

SERVICE CONTRACTS
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GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and _____, 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 ____ hereto.

W I T N E S S E T H :

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

ARTICLE I
DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport or arranges to be received and transported, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be _____ dekatherms for 12 consecutive months of service, or _____ dekatherms (winter period) and _____ dekatherms (summer period) for seasonal service. 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(s) _____ attached hereto.

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE I
DEFINITIONS (continued)

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

ARTICLE II
SCOPE OF AGREEMENT

2.1 Transportation Service - Subject to Section 2.2 below, Granite State agrees to accept and receive or arranges to be accepted and received, daily, on a firm basis, in accordance with Rate Schedule FT-1, at the Receipt Point(s), from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity.

Granite State agrees to transport and deliver or arranges for the transportation and delivery to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter or for Transporter's account, on any day, less any applicable Fuel Reimbursement Quantities; provided, however, Transporter shall not be obligated to deliver or arrange to be delivered at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE II
SCOPE OF AGREEMENT (continued)

- (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(s) _____ attached hereto.

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

ARTICLE IV

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE V
RECEIPT AND DELIVERY PRESSURES

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

ARTICLE VI
QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) _____ 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-1.

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE VII
RATES AND CHARGES FOR GAS TRANSPORTATION SERVICE (continued)

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-1.

7.3 NEW FACILITIES CHARGE - _____

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

7.5 CHANGES IN RATES AND CHARGES - Granite State shall have the unilateral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule FT-1, the rate schedule pursuant to which this service is rendered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Contract.

ARTICLE VIII
BILLINGS AND PAYMENTS

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE IX
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Granite State's Rate Schedule FT-1 and to the General Terms and Conditions incorporate therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X
REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulator 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.

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE XII
TERM

12.1 This Contract shall become effective as of _____, 20__ and shall remain in force and effect until _____, _____ and from _____ to _____1/ thereafter, unless cancelled by either Party upon one year's written notice; provided however, if the term of the Contract is less than one year, either party may terminate this Contract by providing written notice of its election at the commencement of the primary term or any secondary term of this Contract. To the extent pregranted abandonment authorization under the FERC's regulations applies, Granite State will seek abandonment authorization from the FERC prior to exercising its unilateral right to terminate the Contract following the expiration of the primary term.2/

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

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

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

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.
6 Liberty Lane West
Hampton, New Hampshire 03842

Attention: Transportation Services

Shipper: _____

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE XIV
ASSIGNMENTS

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

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

ARTICLE XV
MISCELLANEOUS

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

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

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-1 Rate Schedule)
(Continued)

ARTICLE XV
MISCELLANEOUS (continued)

15.4 Exhibit(s) _____ 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 ____ Day of _____, 20__.

SHIPPER

ATTEST

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

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and _____, 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 ____ hereto.

W I T N E S S E T H:

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

ARTICLE I
DEFINITIONS

1.1 TRANSPORTATION QUANTITY - shall mean the maximum daily quantity of gas which Transporter agrees to receive and transport or arranges to be received and transported, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof which shall be _____ dekatherms for 12 consecutive months of service, or _____ dekatherms (winter period) and _____ dekatherms (summer period) for seasonal service. 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(s) _____ attached hereto.

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE I
DEFINITIONS (continued)

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

ARTICLE II
SCOPE OF AGREEMENT

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

Granite State agrees to transport and deliver or arranges for the transportation and delivery to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter or for Transporter's account, on any day, less any applicable Fuel Reimbursement Quantities; provided, however, Transporter shall not be obligated to deliver or arrange to be delivered at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE II
SCOPE OF AGREEMENT (continued)

- (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 points specified on Exhibit(s) _____ attached hereto.

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

ARTICLE IV

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE V
RECEIPT AND DELIVERY PRESSURES

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

ARTICLE VI
QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) _____ 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.

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE VII
RATES AND CHARGES FOR GAS TRANSPORTATION SERVICE (continued)

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

7.3 NEW FACILITIES CHARGE - _____

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

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

ARTICLE VIII
BILLINGS AND PAYMENTS

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

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 incorporate therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X
REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulator 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.

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE XII
TERM

12.1 This Contract shall become effective as of _____, 20__ and shall remain in force and effect until _____, _____ and from _____ to _____ 1/ thereafter, unless cancelled by either Party upon one year's written notice; provided however, if the term of the Contract is less than one year, either party may terminate this Contract by providing written notice of its election at the commencement of the primary term or any secondary term of this Contract. To the extent pregranted abandonment authorization under the FERC's regulations applies, Granite State will seek abandonment authorization from the FERC prior to exercising its unilateral right to terminate the Contract following the expiration of the primary term.2/

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

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

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

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.
6 Liberty Lane West
Hampton, New Hampshire 03842

Attention: Transportation Services

Shipper: _____

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE XIV
ASSIGNMENTS

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

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

ARTICLE XV
MISCELLANEOUS

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

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

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

GAS TRANSPORTATION CONTRACT
(For Use Under FT-NN Rate Schedule)
(Continued)

ARTICLE XV
MISCELLANEOUS (continued)

15.4 Exhibit(s) _____ 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 ____ Day of _____, 20__.

SHIPPER

ATTEST

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between GRANITE STATE GAS TRANSMISSION, INC., a New Hampshire Corporation, hereinafter referred to as "Granite State" or "Transporter" and _____, hereinafter referred to as "Shipper." Granite State and Shipper shall collectively be referred to herein as the "Parties." The service provide hereunder shall be on behalf of the Company or Companies listed on Exhibit ____ hereto.

W I T N E S S E T H:

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

ARTICLE I
DEFINITIONS

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

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

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

ARTICLE I
DEFINITIONS (continued)

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

ARTICLE II
SCOPE OF AGREEMENT

2.1 Transportation Service - Subject to Section 2.2 below, Granite State agrees to accept and receive or arranges to be accepted and received, daily, on an interruptible basis, as determined in Granite State's sole opinion, at the Point(s) of Receipt, from Shipper or for Shipper's account such quantity of gas as Shipper makes available up to the Transportation Quantity of gas.

Granite State agrees to transport and deliver or arranges for the transportation and delivery to or for the account of Shipper at the Delivery Point(s) and Shipper agrees to accept or cause acceptance of delivery of the quantity received by Transporter or for Transporter account, on any day, less the Fuel Reimbursement Quantities; provided, however, Transporter shall not be obligated to deliver or arrange to be delivered at any Delivery Point on any day a quantity of natural gas in excess of the applicable Maximum Daily Delivery Obligation.

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

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

ARTICLE II
SCOPE OF AGREEMENT (continued)

- (a) Execution by Shipper of the necessary Upstream Transportation Agreements;
- (b) Shipper causing the Upstream Transporters to receive quantities of gas at the applicable upstream Point of Delivery upon Granite State's request and to deliver quantities of gas to Granite State for Shipper's account at the applicable upstream Point of Receipt.

ARTICLE III
POINTS OF RECEIPT AND DELIVERY

3.1 The Point(s) of Delivery and Points of Receipt shall be those points specified on Exhibit(s) _____ attached hereto. All Receipt Points on Transporter's system will be included on a Master Receipt Point List and shall be available as Receipt Points hereunder. The Master Receipt Point List will be revised by Transporter from time to time and Shipper agrees to accept such changes.

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

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

ARTICLE IV

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

ARTICLE V
RECEIPT AND DELIVERY PRESSURES

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

ARTICLE VI
QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENT

For all gas received, transported and delivered hereunder the parties agree to the Quality Specifications and Standards for Measurement as specified in the General Terms and Conditions of Granite State's Federal Energy Regulatory Commission (FERC) Gas Tariff. To the extent that no new measurement facilities are installed to provide service hereunder, measurement operations will continue in the manner in which they have previously been handled. In the event that such facilities are not operated by Granite State, then responsibility for operations shall be deemed to be Shipper's. Any exceptions to this Article shall be specified on Exhibit(s) _____ attached hereto.

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

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 IT-1.

7.2 SYSTEM FUEL AND LOSSES - Shipper agrees to provide Granite State the fuel and losses associated with the transportation service provided herein in accordance with Section 6 of Granite State's Rate Schedule IT-1.

7.3 NEW FACILITIES CHARGE -

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

7.5 CHANGES IN RATES AND CHARGES - Granite State shall have the unilateral right to file and make effective changes in the rates and charges stated in this Article, the rates and charges applicable to service pursuant to Granite State's Rate Schedule IT-1, the rate schedule pursuant to which this service is rendered and/or any provisions of the General Terms and Conditions of Granite State's FERC Gas Tariff applicable to this service. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Contract.

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

ARTICLE VIII
BILLINGS AND PAYMENTS

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

ARTICLE IX
GENERAL TERMS AND CONDITIONS

This Agreement shall be subject to the effective provisions of Granite State's Rate Schedule IT-1 and to the General Terms and Conditions incorporate therein, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X
REGULATION

This contract shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulator 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.

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(continued)

ARTICLE XI
RESPONSIBILITY DURING TRANSPORTATION

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

ARTICLE XII
TERM

12.1 This Contract shall become effective on the date of execution and shall remain in full force and effect for a term of _____, and shall remain in force from month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party.

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

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 FERC Tariff.

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

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:
Granite State Gas Transmission, Inc.
6 Liberty Lane West
Hampton, New Hampshire 03842

Attention: Transportation Services

Shipper: _____

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

ARTICLE XIV
ASSIGNMENTS

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

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

ARTICLE XIV
ASSIGNMENTS (continued)

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

ARTICLE XV
MISCELLANEOUS

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

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

GAS TRANSPORTATION CONTRACT
(For Use Under IT-1 Rate Schedule)
(Continued)

ARTICLE XV
MISCELLANEOUS (continued)

15.4 Exhibit(s) _____ 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 ____ Day of _____, 20__.

SHIPPER

ATTEST

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)

This Agreement dated and effective _____, 20__ by and between Granite State Gas Transmission, Inc. (Granite State) and _____, (Operator).

W I T N E S S E T H

WHEREAS, Granite State transports natural gas at the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Points) and Operator receives such gas from Granite State;

WHEREAS, the gas actually delivered at the Delivery Point(s) is at times different than the quantities nominated to be transported by Granite State from those points;

WHEREAS, Granite State and Operator desire to aggregate all quantities delivered at all of the Delivery Points for balancing purposes and to allocate the transportation of natural gas from the Delivery Point(s) based upon scheduled quantities and to allocate any difference between such scheduled quantities and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement; and WHEREAS, Granite State and Operator desire to correct the Operational Imbalances in subsequent periods in accord with Transporter's Rate Schedule LMS; and

WHEREAS, Granite State and Operator desire to implement operating rules designed to encourage conduct that maintains Granite State's system balance in a manner that facilitates the movement of gas for transportation purposes; and

NOW, THEREFORE, Granite State and Operator agree as follows:

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

ARTICLE I
NOMINATIONS AND CONFIRMATIONS

Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Granite State and Operator shall confirm the quantities nominated to be transported by Granite State at the Delivery Point(s) commencing on the first day of the month following the confirmation. The quantities determined through this confirmation and reconciliation shall be the "Scheduled Quantities."
Any modification to such scheduled quantities shall be confirmed by Granite State and Operator prior to the commencement of the revised service. Granite State shall provide evidence of such scheduled quantities (in writing) within two business days after such confirmation, unless mutually agreed to otherwise. Operator shall notify Granite State of any errors in the scheduled quantities within two business days of receipt of such information from Granite State. If Operator fails to respond to Granite State's request to confirm the quantities to be transported at any Delivery Point(s) in accordance with the above, then this Agreement shall terminate upon written notice from Granite State at the end of that calendar month.

Allocations Based on Scheduled Quantities - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the scheduled quantities. Operator shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the scheduled quantities. Unless prohibited by applicable law or regulation, all transportation services by Granite State shall be allocated each day based upon the scheduled quantities set forth above, or by such other methods as may be mutually agreed to by both Parties.

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

Allocation of Variances - The difference on any day between the scheduled quantities set forth above and the actual quantity delivered at the Delivery Point(s) shall be the Daily Operational Imbalance and shall be allocated to this Agreement. The difference between the sum of the scheduled quantities set forth above during a calendar month shall be the Monthly Operational Imbalance. Any Operational Imbalances will be corrected in accordance with Article II.

Reports on Actual Deliveries - Should Granite State not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Operator shall provide to Granite State the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two business days after the date of delivery.

ARTICLE II
CORRECTION OF OPERATIONAL PENALTIES

Correction in Flow Rates During A Day - Operator will be able to request adjustments to actual deliveries at its Delivery Points at any time during the day by coordinating with Granite State's gas dispatchers. Granite State will use reasonable efforts to deliver those changed quantities when the operating conditions on Granite State's system permits, taking into consideration the nominations made by firm customers on Granite State's system.

Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Granite State for purposes of adjustments under this Section on a daily basis during the month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Granite State shall make the estimated Daily and Monthly Operational Imbalance at each

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

Delivery Point available to Operator by the third business day after each day. Adjustments in nominations and actual deliveries will be made by Operator during the month to adequately control imbalance levels. If Operator fails to take such corrective action, Granite State may, upon 48 hours notice, adjust the nominations and actual deliveries during the remainder of the month to adequately control imbalance levels. Any such adjustments will be incorporated in the scheduled quantities.

Corrections in Subsequent Periods - As soon as practicable following the close of each month, Granite State will send Operator a statement setting forth the Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in accordance with Rate Schedule LMS of Transporter's tariff.

Measurement of Operational Imbalance - Measurement of gas for all purposes shall be in accordance with Granite State's FERC Gas Tariff.

Operational Integrity - Nothing in this Article II shall limit Granite State's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

ARTICLE III
TERM

Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term commensurate to that of the underlying converted sales or new transportation contract at the Delivery Point(s) (including all extension rights provided in the converted or new transportation contract), and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.

Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS of Granite State's FERC Gas Tariff, Volume No. 1 unless the parties mutually agree otherwise

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

ARTICLE IV
MISCELLANEOUS

Warranties - Operator warrants (i) that as to any gas which it delivers or causes to be delivered to Granite State hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Granite State harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Operator represents and warrants to Granite State that all-requisite authorizations, if any, have been obtained as to any gas which Operator delivers or causes to be delivered hereunder.

Governing Bodies - This Agreement shall be subject to all applicable laws, Federal or State, and to all applicable rules and regulations of any duly authorized Federal, State or other government agency having jurisdictions.

Waivers - No waiver by either party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.

Billings and Payments - Granite State shall bill and Operator shall pay for the correction of Operational imbalances in cash in accordance with Articles 5 and 6, respectively, of the General Terms and Conditions specified in Granite State's FERC Gas Tariff.

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

Incorporation of Tariff - Unless otherwise stated herein, The General Terms and Conditions specified in Granite State's FERC Gas Tariff are incorporated as part of this Agreement.

Notice - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the party's address shown on Exhibit A hereto, or such other address as either party may designate by written notice to the other.

Conflicts - If there is any conflict or discrepancy between this Agreement and any other Agreement between Granite State and Operator with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control.

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

(Operator)

By: _____

Granite State Gas Transmission, Inc.

By: _____

OPERATIONAL BALANCING AGREEMENT
(For Use Pursuant to Rate Schedule LMS)
(Continued)

Exhibit A

Delivery Point(s)

Meter No.

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