



October 5, 2023

By Electronic Mail

Daniel Goldner, Chairman
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429

DG 23-___: Northern Utilities, Inc. Request for Expedited Approval of Empress Capacity Agreements

Chairman Goldner:

On behalf of Northern Utilities, Inc. (“Unitil” or the “Company”) I enclose the Company’s Petition for expedited approval of certain agreements with Portland Natural Gas Transmission System and TransCanada Pipelines Limited that will provide a firm natural gas pipeline transportation path from Empress, Alberta to Granite State Gas Transmission, Inc. interconnects. Included with the Petition are the Testimony of Francis X. Wells (Exhibit Unitil-FXW-1) and an Empress Capacity Resource Assessment (Exhibit Unitil-FXW-2) and Attachments 1 – 9 thereto. Also included is a Motion for Confidential Treatment related to certain commercial terms and confidential Company evaluative material.

Please do not hesitate to contact me with any questions regarding this filing.

Sincerely,

Patrick H. Taylor
Attorney for Northern Utilities, Inc.

Patrick Taylor
Chief Regulatory Counsel
taylorp@unitil.com

6 Liberty Lane West
Hampton, NH 03842

**STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

NORTHERN UTILITIES, INC.

DOCKET NO. DG 23-___

Petition for Expedited Approval of Empress Capacity Agreements

NOW COMES Northern Utilities, Inc. (“Northern” or the “Company”) and respectfully requests the New Hampshire Public Utilities Commission (the “Commission”) approve, on an expedited basis, certain agreements with Portland Natural Gas Transmission System (“PNGTS”) and TransCanada Pipelines Limited (“TCPL”) that will provide a firm natural gas pipeline transportation path from Empress, Alberta to Granite State Gas Transmission, Inc. (“Granite”) interconnects (the full capacity path is referred to herein as “Empress Capacity”; the agreements are collectively referred to herein as the “Empress Capacity Agreements” or the “Agreements”). For the reasons set forth below, the Company requests that the Commission find, by January 26, 2024, that the Empress Capacity Agreements are prudent, reasonable and consistent with the public interest. In support hereof, the Company states as follows:

1. By this Petition and the accompanying Pre-Filed Direct Testimony of Francis X. Wells (Exhibit Unitil-FXW-1) and Empress Capacity Resource Assessment (Exhibit Unitil-FXW-2), the Company seeks approval to enter into the Empress Capacity Agreements that will provide Northern the ability to add 12,500 Dth per day of incremental capacity to Northern’s gas supply portfolio with service beginning on April 1, 2024 for a thirty (30) year term. Applying the Company’s latest design year forecast for the 2023-2024 gas year, approximately 5,007 Dth/day of the proposed capacity will be supported by New Hampshire Division customers and 7,493

Dth/Day of the proposed capacity will be supported by Maine Division customers.¹ Given the term of the Agreements and the conditions precedent contained therein, the Company respectfully asks the Commission's approval prior to the so-called "regulatory out" date of February 1, 2024 for the PNGTS agreement – i.e., the date prior to which the Company can withdraw from the agreements without a penalty - and therefore requests that the Commission complete its review by Friday, January 26, 2024. Complete copies of the Empress Capacity Agreements are attached the Empress Capacity Resource Assessment Appendix to Mr. Wells' testimony as Attachment 2 (PNGTS) and Attachments 4 – 6 (TCPL).

2. The Empress Capacity Resource Assessment describes the terms and conditions of the Empress Capacity Agreements, which will provide Northern the ability to transport 12,500 Dth / day of natural gas from Empress to Granite for a 30-year term. The proposed Empress Capacity Path provides access to supply that is not reliant on imported Liquefied Natural Gas ("LNG") during a time when natural gas pipelines to New England are heavily constrained and there is significant uncertainty surrounding the long-term future of the Everett Marine and St. John LNG terminals. The proposed Empress Capacity would be releasable to retail marketers under the Company's Delivery Service Terms and Conditions.

3. The agreement with PNGTS allows Northern to terminate the agreement without liability if the Company has not obtained regulatory approval from the New Hampshire Public Utilities Commission and the Maine Public Utilities Commission in form and substance acceptable to the Company by February 1, 2024. Thus, the Company respectfully requests that the Commission conduct an expedited review of the Empress Capacity Agreements and issue an Order by Friday, January 26, 2024 to enable Northern to provide timely notice of satisfaction of

¹ The Modified Proportional Responsibility Allocator, which is used to allocate demand costs, is based on Design Year utilization.

the conditions precedent (or lack thereof).

4. As explained in greater detail in the Empress Capacity Resource Assessment, Northern acquired the TCPL portion of the Empress Capacity through an open season in which TCPL offered delivery capacity to East Hereford, which is the point at which TCPL delivers gas onto PNGTS. This capacity offering was available as early as April 1, 2024, subject to TCPL's ability to secure "necessary commercial and operational arrangements" until new facilities are constructed. TCPL expects to construct new facilities to support this capacity offering prior to November 1, 2027. Though the TCPL open season required a minimum service request term equal to 15-years, Northern decided to request service for a thirty-year term due to the limited amount of capacity available and the scarcity of available incremental supply options in New England. Northern has entered into several agreements with TCPL: a precedent agreement and firm transportation agreement for service from April 1, 2024 through October 31, 2027 (the 2024 TCPL Agreements) and a precedent agreement for service from November 2027 through March 2054 (the 2027 TCPL PA).

5. The 2024 TCPL Agreements are subject to certain conditions precedent, including that TCPL has determined that it has sufficient facilities and/or operational or other arrangements to provide service under the 2024 TCPL firm transportation contract, and that the 2027 TCPL PA has not been cancelled. The 2027 TCPL is also subject to conditions precedent, including TCPL receiving authorization to increase its capacity in order to provide the service awarded to Northern. TCPL must use all reasonable efforts to obtain the required authorizations and increase its capacity. The 2027 TCPL PA requires Northern to enter into a Firm Transportation Service Contract for service from November 2027 through March 2054 upon TCPL either satisfying or waiving its conditions precedent.

6. If TCPL is unable to obtain required authorizations to increase its capacity from the Canadian Energy Regulator and other various provincial agencies prior to May 1, 2027, then the 2027 TCPL PA will be cancelled. If Northern is unable to obtain approval of the 2027 TCPL PA from the New Hampshire and Maine Public Utilities Commissions, fails to execute the Firm Transportation Service Contract, or withdraws its service request, then the 2027 TCPL PA will be cancelled. If the 2027 TCPL PA is cancelled for any reason, TCPL will have the right to recover pre-service and cancellation costs from Northern, including the portion of the project development costs attributable to Northern's service request at the time of cancellation. The estimated pre-service and cancellation costs, which are confidential, are described on a quarterly basis in the Empress Capacity Resource Assessment and Attachment 7 thereto.

7. The Commission has previously found capacity commitments similar to the Empress Capacity Agreements to be prudent and reasonable. *Northern Utilities, Inc.*, DG 19-116, Order No. 26,309 at 10 (November 19, 2019) (approving a settlement agreement among the Company, the Staff of the Commission, and the Office of the Consumer Advocate that supported Northern's commitment to 10,000 Dth / day for an initial term of 15 years with an option to extend). The Commission has also found that pre-service and cancellation costs may be deemed prudent and reasonable and recoverable through the Company's rates. *Id.* (finding that pre-service and cancellation costs accrued as of the date of the Commission's Order No. 26,309 were reasonable and appropriately recovered through rates, and that subsequently accrued pre-service and cancellation costs would be evaluated in future Cost of Gas dockets).

8. As described in detail in the Empress Capacity Resource Assessment, the Empress Capacity Agreements: (a) will provide cost-effective and reliable natural gas supply for Northern's customers; (b) will reduce reliance upon delivered supplies; (c) will provide not only

savings but price stability; and (d) will provide greater access to more attractive and liquid supply markets. In light of these benefits, the Company requests that the Commission open a docket to consider the Empress Capacity Agreements, and find by January 26, 2024 that the Empress Agreements are prudent, reasonable, consistent with the public interest and that associated costs, including pre-service and cancellation costs, are prudent and reasonable and appropriate for recovery through Northern's gas supply rates.

WHEREFORE, Northern respectfully requests that the Commission:

- A. Open a proceeding to conduct a review of this matter and determine that Northern's decision to enter into the Empress Capacity Agreements is prudent, reasonable and consistent with the public interest, and that costs associated with the Empress Capacity Agreements are, subject to the Company's ongoing obligation to act prudently, appropriate for recovery through the Company's annually approved Cost of Gas rates;
- B. Complete the review and issue a final order no later than January 26, 2024; and
- C. Grant such other relief as is just and reasonable and consistent with the public interest.

Dated October 5, 2023.

Respectfully submitted,

NORTHERN UTILITIES, INC.

By Its Attorney,



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Docket No. DG 23-____

NORTHERN UTILITIES, INC.
NEW HAMPSHIRE DIVISION
REQUEST FOR APPROVAL OF
EMPRESS CAPACITY AGREEMENTS

PREFILED TESTIMONY OF
FRANCIS X. WELLS

1 I. INTRODUCTION

2 Q. Please state your name and business address.

3 A. My name is Francis X. Wells. My business address is 6 Liberty Lane West, Hampton,
4 NH.

5 Q. What is your relationship with Northern Utilities, Inc.?

6 A. I am employed by Unutil Service Corp. (the "Service Company") as Manager of Energy
7 Planning. The Service Company provides professional services to Northern Utilities, Inc.
8 ("Northern" or the "Company").

9 Q. Please briefly describe your educational and business experience.

10 A. I earned my Bachelor of Arts Degree in both Economics and History from the
11 University of Maine in 1995. I joined the Service Company in September 1996 and
12 have worked primarily in the Energy Contracts department. My primary
13 responsibilities involve gas supply planning and acquisition.

14 Q. Have you previously testified before the New Hampshire Public Utilities
15 Commission ("Commission")?

1 A. Yes. I have testified as Northern's gas supply witness before the Commission in
2 Northern's Cost of Gas ("COG") proceedings.

3 Q. Please summarize the purpose of your testimony in this proceeding.

4 A. The purpose of my testimony is to present and support Northern's request for approval of
5 agreements with Portland Natural Gas Transmission System ("PNGTS") and
6 TransCanada Pipelines Limited ("TransCanada" or "TCPL") for a firm natural gas
7 pipeline transportation path from Empress, Alberta to Granite State Gas Transmission,
8 Inc. ("Granite") interconnects (the full capacity path is referred to herein as "Empress
9 Capacity"; the agreements are collectively referred to as the "Empress Capacity
10 Agreements" or the "Agreements"). The Empress Capacity Agreements will provide
11 Northern the ability to transport 12,500 Dth/day of natural gas from Empress to Granite
12 for a 30-year initial term, and will provide access to relatively low-cost supply, while
13 reducing Northern's peaking supply requirements. The Empress Capacity is anticipated
14 to commence on April 1, 2024. This capacity was acquired via open seasons on
15 TransCanada and PNGTS pipelines.

16 In support of its request for approval of the Empress Capacity Agreements, Northern has
17 prepared an Empress Capacity Resource Assessment, provided herewith as Exhibit
18 Unitil-FWX-2. The Empress Capacity Resource Assessment describes the Empress
19 Capacity Agreements in detail, and further includes a regional market overview; an
20 overview of Northern's current portfolio; an overview of Northern's demand forecast, its
21 design planning standards, and the balance between Northern's current portfolio of
22 resources with its design day and design year requirements; an overview of potential

1 incremental resources; a qualitative assessment of the Empress Capacity; and a
2 quantitative assessment of the Empress Capacity.

3 The Empress Capacity Resource Assessment (Exhibit Unitil-FXW-2) also includes the
4 following attachments: Attachment 1 (PNGTS Open Season); Attachment 2 (PNGTS
5 Firm Transportation Contract); Attachment 3 (TCPL Open Season); Attachment 4 (TCPL
6 2024 Precedent Agreement); Attachment 5 (TCPL 2024 Firm Transportation Contract);
7 Attachment 6 (TCPL 2027 Precedent Agreement); Attachment 7 (TCPL 2027 Precedent
8 Agreement Exposure Profile); Attachment 8 (Northern Capacity Paths); and Attachment
9 9 (Modeled Cost Analysis).

10 Q. Please explain why Northern has secured the new Empress Capacity.

11 A. Northern has a significant unmet peaking supply need, on both a peak day and seasonal
12 basis. The proposed new capacity will reduce Northern's 2024-2025 peak day
13 requirements not met with long-term capacity from 47,431 Dth to 34,975 Dth and reduce
14 Northern's 2024-2025 seasonal peaking supply needs not met with long-term capacity
15 from 672,537 Dth to 302,037 Dth.

16 As the Company first explained in its 2023 Integrated Resource Plan, the regional gas
17 supply market continues to be heavily reliant upon LNG imports during periods of high
18 demand combined with uncertainty related to the future availability of LNG import
19 facilities. The acquisition of the Empress Capacity is intended to reduce Northern's
20 reliance on imported LNG. Northern is concerned with the current and future availability
21 and pricing of imported LNG into New England. When New England natural gas demand
22 exceeds the capacity of the pipeline system connecting New England to North American

1 supplies, supply must be supplemented by imported LNG to meet all demand. New
2 England as a whole, including Northern, is reliant upon imported LNG to reliably meet
3 demand for natural gas during periods of cold weather. Therefore, peaking supply
4 contracts are sourced on imported LNG.

5 Notwithstanding their respective importance to the region for energy supply reliability,
6 the operators of the major LNG importers into the New England energy market have
7 uncertain futures. This is discussed in greater detail in the Empress Capacity Resource
8 Assessment.

9 Q. Please provide a summary description of the PNGTS Agreement.

10 A. Northern acquired the PNGTS portion of the Empress Capacity through an open season
11 issued by PNGTS on June 6, 2023. A copy of the PNGTS Open Season is provided as
12 Attachment 1 to Exhibit Unitil-FXW-2. PNGTS offered approximately 59,000 Dth of
13 additional capacity to be available as soon as November 1, 2023. The firm transportation
14 offered was for service from Pittsburg, New Hampshire, the location where PNGTS
15 receives gas onto its system from TransCanada, to either the interconnection between
16 PNGTS and Maritimes in Westbrook, Maine or delivery points on the PNGTS system
17 from Westbrook, Maine to Dracut, Massachusetts (including the interconnections
18 between PNGTS and the Granite State Gas Transmission, Inc. ("Granite") pipeline.
19 Northern accesses PNGTS via the Granite pipeline.

20 Bidders in the PNGTS Open Season were required to bid a minimum rate of \$0.82 per
21 Dth per day for firm transportation service from Pittsburg, New Hampshire to the Granite
22 pipeline, with a minimum term of 15 years. Due to the limited amount of capacity

1 available and the scarcity of available incremental supply options in New England,
2 Northern decided to request service for longer than the 15-year minimum term. The
3 Company bid the minimum rate of \$0.82 per Dth per day for a term equal to 30 years
4 beginning April 1, 2024 for 12,500 Dth of capacity from Pittsburg, New Hampshire to
5 Dracut, Massachusetts. This bid was accepted by PNGTS, resulting in a Firm
6 Transportation Agreement between PNGTS and Northern, which is provided as
7 Attachment 2 to Exhibit Unitil-FXW-2. Northern has the option to terminate the Firm
8 Transportation Agreement without penalty if it does not obtain acceptable regulatory
9 approvals from the New Hampshire Public Utilities Commission and the Maine Public
10 Utilities Commission. Northern must exercise this option by February 1, 2024.

11 The PNGTS Open Season and Firm Transportation Agreement are described more fully
12 in Exhibit Unitil-FXW-2, the Empress Capacity Resource Assessment.

13 Q. Please provide a summary description of the TCPL Agreements.

14 A. Northern acquired the TCPL portion of the Empress Capacity through an open season
15 issued on May 17, 2023. A copy of the TCPL Open Season is provided as Attachment 3
16 to Exhibit Unitil-FWX-2. TCPL offered up to 59,807 Dth of delivery capacity to East
17 Hereford, the point at which TransCanada delivers gas onto PNGTS. TCPL offered either
18 Empress, Alberta or Parkway, Ontario as points where gas could be received. This
19 capacity offering was available as early as April 1, 2024, subject to TCPL's ability to
20 secure "necessary commercial and operational arrangements" until new facilities are
21 constructed. TCPL expects to construct new facilities to support this capacity offering
22 prior to November 1, 2027.

1 The TCPL Open Season required a minimum service request term equal to 15-years from
2 November 1, 2027. Due to the limited amount of capacity available and the scarcity of
3 available incremental supply options in New England, Northern decided to request
4 service for longer than the 15-year minimum term. Northern's service request through
5 the TransCanada Open Season was 12,890 Dth of capacity from Empress to East
6 Hereford with a 30-year term commencing April 1, 2024. Northern entered into a 2024
7 Precedent Agreement and 2024 Firm Transportation Service Contract with TCPL for
8 service from April 1, 2024 through October 31, 2027 (or later, if facilities required by
9 TransCanada are not yet in service and TransCanada maintains the commercial and
10 operational arrangements to continue interim service beyond October 31, 2027). These
11 agreements are provided as Attachments 4 and 5, respectively, to Exhibit Unitil-FXW-2.
12 Conditions precedent include a determination that TCPL has sufficient facilities and/or
13 operational or other arrangements to provide service under the 2024 TCPL firm
14 transportation contract, and that the 2027 TCPL PA has not been cancelled.

15 TCPL service from November 2027 through March 2054 is documented in the 2027
16 TCPL Precedent Agreement, which is provided as CONFIDENTIAL Attachment 6 to
17 Exhibit Unitil-FXW-2. The 2027 TCPL Precedent Agreement is subject to conditions
18 precedent, including TCPL receiving authorization to increase its capacity in order to
19 provide the service awarded to Northern. TCPL must use all reasonable efforts to obtain
20 the required authorizations and increase its capacity. The 2027 TCPL Precedent
21 Agreement requires Northern to enter into a Firm Transportation Service Contract for
22 service from November 2027 through March 2054 upon TCPL either satisfying or
23 waiving its conditions precedent.

1 The TCPL Open Season, 2024 Precedent Agreement, 2024 Firm Transportation
2 Agreement, and 2027 Precedent Agreement are described more fully in Exhibit Unitil-
3 FXW-2, the Empress Capacity Resource Assessment.

4 Q. Are there potential cancellation costs associated with the TCPL?

5 A. Yes. If TCPL is unable to obtain required authorizations to increase its capacity from the
6 Canadian Energy Regulator and other various provincial agencies prior to May 1, 2027,
7 then the 2027 TCPL PA will be cancelled. If Northern is unable to obtain approval of the
8 2027 TCPL PA from the New Hampshire and Maine Public Utilities Commissions, fails
9 to execute the Firm Transportation Service Contract, or withdraws its service request,
10 then the 2027 TCPL PA will be cancelled. If the 2027 TCPL PA is cancelled for any
11 reason, TCPL will have the right to recover pre-service and cancellation costs from
12 Northern, including the portion of the project development costs attributable to
13 Northern's service request at the time of cancellation. The estimated pre-service and
14 cancellation costs are estimated on a quarterly basis in the Empress Capacity Resource
15 Assessment and Exhibit Unitil-FXW-2 CONFIDENTIAL Attachment 7.

16 Northern believes that the risk of incurring cancellation costs in connection with the
17 TCPL portion of the Empress Capacity is low. Northern has participated in several TCPL
18 New Capacity Open Seasons with success, and the Company has added several recent
19 contracts to its portfolio through TCPL precedent agreements with similar treatment of
20 pre-service costs. These are described in Exhibit Unitil-FXW-2. Given TCPL's string
21 record of success as a project developer, Northern is confident that TCPL has the
22 experience and capability to gain the needed approvals and complete the construction of

1 all required facilities. As such, Northern assesses the probability that TCPL would cancel
2 the project and trigger termination costs to Northern as quite low.

3 Q. Has the Company prepared an analysis supporting its decision to enter into the
4 Empress Capacity Agreements?

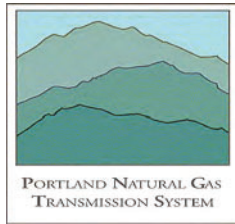
5 A. Yes, as indicated above, Northern has prepared an Empress Capacity Resource
6 Assessment, provided as Exhibit Unitil-FXW-2. In addition to describing the Empress
7 Capacity Agreements, the Empress Capacity Resource Assessment provides context for
8 the decision to enter into the Agreements with a regional market overview that explains
9 challenges within the New England energy market and the need for Northern to be
10 proactive to assure current and future availability of supply for its customers at
11 reasonable prices. Exhibit Unitil-FXW-2 also includes an overview of the Company's
12 current long-term portfolio, which is insufficient to meet the Company's design day and
13 year requirements when viewed against the Company's demand forecast and design
14 planning standards.

15 The Assessment also provides qualitative and quantitative analyses (including landed cost
16 and modelled cost analyses) of the Empress Capacity. The qualitative assessment
17 demonstrates that the Empress Capacity Agreements offer positive non-price attributes
18 that will improve the Company's portfolio of pipeline, storage, and peaking capacity, and
19 result in more favorable availability, price diversity, price stability and demand cost
20 mitigation opportunities. The Company's quantitative assessments shows that the
21 Empress Capacity is a cost-effective resource that will decrease Northern's planning load
22 design year peaking service requirement significantly over the first four winter periods of

1 the Empress Capacity Agreements and increase Northern's supply diversity with a
2 potential to lower natural gas supply costs.

3 Q. Does this conclude your testimony?

4 A. Yes it does.



Binding Open Season

June 6, 2023 through July 12, 2023

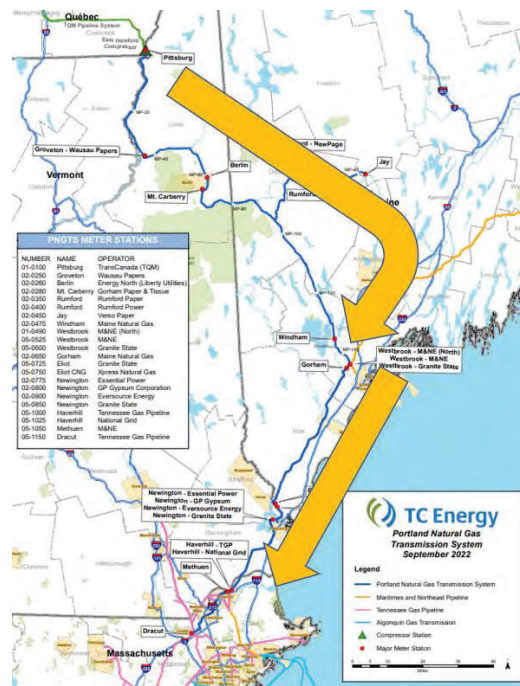
Notice of Binding Open Season

Portland Natural Gas Transmission System (“PNGTS”) is pleased to announce a binding open season to commence at 5:00 PM EPT on June 6, 2023, and close at 12:00 PM EPT on July 12, 2023 (“Open Season”). The purpose of the Open Season is to provide all interested parties the opportunity to bid on up to a total of approximately 59,000 Dth/d of expansion capacity (“PNGTS Expansion”).

Background

In response to market demand, PNGTS is increasing its capacity to provide firm transportation service with receipts at Pittsburg, New Hampshire, and deliveries to Westbrook, Maine, and Dracut, Massachusetts,¹ on PNGTS’ system.

PNGTS anticipates that the additional approximately 59,000 Dth/d of capacity will become available as early as November 1, 2023, subject to all necessary approvals and satisfaction of all applicable regulatory requirements of the Federal Energy Regulatory Commission (“FERC”). The purpose of the Open Season is to provide all interested parties the opportunity to bid on the capacity offered herein pursuant to the terms set forth below.



¹ Additional delivery points between Westbrook and Dracut may be available. Contact your marketing representative for more information.

Participation in the Open Season

Subject to the terms and conditions of this Open Season, interested parties wishing to submit a binding bid must complete and sign a Request for Firm Transportation Service Form (attached) before the close of the Open Season. Parties bidding in the Open Season must bid a rate, term (including start and end dates), receipt point(s), delivery point(s), and a total amount of capacity.

Bidders are responsible for securing their own transportation arrangements on pipeline or processing facilities upstream and downstream of the designated receipt and delivery point(s), including ensuring upstream and downstream connections are able to deliver and receive gas to/from PNGTS at PNGTS' prevailing line pressure, in accordance with PNGTS' FERC Gas Tariff, as may be amended from time to time (its "Tariff").

Awarding of Capacity

PNGTS will evaluate a bidder's request for capacity and award capacity on a not unduly discriminatory basis according to the net present value ("NPV") bid evaluation methodology in Section 6.13 of the Tariff. If PNGTS does not award all available capacity to the bid(s) with the highest NPV, then PNGTS may award any remaining capacity to the remaining unrejected bid(s) that meet the conditions of this Open Season and have the next highest NPV. PNGTS may repeat this process until there are no unrejected bids or the entire PNGTS Expansion capacity has been awarded.

Any award of capacity pursuant to this Open Season will be conditioned on satisfaction of all regulatory requirements, including but not limited to, FERC certificating to PNGTS the entire approximately 59,000 Dth/d made available by the PNGTS Expansion. Any obligation of PNGTS to provide service using any of the capacity created by the PNGTS Expansion will be conditioned on PNGTS being legally authorized to utilize all of the PNGTS Expansion capacity as well as PNGTS receiving and accepting any and all applicable federal, state, and local governmental and other regulatory approvals, permits, certificates, notices, clearances, orders, and authorizations of whatever kind or nature necessary to implement the PNGTS Expansion.

Successful bidders will be notified by PNGTS no later than five (5) business days from the close of the Open Season, of their capacity allocation quantities and bidders will be required to negotiate in good faith and execute a firm transportation service agreement ("FTSA") with PNGTS, as set forth below.

Upon awarding of capacity, PNGTS will provide such successful bidder with a FTSA that must be executed by such bidder within thirty (30) days of receipt. If the bidder does not execute a FTSA by such deadline, PNGTS reserves the right to reject such bidder's bid, cease negotiations with such bidder, and reallocate the associated capacity.

PNGTS anticipates that bids providing sufficient economic value to PNGTS will include a negotiated daily reservation rate of at least \$0.77 per Dth per day for deliveries to Westbrook, Maine, or at least \$0.82 per Dth per day for delivery to any point south of Westbrook, Maine, including but not limited to Dracut, Massachusetts. PNGTS further anticipates that bids providing sufficient economic value to PNGTS will be for terms of at least fifteen (15) years.

Any award of capacity is subject to the requirements for service to commence as set forth in PNGTS' Tariff, including satisfaction of PNGTS' creditworthiness requirements. PNGTS reserves the right to reject any bid that exceeds the bidder's qualified level of creditworthiness. Potential bidders are encouraged to

contact one of the credit analysts listed below prior to bid submittal to determine whether sufficient credit has been established for their bid.

Commodity, Fuel and Surcharges

In addition to the applicable reservation and usage charges, shippers will pay all applicable surcharges, including but not limited to all applicable fuel (WXP), measurement variance and unit charges, specified under Rate Schedule FT set forth in the Tariff, in addition to any FERC-approved charges associated with mandated compliance with new or revised regulations or legislation (i.e., environmental, modernization and safety).

Reservations of Rights

PNGTS reserves the right to reject any bid, in a not unduly discriminatory manner that (a) is not received by the close of the Open Season; (b) is not complete and conforming; (c) contains delayed in-service dates, partial year terms, or other contingencies; (d) contains terms unacceptable to PNGTS; (e) does not provide a sufficient level of detail; (f) does not present sufficient economic value; or (g) does not conform or otherwise qualify for service in accordance with all applicable provisions of PNGTS's Tariff. PNGTS also reserves the right to determine, in a not unduly discriminatory manner, whether to reject or accept bids and/or material it receives after the close of this Open Season.

Moreover, PNGTS explicitly reserves the right to (1) conduct additional open seasons/reverse open seasons; (2) determine or re-determine the size, scope, and cost of the PNGTS Expansion, if applicable; (3) not consider bids that do not provide a sufficient level of detail to aid in the development of the PNGTS Expansion; (4) reject bids that do not present PNGTS with sufficient economic value; (5) clarify bids; and/or (6) reject or accept bids and/or material it receives after the close of this Open Season. PNGTS also reserves the right to reject non-conforming and/or contingent bids and bids from any party that do not qualify for service in accordance with all applicable provisions of PNGTS's Tariff.

Contact Information

Interested parties should contact the following person to discuss any questions or to seek additional information about this Open Season:

For Commercial Inquiries

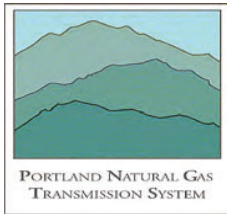
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Tom_Lockett@TCEnergy.com

Kevin Stonewall
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For Creditworthiness Requirements

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Jennifer_Beasley@TCEnergy.com



Portland Natural Gas Transmission System
 Request for Firm Transportation Service Forms
Bids must be emailed to capacityrequest@TCEnergy.com

Open Season ID	
Company Name	
Contact Name	
Email	
Phone Number	
Primary Receipt Point	
Primary Delivery Point(s), Volume (Dth/d) by Point	
Start Date Requested (Month, Day, Year)	
End Date Requested (Month, Day, Year)	
Contract Quantity (Dth/d)	
Daily Reservation Rate (\$0.000/Dth/d)	
If Bidder will accept less than stated Contract Quantity, please state that amount here (Dth/d)	

If the Bid is subject to any contingencies, clearly state such contingencies below:

FT 284292
Revision No. 0

**GAS TRANSPORTATION CONTRACT
FOR FIRM TRANSPORTATION SERVICE**

This Gas Transportation Contract ("Contract") is made as of the 22 Day of August, 2023 by and between the Portland Natural Gas Transmission System, a Maine general partnership, herein "Transporter" and Northern Utilities, Inc., herein "Shipper," pursuant to the following recitals and representations:

WHEREAS, Shipper intends to enter into natural gas supply arrangements, including transportation upstream of Transporter's System, and to make arrangements for the delivery of such gas supply for the account of Shipper to the receipt point(s), and to make arrangements for the receipt and transportation of such gas downstream of the delivery point(s) on Transporter's System;

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

1. Shipper shall apply for or cause to be applied for and use reasonable best efforts to obtain all of the agreements and governmental authorizations or exemptions necessary to enable Shipper to deliver to and receive from Transporter the transportation quantities specified below.

2. Subject to the condition herein, Transporter hereby agrees to provide to Shipper, and Shipper hereby agrees to accept, firm natural gas transportation service on Transporter's System under Transporter's Rate Schedule FT, providing for firm transportation from the receipt point(s) of the quantities of natural gas specified below. Such firm transportation service shall be provided for the term specified in Schedule 1. The transportation service, unless otherwise agreed upon, will be provided at the maximum applicable rate as approved by the FERC in the Tariff, as the Tariff may be changed from time to time, subject to the rate discount provisions set forth below.

ARTICLE I - SCOPE OF CONTRACT

1. On the Commencement Date and each Day thereafter on which Shipper and Transporter schedule Gas for transportation hereunder, Shipper shall cause the Scheduled Quantity, up to the Maximum Daily Quantity (MDQ), to be delivered to Transporter at the Receipt Point(s).

2. On the Commencement Date and each Day thereafter, Transporter shall make the Scheduled Quantity available to or on behalf of Shipper at the Delivery Point(s) on a firm basis.

3. Shipper shall be solely responsible for securing faithful performance by gas supplier(s) and/or any applicable upstream or downstream shippers and transporters 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 and transporters to so perform.

ARTICLE II - RESERVATION OF FIRM TRANSPORTATION CAPACITY

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1. Shipper hereby reserves the right to cause Transporter to receive from or for the account of Shipper at each Receipt Point on any Day such quantities of Gas up to the MDQ for such Receipt Point as set forth on the currently effective Schedule 1 appended hereto and Transporter shall make available to or on behalf of Shipper at each Delivery Point on any Day such quantities of Gas up to the MDQ for such Delivery Point as set forth on the currently effective Schedule 1 appended hereto. Schedule 1 is hereby incorporated as part of this Contract.

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

ARTICLE III - ALLOCATION OF OFF-PEAK CAPACITY

On any Day during the period from April 1 through October 31 that System Capacity is not otherwise scheduled under any Rate Schedule, such capacity will be allocated pro rata to Rate Schedule FT Shippers whose Gas Transportation Contracts have initial terms of twenty (20) Years or longer, and were in existence prior to June 1, 2013, based on these Shippers' annual reservation charges under Rate Schedules FT.

ARTICLE IV - RATE

1. For each Month, Shipper agrees to pay the Recourse Usage Rate, or a usage rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, multiplied by the sum of the Delivery Point Scheduled Quantity or Quantities during such Month; provided, however, that in the event that Transporter determines, in its sole discretion on a basis that is not unduly discriminatory, or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted usage rate, Transporter shall notify Shipper in writing of the amount of such discounted usage 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 Quantity to which a discounted usage rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted usage rate in lieu of the maximum usage rate.

2. For each Month, Shipper agrees to pay the Recourse Reservation Rate, or the Seasonal Recourse Reservation Rate if applicable, or a rate mutually agreed to in writing by Shipper and Transporter as set forth on the currently effective Schedule 1 attached hereto, multiplied by the Shipper's Maximum Contract Demand as specified in this Contract; provided however, that in the event that Transporter determines, in its sole discretion or otherwise pursuant to this Contract, to render service on behalf of Shipper for a discounted reservation rate, Transporter shall notify Shipper in writing of the amount of such discounted reservation rate, the Day(s) on which such rate shall be in effect and the quantities of which such rate applies. For each DTH of the Maximum Contract Demand to which a discounted reservation rate applies, as set forth in Transporter's notice, Shipper agrees to pay and shall pay the applicable discounted reservation rate in lieu of the maximum reservation rate.

3. Shipper agrees to pay and shall pay all applicable charges specified in Rate Schedule FT.

4. For all capacity allocated to Shipper under Article III herein, Shipper shall not pay reservation charges but Shipper shall pay transportation usage charges, surcharges, fees, and other charges allocated to such capacity or the quantities transported.

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ARTICLE V- RESERVED FOR FUTURE USE

ARTICLE VI - RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

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

Shipper shall be entitled to the Right of First Refusal provided for in Section 6.13.3(b)(6), of the General Terms and Conditions of Transporter's Tariff, notwithstanding the fact that Shipper would otherwise be ineligible for this right under Section 6.13.3.

ARTICLE VII - TERM

1. This Contract shall be effective as of the later of (a) April 1, 2024, or (b) the date on which Transporter is legally authorized and physically capable of providing the firm transportation service specified in Schedule 1. Service is subject to regulatory approvals of the Maine Public Utilities Commission and the New Hampshire Public Utilities Commission, in form and substance acceptable to Northern Utilities, Inc. at its sole discretion, by February 1, 2024.

2. This Contract shall continue in force and effect until March 31, 2054 and N/A thereafter unless terminated by either party upon at least N/A 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.

3. The termination of this Contract by expiration of fixed Contract term or by termination notice provided by Shipper triggers pregranted abandonment under Section 7 of the Natural Gas Act as of the effective date of the termination.

4. Any provision of this Contract necessary to correct imbalances or to make payment under this Contract as required by the Tariff will survive the other parts of this Contract until such time as such balancing or payment has been accomplished.

ARTICLE VIII - NOTICES

Notices to Transporter shall be addressed to:

Portland Natural Gas Transmission System
700 Louisiana Street, Suite 1300
Houston, Texas 77002-2700

Notices to Shipper hereunder shall be addressed to:

Northern Utilities, Inc.
6 Liberty Lane West
Hampton, NH 03842
Attention: Nick Routon

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

ARTICLE IX – 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 IX shall not in any way prevent either party to this Contract from pledging or mortgaging its rights hereunder as security for its indebtedness.

Shipper acknowledges that Transporter intends to make a collateral assignment of this Contract to financial institutions (collectively, the "Lenders") in connection with a Financing Agreement and agrees that if the Lenders succeed to the interest of Transporter by foreclosure or otherwise Shipper shall accord the Lenders the same rights as Transporter hereunder.

In order to facilitate obtaining financing or refinancing for the System, Shipper shall execute such consents, agreements or similar documents with respect to a collateral assignment hereof to the Lenders, and any credit support documents, and shall deliver an opinion of counsel on behalf of Shipper and any provider of credit support, as Lenders may reasonably request in connection with the documentation of the financing or refinancing for the System, which consent and opinion shall, among other things warrant or opine the enforceability of this Contract and of any credit support documents under the applicable governing law(s) and the compliance thereof with all applicable law.

ARTICLE X – NONRECOURSE OBLIGATION OF PARTNERSHIP AND OPERATOR

Shipper acknowledges and agrees that: (a) Transporter is a Maine general 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 XI – LAW OF CONTRACT

Notwithstanding conflict-of-laws rules, the interpretation and performance of this Contract shall be in accordance with and controlled by the laws of the State of Maine.

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ARTICLE XII – CHANGE IN TARIFF PROVISIONS

Shipper agrees that Transporter shall have the unilateral right to file with the Federal Energy Regulatory Commission or any successor regulatory authority any changes in any of the provisions of its Tariff, including of any of its Rate Schedules, or the General Terms and Conditions, as Transporter may deem necessary, and to make such changes effective at such times as Transporter desires and is possible under applicable law.

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: PORTLAND NATURAL GAS TRANSMISSION SYSTEM
By Its Operator, TransCanada Northern Border Inc.

By: *anti*

JR

JS

ATTEST: NORTHERN UTILITIES, INC.

By: *[Signature]*

Revision No. 0

SCHEDULE 1

Primary Receipt Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
1/	3/31/2054	10100	PITTSBURG (EAST HEREFORD)	12,500

Primary Delivery Points

<u>Begin Date</u>	<u>End Date</u>	<u>Scheduling Point No.</u>	<u>Scheduling Point Name</u>	<u>Maximum Daily Quantity (Dth/day)</u>
1/	3/31/2054	51150	DRACUT	12,500

Maximum Contract Demand
Effective Service Period 1/ 12,500 Dth to March 31, 2054

Rate Provision(s) (check if applicable rate):

X Discounted Rate
Negotiated Rate

Shipper's charges and fees shall be calculated as follows:

For the term of the Contract, Shipper agrees to pay a negotiated rate of \$0.8200 per Dth per day multiplied by the sum of the Maximum Contract Demand Quantity during such term. In addition to the applicable reservation and usage charges, Shippers shall pay all applicable surcharges, including but not limited to all applicable Measurement Variance Factor-LAUF and Measurement Variance Factor-Fuel for WXP Project-related Transportation Service associated with Rate Schedule FT as set forth in the Tariff, in addition to any FERC-approved charges associated with mandated compliance with new or revised regulations or legislation (i.e., environmental, modernization and safety), which may change from time to time.

Other Terms and Conditions:

All Secondary Receipts and Deliveries at Contract rate.

1/ The later of (a) April 1, 2024, or (b) the date on which Transporter is legally authorized and physically capable of providing the firm transportation service specified on this Schedule.

TCPL's Firm Transportation New Capacity Open Season

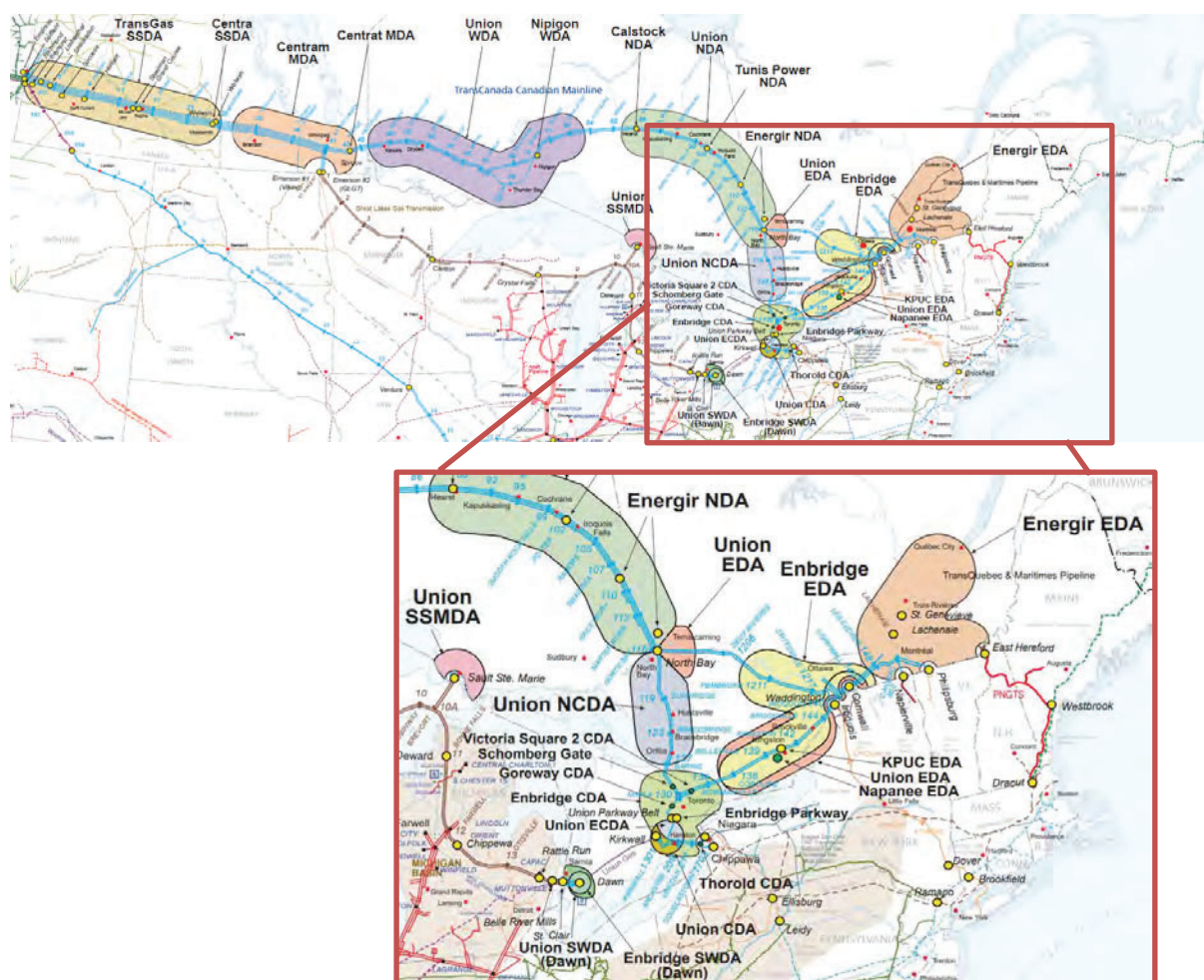
Mainline New Capacity Open Season May 17, 2023 to June 14, 2023

In response to requests from Customers, TransCanada PipeLines Limited ("TCPL") is pleased to announce that it is holding a New Capacity Open Season for new firm transportation service on the Canadian Mainline System (Figure 1) to the East Hereford delivery point with a targeted in-service date of November 1, 2027 (the "NCOS"). Capitalized terms not defined within have the meaning ascribed to them under the TCPL Mainline Transportation Tariff ("Tariff").

As a part of the NCOS, and as described below, TCPL expects it will be able to offer the New Capacity from the Empress and Parkway receipt points to the East Hereford delivery point commencing as early as April 1, 2024, subject to TCPL securing any commercial and operational arrangements necessary to provide such capacity until the new facilities are expected to be in service on November 1, 2027.

Additionally, TCPL expects it will be able to offer New Capacity from Parkway to delivery points in the Eastern Triangle other than East Hereford and Energir EDA as early as April 1, 2024, subject to the acquisition of necessary TBO.

Figure 1 – Mainline System





TCPL's Firm Transportation New Capacity Open Season

Services Offered:

Service is offered in this NCOS under the following toll schedules:

- Firm Transportation (FT)
- Firm Transportation Short Notice (FT-SN)

Receipt and Delivery Points:

TCPL is soliciting service requests from the Empress and Parkway receipt points to the East Hereford delivery point. Alternative paths are also available as outlined below. If interested in an alternative path not identified below, please contact your Marketing Representative.

New Capacity (GJ/d) and New Service Start Dates

East Hereford ⁽¹⁾

(1) Including Energir EDA

63,100 GJ/d is available from Empress or Parkway to East Hereford for November 1, 2027.

Customers also have the option of bidding for up to 63,100 GJ/d of the New Capacity commencing as early as April 1, 2024, subject to the terms outlined in the "Minimum Term" section of this posting.

Other Eastern Triangle Delivery Locations:

63,100 GJ/d ⁽²⁾ ⁽³⁾ of New Capacity is available for April 1, 2024 from the Parkway receipt point to delivery locations in the Eastern Triangle other than East Hereford and Energir EDA.

(2) With the exception of Napierville which is limited to 53,490 GJ/d as of April 1, 2024

(3) New Capacity is also available from Parkway to certain FT-SN delivery points as follows: 7,000 GJ/d to Goreway CDA; 7,500 GJ/d to Victoria Square #2 CDA; 11,000 GJ/d to Schomberg #2 CDA. Note that this capacity is separate from and in addition to the 63,100 GJ/d available from Parkway to other Eastern Triangle delivery locations.

Kirkwall to Union CDA

130,000 GJ/d of New Capacity is available for November 1, 2025 from the Kirkwall receipt point to the Union CDA

Empress to Union SWDA

44,274 GJ/d of New Capacity is available for November 1, 2023 from Empress to Union SWDA

Common Capacity

The System Segments offered in this NCOS and in the Concurrent ECOS that commenced May 17, 2023 and which closes June 14, 2023 at 8:00 a.m. MST (10 a.m. EST) share common system capacity. A successful bid in one open season may also reduce the capacity on the same or another System Segment in the other open season.

TCPL's Firm Transportation New Capacity Open Season

Bidding Process:

Service Applicants must submit a binding bid using TCPL's [NCOS Bid Form](#). Bids are due June 14, 2023 by 10 am Eastern Standard Time (8 am Mountain Standard Time).

TCPL will evaluate all bids on the basis of the priority determined under the Transportation Access Procedures under the Tariff ("TAPs"). Please note, the Mainline Rate Rider is not applicable for the evaluation of the ECOS or NCOS bids.

Minimum Term:

Bids to East Hereford ⁽¹⁾

(1) Including Energir EDA

The minimum term for service requests to East Hereford commencing on November 1, 2027 is 15 years.

Customers also have the option of bidding for the New Capacity from Empress or Parkway commencing as early as April 1, 2024, subject to the following:

- TCPL securing the necessary commercial and operational arrangements to provide the New Capacity until the necessary facilities are constructed, which facilities are expected to be constructed by November 1, 2027 or as soon as possible thereafter
- Bidders maintaining a minimum contract term of 15 years from November 1, 2027 to ensure that the necessary facilities are underpinned by long-term contracting.

Bids from Parkway to Other Eastern Triangle Delivery Locations

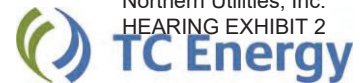
The minimum term for service requests from Parkway to delivery locations other than East Hereford Energir EDA and Philipsburg is three (3) years, which reflects the underlying term of the TBO capacity contract TCPL requires on Enbridge Gas Inc.'s Albion pipeline to provide the New Capacity on a renewable basis.

Bids from Kirkwall to Union CDA

The minimum term for service requests from Kirkwall to the Union CDA is three (3) years, based on the expected scale and scope of delivery facilities required to serve anticipated incremental market requirements in the delivery area. The minimum term may increase in the event different delivery facilities are required to accommodate service requests. Please contact your marketing representative if you have any questions.

Bids from Empress to Union SWDA

The minimum term for service requests from Empress to the Union SWDA is five (5) years, which reflects the underlying term of the TBO capacity contract TCPL requires on Enbridge Gas Inc's Dawn to



TCPL's Firm Transportation New Capacity Open Season

Parkway pipeline system to provide the New Capacity on a renewable basis. Capacity to the Union SWDA is available as FT-Non Renewable (FT-NR) for terms less than five years.

Transportation Tolls:

Current Tolls for TCPL's transportation service, as well as the Abandonment Surcharge and Delivery Pressure Charges where applicable, can be found [here](#). These are subject to change, as authorized by the Canada Energy Regulator.

Coordinated Open Seasons:

The following interconnecting pipeline companies will also be offering capacity to align with this NCOS:

- NOVA Gas Transmission Ltd.



TCPL's Firm Transportation New Capacity Open Season

This NCOS and the provision of service hereunder, are subject to the following terms and conditions:

TCPL Internal and Regulatory Approvals	TCPL will require internal and external approvals, including any regulatory approvals that it determines necessary to construct facilities and provide the service as a result of this NCOS, all on terms and conditions satisfactory to TCPL in its sole discretion.
Transportation by Other (TBO) Capacity	TCPL obtaining, prior to the New Service Start Date of the requested service, transportation service on other pipeline systems that it determines necessary ("TBO Capacity") on terms and conditions acceptable to TCPL in its sole discretion.
Minimum Acceptable Quantity	Service Applicants may specify a minimum acceptable quantity in the event that TCPL needs to prorate the Capacity.
Notification to Service Applicants and Allocation of Capacity	TCPL will notify all Successful Bidders within fifteen (15) Banking Days of the close of the NCOS. All bids received will be evaluated pursuant to TAPs .
Minimum Acceptable Volume to Proceed with Increasing System Capacity	TCPL requires executed Precedent Agreements for a minimum of 40,000 GJ/day to East Hereford and the Energir EDA in order to proceed with increasing the TCPL System Capacity to these locations.
Rejection of Bids	TCPL reserves the right to reject a bid if TCPL determines that the quantity bid on a path does not meet minimum requirements to justify the construction of new facilities.
New Service Start Dates	New Service Start Dates are subject to a number of factors that may limit capacity or delay the New Service Start Date, including without limitation: 1) aggregate new requests for service being greater than expected; 2) requests requiring TBO Capacity; 3) delays in TCPL receiving any required regulatory approvals; and/or 4) delays in construction.
Requirement for Downstream Capacity	Service Applicant shall, within five (5) business days of TCPL's request, demonstrate to TCPL's satisfaction that Service Applicant has an equivalent amount of downstream pipeline capacity.



TCPL's Firm Transportation New Capacity Open Season

Precedent Agreements and Financial Assurances	<p>Successful Bidders will have thirty (30) days to execute a Precedent Agreement for New Capacity for service commencing November 1, 2027 and, if applicable, an additional Precedent Agreement and related FT Contract for service commencing prior to November 1, 2027, once received from TCPL.</p> <p>TCPL requires acceptable financial assurances (where determined to be necessary) in support of a Precedent Agreement, five (5) Banking Days from a Successful Bidder receiving a Financial Assurances Request, if any. If TCPL has made a Financial Assurances Request and the Successful Bidder does not comply with the request, they will be deemed to have withdrawn their Bid. By submitting a bid a Service Applicant acknowledges that it will comply with this request.</p>
Deposit Information and Procedure	<p>A Bid Deposit is required for each individual Bid Form. Please see the deposit provisions of TAPs.</p>
Supporting Documentation for New Services	<p>Successful Bidders may be required to provide supporting documentation for their requested service as set out in the CER Filing Manual in order to qualify as acceptable bids under TAPs. If requested, this information must be provided to TCPL within five (5) Banking Days from the date the Successful Bidder receives a Precedent Agreement from TCPL. Successful Bidders are encouraged to contact their Marketing Representative to discuss filing requirements. The information provided will provide justification and will form the basis of TCPL's CER application. Information provided by Successful Bidders will be held on a confidential basis up to the time of a regulatory application to the CER. The Successful Bidder acknowledges and agrees that TCPL may use any such information it determines necessary in its CER application. Any specific requirements for confidentiality can be addressed on an individual basis.</p>
Term Up	<p>Subject to execution of Precedent Agreements for service to East Hereford and/or Energir EDA, and subject to TCPL confirming the need for new facilities for November 1, 2027 following the evaluation of any Turnback Bids, some Customers may receive a Term-up Notice providing the option to extend the term of their existing contract(s) such that the new contract termination date will be no less than 5 years after the expansion facilities are expected to go into service. Any such notice would reflect the anticipated in-service date of new facilities of November 1, 2027.</p>
Other Terms and Conditions of the Open	<p>TCPL may, in its sole discretion, require other terms and conditions which will be included in the Precedent Agreement(s) provided to the Successful Bidder.</p>



TCPL's Firm Transportation New Capacity Open Season

Season	
GST/HST Procedures	TCPL is required to charge the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, on transportation of gas that is consumed in Canada. Shippers may zero-rate GST or HST on contracts intended to serve an export market by making a Declaration on the nomination line in GCTS. Shippers may also provide a monthly Declaration for any Unutilized Demand Charges (UDC). For more information, please see GST/HST Procedures .

Questions:

For inquiries regarding this NCOS please direct questions to your Marketing Representative.

Toronto

Amelia Cheung
 Phone: 1.416.869.2115
 Email: amelia_cheung@tcenergy.com

Rory Black
 Phone: 1.416.869.2159
 Email: rory_black@tcenergy.com

Tim Stringer
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Calgary

Tyler Cook
 Phone: 1.403.920.6021
 Email: tyler_cook@tcenergy.com

Kevin D'Souza
 Phone: 1.403.920.7915
 Email: kevin_dsouza@tcenergy.com

Kelsey Johannson
 Phone: 1.587.933.5956
 Email: kelsey_johannson@tcenergy.com

Jillian Hemstock
 Phone: 1.403.920.7136
 Email: jillian_hemstock@tcenergy.com



TCPL's Firm Transportation New Capacity Open Season

Kate Palmer
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Email: kate_palmer@tcenergy.com

Skylar Wilson
Phone: 1.403.920.3665
Email: skylar_wilson@tcenergy.com

Vanessa Swick
Phone: 1.403.920.6764
Email: vanessa_swick@tcenergy.com

**This Open Season closes at 10am Eastern Standard Time on June 14, 2023.
Bid forms can be found at the following links:**

[NCOS Bid Form](#)

Precedent Agreement

2024 Precedent Agreement

THIS 2024 PRECEDENT AGREEMENT is made as of the 21st day of August, 2023

BETWEEN:

TRANSCANADA PIPELINES LIMITED,
a corporation existing under the
laws of Canada ("TCPL")

and

NORTHERN UTILITIES, INC.,
a corporation existing under the
laws of the State of New Hampshire ("Customer")

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border ("Mainline");

WHEREAS through the concurrent 2027 New Capacity Open Season ("2027 NCOS") held by TCPL from May 17, 2023 to June 14, 2023, Customer was awarded:

- (a) a precedent agreement ("NCOS PA"), executed concurrently with this 2024 Precedent Agreement, that commits Customer to enter a Firm Transportation ("FT") service agreement(s) for commencement on November 1, 2027 or as soon as possible thereafter with a receipt point of Empress and delivery point of East Hereford for 13,600 GJ/day ("FT Contract"); and
- (b) the (i) 2024 Precedent Agreement and (ii) FT service agreement(s) to provide service for the same path as the FT Contract for 13,600 GJ/day commencing on April 1, 2024 or as soon as possible thereafter ("In-Service Date") until the FT Contract commences ("2024 FT Contract").

WHEREAS Customer has provided, if requested, any Financial Assurance required pursuant to the terms of Section XXIII of the General Terms and Conditions of the Mainline Transportation Tariff.

NOW THEREFORE, in consideration of the premises and the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Customer and TCPL (collectively, the "Parties" or separately "Party") agree as follows.

Precedent Agreement

2024 FT CONTRACT AND CUSTOMER COVENANT

1. Customer has executed, concurrently with this 2024 Precedent Agreement, the 2024 FT Contract. A contract number will be assigned to the 2024 FT Contract after execution.
2. Customer agrees that it shall apply, or has applied, in good faith and using reasonable efforts, for downstream capacity for the full volume of the 2024 FT Contract, commencing on the In-Service Date and for sufficient term, in an open season held by Portland Natural Gas Transmission System ("PNGTS") which commenced on June 6, 2023 with a close date of July 12, 2023.

CONDITIONS PRECEDENT

3. The obligations of TCPL under the 2024 FT Contract are subject to the satisfaction or waiver of the following conditions precedent which are for the sole benefit of TCPL and may only be waived by TCPL, with the exception of Subsection 3(b) and 3(c) which must be satisfied:
 - (a) Customer providing any Financial Assurance required pursuant to the terms of Section XXIII of the General Terms and Conditions under the Mainline Transportation Tariff;
 - (b) TCPL determining it has sufficient capacity through facilities and operational, or other arrangements to provide service pursuant to the 2024 FT Contract on the In-Service Date;
 - (c) the NCOS PA remaining in effect and no "Event of Cancellation" (as defined thereunder) has occurred; and
 - (d) TCPL being satisfied, in its sole discretion, that by no later than July 30, 2023, Customer has satisfied its obligation to bid in the PNGTS open season, as required by Section 2.

TERMINATION

4. This 2024 Precedent Agreement is effective as of the date first stated above and shall remain in full force and effect until:
 - (a) the date TCPL provides notice to Customer that one or more of the conditions precedent in Section 3 have not been satisfied or waived;
 - (b) the date of the occurrence under the NCOS PA of an "Event of Cancellation" (as defined thereunder) and TCPL provides Notice to Customer that this 2024 Precedent Agreement is terminated; or

Precedent Agreement

- (c) the date of commencement of the 2024 FT Contract.
5. In the event (a) of a termination under Section 4(a) or Section 4(b), the 2024 FT Contract will terminate and be of no further force; and (b) where an Event of Cancellation under the NCOS PA has occurred, the NCOS PA and the FT Contract will terminate in accordance with their terms.

NOTICES

6. Any notice, request or demand ("Notice") to or upon the respective Parties shall be in writing and shall be validly communicated by the delivery thereof to its addressee, either personally or by courier, first class mail, facsimile or other telecommunication to the following:

IN THE CASE OF TCPL**TRANSCANADA PIPELINES LIMITED**

(i) Mailing Address:

P.O. Box 1000
Station M
Calgary, Alberta T2P 4K5

(ii) Delivery Address:

TransCanada Tower
450 – 1st Street S.W.
Calgary, Alberta T2P 5H1

Attention: Commercial Contracts
Facsimile: (403) 920-2309
Email: Commercial_Contracts@tcenergy.com

IN THE CASE OF CUSTOMER**NORTHERN UTILITIES, INC.**

(i) Mailing Address:

6 Liberty Lane West
Hampton, New Hampshire 03842

(ii) Delivery Address:

Same as above

Attention: Energy Contracts
Facsimile: (603) 773-6647
Email: EnergyContracts@unitil.com

Such Notice sent as aforesaid shall be deemed to have been received by the Party to whom it is sent: (a) at the time of its delivery if personally delivered or if sent by facsimile or email; or (b) on the day following transmittal thereof if sent by courier; or (c) on the third day following the transmittal thereof if sent by first class mail; provided however, that in the event normal mail service, courier service, or facsimile service shall be interrupted by a cause beyond the control of

Precedent Agreement

the Parties, then the Party sending the Notice shall utilize any service that has not been so interrupted or shall personally deliver such Notice. Each Party shall provide Notice to the other of any change of address for the purposes hereof.

MISCELLANEOUS

7. Except where the context expressly states otherwise, the capitalized terms when used in this 2024 Precedent Agreement shall have meaning ascribed to them in this 2024 Precedent Agreement. Capitalized terms used in this 2024 Precedent Agreement but not defined herein shall have the meaning ascribed to them in TCPL's Mainline Transportation Tariff.
8. Terms defined in the singular will also include the plural and vice versa.
9. This 2024 Precedent Agreement, including the 2024 FT Contract, contains the entire agreement between the Parties and supersedes all prior or contemporaneous discussions, negotiations, representations or verbal agreements relating to the subject matter of this 2024 Precedent Agreement.
10. All amendments to this 2024 Precedent Agreement must be in writing and executed and delivered by the Parties.
11. No Party may assign this 2024 Precedent Agreement or any rights or obligations under this 2024 Precedent Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.
12. This 2024 Precedent Agreement shall enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns.
13. This 2024 Precedent Agreement will be governed by, and construed and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Alberta for the interpretation and enforcement hereof. The Parties shall comply with all laws, regulations, rules and orders by any legislative or regulatory authority having jurisdiction with respect to the Parties' respective obligations under this 2024 Precedent Agreement. If any provision of this 2024 Precedent Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall apply only to such provision and all other provisions shall continue in full force and effect.

Precedent Agreement

14. This 2024 Precedent Agreement may be executed in counterparts, which together constitute one and the same agreement. An electronic pdf copy of this 2024 Precedent Agreement containing the signature of a Party will be deemed to be an originally signed document.

IN WITNESS WHEREOF the Parties have executed this 2024 Precedent Agreement by their duly authorized officers, effective as of the date first written above.

NORTHERN UTILITIES, INC.

Signed: 

Name: DAN HURSTAK

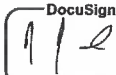
Title: VP, Treasurer

Signed: _____

Name: _____


Title: _____

TRANSCANADA PIPELINES LIMITED

Signed:  DocuSigned by:
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
Name: Jay White

Title: Vice President

Signed:  DocuSigned by:
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Name: Kevin Dick

Title: Director, Mainline Commercial

Approved as to Form and Content	
Business:	<u></u>
Legal:	<u></u>

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

FIRM TRANSPORTATION SERVICE CONTRACT

THIS FIRM TRANSPORTATION SERVICE CONTRACT, made as of the 21st day of August,
2023.

BETWEEN: **TRANSCANADA PIPELINES LIMITED**
a Canadian corporation
("TCPL")

**OF THE FIRST PART
and**

NORTHERN UTILITIES, INC.

a corporation under the
State of New Hampshire
("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited**

WHEREAS the parties have entered into an agreement dated as of the 21st day of August, 2023, containing conditions precedent that are required to be satisfied or waived prior to the commencement of the service under this Contract that is associated with TCPL's 2027 New Capacity Open Season that ended June 14, 2023 ("2024 Precedent Agreement"); and

WHEREAS the parties have also entered into the precedent agreement dated August 21, 2023 ("NCOS Precedent Agreement") committing Customer to enter a Firm Transportation service agreement ("NCOS FT Contract") with TCPL, which service requires the construction of new facilities or the acquisition of Transportation By Other ("TBO") capacity; and

WHEREAS this Contract is to provide Customer with capacity service until service under the 2027 NCOS FT Contract is ready to commence; and

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

- 1.1 Commencement of service hereunder is subject to the satisfaction or waiver of all conditions precedent in accordance with the 2024 Precedent Agreement.
- 1.2 The date of commencement of service hereunder shall be the later of (the "Date of Commencement"):
 - a) 1st day of April, 2024; or
 - b) the first calendar day of the month following the satisfaction and/or waiver of all conditions precedent under the 2024 Precedent Agreement, unless otherwise agreed to in writing by the parties.

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited****ARTICLE II – GAS TO BE TRANSPORTED**

- 2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the End Date, shall not exceed 13,600 GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

- 3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.
- 3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

- 4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").
- 4.2 Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

ARTICLE V – TERM OF CONTRACT

- 5.1 If service commences, this Contract shall be effective from the date hereof and shall end on the later of ("End Date"):
- a) in the event of the occurrence of an Event of Cancellation under the NCOS Precedent Agreement that has not been cured by Customer or waived by TCPL and TCPL provides Notice to Customer that it is terminating this Contract, the date of such termination Notice; or

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited**

- b) provided there is no existing Event of Cancellation under the NCOS Precedent Agreement, the day prior to the date service under the NCOS FT Contract commences; or
- c) in the event the facilities or TBO capacity required to provide service under the NCOS FT Contract are delayed past October 31, 2027, the date TCPL determines it no longer has capacity under operational arrangements or otherwise necessary to provide the service hereunder.

5.2 In the event of termination pursuant to Section 5.1(c), TCPL will provide at least thirty (30) days' Notice of termination.

5.3 Customer is not entitled to renew this Contract pursuant to Section 8 of the FT Toll Schedule.

ARTICLE VI – NOTICES

- 6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL:**TRANSCANADA PIPELINES LIMITED**

(i) mailing address:

P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address:

TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Director, Customer Service
Fax: (403) 920.2309
Email: mainline_contracting@tcenergy.com

(iii) nominations:

Attention: Manager, Nominations and Allocations
Fax: (403) 920.2309
Email: nominations@tcenergy.com

**Transportation Tariff
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(iv) bills:	Attention:	Manager, Contracts & Billing
	Fax:	(403) 920.2309
	Email:	mainline_billing@tcenergy.com
(v) other matters:	Attention:	Director, Customer Service
	Fax:	(403) 920.2309
	Email:	mainline_contracting@tcenergy.com

IN THE CASE OF CUSTOMER:**NORTHERN UTILITIES, INC.**

(i) mailing address:	6 Liberty Lane West Hampton, New Hampshire 03842	
(ii) delivery address:	Same as above	
(iii) nominations:	Attention:	Manager, Gas Supply
	Fax:	(603) 773-6647
	Email:	EnergyContracts@unitil.com
(iv) bills:	Attention:	Energy Contracts
	Fax:	(603) 773-6647
	E-mail:	EnergyContracts@unitil.com
(v) other matters:	Attention:	Energy Contracts
	Fax:	(603) 773-6647
	Email:	EnergyContracts@unitil.com

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

Transportation Tariff
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TransCanada PipeLines Limited

ARTICLE VII – MISCELLANEOUS PROVISIONS

- 7.1 The FT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at anytime that TCPL files with the CER revisions to the FT Toll Schedule, the List of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.
- 7.2 The headings used throughout this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

Transportation Tariff
FT Contract


TransCanada PipeLines Limited

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the East Hereford Delivery Point to the pressure necessary for Customer to have Portland Natural Gas Transmission System accept receipt of such gas from Customer for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).

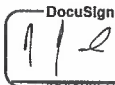
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

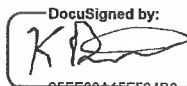
NORTHERN UTILITIES, INC.



Signed: 
Name: DAN HURSTAK
Title: VP, Treasurer

Signed: _____
Name: _____
Title: _____

TRANSCANADA PIPELINES LIMITED

Signed: 
Name: Jay White
Title: Vice President

Signed: 
Name: Kevin Dick
Title: Director, Mainline Commercial

Approved as to Form and Content	
Business:	
Legal:	

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

EXHIBIT "1"

This is EXHIBIT "1" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the 21st day of August, 2023 between TRANSCANADA PIPELINES LIMITED ("TCPL") and NORTHERN UTILITIES, INC. ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and Portland Natural Gas Transmission System which is located at: East Hereford.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and NOVA Gas Transmission Ltd. which is located at: Empress.

REDACTED

PRECEDENT AGREEMENT

This Precedent Agreement is dated August 21, 2023.

BETWEEN:

NORTHERN UTILITIES, INC., a corporation with an office in Hampton, New Hampshire ("**Customer**")

AND

TRANSCANADA PIPELINES LIMITED, a corporation with an office in Calgary, Alberta ("**TCPL**")

Recitals:

- A. TCPL owns and/or operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border ("**TCPL System**").
- B. TCPL utilizes capacity available from the TCPL System and from its firm transportation service contracts on the natural gas transmission systems of the TBO Pipelines ("**TBO Contracts**") to enable it to provide transportation service to its customers (such capacity from the TCPL System and the TBO Contracts is collectively defined as "**Combined Capacity**").
- C. Pursuant to a new capacity open season which closed on June 14, 2023 ("**New Capacity Open Season**"), Customer requested TCPL to transport up to 13,600 GJ/Day of natural gas from the Empress receipt point ("**Receipt Point**") to the East Hereford delivery point ("**Delivery Point**") for delivery for the account of Customer commencing November 1, 2027 or as soon as possible thereafter ("**In-Service Date**") and terminating March 31, 2054 ("**Requested Service**").
- D. Others may have requested gas transportation services pursuant to the New Capacity Open Season ("**Other Requests**").
- E. TCPL is willing to use reasonable efforts to increase the Combined Capacity, if required, in order to provide the transportation services for the Requested Service and the Other Requests ("**Required Increase**").
- F. Customer will support TCPL's efforts to provide the Requested Service, Other Requests and Required Increase using the most efficient manner, including without limitation, consideration of options which may or may not require the installation of additional pipeline facilities.
- G. Upon an Event of Cancellation, Customer has agreed to be liable for all reasonably incurred costs, expenses and charges in connection with TCPL's efforts to increase the Combined Capacity to the extent necessary in order to provide the Requested Service and Other Requests, subject to the cost allocations and limitations in this Precedent Agreement.
- H. Subject to the terms and conditions of this Precedent Agreement, TCPL and Customer desire to enter into a firm transportation service contract substantially in the form attached as Exhibit A ("**Firm Transportation Service Contract**").

In consideration of the covenants and agreements contained in this Precedent Agreement, Customer and TCPL agree as follows:

1. Definitions

Except where the context expressly states otherwise, the following capitalized terms, when used in this Precedent Agreement, shall have the following meanings:

- (a) **"Additional Information"** shall have the meaning given in Paragraph 2(b).
- (b) **"Affiliate"** means, in relation to a Party, any person which:
 - (i) directly or indirectly controls the Party;
 - (ii) is directly or indirectly controlled by the Party; or
 - (iii) is directly or indirectly controlled by another person which directly or indirectly controls the Party;

where "controls" and "controlled by" mean the possession directly, or indirectly through one or more intermediaries, of more than 50% of the outstanding voting equity or ownership interests of the person in question, or the power to direct or cause the direction of the business and affairs of any person, whether through ownership of equity, as a general partner or trustee, by contract or otherwise.

- (c) **"AFUDC"** means allowance for funds used during construction which, if not otherwise paid to TCPL by Customer pursuant to Section 15(c), may include a tax gross up on any AFUDC paid to TCPL.
- (d) **"AFUDC Rate"** means the rate used to record AFUDC on TCPL System projects.
- (e) **"Allocated Termination Costs"** means all Termination Costs which are not included in the definition of Customer Specific Termination Costs.
- (f) **"Availability Provisions"** shall have the meaning given in Paragraph 2(a).
- (g) **"Banking Day"** shall have the meaning ascribed in the General Terms and Conditions of TCPL's Transportation Tariff, as amended from time to time.
- (h) **"Cancellation Charges"** means all reasonable costs, expenses and charges that arise from, are attributable to or are incurred in respect of an Event of Cancellation which TCPL incurs or becomes obligated to pay as a result of:
 - (i) not fulfilling all or any of its obligations under; or
 - (ii) cancelling or terminating all or any portion of;

any contract or agreement entered into in respect of, in whole or in part, the design, engineering, procurement, manufacture, construction or supply of any property, equipment, services or other components whatsoever related to, arising from or attributable to Customer's request for the Requested Service, regardless of whether such costs, expenses or charges are incurred prior to or after an Event of Cancellation.

- (i) **"CER"** means the Canada Energy Regulator and any successor or replacement agency to it.
- (j) **"Class 5 Estimate"** means the Class 5 Estimate as recognized by AACE International recommended practices.
- (k) **"Combined Capacity"** shall have the meaning given in Recital B.
- (l) **"Customer Authorizations"** shall have the meaning given in Paragraph 2(c).
- (m) **"Customer Specific Termination Costs"** means the Termination Costs which relate to, arise from or are attributable to contemplated facilities which are solely attributable to the Customer's request for the Requested Service, if any.
- (n) **"Delivery Point"** shall have the meaning given in Recital C.
- (o) **"Effective Date"** shall mean August 21, 2023.
- (p) **"Estimated Liability Limit"** shall have the meaning given in Paragraph 11(a).
- (q) **"Event of Cancellation"** shall mean the occurrence of any of the events or circumstances described in Paragraph 13.
- (r) **"Exposure Profile"** shall have the meaning given in Paragraph 10(a).
- (s) **"Financial Assurances"** shall have the meaning given in Paragraph 8.
- (t) **"Financial Assurances Request"** shall have the meaning given in Paragraph 8.
- (u) **"Financial Loss"** means, to the extent arising from, attributable to or incurred in respect of an Event of Cancellation, any negative variance between cash proceeds received by TCPL from the sale, disposal or return of property, equipment or materials related to, arising from or attributable to Customer's request for the Requested Service (less any reasonable costs and expenses of TCPL related to such sale, disposal or return), and TCPL's reasonable costs and expenses (including, without limitation, costs and expenses for design, engineering, procurement, manufacture, construction, supply and any related costs and expenses) incurred in originally acquiring same, regardless of whether such amounts are incurred prior to or after an Event of Cancellation.
- (v) **"Firm Transportation Service Contract"** shall have the meaning given in Recital H.
- (w) **"GJ"** shall mean gigajoule, being 1,000,000,000 joules and include the plural as the context requires.
- (x) **"In-Service Date"** shall have the meaning given in Recital C.
- (y) **"Increase Amendment"** shall have the meaning given in Paragraph 11(b).
- (z) **"Losses"** means losses, liabilities, obligations, suits, damages, claims, demands, actions, law suits, proceedings, costs (including solicitor and his own client fees), expenses, charges, injuries, deaths and all other losses whatsoever, howsoever caused and whether direct, indirect, contractual, tortious or otherwise.

- (aa) **"Monthly Carrying Costs"** means the monthly financial costs and expenses that TCPL shall charge Customer in respect of Retained Equipment and Materials, which costs and expenses shall be calculated, for any calendar month, by multiplying the aggregate amount of all out-of-pocket expenses incurred in the acquisition of Retained Equipment and Materials (calculated on the last day of such month) by that percentage amount equal to 1/12 of the sum of the Royal Bank of Canada's prime lending rate per annum for Canadian dollar commercial loans in effect on the last day of such month plus 1%.
- (bb) **"New Capacity Open Season"** shall have the meaning given in Recital C.
- (cc) **"Notice"** shall have the meaning given in Paragraph 21.
- (dd) **"Other Request Allocated Termination Costs"** means, with respect to each of the Other Requests, the "Allocated Termination Costs" as defined in the Other Request Precedent Agreements.
- (ee) **"Other Requests"** shall have the meaning given in Recital D.
- (ff) **"Other Request Precedent Agreement"** means a precedent agreement between TCPL and a customer (other than the Customer) that was entered into pursuant to an Other Request.
- (gg) **"Parties"** means TCPL and Customer, and **"Party"** means either one of them.
- (hh) **"Precedent Agreement"** means this precedent agreement between TCPL and Customer.
- (ii) **"Project Costs"** means:
 - (i) the reasonable internal and third-party costs, expenses and charges of TCPL arising from, attributable to or incurred in respect of:
 - (A) any regulatory proceedings to the extent related to, arising from or attributable to Customer's request for the Requested Service, including the preparatory work performed; and
 - (B) all engineering, design, procurement, manufacturing, supply and construction related costs, expenses and charges to the extent related to, arising from or attributable to Customer's request for the Requested Service; and
 - (ii) AFUDC calculated against the amounts in subparagraph (i) of this definition; regardless of whether such amounts are incurred prior to or after an Event of Cancellation. Internal costs, expenses and charges shall only be included in the definition of Project Costs if such amounts are directly and exclusively attributable to the Customer's request for the Requested Service.
- (jj) **"Receipt Point"** shall have the meaning given in Recital C.
- (kk) **"Representatives"** means the directors, officers, consultants, agents, contractors or employees of a Party.
- (ll) **"Requested Service"** shall have the meaning given in Recital C.

- (mm) **"Required Increase"** shall have the meaning given in Recital E.
- (nn) **"Retained Equipment and Materials"** means real property, equipment and materials that relate to, arise from or are attributable to Customer's request for the Requested Service that TCPL, acting in a commercially reasonable manner, elects to retain rather than return, sell, cancel or otherwise divest, in the event that TCPL has elected to cancel the construction of facilities into which such real property, equipment and materials were to be incorporated pursuant to Paragraph 14.
- (oo) **"TBO Contracts"** shall have the meaning given in Recital B.
- (pp) **"TBO Costs"** means any costs, expenses and charges TCPL incurs or becomes obligated to pay to the TBO Pipeline(s) attributable to the Requested Service including, without limitation, any and all costs, expenses and charges:
 - (i) to cancel the TBO Contract or any other contract TCPL is required to enter into with a TBO Pipeline; and
 - (ii) payable throughout the term of the TBO Contract or any other contract TCPL is required to enter into with a TBO Pipeline if TCPL is unable to cancel or assign same.
- (qq) **"TBO Pipelines"** means any person or entity that owns and/or operates a natural gas transmission system that TCPL has or may enter into a TBO Contract with including, but not limited to, Great Lakes Gas Transmission Limited Partnership, Great Lakes Pipeline Canada Ltd., Union Gas Limited, Enbridge Gas Inc. and Trans Quebec & Maritimes Pipeline Inc.
- (rr) **"TCPL Authorizations"** shall have the meaning given in Paragraph 3(a)(i).
- (ss) **"TCPL System"** shall have the meaning given in Recital A.
- (tt) **"Termination Costs"** means the sum of all the following amounts, whether such amounts were incurred prior to or after the Effective Date, without duplication:
 - (i) all Cancellation Charges; plus
 - (ii) all Financial Loss; plus
 - (iii) all Monthly Carrying Costs until such time as all Retained Equipment and Materials are utilized or otherwise disposed of by TCPL; plus
 - (iv) all Project Costs not otherwise accounted for pursuant to subparagraphs (i), (ii) or (iii) of this definition; plus
 - (v) TBO Costs; plus
 - (vi) any other costs, expenses and charges incurred by TCPL not otherwise accounted for pursuant to subparagraphs (i), (ii), (iii), (iv) or (v) of this definition to the extent they arise from, are attributable to or are incurred in respect of Customer's request for the Requested Service, regardless of whether such costs, expenses and charges are incurred prior to or after an Event of Cancellation; plus

- (vii) Termination Cost Carrying Charges as calculated against the amounts identified in subparagraphs (i), (ii), (iii), (v) and (vi) of this definition, where applicable.

For greater clarity, Termination Costs are equal to the sum of Allocated Termination Costs and Customer Specific Termination Costs.

- (uu) **“Termination Cost Carrying Charges”** means charges applied to Termination Costs at the AFUDC Rate.

2. Customer Authorizations

Customer shall use reasonable efforts to do, or cause to be done, all lawful acts that may be necessary to:

- (a) qualify Customer for service under the Firm Transportation Service Contract by complying, inter alia, with Section 1.1(b) of the “Availability” provisions of the FT Toll Schedule as set out in TCPL’s Transportation Tariff as amended from time to time (“Availability Provisions”);
- (b) present to TCPL, any information requested by TCPL, including information pertaining to Customer’s natural gas supply, markets, and upstream and downstream transportation arrangements that are related to Customer’s request for the Requested Service that TCPL determines necessary to fulfill the requirements of the Canadian Energy Regulator Act and the CER Filing Manual (both as amended or replaced from time to time) in seeking approval for TCPL’s facilities application(s) in relation to Customer’s request for the Requested Service (“Additional Information”);
- (c) as applicable, obtain, or have others obtain, such certificates, permits, orders, licenses and authorizations from regulators or other governmental agencies in the United States and Canada, as the case may be, as are necessary to enable Customer, or others designated by Customer, to receive and make use of the Requested Service, including, if required, the authority to: (i) purchase the gas to be transported and to export from the United States and to import and deliver into Canada to TCPL at the Receipt Point(s) and to receive from TCPL, to export from Canada, and to import and deliver into the United States at the Delivery Point(s) the quantities of natural gas to be transported by TCPL under the Firm Transportation Service Contract and (ii) construct any facilities required to utilize the Requested Service (individually, “Customer Authorization” and collectively, “Customer Authorizations”); provided that nothing in this Precedent Agreement shall obligate Customer to appeal any decision of a regulatory or judicial authority which has the effect of denying any such certificate, permit, order, license or authorization or granting same on conditions unsatisfactory to the Parties; and
- (d) facilitate the obtainment of the Customer Authorizations in a timely manner to align with the In-Service Date. Customer shall advise TCPL as soon as it reasonably determines, or upon request from TCPL, if it anticipates it will not obtain its Customer Authorizations to facilitate alignment with the In-Service Date.

3. TCPL Authorizations

- (a) TCPL shall, taking into account Customer's request for the Requested Service, Other Requests and Required Increase, use reasonable efforts to do, or cause to be done, all lawful acts it considers necessary, to:
- (i) obtain, or cause to be obtained, such certificates, permits, licenses, orders, approvals and other authorizations TCPL determines are necessary on terms and conditions satisfactory to TCPL to: (A) enable it to provide the Requested Service, Other Requests and Required Increase in the most efficient manner, and (B) construct, own, operate and maintain any pipeline facilities, if required (individually, "TCPL Authorization" and collectively "TCPL Authorizations"); provided that nothing in this Precedent Agreement shall obligate TCPL to appeal, or seek a review of, any decision of a regulatory or judicial authority which has the effect of denying any such certificate, permit, order, license or authorization or granting same on conditions unsatisfactory to TCPL. Notwithstanding anything to the contrary in this Precedent Agreement, the CER's leave to open with respect to the Required Increase shall not be included within the definition of TCPL Authorizations; and
- (ii) facilitate the obtainment of the TCPL Authorizations in a timely manner to align with the In-Service Date.
- (b) Customer shall actively support TCPL's efforts to obtain the TCPL Authorizations, provided however that Customer is not obliged to do so, if it would not be reasonable or prudent for Customer to do so having regard to any material adverse impact TCPL's efforts may have on Customer.

4. Notice Of Customer's Authorizations

If, after having exercised all avenues of appeal or review, Customer has rejected or not obtained a Customer Authorization, Customer shall promptly give Notice to TCPL. If Customer does not provide TCPL with any such Notice, Customer shall be deemed to have obtained and accepted the Customer Authorizations; provided that Customer shall provide such Notice if requested by TCPL. Any Notice of rejection of a Customer Authorization shall be accompanied by written reasons for such rejection. Acceptance of any Customer Authorization by Customer shall not be unreasonably withheld, and shall be deemed satisfactory if it is granted in form and substance as requested, or as may be otherwise acceptable to Customer, and does not contain any conditions which are unacceptable to Customer, acting reasonably, or result in a material adverse effect to Customer. Further, Customer shall not reject an otherwise acceptable Customer Authorization in the nature of an import or export permit by reason only that such permit is for a term which is shorter than the term of the Firm Transportation Service Contract.

5. Notice Of TCPL's Authorizations

If, after having exercised all avenues of appeal or review with respect to each TCPL Authorization as TCPL, in its sole discretion, decides to undertake, TCPL has rejected or not obtained a TCPL Authorization, TCPL shall promptly provide Notice to Customer. Any Notice of rejection of a TCPL Authorization shall be accompanied by written reasons for such rejection. Acceptance of any TCPL Authorization by TCPL shall not be unreasonably withheld, and shall be deemed satisfactory if it is granted in form and substance as requested, or as may be otherwise acceptable

to TCPL, and does not contain any conditions which are unacceptable to TCPL, acting reasonably, or result in a material adverse effect to TCPL.

6. Authorization To Spend; No Title

- (a) Customer hereby authorizes TCPL, prior to the receipt of all TCPL Authorizations, to acquire all property, equipment and materials, enter into all agreements and take such other actions which TCPL, acting reasonably, considers necessary: (i) for the timely commencement of the Requested Service by the In-Service Date; and (ii) for the timely commencement of the service requested pursuant to the Other Requests by the in-service dates requested pursuant to the Other Requests, or as soon as possible thereafter.
- (b) Customer acknowledges that it does not have and will not acquire, any right, title or interest in the facilities to be constructed in connection with the Requested Service and Other Requests, or in any data, information, drawing, plan, equipment, materials, service or work, relating thereto.

7. Provision and Timing Of Requested Service; Customer's Representation

- (a) Customer acknowledges and agrees that:
 - (i) TCPL shall determine, in its sole discretion, how the Requested Service, Other Requests and Required Increase will be provided, and the extent and magnitude of the Required Increase; and
 - (ii) the provision of the Requested Service may rely on the installation of facilities which are required for both the provision of service for the Requested Service and for one or more of the Other Requests, and that TCPL's actions may be influenced by any obligations it has with respect to the Other Requests.
- (b) TCPL will use reasonable efforts to facilitate the alignment of the In-Service Date with the in-service date of upstream and downstream pipeline systems (if applicable). Each Party shall promptly inform the other Party of any delays that may impact the In-Service Date.
- (c) Notwithstanding anything in this Precedent Agreement or the Firm Transportation Service Contract to the contrary, Customer agrees it shall have no cause of action or claims against TCPL if TCPL fails to meet the In-Service Date for any reason whatsoever, provided TCPL has used reasonable efforts.
- (d) In the event that TCPL has entered into a TBO Contract in connection with the Requested Service, Required Increase and Other Requests, if any, and the in-service date of such TBO Contract occurs before the In-Service Date, Customer agrees it shall take temporary assignment of its pro rata share of the contract demand under the TBO Contract until the In-Service Date occurs or as the Parties may otherwise agree. Customer's pro rata share of the contract demand of the TBO Contract shall be equal to the total volume under the TBO Contract multiplied by a fraction, the numerator of which equals Customer's contract demand pursuant to the Requested Service (in GJ/Day), and the denominator of which equals the sum of the numerator plus the sum of the contract demand for each of the Other Requests that require the TBO Contract.
- (e) Customer represents that neither Customer nor any third-party acting on behalf of Customer have executed arrangements with other parties with respect to the acquisition of

natural gas which would have the effect of eliminating Customer's need for the Requested Service, and Customer agrees that it shall not enter into any such arrangements without the prior written consent of TCPL.

8. Financial Assurances

TCPL may request at any time, by Notice to Customer, that Customer provide financial assurances in an amount, type and form acceptable to TCPL for the performance and payment of its obligations under this Precedent Agreement or, if applicable, request that Customer replace, increase or otherwise amend any financial assurances for the performance and payment of its obligations under this Precedent Agreement previously provided by Customer to TCPL ("**Financial Assurances**"), such Financial Assurances are to be in an amount that does not exceed TCPL's estimate of the maximum payment obligations Customer could be subject to upon an Event of Cancellation ("**Financial Assurances Request**"). At any time, TCPL may assess or reassess, as applicable, the Customer's creditworthiness related to the performance or payment of its obligations pursuant to this Precedent Agreement. When performing any such assessment or reassessment, TCPL shall apply the same criteria in assessing Customer's creditworthiness as it applies when determining whether to request Financial Assurances pursuant to TCPL's Transportation Tariff (as amended from time to time) from a Customer on the TCPL System. TCPL shall not require Financial Assurances unless TCPL makes a determination that Customer is not creditworthy. Customer shall provide TCPL with the requested Financial Assurances within 4 Banking Days of receipt of the Financial Assurances Request. The obligation of Customer under this Paragraph 8 is independent of and separate from the obligation of Customer under Article XXIII of the General Terms and Conditions of TCPL's Transportation Tariff (as amended from time to time) for the gas transportation service.

9. Execution Of The Firm Transportation Service Contract

- (a) TCPL's obligation to provide the Firm Transportation Service Contract to Customer is subject to the following conditions precedent to be fulfilled or performed, which conditions are for the exclusive benefit of TCPL and may be waived, in whole or in part, by TCPL, in its sole discretion:
 - (i) TCPL has received and accepted all of the TCPL Authorizations; and
 - (ii) TCPL has obtained and executed any TBO Contracts it determines necessary for the Requested Service and/or Required Increase on terms and conditions satisfactory to TCPL, in its sole discretion.
- (b) Upon all of the conditions precedent in Paragraph 9(a) being satisfied or waived, TCPL shall provide the Firm Transportation Service Contract to Customer, and Customer shall execute and return it to TCPL within 15 days of receipt by Customer.

10. Exposure Profile

- (a) Customer acknowledges that it has been provided an exposure profile specified by quarter for each year, which reflects all estimated Project Costs and TBO Costs anticipated to be incurred by TCPL for the Requested Service plus all future commitments that would result from an Event of Cancellation occurring (such exposure profile as it may be updated as contemplated in this Precedent Agreement, "**Exposure Profile**").

REDACTED

- (b) TCPL shall update the Exposure Profile when it obtains a Class 5 Estimate for Project Costs.
- (c) Additionally, where Customer requests from TCPL a status update related to the Exposure Profile, TCPL shall provide an update of (i) the key milestones and (ii) the Project Costs spent to date if they materially exceed the Exposure Profile at that time. TCPL shall provide the status update within a reasonable time after the end of the calendar quarter of such request. Customer may only request status updates twice in a calendar year.
- (d) Customer acknowledges and agrees that the Exposure Profile is an estimate provided for information purposes only, and is subject to actual costs, expenses and charges incurred to date for the Requested Service and the Required Increase.

11. **Estimated Liability Limit**

- (a) Customer's total liability upon an Event of Cancellation shall be the actual amount payable pursuant to Paragraph 15. Subject to Paragraph 11(c), the estimated liability limit is [REDACTED] plus applicable taxes ("**Estimated Liability Limit**"). TCPL and Customer acknowledge and agree that the Estimated Liability Limit is an estimate provided for information purposes only based upon the calculation described in Paragraph 12, and that to the extent Customer's actual liability pursuant to Paragraph 15 is greater than or less than the Estimated Liability Limit, Customer's obligation to pay such amounts shall not be impacted by the provisions of this Paragraph 11. Customer acknowledges that as of the Effective Date, TCPL's design of the facilities and the Estimated Liability Limit are preliminary, and are based upon the assumption that all of the Other Requests, if any, will result in signed Other Request Precedent Agreements.
- (b) If TCPL determines at any time that the currently applicable Estimated Liability Limit has been or will be exceeded by 20% or more, then TCPL shall forward to Customer an amendment to this Precedent Agreement ("**Increase Amendment**") to increase the Estimated Liability Limit. Customer shall execute the Increase Amendment within 10 Banking Days of receipt of the Increase Amendment.
- (c) No Increase Amendment will be required for aggregated increases of less than 20% of the Estimated Liability Limit. Customer shall be liable for such increases in accordance with the terms and conditions of this Precedent Agreement as if such increases were included in the Estimated Liability Limit including, but not limited to, with respect to additional Financial Assurances that may be requested in connection with such increases as contemplated by Paragraph 8.

12. **Estimated Liability Limit Calculation**

The Estimated Liability Limit is equal to the sum of the following:

- (a) with respect to any:
 - (i) TBO Costs; and
 - (ii) contemplated facilities on the TCPL System;

which, pursuant to TCPL's current design, arise from or are attributable only to Customer's request for the Requested Service, TCPL's estimate of all internal and third-party costs,

expenses and charges TCPL will incur in respect of such TBO Costs and such facilities;
and

(b) with respect to any:

(i) TBO Costs; and

(ii) contemplated facilities on the TCPL System;

which, pursuant to TCPL's current design, arise from or are attributable to both Customer's request for the Requested Service and the Other Requests, TCPL's estimate of all internal and third-party costs, expenses and charges TCPL will incur in respect of such TBO Costs and such facilities, multiplied by a fraction, the numerator of which equals Customer's contract demand pursuant to the Requested Service (in GJ/Day), and the denominator of which equals the sum of the numerator plus the sum of the contract demand for each of the Other Requests; provided that in calculating such fraction, if calculated after the execution and delivery of this Precedent Agreement, the calculation of the denominator shall only be based upon the Other Requests which have resulted in a signed Other Request Precedent Agreement.

13. Events Of Cancellation

The occurrence of any of the following events or circumstances shall result in an Event of Cancellation:

- (a) **Failure To Actively Support.** If Customer fails to actively support TCPL's efforts to obtain the TCPL Authorizations pursuant to Paragraph 3(b), as determined by TCPL in its sole discretion, and TCPL declares an Event of Cancellation by Notice to Customer.
- (b) **Failure To Provide Additional Information.** If Customer does not provide TCPL with the Additional Information requested pursuant to Paragraph 2(b) in a form satisfactory to TCPL, and TCPL declares an Event of Cancellation by providing 15 days Notice to Customer.
- (c) **Failure To Obtain Or Rejection Of Customer Authorizations.** If Customer rejects or fails to obtain any Customer Authorization, and either Party declares an Event of Cancellation by providing 30 days Notice to the other Party.
- (d) **Failure To Obtain Or Rejection Of TCPL Authorizations.** If TCPL fails to obtain or rejects any TCPL Authorization, and it declares an Event of Cancellation by providing 30 days Notice to Customer.
- (e) **Bankruptcy.** The occurrence of any bankruptcy, winding-up, liquidation, dissolution, insolvency or other similar proceeding affecting Customer or its assets or upon the commencement of any proceeding relating to the foregoing.
- (f) **Failure To Execute Firm Transportation Service Contract.** If Customer fails to execute and return to TCPL the Firm Transportation Service Contract within 15 days of receipt by Customer as required by Paragraph 9, and TCPL declares an Event of Cancellation by providing 5 days Notice to Customer.

- (g) **Withdrawal.** At any time prior to the execution of the Firm Transportation Service Contract by Customer, if Customer withdraws its request for the Requested Service and declares an Event of Cancellation by providing Notice to TCPL.
- (h) **Sunset Date.** Notwithstanding any other provision in this Precedent Agreement,
- (i) if by May 1, 2027, any of the requirements referred to in Paragraphs 2(a) or 9 have not been satisfied, and TCPL declares an Event of Cancellation by providing 15 days Notice to Customer; or
 - (ii) if at any time TCPL is of the opinion, acting reasonably, that any of the requirements referred to in Paragraphs 2(a) or 9 will not be satisfied by May 1, 2027, despite the use of reasonable efforts, and TCPL declares an Event of Cancellation by providing 30 days Notice to Customer.
- (i) **Failure To Amend Estimated Liability Limit.** If Customer does not execute an Increase Amendment pursuant to Paragraph 11(b), and TCPL declares an Event of Cancellation by providing Notice to Customer.
- (j) **Failure To Provide Financial Assurances.** If Customer fails to provide Financial Assurances pursuant to Paragraph 8, and TCPL declares an Event of Cancellation by providing Notice to Customer.
- (k) **Failure To Obtain Internal Approval.** If TCPL fails to obtain any internal approvals it determines necessary, including Board of Director approval, for the transactions contemplated in this Precedent Agreement on or before June 30, 2024, and TCPL declares within 10 days of such date, an Event of Cancellation by providing 5 days Notice to Customer.
- (l) **Failure To Obtain TBO Contract.** If TCPL fails to obtain any TBO Contract it determines is necessary for the Requested Service and/or the Required Increase on terms and conditions satisfactory to TCPL, in its sole discretion, and TCPL declares an Event of Cancellation by providing 15 days Notice to Customer.
- (m) **Failure To Temporarily Assign TBO Contract.** If Customer fails to take temporary assignment of a TBO Contract as required under Paragraph 7(d), and TCPL declares an Event of Cancellation by providing 5 days Notice to Customer.
- (n) **Change In Law.** If at any time TCPL determines, acting reasonably:
- (i) that any introduction of any applicable law or any change or introduction of a change in any applicable law (whether or not having the force of law) or in its interpretation or application by any court or by any governmental agency or other authority or entity charged with the administration of any applicable law, or change in compliance of TCPL with any applicable law; or
 - (ii) compliance by TCPL with any applicable law or direction, requirement or request from any governmental agency or regulatory authority given after the date of execution of this Precedent Agreement, whether or not having the force of law;

has or would have, as a consequence of TCPL's obligations under this Precedent Agreement and taking into consideration TCPL's internal policies, the effect of increasing

TCPL's costs, expenses or charges or has a material adverse effect on the Requested Service, the Other Requests, the Required Increase, TCPL or the TCPL System, then, TCPL may declare an Event of Cancellation by providing 10 days Notice to Customer.

During any applicable notice period in this Paragraph 13, an Event of Cancellation may be cancelled if the Parties agree to cancel such Event of Cancellation or if the defaulting Party cures the breach that resulted in the Event of Cancellation to the satisfaction of the non-defaulting Party, in both cases, prior to the termination of the applicable notice period, if any.

14. Effect of Event of Cancellation

Upon the occurrence of an Event of Cancellation:

- (a) TCPL's and Customer's obligations pursuant to Paragraphs 2, 3, 4, 5, 7(d) and 9 shall terminate.
- (b) TCPL may, at its sole discretion, decide to cancel or continue with, in whole or in part, the construction of facilities which arise from or are attributable to Customer's request for the Requested Service. In making such decision, TCPL shall have regard to all materially relevant matters, including any obligations TCPL has with respect to the Other Requests. Customer acknowledges that any decision made by TCPL as described above may be influenced by any obligations TCPL has with respect to the Other Requests, that such decisions may impact Customer's obligations under this Precedent Agreement and that such decisions are subject to change.
- (c) Subject to the other provisions of this Paragraph, TCPL shall use commercially reasonable efforts to minimize all costs, expenses and charges payable by Customer to TCPL pursuant to Paragraph 15 below, which shall include (i) efforts to minimize costs, expenses and charges committed to prior to TCPL receiving and accepting all of the TCPL Authorizations and (ii) efforts to sell, dispose or utilize in a prospective expansion within a reasonable time period, all property, equipment, materials or internal or third-party work product arising out of facilities contemplated on account of the Requested Service and the Other Requests (the construction of which has been cancelled); provided that such efforts shall be subject to TCPL's obligations with respect to the Requested Service, the In-Service Date, the Other Requests and the in-service date for the Other Requests.

15. Payment Of Termination Costs

If an Event of Cancellation is declared, Customer shall pay to TCPL the sum of the following amounts:

- (a) 100% of the Customer Specific Termination Costs, if applicable; plus
- (b) the product of:
 - (i) the sum of the Allocated Termination Costs plus the Other Request Allocated Termination Costs for each of the Other Request Precedent Agreements where an "Event of Cancellation" (as defined in the Other Request Precedent Agreements) has occurred; multiplied by
 - (ii) a fraction, the numerator of which equals Customer's contract demand pursuant to the Requested Service (in GJ/Day), and the denominator of which equals the sum

of the numerator plus the sum of the contract demand for each of the Other Request Precedent Agreements where an "Event of Cancellation" (as defined in the Other Request Precedent Agreements) has occurred; plus

- (c) all applicable taxes, which may include for the purposes of this Precedent Agreement, without duplication, a tax gross up on any AFUDC paid to TCPL.

TCPL will invoice Customer within 60 days of an Event of Cancellation and payments will be paid in accordance with Paragraph 16.

16. Invoicing And Payment

TCPL shall invoice and Customer shall pay all obligations and liabilities owing by it under this Precedent Agreement to TCPL as they may arise from time to time. Customer shall remit payment to TCPL within 30 days following receipt of any invoice. If Customer fails to pay any invoice in full within the time required, interest on the unpaid portion shall accrue from the date such payment is first overdue until payment is made at a rate of interest equal to the prime rate of interest per annum of the Royal Bank of Canada applicable to Canadian dollar commercial loans on the date such payment is first overdue, plus 1% (with the exception of interest for TBO Costs which shall be determined pursuant to the TBO Contract), and such interest shall be immediately due and payable.

17. Audit Rights

Provided Customer has paid to TCPL all amounts invoiced pursuant to this Precedent Agreement, no earlier than 30 days after TCPL has received a written request from Customer, Customer shall have the right, at its cost and expense, to examine TCPL's supporting documentation related to the particular invoice(s) to verify its accuracy. Each invoice may only be audited once. Customer's audit rights shall be granted during normal business hours. Customer's audit rights shall not include any right to break down the standard labour rates or overhead rates charged by TCPL. The total number of audits commenced in any calendar year shall not exceed one. Any audit request by Customer must be received by TCPL within a period of 2 years after the invoice in question was received. Prior to any audit, Customer and/or its auditors shall execute a confidentiality agreement, in form acceptable to TCPL, to protect the confidential nature of any information reviewed under the audit.

18. Retained Equipment And Materials

TCPL will use reasonable efforts to dispose of or utilize the Retained Equipment and Materials within 3 months from the date TCPL cancels construction of the facilities pursuant to Paragraph 14(b), and TCPL shall credit Customer for any Retained Equipment and Materials it is able to dispose of or utilize within such time period. TCPL shall not have an obligation or duty to dispose of or utilize the Retained Equipment and Materials beyond such 3 month time period.

19. Term

This Precedent Agreement shall remain in effect until the earlier of:

- (a) the date that the Parties have both entered into the Firm Transportation Service Contract for the Requested Service; or

- (b) where an Event of Cancellation has occurred, the date that both (i) TCPL has utilized or disposed of all the Retained Equipment and Materials pursuant to Paragraph 18, and (ii) TCPL has been paid by Customer for all obligations payable by Customer pursuant to this Precedent Agreement, including all Termination Costs.

20. Waiver Of Default

No waiver by TCPL of any Event of Cancellation or default by Customer in the performance of any provision of or obligation under this Precedent Agreement shall operate or be construed as a waiver of any continuing or future Event of Cancellation or default, whether of a like or different character.

21. Notice

Any notice, request or demand ("Notice") to or upon the respective Parties shall be in writing and shall be validly communicated by the delivery to its addressee, either personally or by courier, first class mail, email (return receipt or confirmation required), facsimile or other telecommunication to the address shown below:

If to Customer:

Northern Utilities, Inc.
6 Liberty Lane West
Hampton, New Hampshire
03842

Attention: Energy Contracts

Email:
energycontracts@unitil.com
Facsimile: (603) 773-6647

If to TCPL:

TransCanada PipeLines Limited
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: Commercial Contracts

Email:
commercial_contracts@tcenergy.com
Facsimile: (403) 920-2309

Such Notice shall be deemed to have been received by the Party to whom it is sent: (a) at the time of its delivery, if personally delivered, (b) at the time of its delivery if sent by facsimile or email (provided return receipt or confirmation has been provided), during normal business hours on a Banking Day, and if not, on the next Banking Day, or (c) on the day following transmittal if sent by courier, or (d) on the third day following transmittal if sent by first class mail; provided however, that in the event normal or first class mail service, courier service, email service or facsimile service shall be interrupted by a cause beyond the control of the Parties, then the Party sending the Notice shall utilize any service that has not been so interrupted or shall personally deliver such Notice. Each Party shall provide Notice to the other of any change of address for the purposes of this Paragraph 21.

22. Assignment and Enurement

- (a) Neither Party may assign this Precedent Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided however that either Party:
- (i) shall be entitled to assign its rights and obligations under this Precedent Agreement to its Affiliate without the consent of the other Party, provided such assigning Party remains liable for its obligations under this Precedent Agreement; and

- (ii) either Party may at any time, without the consent of the other Party, pledge its interest pursuant to this Precedent Agreement as security to any lender providing financing to such Party.

- (b) This Precedent Agreement shall be binding upon and enure to the benefit of the respective successors and permitted assigns of the Parties.

23. Applicable Law

This Precedent Agreement shall be construed and applied in accordance with, and be subject to, the laws of the Province of Alberta, and, where applicable, the laws of Canada, and shall be subject to the rules, regulations, decisions and orders of any regulatory or legislative authority having jurisdiction over the matters contained in this Precedent Agreement. Each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of the Province of Alberta for interpretation and enforcement of this Precedent Agreement.

24. Severance

If any provision of this Precedent Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall apply only to such provision and all other provisions of this Precedent Agreement shall continue in full force and effect.

25. Headings and Further Assurances

- (a) Headings are included solely for convenience of reference, and are not intended to be full or accurate descriptions of the contents.
- (b) Each Party covenants and agrees to provide such data and information, to execute and deliver such further documents and instruments, to give further assurances and to perform such acts as may be reasonably required by the other Party in order to carry out the purposes, intentions and provisions of this Precedent Agreement.

26. Sole Benefit

TCPL and Customer hereby stipulate and agree that this Precedent Agreement is executed for the sole benefit of TCPL and Customer, including all successors and assignees permitted under the terms of this Precedent Agreement. TCPL and Customer expressly intend that no rights under this Precedent Agreement enure to any other parties.

27. Entire Agreement and Amendments

- (a) This Precedent Agreement and the Firm Transportation Service Contract set forth the entire agreement between the Parties, and supersedes and replaces all previous discussions, understandings and agreements respecting the subject matter.
- (b) Subject to Paragraph 11(c), this Precedent Agreement may not be amended except by a written amending agreement signed by TCPL and Customer.

28. Limitation Of Liability

TCPL and its Representatives are not liable to Customer or its Representatives for any Losses including:

- (a) Losses for loss of profit and loss of revenue; and
- (b) indirect, consequential, punitive, exemplary or similar damages;

whether or not such Losses could have reasonably been foreseen on entry into this Precedent Agreement, arising from, in connection with or in relation to this Precedent Agreement that are asserted against or suffered or incurred by Customer or its Representatives, except and to the extent that such Losses are caused by the gross negligence or willful misconduct of TCPL.

29. Survival


The provisions of Paragraphs 6(b), 7(c), 17, 20, 21, 23, 24, 25, 26, 27, 28, 29 and 30, and any other provisions of this Precedent Agreement which, either by their express terms or by operation of their terms, are intended to be performed in whole or in part after termination or expiration of this Precedent Agreement, shall survive such termination or expiration.

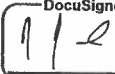
30. Counterpart Execution

This Precedent Agreement may be executed in counterparts, which together constitute one and the same agreement. An electronic pdf copy of this Precedent Agreement containing the signature of a Party will be deemed to be an originally signed document.


The Parties have signed this Precedent Agreement as of the date first written above.

NORTHERN UTILITIES, INC.**TRANSCANADA PIPELINES LIMITED**

By: 
 Name: **DAN HURSTAK**
 Title: **VP, Treasurer**

DocuSigned by:

 15A598FB7FBA455...
 Name: Jay White
 Title: Vice President

By: _____
 Name:
 Title:

DocuSigned by:

 93E60A10F33486...
 Name: Kevin Dick
 Title: Director, Mainline Commercial



TCE Approved as to Form and Content:	
Business	
Legal	

EXHIBIT A

Firm Transportation Service Contract

Attached:

Form of Firm Transportation Service Contract

Transportation Tariff
FT Contract

TransCanada PipeLines Limited

FIRM TRANSPORTATION SERVICE CONTRACT

THIS FIRM TRANSPORTATION SERVICE CONTRACT, made as of the ____ day of
_____, 20__.

BETWEEN:

TRANSCANADA PIPELINES LIMITED
a Canadian corporation
("TCPL")

OF THE FIRST PART

and

("Customer")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS TCPL owns and operates a natural gas pipeline system extending from a point near the Alberta/Saskatchewan border where TCPL's facilities interconnect with the facilities of NOVA Gas Transmission Ltd. easterly to the Province of Quebec with branch lines extending to various points on the Canada/United States of America International Border; and

WHEREAS Customer has satisfied in full, or TCPL has waived, each of the conditions precedent set out in Subsections 1.1 (b) and (c) of TCPL's Firm Transportation Service Toll Schedule referred to in Section 7.1 hereof (the "FT Toll Schedule"); and

WHEREAS Customer has requested and TCPL has agreed to transport quantities of gas, that are delivered by Customer or Customer's agent to TCPL at the Receipt Point(s) referred to in Section 3.2 hereof (the "Receipt Point(s)"), to the Delivery Point(s) referred to in Section 3.1 hereof (the "Delivery Point(s)") pursuant to the terms and conditions of this Contract; and

Effective Date: February 1, 2021

Sheet No. 1

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

(Insert A)

WHEREAS the quantities of gas delivered hereunder by Customer or Customer's agent to TCPL are to be removed from the province of production of such gas by Customer and/or Customer's suppliers and/or its (their) designated agent(s) pursuant to valid and subsisting permits and/or such other authorizations in respect thereof.

NOW THEREFORE THIS CONTRACT WITNESSES THAT, in consideration of the covenants and agreement herein contained, the parties hereto covenant and agree as follows:

ARTICLE I – COMMENCEMENT OF SERVICE

(Insert B)

ARTICLE II – GAS TO BE TRANSPORTED

2.1 Subject to the provisions of this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions referred to in Section 7.1 hereof, TCPL shall provide transportation service hereunder for Customer in respect of a quantity of gas which, in any one day from the Date of Commencement until the ____ day of _____, ____ shall not exceed _____ GJ (the "Contract Demand").

ARTICLE III – DELIVERY POINT(S) AND RECEIPT POINT(S)

3.1 The Delivery Point(s) hereunder are those points specified as such in Exhibit "1" which is attached hereto and made a part hereof.

3.2 The Receipt Point(s) hereunder are those points specified as such in Exhibit "1" hereof.

ARTICLE IV – TOLLS

4.1 Customer shall pay for all transportation service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls, and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the Canada Energy Regulator ("CER").

(Insert C)

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

ARTICLE V – TERM OF CONTRACT

5.1 This Contract shall be effective from the date hereof and shall continue until the ____ day of _____, ____.

ARTICLE VI – NOTICES

6.1 Any notice, request, demand, statement or bill (for the purpose of this paragraph, collectively referred to as "Notice") to or upon the respective parties hereto shall be in writing and shall be directed as follows:

IN THE CASE OF TCPL: TransCanada PipeLines Limited

(i) mailing address: P.O. Box 1000
Station M
Calgary, Alberta
T2P 4K5

(ii) delivery address: TC Energy Tower
450 – 1st Street S.W.
Calgary, Alberta
T2P 5H1

Attention: _____
Fax: _____
Email: _____

(iii) nominations: Attention: _____
Fax: _____
Email: _____

(iv) bills: Attention: _____
Fax: _____
Email: _____

(v) other matters: Attention: _____
Fax: _____
Email: _____

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited****IN THE CASE OF CUSTOMER:**

(i) mailing address:

(ii) delivery address:

(iii) nominations:

Attention:

Fax:

Email:

(iv) bills:

Attention:

Fax:

E-mail:

(v) other matters:

Attention:

Fax:

Email:

Notice may be given by fax or other electronic means, as determined by TCPL and posted on TCPL's website, and any such Notice shall be deemed to be given four (4) hours after transmission. Notice may also be given by personal delivery or by courier and any such Notice shall be deemed to be given at the time of delivery. Any Notice may also be given by prepaid mail and any such Notice shall be deemed to be given four (4) days after mailing, Saturdays, Sundays and statutory holidays excepted. In the event regular mail service, courier service, fax or other electronic means shall be interrupted by a cause beyond the control of the parties hereto, then the party sending the Notice shall utilize any service that has not been so interrupted to deliver such Notice, including but not limited to telephone. To be deemed to be Notice, any notice given by telephone shall be followed immediately by personal delivery, courier, prepaid mail, fax or other electronic means, and any Notice so given shall be deemed to be given as of the date and time of the telephone call. Each party shall provide Notice to the other of any change of address for the purposes hereof.

ARTICLE VII – MISCELLANEOUS PROVISIONS

- 7.1 The FT Toll Schedule, the List of Tolls, and the General Terms and Conditions set out in TCPL's Transportation Tariff as amended or approved from time to time by the CER are all by reference made a part of this Contract and operations hereunder shall, in addition to the terms and conditions of this Contract, be subject to the provisions thereof. TCPL shall notify Customer at any time that TCPL files with the CER revisions to the FT Toll Schedule, the List

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited**

of Tolls, and/or the General Terms and Conditions (the "Revisions") and shall provide Customer with a copy of the Revisions.

- 7.2 The headings used throughout this Contract, the FT Toll Schedule, the List of Tolls, and the General Terms and Conditions are inserted for convenience of reference only and are not to be considered or taken into account in construing the terms or provisions thereof nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.
- 7.3 This Contract shall be construed and applied, and be subject to the laws of the Province of Alberta, and, when applicable, the laws of Canada, and shall be subject to the rules, regulations and orders of any regulatory or legislative authority having jurisdiction.

(Insert D)

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

[Customer]

TransCanada PipeLines Limited

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Transportation Tariff
FT Contract

TransCanada PipeLines Limited

EXHIBIT "1"

This is EXHIBIT "1" to the FIRM TRANSPORTATION SERVICE CONTRACT made as of the _____ day of _____, 20__ between TRANSCANADA PIPELINES LIMITED ("TCPL") and _____ ("Customer").

The Delivery Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____.

The Receipt Point hereunder is the point of interconnection between the pipeline facilities of TCPL and _____ which is located at: _____.

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

DIFFERENT CONTRACT VERSIONS

I For a Firm Transportation Service Contract Executed Following Completion of a Precedent Agreement:

Insert A

WHEREAS the parties hereto have heretofore entered into an agreement dated as of the ____ day of _____, 20__, (the "Precedent Agreement") which bound them, subject to the fulfillment or waiver of the conditions precedent therein set forth, to enter into a Contract substantially upon the terms and conditions hereinafter described; and

WHEREAS the conditions precedent of the Precedent Agreement have been satisfied or waived; and

Insert B

1.1 TCPL shall use reasonable efforts to have the additional facilities (and/or obtain such transportation arrangements on other gas transmission systems) as may be required to effect the transportation of the gas hereunder (the "Necessary Capacity") in place by the ____ day of _____, 20__, or as soon as possible thereafter. TCPL's ability to provide service by the ____ day of _____, 20__, will be subject to, inter alia:

- (a) the timing of receipt by Customer and TCPL of the authorizations referred to in the Precedent Agreement which are required prior to the commencement of construction of TCPL's facilities and the timing of the commencement of the services required by TCPL (if any) on Other Pipelines; and
- (b) the lead time required for the acquisition, construction and installation of those facilities required by TCPL.

TCPL shall use reasonable efforts to provide Customer with ten (10) days advance Notice of the anticipated availability of the Necessary Capacity (the "Advance Notice"). TCPL shall give Customer Notice of the actual date of availability of the Necessary Capacity ("TCPL's Notice"), and service hereunder shall not commence prior to the actual date of availability of the Necessary Capacity.

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited**

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the earlier of:

(a) the date for which Customer first nominates and TCPL authorizes service hereunder;
or

(b) the tenth (10th) day following the day on which Customer received TCPL's Notice;

PROVIDED that Customer shall not be obligated to a Date of Commencement which is earlier than the ____ day of ____, 20__, unless mutually agreed upon by both parties.

II Firm Transportation Service Contract Requiring Displacement of a Firm Transportation Service Contract:

Insert A

(nothing)

Insert B

1.1 As TCPL does not otherwise have sufficient pipeline capacity on its system to offer this service, another Customer who has a long term Firm Transportation Service contract(s) for the purpose of delivering gas to the same Delivery Point(s) (the "Other Contract") must agree to reductions in the Contract Demand under the Other Contract equal to the Contract Demand hereunder effective as of the Date of Commencement.

1.2 The date of commencement of service hereunder (the "Date of Commencement") shall be the date for which Customer first nominates, and TCPL authorizes deliveries hereunder, pursuant to the provisions of this Contract.

1.3 Notwithstanding Section 5.1 hereof, if the Date of Commencement has not occurred on or before the ____ day of ____, 20__, then either party may at any time thereafter, provided that service shall not have commenced hereunder, terminate this Contract forthwith by Notice to the other party.

**Transportation Tariff
FT Contract****TransCanada PipeLines Limited****III Firm Transportation Service Contract Not Following a Precedent Agreement and Not Requiring Displacement of a Firm Transportation Service Contract:****Insert A**

(nothing)

Insert B

- 1.1 The date of commencement of service hereunder (the "Date of Commencement") shall be the ____ day of _____, 20__.

IV Contracts with Emerson I and II, Dawn, Niagara Falls, Iroquois, Chippawa or East Hereford as Delivery Points**Insert C**

- 4.2 Customer shall pay for all delivery pressure service hereunder from the Date of Commencement in accordance with TCPL's FT Toll Schedule, List of Tolls and General Terms and Conditions set out in TCPL's Transportation Tariff as the same may be amended or approved from time to time by the CER.

(a) Emerson I (Viking) Delivery Point**Insert D****ARTICLE VIII – DELIVERY PRESSURE**

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Viking Gas Transmission Company accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 170 kPa (g).

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

(b) Emerson II (Great Lakes) Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Great Lakes Gas Transmission Limited Partnership accept receipt of such gas from Customer for transportation from the Delivery Point, provided that, from the Date of Commencement until the termination of this Contract, TCPL shall not be obligated to provide a pressure greater than 5 460 kPa (g).

(c) Dawn Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 850 kPa (g).

(d) Niagara Falls Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to a pressure of not less than 4 830 kPa (g).

(e) Iroquois Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Delivery Point to the pressure necessary for Customer to have Iroquois Gas Transmission System, L.P. accept receipt of such gas from Customer for transportation from the Delivery Point,

**Transportation Tariff
FT Contract**

TransCanada PipeLines Limited

provided that, from the Date of Commencement until the termination of this Contract, such pressure is not greater than 9 895 kPa (g).

(f) Chippawa Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the Chippawa Delivery Point to the pressure necessary for Customer to have Empire State Pipeline accept receipt of such gas from Customer for transportation from the Chippawa Delivery Point, provided that such pressure is not greater than 8 450 kPa (g).

(g) East Hereford Delivery Point

Insert D

ARTICLE VIII – DELIVERY PRESSURE

- 8.1 TCPL shall increase the line pressure of the gas it delivers to Customer at the East Hereford Delivery Point to the pressure necessary for Customer to have Portland Natural Gas Transmission System accept receipt of such gas from Customer for transportation from the East Hereford Delivery Point, provided that such pressure is not greater than 8 650 kPa (g).

Estimate of Shared Facilities Costs (\$)
for 2027 Eastern System Expansion
(Confidential)
July 19, 2023

The following is an estimate provided for information purposes only and on a without prejudice basis. Shipper is liable for the actual amount payable as calculated pursuant to the terms of the Precedent Agreement.

Northern Utilities, Inc. - 13,600 GJ/d, Empress to East Hereford from Apr. 1, 2024 to Mar. 31, 2054 (Estimated Exposure Profile for Required Facilities)



Table III-1. Northern Capacity Summary (Dth/Day)

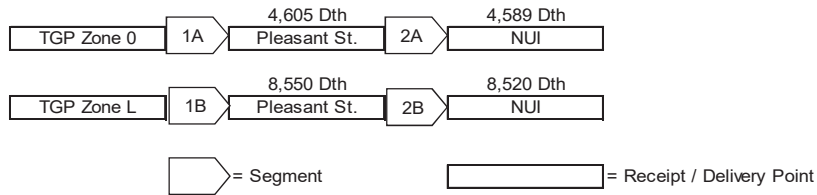
<u>Pipeline Capacity Paths</u>	
Tennessee Zone 0 and Zone L Pools	13,109
Tennessee Niagara	2,327
Iroquois Receipts	6,434
Leidy Hub Supply (Texas Eastern, Algonquin)	965
Transco Zone 6, non-NY Supply (Algonquin)	286
Atlantic Bridge Ramapo	7,500
Total Pipeline Capacity	30,621
<u>Storage Capacity Paths</u>	
Tennessee Firm Storage	2,644
Dawn Hub Storage	59,793
Total Storage Capacity	62,437
<u>Peaking Capacity Paths</u>	
LNG - On-System	6,500
Granite Capacity	43,286
Total Peaking Capacity	49,786
Total Design Day Capacity	142,844

Northern Utilities, Inc.

Capacity Path Diagram and Detail

Source of Supply: Tennessee Zone 0 100 Leg, Zone L 500 and 800 Leg Pools

Capacity Path Diagram



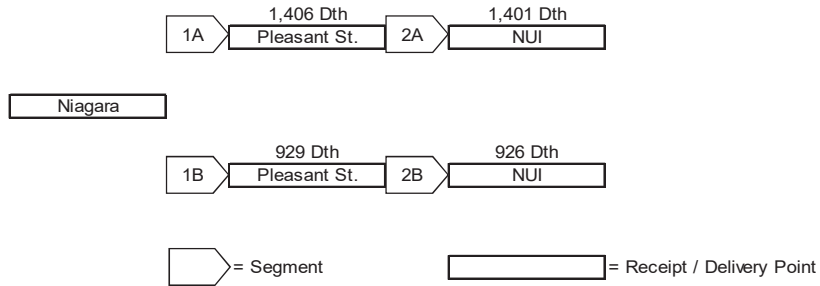
Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1A ¹	Transportation	Tennessee	5083	FT-A	10/31/2028	4,605	Dth	Year-Round	Zone 0, 100 Leg	Pleasant St.	Granite
2A	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	4,589	Dth	Year-Round	Granite	Northern City Gates	
1B ¹	Transportation	Tennessee	5083	FT-A	10/31/2028	8,550	Dth	Year-Round	Zone L, 500 & 800 Legs	Pleasant St.	Granite
2B	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	8,520	Dth	Year-Round	Granite	Northern City Gates	
Total Path Deliverable						13,109	Dth				

Note 1: Tennessee Contract No. 5083 also allows for firm delivery rights to Bay State Gas city gates. As such, Tennessee Production could also be delivered to Bay State City Gates and then exchanged with Bay State via the Base State Exchange for delivery to Northern. Northern intends to extend this contract five years to 10/31/2028 prior to the 2022-2023 Winter Period.

Northern Utilities, Inc.
 Capacity Path Diagram and Detail
 Source of Supply: Niagara (Interconnection of TransCanada and Tennessee Pipelines)

Capacity Path Diagram

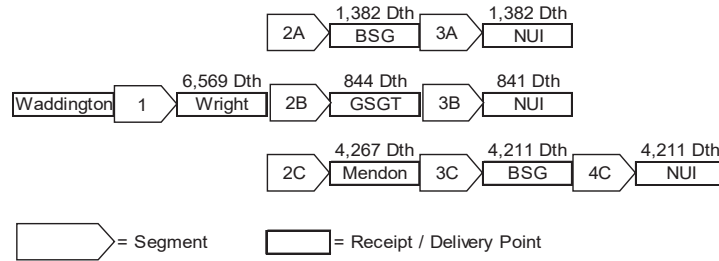


Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1A	Transportation	Tennessee	5292	FT-A	3/31/2025	1,406	Dth	Year-Round	Niagara	Pleasant St.	Granite
2A	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	1,401	Dth	Year-Round	Granite	Northern City Gates	
1B	Transportation	Tennessee	39735	FT-A	3/31/2025	929	Dth	Year-Round	Niagara	Pleasant St.	Granite
2B	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	926	Dth	Year-Round	Granite	Northern City Gates	
Total Path Deliverable						2,327	Dth				

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Iroquois Receipts

Capacity Path Diagram

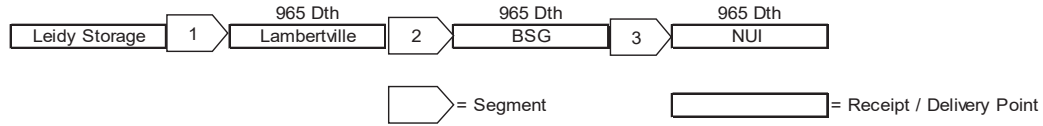


Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1	Transportation	Iroquois	R181003	RTS-1	10/31/2024	6,569	Dth	Year-Round	Waddington	Wright	Tennessee
2A	Transportation	Tennessee	95196	FT-A	10/31/2027	1,382	Dth	Year-Round	Wright	Bay State City Gate	Granite
3A	Exchange	Bay State Gas	NA	NA	Renewal Clause	1,382	Dth	Year-Round	Bay State City Gate	Northern City Gates	
2B	Transportation	Tennessee	95196	FT-A	10/31/2027	844	Dth	Year-Round	Wright	Pleasant St.	
3B	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	841	Dth	Year-Round	Granite	Northern City Gates	Algonquin
2C	Transportation	Tennessee	41099	FT-A	10/31/2027	4,267	Dth	Year-Round	Wright	Mendon	
3C*	Transportation	Algonquin	93200F	AFT-1	10/31/2024	4,211	Dth	Year-Round	Mendon	Bay State City Gate	
4C	Exchange	Bay State Gas	NA	NA	Renewal Clause	4,211	Dth	Year-Round	Bay State City Gate	Northern City Gates	
Total Path Deliverable						6,434	Dth				

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Algonquin Receipt Points

Capacity Path Diagram



Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1*	Transportation	Texas Eastern	800384	FT-1	10/31/2027	965	Dth	Year-Round	Leidy Storage	Lambertville, NJ	Algonquin
2**	Transportation	Algonquin	93201A1C	AFT-1 (F-2/F-3)	10/31/2023	965	Dth	Year-Round	Lambertville, NJ	Bay State City Gate	
3	Exchange	Bay State Gas	NA	NA	Renewal Clause	965	Dth	Year-Round	Bay State City Gate	Northern City Gates	
Total Path Deliverable						965	Dth				

* Contract 800384 will extend to 10/31/2029 unless terminated by Northern on or before 10/31/2023. Northern intends to extend this contract.

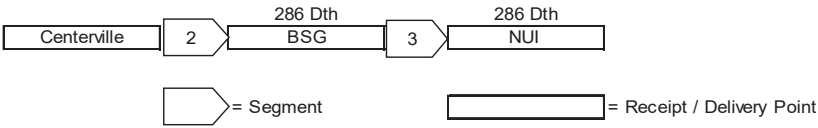
** Contract 93201A1C will extend to 10/31/2025 unless terminated by Northern on or before 10/31/2023. Northern intends to extend this contract.

Northern Utilities, Inc.

Capacity Path Diagram and Detail

Source of Supply: Algonquin Receipt Points

Capacity Path Diagram



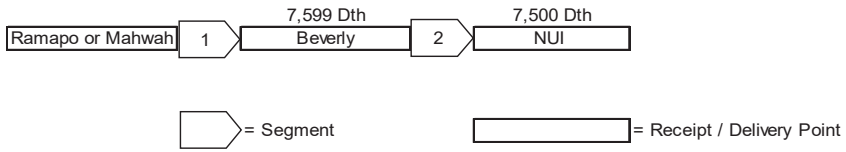
Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1*	Transportation	Algonquin	93201A1C	AFT-1 (F-2/F-3)	10/31/2024	286	Dth	Year-Round	Centerville, NJ	Bay State City Gate	
2	Exchange	Bay State Gas	NA	NA	Renewal Clause	286	Dth	Year-Round	Bay State City Gate	Northern City Gates	
Total Path Deliverable						286	Dth				

* Contract 93201A1C will extend to 10/31/2025 unless terminated by Northern on or before 10/31/2023. Northern intends to extend this contract.

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Atlantic Bridge Ramapo

Capacity Path Diagram



Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1	Transportation	Algonquin	510939	FT	2/11/2036	7,599	Dth	Year-Round	Ramapo or Mawhah	Beverly, MA	Maritimes
2	Transportation	Maritimes	210363	FT	2/11/2036	7,500	Dth	Year-Round	Beverly, MA	Northern City Gates	
Total Path Deliverable						7,500	Dth				

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Tennessee Firm Storage - Market Area

Capacity Path Diagram



Capacity Path Detail

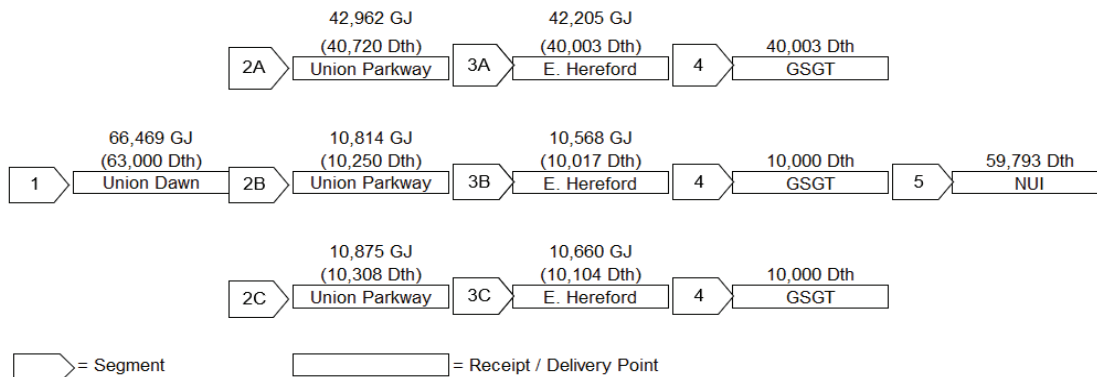
Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1 ¹	Storage	Tennessee	5195	FS-MA	3/31/2025	4,243	Dth	Year-Round	NA	TGP Zone 4	Tennessee
2 ²	Transportation	Tennessee	5265	FT-A	3/31/2025	2,653	Dth	Year-Round	TGP Zone 4	Pleasant St.	Granite
3	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	2,644	Dth	Year-Round	Pleasant St.	Northern City Gates	
Total Path Deliverable						2,644	Dth				

Note 1: Tennessee Contract No. 5195 has a maximum storage quantity of 259,337 Dth.

Note 2: Tennessee Contract No. 5265 also allows for firm delivery rights to Bay State Gas city gates. As such, Tennessee Firm Storage could also be delivered to Bay State City Gates and then exchanged with Bay State via the Base State Exchange for delivery to Northern.

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Union Dawn Storage

Capacity Path Diagram

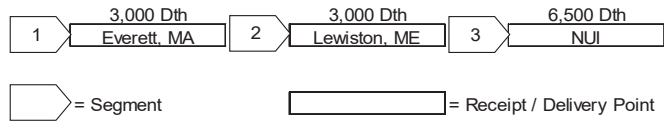


Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1	Storage	Union	LST155	Firm Storage (MDWD)	3/31/2028	66,469	GJ	Year-Round	NA	Dawn	Union
1	Storage	Union	LST155	Firm Storage (MSB)	3/31/2028	6,330,336	GJ	Year-Round	NA	Dawn	
1	Storage	Union	LST155	Firm Storage (MDID)	3/31/2028	47,478	GJ	Year-Round	NA	Dawn	
2A	Transportation	Union	M12256	M12	10/31/2033	42,962	GJ	Year-Round	Dawn	Parkway	TransCanada
2B	Transportation	Union	M12296	M12	10/31/2040	10,814	GJ	Year-Round	Dawn	Parkway	TransCanada
2C	Transportation	Union	M12279	M12	10/31/2037	10,875	GJ	Year-Round	Dawn	Parkway	TransCanada
3A-1	Transportation	TransCanada	57901	FT	3/31/2033	35,872	GJ	Year-Round	Parkway	East Hereford	PNGTS
3A-2	Transportation	TransCanada	57055	FT	10/31/2032	6,333	GJ	Year-Round	Parkway	East Hereford	PNGTS
3B	Transportation	TransCanada	63265	FT	10/31/2040	10,568	GJ	Year-Round	Parkway	East Hereford	PNGTS
3C	Transportation	TransCanada	67167	FT	10/31/2037	10,660	GJ	Year-Round	Parkway	East Hereford	PNGTS
4A	Transportation	PNGTS	208543	FT	11/30/2032	40,003	Dth	Year-Round	Pittsburg, NH	Newington, NH	Granite
4B	Transportation	PNGTS	233339	FT	10/31/2040	10,000	Dth	Year-Round	Pittsburg, NH	Newington, NH	Granite
4C	Transportation	PNGTS	240520	FT	10/31/2037	10,000	Dth	Year-Round	Pittsburg, NH	Newington, NH	Granite
5	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	59,793	Dth	Year-Round	Newington, NH	Northern City Gates	
Total Path Deliverable						59,793	Dth				

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Lewiston LNG Plant

Capacity Path Diagram



Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1 ¹	LNG Contract	Confidential	NA	NA	5/31/2024	3,000	Dth	Year-Round	Everett, MA	NA	NA
2	LNG Trucking Contract	Confidential			10/31/2024	3,000	Dth	Year-Round	Everett, MA	Lewiston, ME	NA
3	Lewiston LNG Plant	N/A	NA	NA	N/A	6,500	Dth	Year-Round	Lewiston, ME	Northern Distribution System	
Total Path Deliverable						6,500	Dth				

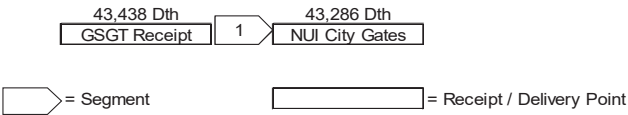
Note 1: The LNG Contract allows Northern to nominate up to 3,000 Dth per day (3 trucks) with an annual maximum take equal to 75,000 Dth. Seller may extend the contract termination date to 10/31/2024.

Northern Utilities, Inc.

Capacity Path Diagram and Detail

Source of Supply: Peaking Contract 1

Capacity Path Diagram

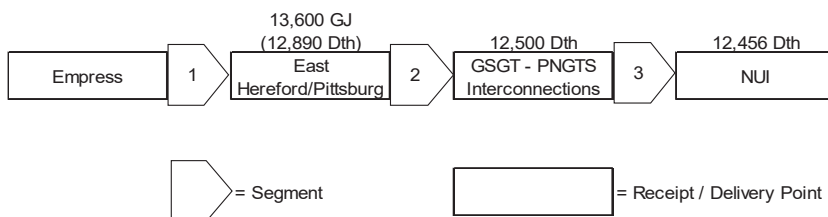


Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	43,286	Dth	Year-Round	GS GT Receipt	Northern City Gates	
Total Path Deliverable						43,286	Dth				

Northern Utilities, Inc.
Capacity Path Diagram and Detail
Source of Supply: Empress, Alberta

Capacity Path Diagram



Capacity Path Detail

Segment	Product	Vendor	Contract ID	Rate Schedule	Contract Termination Date	Northern MDQ	Dth / GJ	Availability	Receipt Point	Delivery Point	Interconnecting Pipeline
1	Transportation	TransCanada	TBD	FT	4/30/2054	12,890	GJ	Year-Round	Parkway	East Hereford	PNGTS
2	Transportation	PNGTS	TBD	FT	4/30/2054	12,500	Dth	Year-Round	Pittsburg, NH	GSGT - PNGTS Interconnections	Granite
3	Transportation	Granite	19-100-FT-NN	FT-NN	10/31/2024	12,456	Dth	Year-Round	GSGT - PNGTS Interconnections	Northern City Gates	
Total Path Deliverable						12,456	Dth				

Projected Design Year Costs - Northern Utilities, Inc. Planning Load - Projected System Costs 2023-2024 through 2027-2028

Portfolio	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN

IMPACT OF EXPANSION

Year	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN

Projected Normal Year Costs - Northern Utilities, Inc. Planning Load - Projected System Costs 2023-2024 through 2027-2028

Portfolio	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN

IMPACT OF EXPANSION

Year	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN

Projected Normal Year Costs - Northern Utilities, Inc. Planning Load - Projected System Costs 2023-2024 through 2027-2028

Portfolio	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN

IMPACT OF EXPANSION

Year	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN

Portfolio	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN
1	100	100	200	100	2.00	0.00	0.00
2	100	100	200	100	2.00	0.00	0.00
3	100	100	200	100	2.00	0.00	0.00
4	100	100	200	100	2.00	0.00	0.00
5	100	100	200	100	2.00	0.00	0.00
6	100	100	200	100	2.00	0.00	0.00
7	100	100	200	100	2.00	0.00	0.00
8	100	100	200	100	2.00	0.00	0.00
9	100	100	200	100	2.00	0.00	0.00
10	100	100	200	100	2.00	0.00	0.00
11	100	100	200	100	2.00	0.00	0.00
12	100	100	200	100	2.00	0.00	0.00
13	100	100	200	100	2.00	0.00	0.00
14	100	100	200	100	2.00	0.00	0.00
15	100	100	200	100	2.00	0.00	0.00
16	100	100	200	100	2.00	0.00	0.00
17	100	100	200	100	2.00	0.00	0.00
18	100	100	200	100	2.00	0.00	0.00
19	100	100	200	100	2.00	0.00	0.00
20	100	100	200	100	2.00	0.00	0.00
21	100	100	200	100	2.00	0.00	0.00
22	100	100	200	100	2.00	0.00	0.00
23	100	100	200	100	2.00	0.00	0.00
24	100	100	200	100	2.00	0.00	0.00
25	100	100	200	100	2.00	0.00	0.00
26	100	100	200	100	2.00	0.00	0.00
27	100	100	200	100	2.00	0.00	0.00
28	100	100	200	100	2.00	0.00	0.00
29	100	100	200	100	2.00	0.00	0.00
30	100	100	200	100	2.00	0.00	0.00
31	100	100	200	100	2.00	0.00	0.00
32	100	100	200	100	2.00	0.00	0.00
33	100	100	200	100	2.00	0.00	0.00
34	100	100	200	100	2.00	0.00	0.00
35	100	100	200	100	2.00	0.00	0.00
36	100	100	200	100	2.00	0.00	0.00
37	100	100	200	100	2.00	0.00	0.00
38	100	100	200	100	2.00	0.00	0.00
39	100	100	200	100	2.00	0.00	0.00
40	100	100	200	100	2.00	0.00	0.00
41	100	100	200	100	2.00	0.00	0.00
42	100	100	200	100	2.00	0.00	0.00
43	100	100	200	100	2.00	0.00	0.00
44	100	100	200	100	2.00	0.00	0.00
45	100	100	200	100	2.00	0.00	0.00
46	100	100	200	100	2.00	0.00	0.00
47	100	100	200	100	2.00	0.00	0.00
48	100	100	200	100	2.00	0.00	0.00
49	100	100	200	100	2.00	0.00	0.00
50	100	100	2				

Year	Total Fixed Costs	Total Commodity Cost	Grand Total Cost	Net Demand (Dth)	Total Unit Cost (\$/Dth)	Peaking Costs Above NYMEX - DESIGN	Peaking Requirement DESIGN
2010	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2011	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2012	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2013	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2014	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2015	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2016	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2017	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2018	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2019	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2020	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2021	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2022	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2023	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2024	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2025	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2026	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2027	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2028	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2029	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2030	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2031	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2032	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2033	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2034	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2035	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2036	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2037	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2038	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2039	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2040	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2041	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2042	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2043	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2044	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2045	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2046	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2047	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2048	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2049	1,000	1,000	2,000	1,000	2.00	0.00	0.00
2050	1,000	1,000	2,000	1,000	2.00	0.00	0.00