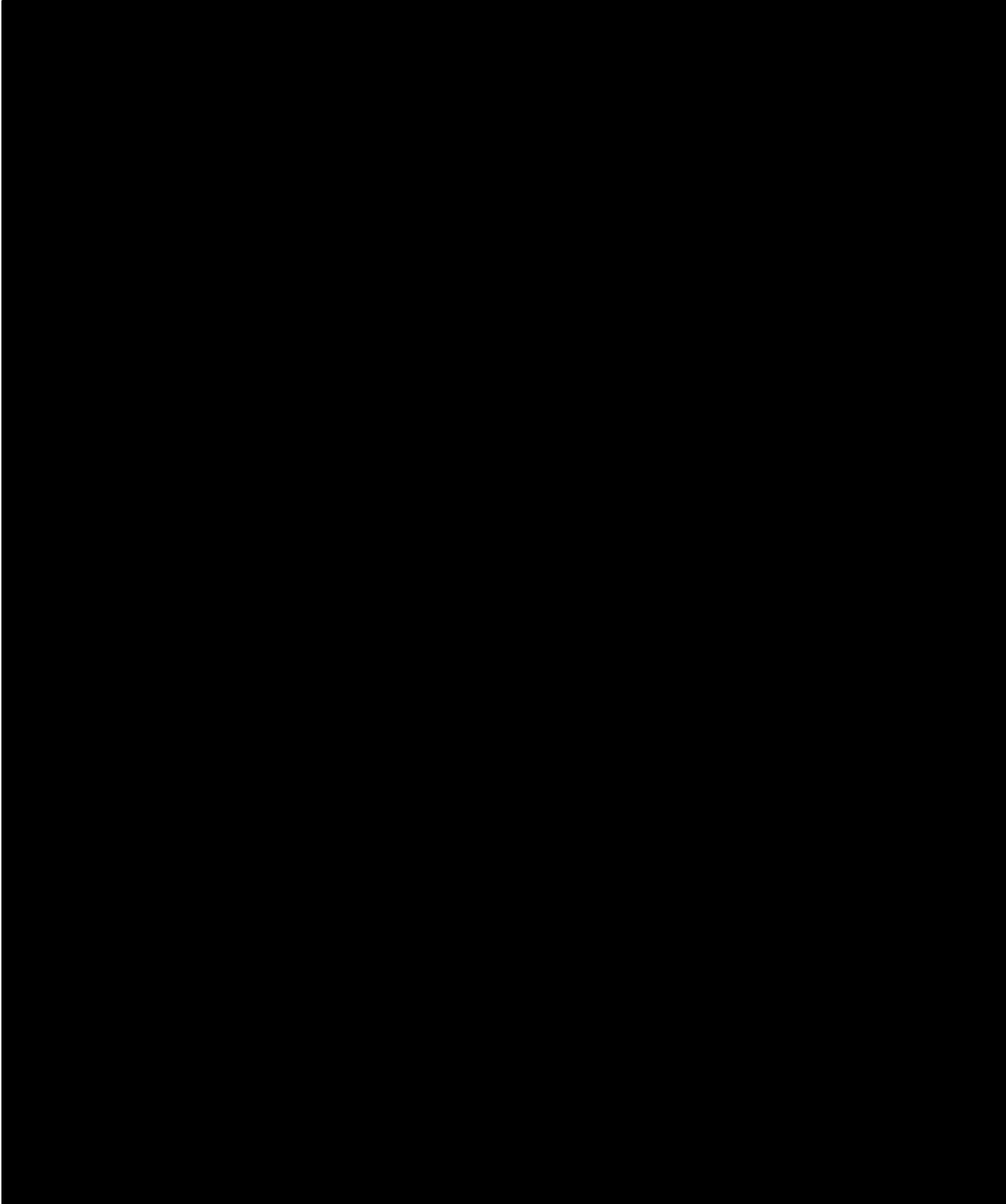
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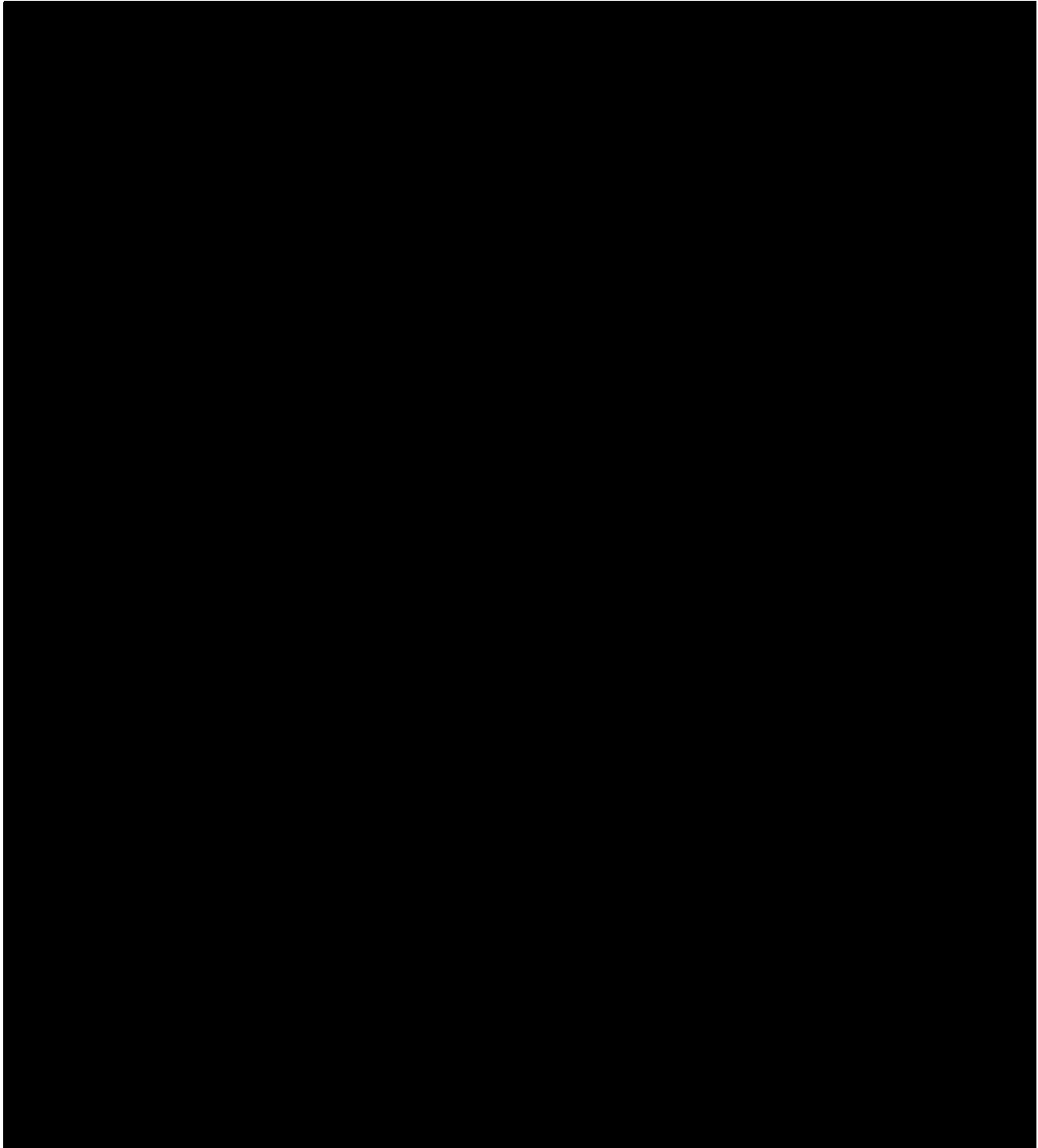
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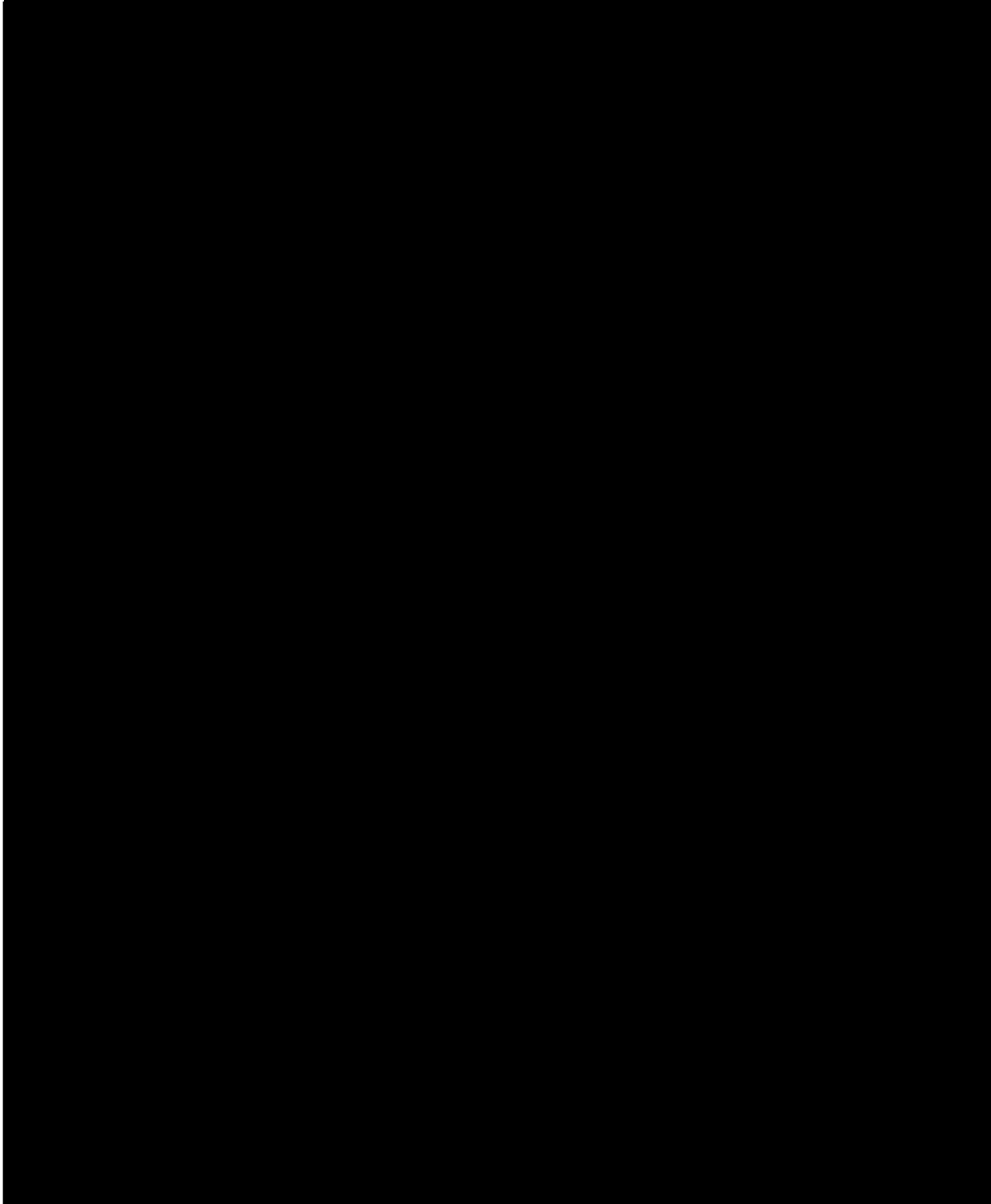
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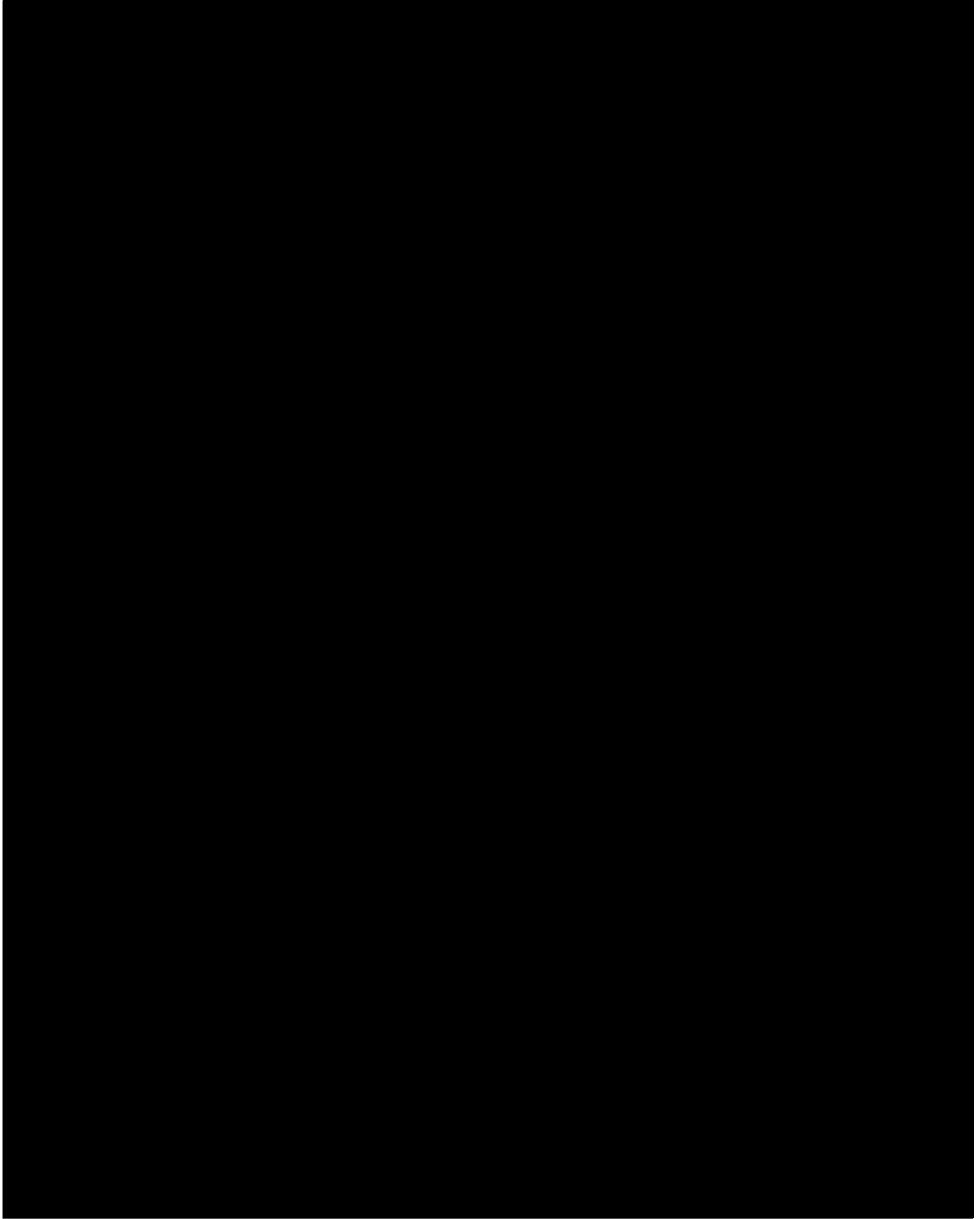
REDACTED



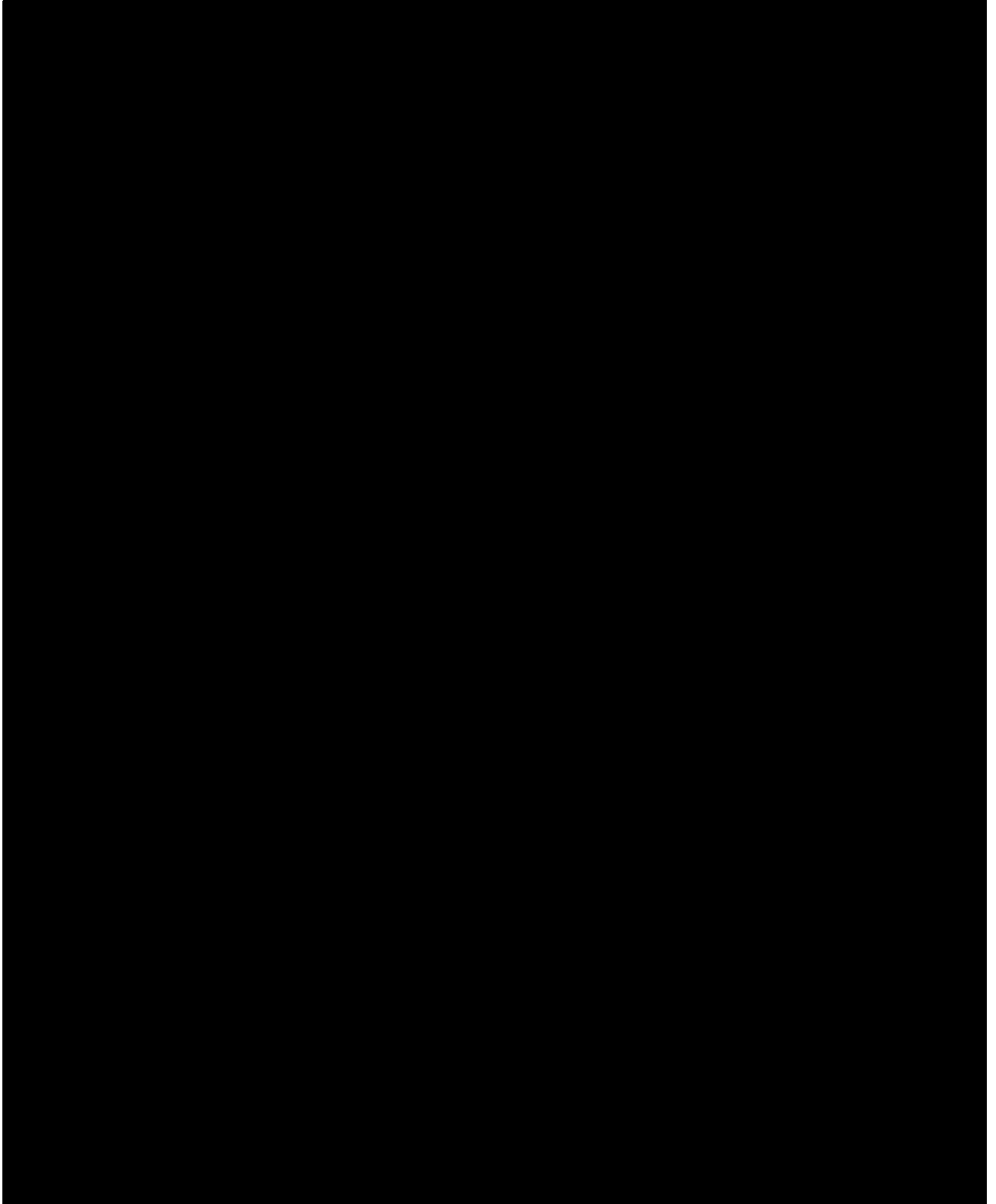
REDACTED



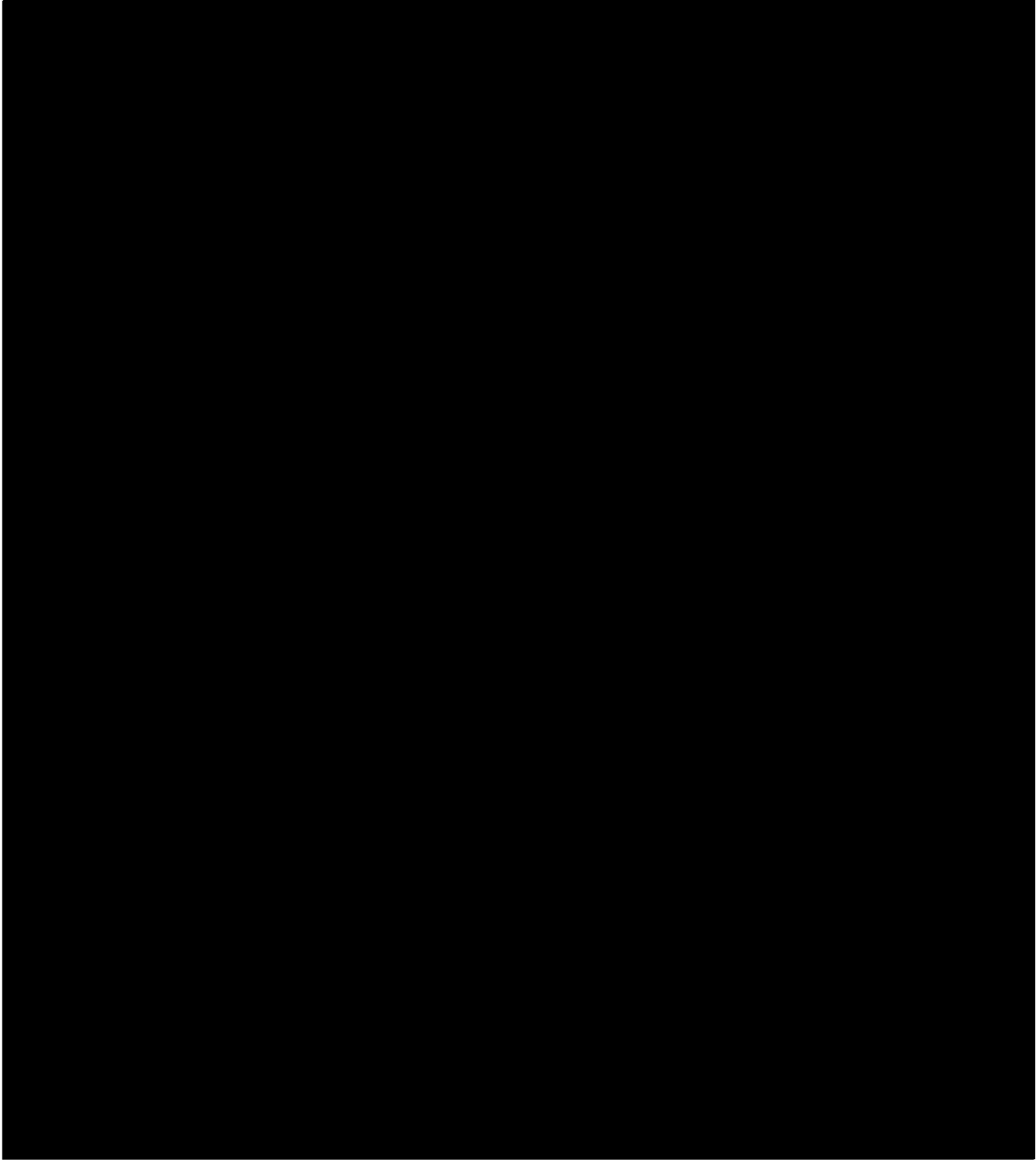
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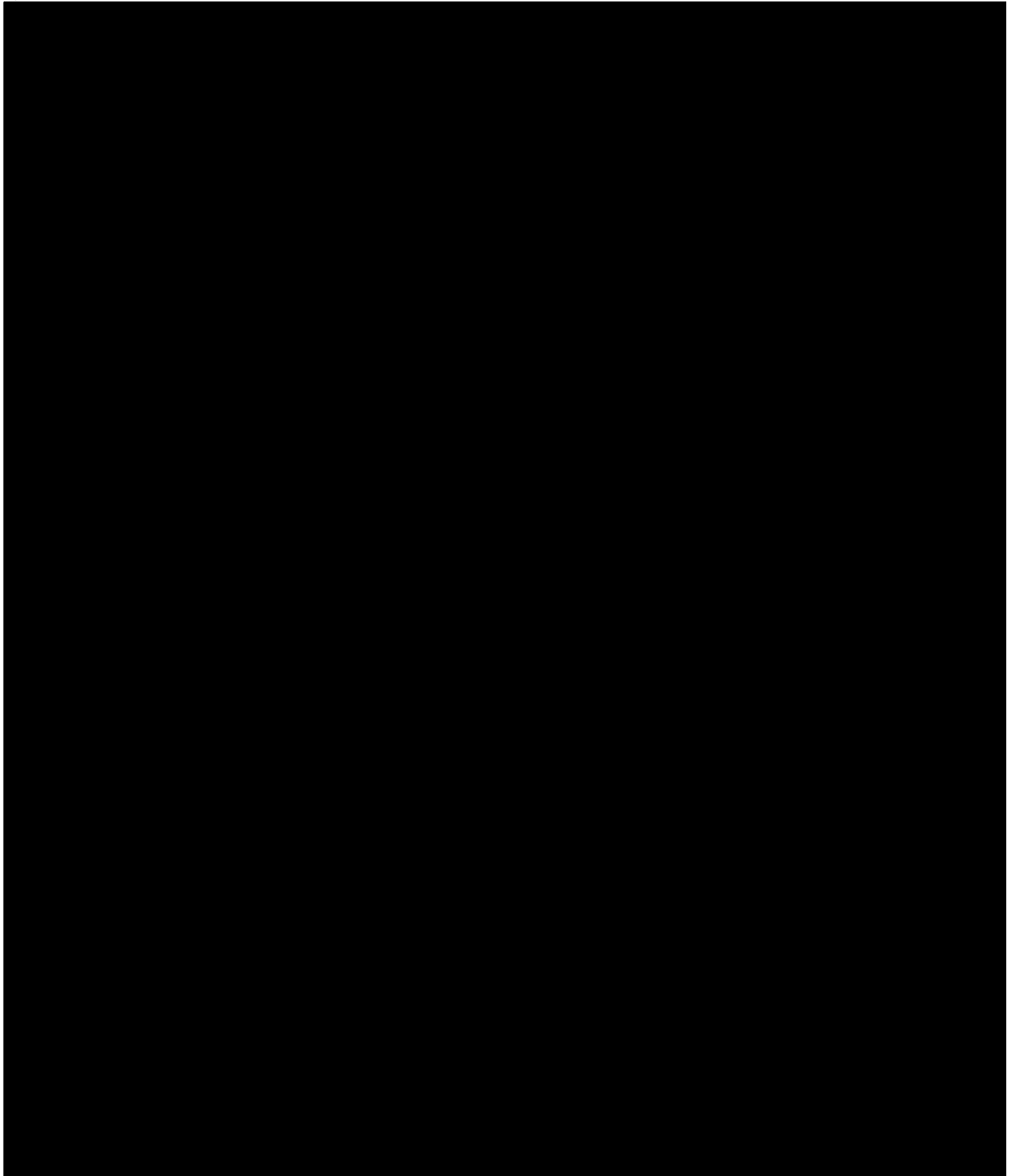
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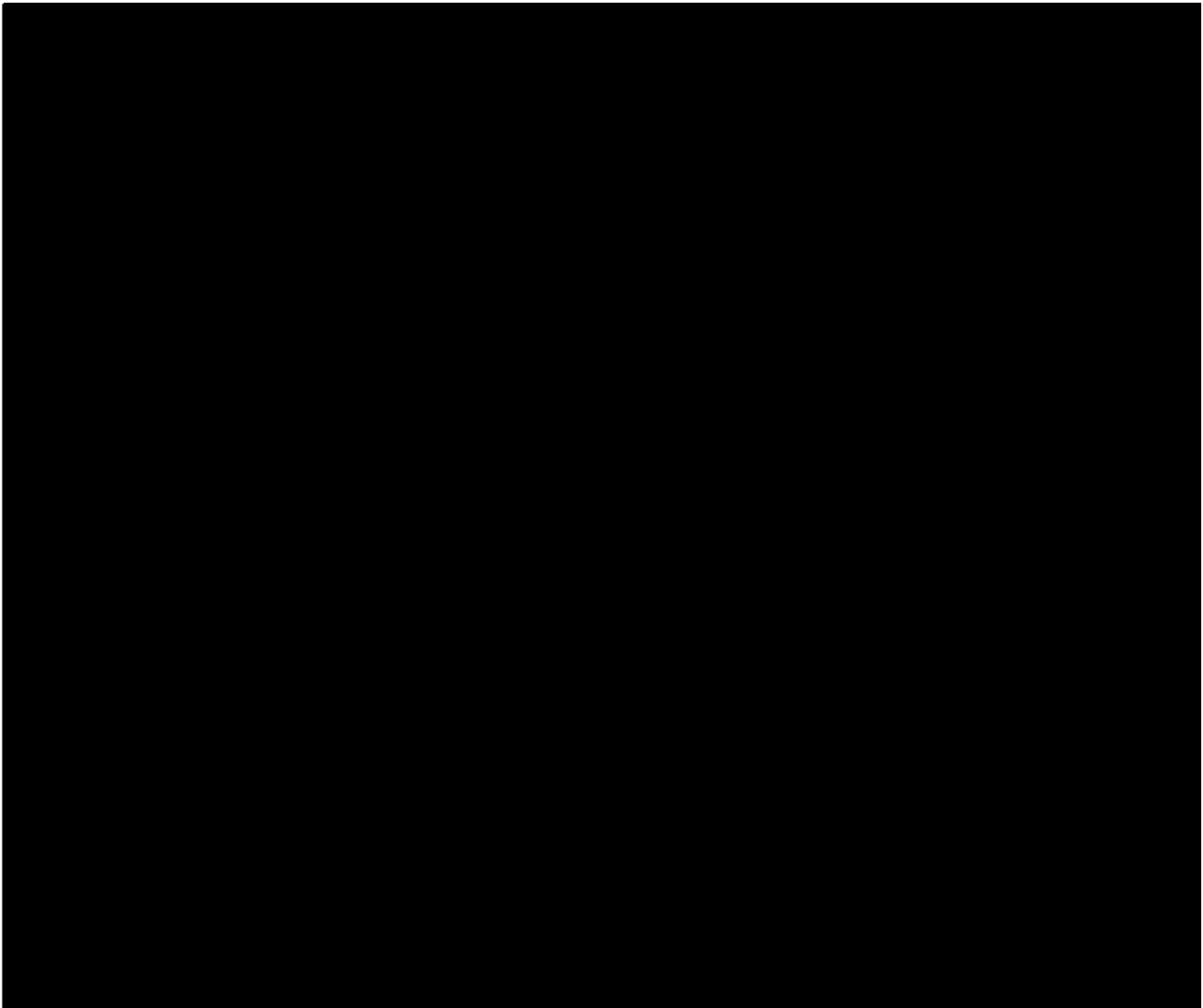


REDACTED



REDACTED

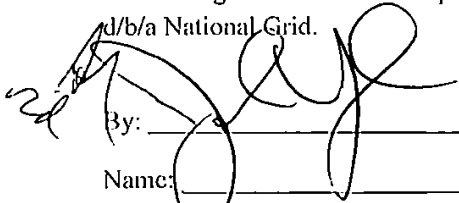




IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above.

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

Prometheus Energy Group, Inc. & affiliates

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


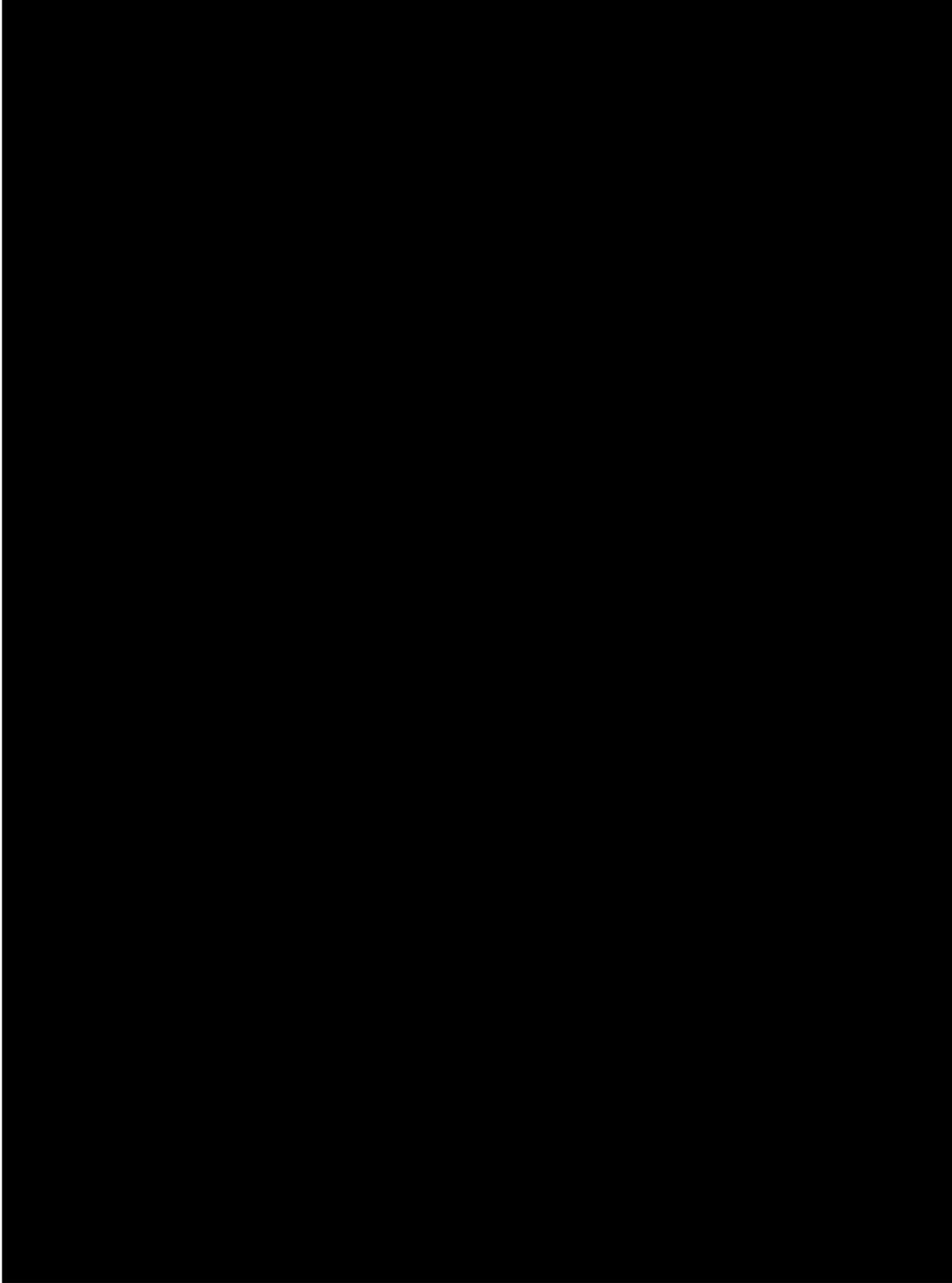
By: 
Name: Jim Aivalis
Title: COO

Exhibit A



REDACTED

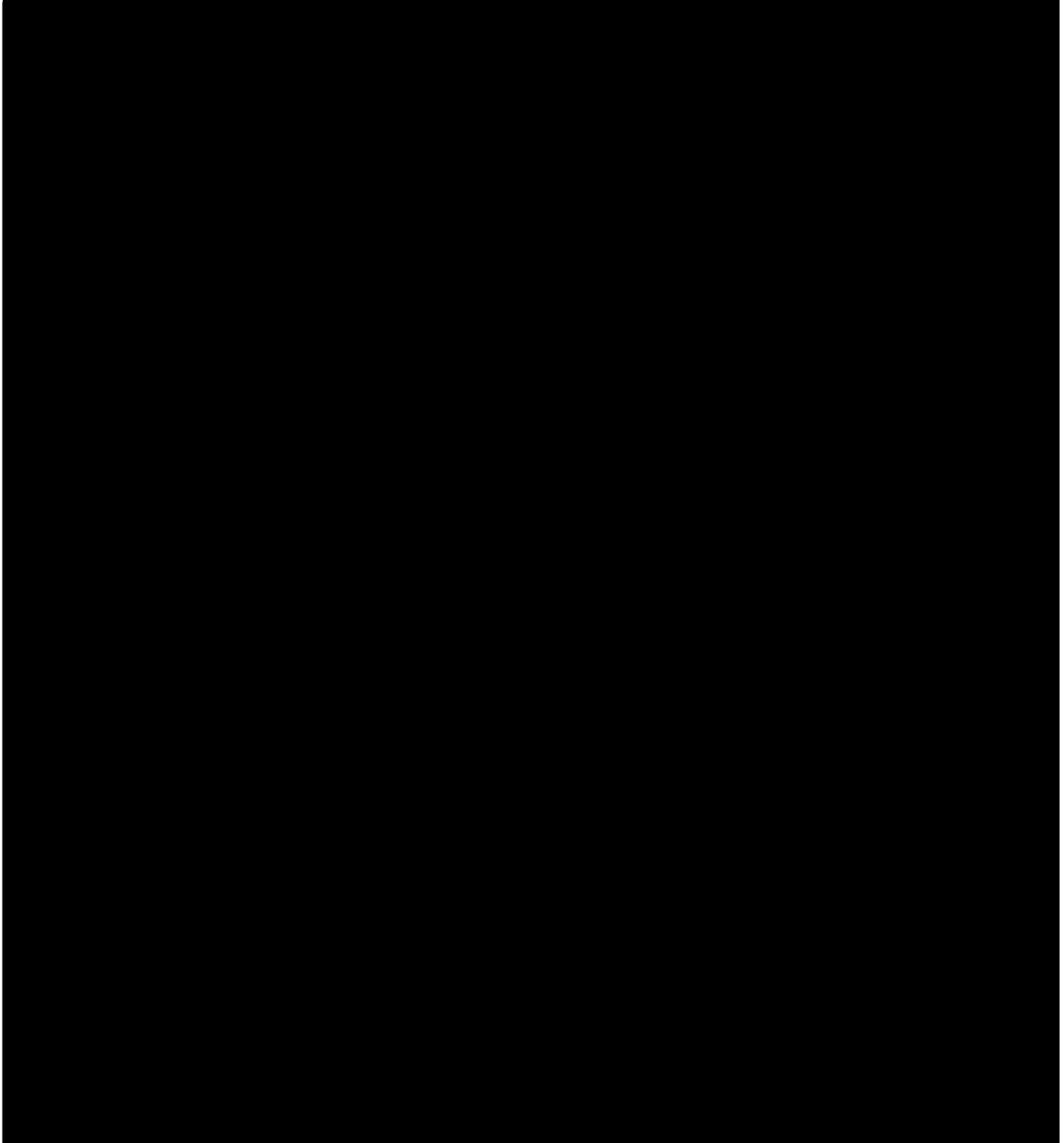
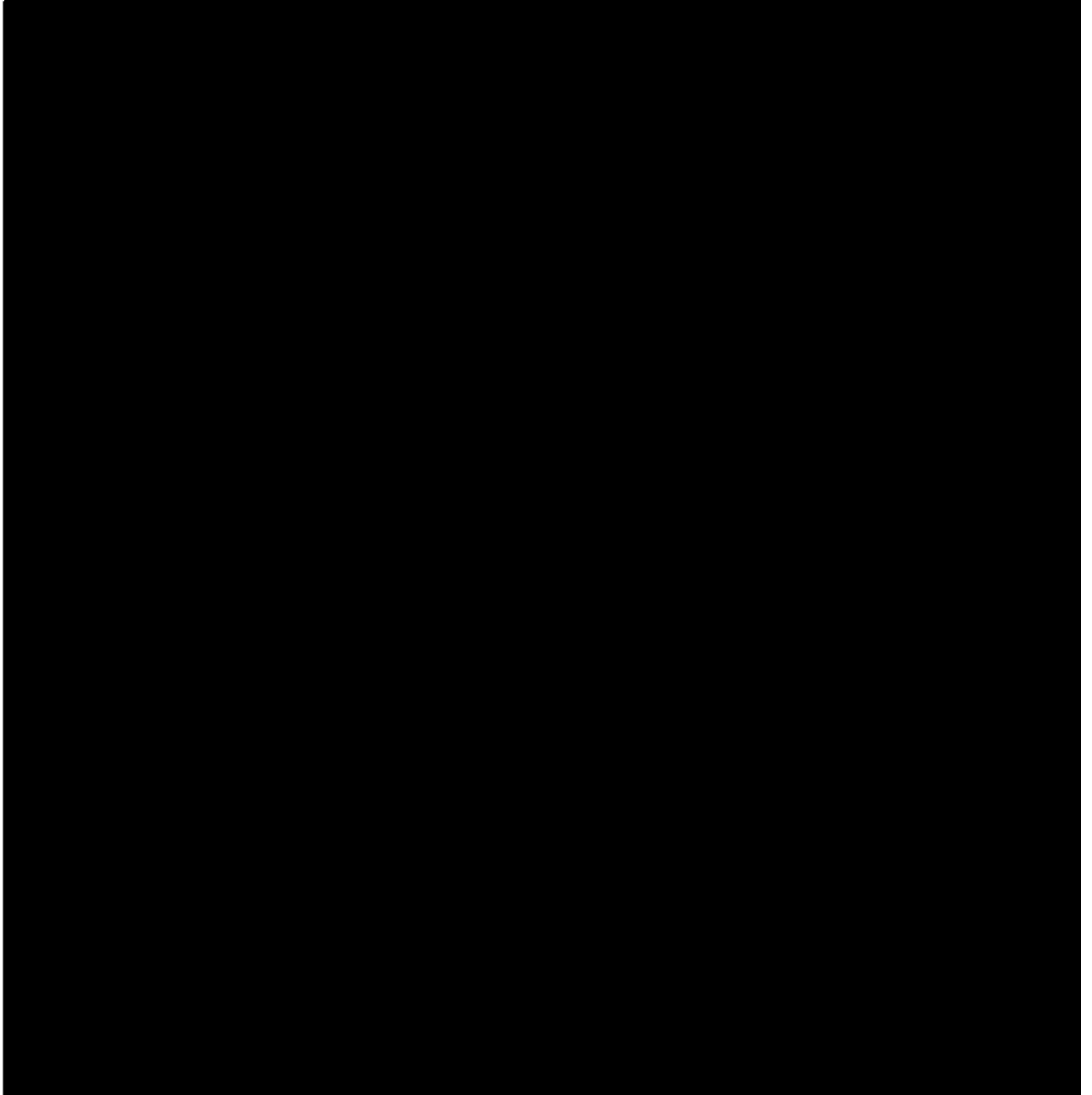


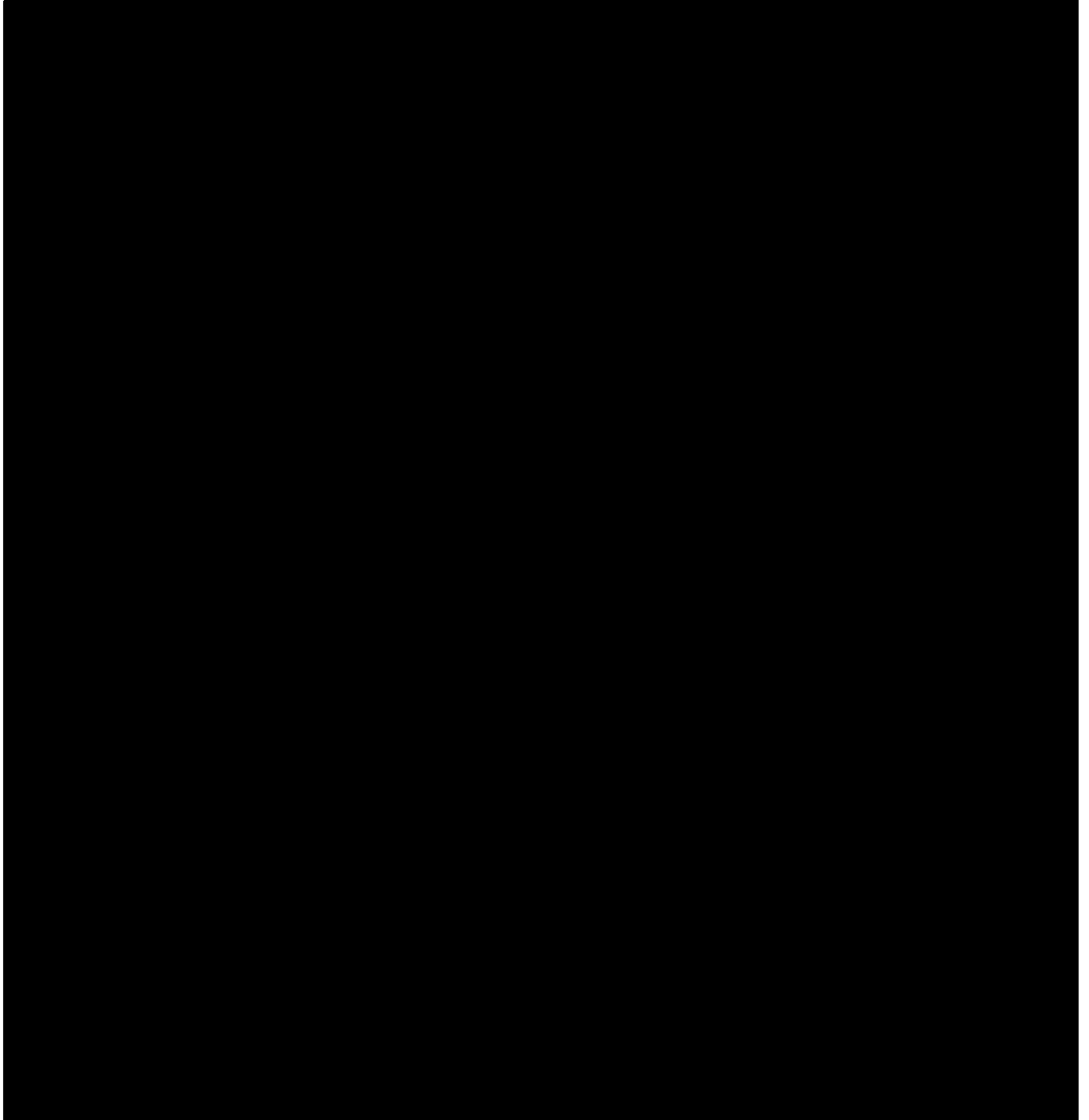
Exhibit B

Pricing



REDACTED

Exhibit C



DocuSign Envelope ID: 8D99A485-FDB9-46B2-94D6-F4F958FFCF01



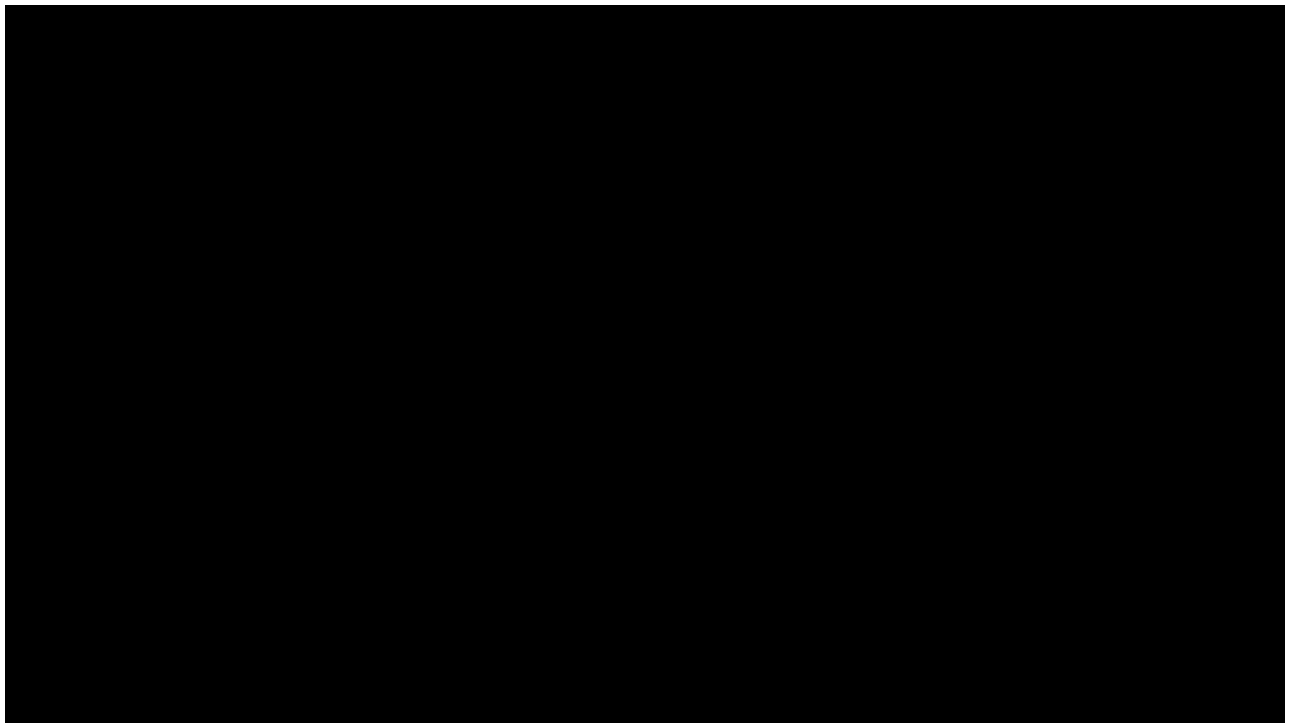
AMENDMENT NO. 1
to the
Equipment Rental and Support Services Agreement
Portsmouth, RI Location
Effective August 14, 2019
between
The Narragansett Electric Company d/b/a Rhode Island Energy
and
Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.

This Amendment No. 1 (“Amendment”) to the Equipment Rental and Support Services Agreement (“Agreement”) by and between **The Narragansett Electric Company d/b/a Rhode Island Energy** (“Customer”), and **Stabilis GDS, Inc.** (“Stabilis”) is effective September 29, 2022 (the "Effective Date"). Customer and Stabilis are hereinafter sometimes referred to individually as the “Party” or collectively as the “Parties”.

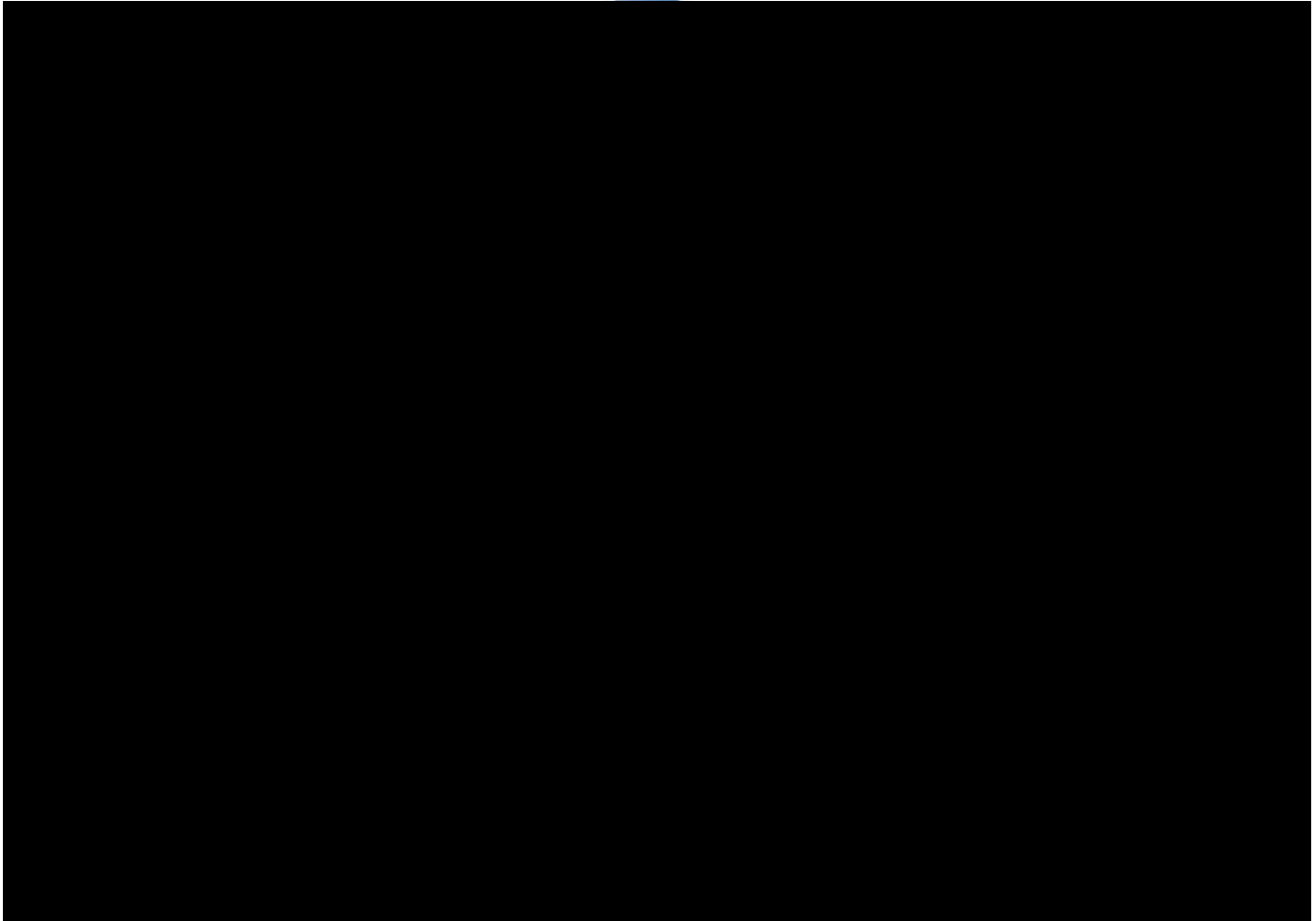
WITNESSETH

WHEREAS, The Parties have previously entered into the Agreement and wish to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stabilis and Customer, intending to be legally bound, hereby agree to amend the Agreement as follows:



DocuSign Envelope ID: 8D99A485-FDB9-46B2-94D6-F4F958FFCF01

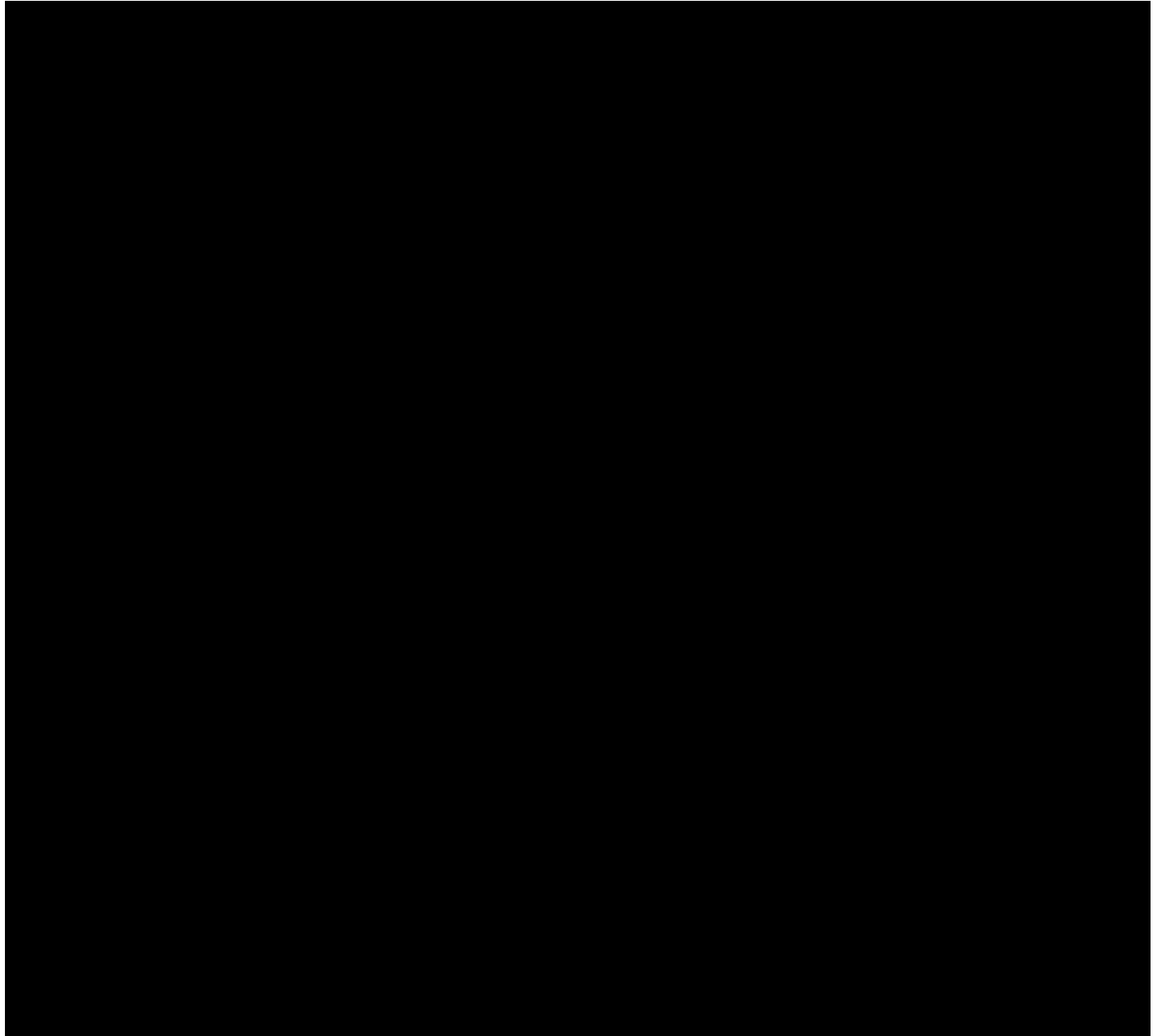


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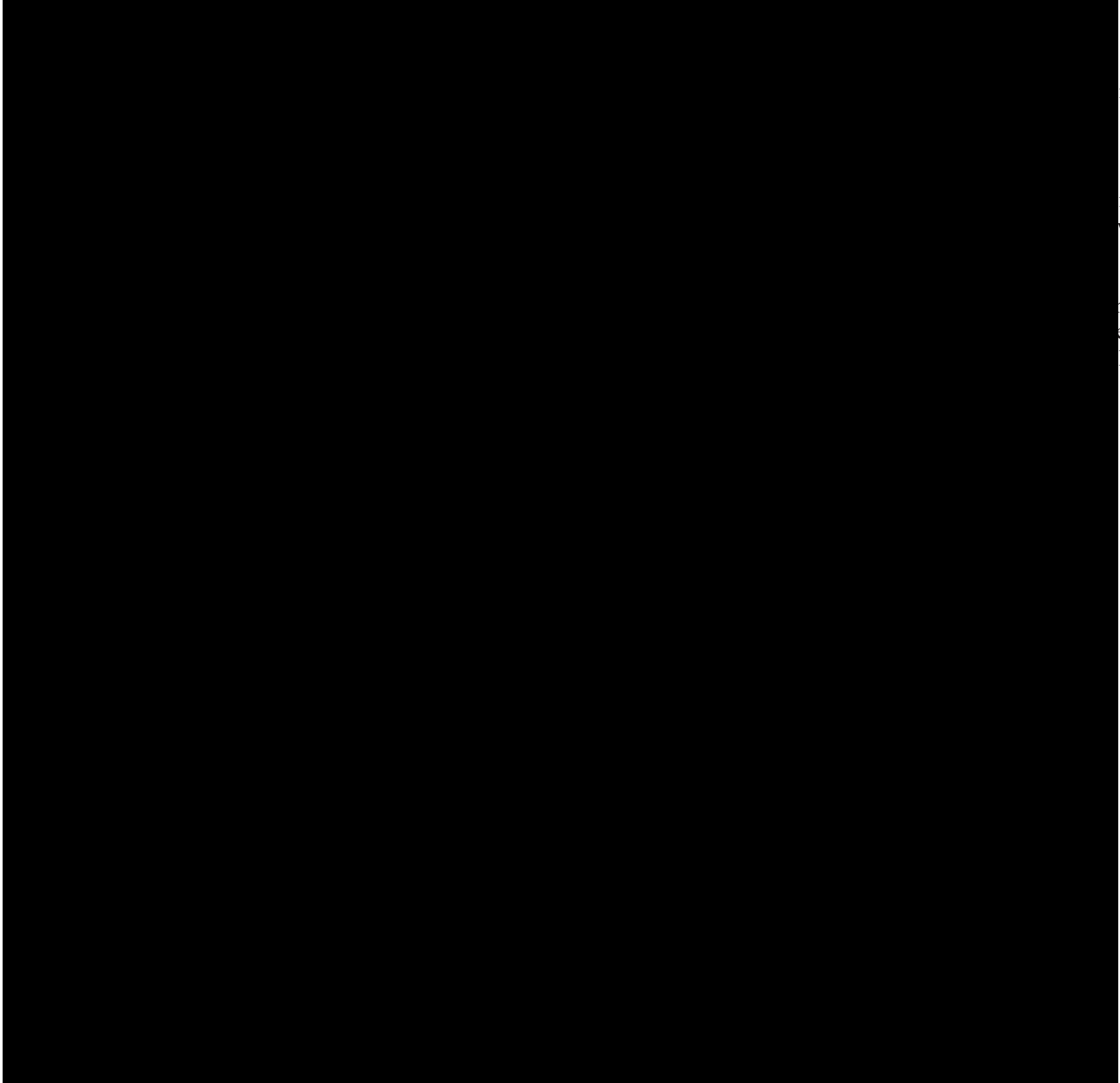


Exhibit A-

Equipment



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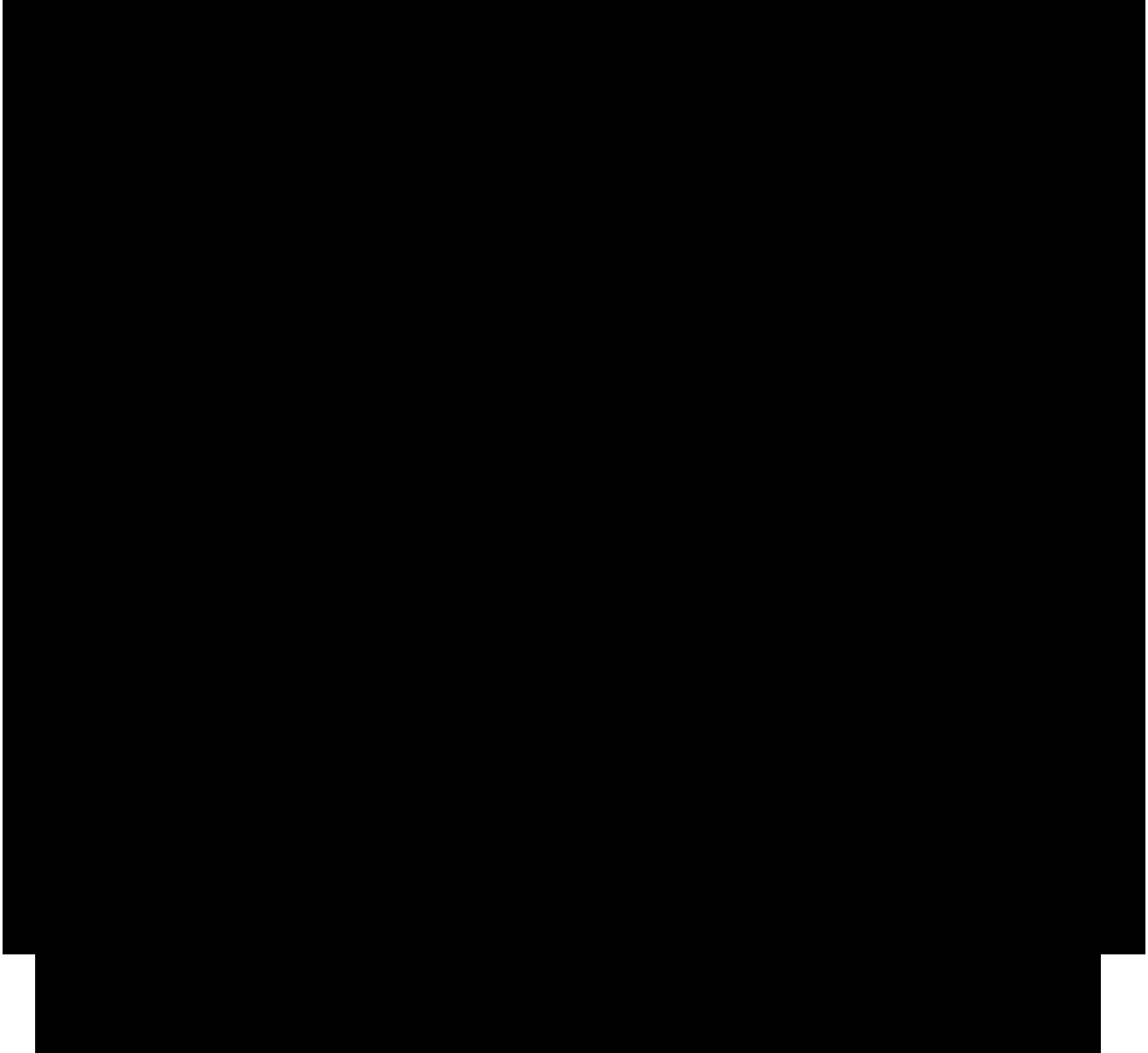


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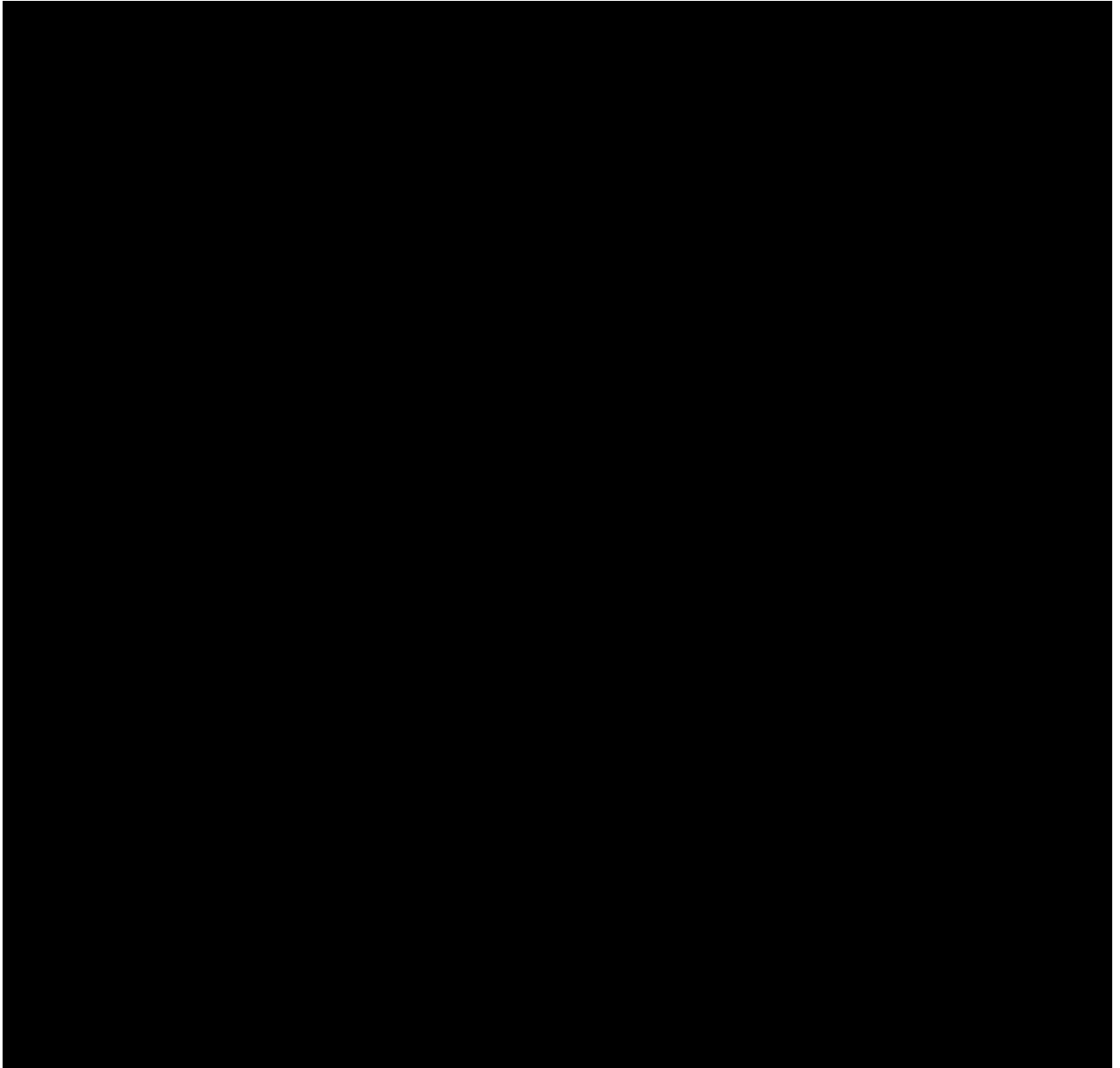
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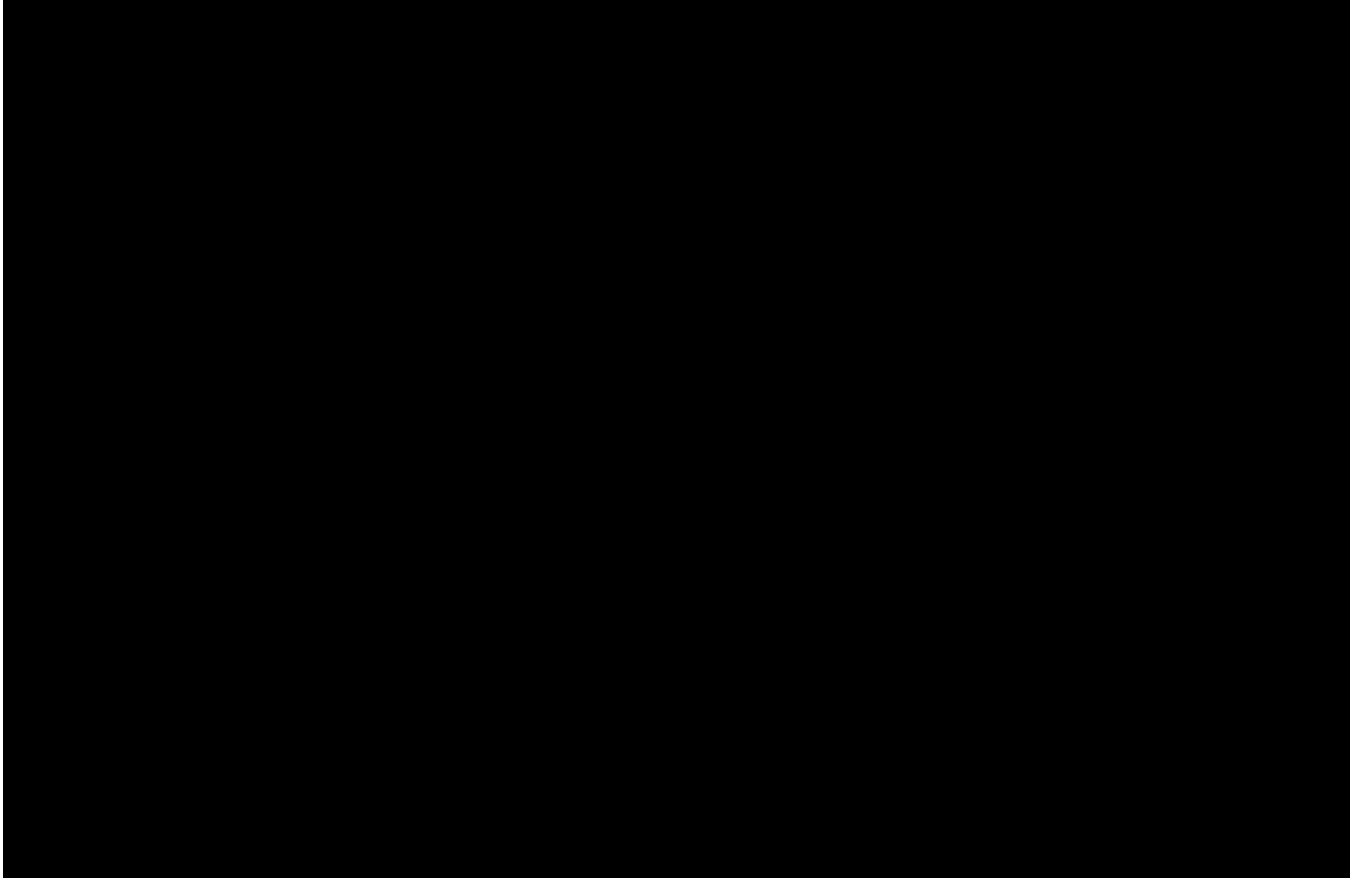
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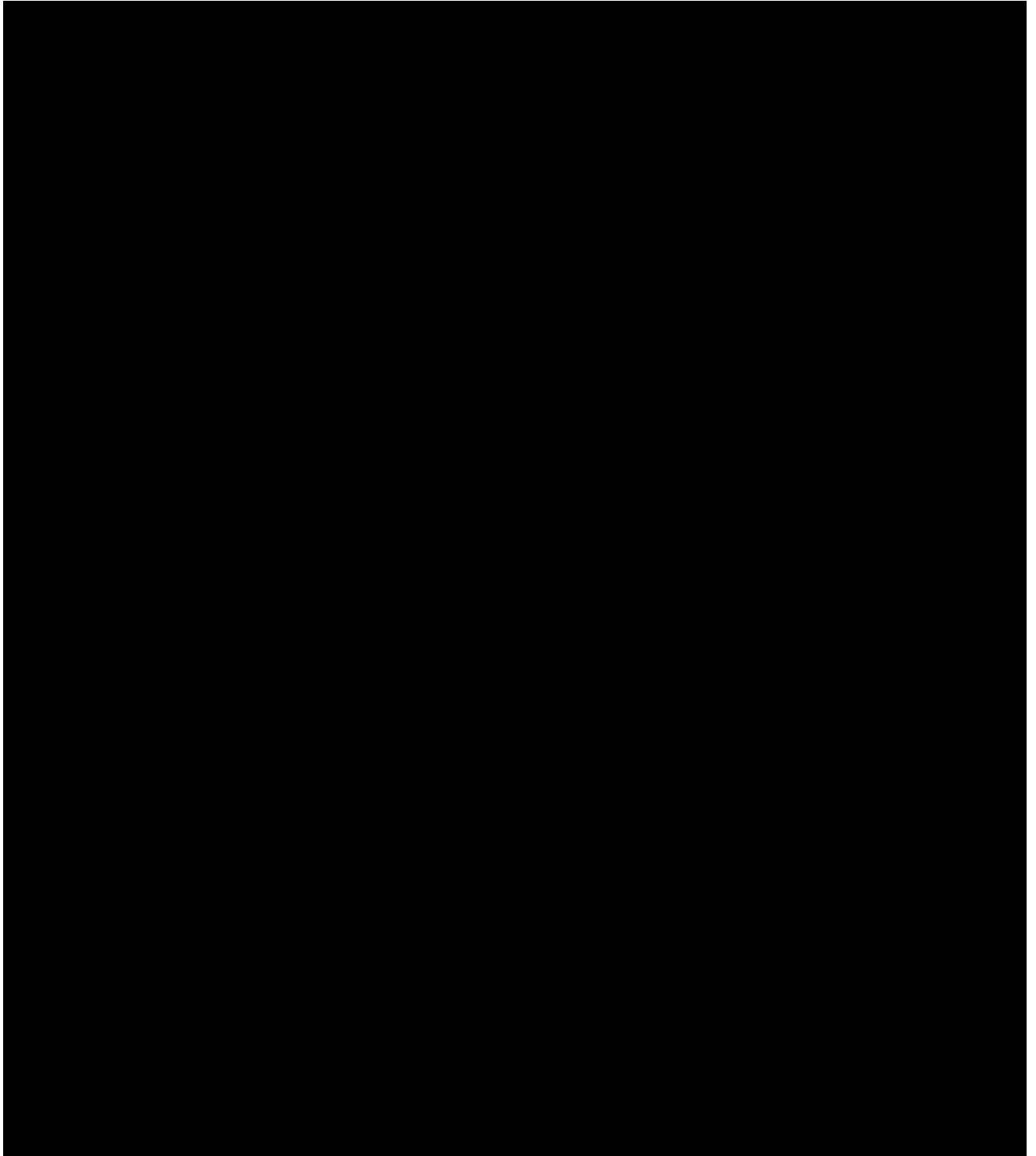
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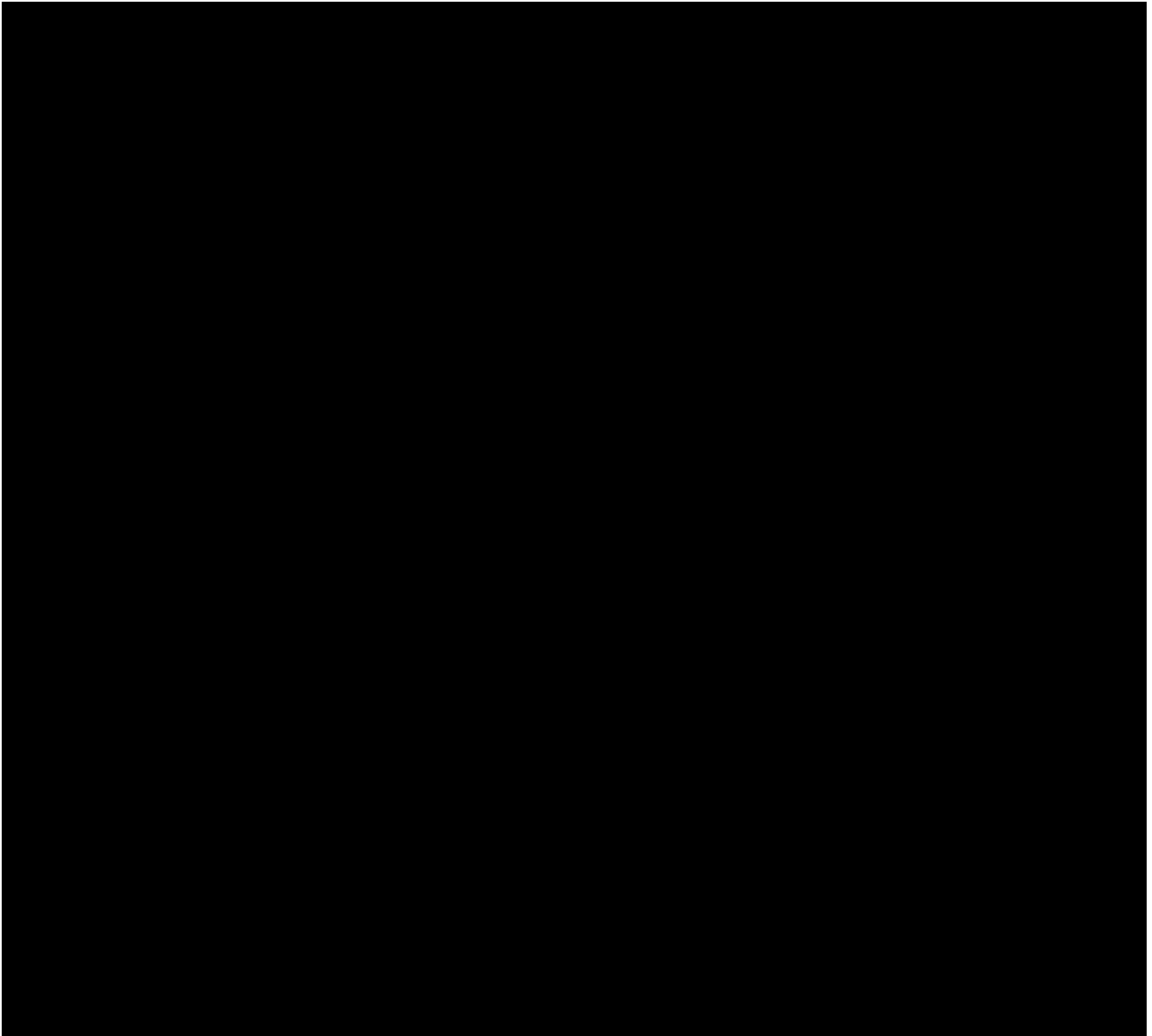
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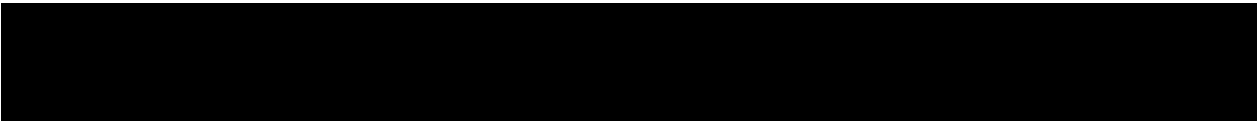
9. Exhibit C - Services is deleted in its entirety and replaced with the following:

Exhibit C-

Services



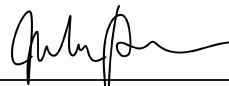
DocuSign Envelope ID: 8D99A485-FDB9-46B2-94D6-F4F958FFCF01



IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed on the date set forth above.

**The Narragansett Electric Company d/b/a
Rhode Island Energy**

Stabilis GDS, Inc.

By: 
(Signature)

By: DocuSigned by:
Matt Barclay
A8ED033A3DA94C9...

Julie Porcaro
(Printed Name)

Matt Barclay
(Printed Name)

Director - Gas Network Operations
(Title)

SVP commercial operations
(Title)

DocuSign Envelope ID: C18EF631-2342-4656-BF10-137B8C0F22FD



AMENDMENT NO. 2

to the

Equipment Rental and Support Services Agreement

Portsmouth, RI Location

Effective August 14, 2019

between

The Narragansett Electric Company d/b/a Rhode Island Energy

and

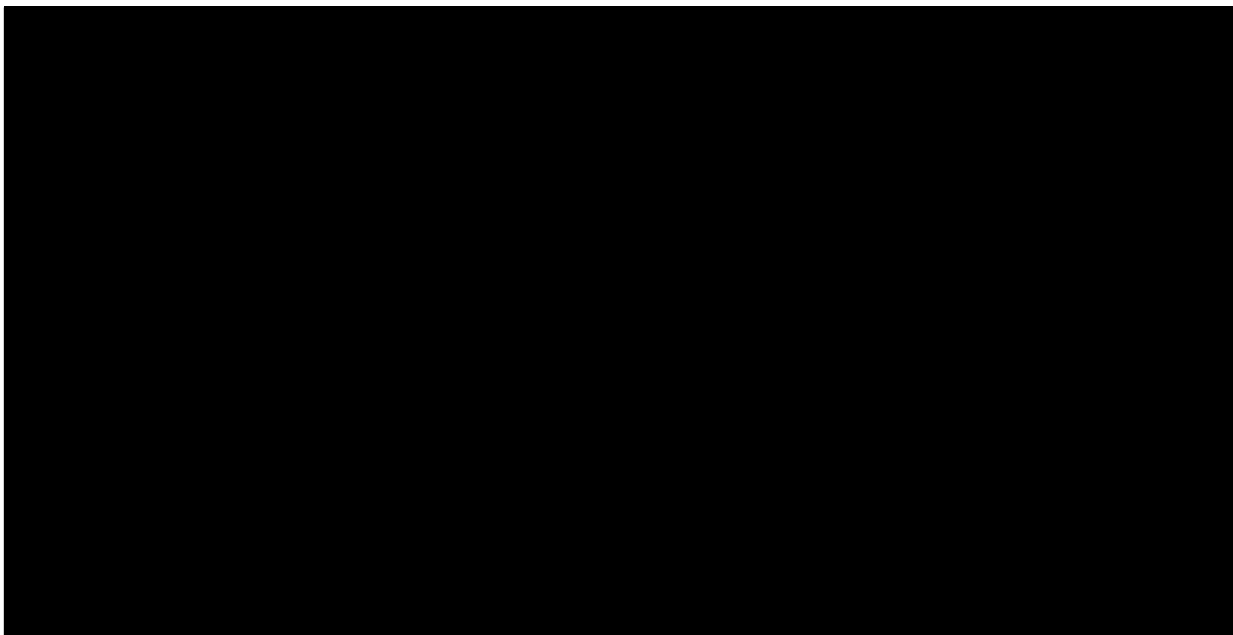
Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.

This Amendment No. 2 (“Amendment”) to the Equipment Rental and Support Services Agreement, as amended, (“Agreement”) by and between **The Narragansett Electric Company d/b/a Rhode Island Energy** (“Customer”), and **Stabilis GDS, Inc.** (“Stabilis”) is effective October 11, 2022 (the “Effective Date”). Customer and Stabilis are hereinafter sometimes referred to individually as the “Party” or collectively as the “Parties”.

WITNESSETH

WHEREAS, the Parties have previously entered into the Agreement and wish to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stabilis and Customer, intending to be legally bound, hereby agree to amend the Agreement as follows:



DocuSign Envelope ID: C18EF631-2342-4656-BF10-137B8C0F22FD



IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed on the date set forth above.

**The Narragansett Electric Company d/b/a
Rhode Island Energy**

Stabilis GDS, Inc.

By: [Signature]
(Signature)

DocuSigned by:
By: Matt Barclay
(Signature)

BRIAN KIRKWOOD
(Printed Name)

Matt Barclay
(Printed Name)

LNG MANAGER
(Title)

SVP Commercial Operations
(Title)

From: [Prag, Janet A. \(Marketing\)](#)
To: [Stateman, Maria E.](#)
Subject: Stabilis & Narragansett - Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 - Old Mill Lane, Portsmouth RI
Date: Monday, June 6, 2022 10:43:40 AM
Attachments: [image002.png](#)

Maria,

The email thread below has been entered into the Database as Amendment ID #5644 to Contract ID #5029.

Thx, Janet

Janet A. Prag
Senior Contract Specialist
Gas Contracting, Compliance & Hedging
nationalgrid
100 E. Old Country Road
Hicksville, NY 11801
T: (516) 545-5463
F: (516) 806-4449
janet.prag@nationalgrid.com

From: Michael Collins <mcollins@stabilis-solutions.com>
Sent: Friday, April 29, 2022 2:46 PM
To: Jaffe, Samara A. (Marketing) <Samara.Jaffe@nationalgrid.com>; Legal <legal@stabilis-solutions.com>
Cc: Prag, Janet A. (Marketing) <Janet.Prag@nationalgrid.com>; Arangio, Elizabeth C. <Elizabeth.Arangio@nationalgrid.com>; Borst, Megan J. (Marketing) <Megan.Borst@nationalgrid.com>
Subject: [EXTERNAL] RE: Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid and Stabilis

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button.

Samara,

Thank you for your continued support on this project. Stabilis will continue to work on the noise mitigation issues at this site with your team. The additional 500,000 scfh gas vaporizer is available for the next term if I am able to commit by May 15. After that date I have no guarantee's that it will be available for the next period of December 1, 2022 through March 31, 2023.

I look forward to working together as well. Thank you

Best Regards,

Mike

Mike Collins

Director of Sales

Stabilis Solutions

11750 Katy Freeway, Suite 900
Houston, TX 77079
Mobile Number: 203-295-5311
Corporate office Main: 832.456.6500
Toll Free: 1.866.LNG.FUEL

<https://www.stabilis-solutions.com>

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message and any disclosure, copying, or distribution of this message, or the taking of any action based on it by you is strictly prohibited

From: Jaffe, Samara A. (Marketing) <Samara.Jaffe@nationalgrid.com>

Sent: Friday, April 29, 2022 10:38 AM

To: Michael Collins <mcollins@stabilis-solutions.com>; Legal <legal@stabilis-solutions.com>

Cc: Prag, Janet A. (Marketing) <Janet.Prag@nationalgrid.com>; Arangio, Elizabeth C.

<Elizabeth.Arangio@nationalgrid.com>; Borst, Megan J. (Marketing)

<Megan.Borst@nationalgrid.com>

Subject: Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid and Stabilis

Importance: High

CAUTION: This message was sent from outside the organization. Before opening any links or attachments, check that the sender and its content are safe. If you think it is suspicious, send it as an attachment to stabilis.support@iagteam.com
Michael,

Pursuant to Section 3(a) of the Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid (herein referred to as "Narragansett") and your company for Equipment and Rental Support Services at 135 Old Mill Lane in Portsmouth, RI, Narragansett hereby provides notice that it is exercising its option to extend the Agreement for the period commencing December 1, 2022 through and including March 31, 2023.

Additionally, as our companies prepare for operations for the upcoming winter, please confirm that Stabilis is in agreement that it will continue to work with Narragansett to address and mitigate noise issues at the site related to the equipment provided. One such approach that is currently under consideration but has **not**, at this time, been accepted by Narragansett, is Stabilis's offer to use a 500,000 scfh gas vaporizer that National Grid is familiar with from another operation. Please confirm how long the offer to Narragansett on pricing for this piece of equipment will remain open until.

We look forward to continuing to work together during this final extension of the Subject Agreement.

Samara Jaffe

Director- Gas Contracting, Compliance & Hedging

100 East Old Country Road | Hicksville, NY 11801

Office: (516) 545-5408

Cell: (516) 418-9906

Email: samara.jaffe@nationalgrid.com



This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

From: [Prag, Janet A. \(Marketing\)](#)
To: [Stateman, Maria E.](#)
Subject: FW: Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid and Stabilis
Date: Friday, May 7, 2021 3:46:46 PM
Attachments: [image002.png](#)
Importance: High

Maria,

The email below extending the term of the Equipment Rental & Support Services Agreement between Prometheus n/k/a Stabilis GDS, Inc. to March 31, 2022 has been entered in the Database as Amendment ID #5359 to Contract ID #5029.

Thx, Janet

Janet A. Prag
Senior Contract Specialist
Gas Contracting, Compliance & Hedging
nationalgrid
100 E. Old Country Road
Hicksville, NY 11801
T: (516) 545-5463
F: (516) 806-4449
janet.prag@nationalgrid.com

From: Jaffe, Samara A. (Marketing)
Sent: Thursday, April 29, 2021 11:36 AM
To: Michael Collins <mcollins@stabilis-solutions.com>; legal@prometheusenergy.com
Cc: Prag, Janet A. (Marketing) <Janet.Prag@nationalgrid.com>; Carroll, MaryBeth (Marketing) <MaryBeth.Carroll@nationalgrid.com>; Arangio, Elizabeth C. <Elizabeth.Arangio@nationalgrid.com>
Subject: Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid and Stabilis
Importance: High

Michael,

To confirm our discussion, pursuant to Section 3(a) of the Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid (herein referred to as “Narragansett”) and your company for Equipment and Rental Support Services at 135 Old Mill Lane in Portsmouth, RI, Narragansett hereby provides notice that it is exercising its option to extend the Agreement for the period commencing December 1, 2021 through and including March 31, 2022. For avoidance of doubt, while Narragansett is not at this time making an election with regards to the 22/23 heating season, Narragansett is in no way waiving its right to do so with this transmittal and maintains its option to do so on or before April 30, 2022.

Additionally, as our companies prepare for operations for the upcoming winter, please confirm that Stabilis is in agreement that it will work with Narragansett to address and mitigate noise issues at the site related to the equipment provided; such effort may include Narragansett’s requiring of Stabilis that the same equipment be returned during any extensions of the Agreement as was on-site for the 20/21 heating season. In the coming months Narragansett will work with Stabilis to finalize and implement these operational requirements.

We look forward to continuing to work together on this agreement.

Samara Jaffe

Director- Gas Contracting, Compliance & Hedging

REDACTED

100 East Old Country Road | Hicksville, NY 11801

Office: (516) 545-5408

Cell: (516) 418-9906

Email: samara.jaffe@nationalgrid.com



From: [Prag, Janet A. \(Marketing\)](#)
To: [Stateman, Maria E.](#)
Subject: FW: Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid and Stabilis
Date: Friday, May 7, 2021 3:46:46 PM
Attachments: [image002.png](#)
Importance: High

Maria,

The email below extending the term of the Equipment Rental & Support Services Agreement between Prometheus n/k/a Stabilis GDS, Inc. to March 31, 2022 has been entered in the Database as Amendment ID #5359 to Contract ID #5029.

Thx, Janet

Janet A. Prag
Senior Contract Specialist
Gas Contracting, Compliance & Hedging
nationalgrid
100 E. Old Country Road
Hicksville, NY 11801
T: (516) 545-5463
F: (516) 806-4449
janet.prag@nationalgrid.com

From: Jaffe, Samara A. (Marketing)
Sent: Thursday, April 29, 2021 11:36 AM
To: Michael Collins <mcollins@stabilis-solutions.com>; legal@prometheusenergy.com
Cc: Prag, Janet A. (Marketing) <Janet.Prag@nationalgrid.com>; Carroll, MaryBeth (Marketing) <MaryBeth.Carroll@nationalgrid.com>; Arangio, Elizabeth C. <Elizabeth.Arangio@nationalgrid.com>
Subject: Notice to Extend Term Pursuant to Section 3(a) of Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid and Stabilis
Importance: High

Michael,

To confirm our discussion, pursuant to Section 3(a) of the Agreement dated August 14, 2019 between The Narragansett Electric Company d/b/a National Grid (herein referred to as “Narragansett”) and your company for Equipment and Rental Support Services at 135 Old Mill Lane in Portsmouth, RI, Narragansett hereby provides notice that it is exercising its option to extend the Agreement for the period commencing December 1, 2021 through and including March 31, 2022. For avoidance of doubt, while Narragansett is not at this time making an election with regards to the 22/23 heating season, Narragansett is in no way waiving its right to do so with this transmittal and maintains its option to do so on or before April 30, 2022.

Additionally, as our companies prepare for operations for the upcoming winter, please confirm that Stabilis is in agreement that it will work with Narragansett to address and mitigate noise issues at the site related to the equipment provided; such effort may include Narragansett’s requiring of Stabilis that the same equipment be returned during any extensions of the Agreement as was on-site for the 20/21 heating season. In the coming months Narragansett will work with Stabilis to finalize and implement these operational requirements.

We look forward to continuing to work together on this agreement.

Samara Jaffe

Director- Gas Contracting, Compliance & Hedging

REDACTED

100 East Old Country Road | Hicksville, NY 11801

Office: (516) 545-5408

Cell: (516) 418-9906

Email: samara.jaffe@nationalgrid.com



Amendment 54271000009671
 (to Contract 5029)

nationalgrid

August 10, 2021

VIA REGULAR MAIL

Stabilis GDS, Inc.
 10375 Richmond Avenue
 Suite 700700
 Houston, TX 77042
 Attn: Legal Department

Re: Equipment Rental and Support Services Agreement between The Narragansett Electric Company d/b/a National Grid and Stabilis GDS, Inc., formerly Prometheus Energy Group Inc., dated August 14, 2019 ("Agreement")

To Whom It May Concern:

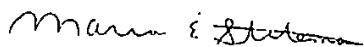
Reference is made to the Agreement identified above. Earlier this year, National Grid USA ("National Grid") announced that it had entered into an agreement with PPL Energy Holdings, LLC ("PPL"), pursuant to which PPL will acquire National Grid's electric and gas distribution business in Rhode Island through the acquisition of National Grid's wholly-owned subsidiary, The Narragansett Electric Company ("Narragansett"). Upon the closing of this transaction (the "Transaction"), PPL will acquire the outstanding shares of common stock of Narragansett, and Narragansett will become a subsidiary of PPL, subject to PPL's control resulting in a change of control for the purposes of the Agreement ("Change of Control"). The Transaction is expected to close as early as the last quarter of calendar year 2021.

In connection with the Transaction, we are providing this letter ("CoC Request Letter") to you to request that you (1) consent to the Change of Control; (2) agree that such consent satisfies (or waives) all conditions to the Change of Control required by the Agreement, or any other terms and conditions or provisions applicable thereto (including any and all notice or other procedural requirements), and that no further consent rights or obligations will be triggered by the Change of Control; (3) waive any and all rights or remedies you may have under the Agreement, or any other terms and conditions or provisions applicable thereto, as a result of the Change of Control; and (4) acknowledge and agree that the Agreement will continue in full force and effect on its current terms as of and after the date that the Change of Control occurs.



Please acknowledge your consent to the foregoing by signing this letter below and returning a copy to my attention. National Grid looks forward to the continued opportunity to transact and appreciates your cooperation with this matter. If you do not respond by this September 15, 2021, we will deem you to have granted the consents set forth in this letter. Please do not hesitate to call me with any questions at 516-545-6068 or by email at maria.stateman@nationalgrid.com.

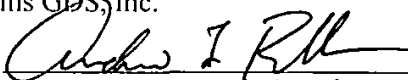
Yours truly,



Maria Stateman
National Grid
100 E. Old Country Road
Hicksville, NY 11801

AGREED TO AND ACCEPTED

Stabilis GDS, Inc.


By: 

Name: Andrew L. Pihala

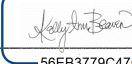
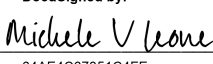
Title: SVP & CFO

Date Signed: 9/14/21

**TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY**

		Transaction Confirmation #: 1
<p>This Transaction Confirmation is subject to the Base Contract between SELLER and BUYER dated March 21, 2022. 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. The Effective Date of this Transaction Confirmation shall be that associated with execution thereof by the SELLER.</p>		
<p>SELLER: <u>UGI Energy Services, LLC</u> 835 Knitting Mills Way Wyomissing, PA 19610 Attn: Louis James Director, Business Development Phone: (610) 698-8630 Email: LJJames@ugies.com</p>	<p>BUYER and BUYER AGENT: <u>The Narragansett Electric Company (d/b/a Rhode Island Energy)</u> 280 Melrose Street Providence, RI 02907 Attn: James Stephens Director, Gas Procurement Phone: (508) 341-2487 Email: JMStephens@pplweb.com</p> <p><u>Copy To:</u> 100 E. Old Country Road Hicksville, NY 11801 Attn: Samara Jaffe Trader, BUYER AGENT Phone: (516) 490-6985 Confirmationseprm@nationalgrid.com</p>	
Delivery Period:	December 1, 2023 to March 31, 2024	
Delivery Point(s):	Primary: FOB UGIES LNG Facility @ Meshoppen, PA Secondary: FOB UGI LNG Facility @ Temple, PA	
Performance Obligation and Contract Quantity:		
<p><u>Performance Obligation:</u> <input checked="" type="checkbox"/> Firm <input type="checkbox"/> Interruptible (Describe): _____</p>		
<u>Maximum Seasonal Contract Quantity ("MSCQ"):</u> 120,000 MMBtu		
<u>Maximum Daily Quantity ("MDQ"):</u> Four (4) truckloads per weekday		
<p>Actual daily quantities/loads will be coordinated by the Parties consistent with then current delivery schedules.</p>		
<p><u>Incremental Quantity:</u> Quantities exceeding the MSCQ and MDQ shall be negotiated by the Parties on a case-by-case basis but shall be made available at the sole discretion of SELLER. Coordination of physical deliveries of the exercised quantities shall be made over the course of the Delivery Period.</p>		
Contract Price: Equal to sum of: (a) Demand Charge, and (b) Commodity Charge:		
<u>Demand Charge:</u>		
<p>_____ paid in four (4) equal monthly installments starting first month of Delivery Period. NOTE: BUYER is responsible for the Demand Charges irrespective of quantities called upon during the Delivery Period.</p>		
<u>Commodity Charge (as applicable to the actual source of LNG):</u>		
<p><u>Meshoppen, PA:</u> _____ _____ _____</p>		
<p><u>Temple, PA:</u> _____ _____ _____</p>		
Special Conditions:		
<ul style="list-style-type: none"> • LNG delivered to BUYER shall not exceed 1,100 btu/standard cubic foot. • BUYER shall provide SELLER with a minimum notice of 48 hours prior to the expected date of Deliveries. • The total liability of SELLER for claims and liabilities arising from or relating to the LNG Transaction will not exceed the total amount of the Demand Charge payable by BUYER, as is set forth above. 		

DocuSign Envelope ID: 811928AA-38F9-40CD-ACE2-F4EC09A8C95A

<p>UGI Energy Services, LLC</p> <p>DocuSigned by:  By: _____ 56EB3779C47C480...</p> <p>Name: Kelly Beaver Title: Vice President Date: 18-Jul-2023 1:25 PM EDT</p>	<p>The Narragansett Electric Company (d/b/a Rhode Island Energy)</p> <p>DocuSigned by:  By: _____ 64AE4C67351C4FE...</p> <p>Name: Michele Leone Title: Vice President Date: 20-Jul-2023 11:45 AM PDT</p>
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^{DS}
W

^{DS}
FM

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-R1 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



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. _____

Title: Authorized _____

Constellation LNG, LLC

By:  _____

Name: Ravi Ganti

Title: Vice President



TRANSACTION CONFIRMATION
 FOR IMMEDIATE DELIVERY

Letterhead/Logo	Date: September 26, 2019 Transaction Confirmation #: NSB19_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				
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:					
<ol style="list-style-type: none"> 1. <u>Commodity Rate.</u> 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. <u>Supply Demand Charge.</u> 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. <u>Pipeline Transportation Charges:</u> 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. The Commodity Rate, Supply Demand Charge and Pipeline Transportation Charges components are hereinafter collectively referred to as the "Contract Price". 					
Delivery Period: <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><u>Initial Delivery Period:</u> Begin: November 1, 2019</td> <td style="border: none; text-align: right;">End: March 31, 2022</td> </tr> <tr> <td style="border: none;"><u>Second Delivery Period:</u> Begin: November 1, 2022</td> <td style="border: none; text-align: right;">End: March 31, 2024</td> </tr> </table> <p>The Initial Delivery Period and Second Delivery Period collectively referred to as the "Delivery Period" herein.</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
<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				

Performance Obligation and Contract Quantity: Firm Gas service.

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

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.

Special Conditions:

Conditions Precedent:

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.

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.

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 .

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.

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]

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]

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]

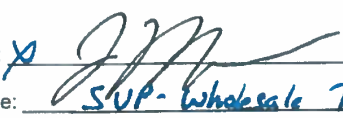
Dodd-Frank Compliance: The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction

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.

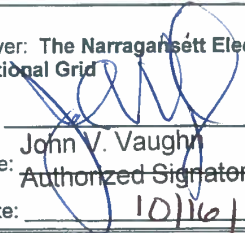
Document Conflict. In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) Special Provisions, and (iii) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this provision.

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.

Seller: Constellation LNG, LLC

By: X 
Title: SVP- Wholesale Trading
Date: 9/26/19

Buyer: The Narragansett Electric Company d/b/a National Grid

By: 
Title: John V. Vaughn
Authorized Signatory
Date: 10/16/2019

2019

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



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

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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 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Division 1-15

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
In Re: Gas Long-Range Resource and Requirements Plan
For the Forecast Period 2023/24 to 2027/28
Responses to the Division's First Set of Data Requests
Issued on July 12, 2023

Redacted
Division 1-16

Request:

Please provide a breakdown of the monthly LNG-related costs that the Company anticipates incurring during the period November 2023 through October 2024 and the LNG-related costs to be recovered from GCR, FT-1, and FT-2 customers. The breakdown should include costs by:

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

Response:

- (a) through (d)

Please see the table below.

<u>Contract</u>	<u>Area Served</u>	<u>Type</u>	<u>Volume</u>		<u>Notes</u>
NGLNG Liquefaction	LNG Tanks	Liquefaction	2,616		Liquefaction Reservation
NGLNG Liquefaction	LNG Tanks	Liquefaction	2,616		Transportation Reservation
NGLNG Liquefaction	LNG Tanks	Liquefaction	2,616		Variable Charge
Northeast Energy Center Liquefaction	LNG Tanks	Liquefaction	1,780		Liquefaction Reservation - Expected In Service Sept 2023
Northeast Energy Center Liquefaction	LNG Tanks	Liquefaction	1,780		Liquefaction Usage Charge
Northeast Energy Center Liquefaction	LNG Tanks	Liquefaction	1,780		Truck Loading Charge
GazMetro Summer Refill	LNG Tanks	Supply	125,000		Only for November 2023
GazMetro Trucking	LNG Tanks	Trucking	125,000		Pay for Commodity as used
Estimated Winter Refill Deal	Portables & LNG Tanks	Supply	120,000		December 2023 - March 2024

- (e) Total costs for the various contracts are dependent on volumes used and, therefore, are not included in the table above.

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.

Prepared by or under the supervision:
Megan Borst (Pursuant to the Transition Services Agreement) and James M. Stephens

The Narragansett Electric Company
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Division 1-17

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. In addition, please provide daily deliveries to the Company's citygate on behalf of FT-1 customers and the consumption of FT-1 for the months of December 2022 through February 2023. Also provide daily HDD for the months of December 2022 through February 2023.

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.

Please see Attachment Division 1-17-1 for daily deliveries to the Company's citygate on behalf of FT-1 customers and the consumption of FT-1 for the months of December 2022 through February 2023.

Please see Attachment Division 1-17-2 for the Daily HDD, from Providence for the months of December 2022 through February 2023.

FT-1 Customer Deliveries and Consumption

December	Delivery Total	Consumption Total	January	Delivery Total	Consumption Total	February	Delivery Total	Consumption Total
12/1/2022	40,775	37,661	1/1/2023	25,935	27,750	2/1/2023	44,290	40,510
12/2/2022	33,786	31,762	1/2/2023	28,041	30,897	2/2/2023	39,595	38,478
12/3/2022	29,300	28,643	1/3/2023	27,257	30,443	2/3/2023	45,818	41,963
12/4/2022	36,501	35,566	1/4/2023	28,112	30,418	2/4/2023	39,557	37,214
12/5/2022	36,152	33,133	1/5/2023	35,137	33,694	2/5/2023	34,826	31,931
12/6/2022	26,823	28,817	1/6/2023	34,798	34,510	2/6/2023	38,997	34,574
12/7/2022	27,023	28,371	1/7/2023	37,951	33,061	2/7/2023	38,163	33,886
12/8/2022	35,662	33,938	1/8/2023	39,503	35,432	2/8/2023	35,796	34,332
12/9/2022	38,857	35,820	1/9/2023	41,353	36,176	2/9/2023	31,555	29,718
12/10/2022	37,249	36,493	1/10/2023	41,760	37,657	2/10/2023	31,318	28,381
12/11/2022	38,994	38,854	1/11/2023	41,756	37,490	2/11/2023	37,487	31,405
12/12/2022	44,084	40,943	1/12/2023	34,142	30,981	2/12/2023	36,765	30,729
12/13/2022	44,942	39,061	1/13/2023	30,604	30,944	2/13/2023	35,124	33,445
12/14/2022	44,105	39,504	1/14/2023	36,831	35,158	2/14/2023	32,401	30,744
12/15/2022	39,330	35,278	1/15/2023	38,230	37,229	2/15/2023	26,223	25,536
12/16/2022	37,384	33,532	1/16/2023	39,102	37,649	2/16/2023	24,800	23,626
12/17/2022	38,372	33,609	1/17/2023	32,312	31,022	2/17/2023	36,349	30,615
12/18/2022	40,469	36,573	1/18/2023	29,706	30,564	2/18/2023	35,212	30,616
12/19/2022	42,494	38,722	1/19/2023	33,189	32,648	2/19/2023	31,984	26,604
12/20/2022	43,815	38,783	1/20/2023	38,203	35,396	2/20/2023	32,838	27,838
12/21/2022	43,415	38,463	1/21/2023	38,280	34,930	2/21/2023	35,137	34,866
12/22/2022	34,753	32,172	1/22/2023	36,734	34,566	2/22/2023	33,225	35,768
12/23/2022	41,963	36,910	1/23/2023	39,576	39,296	2/23/2023	37,372	37,376
12/24/2022	41,188	36,420	1/24/2023	39,576	38,267	2/24/2023	39,671	35,961
12/25/2022	39,901	34,184	1/25/2023	37,309	32,199	2/25/2023	37,738	35,520
12/26/2022	40,346	34,103	1/26/2023	37,220	33,411	2/26/2023	39,521	37,199
12/27/2022	44,671	38,067	1/27/2023	37,473	32,587	2/27/2023	39,796	38,251
12/28/2022	41,786	33,592	1/28/2023	33,873	28,599	2/28/2023	39,447	37,546
12/29/2022	35,267	30,556	1/29/2023	33,742	28,535			
12/30/2022	30,915	26,234	1/30/2023	37,000	30,947			
12/31/2022	24,113	24,704	1/31/2023	41,495	38,815			

All data in Dth

Attachment 2 to DIV 1-17

Date	Providence HDD	Date	Providence HDD	Date	Providence HDD
12/1/2022	29	1/1/2023	23	2/1/2023	39
12/2/2022	23	1/2/2023	26	2/2/2023	34
12/3/2022	19	1/3/2023	21	2/3/2023	62
12/4/2022	32	1/4/2023	21	2/4/2023	47
12/5/2022	25	1/5/2023	27	2/5/2023	27
12/6/2022	13	1/6/2023	31	2/6/2023	29
12/7/2022	11	1/7/2023	30	2/7/2023	30
12/8/2022	24	1/8/2023	35	2/8/2023	27
12/9/2022	27	1/9/2023	29	2/9/2023	18
12/10/2022	33	1/10/2023	33	2/10/2023	19
12/11/2022	37	1/11/2023	32	2/11/2023	30
12/12/2022	38	1/12/2023	16	2/12/2023	25
12/13/2022	33	1/13/2023	22	2/13/2023	26
12/14/2022	31	1/14/2023	33	2/14/2023	25
12/15/2022	25	1/15/2023	33	2/15/2023	10
12/16/2022	25	1/16/2023	32	2/16/2023	11
12/17/2022	29	1/17/2023	22	2/17/2023	29
12/18/2022	31	1/18/2023	23	2/18/2023	31
12/19/2022	31	1/19/2023	28	2/19/2023	19
12/20/2022	33	1/20/2023	33	2/20/2023	18
12/21/2022	35	1/21/2023	33	2/21/2023	29
12/22/2022	19	1/22/2023	30	2/22/2023	29
12/23/2022	39	1/23/2023	34	2/23/2023	32
12/24/2022	51	1/24/2023	31	2/24/2023	41
12/25/2022	44	1/25/2023	22	2/25/2023	44
12/26/2022	37	1/26/2023	27	2/26/2023	33
12/27/2022	37	1/27/2023	31	2/27/2023	34
12/28/2022	27	1/28/2023	25	2/28/2023	32
12/29/2022	24	1/29/2023	20		
12/30/2022	18	1/30/2023	25		
12/31/2022	16	1/31/2023	36		

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Division 1-18

Request:

For the five coldest non-weekend/holiday days during the winter of 2022/23, please provide an analysis that demonstrates the design day forecast models developed in the 2023 Long-Range Plan produced a reasonable estimate of planning load and total sendout on these five days. Provide supporting calculations.

Response:

Note that the 2022-23 winter was very mild overall and the coldest days all occurred, at least in part, on weekends.

In the table below, the Company presents the five coldest non-holiday weekdays of the 2022-23 winter, the observed HDD, and the backcasted versus actual volumes with the volumetric and percent variances for total sendout. The backcasted values are predicted values based on the observed actual HDDs. The backcasted values are all within a reasonable margin of error with a mean absolute percentage error (MAPE) of 3.2%. As a note, the Company considers Friday to be a partial weekend for modeling purposes as part of gas day Friday occurs on Saturday.

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	21,839	18,209
Fri 24 Feb 2023	41	16,285	14,420
Wed 1 Feb 2023	39	16,709	14,455
Mon 12 Dec 2022	38	16,698	14,646
Tue 27 Dec 2022	37	16,740	14,302

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	25,773	23,501
Fri 24 Feb 2023	41	20,788	21,360
Wed 1 Feb 2023	39	21,072	20,578
Mon 12 Dec 2022	38	21,089	20,176
Tue 27 Dec 2022	37	21,159	20,199

Prepared by or under the supervision: Tim Jones, Stuart Wilson, and Theodore Poe, Jr.
(Pursuant to the Transition Services Agreement)

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	-	-
Fri 24 Feb 2023	41	2,807	-
Wed 1 Feb 2023	39	3,599	5,304
Mon 12 Dec 2022	38	3,594	6,121
Tue 27 Dec 2022	37	3,546	3,566

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

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>
Fri 3 Feb 2023	62	329,865	341,237
Fri 24 Feb 2023	41	221,186	219,355
Wed 1 Feb 2023	39	213,080	202,987
Mon 12 Dec 2022	38	212,186	202,477
Tue 27 Dec 2022	37	212,187	206,496

Table 5: Backcasted vs. Actual Total Sendout Volume (Dth)

	<u>HDD</u>	<u>Backcasted</u>	<u>Actual</u>	<u>Error</u>	<u>% Error</u>
Fri 3 Feb 2023	62	377,477	382,946	5,469	1.4%
Fri 24 Feb 2023	41	261,067	255,135	-5,932	-2.3%
Wed 1 Feb 2023	39	254,460	243,324	-11,136	-4.6%
Mon 12 Dec 2022	38	253,567	243,420	-10,147	-4.2%
Tue 27 Dec 2022	37	253,633	244,563	-9,070	-3.7%

Please see Attachment Division 1-18 provided in Excel format for the regression equations used and calculations performed to respond to this data request.

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Attachment Division 1-18

The Company provided the above-referenced attachment in Excel Format.

Division 1-19

Request:

Reference Exhibit 2, page 1. Please explain the implication of the numbers presented in this Exhibit for the Company's 2023-2024 contracting planning and decision-making process.

Response:

Exhibit 2, page 1 illustrates that the Company requires all of the resources in the gas supply portfolio to meet the forecasted design hour demand. As such, the Company has contracted for sufficient resources including:

- Pipeline capacity and storage
- Firm gas supplies
- Asset management arrangements
- LNG summer and winter refill
- LNG trucking
- Portable LNG equipment and services

With respect to decision-making, these gas supply resources will be dispatched in a least cost manner with a focus on maintaining a level of resource availability to meet forecasted design winter and design day load requirements.

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Division 1-20

Request:

Reference Exhibit 8 and Exhibit 2, page1. Please reconcile the totals reflected on Exhibit 8 with the contract quantities reflected in Exhibit 2, column 5.

Response:

The totals reflected on Exhibit 8 are contract volumes for system gas, whereas the volumes shown in Exhibit 2 are contract volumes for company system gas plus additional volumes brought into the distribution for non-system gas customers, capacity exempt and firm transportation.

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Division 1-21

Request:

Please identify normal monthly winter HDD and design winter HDD. Provide the analysis supporting the design winter HDD.

Response:

The Company's monthly distribution of normal heating degree days (HDD) are reproduced below from the table provided on page 11 of the Company's 'Long-Range Resource and Requirements Plan Forecast Period 2023/24 to 2027/28' submission. In addition, the corresponding design year HDD is provided in the table.

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

In Section III.E.2.b of the Company's 'Long-Range Resource and Requirements Plan Forecast Period 2023/24 to 2027/28' 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 1-21-1 which is a copy of the Company's response to Information Request DIV-1-17 in Docket 4816 which further describes the Company's Design Year standard.

Prepared by or under the supervision: Tim Jones, Stuart Wilson, and Theodore Poe, Jr.
(Pursuant to Transition Services Agreement)

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Refer to Attachment Division 1-21-2 for a copy of the Excel spreadsheet referred to in Attachment Division 1-21-1 as 'Attachment DIV 1-17-1' used to model daily sendout.

Refer to Attachment Division 1-21-3 for a copy of the Excel spreadsheet referred to in Attachment Division 1-21-1 as 'Attachment DIV 1-17-2' used to support its Design Year standard. The charts referred to in Attachment Division 1-21-1 can be found as part of Attachment Division 1-21-3.

Also, refer to Attachment Division 1-21-4 which is a copy of the Company's response to Information Request DIV-1-18 in Docket 4816 which further describes portions of the development of the Company's Design Year standard.

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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

Prepared by or under the supervision of: Theodore E. Poe, Jr.

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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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Attachments Division 1-21-2 & 1-21-3

The Company provided the above-referenced attachments in Excel Format.

The Narragansett Electric Company
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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.

Division 1-22

Request:

Reference Section IV.C.3.a. of the 2023 Long-Range Plan.

- a. Please confirm that the Company's permanent on-system LNG facility is the Exeter facility, and the Providence facility is operated by National Grid LNG. If this is not correct, please revise this statement accordingly;
- b. Please explain why Exhibit 15, page 1, does not identify design day quantities consistent with the table on page 21;
- c. Please explain if the Exeter and/or Providence facility are filled by the GazMetro contract;
- d. Please identify all other means used by the Company to fill the Exeter and Providence facilities. Where applicable, identify the applicable pipeline;
- e. Please identify the percentage of gas which is used to liquify gas for injection into the Exeter and Providence facility and the percentage of gas which is used to vaporize gas for withdrawals;
and
- f. Please explain how the Exeter and Providence facility vaporized LNG supplies are delivered to the citygate.

Response:

For ease of review and to provide appropriate context for the responses below, the Company has replicated the table on page 21 from Section IV.C.3.a of the 2023 Long-Range Plan below.

Location	Facility Type	Maximum Vaporization (Dth per day)	Gross Storage Capacity (Dth)
Providence	LNG	95,000	600,000
Exeter	LNG	24,000	202,000
Total	LNG	119,000	802,000

Division 1-22, Page 2

- a. Confirmed. The Exeter facility listed in the table above is the Company's permanent on-system LNG storage and vaporization facility; and the Company is a storage, vaporization, and liquefaction customer of the Providence facility that is owned and operated by National Grid.
- b. The volumes listed on Exhibit 15, page 1 and in the table on page 21 are equivalent volumes albeit different units. Specifically, the units for Exhibit 15 are BBTu while the units in Table 2 are Dth.
- c. Yes, the current GazMetro contract is used to refill the Company's storage capacity at the Providence and Exeter LNG facilities.
- d. Currently, the Company has two options to refill its storage capacity at the Providence and Exeter LNG facilities.

The first option for LNG refill is via truck LNG. The second option for LNG refill is by using the liquefaction service at Providence LNG facility, which is fed by deliveries from the Algonquin Gas Transmission System.

- e. For the Company's liquefaction service at the Providence LNG facility, there is a fuel charge of \$1.2397 per Dth.. For the Exeter LNG facility, the percentage of gas used in the vaporization process is approximately 2.7% based on the vaporization rate of 750 Dth/hr and vaporizer nameplate maximum consumption rate of 20.4115 Dth/hr.
- f. Vaporized LNG at both the Providence and Exeter LNG facilities is not delivered to the citygate but delivered directly into the Company's distribution system.

Division 1-23

Request:

Reference Section IV.C.3.c of the 2023 Long-Range Plan. Please explain how the fixed and variable costs associated with the contracts serving Cumberland and Aqueduct (sic) Island are recovered, and why this is reasonable.

Response:

Historically, the equipment rental costs, LNG trucking costs, costs for contract personnel, and commodity costs for the contracts serving Cumberland and Aquidneck Island are costs of firm gas reasonably recovered via the Company's approved Gas Cost Recovery (GCR) factor. This treatment is consistent with the GCR clause of the Company's Gas Tariff, R.I.P.U.C. NG-GAS No. 101, Section 2, Schedule A (the "Gas Tariff") which is intended to permit recovery of, "...all costs of firm gas, including, but not limited to, commodity costs, demand charges, hedging and hedging related costs, local production and storage costs and other gas supply expense incurred to procure and transport supplies..." The costs recovered include a Supply Fixed Cost Component which is defined to "include all fixed costs related to the purchase, storage, or delivery of firm gas, including, but not limited to, pipeline and supplier fixed reservation costs, demand charges, operation and maintenance costs for storage facilities and other fixed gas supply expense incurred to transport or store supplies, transportation fees..." Gas Tariff, Section 2, Schedule A, § 3.1. The costs recovered also include a Supply Variable Cost Component which is defined to "include all variable costs of firm gas, including, but not limited to, commodity costs, taxes on commodity and other gas supply expense incurred to transport supplies, transportation fees, and requirements for purchased gas working capital, storage commodity costs, taxes on storage commodity and other gas storage expense incurred to transport supplies..." Gas Tariff, Section 2, Schedule A, § 3.2.

Other expenses associated with these operations are not "costs associated with the contracts serving Cumberland and [Aquidneck] Island" and considered operating expenses (OPEX) reasonably recovered via the Company's base rates.

Going forward with respect to the Cumberland facility, the Company recently determined that overall costs would decrease if it purchased its own LNG storage and vaporization equipment. The revenue requirement for this capital investment is included in the Company's approved FY 2024 Infrastructure, Safety, and Reliability (ISR) Plan revenue requirement and takes the place of equipment rental costs recovered through the GCR. Hence, this investment is reasonably recovered via the Company's ISR factor due to its inclusion in the Company's approved FY 2024 ISR Plan revenue requirement. For other costs of mobile LNG operations that are not

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 2023/24 to 2027/28
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Issued on July 12, 2023

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impacted by the purchase of LNG equipment, such as commodity costs, LNG trucking costs, and other expenses, the Company would continue to recover those costs in the same manner as described above (i.e., via the GCR for costs of firm gas or base rates for operating expenses).

For Aquidneck Island, the Company plans to continue to contract for LNG services until the Energy Facility Siting Board (EFSB) issues its ruling as detailed in the Long-Range Plan. As such, recovery of costs associated with Aquidneck Island will continue to be recovered in the historical manner described above (i.e., via the GCR for costs of firm gas or base rates for operating expenses). If approval is granted by EFSB, the Company plans to initiate a similar capital investment approach to perform site work and purchase the necessary LNG vaporization and storage equipment. If that occurs, the going forward cost recovery mechanisms described above for Cumberland would also apply to Aquidneck Island.

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Joanne M. Scanlon

August 4, 2023
Date

Docket No. 22-06--NG – The Narragansett Electric Co. d/b/a Rhode Island Energy – Gas Long-Range Resource and Requirements Plan Service List as of 8/4/2023

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