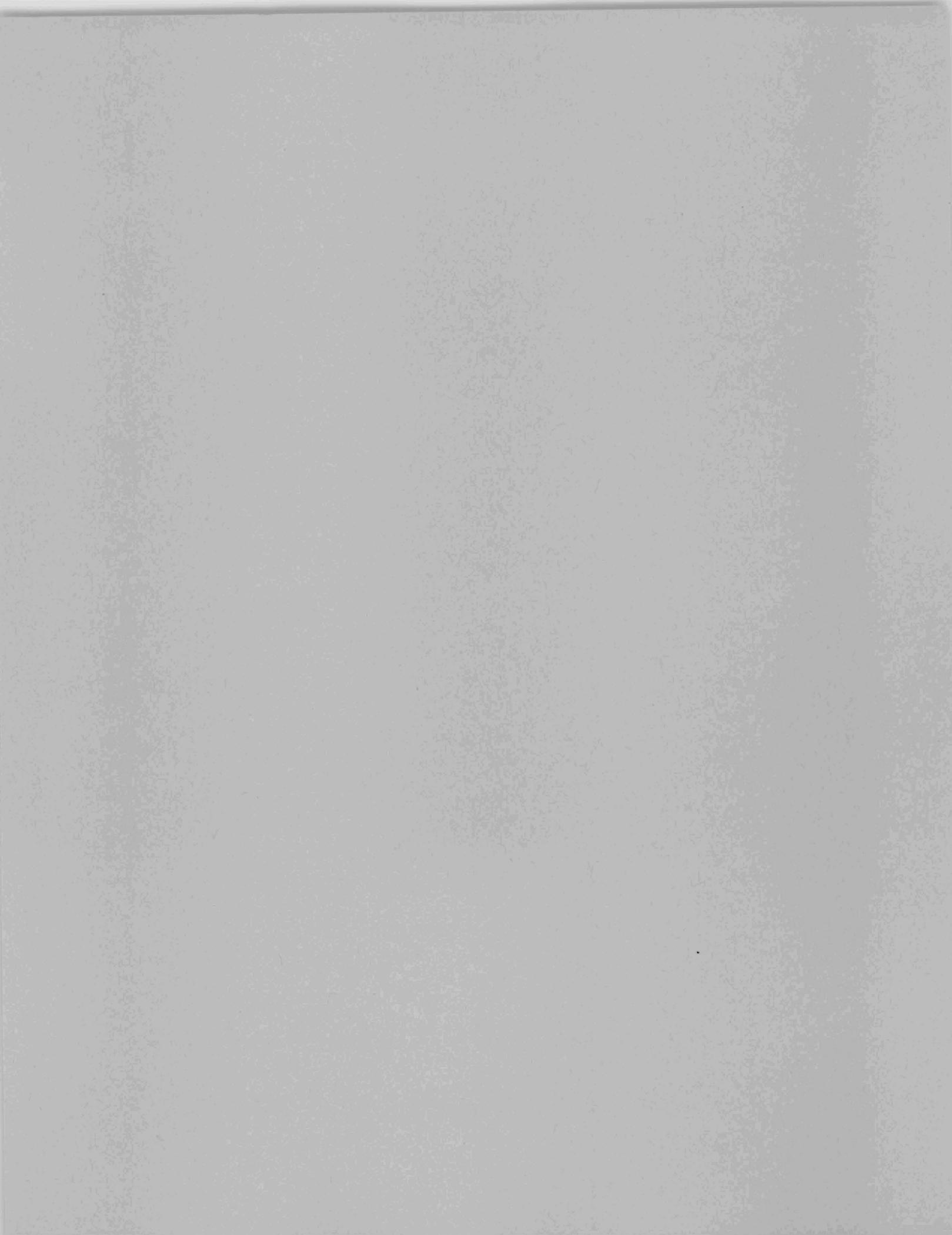


EXHIBIT V-1: Pipeline Agreements

- **Tennessee**
- **Granite State**



Service Package No: 66571
Amendment No: 0

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284)

THIS AGREEMENT is made and entered into as of the 1 day of January 2008 , by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGNORTH NATURAL GAS INC , a NEW HAMPSHIRE Corporation, under ENERGNORTH NATURAL GAS INC 's NET-284 contract number 33371 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 138 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule NET-284, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the NET-284 Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.

- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule NET-284, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles III, Section 11.11(h) and (i) and Articles V and Articles VI, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule NET-284 and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

- 11.1 This Agreement shall be effective as of 1 day of January 2008 and shall remain in force and effect until 30 day of November 2011, (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the

event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS<

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.

14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
TO GAS TRANSPORTATION AGREEMENT
 DATED January 1, 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 AMENDMENT EFFECTIVE DATE: January 1, 2008
 AMENDMENT EFFECTIVE THROUGH DATE: November 30, 2011
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66571
 SERVICE PACKAGE TQ: 138 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
012181	WRIGHT SMS	ILLINOIS GAS TRANSMISSION SYSTEM	SCHOHARIE	NY	05	R	200	138	138
020426	LACONIA NEW HAMPSHIRE	BOSTON GAS CO	MERRIMACK	NH	06	D	200	138	138
							Total	138	138

							Receipt TQ		
							Total Delivery TQ	138	138

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

*Transporter shall not be responsible for enforcing specific conditions for recall.
 NOTE: Bid price does not include commodity rate.
 See Tennessee's Applicable Rate Schedule.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

Service Package No: 66575

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of January 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGINORTH NATURAL GAS INC a NEW HAMPSHIRE Corporation, under ENERGINORTH NATURAL GAS INC 's FT-A contract number 42076 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 689 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of January 2008 and shall remain in force and effect until 31 day of October, 2010, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of January 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: January 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2010
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66575
 SERVICE PACKAGE TQ: 689 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
012538	DRACUT RECEIPT	MARITIMES & NORTHEAST PIPELINE, LLC	MIDDLESEX	MA	06	R	200	689	689
020133	MANCHESTER NEW HAMPSHIRE	BOSTON GAS CO	HILLSBOROUGH	NH	06	D	200	689	689
							Total	689	689

							Receipt TQ		
							Total Delivery TQ	689	689

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

:

Service Package No: 66578
Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of January 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGYNORTH NATURAL GAS INC a NEW HAMPSHIRE Corporation, under ENERGYNORTH NATURAL GAS INC 's FT-A contract number 8587 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 861 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of January 2008 and shall remain in force and effect until 31 day of October, 2010, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of January 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: January 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2010
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66578
 SERVICE PACKAGE TQ: 861 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
011057	VERMILION 250 C		OFFSHORE-FEDERAL 705	OL	0L	R	500	327	327
012036	BEAR CREEK TRANSPORT (Bi 2 0711)		BIENVILLE	LA	01	R	100	18	18
012088	MONTE CHRISTO		HIDALGO	TX	00	R	100	243	243



	EXCHANGE									
012690	SABINE		NEWTON	TX	0L	R	800	155	155	✓
020133	MANCHESTER NEW HAMPSHIRE		HILLSBOROUGH	NH	06	D	200	861	861	✓
070018	NORTHERN STORAGE WITHDRAWAL		POTTER	PA	04	R	300	118	118	✓
							Total Receipt TQ	861	861	
							Total Delivery TQ	861	861	

NUMBER OF RECEIPT POINTS: 5
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract. This contract contains a group quantity limitation.

Service Package No: 66573

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of January 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGNORTH NATURAL GAS INC a NEW HAMPSHIRE Corporation, under ENERGNORTH NATURAL GAS INC 's FT-A contract number 632 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 474 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

- 11.1 This Agreement shall be effective as of 1 day of January 2008 and shall remain in force and effect until 31 day of October, 2010, (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of January 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: January 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2010
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66573
 SERVICE PACKAGE TQ: 474 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
020133	MANCHESTER NEW HAMPSHIRE		HILLSBOROUGH	NH	06	D	200	474	474
070018	NORTHERN STORAGE WITHDRAWAL		POTTER	PA	04	R	300	474	474
							Total	474	474

							Receipt TQ		
							Total Delivery TQ	474	474

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract. This contract contains a group quantity limitation.

Service Package No: 66566
Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of January 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGYNORTH NATURAL GAS INC a NEW HAMPSHIRE Corporation, under ENERGYNORTH NATURAL GAS INC 's FT-A contract number 11234 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 279 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of January 2008 and shall remain in force and effect until 31 day of October, 2010, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of January 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: January 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2010
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66566
 SERVICE PACKAGE TQ: 279 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
011106	STORAGE WDL (Bi 20526)	HONEOYE STORAGE CORPORATION	ONTARIO	NY	05	R	200	61	61
020133	MANCHESTER NEW HAMPSHIRE	BOSTON GAS CO	HILLSBOROUGH	NH	06	D	200	279	279
020578	ANDREWS	NATIONAL FUEL	POTTER	PA	04	R	300	189	189

✓
✓
✓

	SETTLEMENT SALES (Bi 1 1693)	GAS SUPPLY CORP							
070012	ELLISBURG WITHDRAWAL (CNG) Bi 6 0012	DOMINION TRANSMISSION, INC.	POTTER	PA	04	R	300	29	29
							Total Receipt TQ	279	279
							Total Delivery TQ	279	279



NUMBER OF RECEIPT POINTS: 3
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract.

Service Package No: 66569

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of January 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGNORTH NATURAL GAS INC a NEW HAMPSHIRE Corporation, under ENERGNORTH NATURAL GAS INC 's FT-A contract number 2302 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 108 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of January 2008 and shall remain in force and effect until 31 day of October, 2010, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of January 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: January 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2010
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66569
 SERVICE PACKAGE TQ: 108 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
010902	NIAGARA RIVER (Bi 2 0081)	TRANS CANADA PIPELINE LTD	NIAGARA	NY	05	R	200	108	108
020133	MANCHESTER NEW HAMPSHIRE	BOSTON GAS CO	HILLSBOROUGH	NH	06	D	200	108	108
							Total	108	108

							Receipt TQ		
							Total Delivery TQ	108	108

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract.

Service Package No: 66823

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FT-A contract number 5083 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 579 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October, 2008, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66823
 SERVICE PACKAGE TQ: 579 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
010173	SUN PLANT DEHYDRATION	ENTERPRISE TEXAS PIPELINE LLC	STARR	TX	00	R	100	43	43
010509	WEST CAMERON BLOCK 192A	MCMORAN OIL & GAS LLC	OFFSHORE-FEDERAL 700	OL	0L	R	800	109	109
011119	SOUTH MARSH	CHEVRON USA	OFFSHORE-	OL	0L	R	500	245	245



	ISLAND 61 C	INC.	FEDERAL 707						
011717	CHALKLEY TRANSPORT	NATURAL GAS PIPELINE CO OF AMERICA	CAMERON	LA	0L	R	800	1	1
011911	WHARTON COUNTY TRANSPORT EXCHANGE	ENTERPRISE TEXAS PIPELINE LLC	WHARTON	TX	00	R	100	181	181
020206	GRANITE MASSACHUSETTS	GRANITE STATE GAS TRANSMISSION INC	ESSEX	MA	06	D	200	579	579
							Total Receipt TQ	579	579
							Total Delivery TQ	579	579

NUMBER OF RECEIPT POINTS: 5
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract. This contract contains a group quantity limitation.

Service Package No: 66825

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FT-A contract number 5265 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 120 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

- 11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October, 2008, (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66825
 SERVICE PACKAGE TQ: 120 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
020206	GRANITE MASSACHUSETTS		ESSEX	MA	06	D	200	120	120
070018	NORTHERN STORAGE WITHDRAWAL		POTTER	PA	04	R	300	120	120
							Total Receipt	120	120

							TQ		
							Total Delivery TQ	120	120

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract. This contract contains a group quantity limitation.

Service Package No: 66828

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FT-A contract number 39735 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 41 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October, 2008, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company

P. O. Box 2511

Houston, Texas 77252-2511

Attention: Director, Transportation Control

REPLACEMENT SHIPPER:

NOTICES: METROMEDIA ENERGY, INC.

2000 WEST PARK DRIVE

SUITE 125

WESTBOROUGH ,MA ,USA -- 01581

Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.

2000 WEST PARK DRIVE

SUITE 125

WESTBOROUGH , MA , USA -- 01581

Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66828
 SERVICE PACKAGE TQ: 41 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
010902	NIAGARA RIVER (Bi 2 0081)	TRANS CANADA PIPELINE LTD	NIAGARA	NY	05	R	200	41	41
020206	GRANITE MASSACHUSETTS	GRANITE STATE GAS TRANSMISSION INC	ESSEX	MA	06	D	200	41	41
							Total	41	41

							Receipt TQ		
							Total Delivery TQ	41	41

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

:

Service Package No: 66826

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FT-A contract number 5292 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 62 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October, 2008, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66826
 SERVICE PACKAGE TQ: 62 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
010902	NIAGARA RIVER (BI 2 0081)	TRANS CANADA PIPELINE LTD	NIAGARA	NY	05	R	200	62	62
020206	GRANITE MASSACHUSETTS	GRANITE STATE GAS TRANSMISSION INC	ESSEX	MA	06	D	200	62	62
							Total	62	62

							Receipt TQ		
							Total Delivery TQ	62	62

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

: Special Terms: This contract originated from a flexible delivery contract. This contract contains a group quantity limitation.

Service Package No: 66831

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FT-A contract number 46314 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 42 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

- 11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October, 2008, (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66831
 SERVICE PACKAGE TQ: 42 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
010902	NIAGARA RIVER (Bi 2 0081)	TRANS CANADA PIPELINE LTD	NIAGARA	NY	05	R	200	42	42
020107	AGAWAM MASSACHUSETTS	GRANITE STATE GAS TRANSMISSION INC	HAMPDEN	MA	06	D	200	42	42
Total								42	42

								Receipt TQ		
								Total Delivery TQ	42	42

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

:

GAS TRANSPORTATION AGREEMENT

(For Use By Replacement Shipper Under Rate Schedule NET-284)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008 , by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC , a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's NET-284 contract number 31861 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 98 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis in accordance with Rate Schedule NET-284, at the Point(s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the NET-284 Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.

- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule NET-284, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles III, Section 11.11(h) and (i) and Articles V and Articles VI, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule NET-284 and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

- 10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants
- (a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
 - (b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.
- 10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

- 11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October 2008, (subject to recall).
- 11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.
- 11.3 This Agreement will terminate automatically upon written notice from Transporter in the

event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS<

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED February 1, 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 AMENDMENT EFFECTIVE DATE: February 1, 2008
 AMENDMENT EFFECTIVE THROUGH DATE: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66827
 SERVICE PACKAGE TQ: 98 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
012181	WRIGHT SMS	IROQUOIS GAS TRANSMISSION SYSTEM	SCHOHARIE	NY	05	R	200	98	98
020107	AGAWAM MASSACHUSETTS	GRANITE STATE GAS TRANSMISSION INC	HAMPDEN	MA	06	D	200	61	61

020206	GRANITE MASSACHUSETTS	GRANITE STATE GAS TRANSMISSION INC	ESSEX	MA	06	D	200	37	37
							Total Receipt TQ	98	98
							Total Delivery TQ	98	98

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 2

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

*Transporter shall not be responsible for enforcing specific conditions for recall.
 NOTE: Bid price does not include commodity rate.
 See Tennessee's Applicable Rate Schedule.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

:

Service Package No: 66830

Amendment No: 0

GAS TRANSPORTATION AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FT-A)

THIS AGREEMENT is made and entered into as of the 1 day of February 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC. , a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FT-A contract number 41099 with Transporter. Transporter and Replacement Shipper shall collectively be referred to herein as the "Parties."

ARTICLE I - DEFINITIONS

- 1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport on a firm basis, subject to Article II herein, for the account of Replacement Shipper hereunder on each day during each year during the term hereof which shall be 188 dekatherms. Any limitations of the quantities to be received from each Point of Receipt and/or delivered to each Point of Delivery shall be as specified on Exhibit "A" attached hereto.
- 1.2 EQUIVALENT QUANTITY - shall be as defined in Article I of the General Terms and Conditions of Transporter's FERC Gas Tariff.

ARTICLE II - TRANSPORTATION

Transportation Service - Transporter agrees to accept and receive daily on a firm basis, at the Point (s) of Receipt from Replacement Shipper or for Replacement Shipper's account such quantity of gas as Replacement Shipper makes available up to the Transportation Quantity, and to deliver to or for the account of Replacement Shipper to the Point(s) of Delivery an Equivalent Quantity of gas.

ARTICLE III - POINT(S) OF RECEIPT AND DELIVERY

The Primary Point(s) of Receipt and Delivery shall be those points specified on Exhibit "A" attached hereto.

ARTICLE IV

All facilities are in place to render the service provided for in this Agreement and Transporter shall have no obligation to build facilities to perform this service.

ARTICLE V - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder, the Parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE VI - RATES AND CHARGES FOR GAS TRANSPORTATION

- 6.1 TRANSPORTATION RATES - The amounts to be paid by Replacement Shipper shall be the bid amount specified on Exhibit "B" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporters's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rate under the FT-A Rate Schedule, including all adjustments in accordance with the General Terms and Conditions, fuel reimbursement and usage charges.
- 6.2 CHANGES IN RATES AND CHARGES - Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FT-A, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE VII - BILLINGS AND PAYMENTS

Transporter shall bill and Shipper shall pay all rates and charges in accordance with Articles V and VI, respectively, of the General Terms and Conditions of the FERC Gas Tariff.

ARTICLE VIII - GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Transporter's Rate Schedule FT-A and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC.

ARTICLE IX - RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Transporter's FERC Gas Tariff Volume No. 1.

ARTICLE X - WARRANTIES

10.1 In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Replacement Shipper warrants

(a) Replacement Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit "A" attached hereto. Replacement Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.

(b) Replacement Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty by Replacement Shipper herein.

10.2 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty.

ARTICLE XI - TERM

11.1 This Agreement shall be effective as of 1 day of February 2008 and shall remain in force and effect until 31 day of October, 2008, (subject to recall).

11.2 Any portions of this Agreement necessary to resolve or cash-out imbalances under this Agreement as required by the General Terms and Conditions of Transporter's Tariff, Volume 1 shall survive the other parts of this Agreement until such time as such balancing has been accomplished; provided, however, that Transporter notifies Replacement Shipper of such imbalance no later than twelve months after the termination of this Agreement.

11.3 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General

Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XII - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH ,MA ,USA -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH , MA , USA -- 01581
Attention: KAREN MORAAL

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

ARTICLE XIII - ASSIGNMENTS

- 13.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness. Either Party may, without relieving itself of its obligation under this Agreement, assign any of its rights hereunder to a company with which it is affiliated. Otherwise, Replacement Shipper shall not assign this Agreement or any of its rights hereunder, except in accord with Article III, Section 11 of the General Terms and Conditions of Transporter's FERC Gas Tariff.
- 13.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIV - MISCELLANEOUS

- 14.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO THE DOCTRINES GOVERNING CHOICE OF LAW.

- 14.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 14.3 Unless otherwise expressly provided in this Agreement or Transporter's Gas Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective until Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.
- 14.4 Exhibits "A" and "B" are attached hereto are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO GAS TRANSPORTATION AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

METROMEDIA ENERGY, INC.
 EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 EFFECTIVE THRU DATE OF AMENDMENT: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66830
 SERVICE PACKAGE TQ: 188 Dth
 BID PRICE: 100%

METER	METER NAME	INTERCONNECT PARTY NAME	COUNTY	ST	ZONE	R/D	LEG	TOTAL-TQ	BILLABLE-TQ
012181	WRIGHT SMS	IROQUOIS GAS TRANSMISSION SYSTEM	SCHOHARIE	NY	05	R	200	188	188
020285	MENDON MASS TIE OVER (Bi 10812)	ALGONQUIN GAS TRANSMISSION COMPANY	WORCESTER	MA	06	D	200	188	188

							Total Receipt TQ	188	188
							Total Delivery TQ	188	188

NUMBER OF RECEIPT POINTS: 1
 NUMBER OF DELIVERY POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

NOTE: Bid price does not include commodity rate. See Tennessee's Applicable Rate Schedule.

*Transporter shall not be responsible for enforcing specific conditions for recall.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Non-Standard Terms: Recall with Reput required

:

Gas Transmission

A NiSource Company

1700 MacCorkle Ave SE

PO Box 1273

Charleston WV 25325-1273



Customer Services

January 30, 2008

Ms. Karen Moraal
Metromedia Energy
2000 West Park Drive, Suite 125
Westborough, MA 01581

Dear Ms. Moraal:

This letter shall serve as an amendment to the FT-NN Service Agreement between Metromedia Energy (Shipper) and Granite State Gas Transmission, Inc. (Transporter) designated as Transporter's Contract No. 08-710-CF.

- 1) Transporter and Shipper hereby agree that Article VII of the above-referenced contract shall be amended to provide for a discounted rate under the terms and conditions set forth below.
 - (a) **Applicable Period:** February 1, 2008 through October 31, 2008.
 - (b) **Reservation Charge:** Discounted to provide a \$1.2639 Demand Rate.

Notwithstanding the foregoing, the charge to be paid by Shipper to Transporter shall be no lower than the applicable total effective minimum charges set forth in Transporter's Federal Energy Regulatory Commission (FERC) Gas Tariff. Shipper shall be assessed and pay all applicable maximum Commodity and Overrun Charges and all applicable Surcharges, and shall be subject to retainage.

- 2) The provisions of this Agreement shall be deemed confidential and may not be disclosed by the parties, their agents or assigns, except upon written consent of the other party unless disclosure is required by law.

If the above meets with your approval, please have both copies of this letter executed by an authorized company representative of Metromedia Energy and return one to me.

Terms agreed to this 31st day of Jan, 2008.

GRANITE STATE GAS TRANSMISSION, INC.

METROMEDIA ENERGY

By: [Signature]

By: [Signature]

Its: Team Leader, Customer Services

Its: Team Lead

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
08-713-CF

THIS AGREEMENT is made and entered into as of the 31st day of January 2008, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and METROMEDIA ENERGY, hereinafter referred to as "Shipper." Granite State and Shipper shall collectively be referred to herein as the "Parties." The service provided hereunder shall be on behalf of the Company or Companies listed on Exhibit A hereto.

WITNESSETH:

That in consideration of the premises and mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport or arranges to be received and transported, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be 530 dekatherms. Any limitations of the quantities to be received at each Receipt Point and/or delivered to each Delivery Point shall be as specified on Exhibit B attached hereto.

1.2 UPSTREAM TRANSPORTATION AGREEMENTS - shall mean those Gas Transportation Agreements with third party pipelines, which provide for the receipt, transportation and delivery of Shipper's gas at the Receipt Point(s). Each third party pipeline is hereinafter referred to individually as "Upstream Transporter" and collectively as "Upstream Transportation."

1.3 EQUIVALENT QUANTITY - shall mean the quantities of gas delivered hereunder at the Receipt Point(s) for transportation less, where applicable, quantities of gas for Granite State's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.

ARTICLE II
SCOPE OF AGREEMENT

2.1 Transportation Service - Subject to Section 2.2 below, Granite State agrees to accept and receive or arranges to be accepted and received, daily, on a firm basis, in accordance with Rate Schedule FT-NN, at the Receipt Point(s), from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity.

Granite State agrees to transport and deliver or arranges for the transportation and delivery to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter or for Transporter's account, on any day, less any applicable Fuel Reimbursement Quantities; provided, however, Transporter

shall not be obligated to deliver or arrange to be delivered at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

2.2 Any obligation on Granite State's part to receive or arrange to receive, transport and deliver gas to the Delivery Point(s) for Shipper's account on a daily basis is subject to the following:

(a) Execution by Shipper of the necessary Upstream Transportation Agreements;

(b) Shipper causing the Upstream Transporter(s) to receive quantities of gas at the applicable upstream Delivery Point upon Granite State's request and to deliver quantities of gas to Granite State for Shipper's account at the applicable upstream Receipt Point.

ARTICLE III RECEIPT AND DELIVERY POINTS

3.1 The Receipt Point(s) and Delivery Point(s) shall be those point(s) specified on Exhibit B attached hereto.

3.2 Shipper may supplement Receipt Point(s) and/or Delivery Point(s) provided by this Contract by submitting to Transporter a Transportation Service Request Form. Such request form, after having been fully processed and accepted by Transporter shall be deemed to have the full force and effect of a written contract and shall qualify as a supplementary written consent pursuant to Paragraph 15.3 of this Contract. Priority of transportation service to such additional Receipt and/or Delivery Point(s) shall be determined pursuant to Article 26 of the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE IV

All Facilities are in place to render the service provided for in this Agreement, or if facilities are to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.

ARTICLE V RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver or cause to be delivered to Granite State the gas to be transported hereunder at pressures sufficient to deliver such gas into Granite State's system at the Receipt Point(s), and where applicable at the Upstream Pipeline's Receipt Point(s). Granite State shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Granite State's system at the Delivery Point(s) or, where applicable, at the pressures existing in the Upstream Pipeline's system at the Delivery Point(s).

ARTICLE VI QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and

Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) N/A attached hereto.

**ARTICLE VII
RATES AND CHARGES FOR GAS TRANSPORTATION SERVICE**

7.1 TRANSPORTATION RATES - Commencing with the date of initial receipt of gas by Granite State from Shipper, the compensation to be paid by Shipper to Granite State for the transportation service provided herein shall be in accordance with Section 5 of Granite State's Rate Schedule FT-NN.

7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to provide Granite State any applicable fuel and losses associated with the transportation service provided herein in accordance with Section 6 of Granite State's Rate Schedule FT-NN.

7.3 NEW FACILITIES CHARGE - N/A

7.4 INCIDENTAL CHARGES - Shipper agrees to reimburse Granite State for any filing or similar fees, which have not been previously paid by Shipper, which Granite State incurs in rendering service hereunder.

7.5 CHANGES IN RATES AND CHARGES - Granite State shall have the unilateral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule FT-NN, the rate schedule pursuant to which this service is rendered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Contract.

**ARTICLE VIII
BILLINGS AND PAYMENTS**

Granite State shall bill and Shipper shall pay all rates and charges in accordance with Article 5 and 6, respectively, of the General Terms and Conditions of Granite State's FERC Gas Tariff.

**ARTICLE IX
GENERAL TERMS AND CONDITIONS**

This Agreement shall be subject to the effective provisions of Granite State's Rate Schedule FT-NN and to the General Terms and Conditions incorporated therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations

of the FERC, which Rate Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorization upon terms acceptable to Granite State. This contract shall be void and of no force and effect if any necessary regulatory approval is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations.

ARTICLE XI RESPONSIBILITY DURING TRANSPORTATION

Except as herein specified the responsibility for gas during transportation shall be as stated in the General Terms and Conditions of Granite State's FERC Gas Tariff.

ARTICLE XII TERM

12.1 This Contract shall become effective as of February 1, 2008, and shall remain in force and effect until March 31, 2008, and from N/A to N/A^{1/} thereafter, unless cancelled by either Party upon one year's written notice; provided however, if the term of the Contract is less than one year, either party may terminate this Contract by providing written notice of its election at the commencement of the primary term or any secondary term of this Contract. To the extent pregranted abandonment authorization under the FERC's regulations applies, Granite State will seek abandonment authorization from the FERC prior to exercising its unilateral right to terminate the Contract following the expiration of the primary term.^{2/}

12.2 Any portion of this Contract necessary to correct or cashout imbalances under this Contract as required by the General Terms and Conditions of Granite State's FERC Gas Tariff, shall survive the other parts of this Contract until such time as such balancing has been accomplished.

1/ The evergreen period shall be the lesser of the original term of the Contract, or one year.

2/ Applicable to agreements with deliveries at a Customer's traditional delivery points under its firm sales service, which have a primary term equal or greater than one year.

ARTICLE XII
TERM (continued)

12.3 This Contract will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the terms and conditions of Article 6 of the General Terms and Conditions of Granite State's Tariff.

ARTICLE XIII
NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Contract, any notice under this Contract shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

GRANITE STATE:

Granite State Gas Transmission, Inc.
Attention: Customer Services
1700 MacCorkle Avenue, SE
Charleston, West Virginia 25314

SHIPPER:

Metromedia Energy
2000 West Park Drive, Suite 125
Westborough, MA 01581

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

ARTICLE XIV
ASSIGNMENTS

14.1 Either Party may assign or pledge this Contract and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, no Party shall assign this Contract or any of its rights hereunder unless it shall first have obtained the written consent of the other, which consent shall not be unreasonably withheld.

14.2 Any person which shall succeed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereon shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Contract.

ARTICLE XV
MISCELLANEOUS

15.1 This Contract shall be interpreted under the laws of the State of New Hampshire.

15.2 If any provision of this Contract is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of the Contract shall remain in full force and effect.

15.3 No modification or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.

15.4 Exhibit(s) A and B attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be duly executed in several counterparts as of the date first herein above written.

GRANITE STATE GAS TRANSMISSION, INC.

By: *[Signature]*

Accepted and Agreed to this 31 Day of Jan 2008.

METROMEDIA ENERGY

By: *[Signature]*

Gas Transportation Contract
(For Use Under Rate Schedule FT-MN)

Exhibit "A"

To Gas Transportation Contract
February 1, 2008
Between Granite State Gas Transmission, Inc.
And

Metromedia Energy

On Behalf Of Parties

Contract No. 08-713-CF
MDC: 530 Debarment

Contract Name

Metromedia Energy

Gas Transportation Contract
(For Use Under Rate Schedule FT-NIN)

Exhibit "B"

To Gas Transportation Contract
February 1, 2008
Between Granite State Gas Transmission, Inc.
And
Metromedia Energy

Receipt Points

Contract No. 08-713-CF
MDO: 1,128 Dekatherms

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnected Party</u>	<u>County/Town</u>	<u>ST</u>	<u>Meter ID</u>
020206	Pleasant St	Tennessee Gas Pipeline Co.	Essex	MA	530

Delivery Points

<u>Meter No.</u>	<u>Meter Name</u>	<u>Interconnected Party</u>	<u>County/Town</u>	<u>ST</u>	<u>Meter ID</u>
085402	Sweethill Rd.	Granite State Gas Transmission	Pleasant	NH	530

The sum of transporter's deliveries to Shipper for all transportation contracts cannot exceed the limitations reflected above.

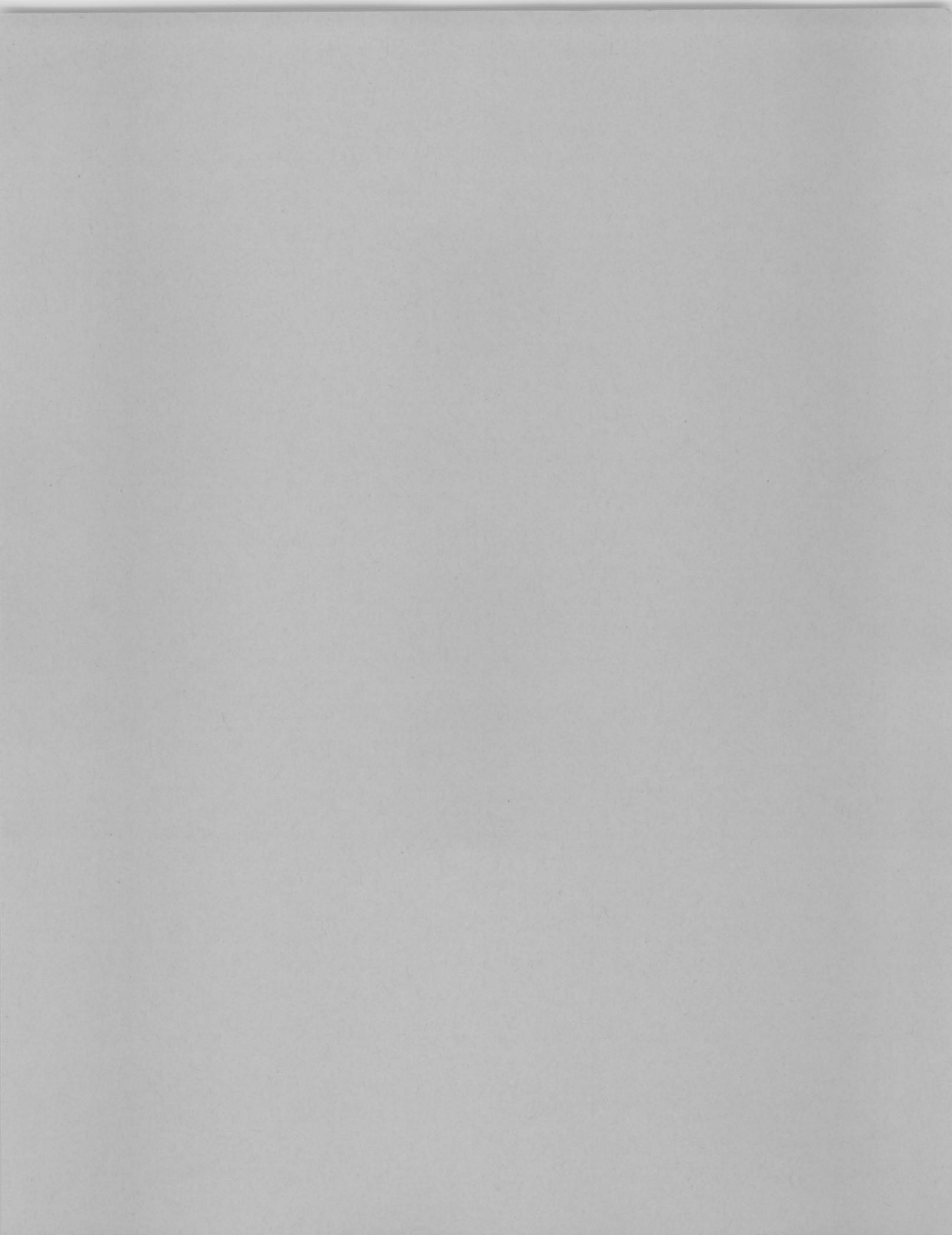


EXHIBIT V-2: Storage Agreements

- Tennessee

Service Package No: 66824
Amendment No: 0

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS)

This Contract is made as of the February 1, 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC., a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from NORTHERN UTILITIES INC, a NEW HAMPSHIRE Corporation, under NORTHERN UTILITIES INC 's FS contract number 5195 with Transporter.

ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS and of this Agreement, Transporter shall receive at the Service Point for Replacement Shipper's account a quantity of gas up to Replacement Shipper's Maximum Injection Quantity (on a daily basis) and up to Replacement Shipper's Maximum Storage Quantity of 11773 Dth (on a cumulative basis) and on demand shall withdraw from Replacement Shipper's storage account and redeliver to Replacement Shipper a daily quantity of gas up to Replacement Shipper's Maximum Daily Withdrawal Quantity of 193 Dth.

ARTICLE II - SERVICE POINT

The point at which the gas is to be tendered for delivery to or from Transporter under this Contract shall be at the storage service point at Transporter's Compressor Station 313.

ARTICLE III - PRICE

- 3.1 Replacement Shipper agrees to pay Transporter for all natural gas storage service furnished to Replacement Shipper hereunder at the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rates under the FS Rate Schedule including all adjustments in accordance with the General Terms and Conditions, the fuel reimbursement, and any other usage charges applicable pursuant to Transporter's Gas Tariff.
- 3.2 Replacement Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement is subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto, including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter.

ARTICLE V - TERM OF CONTRACT

- 5.1 This Contract shall be effective as of February 1, 2008 and shall remain in force until October 31, 2008.
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: KAREN MORAAL

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

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Otherwise no assignment of the Contract or any of the rights or obligations thereunder shall be made by Replacement Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO FIRM GAS STORAGE AGREEMENT
 DATED 1 day of February 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

EFFECTIVE DATE OF AMENDMENT: February 1, 2008
 AMENDMENT EFFECTIVE THROUGH DATE: October 31, 2008
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66824
 SERVICE PACKAGE MSQ: 11773
 MAXIMUM DAILY INJECTION QUANTITY: 78
 MAXIMUM DAILY WITHDRAWAL QUANTITY: 193 Dth
 SERVICE POINT: Compressor Station 313 - NORTHERN STORAGE INJECTION

BID PRICE: 100%

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	TOTAL-TQ	BILLABLE-TQ
060018	NORTHERN STORAGE INJECTION	POTTER	PA	04	I	300	78	78
070018	NORTHERN STORAGE WITHDRAWAL	POTTER	PA	04	W	300	193	193
						Total Injection TQ	78	78
						Total Withdrawal TQ	193	193

NUMBER OF INJECTION POINTS: 1

NUMBER OF WITHDRAWAL POINTS: 1

*Recall Right - Yes

Reput Rights - Yes

Volumetric - No

*Transporter shall not be responsible for enforcing specific conditions for recall.

Bid price does not include commodity rate. See Transporters applicable rate schedule.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Special Terms

Non-Standard Terms: Recall with Reput required

:

Service Package No: 66580

Amendment No: 0

GAS STORAGE AGREEMENT
(For Use By Replacement Shipper Under Rate Schedule FS)

This Contract is made as of the January 1, 2008, by and between TENNESSEE GAS PIPELINE COMPANY, a Delaware Corporation, hereinafter referred to as "Transporter" and METROMEDIA ENERGY, INC., a NEW JERSEY Corporation, hereinafter referred to as "Replacement Shipper." Replacement Shipper receives rights under this contract as assignment from ENERGYNORTH NATURAL GAS INC, a NEW HAMPSHIRE Corporation, under ENERGYNORTH NATURAL GAS INC 's FS contract number 523 with Transporter.

ARTICLE I - SCOPE OF CONTRACT

Following the commencement of service hereunder, in accordance with the terms of Transporter's Rate Schedule FS and of this Agreement, Transporter shall receive at the Service Point for Replacement Shipper's account a quantity of gas up to Replacement Shipper's Maximum Injection Quantity (on a daily basis) and up to Replacement Shipper's Maximum Storage Quantity of 48461 Dth (on a cumulative basis) and on demand shall withdraw from Replacement Shipper's storage account and redeliver to Replacement Shipper a daily quantity of gas up to Replacement Shipper's Maximum Daily Withdrawal Quantity of 678 Dth.

ARTICLE II - SERVICE POINT

The point at which the gas is to be tendered for delivery to or from Transporter under this Contract shall be at the storage service point at Transporter's Compressor Station 313.

ARTICLE III - PRICE

- 3.1 Replacement Shipper agrees to pay Transporter for all natural gas storage service furnished to Replacement Shipper hereunder at the bid amount specified on Exhibit "A" attached hereto agreed upon by Replacement Shipper in accordance with the General Terms and Conditions of Transporter's Gas Tariff. In addition, Replacement Shipper shall be responsible for the maximum commodity rates under the FS Rate Schedule including all adjustments in accordance with the General Terms and Conditions, the fuel reimbursement, and any other usage charges applicable pursuant to Transporter's Gas Tariff.
- 3.2 Replacement Shipper agrees to reimburse Transporter for any filing or similar fees, which have not been previously paid by Replacement Shipper, which Transporter incurs in rendering service hereunder.
- 3.3 Replacement Shipper agrees that Transporter 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 Transporter's Rate Schedule FS, (b) the rate schedule(s) pursuant to which service hereunder is rendered, or (c) any provision of the General Terms and Conditions applicable to those rate schedules. Transporter agrees that Replacement Shipper may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary to assure Transporter just and reasonable rates.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement is subject to the terms of Transporter's Rate Schedule FS, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto, including any changes in said Rate Schedule or General Terms and Conditions as may from time to time be filed and made effective by Transporter.

ARTICLE V - TERM OF CONTRACT

- 5.1 This Contract shall be effective as of January 1, 2008 and shall remain in force until October 31, 2010.
- 5.2 This Agreement will terminate automatically upon written notice from Transporter in the event Replacement Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder in accord with the terms and conditions of Article VI of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VI - NOTICE

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the Party intended to receive the same, as follows:

TRANSPORTER: Tennessee Gas Pipeline Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Director, Transportation Control

REPLACEMENT SHIPPER:
NOTICES: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: LAURA HILL

BILLING: METROMEDIA ENERGY, INC.
2000 WEST PARK DRIVE
SUITE 125
WESTBOROUGH, MA, USA, -- 01581
Attention: KAREN MORAAL

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

ARTICLE VII - ASSIGNMENT

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of Transporter or of Replacement Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Contract. Otherwise no assignment of the Contract or any of the rights or obligations thereunder shall be made by Replacement Shipper, except pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff.

It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Contract from pledging or mortgaging its rights thereunder as security for its indebtedness.

ARTICLE VIII - MISCELLANEOUS

- 8.1 THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.
- 8.2 If any provision of this Agreement is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either Party's option; and if the severability option is exercised, the remaining provisions of the Agreement shall remain in full force and effect.
- 8.3 Unless otherwise expressly provided in this Agreement or Transporter's Tariff, no modification of or supplement to the terms and provisions stated in this Agreement shall be or become effective, until Replacement Shipper has submitted a request for change through PASSKEY and Replacement Shipper has been notified through PASSKEY of Transporter's agreement to such change.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the date first hereinabove written.

TENNESSEE GAS PIPELINE COMPANY

BY: _____

Agent and Attorney-in-Fact

REPLACEMENT SHIPPER: METROMEDIA ENERGY, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"
 TO FIRM GAS STORAGE AGREEMENT
 DATED 1 day of January 2008
 BETWEEN
 TENNESSEE GAS PIPELINE COMPANY
 AND
 METROMEDIA ENERGY, INC.

EFFECTIVE DATE OF AMENDMENT: January 1, 2008
 AMENDMENT EFFECTIVE THROUGH DATE: October 31, 2010
 RATE SCHEDULE: ASSGN
 SERVICE PACKAGE: 66580
 SERVICE PACKAGE MSQ: 48461
 MAXIMUM DAILY INJECTION QUANTITY: 323
 MAXIMUM DAILY WITHDRAWAL QUANTITY: 678 Dth
 SERVICE POINT: Compressor Station 313 - NORTHERN STORAGE INJECTION

BID PRICE: 100%

METER	METER NAME	COUNTY	ST	ZONE	I/W	LEG	TOTAL-TQ	BILLABLE-TQ
060018	NORTHERN STORAGE INJECTION	POTTER	PA	04	I	300	323	323
070018	NORTHERN STORAGE WITHDRAWAL	POTTER	PA	04	W	300	678	678
						Total Injection TQ	323	323
						Total Withdrawal TQ	678	678

NUMBER OF INJECTION POINTS: 1

NUMBER OF WITHDRAWAL POINTS: 1

*Recall Right - Yes
 Reput Rights - Yes
 Volumetric - No

*Transporter shall not be responsible for enforcing specific conditions for recall.

Bid price does not include commodity rate. See Transporters applicable rate schedule.

Note: Exhibit "A" is a reflection of the contract and all amendments as of the amendment effective date.

Appendix - A

Special Terms

Non-Standard Terms: Recall with Reput required

:

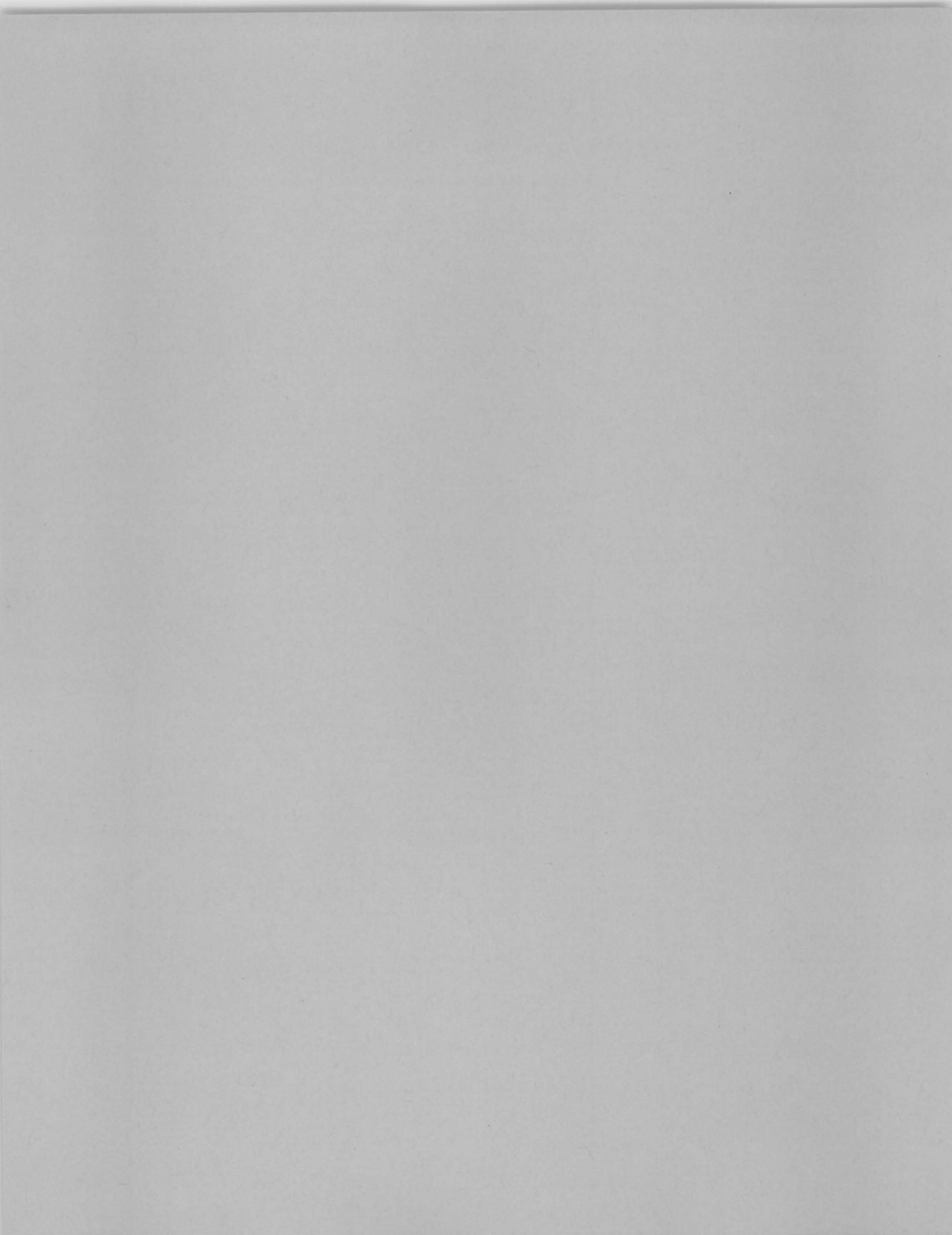


EXHIBIT V-3: Capacity Awards and Releases

CAPACITY RELEASE SUMMARY

Offer Number 029687

----- General Information -----

Description: jan08Metromedia
 Source Svc Req: ENERGY NORTH / MANCHESTER
 Source Contract: 300076
 Max Term Begin: 01/01/2008 Dem Min: 29
 Max Term End: 03/31/2008 Dem Max: 29
 Min Term Begin: 01/01/2008
 Min Term End: 03/31/2008
 Extend Posting By: 10 days
 Contingent Bids: N
 Intraday Release: N
 Hours to Clear: 0
 Permanent Rel: N
 Contact Name: DAWN QUERZOLI
 Phone: 781-466-5068
 Fax: 781-290-0441
 Stand Alone: Y
 Recallable: Recallable / Reput At Option Of Replacement Shipper
 Eval Method: Present Value

----- Designated Customer Information -----

Service Req: METROMEDIA ENERGY, INC.
 Extend Match By: 0 days
 Exempt from Bids: Y
 Desig Contact Nm: KAREN MORAAL
 Phone: 508-871-7150
 Fax: 508-366-5334

----- Comments -----

Recall: Capacity if recallable by releaser / reput at option of replacement marketer.

----- Rates -----

This offer fluctuates with the tariff.

Demand Tariff: 1.8780 Demand Offer: 100% Injection: 0.0219
 Capacity Tariff: 0.0145 Capacity Offer: 100% Withdrawal: 0.0175

----- Points -----

Loc Nbr	Drn Nbr	Loc Name	K Flo	Offer Qty
10001	158227	DTI STRG SERVICE (SS)	D	29
10001	158227	DTI STRG SERVICE (SS)	R	17
10002	157420	DTI STRG POINT (ST)	D	29
10002	157420	DTI STRG POINT (ST)	R	17
40107	19313	TGP - ELLISBURG	D	29
40107	19313	TGP - ELLISBURG	R	17

----- Bids -----

Bid Nbr	Svc Req Name	Bid Dsg Status	Bid Dem	Award Dem	Repl Contr
02	6 METROMEDIA	Y EXECTD	29	3,190	29 3,190 535188

Karen Moraal

From: DOMINION_TRANS_E-SCRIPT_via_Dazel_Gateway@dom.com
sent: Wednesday, December 26, 2007 8:58 AM
to: Karen Moraal
Subject: Capacity Release Executed

New contract created from bid 028396
on offer 029687 is 535188.

CONFIDENTIALITY NOTICE: This electronic message contains information which may be legally confidential and/or privileged and does not in any case represent a firm ENERGY COMMODITY bid or offer relating thereto which binds the sender without an additional express written confirmation to that effect. The information is intended solely for the individual or entity named above and access by anyone else is unauthorized. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you.

Summary

Add Capacity Release Bid

Releaser:	Energy North Natural Gas, Inc.	Rate Sched:	FST
Contract:	N02358	Bid Sent:	12/26/2007 8:22AM CT
Offer #:	14880	Status: Rvwd/Postd	View Offer
Bid #:	14486	Status: Submitted	Submitter: Moraal, Karen
			Phone Number: 508/329-0174

Terms

Master Contract: B02505 Metromedia Energy, Inc.

Release Period: 01/01/2008 - 03/31/2008

Contingencies

Special Terms Capacity is recallable.

Rates

Bid Basis: Dollars

Rate Type: Reservation

Transport. Rate: 3.36120 **Min. Monthly Transport. Rate:** 3.36120 (Includes applicable surcharges)

Quantities

Bid On Quantity?	Receipt Point	Delivery Point	Minimum Receipt	Maximum Receipt	Released Receipt	Released Delivery
<input checked="" type="checkbox"/>	NFSTOR	020578	189	189	189	189

Summary

Add Capacity Release Bid

Releaser:	Energy North Natural Gas, Inc.	Rate Sched:	FSS
Contract:	002357	Bid Sent:	12/26/2007 8:21AM CT
Offer #:	14882	Status:	Rvwd/Postd View Offer
Bid #:	14485	Status:	Submitted
		Submitter:	Moraal, Karen
		Phone Number:	508/329-0174

Terms

Master Contract: R02506 Metromedia Energy, Inc.

Release Period: 01/01/2008 - 03/31/2008

Contingencies

Special Terms Capacity is recallable.

Rates

Bid Basis: Dollars

Rate Type: Reservation

Capacity Rate: 0.04320 **Min. Monthly Capacity Rate:** 0.04320 (Includes applicable surcharges)

Withdrawal Rate: 2.15560 **Min. Monthly Withdrawal Rate:** 2.15560 (Includes applicable surcharges)

Quantities

	Min.	Max.
Storage	Storage	Storage
20833	20833	20833
Injection	Injection	Injection
139	139	139
Withdrawal	Withdrawal	Withdrawal
189	189	189

Summary

Awarded Capacity

Offer No.: 14880	
Releaser: Energy North Natural Gas, Inc.	
Award: B02505-143811 View Contract	Award Status: Awarded
Winning Bidder: Metromedia Energy, Inc.	Award Date/Time: 12/27/2007 2:13PM ET

Terms

Rel Contract: N02358
Release Period: 01/01/2008 - 03/31/2008

- Permanent Release**
- Recallable** Timely @ 09:00 a.m. with 3.5 hours notice.....Early Evening @ 9:00 with 3 hours notice.....
 Evening @ 09:00 with 1 hour notice.....Intra Day 1 @ 17:00 with 2 hours notice.....
 Intra Day 2 @ 21:00 with 2 hours notice
- Special Terms** Capacity is recallable.

Rates

Bid Basis: Dollars
Rate Type: Reservation

Transport. Rate: 3.36120

Quantities

Receipt Point	Delivery Point	Released Receipt	Released Delivery
NFSTOR	020578	189	189

Important: This document is the confirmation of the execution of the above referenced amendment to your Master Release Agreement. The amendment shall be subject to any terms and conditions applicable to the release of firm capacity.

[Return to Search](#)

Summary

Awarded Capacity

Offer No.:	14882		
Releaser:	Energy North Natural Gas, Inc.		
Award:	R02506-143831	View Contract	Award Status: Awarded
Winning Bidder:	Metromedia Energy, Inc.		Award Date/Time: 12/27/2007 2:14PM ET

Terms

Rel Contract: O02357
 Release Period: 01/01/2008 - 03/31/2008

- Permanent Release
- Recallable Timely @ 09:00 a.m. with 3.5 hours notice.....Early Evening @ 9:00 with 3 hours notice.....
 Evening @ 09:00 with 1 hour notice.....Intra Day 1 @ 17:00 with 2 hours notice.....
 Intra Day 2 @ 21:00 with 2 hours notice
- Special Terms Capacity is recallable.
-

Rates

Bid Basis: Dollars
 e Type: Reservation

Capacity Rate: 0.04320
 Withdrawal Rate: 2.15560

Quantities

Storage Quantity: 20833
 Injection Quantity: 139
 Withdrawal Quantity: 189

Important: This document is the confirmation of the execution of the above referenced amendment to your Master Release Agreement. The amendment shall be subject to any terms and conditions applicable to the release of firm capacity.

 Return to Search

Nominations-Form

Nominations - Grid

Refresh

Submit

Account Name: **National Fuel Gas Supply Corp (Admin)** Default Fuel %: 0.000
 *Contract ID: C02019 View Contract ADMIN Contract Fuel Discount: None

Date		Receipt		Delivery	
*Beg Dt:	01/03/2008	*Receipt Location:		*Delivery Location:	
*Beg Tm:	09:00 E	Upstream Contract:		Downstream Contract:	Pkg ID:
*End Dt:	01/04/2008	Upstream ID Code:		Downstream ID Code:	
*End Tm:	09:00:00	Receipt Quantity:	0	Delivery Quantity:	0
		Receipt Rank:		Delivery Rank:	

Show Nominations For Flow Date: Beg Tm:

Totals For Flow Date Selected:		
Nominated	Confirmed	Scheduled
Receipt 11,297	0	0
Delivery 11,297	0	0

Nominations for Selection																	
Sel	Det	Copy	Activity Code	Beg Date	Nomination Cycle Start Time	End Date	Receipt Location	Upstream Contract	Upstream ID Code	Delivery Location	Downstream Contract	Downstream ID Code	Package ID	Rec Rank	Del Rank	Nom'd Receipt Quantity	Non Del
Sel	Det	Copy	336773	01/03/2008	09:00 E	01/04/2008	NFSTOR	R02506-143271		NFSTOR	R02506-143831			0	0	11,297	11

Karen Moraal

From: iol_administrator@iroquois.com
ant: Friday, December 21, 2007 8:35 AM
o: Karen Moraal
Subject: Prearranged Bid Notification

Metromedia Energy is the replacement bidder for 138 dekatherms for the capacity release offer by EnergyNorth Natural Gas, Inc. for the period - 1/1/2008 and 11/1/2011.

Karen Moraal

From: iol_administrator@iroquois.com
Sent: Friday, December 21, 2007 8:28 AM
To: Karen Moraal
Subject: Recall of Prearranged Bid Notification

The capacity release offer, 51243, between EnergyNorth Natural Gas, Inc. and Metromedia Energy has been recalled effective Jan 01, 2008. No Penalties apply due to this capacity recall.

Algonquin Gas Transmission, LLC

Capacity Release

Deal No.: 011739
Algonquin Addendum Contract No.: 777940
Capacity Release Rate Schedule: AFT1FT2

Replacement Customer: METROMEDIA ENERGY, INC.
Releasing Customer: NORTHERN UTILITIES INC
Releasing Customer's Contract No.: 93002F
Begin Date Of Release: 02/01/2008
End Date Of Release: 10/31/2012

Maximum Daily Transportation Quantity
STATIC 185 (Dth)

Minimum Volume Commitment: (Dth/Monthly Billing Period)

Rates:

Maximum Rate: Yes
Is this a release as a percent of Maximum Rate? No
If yes, what percent?
Volumetric:
Reservation Charge: 0.2010

Algonquin Gas Transmission, LLC

Capacity Release

Deal No.: 011739
Algonquin Addendum Contract No.: 777940
Capacity Release Rate Schedule: AFT1FT2

Primary Point of Receipt
00205 MENDON

Maximum Daily Receipt Obligation
STATIC 185

Algonquin Gas Transmission, LLC

Capacity Release

Deal No.: 011739
Algonquin Addendum Contract No.: 777940
Capacity Release Rate Schedule: AFT1FT2

Primary Point of Delivery

00024 BROCKTON

Maximum Daily Delivery Obligation

STATIC 185

Algonquin Gas Transmission, LLC

Capacity Release

Deal No.: 011739
Algonquin Addendum Contract No.: 777940
Capacity Release Rate Schedule: AFT1FT2

Is this Capacity Subject to right of recall? Yes

Recall Conditions (if applicable):

FD & PD (FD REPUT); Notification Period(s): All Days, Timely, Early Evening, Evening, Intraday 1, Intraday 2

IMMEDIATELY RECALLABLE,

Is this a permanent release? No

Other Comments

None

This Addendum, entered into, pursuant to Algonquin's capacity release program and to the executed Capacity Release Umbrella Agreement between Algonquin and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

Bid Detail

Bid Number: 2008.01.28.080712
Corresponding Offer Number: 2008.01.21.105154
Stand Alone Bid Indicator: Stand-Alone Bid
Special Terms and Notes - if Bid is Not Stand-Alone:
Bidder's Lesser Quantity Indicator: Yes
Bidder's Contingency Indicator: Yes
Rate Form/Type Code: Reservation Charge Only
Reservation Rate Basis: Per Month
Percentage or Absolute Dollar Bid Indicator: Absolute Dollar
Rate Identification Code: Reservation
Bid Rate or Percentage of Maximum Rate Bid:
Rate: 1.2639

RECEIPT POINT INFORMATION

Point Name	DRN	Max Qty	Min Qty
Pleasant St	1128	1128	1128

DELIVERY POINT INFORMATION

Point Name	DRN	Max Qty	Min Qty
Gosling Rd.	1128	1128	1128

Offer Detail

Offer Number 2008.01.21.105154
 Releasing Customer's Contract Number: 03-620-FT-NN
 Release Type: Temporary Point-to-Point Short Term Prearranged
 Biddable Deal? Yes
 Is this a Permanent Release? No

Prearranged Deal? Yes
 Bidder's Duns Number (if prearranged): Metromedia
 Bidder Affiliation: Not affiliated with Shipper or Service Provider
 Prearranged Deal Match Date (mm/dd/yy): 10/30/2008
 Prearranged Deal Match Time (hh:mm): 13:00

Release Term Start Date (mm/dd/yy): 02/01/07
 Release Term End Date (mm/dd/yy): 10/31/08
 Previously Released Offer? No
 Parent Offer Number: none
 Rereleasable Offer? Yes
 Recall/Reput Indication: Capacity Recallable by Releasing Shipper and Reput
 Recall/Reput Terms (If Applicable): immediately
 Accept Contingency Bids? No
 Offer Contingency Terms (If Applicable):
 Contingency Terms End Date (mm/dd/yy):
 Contingency Terms End Time (hh:mm):

Stand Alone Offer? Yes
 Terms/Conditions if not a Stand-Alone Offer:

MEASUREMENT BASIS

Pressure Base Units: PSIA
 Pressure Base:

RECEIPT POINT INFORMATION

Point Name	DRN	Zone	OBA Indicator	Max Qty	Min Qty
Pleasant St			OBA in Effect	1128	1128

DELIVERY POINT INFORMATION

Point Name	DRN	Zone	OBA Indicator	Max Qty	Min Qty
Gosling Rd.			OBA in Effect	1128	1128

OFFER RATE INFORMATION

Acceptable Rates: Less Than Maximum Rate
Maximum Rate: 1.6666
Bid Basis: Dollars and Cents per Unit
Minimum Acceptable Percentage of Maximum Rate:
Minimum Acceptable Rate: 1.2639
Minimum Acceptable Volumetric Commitment Percentage:
Minimum Acceptable Volumetric Load Factor Percentage:
Discounted Rate? Yes
Rate Form/Type Code: Reservation Charge Only
Reservation Rate Basis: Per Month
Seasonal Start Date (mm/dd/yy):
Seasonal End Date (mm/dd/yy):

OFFER QUANTITY INFORMATION

Maximum Offer Quantity: 1128
Minimum Offer Quantity: 1128
Accept Bids for Less Than Maximum Offer Quantity? No

OFFER TERM

Accept Bids for Less Than Full Term? No
Minimum Term:

BID EVALUATION

Bid Evaluation Method Selection: Highest Rate
Other Bid Evaluation Method (If Other is Selected Above):
Bid Tie-breaking Method (Tariff is Default): PT
Bid Tie-breaking Method Description:
Bid Period Start Date (mm/dd/yy): 01/21/2008 Bid Period Start Time (hh:mm): 13:00
Bid Period End Date (mm/dd/yy): 01/30/2008 Bid Period End Time (hh:mm): 13:00
Capacity Award Date (mm/dd/yy): 01/30/2008 Capacity Award Time (hh:mm): 15:00

CONTACT INFORMATION

Releasing Company's Common Code: 049286305
Releaser Contact: Don Tulchinsky
Releaser Fax Number: 5088702294
Releaser Contact E-mail Address: dtulchinsky@nisource.com
Releaser Contact Phone Number: 5088367259

Karen Moraal

From: iol_administrator@iroquois.com
Sent: Friday, January 25, 2008 10:50 AM
To: Karen Moraal
Subject: Prearranged Bid Notification

Metromedia Energy is the replacement bidder for 286 dekatherms for the capacity release offer by Northern Utilities for the period - 2/1/2008 and 11/1/2012.

Karen Moraal

From: iol_administrator@iroquois.com
Sent: Monday, January 21, 2008 12:30 PM
To: Karen Moraal
Subject: Recall of Prearranged Bid Notification

The capacity release offer, 51259, between Northern Utilities and Metromedia Energy has been recalled effective Feb 01, 2008. No Penalties apply due to this capacity recall.

Karen Moraal

From: jsydnor@nisource.com
Sent: Monday, January 21, 2008 12:55 PM
To: Karen Moraal
Cc: dbrick@nisource.com; cturner@nisource.com; jwhited@nisource.com; swade@nisource.com; jhill@nisource.com; DTulchinsky@NiSource.com
Subject: Recall of Capacity

Pursuant to Section 29.14 of the General Terms and Conditions of Granite State Gas Transmission, Inc.'s FERC Gas Tariff, notice is hereby provided that Northern Utilities, Inc. has recalled the following capacity from Metromedia Energy:

Dth	Recall Term Start Date	Recall Term End Date	Contract
1,082	February 1, 2008	October 31, 2008	08-709-cf

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www.ers.ibm.com>

EXHIBIT V-4: Pipeline Invoices

How to Contact Us

1-800-552-3044

For DirectLink self-service 24 hours/day
For credit questions, call
7 a.m. - 5:30 p.m., Mon. - Fri.
9 a.m. - 2 p.m. Sat.

1-800-552-3043

For billing questions,
call 8 a.m. - 5 p.m., Mon. - Fri.
For quickest response,
call 11 a.m. - 3 p.m., Tues. - Fri.

1-800-552-8464

For heating/water heating repairs 24 hours/day
To open/close account, please allow at least 5 days.

1-800-525-8222

For gas leaks or odor of gas 24 hours/day

711

For hearing-impaired relay

www.northernutilities.com

For account information, descriptions of our services,
and safety and conservation tips.

Billing Options

Budget Payment Plan Reduce the impact of higher, unstable natural gas prices by spreading the cost of winter heating more evenly throughout the year. Know how much to expect to pay each month.

Extended Payment Plans Special payment arrangements and energy assistance are available, if eligible.

Payment Options

Direct Payment Authorize your bank to pay your bill automatically each month.

Authorized Payment Centers Visit DirectLink e-Services on our Web site or call for the location of an authorized payment center near you. The agent charges a service fee for each transaction.

Mail Detach and return the coupon below with payment to:

Northern Utilities
P.O. BOX 9001848
LOUISVILLE, KY 40290-1848

Consumer Protections

Your Right to Dispute Your Bill If you think your bill is incorrect, call us at 1-800-882-5454 before the due date. We will review your account and notify you of the results, in writing if you wish. If you are not satisfied with our response, you have the right to appeal to the New Hampshire Public Utilities Commission (PUC) in writing at: New Hampshire PUC, 21 S. Fruit St, Concord, NH 03301-2429, by phone at 1-800-852-3793, or on the internet at www.puc.nh.gov. Until the PUC rules on your appeal, your service cannot be shut off for non-payment of the disputed part of your bill. However, you must continue to pay any portion of that bill and other bills that are not part of the dispute.

Bankruptcy Notices Mail to Northern Utilities, Revenue Recovery, 2025 Roosevelt Ave., P.O. Box 2025, Springfield, MA 01102.

Third-party Notification If you would like us to notify someone else about any deposits, unpaid bills, disconnections, or unsafe conditions you might face, please write to us. Be sure to include the other person's name, address and phone number. The third party will not be responsible for any payments on your account, but will be alerted that you might need help.

Billing & Payment Summary

Customer Name	
Metromedia Energy Northeast	
Previous Balance on 12/19/2007	\$439,787.44
Balance on 01/17/2008	= \$439,787.44
Late Payment Charge on 01/17/2008	+ \$5,024.22
Charges for Gas Service This Period	+ \$484,078.72
Charges for Optional Services This Period	+ \$0.00

Total Amount Due	=	\$928,890.38
Amount Due Immediately	=	\$433,121.65
Amount Due by 02/01/2008	=	\$495,768.73
If paid after 02/01/2008, this amount due will be \$501,461.37		

Amount due immediately is the past due amount.

Billing & Payment Notes

If payment is not received by 02/01/2008, a 1.16% late payment charge of \$5692.64 will be added to your account.
See back of bill for Detail of Charges for Gas Service.

Service Summary

Service Location
0 Nu Company Managed Supply
Bldg Bb
Portsmouth NH 03801

Service Summary Notes

Detail of Charges for Gas Service

Non Metered Service Charges 11/30/2007 - 12/31/2007	
Company Managed Commodity	\$9,355.15
Company Managed Demand	\$3,020.31
Company Managed Storage	\$410,616.68
Prior Period Adjustment	\$6,665.79
Storage Inventory Costs	\$2,713.86
Peaking Charges	\$65,038.51
Total Charges for Service This Period	\$484,078.72

Service Charges Notes

YO# 19640 CM

Commodity 53100 = 333,240.72

Demand 57300 = 150,838.00

484,078.72



Northern Utilities
A NiSource Company



Gas Bill

Non-Residential Gas Service

Page 1 of 2

Account Number
550-423-005-3
Statement Date
01/17/2008
41

How to Contact Us

1-800-552-3044

For DirectLink self-service 24 hours/day
For credit questions, call

7 a.m. - 5:30 p.m., Mon. - Fri.
9 a.m. - 2 p.m. Sat.

1-800-552-3043

For billing questions,
call 8 a.m. - 5 p.m., Mon. - Fri.

For quickest response,
call 11 a.m. - 3 p.m., Tues. - Fri.

1-800-552-8464

For heating/water heating repairs 24 hours/day
To open/close account, please allow at least 5 days.

1-800-525-8222

For gas leaks or odor of gas 24 hours/day

711

For hearing-impaired relay

www.northernutilities.com

For account information, descriptions of our services,
and safety and conservation tips.

Billing Options

Budget Payment Plan Reduce the impact of higher, unstable natural gas prices by spreading the cost of winter heating more evenly throughout the year. Know how much to expect to pay each month.

Extended Payment Plans Special payment arrangements and energy assistance are available, if eligible.

Payment Options

E-bill Receive and pay your bill online. To enroll, visit our Web site, www.northernutilities.com.

Direct Payment Authorize your bank to pay your bill automatically each month.

Authorized Payment Centers Visit DirectLink e-Services on our Web site or call for the location of an authorized payment center near you. The agent charges a service fee for each transaction.

Mail Detach and return the coupon below with payment to:

Northern Utilities
P.O. BOX 9001848
LOUISVILLE, KY 40290-1848

Consumer Protections

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Billing & Payment Summary

Customer Name

Metromedia Energy Northeast

Previous Balance on 12/19/2007		\$35,765.92CR
Payments Received on 01/11/2008	+	\$35,765.92
Balance on 01/17/2008	=	\$0.00
Charges for Gas Service This Period	-	\$37,203.87 ✓

No Payment Due	=	\$37,203.87CR
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Billing & Payment Notes

See back of bill for Detail of Charges for Gas Service.

Service Summary

Service Location

325 West Rd Bldg 5
Portsmouth NH 03801-5638

Service Summary Notes

Detail of Charges for Gas Service

Pooling Charges 12/01/2007 - 12/31/2007

Prior Period Adjustment	\$0.00
Contracted For Services	\$0.00
Other Special Services	\$10.00
Critical Day Charge	\$0.00
Daily Cashout	- \$33,105.94
Atv Delivery Dev.	\$0.00
True-Up To Actual	- \$9,105.83
Supplier Balancing Charge	\$4,753.60
Pool Administration Chrg	\$34.90
Pass Through Billing	\$209.40
Total Charges for Supplier	- \$37,203.87

Service Charges Notes

Commodity 53100 = (\$ 33,105.94) Vp # 17633 CM
 Accrued Exp 21110 = (9,135.89)
 LDC Gas Trueup 57550 = 30.06
 Prior Period Adj
 LDC Admin Fee 57200 = 5007.90
 (\$ 37,203.87)

▼ **Payment Coupon**

Turn Me Over ▶▶
for more details about
your account

How to Contact Us

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9 a.m. - 2 p.m. Sat.

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711
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Authorized Payment Centers Visit DirectLink e-Services on our Web site or call for the location of an authorized payment center near you. The agent charges a service fee for each transaction.

Mail Detach and return the coupon below with payment to:

Northern Utilities
P.O. BOX 9001848
LOUISVILLE, KY 40290-1848

Consumer Protections

Your Right to Dispute Your Bill If you think your bill is

Billing & Payment Summary

Customer Name
Metromedia Energy Northeast

Previous Balance on 12/19/2007		\$2,685.29	
Late Payment Charge on 01/11/2008	+ offset	\$26.86	offset
Payments Received on 01/11/2008	-	\$2,685.29	
Late Payment Adjustment on 01/14/2008	-	\$26.86	
Balance on 01/17/2008	=	\$0.00	
Charges for Gas Service This Period	-	\$3,300.21	✓

No Payment Due = \$3,300.21 CR

Service Summary

Service Location
325 West Rd Bldg A
Portsmouth NH 03801-5638

Detail of Charges for Gas Service

	Service Charges Notes
Pooling Charges 12/01/2007 - 12/31/2007	
Prior Period Adjust Chrg	\$0.00
Other Special Services	\$0.00
Critical Day Charge	\$0.00
Daily Imbalance Charge	\$736.24
Monthly Cashout Charge	- \$4,043.65
Monthly Imbalance Charge	\$0.00
Pass Through Billing	\$7.20
Total Charges for Supplier	- \$3,300.21

Commodity 53100 = (4,043.65) ^{Vo# 19637 CR}
Penalty 57350 = 736.24
LDC Adm 57200 = 7.20
(3,300.21)

Address _____
2000 W Park Dr
Ste 125
Westborough MA 01581-3957

City _____
State _____
Zip code _____
Home Phone () _____

If this mailing address or phone number are incorrect, please make the necessary corrections on the lines below.

Contact Information Corrections

**KeySpan Energy Delivery
Energy North Gas Company
Invoice for Contract Services**

BILLING PERIOD:

From:	01/01/2008	Metromedia Energy
To:	01/31/2008	2000 West Park Drive
Issue Date:	02/04/2008	Westborough MA , 01581
Account Number:	8851101199410	ATTN: Karen Moraal

CURRENT BILL SUMMARY CHARGES

CANADIAN SUPPLY AND MANAGED TRANSPORT CHARGE:	\$	59,342.73
PEAKING SERVICES CHARGE:	\$	187,252.02
STORAGE RELATED TRANSPORT CHARGE:	\$	0.00
STORAGE TRANSFER CHARGE:	\$	32,002.81
UNDERGROUND STORAGE CHARGE:	\$	3,636.45
CAPACITY DEMAND CHARGE:	\$	0.00

Total Current Bill:	\$	282,234.01
Total Adjustment:	\$	0.00
Arrears:	\$	239,523.84
Total Due:	\$	521,757.85

ITEMIZED ADJUSTMENTS:

If you have any questions regarding this report, please contact Dawn Querzoli at (781) 466-5068 or Kevin Baxter at (781) 466-5063.

PAYABLE UPON RECEIPT: ALL UNPAID BALANCES MORE THAN 10 CALENDAR DAYS IN ARREARS ARE SUBJECT TO A LATE PAYMENT CHARGE. ALL BALANCES ON ACCOUNTS REMAINING UNPAID AT THE CLOSE OF BUSINESS ON THE DAY DUE AND PAYABLE WILL BE SUBJECT TO A LATE PAYMENT CHARGE OF 0.00049 DAILY.

FED WIRE TRANSFER PAYMENT TO:	ACH TRANSFER PAYMENT TO:
KEYSPAN	KEYSPAN
CITI BANK	CITI BANK
ACCT: 00036871	ACCT: 00036871
ABA# 021000089	ABA# 021000089

Keyspan Energy Delivery
 Energy North Gas Company
 Daily Metered Service

BILLING PERIOD:

FROM: January 01, 2008
TO: January 31, 2008
ISSUE DATE: February 07, 2008
RATE: S1
ACCOUNT NUMBER: 8851101207410

Metromedia Energy
 2000 West Park Drive
 Westborough, MA 01581
 ATTN: Karen Moraal

(ALL USAGE DATA IS DISPLAYED IN MMBTU's)

CURRENT BILL SUMMARY CHARGES

SEASONAL CHARGES \$5,127.11
 CRITICAL DAY CHARGES \$36.10

IMBALANCE CASH OUT

TENNESSEE

Under Del. Imbalance	Factor	Over Del. Imbalance	Factor	Avg. Daily Index	Imbalance Charge
(634)	1.00	0	0.00	\$15.069	\$9,553.75
0	1.15	0	0.00	\$15.069	\$0.00
0	1.40	0	0.00	\$15.069	\$0.00
0	1.75	0	0.00	\$15.069	\$0.00
(634)		0			Total Cash Out:
					\$9,553.75

ITEMIZED ADJUSTMENTS:

UNDER-DEL.-TENN: \$53,683.23
 UNDER-DEL.-TENN: \$69,080.95
 LATE PAYMENT CHARGE: \$3.52

TOTAL CURRENT BILL: \$14,716.96
TOTAL ADJUSTMENT: \$122,767.70
ARREARS: \$399.48
TOTAL DUE: \$137,884.14

If you have any questions regarding this bill, please contact Kathy Barrett at (781) 466-5050 or Dawn Querzoli at (781) 466-5068.

PAYABLE UPON RECEIPT: ALL UNPAID BALANCES MORE THAN 10 CALENDAR DAYS IN ARREARS ARE SUBJECT TO A LATE PAYMENT CHARGE. ALL BALANCES ON ACCOUNTS REMAINING UNPAID AT THE CLOSE OF BUSINESS ON THE DAY DUE AND PAYABLE WILL BE SUBJECT TO A LATE PAYMENT OF 0.049 % DAILY

WIRE TRANSFER PAYMENT TO:
 KEYSpan
 CITI BANK
 ACCT: 00036871
 ABA# 021000089

ACH TRANSFER PAYMENT TO:
 KEYSpan
 CITI BANK
 ACCT: 00036871
 ABA# 021000089

Keyspan Energy Delivery
Energy North Gas Company
Non-Daily Metered

BILLING PERIOD :

FROM : January 01, 2008

TO : January 31, 2008

ISSUE DATE : February 05, 2008

RATE : S1

ACCOUNT NUMBER : 8851101215410

Metromedia Energy

2000 West Park Drive

Westborough, MA 01581

ATTN: Karen Moraal

(ALL USAGE DATA IS DISPLAYED IN MMBTU's)

CURRENT BILL SUMMARY CHARGES

SEASONAL CHARGE :	\$0.00
CRITICAL DAY CHARGE :	\$17,117.38
TRUE-UP CHARGE :	(\$18,485.72)
BALANCING CHARGE :	\$590.46
TOTAL CURRENT BILL :	(\$777.88)
TOTAL ADJUSTMENT:	\$0.00
ARREARS :	\$0.00
TOTAL DUE :	(\$777.88)

If you have any questions regarding this bill, please contact Kathy Barrett at (781) 466-5050 or Dawn Querzoli at (781) 466-5068.

PAYABLE UPON RECEIPT: ALL UNPAID BALANCES MORE THAN 10 CALENDAR DAYS IN ARREARS ARE SUBJECT TO A LATE PAYMENT CHARGE. ALL BALANCES ON ACCOUNTS REMAINING UNPAID AT THE CLOSE OF BUSINESS ON THE DAY DUE AND PAYABLE WILL BE SUBJECT TO A LATE PAYMENT CHARGE OF 0.0490 % DAILY

WIRE TRANSFER PAYMENT TO:

KEYSPAN

CITI BANK

ACCT: 00036871

ACH TRANSFER PAYMENT TO:

KEYSPAN

CITI BANK

ACCT: 00036871