

**BLANKET GAS TRANSPORTATION CONTRACT FOR
FIRM RESERVED SERVICE WITH REPLACEMENT SHIPPER**

This Contract is made as of the 30th day of September, 2003 by and between IROQUOIS GAS TRANSMISSION SYSTEM, L.P., a Delaware limited partnership, herein called "Transporter," and GLOBAL COMPANIES LLC, a Delaware limited liability company, herein called "Shipper," pursuant to the following recitals and representations.

WHEREAS Transporter has received and accepted a Certificate of Public Convenience and Necessity issued by the Federal Energy Regulatory Commission, authorizing Transporter to own, construct and operate a natural gas transmission system, herein called "Transporter's System;"

WHEREAS Transporter's System extends in a southeasterly direction from a point on the international border between the United States and Canada near Iroquois, Ontario/Waddington, New York, where Transporter's facilities interconnect with those of TransCanada PipeLines Limited ("TransCanada"), through the States of Connecticut and New York, to its terminus near South Commack, New York;

WHEREAS Shipper has obtained or is about to obtain capacity released from a Releasing Shipper pursuant to the terms of Section 28 of the General Terms and Conditions of Transporter's FERC Gas Tariff and the specific terms and conditions described in each effective Capacity Release Offer Report ("CROR") which is appended hereto, and which is identical to the CRORs of such Releasing Shippers;

WHEREAS each effective CROR appended to this Contract constitutes a separate transaction for purposes of Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff and sets forth the Term of the release transaction, the rate Shipper is obligated to pay, the Receipt and Delivery Points Shipper may use, the maximum quantity of capacity Shipper has available for its use at these points, and other relevant terms and conditions associated with Shipper's acquisition of the released capacity;

WHEREAS Transporter has received and accepted all necessary regulatory and governmental approvals to construct and operate Transporter's System and to transport such gas on behalf of Shipper; and

WHEREAS Transporter and Shipper now desire to establish the terms and conditions under which Transporter will render firm, reserved transportation services to Shipper by entering into this Gas Transportation Contract for Firm Reserved Transportation Service;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein assumed, Transporter and Shipper agree as follows:

ARTICLE I - SCOPE OF CONTRACT

1. So long as Shipper satisfies the provisions of Section 3 of the General Terms and Conditions of Transporter's FERC Gas Tariff, including the creditworthiness standards therein, and upon the execution and effectiveness of this Contract, Shipper shall be qualified to bid from time to time on releases of capacity (or acquire such capacity as a Prearranged Replacement Shipper) as set forth in Section 28 of those General Terms and Conditions. If at any time a bid submitted by Shipper is accepted by Transporter, Transporter will post on its EBB an addendum to this Contract in the format set forth on its EBB as a CROR.

Each CROR is an integral part of this Contract; shall be deemed to incorporate the terms of this Contract; and shall be binding on the Parties. Shipper agrees to advise Transporter of any material change in the information previously provided to Transporter pursuant to Section 3 of the General Terms and Conditions of Transporter's Tariff.

2. During the Term of this Contract, on each day on which Shipper and Transporter schedule gas for transportation hereunder, Shipper shall cause the Scheduled Input Quantity to be delivered to Transporter at the Receipt Point(s).

3. On each day during the Term of this Contract, Transporter shall make the Scheduled Equivalent Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

4. Shipper shall be solely responsible for securing faithful performance by Gas Supplier(s) and/or any applicable upstream or downstream Shippers in all matters which may affect Transporter's performance hereunder, and Transporter shall not be liable hereunder to Shipper as a result of the failure of Gas Supplier(s) and/or any applicable upstream or downstream Shippers to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

1. Shipper hereby reserves the right to cause Transporter to receive on a primary basis from or for the account of Shipper at each Receipt Point on any day such quantities of natural gas up to the Maximum Input Quantity for such Receipt Point as set forth on the currently effective CROR, and Transporter shall make available on a primary basis to or on behalf of Shipper at each Delivery Point on any day the Equivalent Quantity, not to exceed the Maximum Equivalent Quantity for each Delivery Point as set forth on the currently effective CROR; provided, however, Shipper's right to request Service hereunder, and Transporter's obligation to provide such service, shall be subject to the provisions of any capacity release agreement executed by Shipper and Transporter; and, provided further, Shipper's right to request service hereunder and Transporter's obligation to provide such service shall be subject to the terms and conditions stated in each effective CROR. Shipper may on a secondary basis receive quantities of natural gas at each Receipt Point up to two times the Maximum Input Quantity as set forth on the currently effective Schedule 1 appended hereto and deliver quantities of natural gas at each Delivery Point up to two times the Maximum Equivalent Quantity as set forth on the currently effective Schedule 2 appended hereto, provided that Shipper does not exceed the Maximum Equivalent Quantity in any pipe Segment.

2. Transporter shall make available to Shipper the transportation service reserved under this Article II on the days and for the quantities of gas for which such service had been reserved, subject to Shipper's compliance with the terms and conditions of this Contract.

ARTICLE III - RATE

1. During the Term of this Contract, for each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable Maximum Transportation Commodity Rate specified in the RTS Rate Schedule, provided that the term is one year or more as in effect on the day the transportation service is rendered; provided, however, that in the event that Transporter determines, in its sole discretion, to render transportation service on behalf of Shipper for a Discounted Transportation Commodity Rate, Transporter shall notify Shipper in writing of the amount of such Discounted Transportation Commodity Rate, the day(s) on which such rate shall be in effect and the quantities to which such rate applies. For each Dth of Scheduled Equivalent Quantity to which a Discounted Transportation Commodity Rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable Discounted Transportation Commodity Rate in lieu of the Maximum Transportation Commodity Rate. Between March 27, 2000 and September 30, 2002, no rate caps shall apply to any capacity releases with terms of less than one year.

2. During the Term of this Contract, for each Dth per day of the Maximum Input Quantity, at each Receipt Point, Shipper agrees to pay and shall pay the demand rate set forth in each effective CROR hereto, or, if applicable, its volumetric equivalent, including any demand related fees, surcharges, and transition costs.

3. If Shipper is a Releasing Shipper, as defined in Section 28 of the General Terms and Conditions, for each month, the Transportation Demand Charge billed to Shipper shall be credited in accordance with Section 4.3(g) of Rate Schedule RTS and Section 28.17 of the General Terms and

Conditions.

4. For each Dth of Scheduled Equivalent Quantity on any day, Shipper agrees to pay and shall pay the applicable GRI and ACA Adjustments, Deferred Asset Surcharge, and any other applicable surcharge specified in the RTS Rate Schedule as in effect on the day the transportation service is rendered.

5. Shipper agrees that Transporter shall have the unilateral right to file with the FERC and make changes effective in (a) the rates and charges applicable to service pursuant to Transporter's RTS Rate Schedules, or (b) any provision of the General Terms and Conditions applicable to such rate schedules. Transporter agrees that Shipper may contest any such filing or changes and may request the FERC to determine just and reasonable rates and/or terms or conditions of service for Transporter when Shipper believes Transporter's rates and/or terms or conditions of service may be unjust, unreasonable, unduly discriminatory or preferential.

ARTICLE IV - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Contract and all terms and provisions contained or incorporated herein are subject to the provisions of the RTS Rate Schedule and of the General Terms and Conditions of Transporter's FERC Gas Tariff as such may be revised or superseded from time to time, which RTS Rate Schedule and General Terms and Conditions are by this reference made a part hereof. All of the terms defined in Transporter's Tariff shall have the same meaning wherever used in this Contract.

ARTICLE V - TERM

1. The Commencement Date shall be September 30, 2003.

2. This Contract shall be effective as of the date first hereinabove written; provided, however, that Transporter shall be under no obligation to receive or to deliver any quantities of natural gas hereunder and Shipper shall be under no obligation for any payments hereunder prior to the first day of the Term.

3. This Contract shall continue in force and effect until September 30, 2004, and year to year thereafter, unless terminated by either party upon ninety (90) days prior written notice to the other; provided, however, that if the FERC authorizes Transporter to abandon service to Shipper on an earlier date, this Contract shall terminate as of such earlier date. Termination or expiration of this Contract will also result in the termination of each CROR which is effective.

ARTICLE VI - NOTICES

Notices to Transporter shall be addressed to:

Iroquois Gas Transmission System, c/o Iroquois Pipeline Operating Company
One Corporate Drive, Suite 600
Shelton, CT 06484
Attn: Marketing & Transportation

Notices to Shipper hereunder shall be addressed to:

Global Companies LLC
800 South Street, Suite 200
Waltham MA 02454-9161
Attention:

Either party may change its address under this Article by written notice to the other party.

ARTICLE VII - TRANSFER AND ASSIGNMENT OF CONTRACT

Any entity which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of either Transporter or 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. Any party may, without relieving itself of its obligations under this Contract, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Contract or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Transporter or Transporter in the event of an assignment by Shipper which consents shall not be unreasonably withheld. It is agreed, however, that the restrictions on assignment contained in this Article VII shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

ARTICLE VIII - NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that (a) Transporter is a Delaware limited partnership; (b) Shipper shall have no recourse against any Partner in Transporter with respect to Transporter's obligations under this Contract and that its sole recourse shall be against the partnership assets, irrespective of any failure to comply with applicable law or any provision of this Contract; (c) no claim shall be made against any Partner under or in connection with this Contract; (d) Shipper shall have no right of subrogation to any claim of Transporter for any capital contributions from any Partner to Transporter; (e) no claims shall be made against the Operator, its officers, employees, and agents, under or in connection with this Contract and the performance of Operator's duties as Operator (provided that this shall not bar claims resulting from the gross negligence or willful misconduct of Operator, its officers, employees or agents) and Shipper shall provide Operator with a waiver of subrogation of Shipper's insurance company for all such claims, and (f) this representation is made expressly for the benefit of the Partners in Transporter and Operator.

ARTICLE IX - LAW OF CONTRACT

The interpretation and performance of this Contract shall be in accordance with and controlled by laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed in several counterparts by their proper officers thereunto duly authorized, as of the date first hereinabove written.

ATTEST:

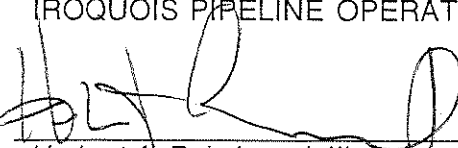


IROQUOIS GAS TRANSMISSION SYSTEM, L.P.

By Its Agent

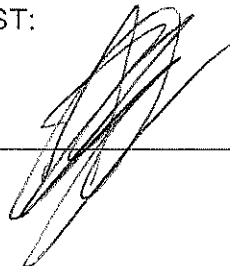
IROQUOIS PIPELINE OPERATING COMPANY

By


 Herbert A. Rakebrand, III

Vice President, Marketing & Transportation

ATTEST:



GLOBAL COMPANIES LLC

By

