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### GAS TRANSPORTATION CONTRACT (For Use Under FT-NN Rate Schedule) 08-719-CF

THIS AGREEMENT is made and entered into as of the 27 day of konung 2008, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and GLOBAL MONTELLO GROUP CORP., hereinafter referred to as "Shipper," Granite State and Shipper shall collectively be referred to herein as the "Parties." The service provided hereunder shall be on behalf of the Company or Companies listed on Exhibit A hereto.

#### WITNESSETH:

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

## ARTICLE )

- 1.1 TRANSPORTATION QUANTITY shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport or arranges to be received and transported, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be 107 dekatherms. Any limitations of the quantities to be received at each Receipt Point and/or delivered to each Delivery Point shall be as specified on Exhibit B attached herefo.
- 1.2 UPSTREAM TRANSPORTATION AGREEMENTS shall meen those Gas Transportation Agreements with third party pipelines, which provide for the receipt, transportation and delivery of Shipper's gas at the Receipt Point(s). Each third party pipeline is hereinafter referred to individually as "Upstream Transporter" and collectively as "Upstream Transportation."
- 1.3 EQUIVALENT QUANTITY shall mean the quantities of gas delivered hereunder at the Receipt Point(s) for transportation less, where applicable, quantities of gas for Grantia State's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.

# ARTICLE II

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

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

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

- 2.2 Any obligation on Granite State's part to receive or arrange to receive, transport and deliver gas to the Delivery Point(s) for Shipper's account on a deliv basis is subject to the following:
  - (a) Execution by Shipper of the necessary Upstream Transportation Agreements;
- (b) Shipper causing the Upstream Transporter(s) to receive quantities of gas at the applicable upstream Delivery Point upon Granite State's request and to deliver quantities of gas to Granite State for Shipper's account at the applicable upstream Receipt Point.

## ARTICLE III RECEIPT AND DELIVERY POINTS

- 3.1 The Receipt Point(s) and Delivery Point(s) shall be those point(s) specified on Exhibit 8 attached hereto.
- 3.2 Shipper may supplement Receipt Point(s) and/or Delivery Point(s) provided by this Contract by submitting to Transporter a Transportation Service Request Form. Such request form, after having been fully processed and accepted by Transporter shall be deemed to have the full force and effect of a written contract and shall qualify as a supplementary written consent pursuant to Paragraph 15.3 of this Contract. Priority of transportation service to such additional Receipt and/or Delivery Point(s) shall be determined pursuant to Article 28 of the General Terms and Conditions of Granite State's FERC Gas Tariff.

#### ARTICLE IV

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

### RECEIPT AND DELIVERY PRESSURES

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

## ARTICLE VI QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

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

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

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

- 7.1 TRANSPORTATION RATES Commencing with the date of Initial receipt of gas by Granite State from Shipper, the compensation to be paid by Shipper to Granite State for the transportation service provided herein shall be in accordance with Section 5 of Granite State's Rate Schedule FT-NN.
- 7.2 SYSTEM FUEL AND LOSSES Shipper agrees to provide Granite State any applicable fuel and losses associated with the transportation service provided herein in accordance with Section 6 of Granite State's Rate Schedule FT-NN.

7.8	NEW FACILITIES	CHARGE - N/A	

- 7.4 INCIDENTAL CHARGES Shipper agrees to reimburse Granite State for any filing or similar fees, which have not been previously paid by Shipper, which Granite State incurs in rendering service hereunder.
- 7.5 CHANGES IN RATES AND CHARGES Granite State shall have the unlisteral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule FT-NN, the rate schedule pursuant to which this service is randered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service randered pursuant to this Contract.

### ARTICLE VIII BILLINGS AND PAYMENTS

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

## ARTICLE IX GENERAL TERMS AND CONDITIONS

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

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

### ARTICLE X REGULATION

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

## ARTICLE XI RESPONSIBILITY DURING TRANSPORTATION

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

## ARTICLE XII

- 12.1 This Contract shall become effective as of March 1, 2008, and shall remain in force and effect until March 31, 2008, and from N/A to N/A1/ thereafter, unless cancelled by either Party upon one year's written notice; provided however, if the term of the Contract is less than one year, either party may terminate this Contract by providing written notice of its election at the commencement of the primary term or any secondary term of this Contract. To the extent pregranted abandonment authorization under the FERC's regulations applies, Grenite State will seek abandonment authorization from the FERC prior to exercising its unliateral right to terminate the Contract following the expiration of the primary term.2/
- 12.2 Any portion of this Contract necessary to correct or cashout imbalances under this Contract as required by the General Terms and Conditions of Granite State's FERO Gas Teriff, shall survive the other parts of this Contract until such time as such balancing has been accomplished.
- 1/ The evergmen period shall be the lesser of the original term of the Contract, or one year.
- 2) Applicable to agreements with deliveries at a Gustomer's traditional delivery points under its firm sales service, which have a primary term equal or greater than one year.

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### ARTICLE XII TERM (continued)

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

### ARTICLE XIII NOTICE

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

#### GRANITE STATE:

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

#### SHIPPER:

Global Montello Group Corp. 53 Technology Way Suite 4E9 Neshau, NH 03060

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

### ARTICLE XIV

- 14.1 Either Party may assign or pledge this Contract and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, no Party shall assign this Contract or any of its rights hereunder unless it shall first have obtained the written consent of the other, which consent shall not be unreasonably withheld.
- 14.2 Any person which shall aucceed by purchase, merger, or consolidation to the properties, substantially as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Contract.

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### ARTICLE XV MISCELLANEOUS

- 15.1 This Contract shall be interpreted under the laws of the State of New Hampshire.
- 15.2 If any provision of this Contract is declared null and void, or voidable, by a court of competent jurisdiction, then that provision will be considered severable at either party's option; and if the severability option is exercised, the remaining provisions of the Contract shall remain in full force and effect.
- 15.3 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 15.4 Exhibit(s) A and B attached hereto is/are incorporated herein by reference and made a part hereof for all purposes.

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

GRANITE STATE GAS TRANSMISSION, INC.

Accepted and Agreed to this 27th Day of Thomas 4, 2008

GLOBAL MONTELLO-GROUP CORP.

Al Mireraeco

10/ Manager Industrial Firels

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

EXPLINA "A"

To Gas Transportsdon Contract
Masch 1, 2008
Setween Granito State Gas Transmission, Inc.
And
Global Montello Group Corp.

On Behalf Of Parties

Glabal Mortello Gressa Corp.

Company Hans

Confract No. 06-719-UP NEIQ: 107 Deferitionns

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Cas Transportation Contract
(For Use Under Rada Schadule FT-Nat)
Exhibit "9"

To Get Transportation Contract
March 1, 2008
Between Granite State Gas Instaniesien, inc.
And
Ghobal Montalio Group Con.

Receipt Points

Confract No. 03-719-CP MEXIC: 107 Debabliorers

TO HOLD 101 MA 厉 Ž County Town Country Town Malston Essen Delivery Points Oranite State Gas Transmission Termosses Gas Pipelins Co. Inferconnect Party December Park Sweethill Rd. Mark There Meter Hans Pleasant St. WEST NO. Water No. \$26.20G **685402** 

The sum of featsporter's deliveries to Shipper for all trossportation contracts cannol exceed the lanitations reflected above.