

September 25, 2023

**VIA HAND DELIVERY & ELECTRONIC MAIL**

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

**Re: Docket No. 23-23-NG - Rhode Island Energy Gas Cost Recovery Filing  
Responses to Division Data Request – Set 4 (Batch 2)**

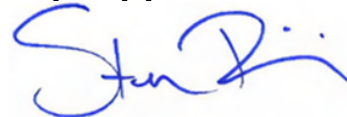
Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), I have enclosed the Company’s responses to the Fourth Set of Data Requests (Full Set) issued by the Division of Public Utilities and Carriers in the above-referenced docket. Please note that Attachments DIV 4-2 (Confidential), DIV 4-5, DIV 4-6, DIV 4-7, DIV 4-8, DIV 4-9 and DIV 4-10 are provided in Excel format.

Please note that Attachments DIV 4-2, DIV 4-12-1 and DIV 4-12-2 contain commercially sensitive confidential information that was the subject of a previously filed motion for protective treatment. A copy of that motion is included in this package for completeness.

Please contact me if you have any questions. Thank you for your attention to this matter.

Very truly yours,



Steven J. Boyajian

cc: Docket 23-23-NG Service List  
Leo Wold, Esq.  
John Bell, Division  
Al Mancini, Division

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were 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.



Heidi J. Seddon

September 25, 2023

Date

**Docket No. 23-23-NG – Narragansett Electric Co. d/b/a Rhode Island Energy 2023 Gas  
Cost Recovery Filing (GCR)  
2023 Distribution Adjustment Clause (DAC)  
Service List as of 8/15/2023**

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**STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION**

THE NARRAGANSETT ELECTRIC )  
COMPANY d/b/a RHODE ISLAND ENERGY ) DOCKET NO. 23-23-NG  
2023 DISTRIBUTION ADJUSTMENT CHARGE AND )  
2023 GAS COST RECOVERY FILING )

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY  
D/B/A RHODE ISLAND ENERGY FOR  
PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”) hereby respectfully requests that the Public Utilities Commission (the “Commission”) grant protection from public disclosure for certain confidential responses to the Rhode Island Division and Public Utilities and Carriers’ (the “Division”) Fourth Set of Data Requests. Specifically, the Company seeks protective treatment for Attachments DIV 4-2, DIV 4-12-1 and DIV 4-12-2 (the “Confidential Attachments”). 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 Attachments because they contain commercially sensitive contract terms and pricing information that the Company negotiates with counterparties. The disclosure of this information would be detrimental to the commercial interests of the Company or the commercial interests of the Company’s counterparties.

**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*, 577 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 Attachments included within the Company's responses to the Division's Fourth Set of Data Requests include commercially sensitive 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 contract counterparties, 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 hamper counterparties' ability to negotiate with other customers. For these reasons, the Confidential Attachments 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 Attachments DIV 4-2, DIV 4-12-1 and DIV 4-12-2.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

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

By its attorneys,



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Dated: September 18, 2023

**CERTIFICATE OF SERVICE**

I hereby certify that on September 18, 2023, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 23-23-NG.



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Heidi J. Seddon

Division 4-1

Request:

Reference the response to Division 1-3 and 1-9. Please explain why load was not curtailed on the peak day during the winter of 2022-2023.

Response:

In the Company's response to Division 1-3, February 3, 2023, was identified as the peak day during the winter of 2022/23. Non-firm customer load was curtailed on the dates listed in Division 1-9, which includes February 3, 2023. The Company also issued a Demand Response event on gas day February 3, 2023, in which participants of that program voluntarily stopped gas usage during the specified period of time of gas day February 3, 2023, through February 5, 2023.



Division 4-2

Request:

Reference the response to Division 1-3 (k) Confidential.

- a. Please reconcile the transactions and quantities reflected in Division 1-3 (k) with the "Buy" transactions on February 3, 2023 reflected in Attachment DIV 1-1 Confidential;
- b. Please identify each transportation contract by name and number and supply contract by name (if applicable) for each source line item;
- c. Please identify the MDQ for each source line item and identify the MDQ assigned or made available to Marketers for each source line item;
- d. For each source line item identified in Division 1-3 (k), match the source line item with the transportation paths identified in Attachment DIV 1-4, page 11;
- e. For each source line item identified in Division 1-3 (k), please identify the most applicable index price location provided in Attachment DIV 1-6;
- f. For each source line item please explain whether the purchase was a baseload or daily swing purchase; and
- g. Please match each source line item with the paths reflected on Exhibit 22 of the 2022/23 to 2026/27 Gas Long-Range Resource and Requirement Plan.

Response:

Please see the confidential Excel spreadsheet provided as Attachment DIV 4-2 for the requested information.

Attachment DIV 4-2 contains commercially sensitive confidential information and is being submitted subject to a motion for protective treatment.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 23-23-NG  
In Re: 2023 Gas Cost Recovery Filing  
Responses to Division's Fourth Set of Data Requests  
Issued August 29, 2023

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Attachment Division 4-2

**REDACTED**

Please see the confidential Excel Worksheet of Attachment DIV 4-2

Division 4-3

Request:

Reference the response to Division 1-13.

- a. Is the index rate applicable to both FT-1 and FT-2 customers? If no please separately identify the rates for FT-1 and FT-2 customers; and
- b. Please explain why FT-1 customers generally over delivered supplies while FT-2 customers generally under delivered supplies.

Response:

- a. No. The FT-1 imbalances are cashed out using tiered rates based on the indices listed in the Company's response to Division 1-13, as per Section 2.03.2 of the Transportation Terms and Conditions of the Company's gas tariff:

For each Aggregation Pool, the Marketer must maintain total Actual Transportation Quantities within a reasonable tolerance of total monthly Gas Usage. Any differences between total Monthly Transportation Quantities for an Aggregation Pool and the aggregated Gas Usage of Customers in the Aggregation Pool, expressed as a percentage of total Monthly Transportation Quantities will be cashed out according to the following schedule:

<u>Imbalance Tier</u>	<u>Over-deliveries</u>	<u>Under-deliveries</u>
0% ≤ 5%	The average of the Daily Indices for the relevant Month	The highest average of seven consecutive Daily Indices for the relevant Month
> 5% ≤ 10%	0.85 times the above stated rate	1.15 times the above stated rate
> 10% ≤ 15%	0.60 times the above stated rate	1.4 times the above stated rate
> 15%	0.25 times the above stated rate	1.75 times the above stated rate

Division 4-3, page 2

The FT-2 rates referenced in the Company's response to Division 1-13 are applicable. The FT-2 imbalances are separated into appropriate months using degree days, then multiplied by the average of the daily indices for the relevant month.

- b. For the FT-1 Imbalances, Marketers generally over-deliver to avoid Operation Flow Order penalties. Per Section 1.04.3 of the Transportation Terms and Conditions of the Company's gas tariff:

An operational flow order may be issued by the Company as a blanket order to all transportation customers, or to individual Marketer's Aggregation Pools, whose actions are determined by the Company to jeopardize system integrity.

For Critical Days or OFO's aggravated by under-delivery, the Marketer will be charged a penalty of 5 times the Daily Index for the aggregated Gas Usage of Customers in the Aggregation Pool that exceed 102% of the Marketer's aggregate actual receipts on the Transporting Pipeline at the Point of Receipt. The Marketer will be charged a penalty of 0.1 times the Daily Index for the differences between said receipts and said usage that exceed 20% of said receipts  $[(\text{Receipts} - \text{Usage}) > (20\% \times \text{Receipts})]$ .

For the FT-2 Imbalances, Marketers are nominating based on a forecasted delivery volume and the imbalances are then adjusted for actual weather. This, along with customer cancel/rebills that are captured in the monthly imbalance calculations, can cause under-deliveries.

Division 4-4

Request:

Reference the response to Division 1-16. With respect to the agreement discussed in the second paragraph of the response, please provide a copy of the contract from last year, and identify the monthly quantities purchased last winter by the Company and the quantities purchased by Marketers. Also, if not previously provided, please provide a copy of this year's contract with that supplier.

Response:

Please see Attachment DIV 1-24 for a copy of the contracts from last year.

Please see below for the monthly quantities purchased under these agreements during the winter of 2022-23:

<u>Month</u>	<u>Purchased Dths</u>
Dec-22	30,000
Jan-23	152,000
Feb-23	538,000
Mar-23	270,000

The cost for these supplies was allocated to the Distribution Adjustment Charge and charged to customers, not marketers.

The gas supply contracts for Winter 2023-24 were provided as Attachment GSP-7 to the Pre-filed Joint Direct Testimony of the Gas Supply Panel in the Company's Gas Cost Recovery Filing in this docket.

Division 4-5

Request:

Please provide Attachment DIV 1-7 in Excel format.

Response:

Please see Attachment DIV 4-5, which is a copy of Attachment DIV 1-7 in Excel format.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 23-23-NG  
In Re: 2023 Gas Cost Recovery Filing  
Responses to Division's Fourth Set of Data Requests  
Issued August 29, 2023

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Attachment Division 4-5

Please see the Excel Worksheet of Attachment DIV 4-5

Division 4-6

Request:

Please provide Attachment DIV 1-8 in Excel format.

Response:

Please see Attachment DIV 4-6, which is a copy of Attachment DIV 1-8 in Excel format.



The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 23-23-NG  
In Re: 2023 Gas Cost Recovery Filing  
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Issued August 29, 2023

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Attachment Division 4-6

Please see the Excel Worksheet of Attachment DIV 4-6

Division 4-7

Request:

Reference the response to Division 1-17. Please provide the requested information for the winter of 2022/2023 as initially requested.

Response:

The Company interprets this question as referring to Division 1-17 issued in Docket No. 23-23-NG, which is the same data request as Division 1-18 in Docket No. 22-06-NG, and this response is based upon that interpretation.

Please 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

Division 4-7, page 2

*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 DIV 4-7 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. 23-23-NG  
In Re: 2023 Gas Cost Recovery Filing  
Responses to Division's Fourth Set of Data Requests  
Issued August 29, 2023

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Attachment Division 4-7

Please see the Excel Worksheet of Attachment DIV 4-7

Division 4-8

Request:

Please provide Attachment DIV 1-18 in Excel format.

Response:

Please see Attachment DIV 4-8, which is a copy of Attachment DIV 1-18 in Excel format.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 23-23-NG  
In Re: 2023 Gas Cost Recovery Filing  
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Attachment DIV 4-8

Please see the Excel Worksheet of Attachment DIV 4-8

Division 4-9

Request:

Please provide Attachment DIV 1-19 in Excel format.

Response:

Please see Attachment DIV 4-9, which is a copy of Attachment DIV 1-19 in Excel format.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 23-23-NG  
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Attachment DIV 4-9

Please see the Excel Worksheet of Attachment DIV 4-9



Division 4-10

Request:

Please provide Attachment DIV 1-20 in Excel format.

Response:

Please see Attachment DIV 4-10 for an Excel version of Attachment DIV 1-20.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 23-23-NG  
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Attachment Division 4-10

Please see the Excel Worksheet of Attachment DIV 4-10

Division 4-11

Request:

Reference the response to Division 1-28. Please explain why the monthly maximum underground storage withdrawal and peaking withdrawal quantities were not consistent during the 2022-2023 winter months.

Response:

The volumes provided in the Company's response to Division 1-28 reflect the monthly maximum volume that the marketers were entitled to purchase. The volumes will vary monthly based on storage rule curves and/or changes in the Marketer's pool. The Company establishes monthly maximum levels reflective of the Company's available resources and the Marketers Maximum Storage Quantities, MSQ-U and MSQ-P, per Section 3.02.2 of the Transportation Terms and Conditions of the Company's gas tariff:

The Customer's Maximum Underground Storage Quantity (MSQ-U) is calculated as the maximum storage quantity from underground storage over the course of the November to March withdrawal season and is calculated by the Company by multiplying the Customer's MDQ-U times the weighted average number of days of service available to the Company under its various underground storage agreements.

The Customer's Maximum Peaking Storage Quantity (MSQ-P) is calculated as the maximum amount of peaking storage over the course of the November to March withdrawal season and is calculated by multiplying the MDQ-P times the number of days that the Company's available LNG, net of amounts required for pressure support, boil-off and any heel quantities, could be used at 100% output.

Division 4-12

Request:

Reference the response to Division 1-29 (c). If not already provided please provide a copy of each contract, and explain how the gas will be delivered to the citygate (include transportation contract name and number).

Response:

The Algonquin Citygate supplies for 14,100 Dth/day will be delivered directly to the Company's citygates; the supplier is responsible for transporting these supplies using their transportation contract with Algonquin. A copy of the contract for these Algonquin Citygate supplies was filed with the Public Utilities Commission ("Commission") on August 4, 2023, in Docket No. 22-06-NG as Attachment Division 1-14, starting on page 192 (Bates page 260), and is provided as Attachment DIV 4-12-1 for ease of reference.

Supplies nominated into Dracut for delivery to the Company's city-gates with Tennessee will be transported by the Company using the Company's capacity not encumbered by an asset management arrangement contract numbers, 349449, 330580 and 62930 with Tennessee. Supplies nominated into Beverly for transportation to the Company's city-gate with Algonquin will be transported using the Company's contract number 511194 with Algonquin. Copies of the supply contracts to serve these requirements on Algonquin and Tennessee were provided as Attachment GSP-7 to the Pre-filed Joint Direct Testimony of the Gas Supply Panel in the Company's Gas Cost Recovery Filing in Docket No. 23-23-NG.

LNG supplies will be used in part to support operations at Old Mill Lane and Cumberland where supply can be injected directly into the system. Please see Attachment DIV 4-12-2 for a confidential copy of the Agreement with the vendor supplying equipment rental(s) and support services. Prior amendments and contracts with this vendor were filed with the Commission on August 4, 2023, in Docket No. 22-06-NG as Attachment Division 1-14, starting on page 110 (Bates page 178), and are provided as Attachment DIV 4-12-2 for ease of reference. A copy of the LNG supply agreement supporting these operations was provided as Attachment GSP-8 to the Pre-filed Joint Direct Testimony of the Gas Supply Panel in the Company's Gas Cost Recovery Filing in Docket No. 23-23-NG.

Attachments DIV 4-12-1 and 4-12-2 contain commercially sensitive and confidential information; therefore, the Company is providing confidential and redacted versions of Attachments DIV 4-12-1 and 4-12-2, subject to a Motion for Protective Treatment of Confidential Information.



REDACTED

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.


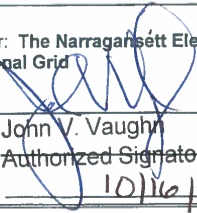
**Scheduling:** All Notices and communications given in connection with Nominations pursuant to Section 4 of the Base Contract may be provided by telephone [or instant messaging]. Buyer shall make all Nominations for deliveries of gas occurring on any weekday, weekend day (Saturday, Sunday and Monday), 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

REDACTED

<p>Confirmation and is entering into this Transaction Confirmation solely for the purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery.</p> <p><b>Document Conflict.</b> 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.</p> <p><b>Capitalized Terms:</b> Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended, and as supplemented and modified by the Special provisions.</p>	
<p>Seller: Constellation LNG, LLC</p> <p>By: </p> <p>Title: <u>Sup-Wholesale Trading</u></p> <p>Date: <u>9/26/19</u></p>	<p>Buyer: The Narragansett Electric Company d/b/a National Grid</p> <p>By: </p> <p>Title: <u>John V. Vaughn</u> <u>Authorized Signatory</u></p> <p>Date: <u>10/16/2019</u></p>

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m

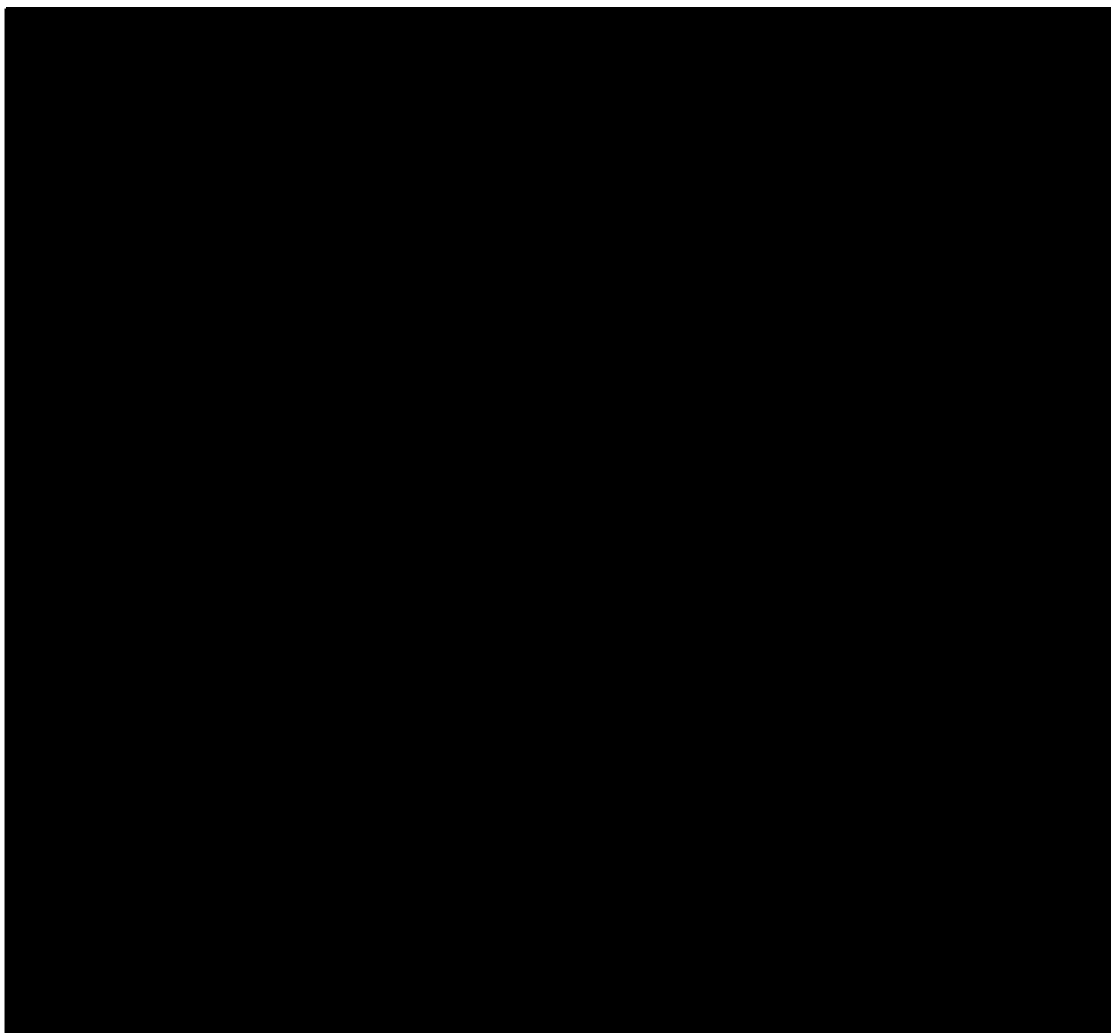
REDACTED

Contract ID # 4864

T00008422

**Equipment Rental and Support Services Agreement**

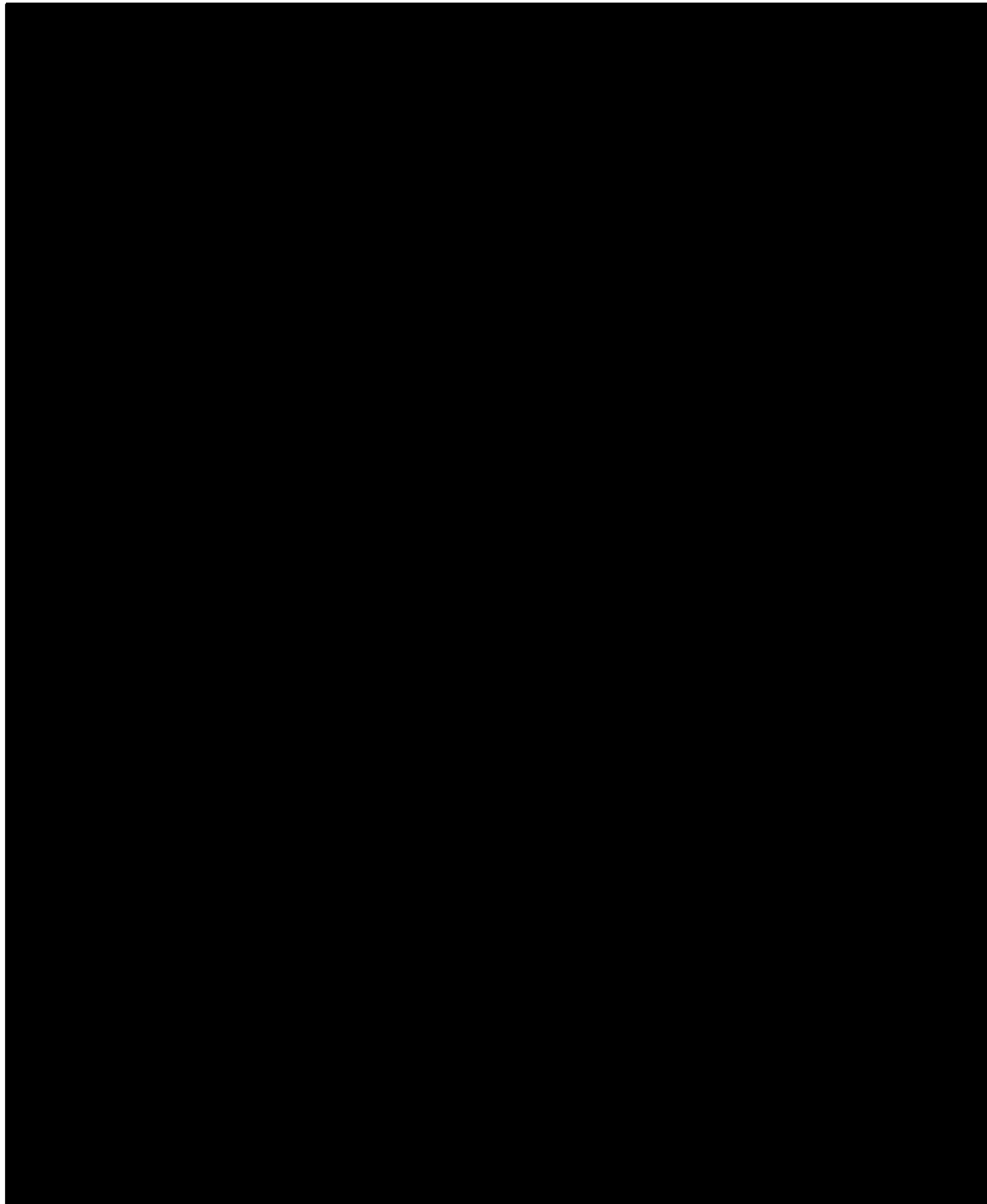
This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 12<sup>th</sup> day of September, 2018 (the "Effective Date") by and between Prometheus Energy Group Inc., a Delaware corporation ("Prometheus"), and The Narragansett Electric Company d/b/a National Grid ("Customer").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





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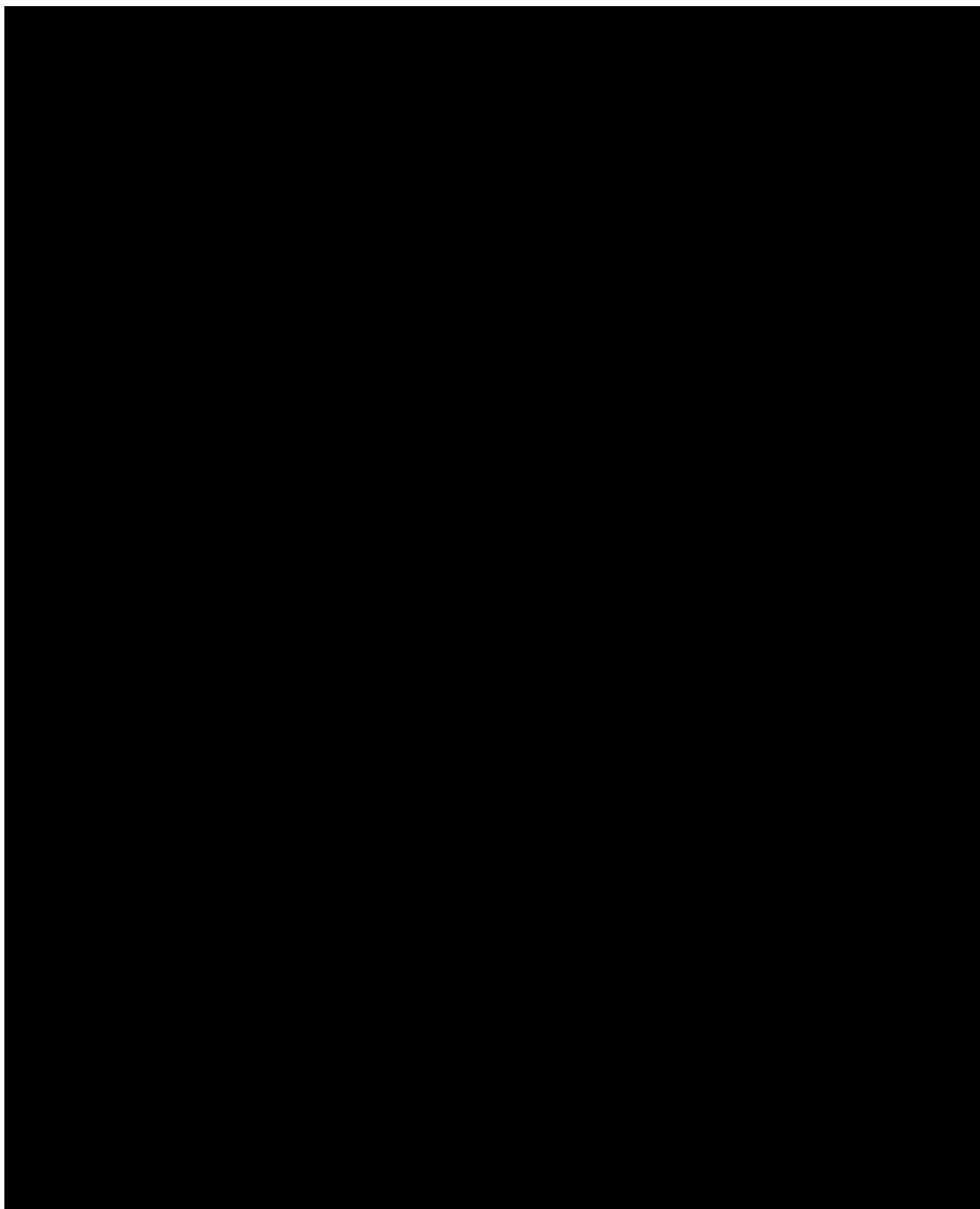
The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 111 of 198



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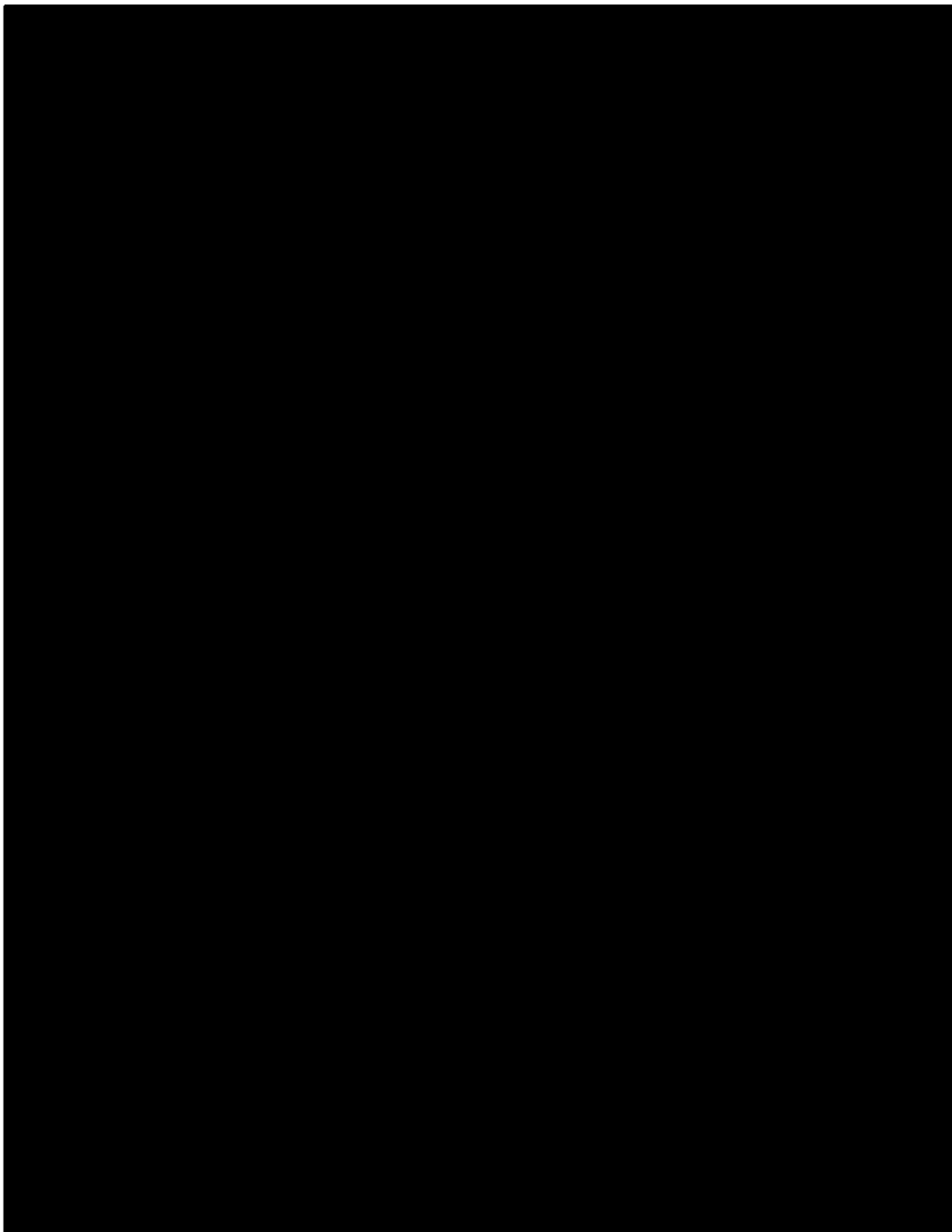
The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 112 of 198



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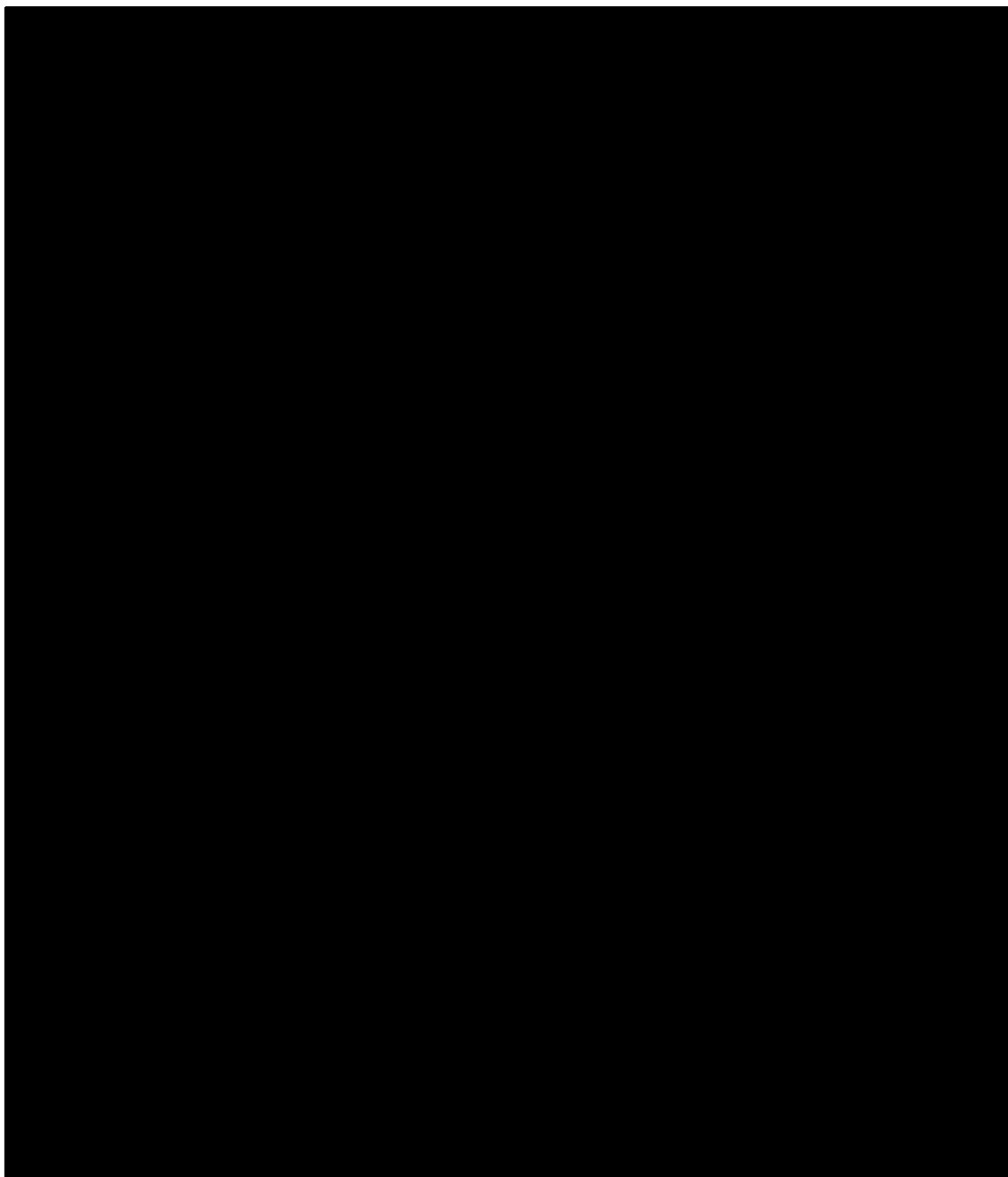
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 113 of 198



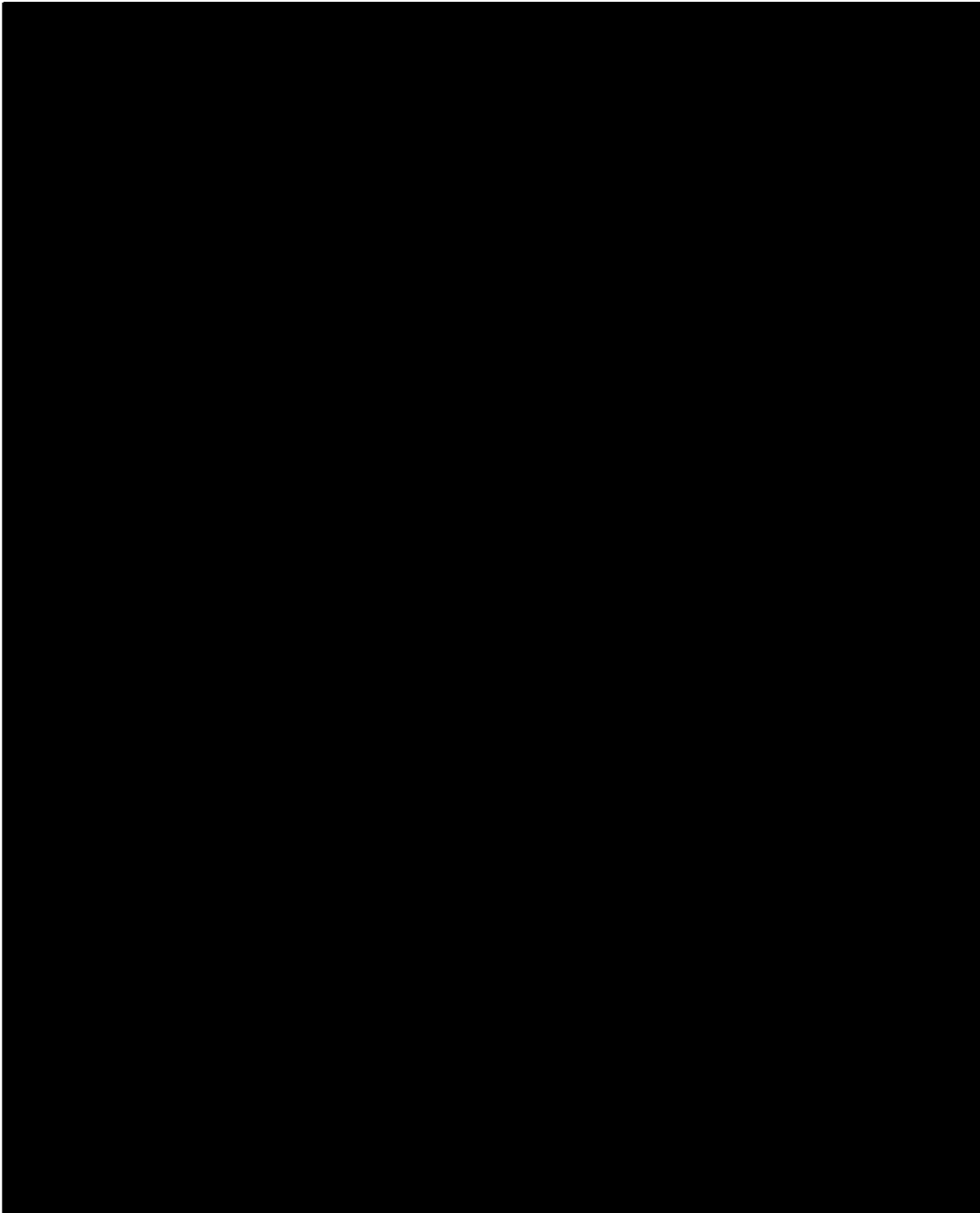
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 114 of 198



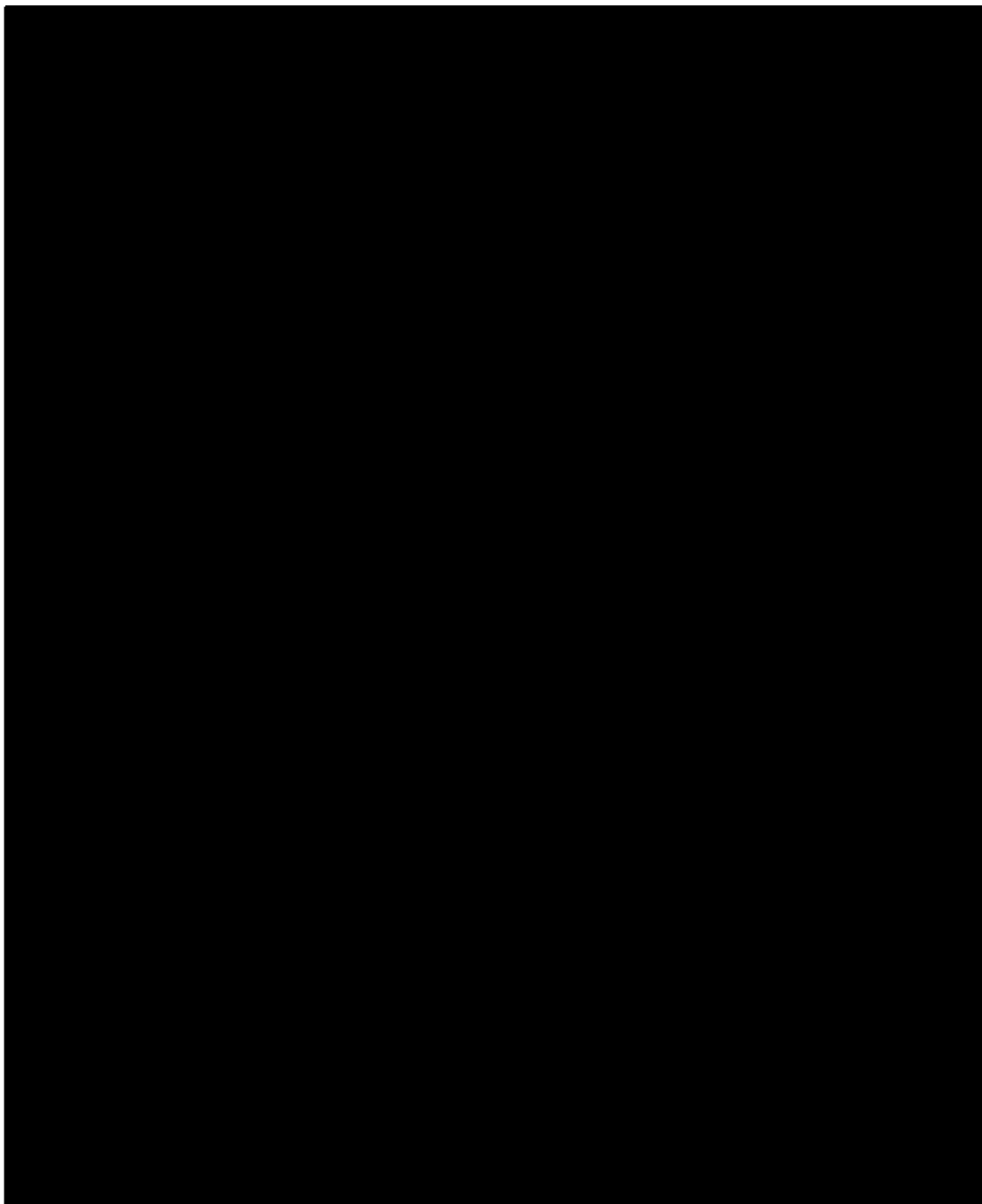
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 115 of 198



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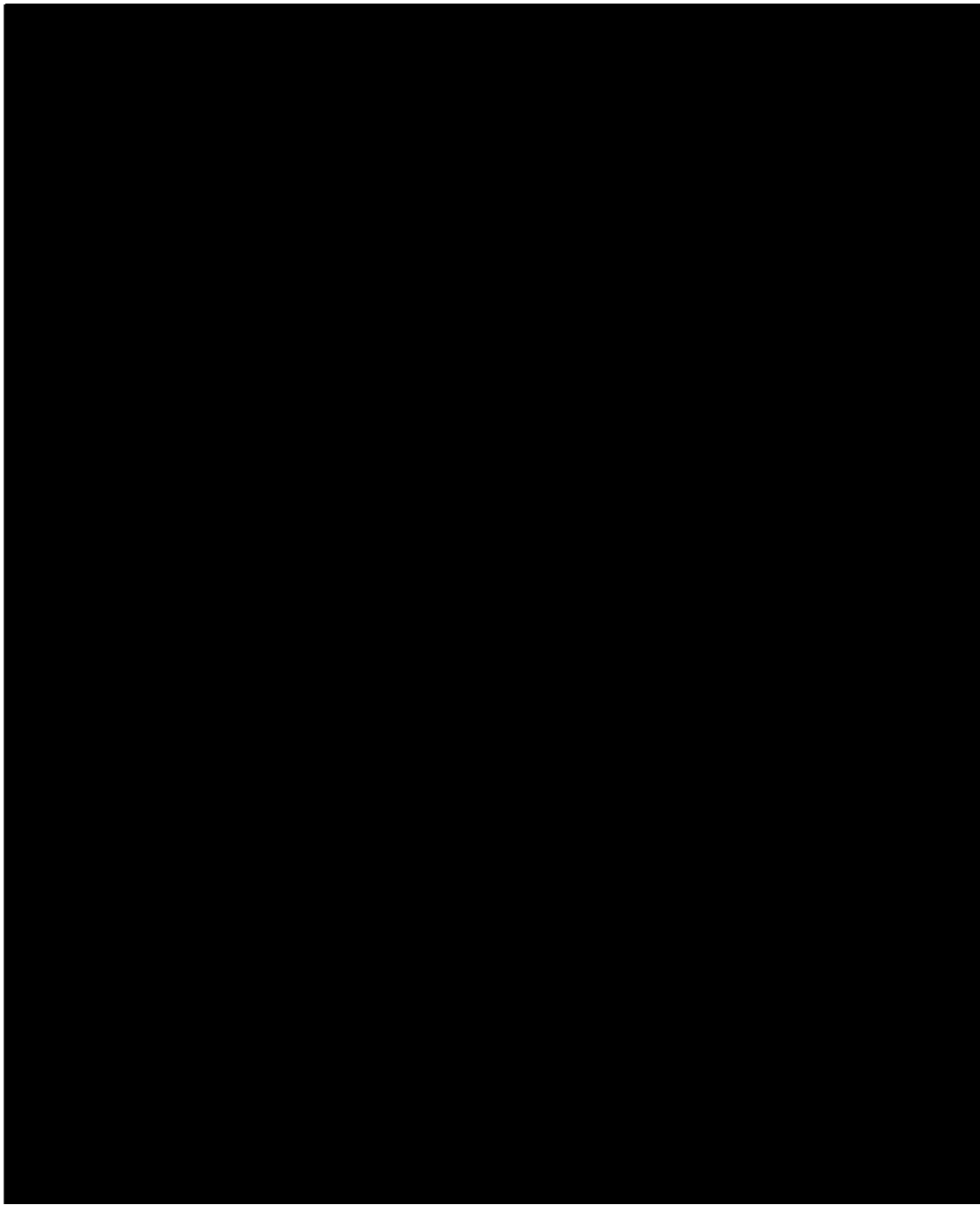
The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 116 of 198



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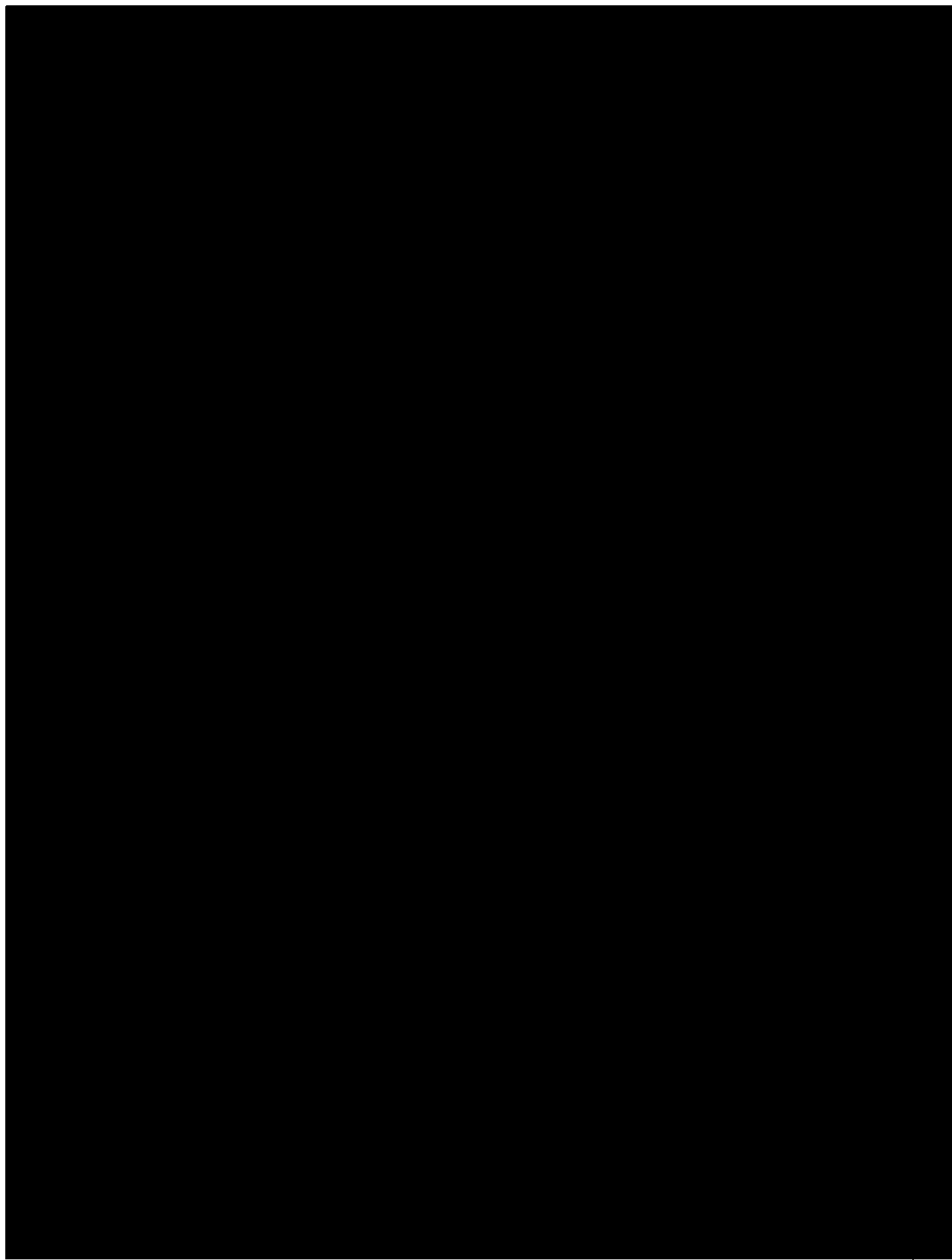
REDACTED

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 117 of 198



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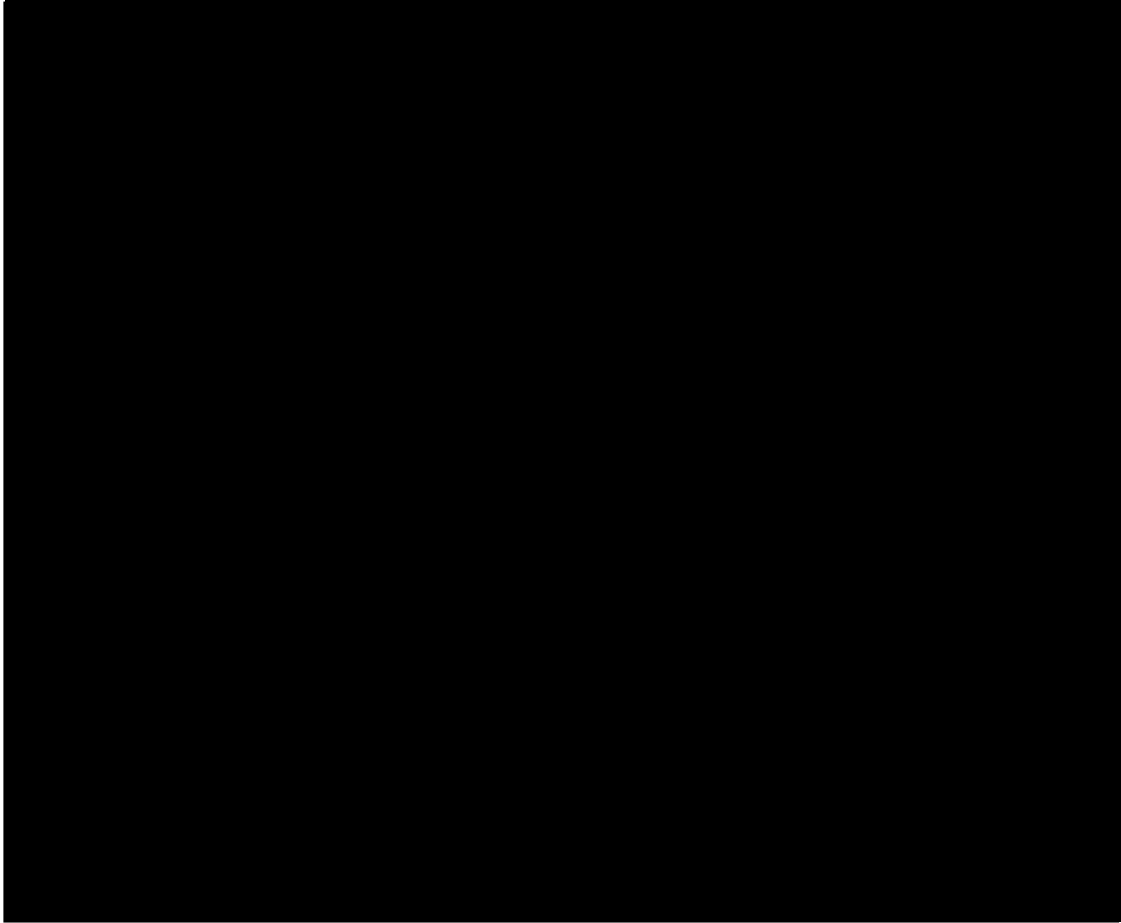
The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 118 of 198



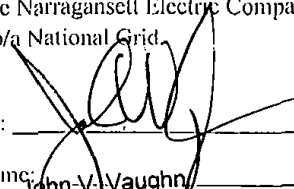
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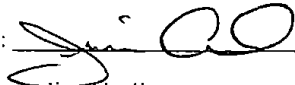
REDACTED



The Narragansett Electric Company  
d/b/a National Grid

By:  *all*  
Name: John V. Vaughn *27*  
Title: Authorized Signatory

Prometheus Energy Group, Inc.

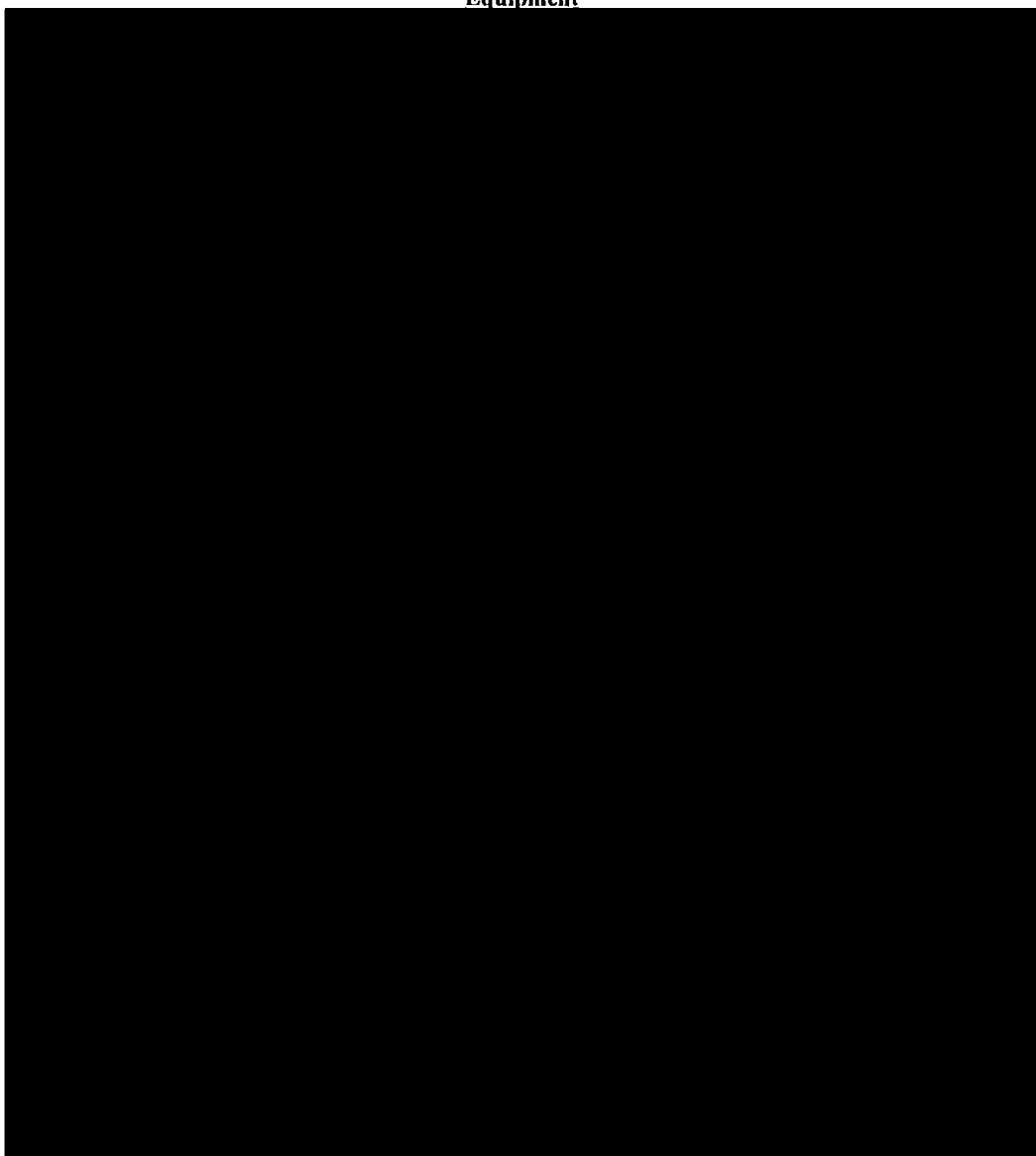
By:   
Name: Jim Aivalis  
Title: CEO & President

REDACTED

**Exhibit A**

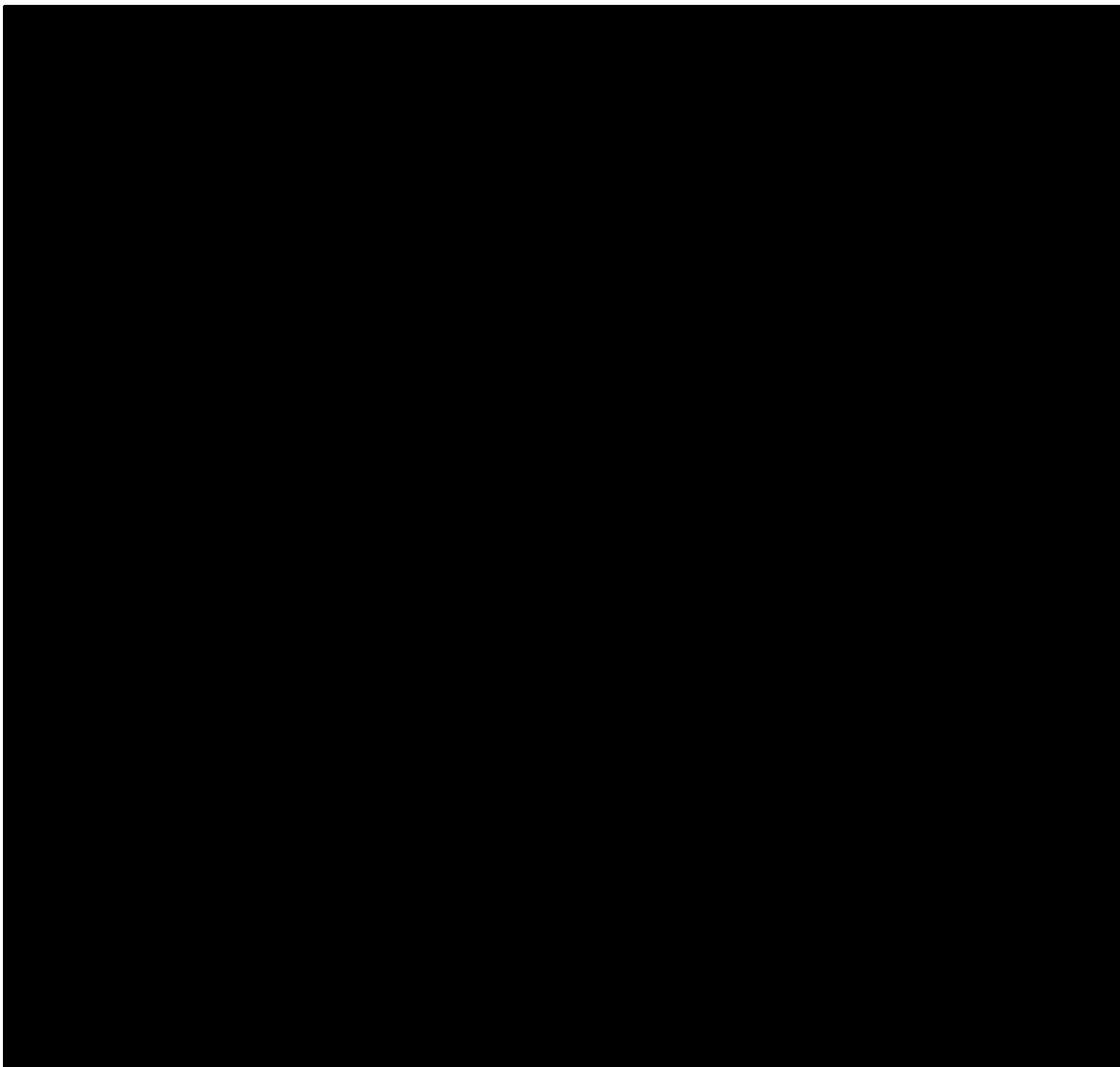
**Equipment**

**Equipment**



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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 121 of 198



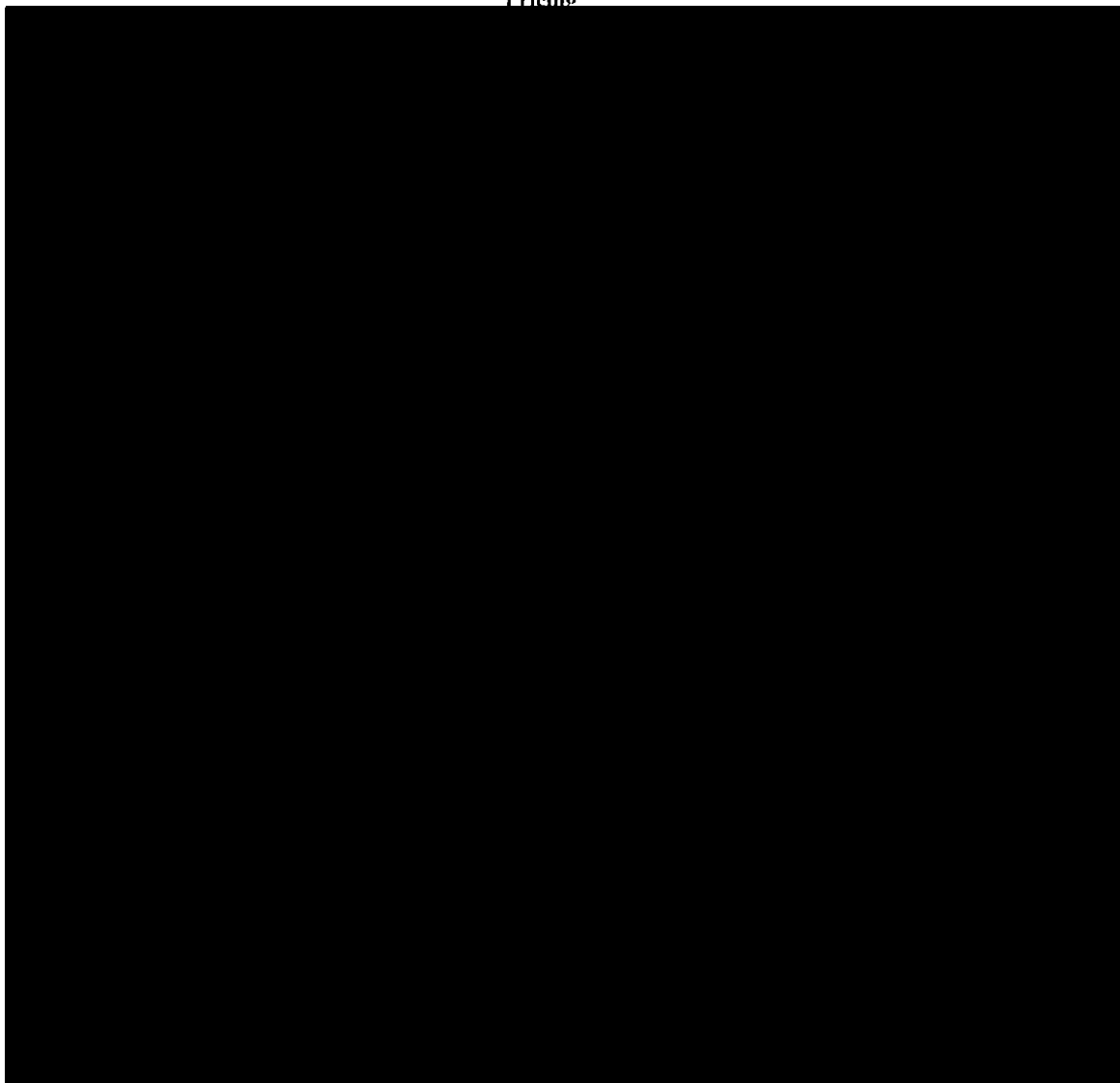
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 122 of 198

Exhibit B

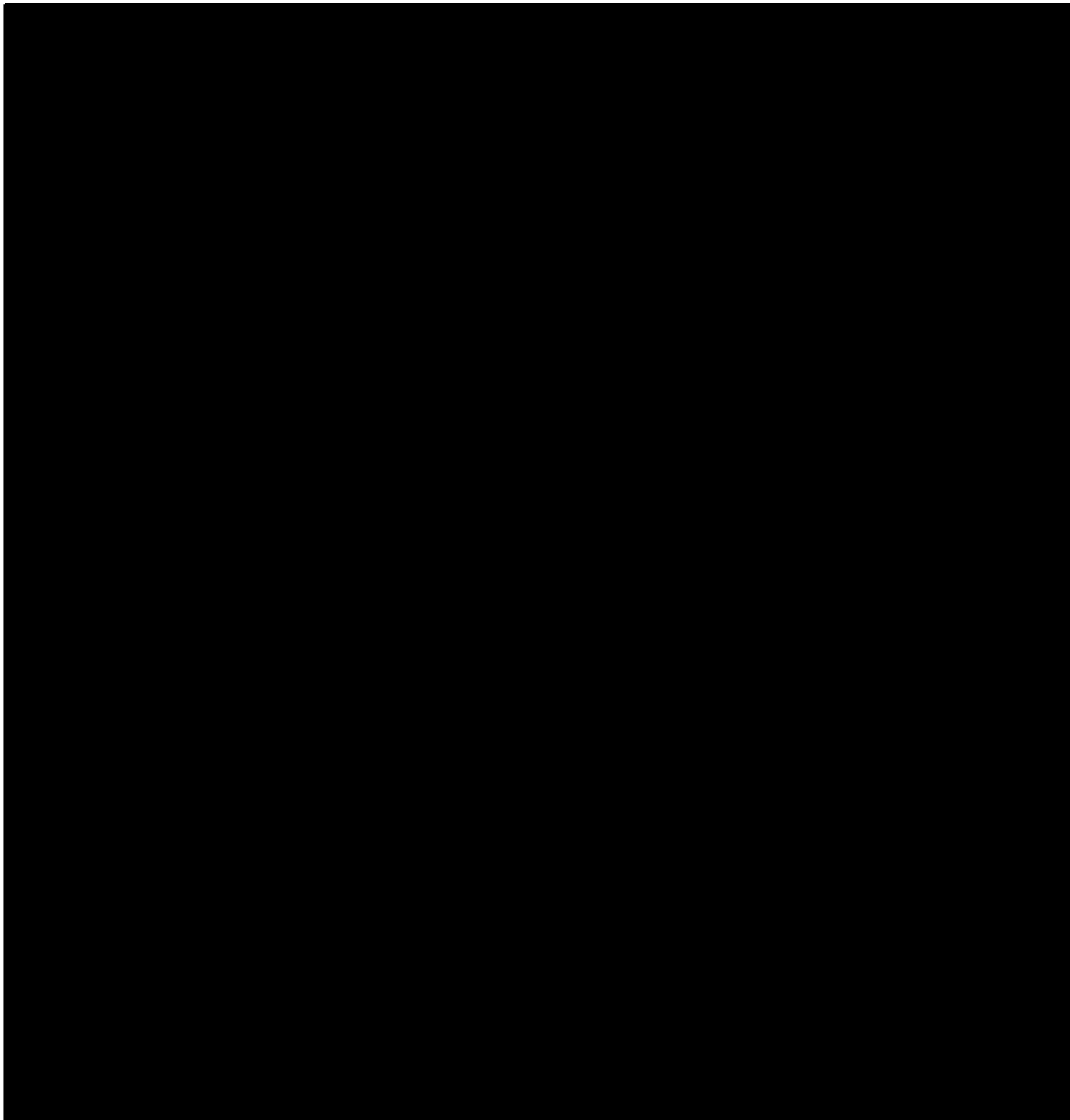
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 123 of 198



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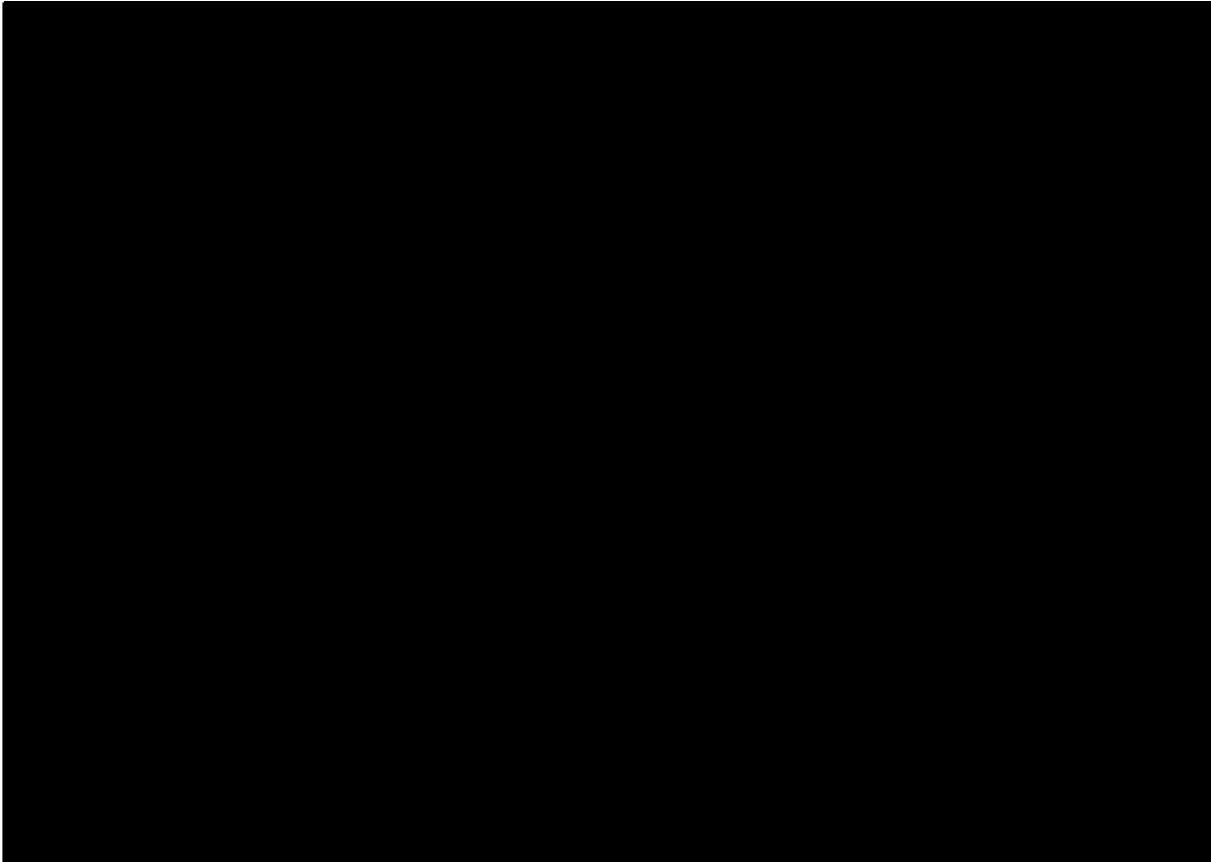
**FIRST AMENDMENT TO  
EQUIPMENT RENTAL AND SUPPORT SERVICES AGREEMENT**

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:

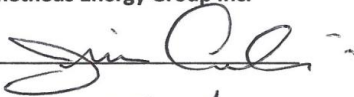


②

REDACTED

**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 Arvets

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



REDACTED

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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**

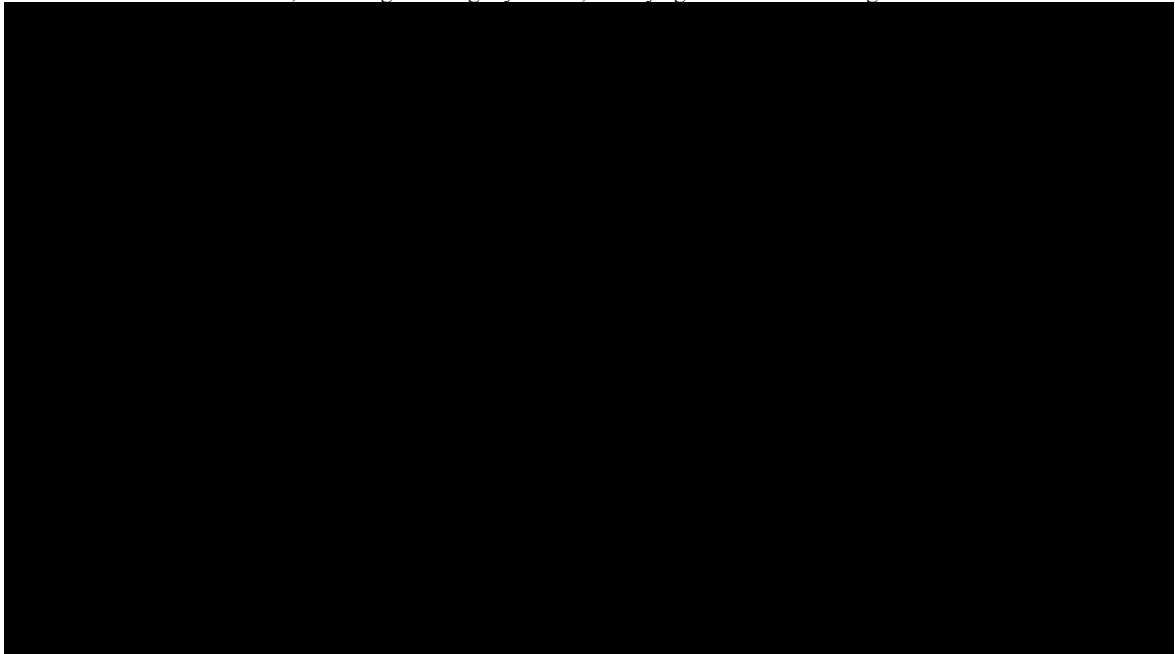
**Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.**

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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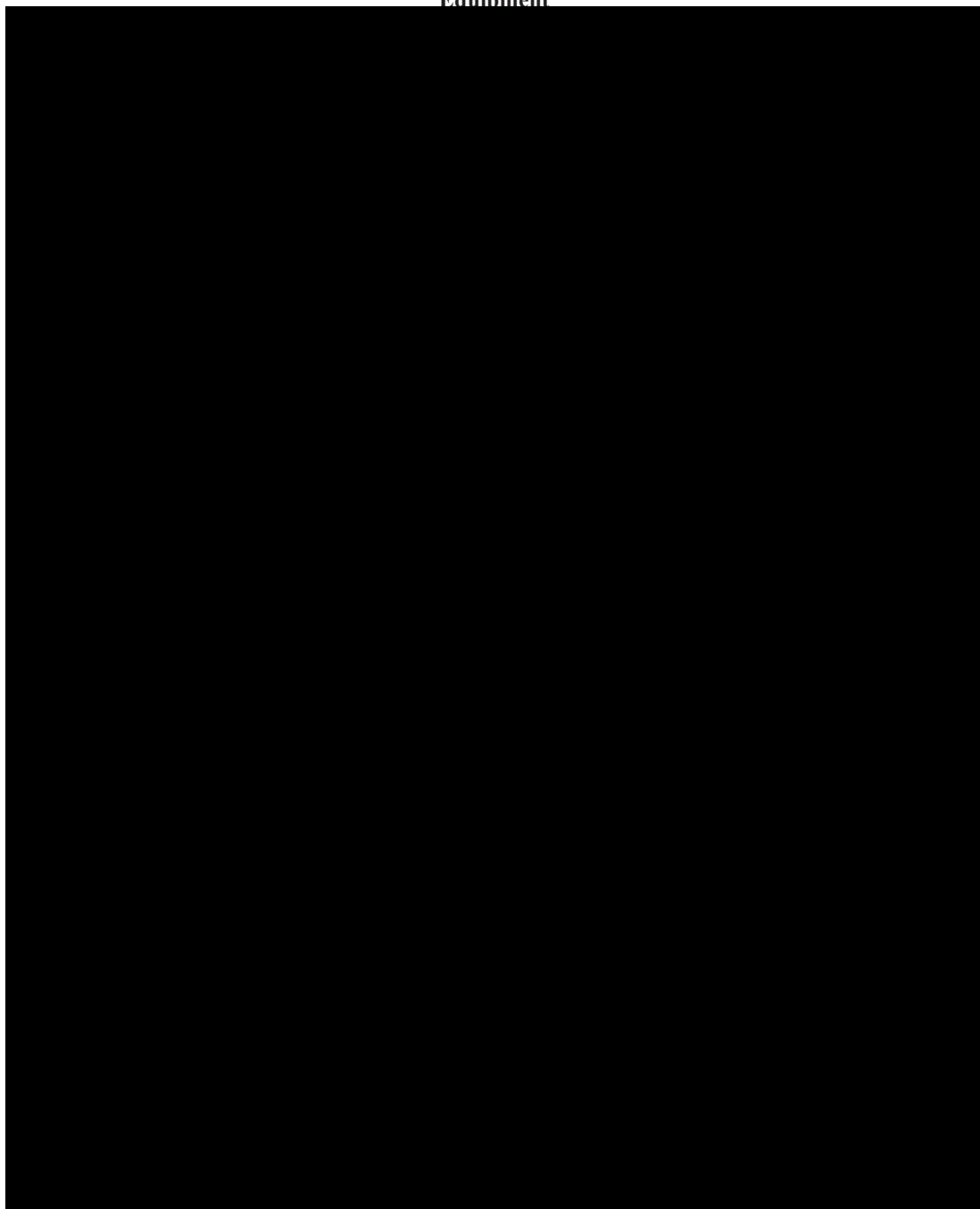
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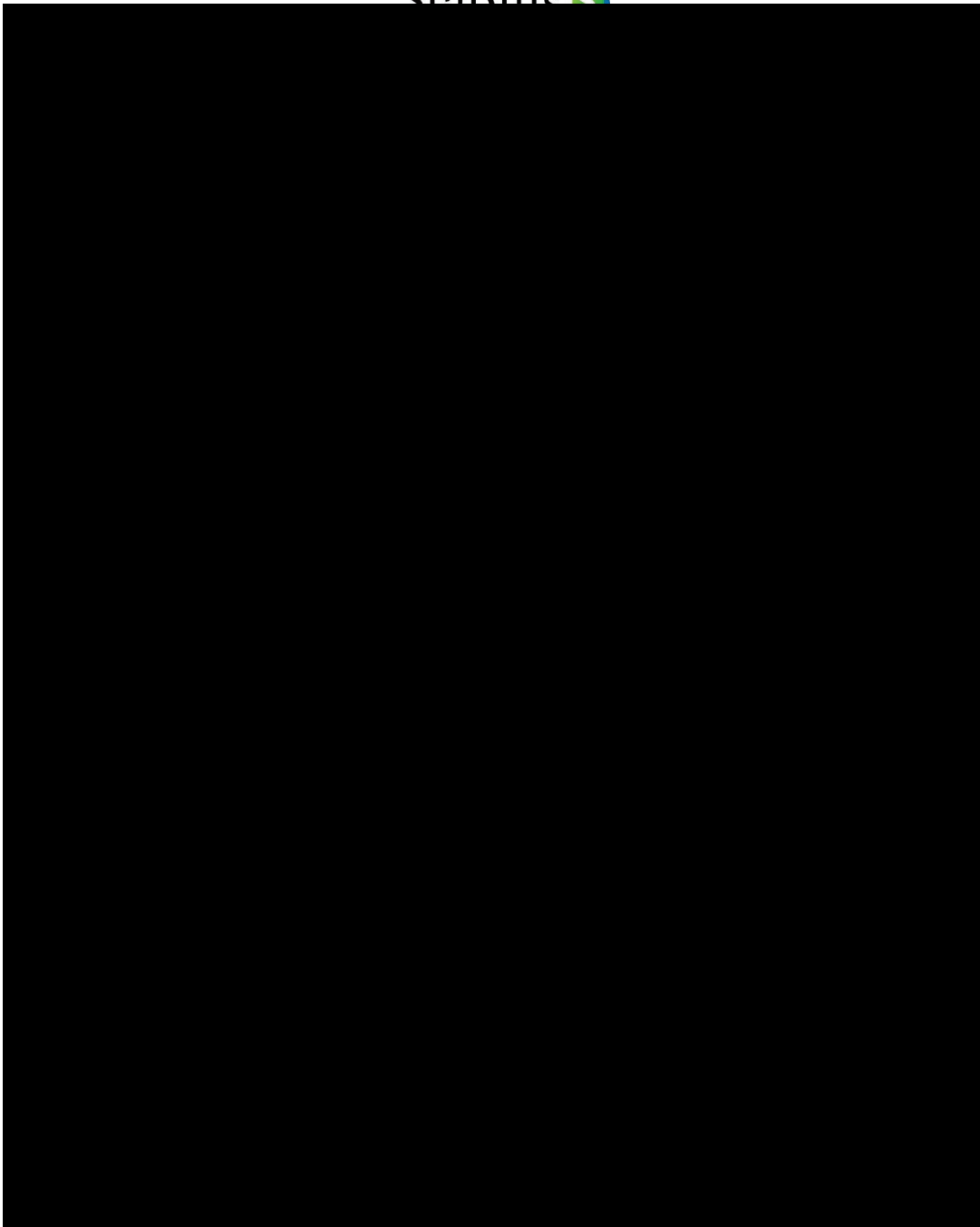


Exhibit A  
Equipment



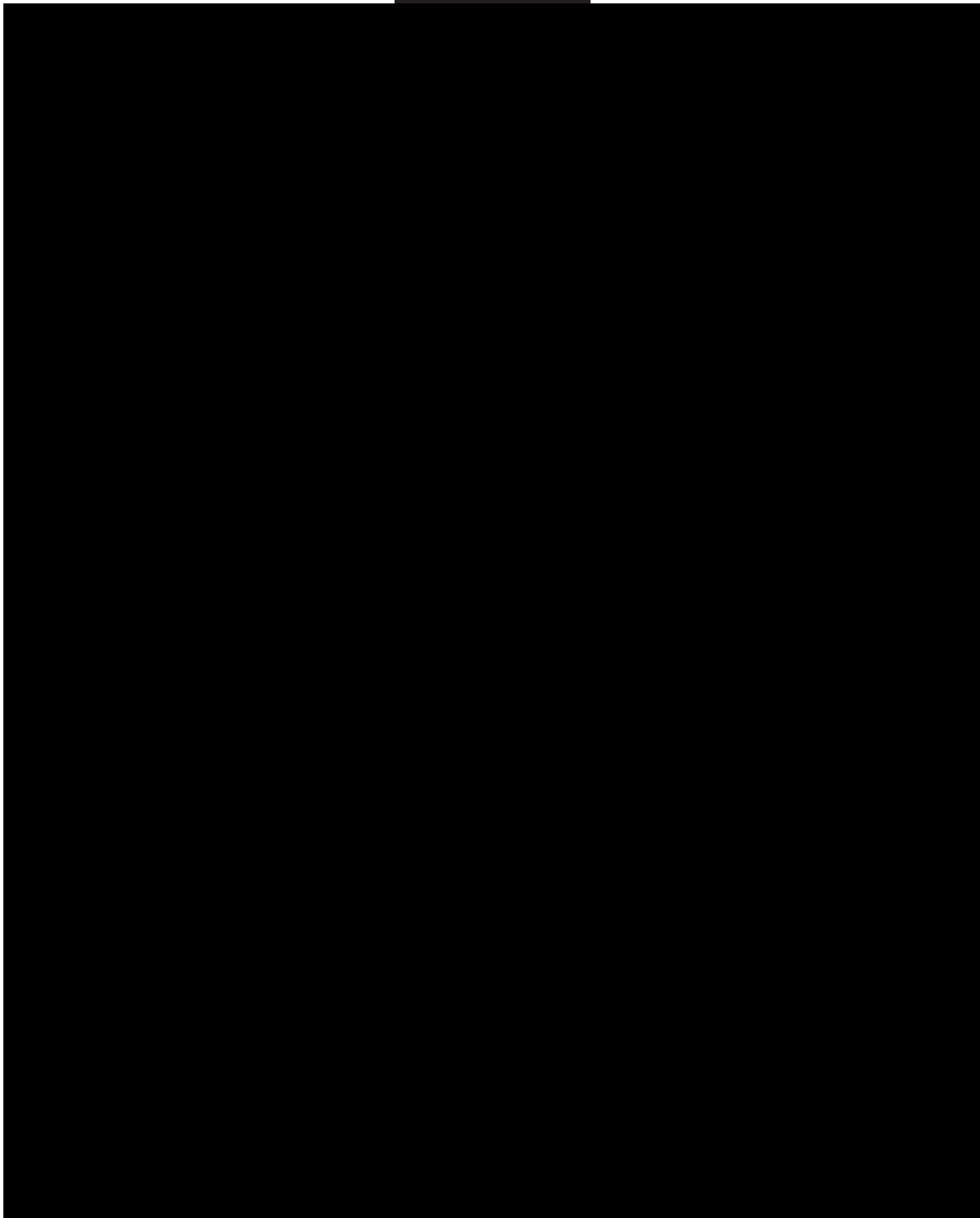
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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed on the date set forth above.

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)

REDACTED

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 132 of 198

**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:** [image.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](mailto: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

REDACTED

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 133 of 198

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](mailto:Samara.Jaffe@nationalgrid.com)>

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

**To:** Michael Collins <[mcollins@stabilis-solutions.com](mailto:mcollins@stabilis-solutions.com)>; Legal <[legal@stabilis-solutions.com](mailto:legal@stabilis-solutions.com)>

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

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

<[Megan.Borst@nationalgrid.com](mailto: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](mailto: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.

REDACTED

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](mailto: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>



REDACTED

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

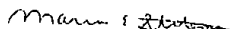


REDACTED

(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.statman@nationalgrid.com.

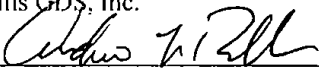
Yours truly,



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

**AGREED TO AND ACCEPTED**

Stabilis GDS, Inc.

By: 

Name: Andrew L. Rhala

Title: SVP & CFO

Date Signed: 9/14/21

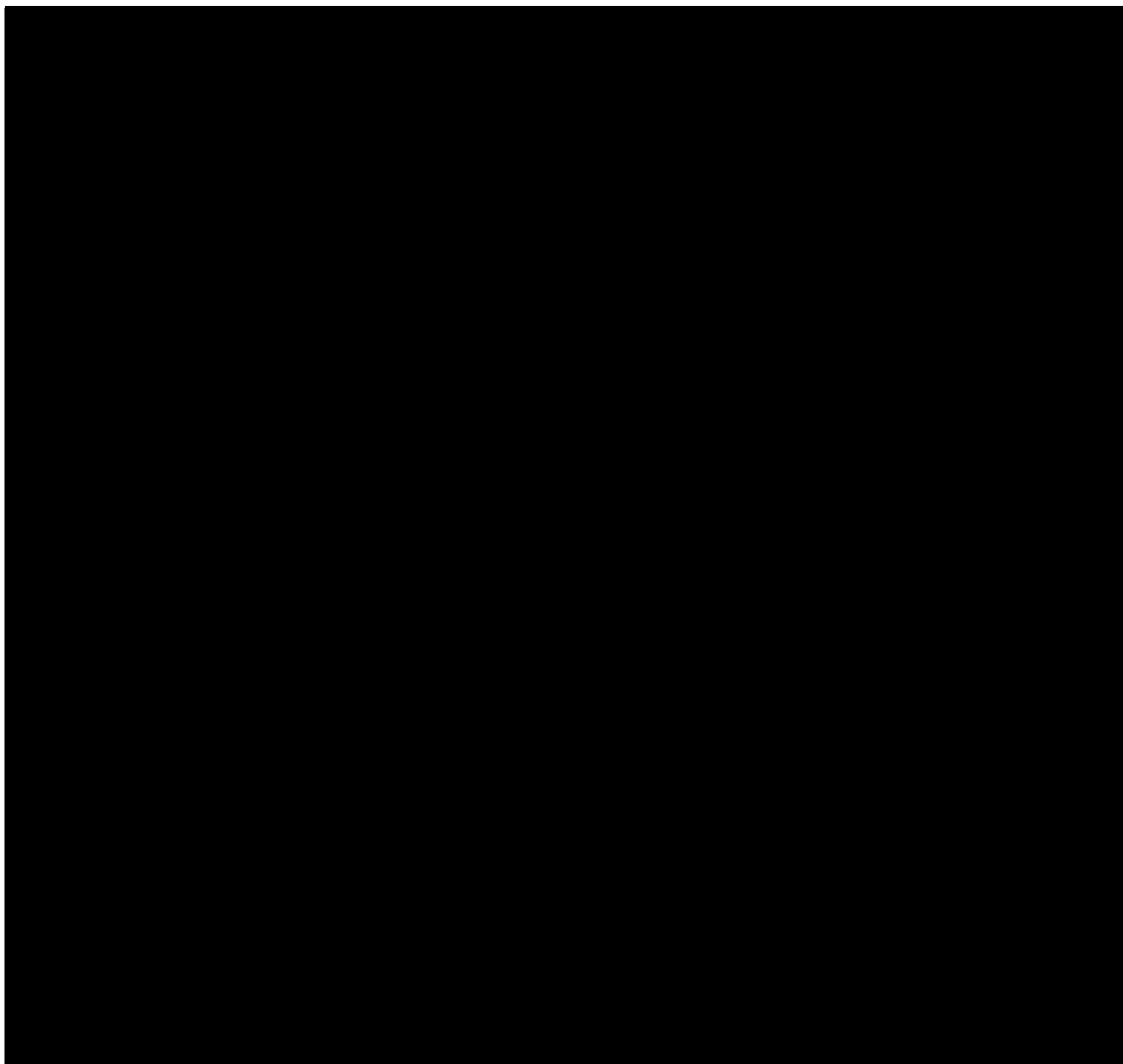
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Contract ID # 5029

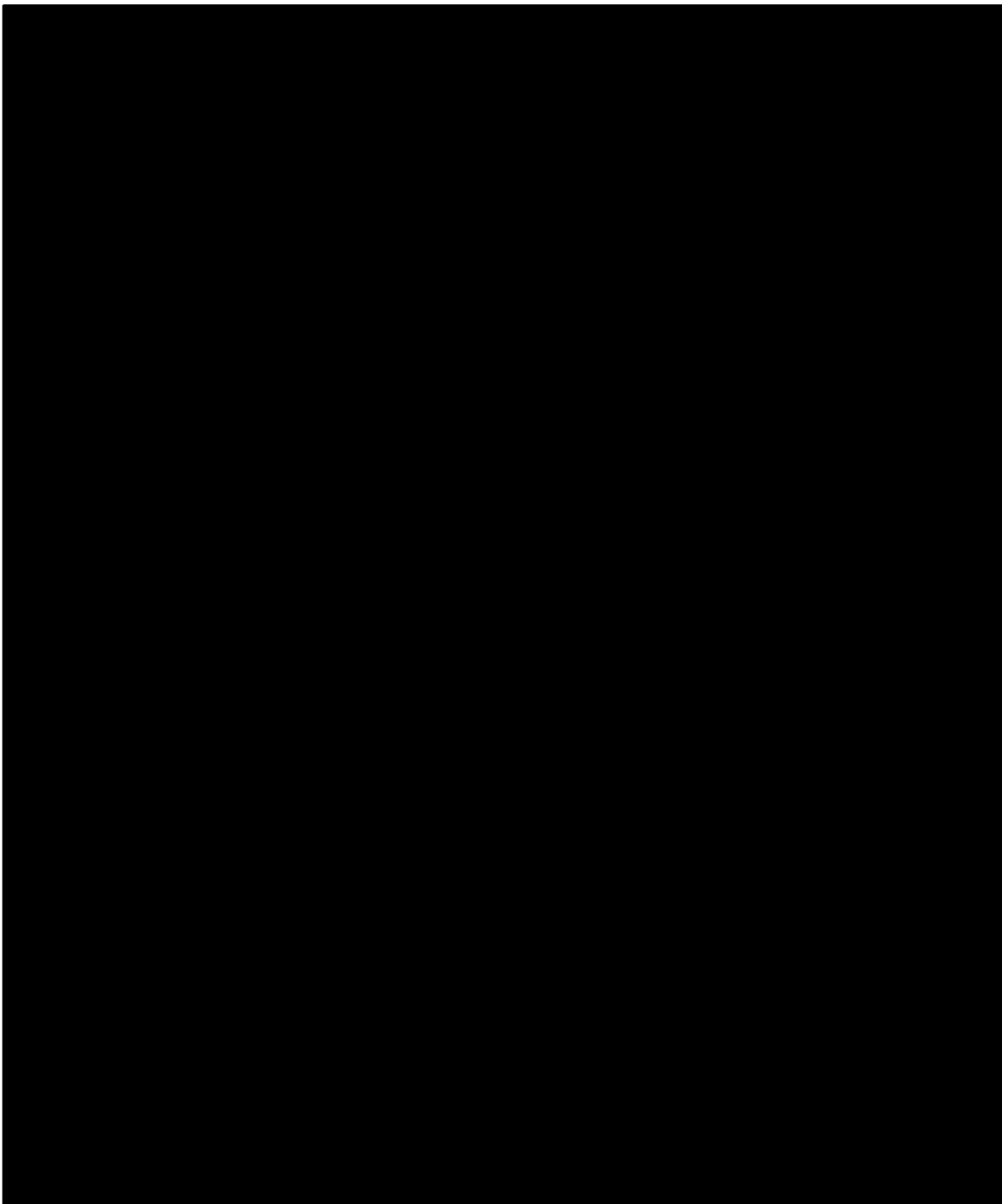
1000009028

**Equipment Rental and Support Services Agreement**

This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 14<sup>th</sup> 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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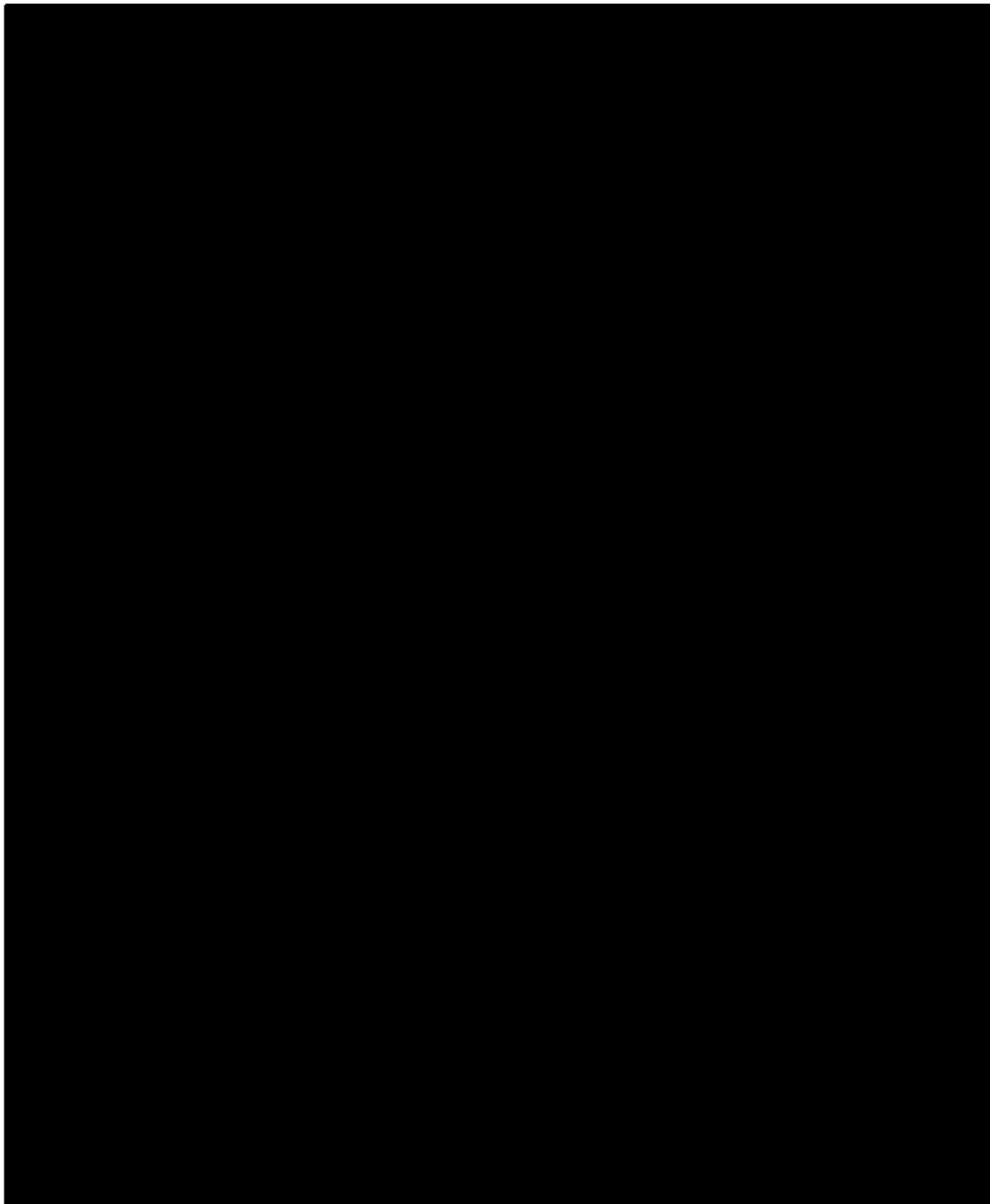


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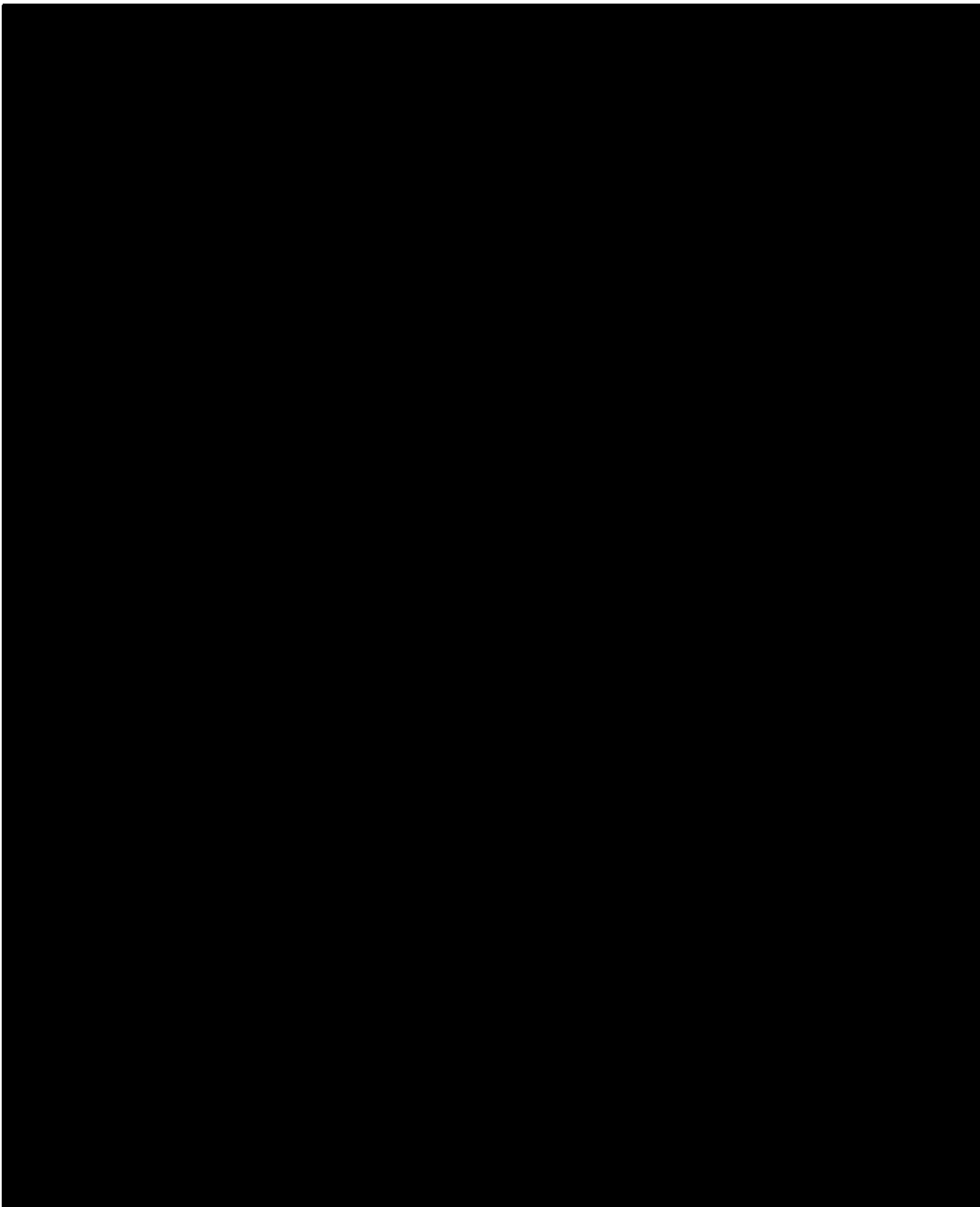
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 140 of 198

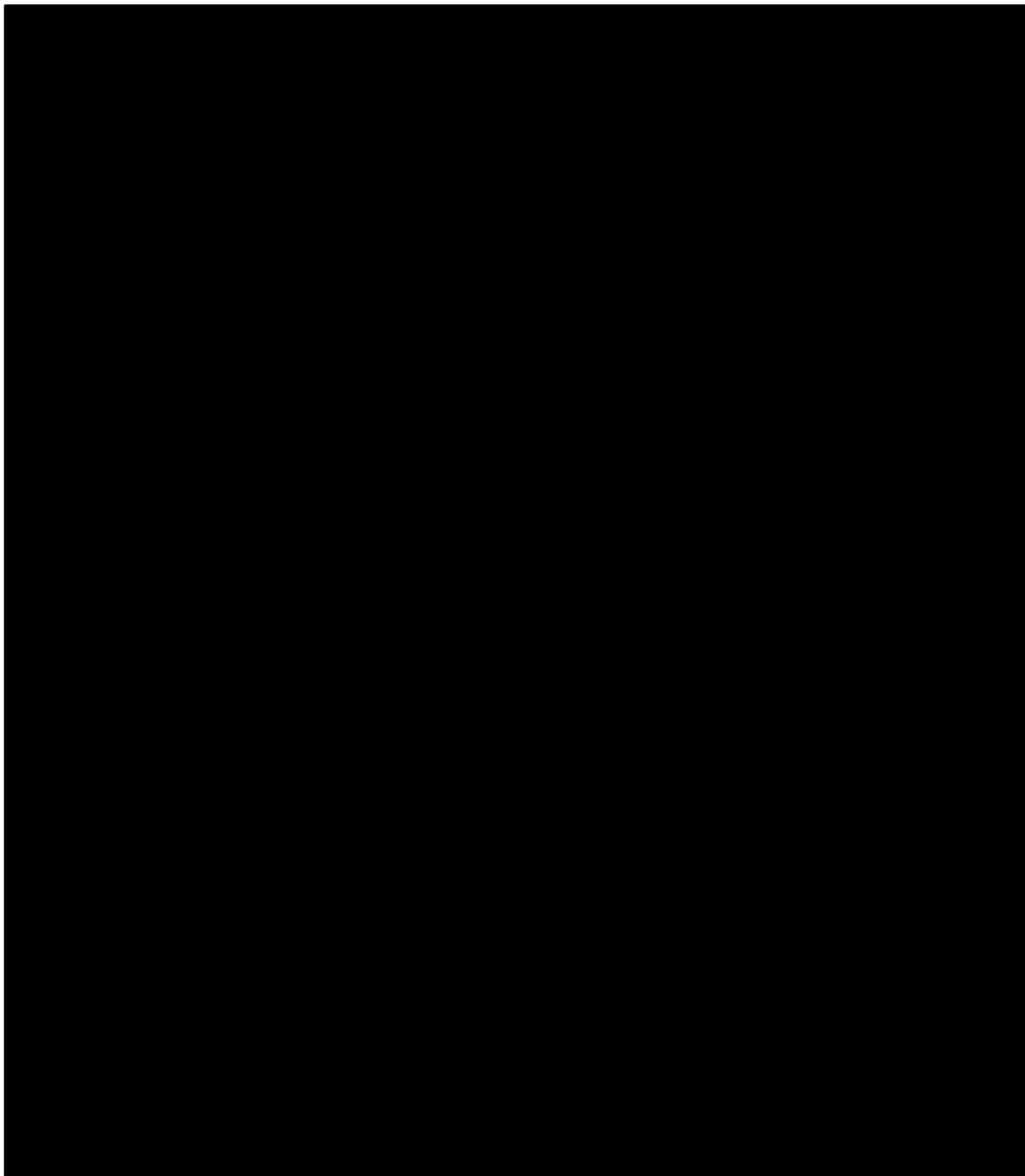


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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 141 of 198

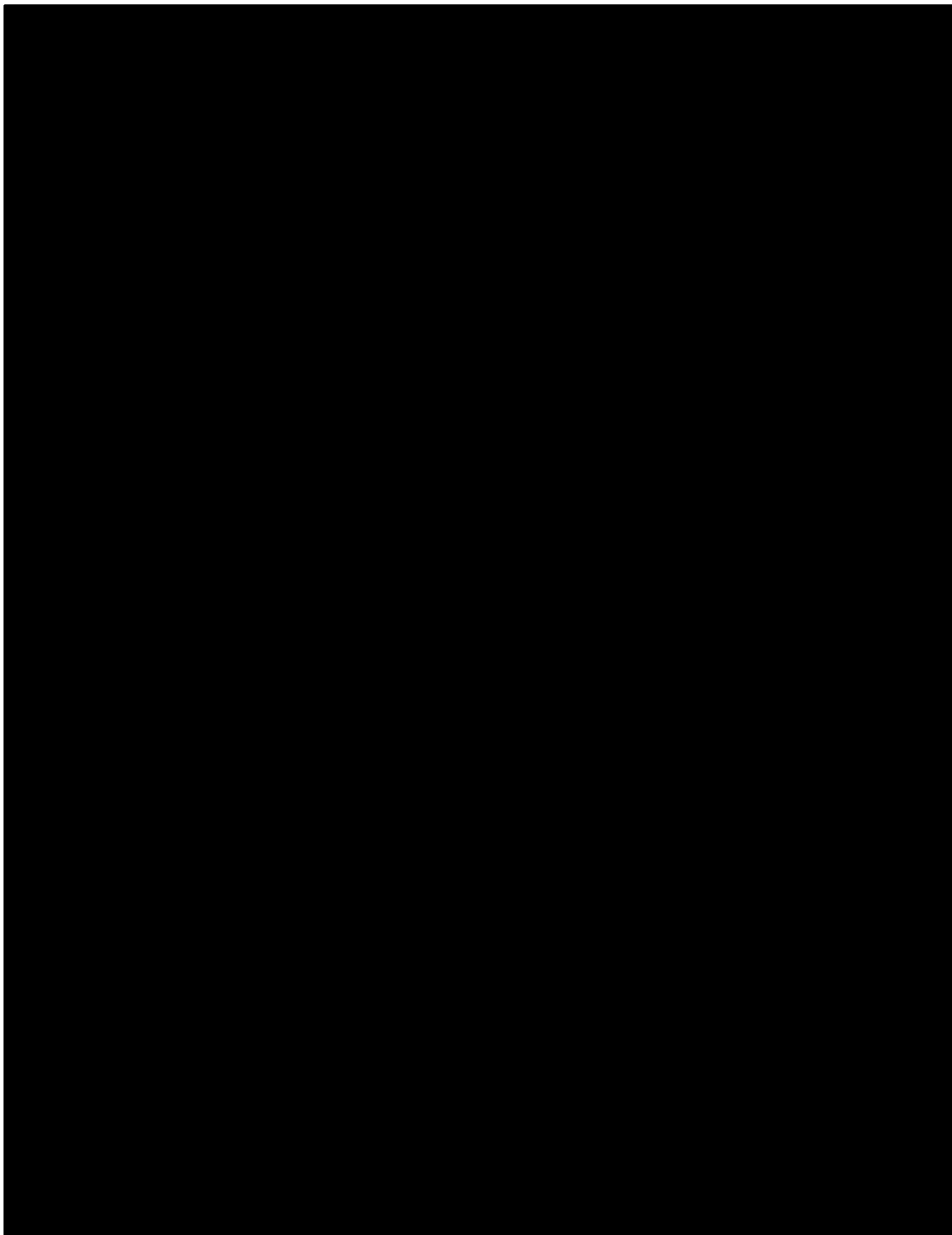


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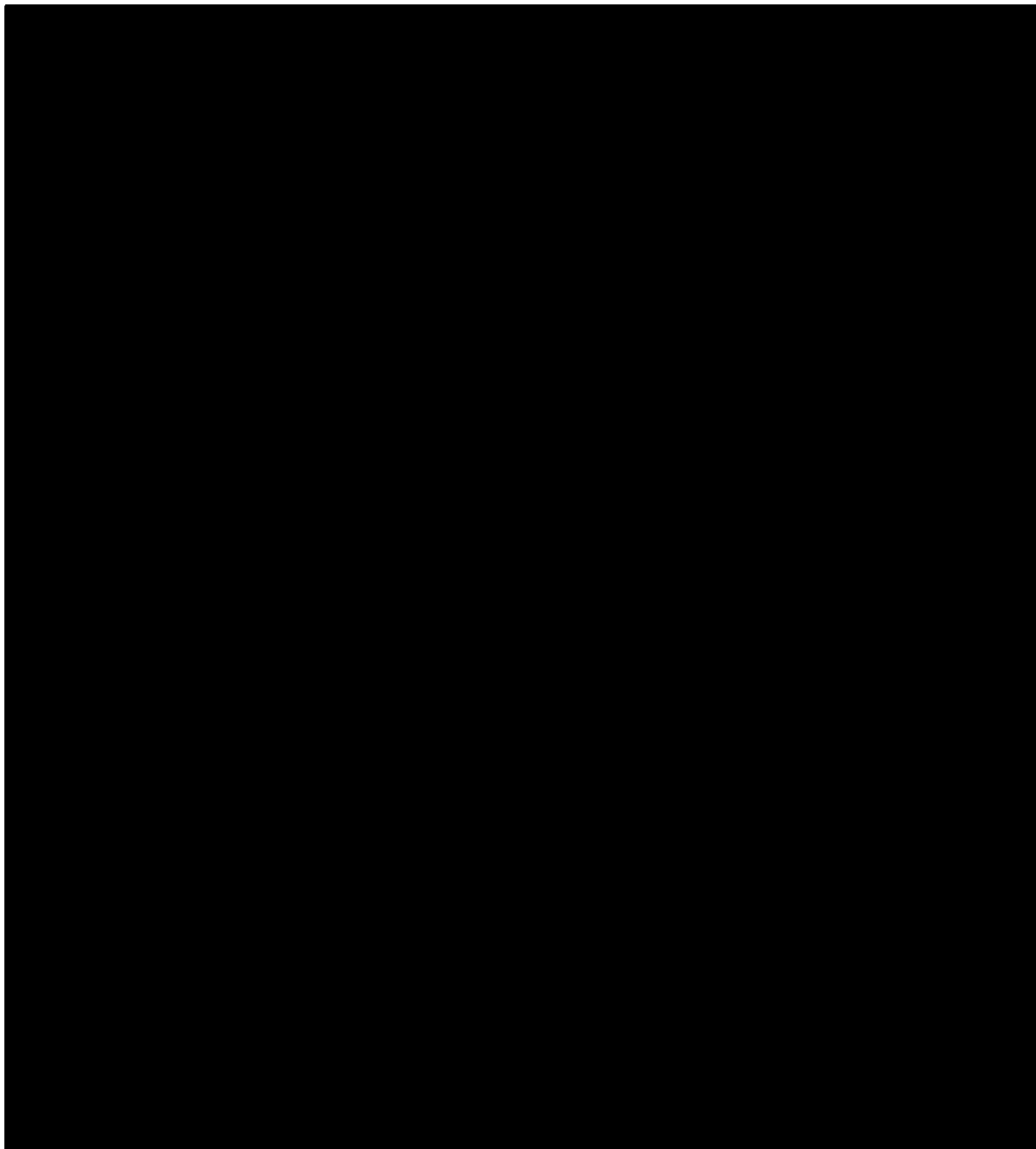


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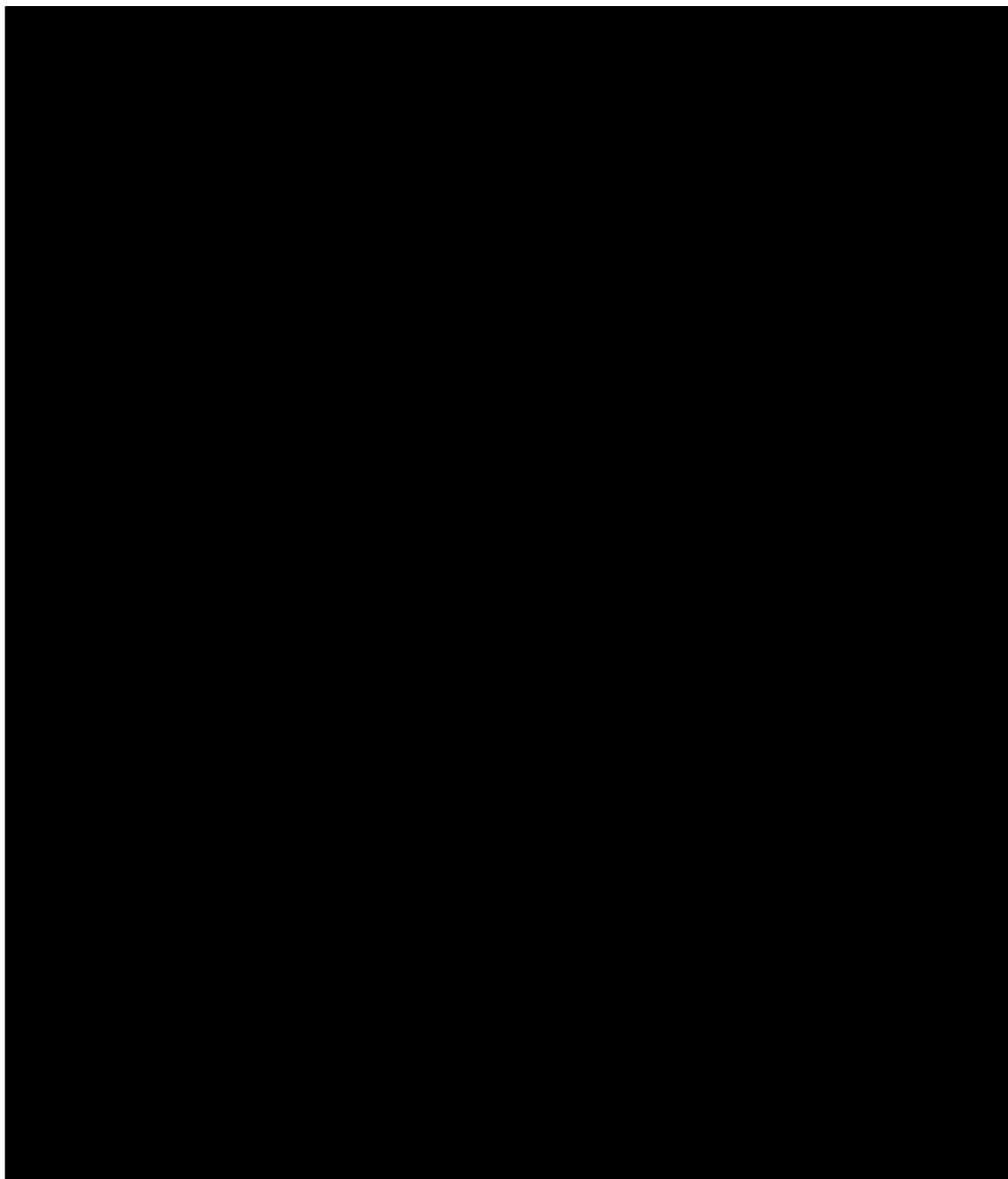
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 144 of 198

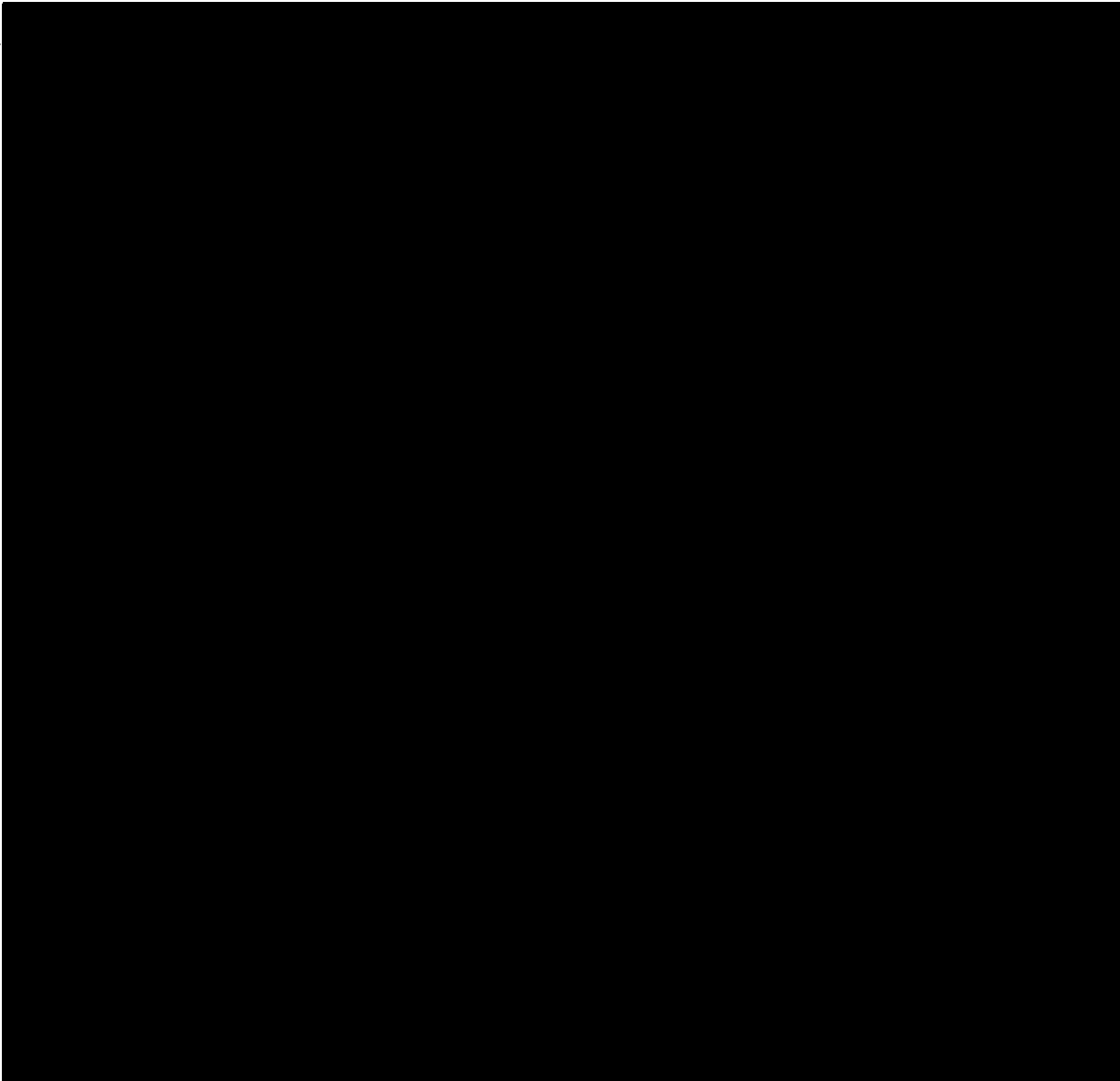


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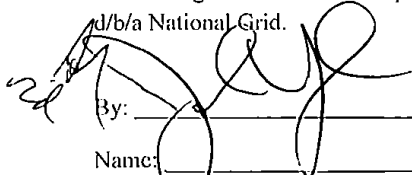
The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 145 of 198




REDACTED



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

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

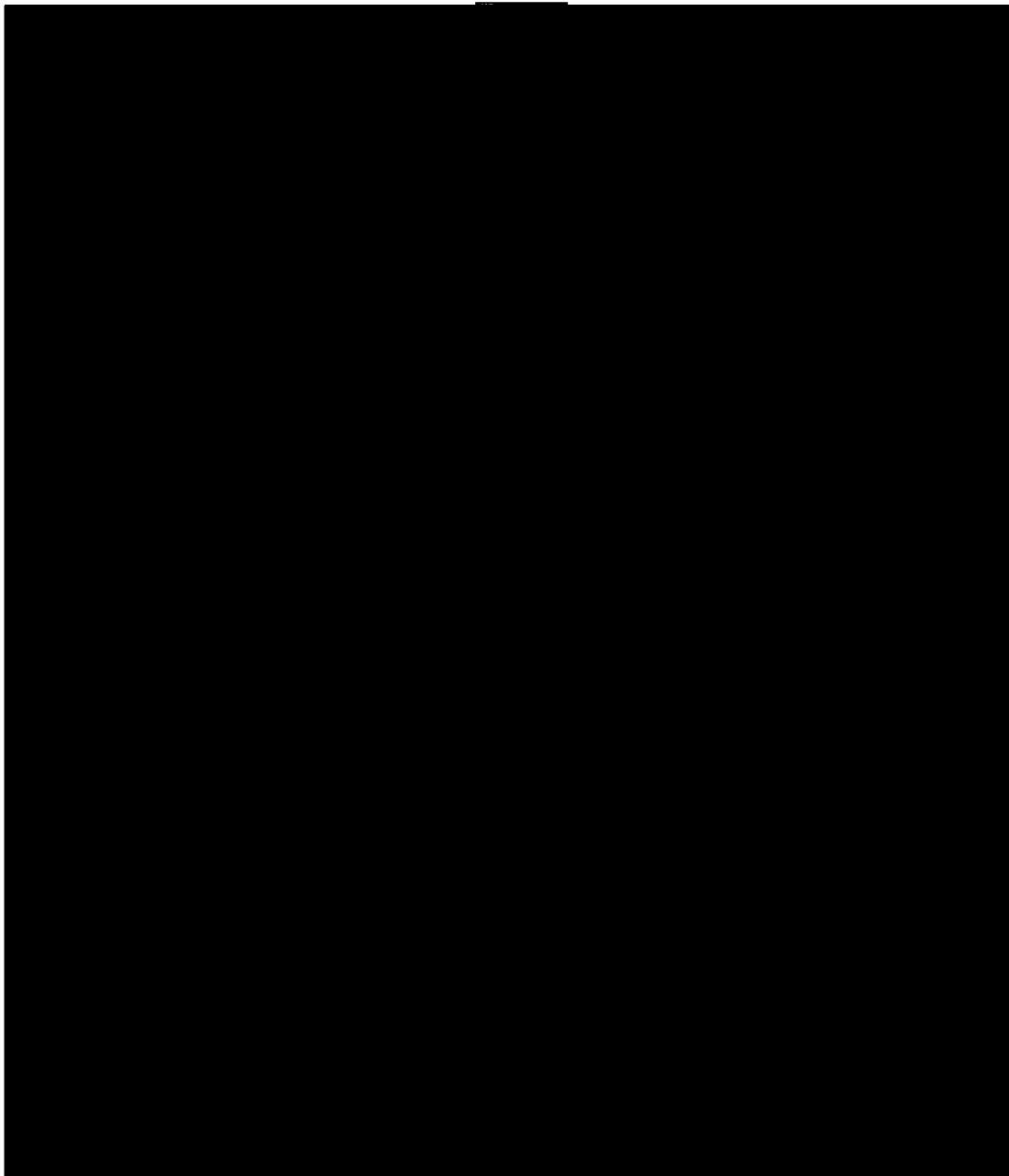
Prometheus Energy Group, Inc. & affiliates

By:   
Name: Jim Aivalis  
Title: COO

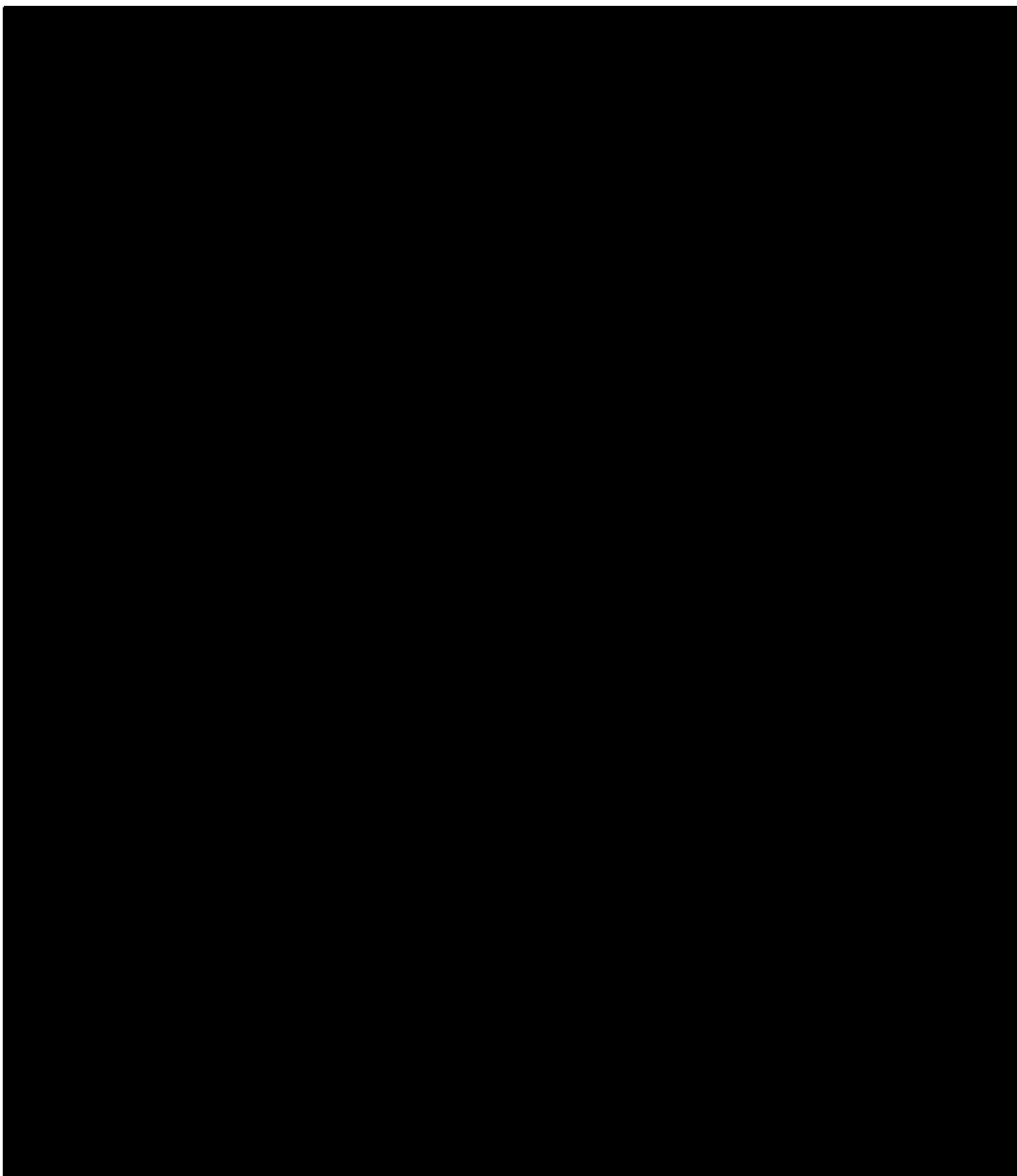
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 147 of 198

**Exhibit A**

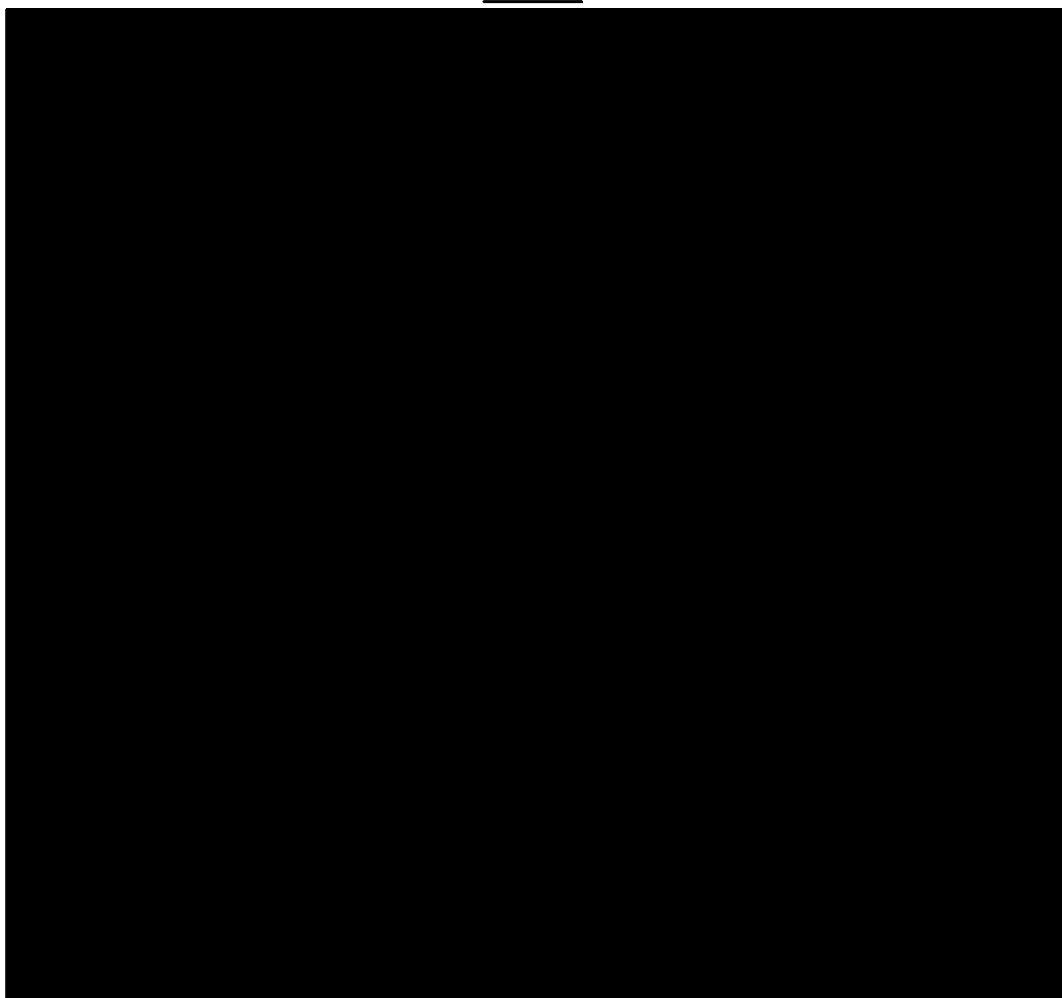


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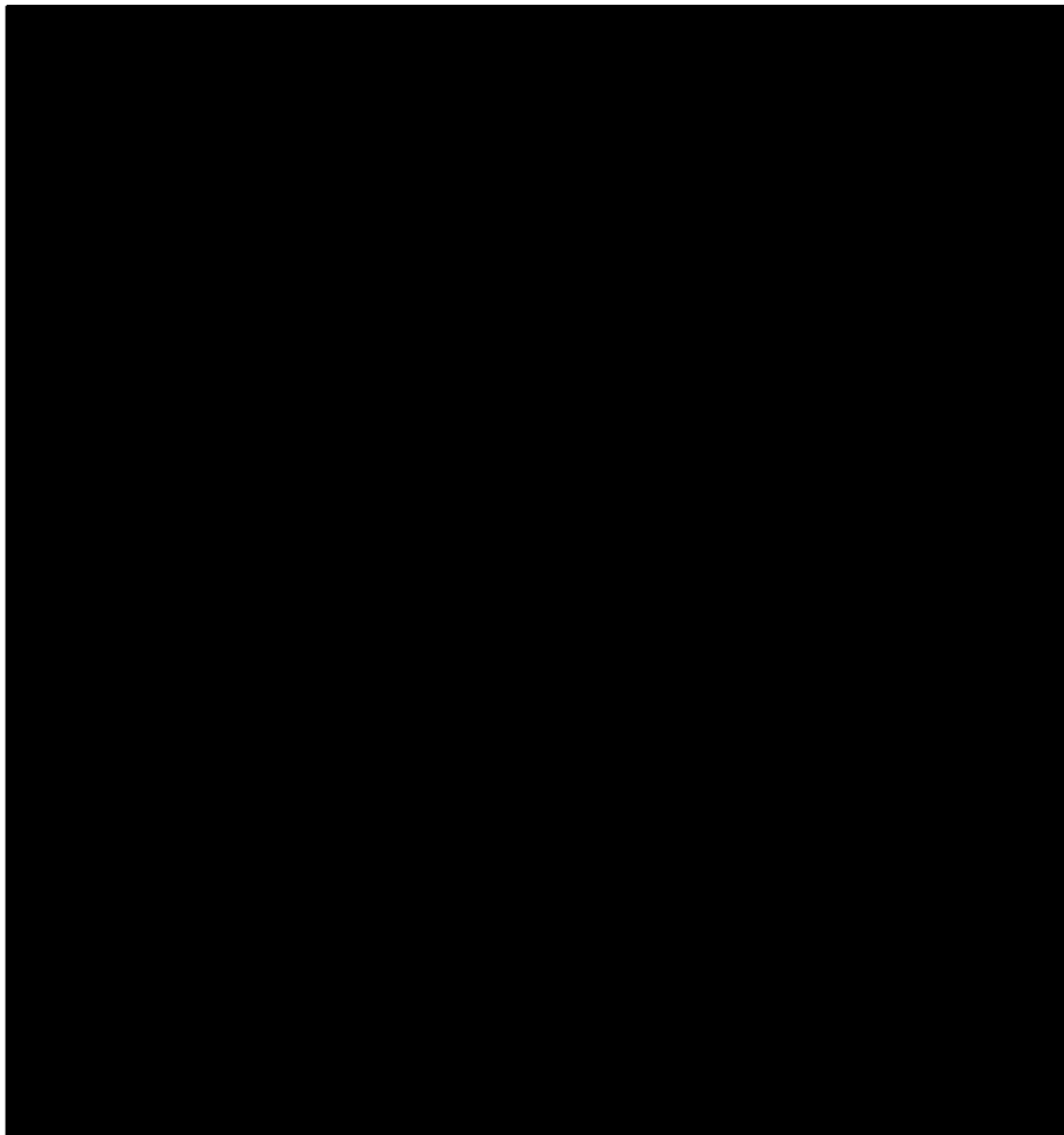
REDACTED

Exhibit B



REDACTED

Exhibit C





REDACTED

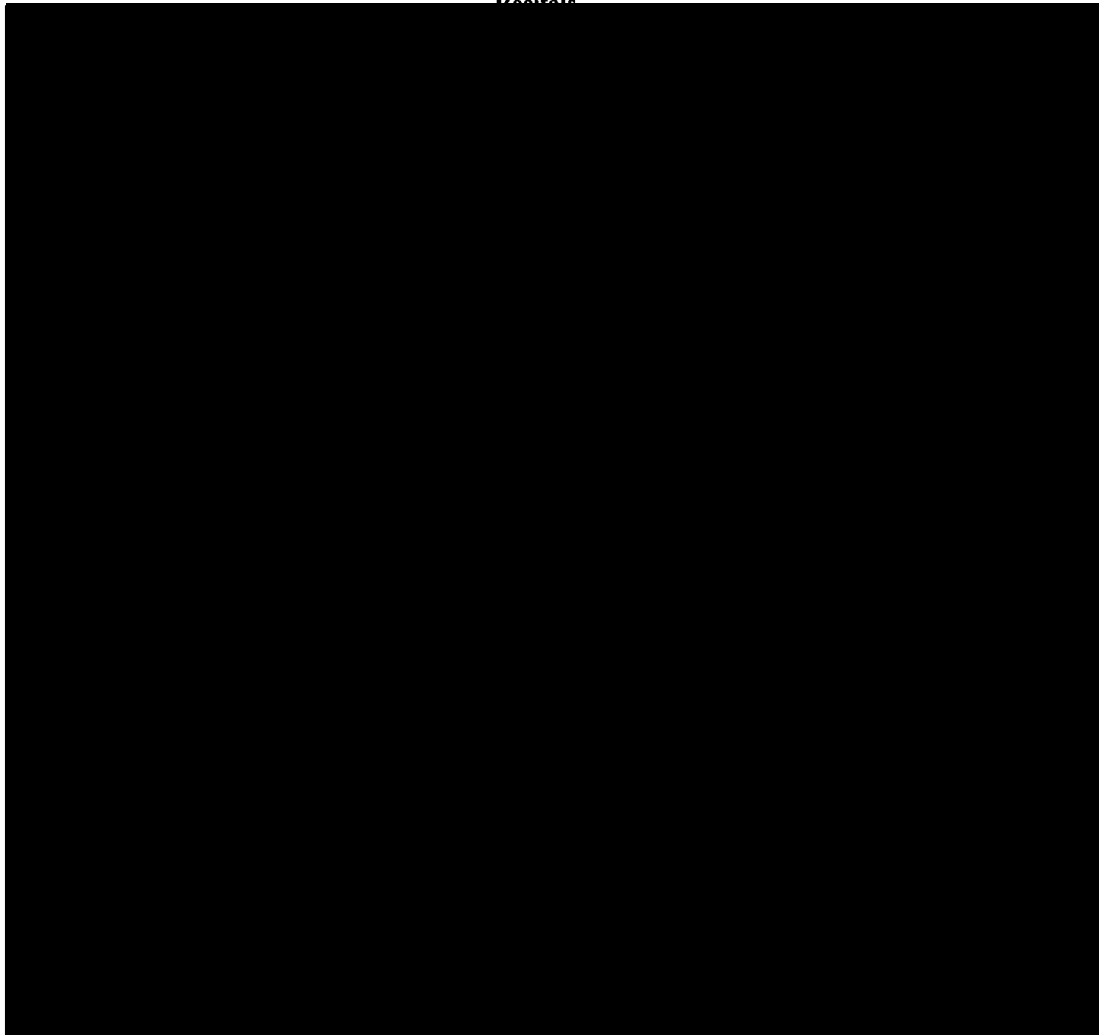
Contract ID # 5029

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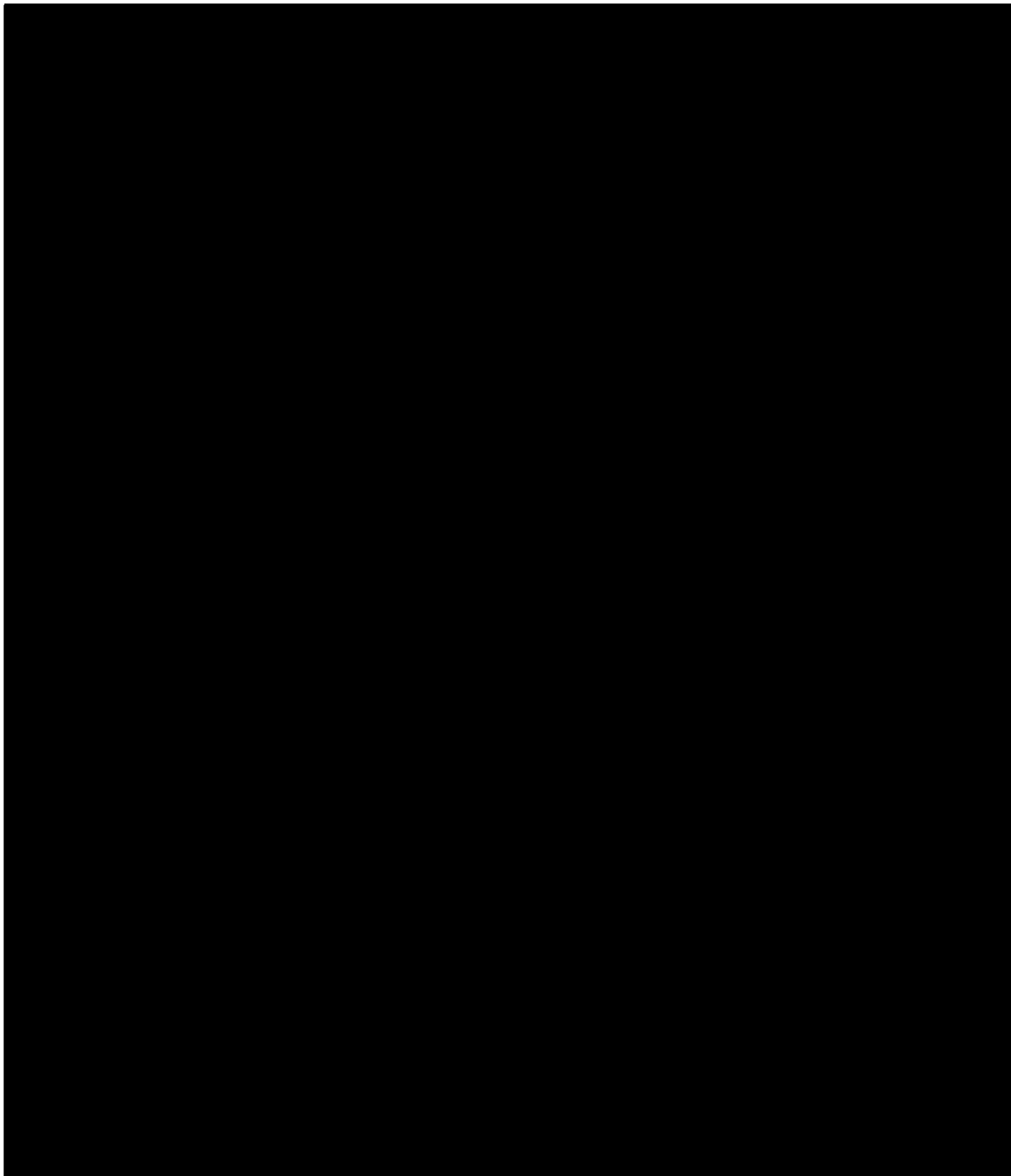
**Equipment Rental and Support Services Agreement**

This Equipment Rental and Support Services Agreement (this "Agreement") is entered into this 14<sup>th</sup> 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".

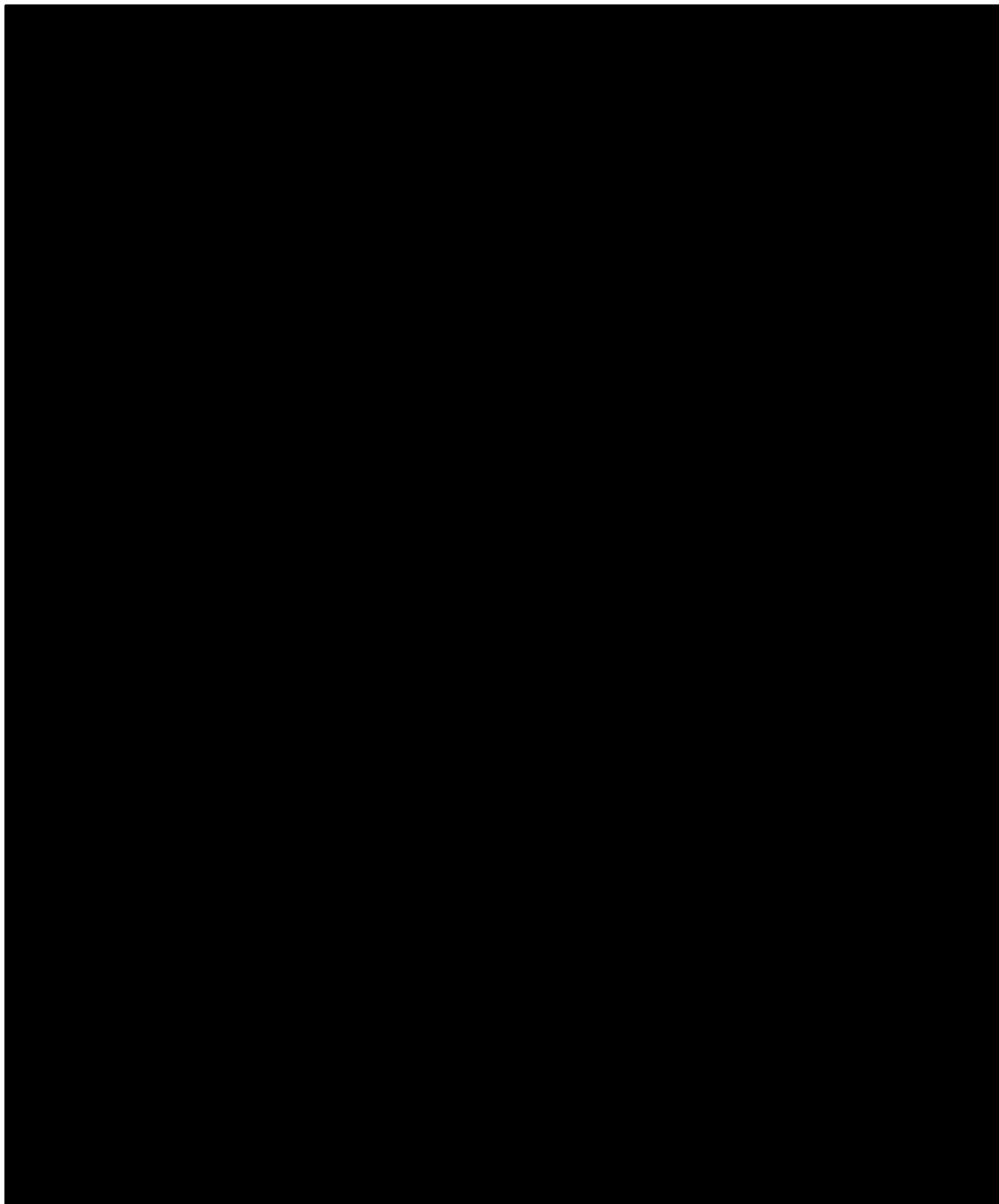
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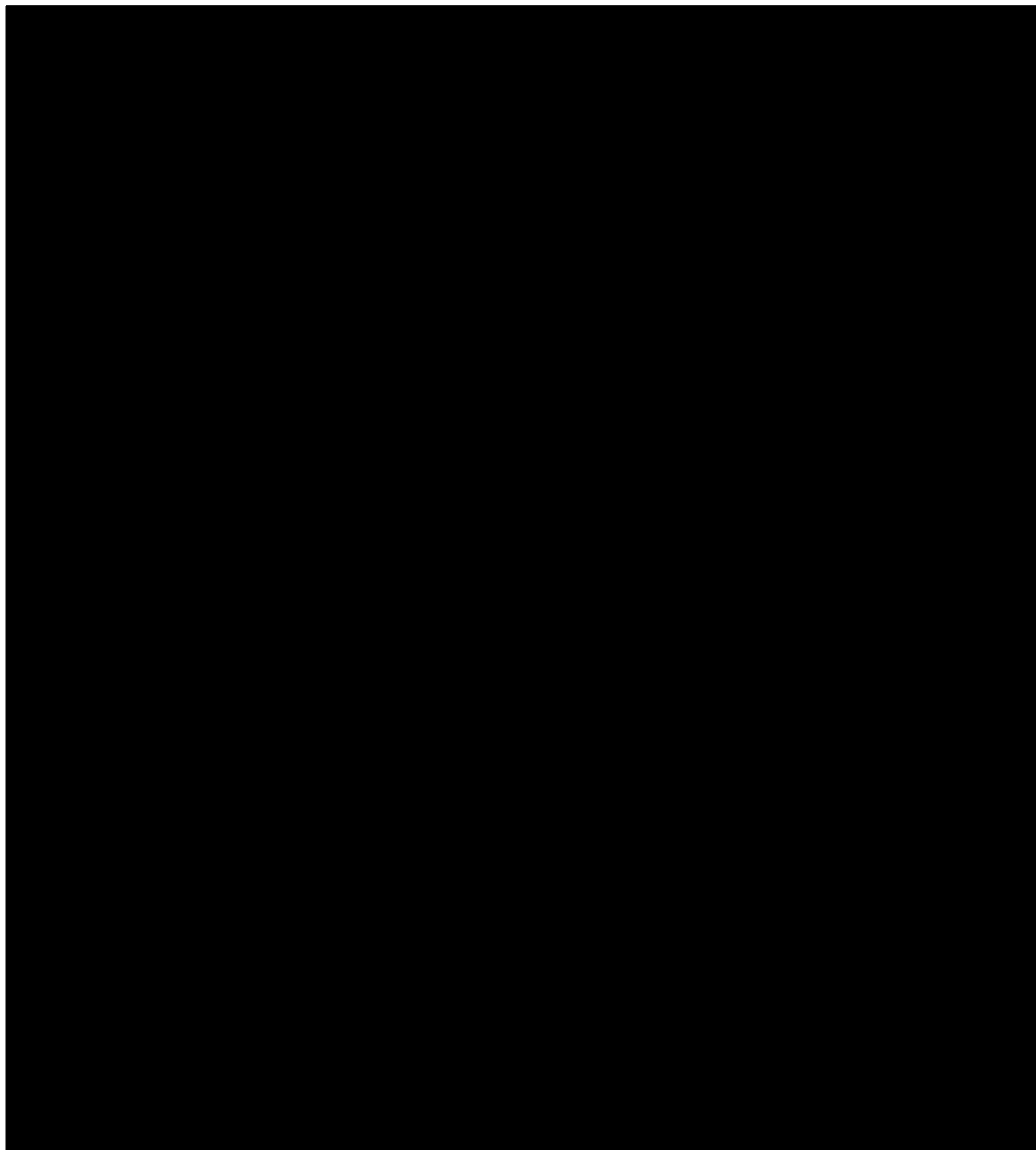


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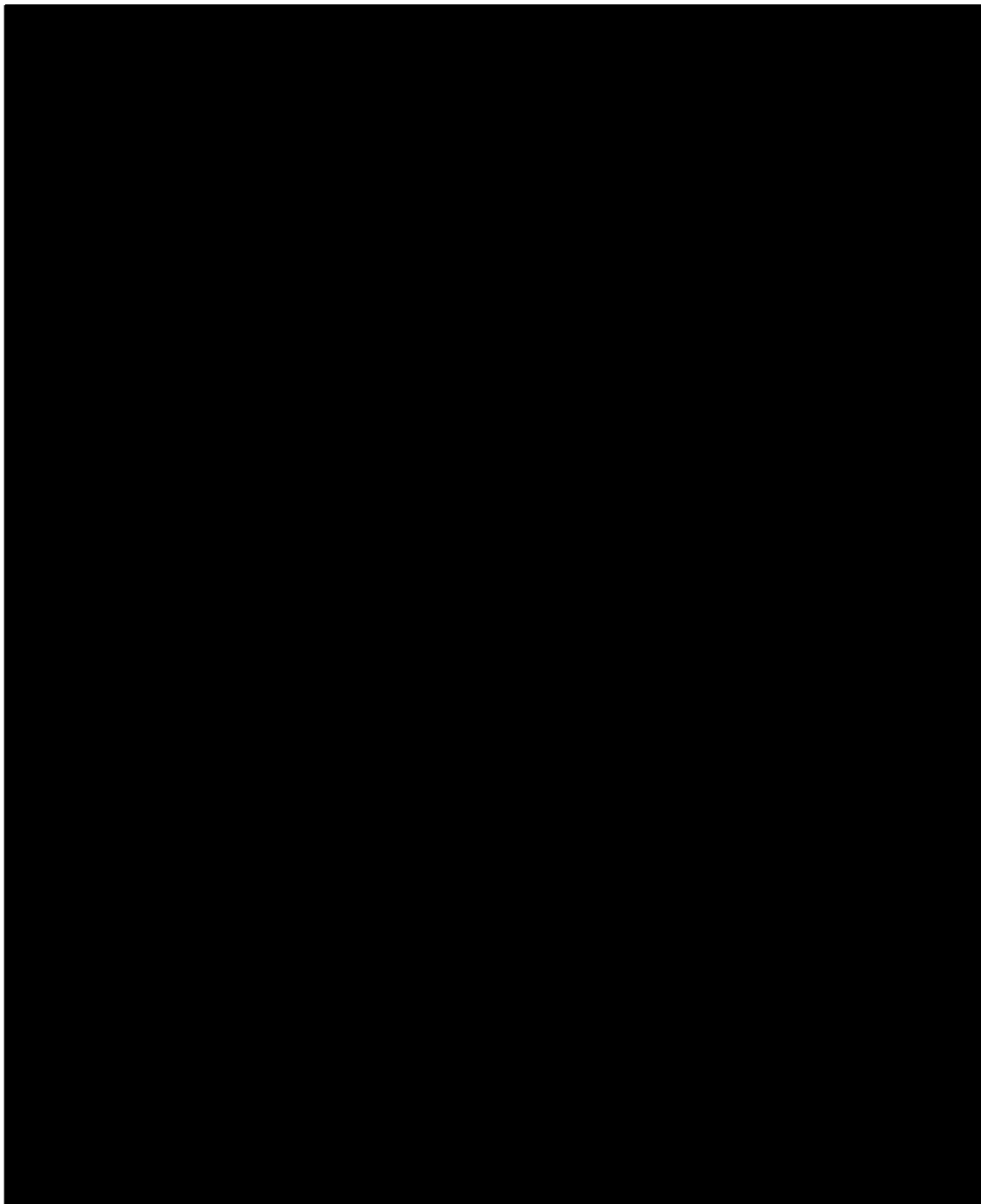


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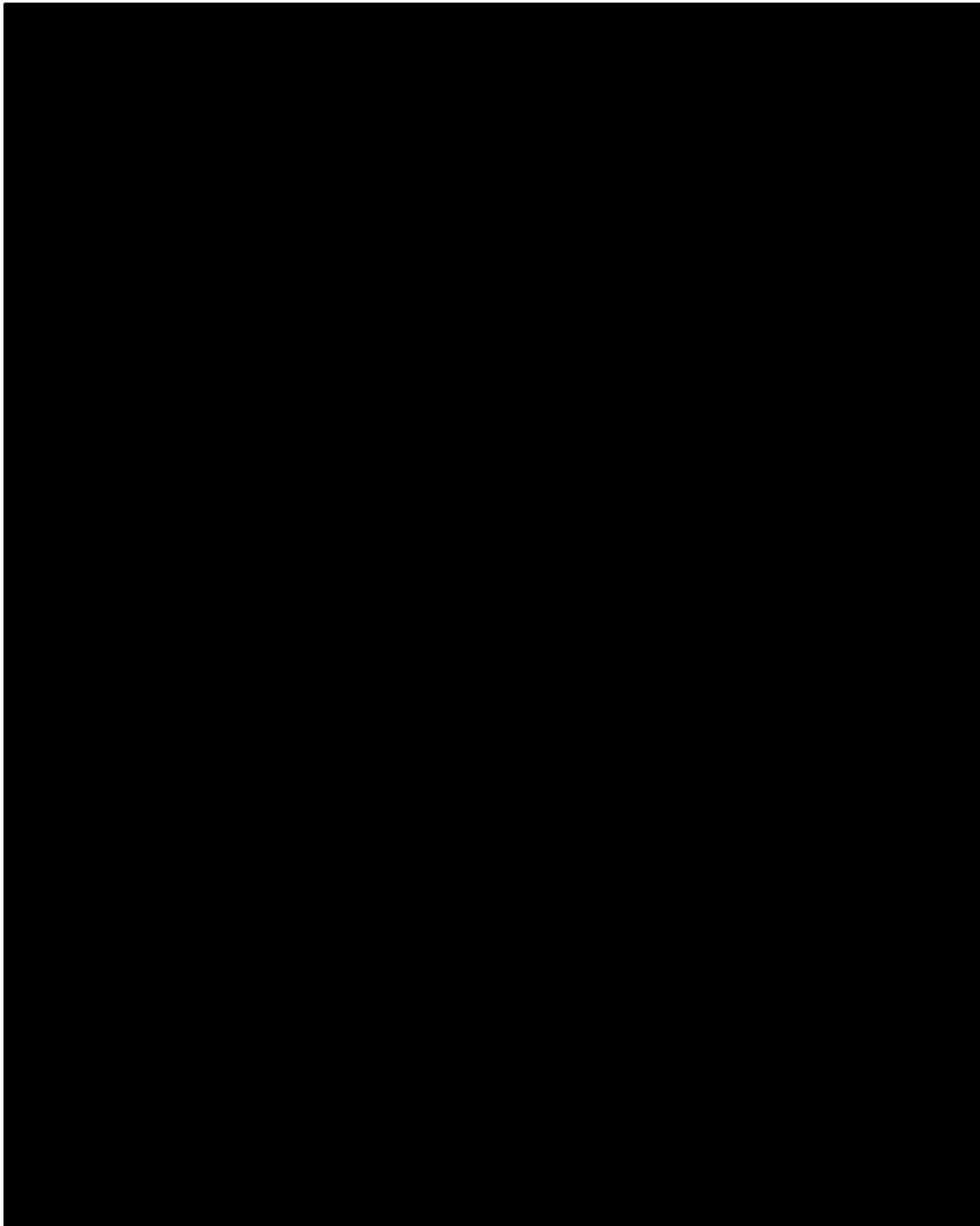
The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 154 of 198



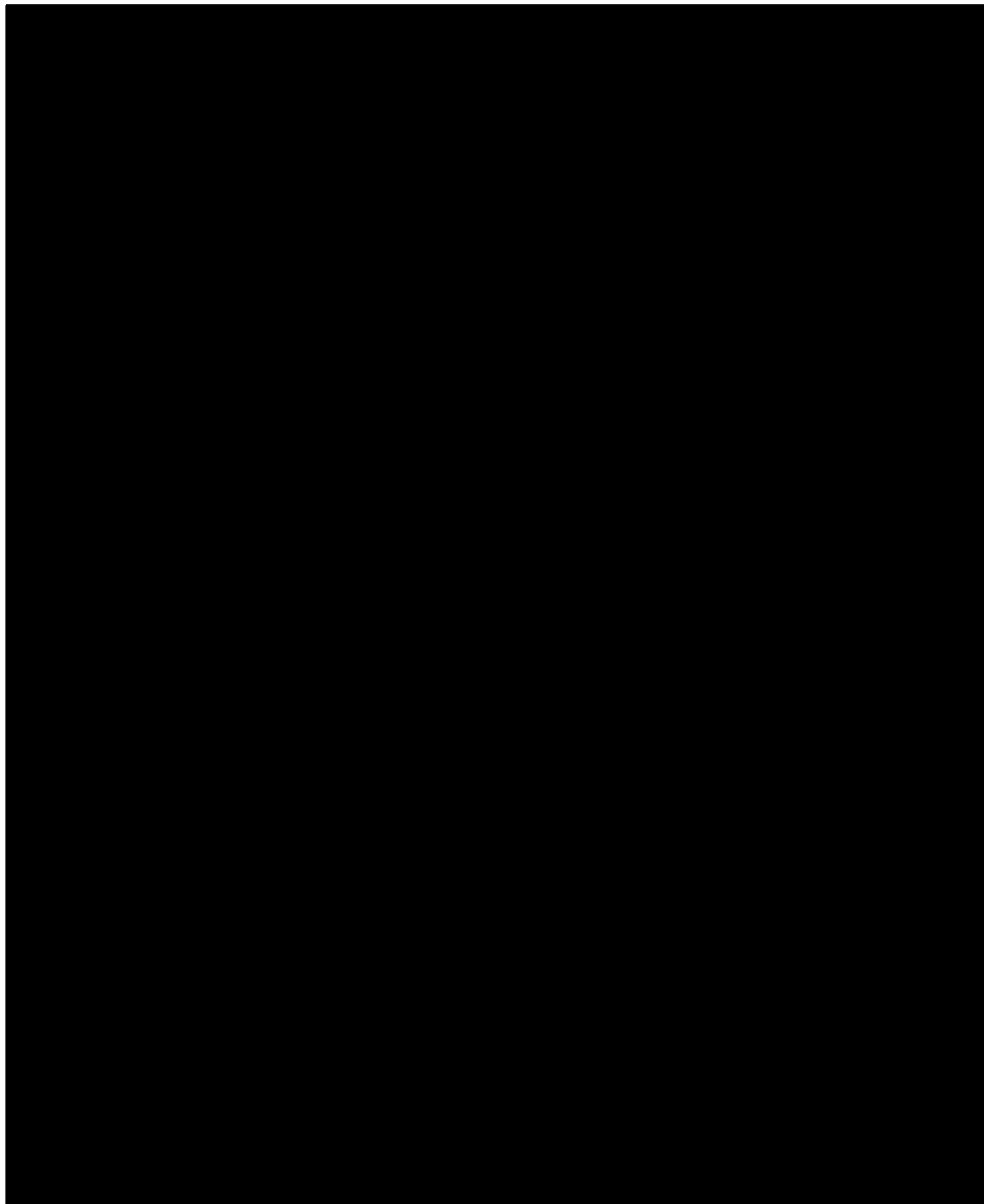
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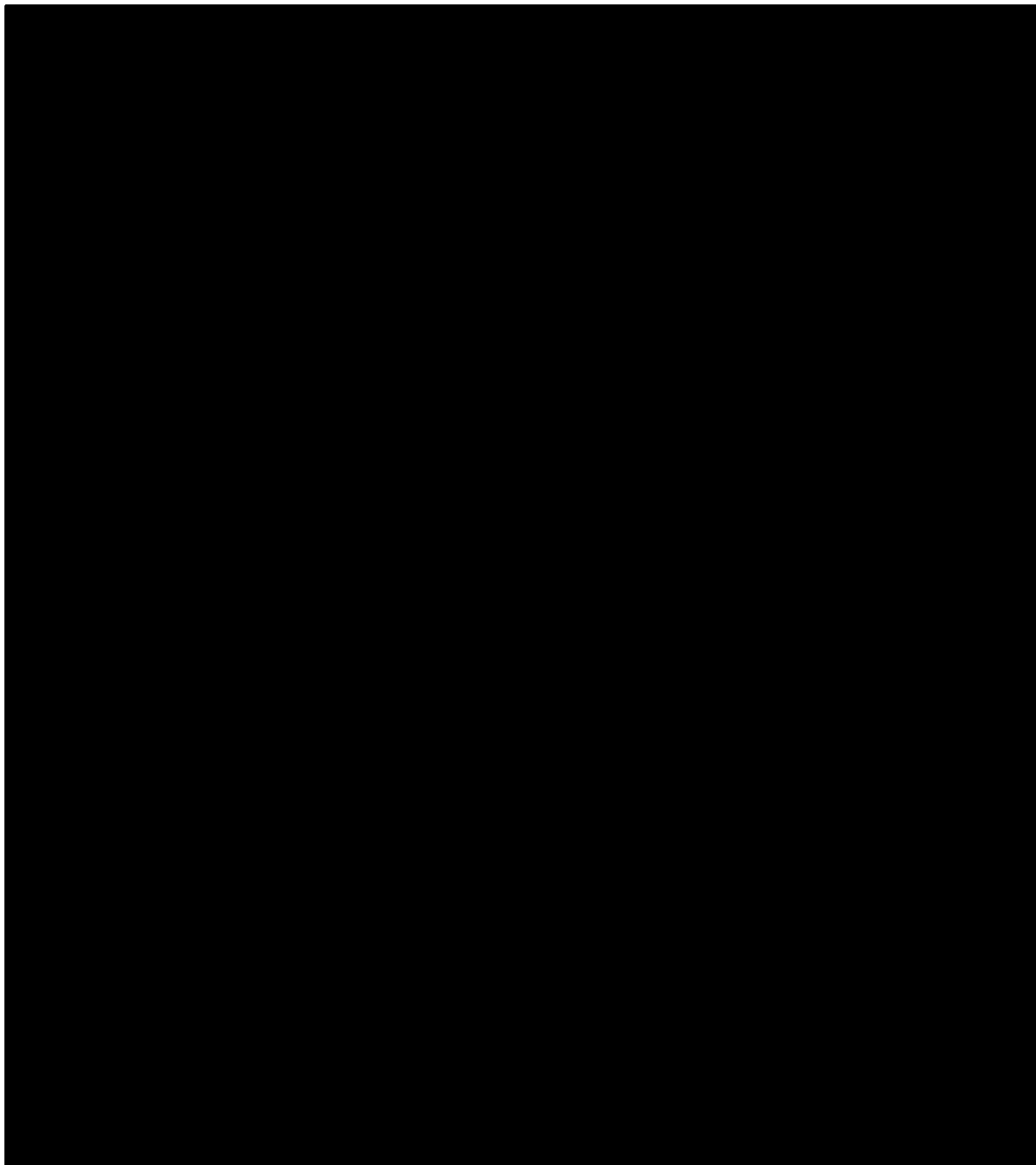
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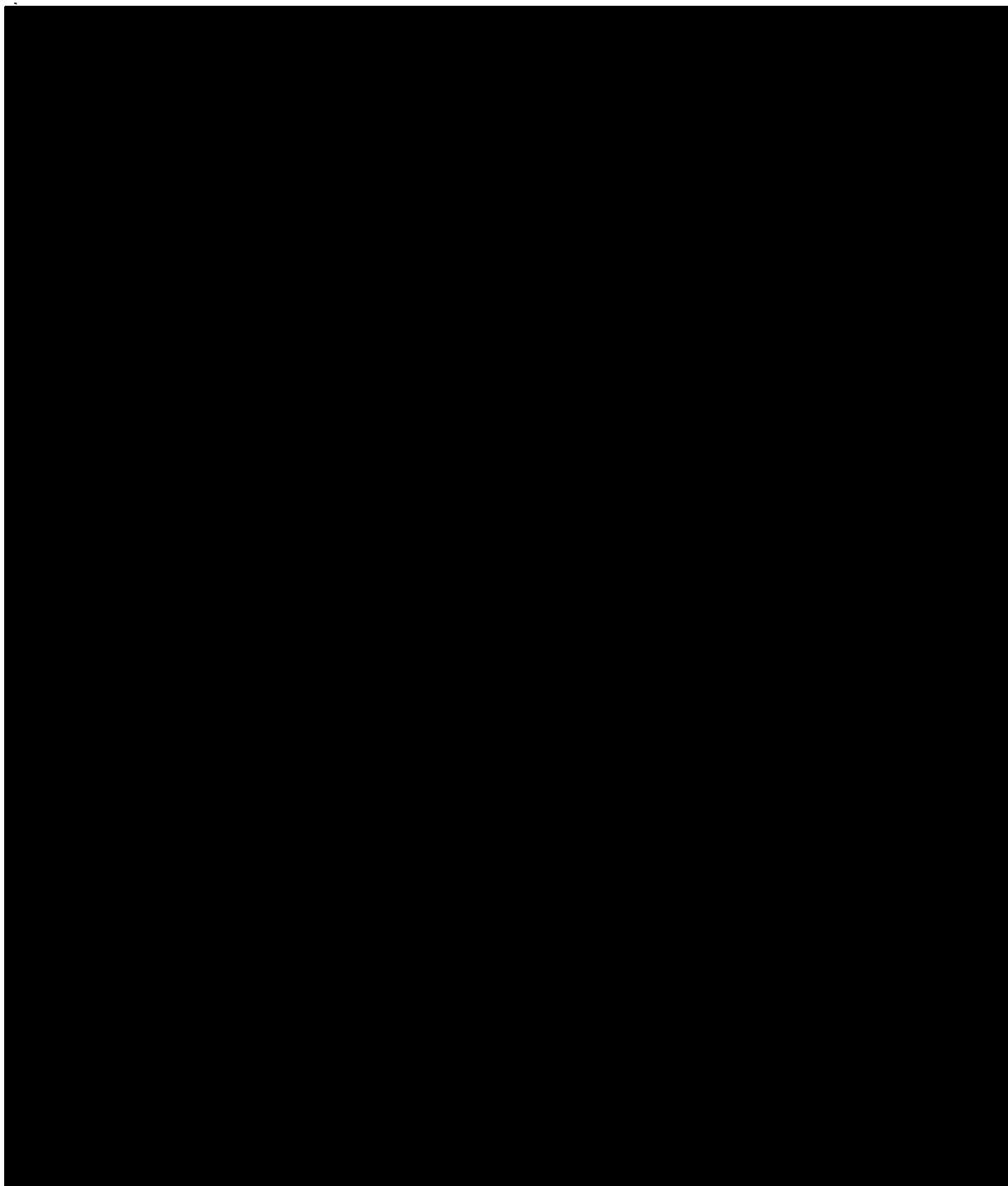
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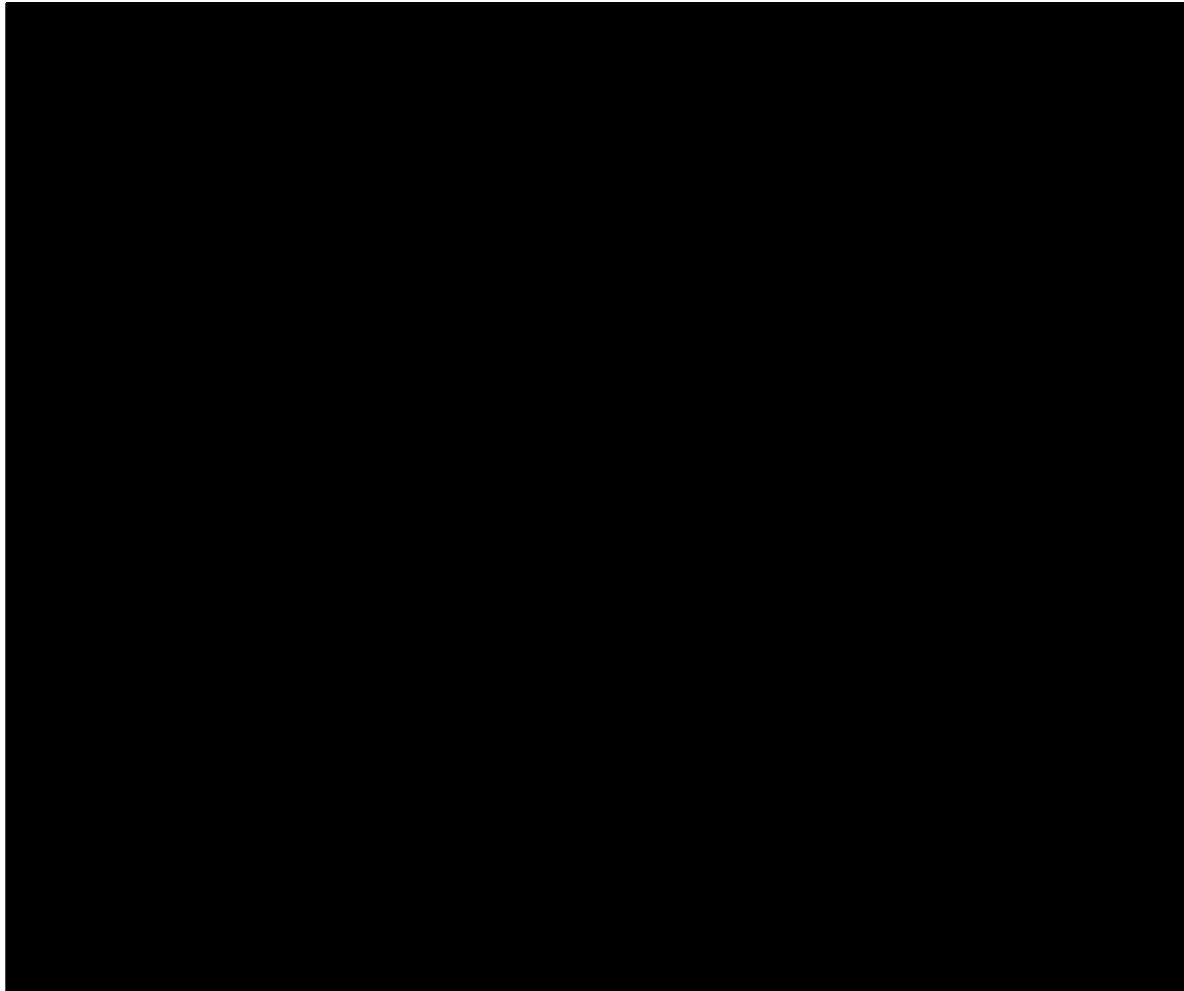


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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 159 of 198

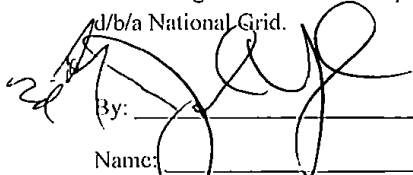


REDACTED




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

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

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

Prometheus Energy Group, Inc. & affiliates

By:   
Name: Jim Aivalis  
Title: COO

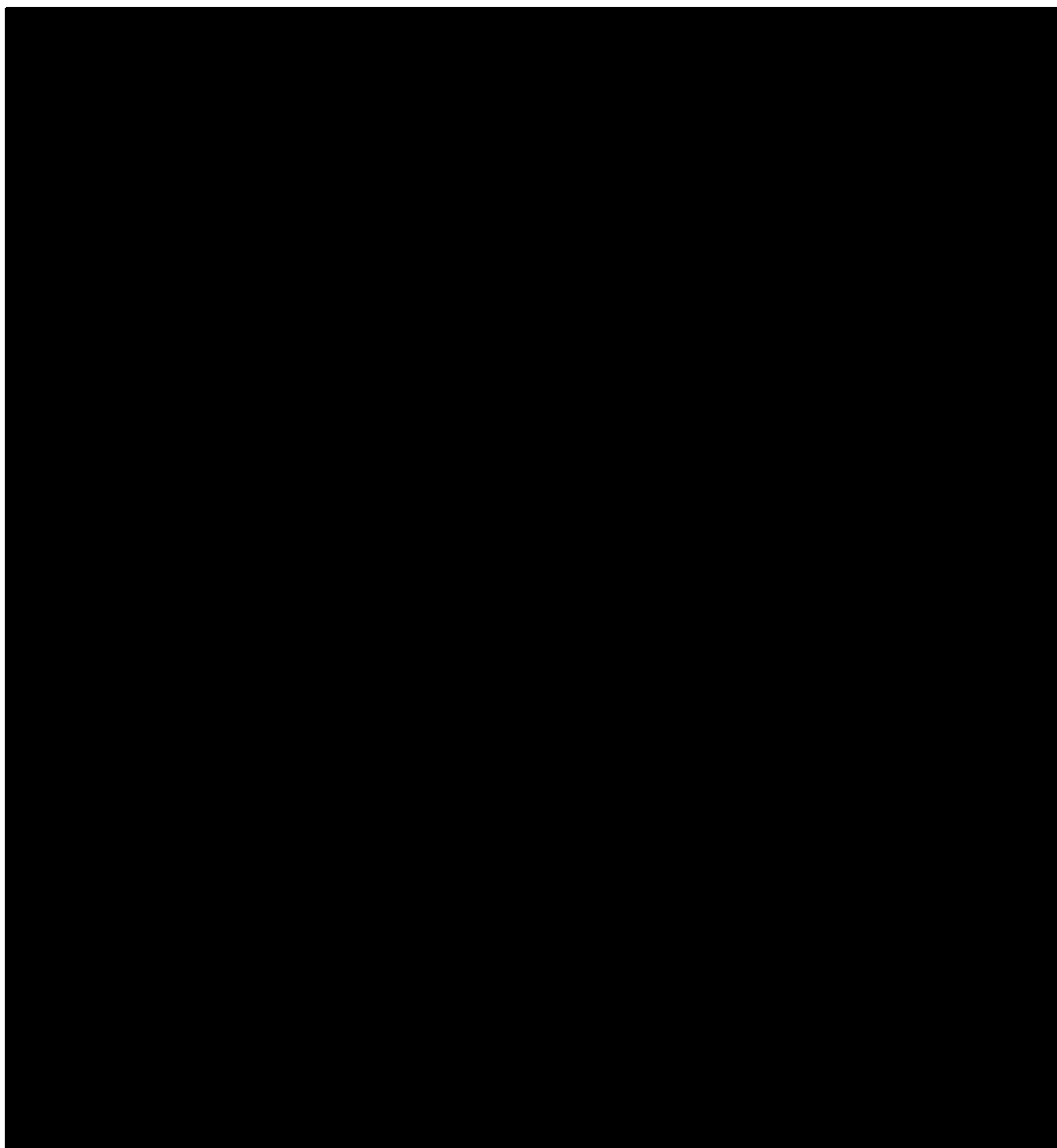
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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 161 of 198

Exhibit A



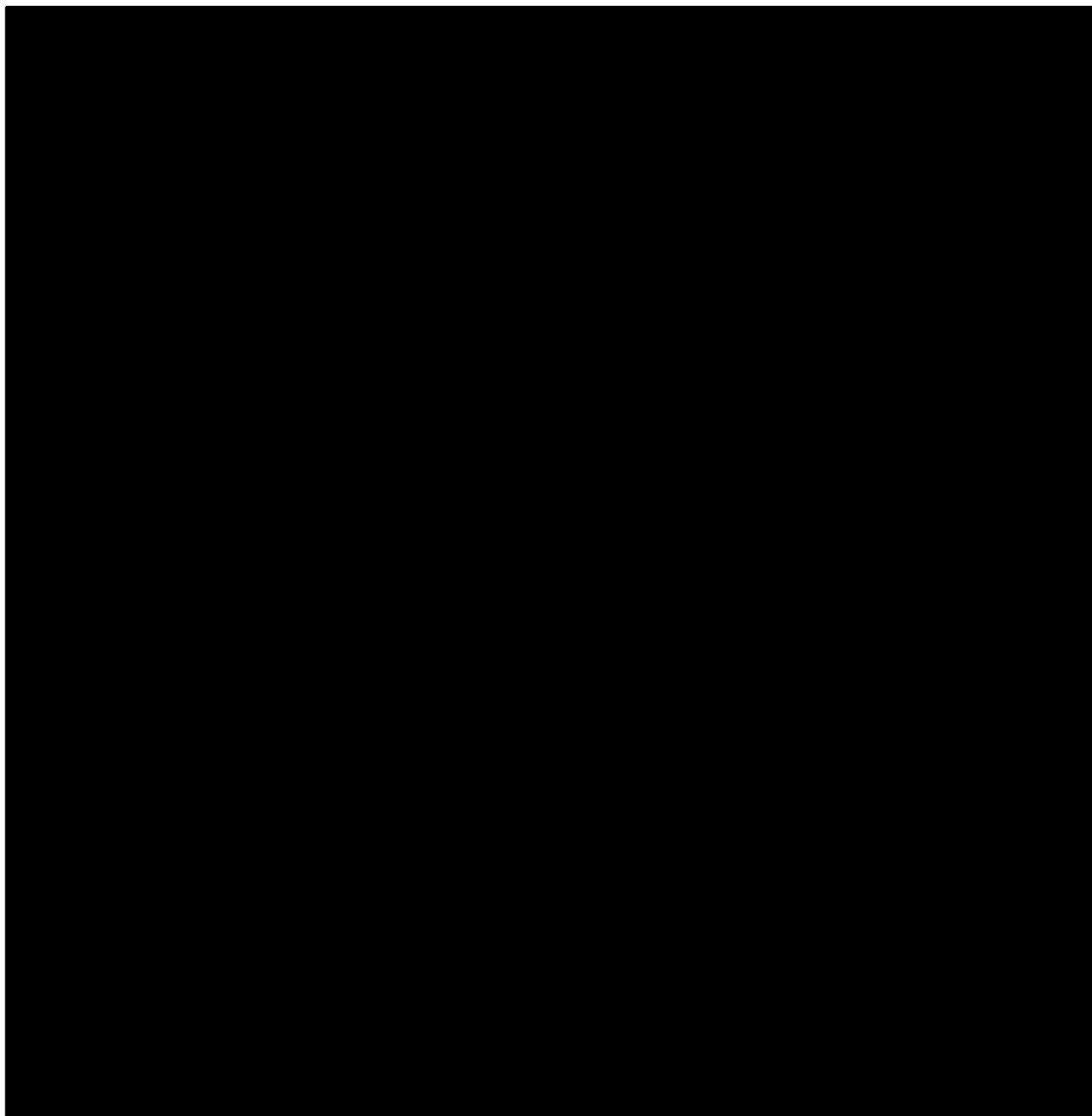
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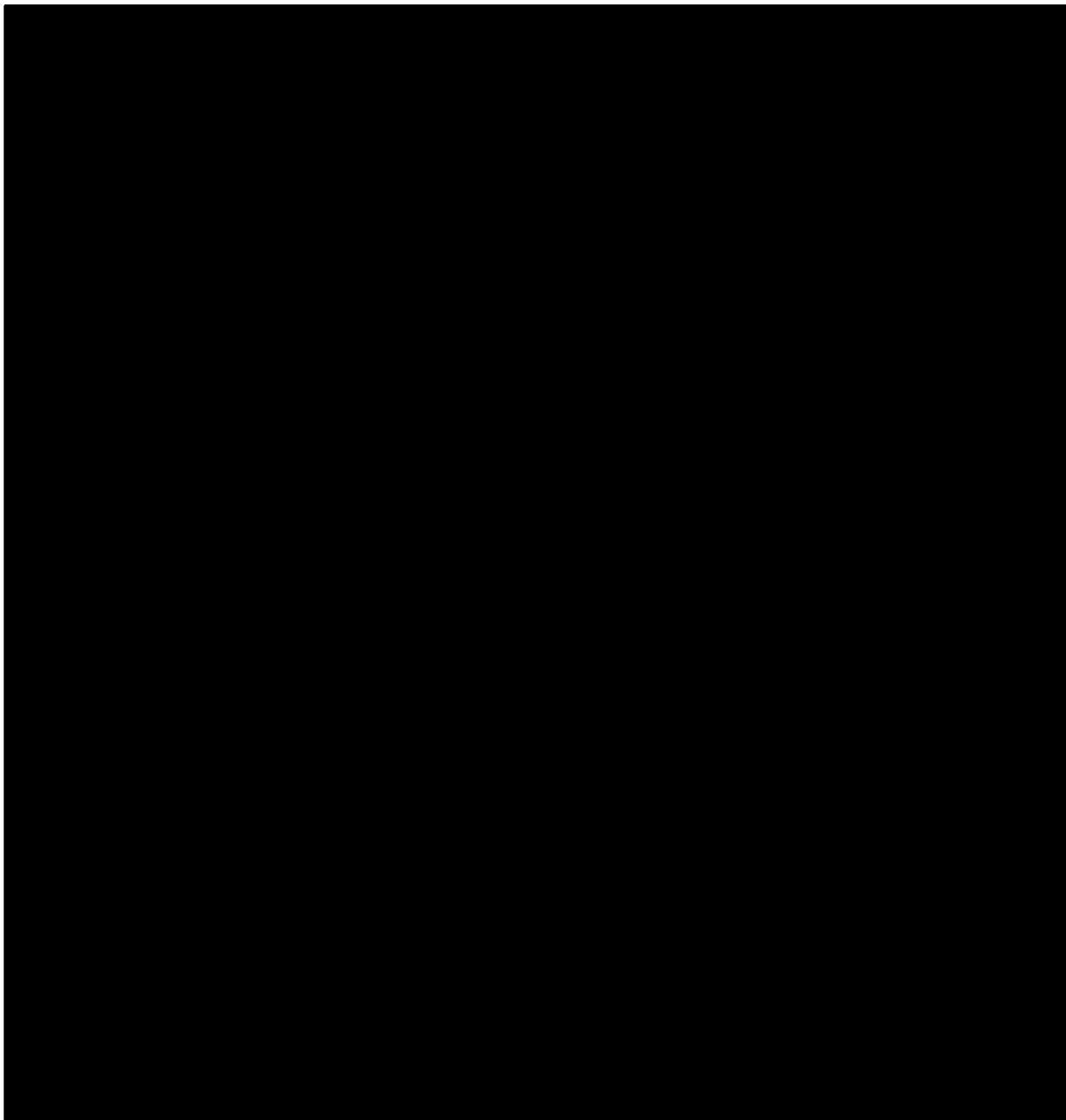
**Exhibit B**

**Pricing**



REDACTED

Exhibit C



REDACTED

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**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**

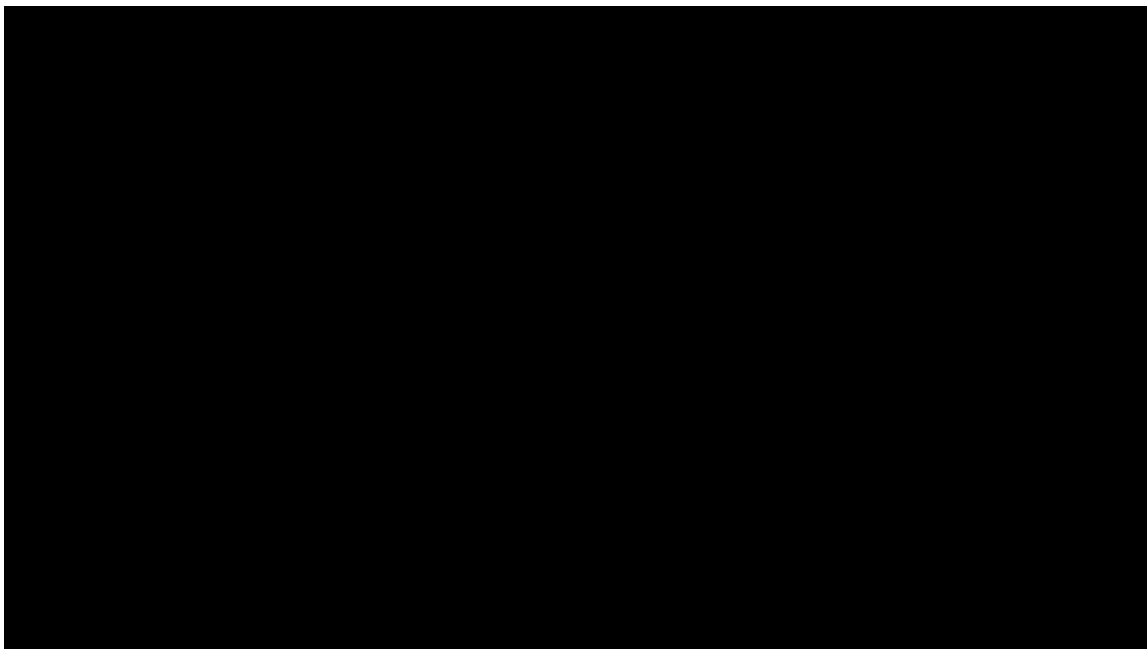
**Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.**

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**

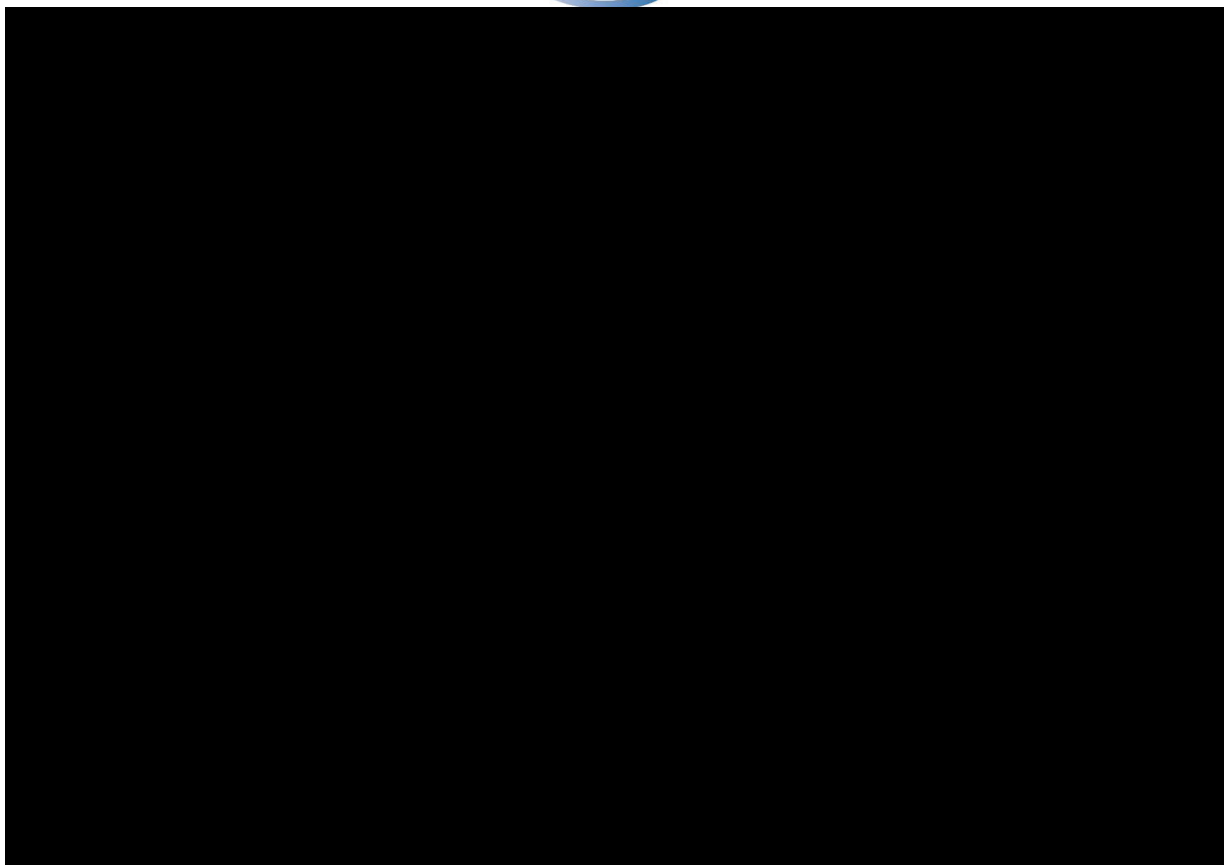
WHEREAS, The Parties have previously entered into the Agreement and wish to amend the Agreement as provided herein.

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:



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





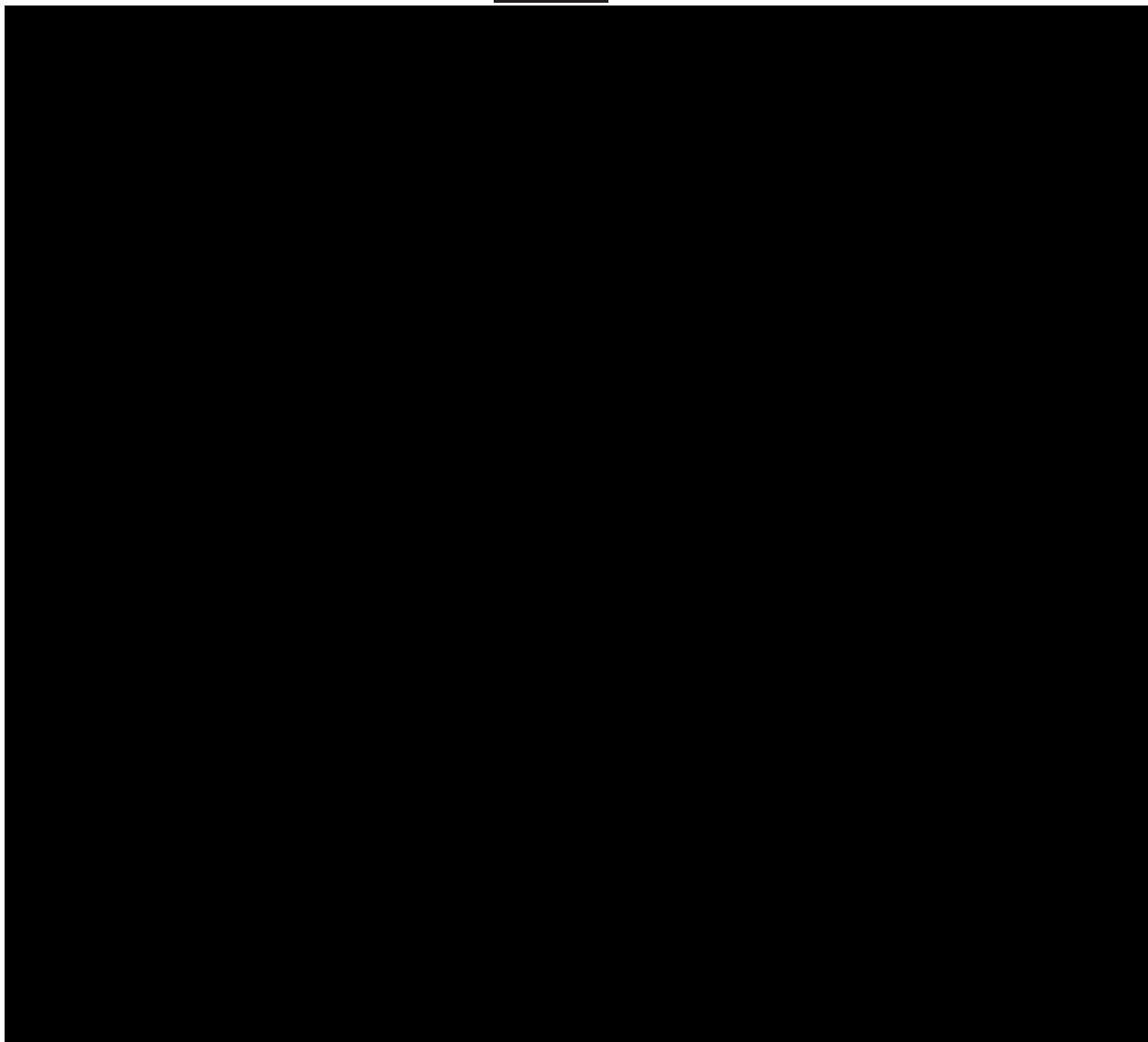
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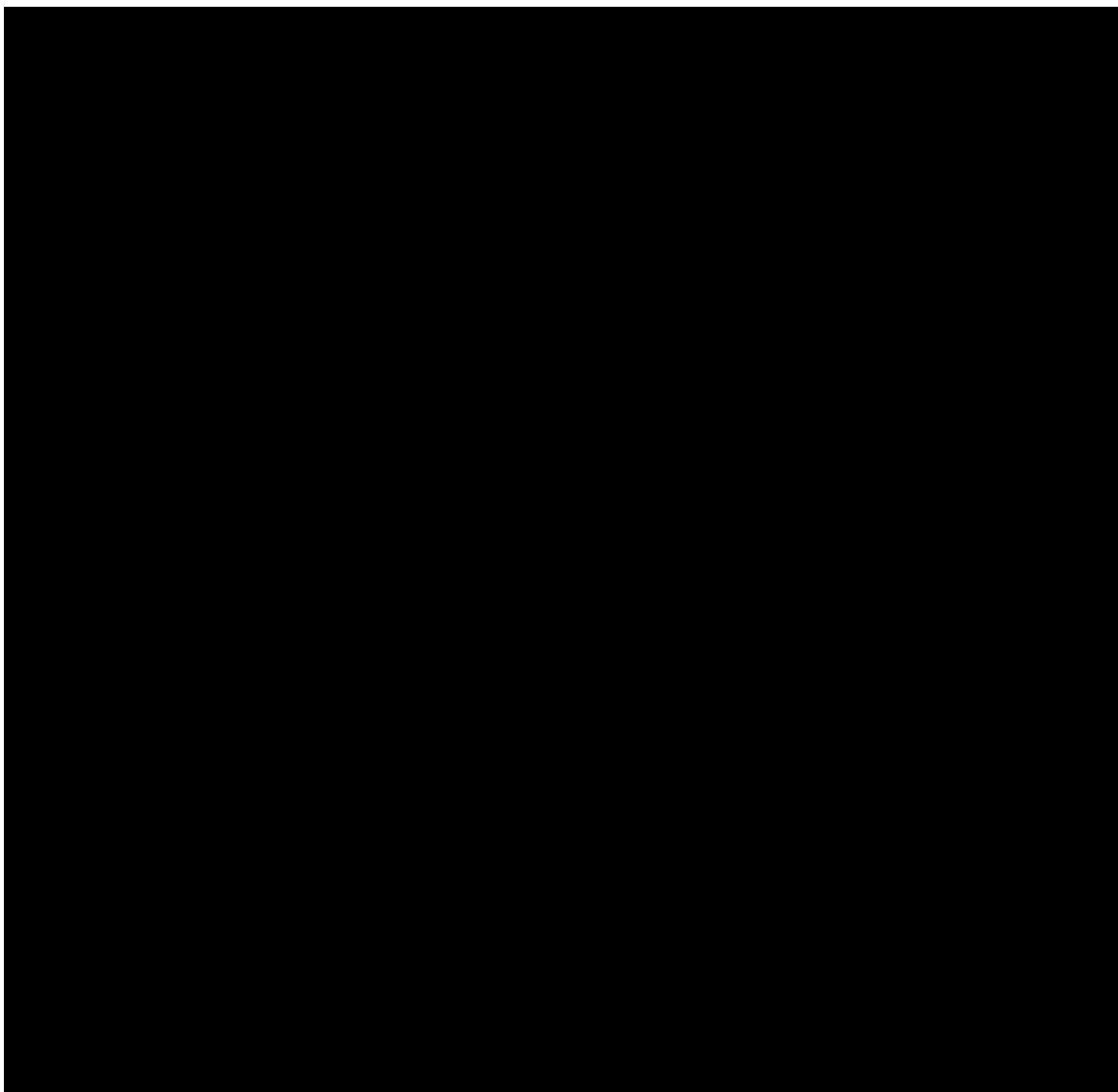
Exhibit A-

Equipment



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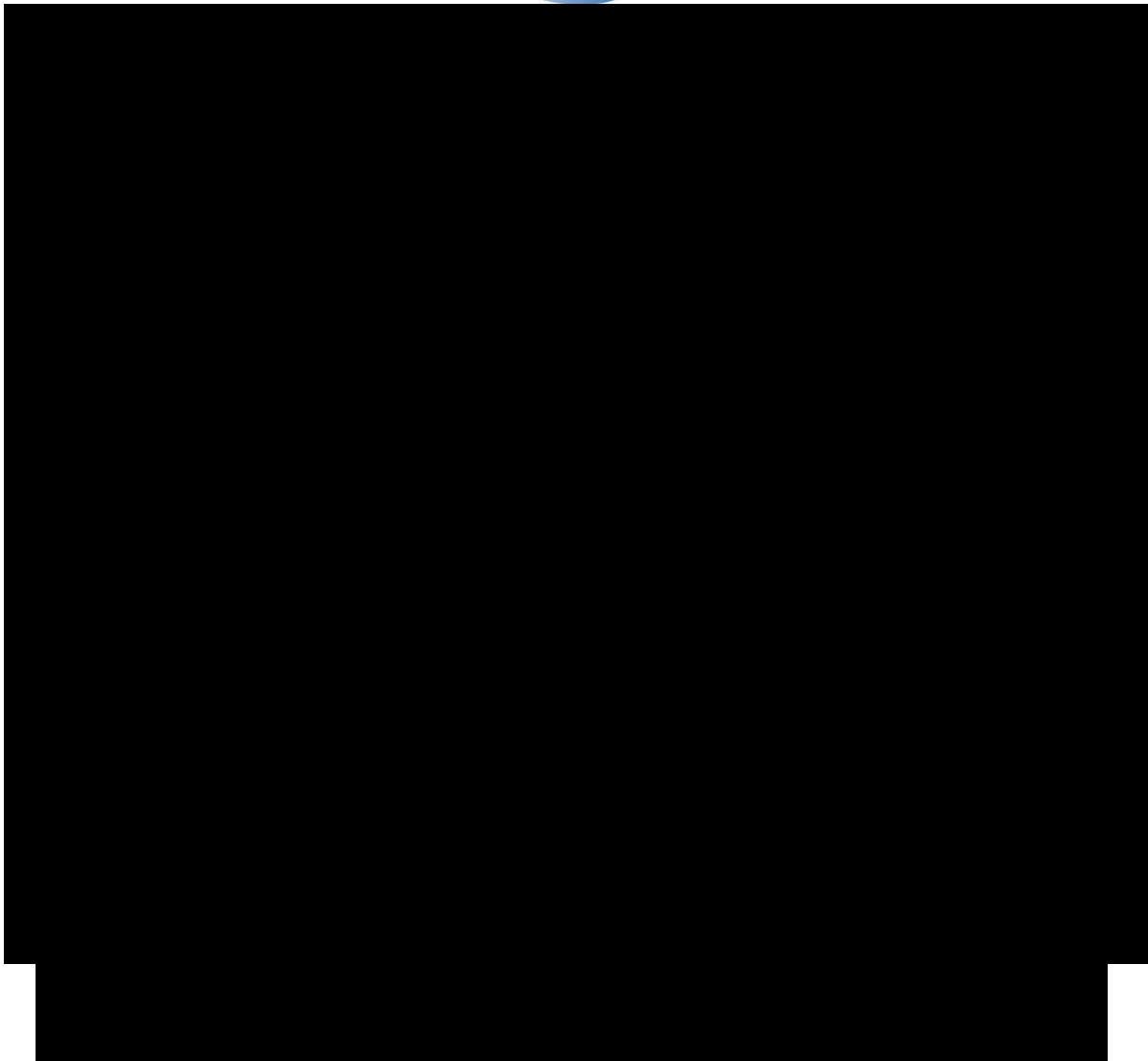
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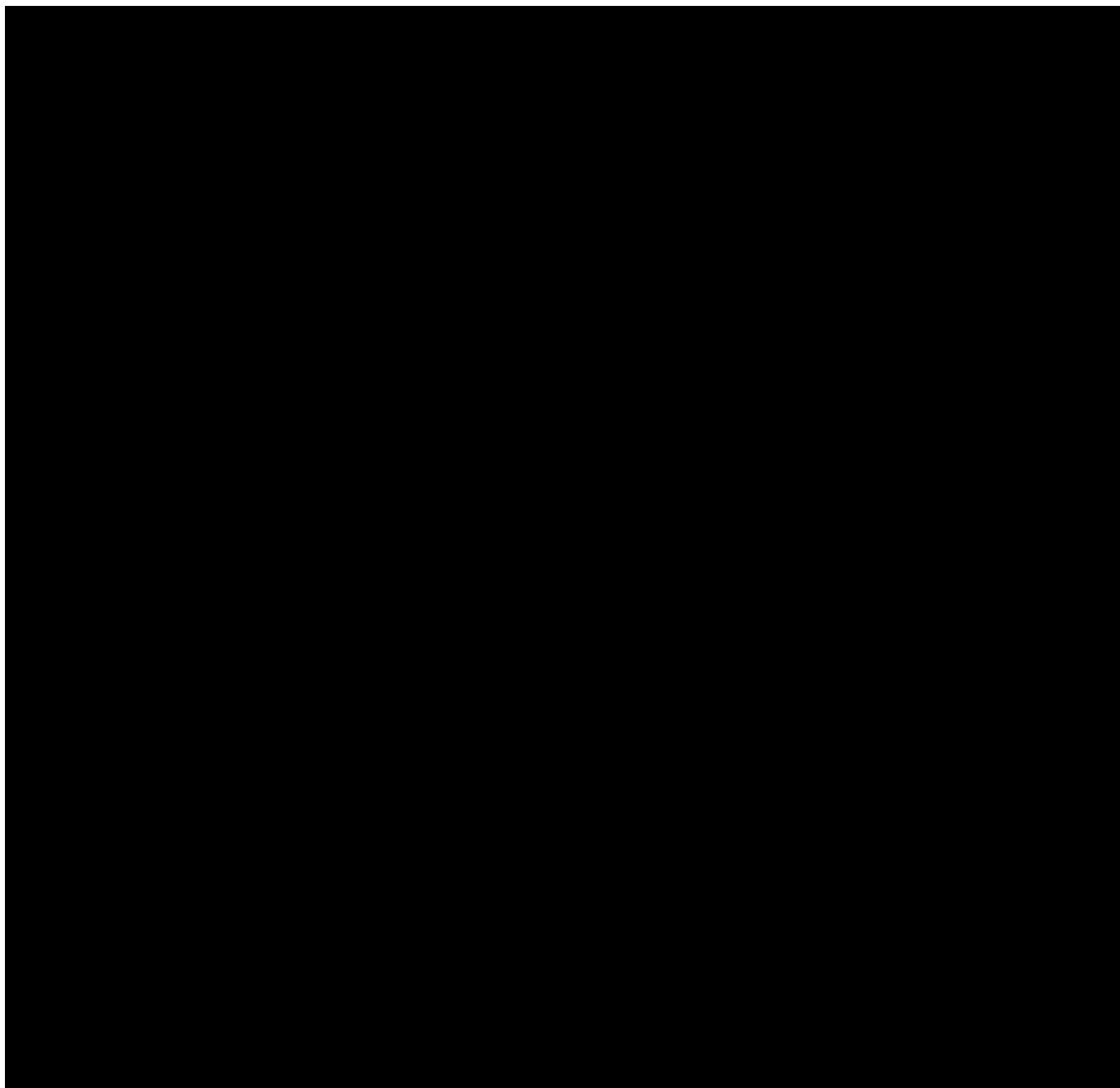
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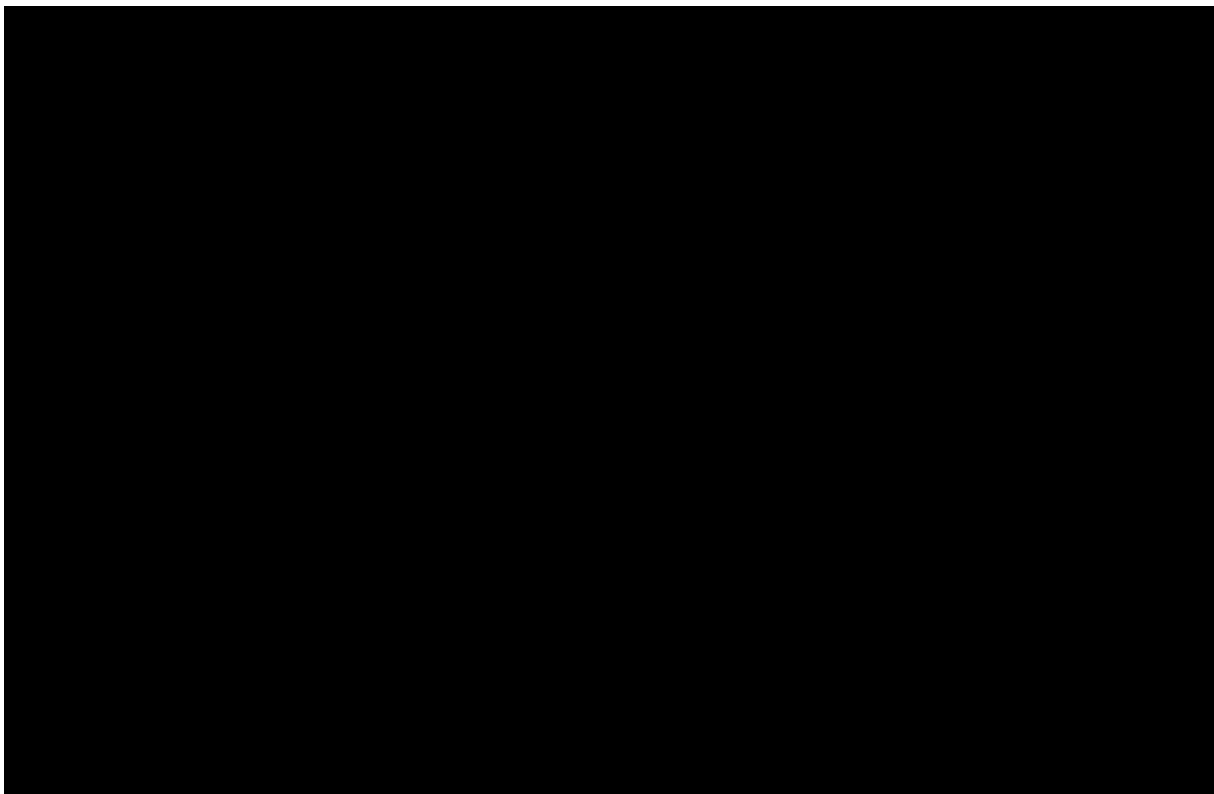
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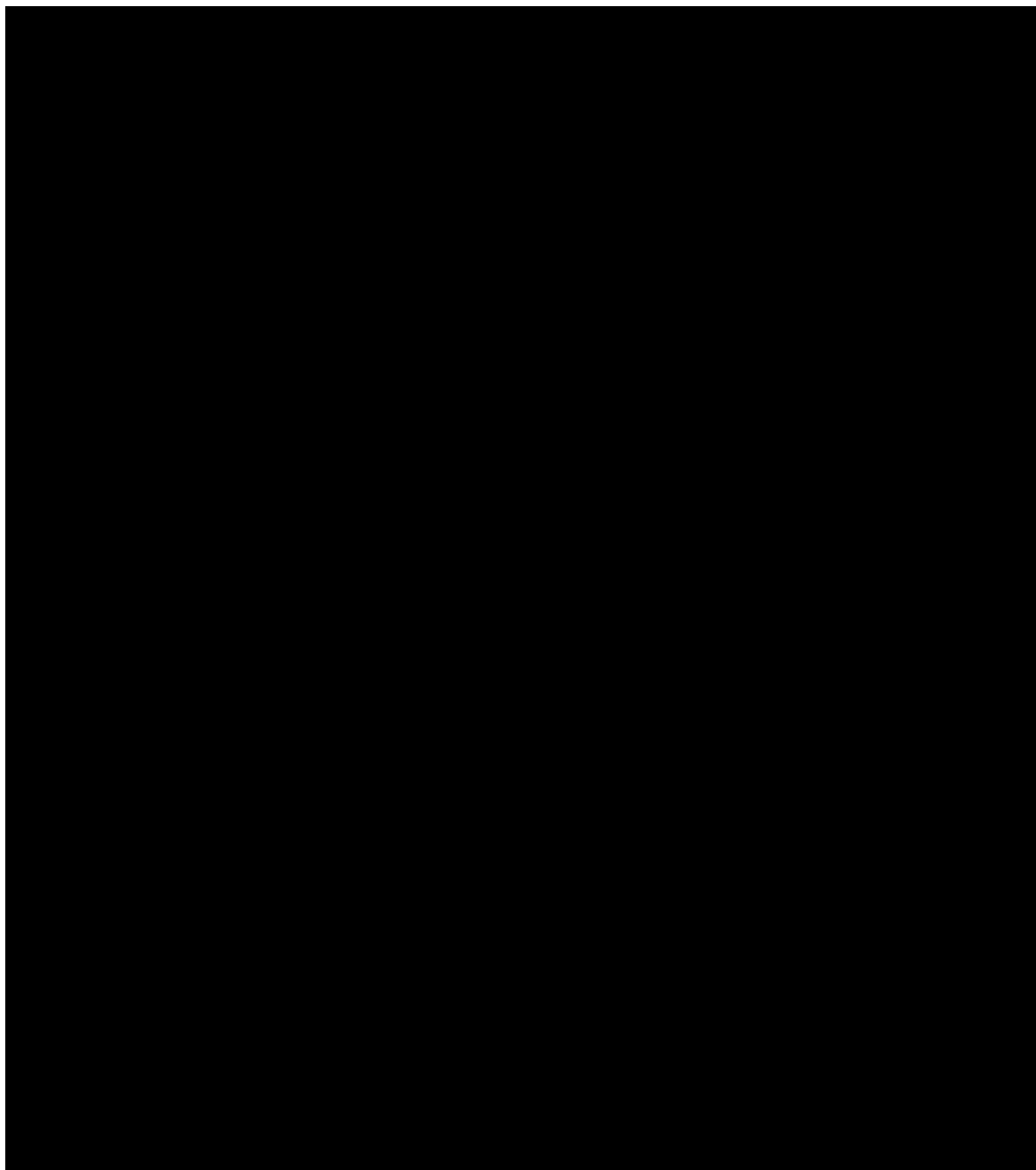
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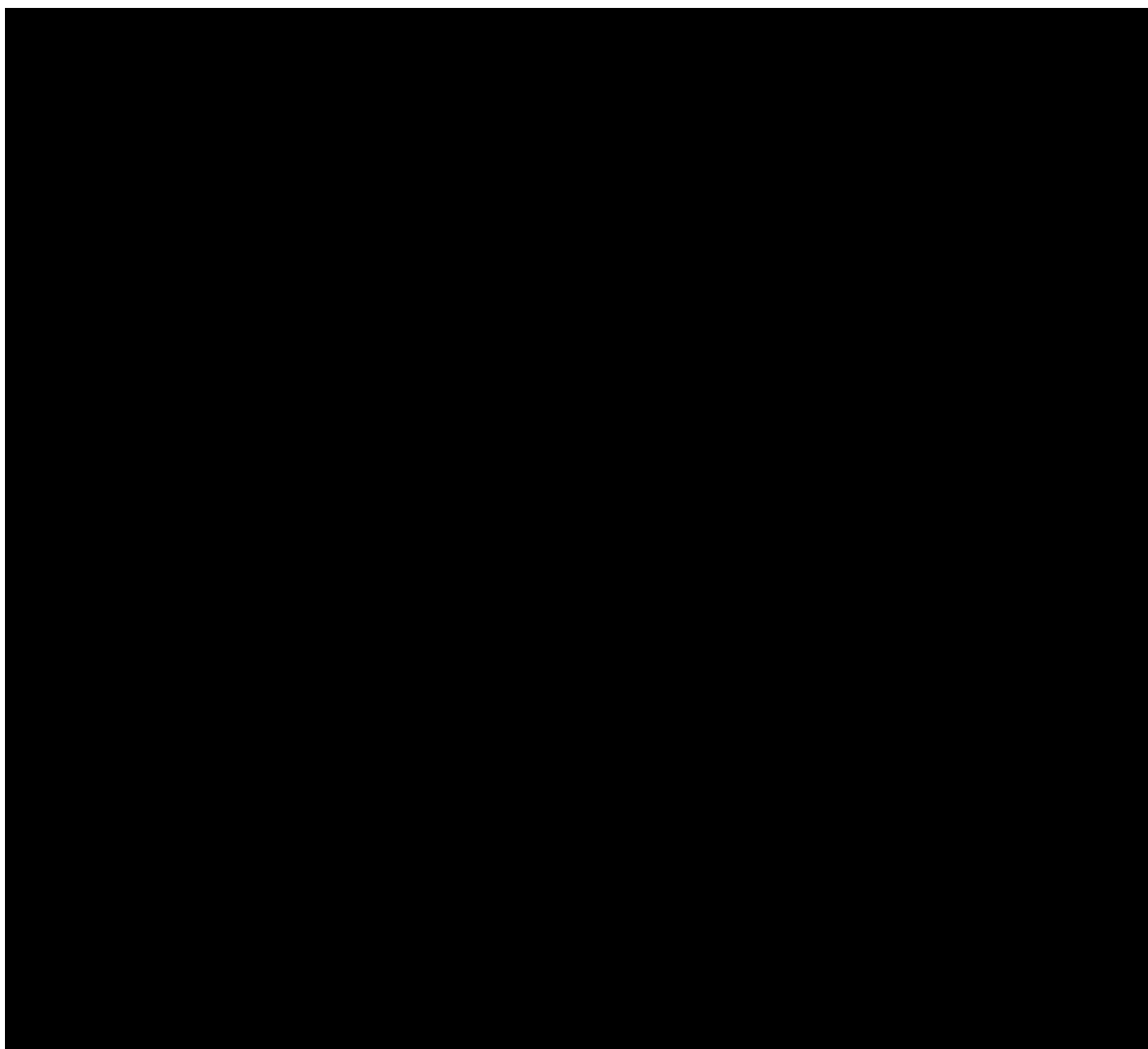
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9. **Exhibit C - Services** is deleted in its entirety and replaced with the following:

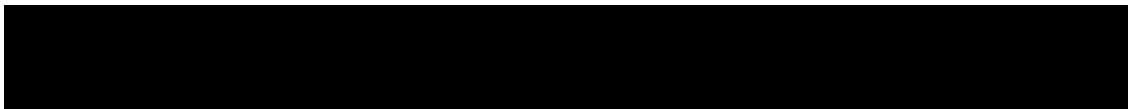
**Exhibit C-**

**Services**



REDACTED


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:   
A8ED033A3DA94C9...

Julie Porcaro  
(Printed Name)

Matt Barclay  
(Printed Name)

Director - Gas Network Operations  
(Title)

SVP Commercial Operations  
(Title)



REDACTED

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**

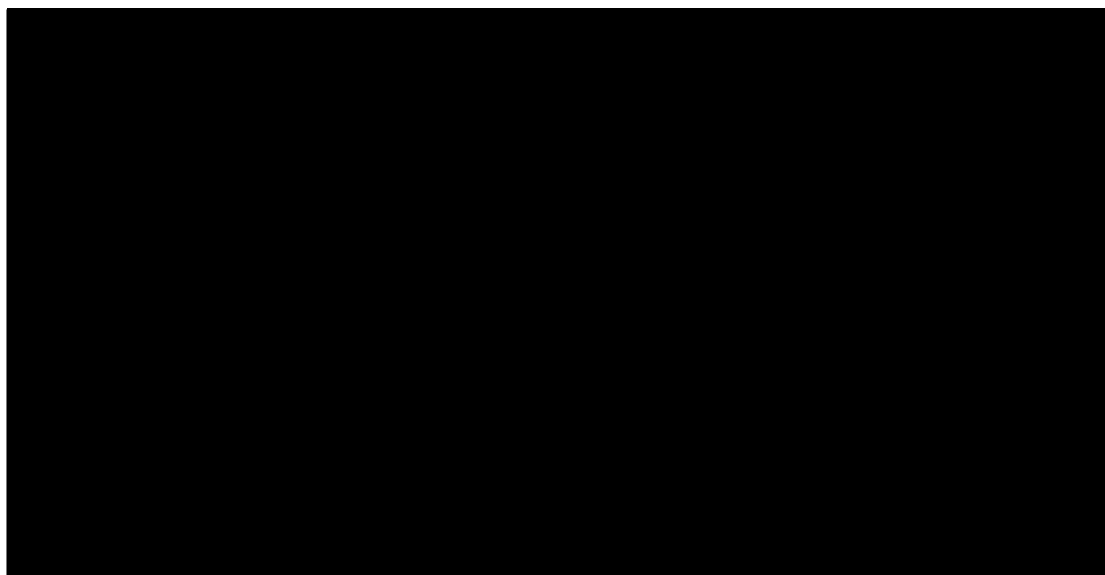
**Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.**

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:



REDACTED


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

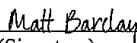


IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed on the date set forth above.

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

**Stabilis GDS, Inc.**

By:   
(Signature)

DocuSigned by:  
By:   
(Signature)

BRIAN KIRKWOOD  
(Printed Name)

Matt Barclay  
(Printed Name)

LNG MANAGER  
(Title)

SVP Commercial Operations  
(Title)

REDACTED

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 177 of 198

**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:** [image.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](mailto: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

REDACTED

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](mailto:Samara.Jaffe@nationalgrid.com)>  
**Sent:** Friday, April 29, 2022 10:38 AM  
**To:** Michael Collins <[mcollins@stabilis-solutions.com](mailto:mcollins@stabilis-solutions.com)>; Legal <[legal@stabilis-solutions.com](mailto:legal@stabilis-solutions.com)>  
**Cc:** Prag, Janet A. (Marketing) <[Janet.Prag@nationalgrid.com](mailto:Janet.Prag@nationalgrid.com)>; Arangio, Elizabeth C. <[Elizabeth.Arangio@nationalgrid.com](mailto:Elizabeth.Arangio@nationalgrid.com)>; Borst, Megan J. (Marketing) <[Megan.Borst@nationalgrid.com](mailto: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](mailto: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.

REDACTED

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](mailto:samara.jaffe@nationalgrid.com)



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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>

REDACTED

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 180 of 198

**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:** [image.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](mailto:janet.prag@nationalgrid.com)

---

**From:** Jaffe, Samara A. (Marketing)  
**Sent:** Thursday, April 29, 2021 11:36 AM  
**To:** Michael Collins <[mcollins@stabilis-solutions.com](mailto:mcollins@stabilis-solutions.com)>; [legal@prometheusenergy.com](mailto:legal@prometheusenergy.com)  
**Cc:** Prag, Janet A. (Marketing) <[Janet.Prag@nationalgrid.com](mailto:Janet.Prag@nationalgrid.com)>; Carroll, MaryBeth (Marketing) <[MaryBeth.Carroll@nationalgrid.com](mailto:MaryBeth.Carroll@nationalgrid.com)>; Arangio, Elizabeth C. <[Elizabeth.Arangio@nationalgrid.com](mailto: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](mailto:samara.jaffe@nationalgrid.com)



REDACTED

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-06-NG  
Attachment Division 1-14 (Redacted)  
Page 182 of 198

**From:** [Prag, Janet A. \(Marketing\)](#)  
**To:** [Stateman, Maria E.](#)  
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Thx, Janet

**Janet A. Prag**  
**Senior Contract Specialist**  
**Gas Contracting, Compliance & Hedging**  
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[janet.prag@nationalgrid.com](mailto:janet.prag@nationalgrid.com)

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**Sent:** Thursday, April 29, 2021 11:36 AM  
**To:** Michael Collins <[mcollins@stabilis-solutions.com](mailto:mcollins@stabilis-solutions.com)>; [legal@prometheusenergy.com](mailto:legal@prometheusenergy.com)  
**Cc:** Prag, Janet A. (Marketing) <[Janet.Prag@nationalgrid.com](mailto:Janet.Prag@nationalgrid.com)>; Carroll, MaryBeth (Marketing) <[MaryBeth.Carroll@nationalgrid.com](mailto:MaryBeth.Carroll@nationalgrid.com)>; Arangio, Elizabeth C. <[Elizabeth.Arangio@nationalgrid.com](mailto: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,

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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](mailto:samara.jaffe@nationalgrid.com)



REDACTED

Amendment 5427100009671  
(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.

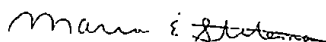
In connection with the Transaction, we are providing this letter ("CoC Request Letter") to you to request that you (1) consent to the Change of Control; (2) agree that such consent satisfies (or waives) all conditions to the Change of Control required by the Agreement, or any other terms and conditions 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.



REDACTED

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.

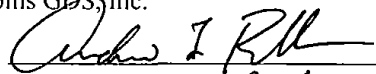
Yours truly,



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



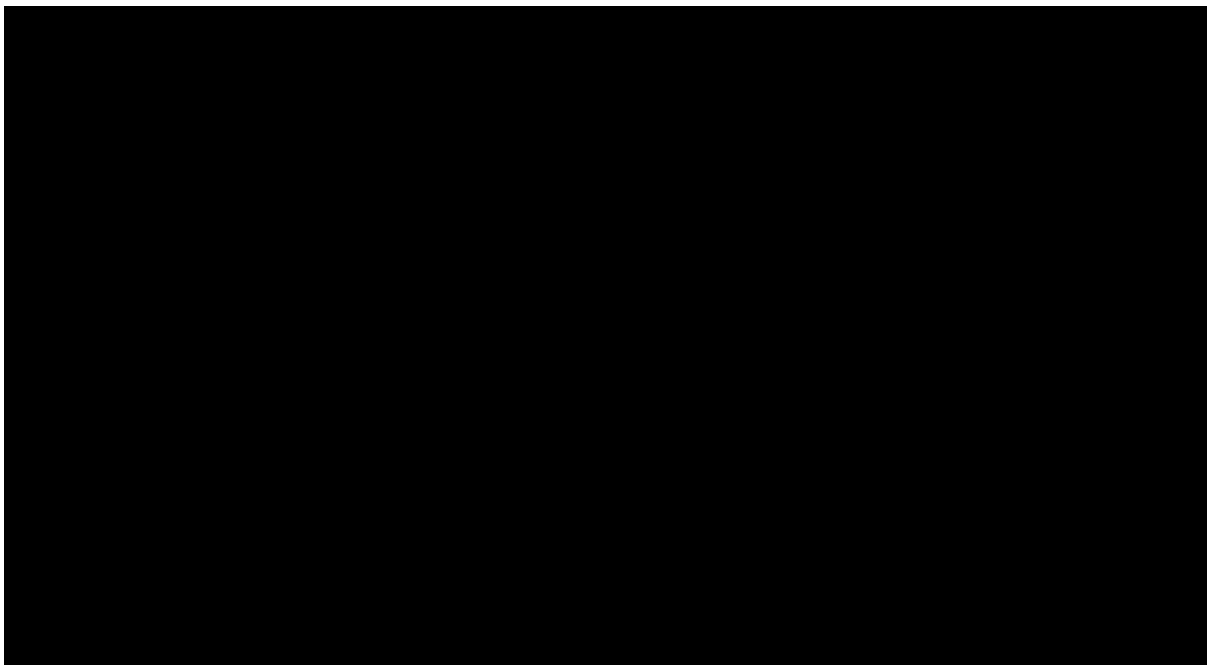
**AMENDMENT NO. 3**  
**to the**  
**Equipment Rental and Support Services Agreement**  
**Portsmouth, RI Location**  
**Effective August 14, 2019**  
**between**  
**The Narragansett Electric Company d/b/a Rhode Island Energy**  
**and**  
**Stabilis GDS, Inc., formerly Prometheus Energy Group, Inc.**

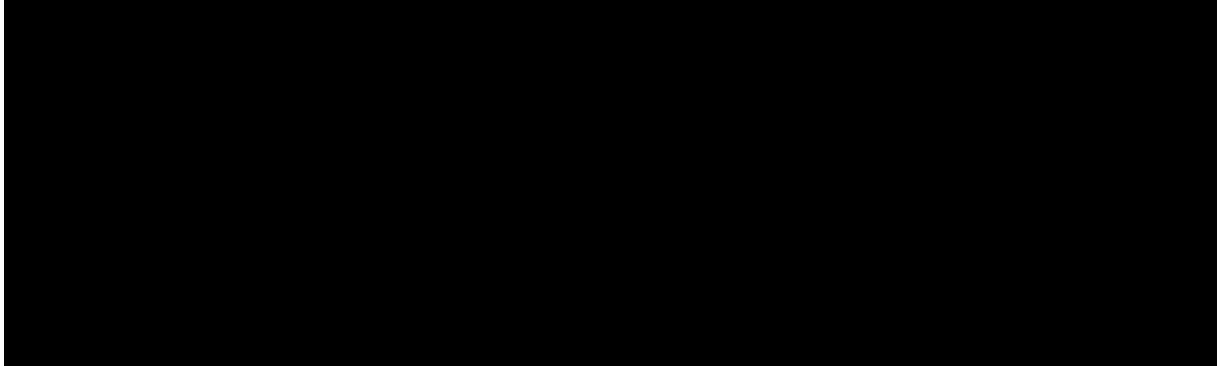
This Amendment No. 3 (“Amendment”) to the Equipment Rental and Support Services Agreement, as amended, (“Agreement”) by and between **The Narragansett Electric Company d/b/a Rhode Island Energy** (“Customer”), and **Stabilis GDS, Inc.** (“Stabilis”) is effective May 23, 2023 (the “Effective Date”). Customer 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:





IN WITNESS WHEREOF, the Parties have caused this Amendment No. 3 to be executed on the date set forth above.

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

**Stabilis GDS, Inc.**

By: Trelina Nauling  
(Signature)

DocuSigned by:  
By: Matt Barclay  
(Signature)

Trelina Nauling  
(Printed Name)

Matt Barclay  
(Printed Name)

Sr. Category Manager  
(Title)

SVP Commercial Operations  
(Title)