

Distrigas Of Massachusetts Corporation: First Revised Volume No. 1  
Title Page : Superseded

FERC GAS TARIFF

FIRST REVISED VOLUME NO. 1

(Supersedes Original Volume No. 1)

of

DISTRIGAS OF MASSACHUSETTS CORPORATION

filed with

the

FEDERAL ENERGY REGULATORY COMMISSION

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**Twenty-Fourth Revised Sheet No. 3A** Twenty-Fourth Revised Sheet No. 3A : Superseded  
Superseding: Sheet Nos. 3A-27

THE FOLLOWING SHEETS ARE HEREBY CANCELLED AND RESERVED FOR  
FUTURE USE:

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**Second Revised Sheet No. 28** Second Revised Sheet No. 28 : Superseded  
Superseding: First Revised Sheet No. 28

RATE SCHEDULE BO-2  
BOIL-OFF GAS

1. Availability

This Rate Schedule is available to any Buyer who can receive boil-off gas directly from Distrigas of Massachusetts Corporation (Seller) upon the execution of a Service Agreement in the form contained in this Tariff.

2. Applicability and Character of Service

Seller purchases, terminals, and sells LNG, the importation of which has been authorized by the Federal Energy Regulatory Commission. In the course of such terminalling, Boil-off gas becomes available as vaporized LNG which is sold hereunder.

3. Rate

The applicable rate for service under this Rate Schedule shall be the lesser of (i) the effective commodity rate under Rate Schedule F-1 of Algonquin Gas Transmission Company's or a successor Rate Schedule for equivalent service by Algonquin, as in effect at the time for delivery of the boil-off gas subject to adjustment to reflect any refund associated with such Rate Schedule F-1 as required by final Commission order, or (ii) the actual cost to DOMAC of LNG in DOMAC's tanks at the time for delivery of the boil-off gas, such actual cost of LNG to be determined in accordance with the first in-first out method of inventory accounting.

Seller shall not file for authorization to change the applicable rate for service herein as set forth above without the prior written consent of Buyer. Such consent is not to be unreasonably withheld.

4. Determination of Deliveries

Determination of the quantities of gas actually delivered to Buyer under this Rate Schedule shall be in accordance with the Measurement provisions contained in Sections 3 and 4 of the General Terms and Conditions. The point of delivery to Buyer and conditions therefore shall be specified in the Service Agreement.



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**Third Revised Sheet No. 29** Third Revised Sheet No. 29 : Superseded  
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**Original Sheet No. 30** Original Sheet No. 30 : Superseded

RATE SCHEDULE SS-1

STORAGE SERVICE (No New Customers)

1. Availability

This Rate Schedule is available to customers having pre-existing storage service contacts who are buying liquefied natural gas (LNG) under GS Rate schedule(s) and have contracted for service under TS Rate Schedule(s) upon execution of a Service Agreement in the form contained in this Tariff.

2. Applicability and Character of Service

2.1 Facilities

In addition to LNG storage capacity necessary to permit Terminalling and Delivery Service under TS Rate Schedule(s), Seller has limited storage space available to permit Buyers to store LNG for redelivery on demand.

2.2 Quality

The Storage Service Quantity(s) to be provided under this Rate Schedule shall be specified in the service Agreement.

2.3 Priority of Service

Buyers under this Rate Schedule shall have storage input and withdrawal rights up to the Storage Service Quantity(s) specified in the Service Agreement.

2.4 Exemption from Proration and Allocation

LNG stored under this Rate Schedule shall be excluded for purposes of proration allocation of impaired deliveries.

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**Original Sheet No. 31** Original Sheet No. 31 : Superseded

RATE SCHEDULE SS-1  
(continued)

2.5 Storage of Other LNG Volumes

During any period of shortfall in deliveries reasonably permitting terminalling and Delivery Service under TS Rate Schedule(s), Seller shall terminal volumes of LNG other than Buyer's Terminalling Service Quantity delivered by ship, truck, or otherwise, for Buyer's account to Seller's Terminal and to place such volumes as requested to Buyer into Buyer's storage space in such Terminal.

Buyer shall have the right to transfer to its storage account, up to its Storage Service Quantity, any volumes of LNG to which Buyer is entitled in the tanks of Seller. Buyer agrees to hold Seller harmless against any claim of entitlement to such transferred LNG on the part of another customer of Seller. Buyer shall notify Seller whenever Buyer obtains an entitlement to LNG in Seller's tank not previously known to Seller and elects to transfer such LNG to Buyer's storage.

3. Rates

3.1 Monthly Storage Demand Charge

The demand charge for storage service shall be \$0.125 for each MMBtu of Storage Service Quantity(s) specified in the Service Agreement.

4. Minimum Bill

The minimum bill is the Storage Demand Charge times the Storage Service Quantity for each month specified in the Service Agreement. However, no minimum bill shall be payable for storage service not made available to Buyer on account of Seller's force majeure.

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**Original Sheet No. 32** Original Sheet No. 32 : Superseded

RATE SCHEDULE SS-1  
(continued)

5. Delivery Conditions

All LNG stored hereunder shall be delivered under the Service Agreement under Rate Schedule TS-1.

6. Determination of Deliveries

The quantities of LNG actually stored under this Rate Schedule shall no exceed the Storage Service Quality specified in the Service Agreement.

In the event that no cargos are unloaded at Seller's facilities in the preceding 30 days, the undelivered quantities of LNG shall be reduced by 0.04% per day representing the amount of LNG which boils off. This percentage shall be adjusted monthly to reflect actual measured boil-off gas. Revenue from such boil-off that occurs after 30 days shall be credited back to Buyer.

Delivered quantities shall be determined in accordance with the Measurement provisions contained in Sections 3, 4 and 5 of the General Terms and Conditions.

Buyer may transfer from time to time such portions of its pro rata share of each LNG cargo delivered to Seller's Terminal as it may elect to its storage space entitlement.

Buyer shall have the right to call for deliveries under Rate Schedule TS-1 by any appropriate method, subject to quantities specified in the Buyer's Service Agreement under this Rate Schedule, by which Buyer can receive liquefied (LNG) or vaporized LNG by giving notice according to the Notice provisions contained in Section 14 of the General Terms and Conditions.

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**Original Sheet No. 32A** Original Sheet No. 32A : Superseded

RATE SCHEDULE SS-1  
(continued)

7. General Terms and Conditions

The General Terms and Conditions are applicable to this Rate Schedule and are hereby made a part hereof, unless otherwise set forth herein or in the Service Agreement.

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**First Revised Sheet No. 33** First Revised Sheet No. 33 : Superseded  
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THE FOLLOWING SHEETS ARE HEREBY CANCELLED AND RESERVED FOR FUTURE  
USE:

Substitute Original Sheet No. 33

Substitute Original Sheet Nos. 33A-C

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**First Revised Sheet No. 34** First Revised Sheet No. 34 : Superseded  
Superseding: Original Sheet No. 34

GENERAL TERMS AND CONDITIONS

1. Definitions

The following terms, when used in this Tariff, or any other document referred hereto, are intended and used and shall be construed to have meanings as follows:

1.1 "Boil-Off" gas shall mean LNG vapor generated in Seller's Terminal as a natural consequence of its operation and capable of being captured, compressed, and sold by DOMAC.

1.2 "BTU" shall mean one (1) British Thermal Unit and is defined as the amount of heat required to raise the temperature of one (1) pound of water from fifty-nine degrees (59ø) to sixty degrees (60ø) Fahrenheit.

1.3 "Buyer" shall mean any purchaser of LNG from Seller.

1.4 "Buyer's Trucks" shall mean trucks under the control of Buyer or persons designated by Buyer and used to load LNG at Seller's terminal.

1.5 "End User" shall mean any customer or potential customer of DOMAC that purchases gas for its own use and does not resell as natural gas the LNG it purchases from DOMAC.

1.6 "Day" shall mean the period between 8:00 a.m. and 8:00 a.m. Eastern Time on successive days. Any reference to a date in this Tariff means the Day starting at 8:00 a.m. on such date.

1.7 "Gross Heating Value" when applied to vaporized LNG, shall mean the number of BTU's produced by combustion of one cubic foot of water-free vaporized LNG, measured at sixty degrees (60ø)

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**First Revised Sheet No. 35** First Revised Sheet No. 35 : Superseded  
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Fahrenheit and at a pressure of fourteen and seventy-three one hundredths (14.73) pounds per square inch absolute, with water-free air of the same temperature and pressure, when the products of combustion are cooled to sixty degrees (60ø) Fahrenheit at a pressure of fourteen and seventy-three one hundredths (14.73) pounds per square inch absolute and water formed by combustion is condensed to a liquid state.

1.8 "Interstate Pipeline Company" shall mean any company performing service subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act.

1.9 "Intrastate Pipeline Company" shall mean any company not performing transportation service subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act.

1.10 "Liquefied Natural Gas" or "LNG" shall mean natural gas at or below its boiling point and at or near atmospheric pressure.

1.11 "Local Distribution Company" or "LDC" shall mean any customer or potential customer of DOMAC that purchases LNG or natural gas and resells LNG or natural gas for final consumption.

1.12 "MCF" shall mean one thousand standard cubic feet of gas.

1.13 "MMBTU" shall mean the amount of LNG which when vaporized would produce one million (1,000,000) BTU when combusted under the conditions defined in 1.6 above.

1.14 "Month" shall mean a calendar month beginning at 8:00 a.m. Eastern Time on the first day of the calendar month and ending at 8:00 a.m. Eastern Time on the first day of the next succeeding calendar month.



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1.15 "Seller" shall mean Distrigas of Massachusetts Corporation ("DOMAC").

1.16 "SCF" shall mean one standard cubic foot of gas, which is the quantity of vaporized LNG necessary to fill one cubic foot of space at a temperature of sixty degrees (60ø) Fahrenheit and a pressure of fourteen and seventy-three one hundredths (14.73) pounds per square inch absolute.

1.17 "Terminal" shall mean the land, facilities and rights belonging to Distrigas of Massachusetts Corporation at Everett, Massachusetts for the receipt, storage, terminalling, vaporization and delivery of LNG.

1.18 "Transporting Pipelines" shall mean any third party transporting gas from vaporized LNG for or on behalf of Seller or Buyer.

## 2. Quality

### 2.1 Specifications of LNG to be Delivered

2.1.1 LNG delivered by Seller at its Terminal shall have a gross heating value and composition when vaporized conforming to the following specifications prior to odorization:

- a Gross Heating Value of between 950 and 1150 BTU per standard cubic foot

- constituent elements the percentage of which may vary within the following limits (in molecular percentage):

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Nitrogen (N2)	between	0	and	6.00
Methane (C1)	above			85.65
Ethane (C2)	between	0	and	12.00
Propane (C3)	between	0	and	3.00
Isobutane (ic4)	between	0	and	0.52
Normal butane (nC4)	between	0	and	0.70
Pentane and higher (C5+)	between	0	and	0.23

- an amount of H2S not exceeding 5.75 mg/Nm3
- an amount of mercaptan sulfur not exceeding
- an amount of total sulfur not exceeding 30 mg/Nm3.

2.1.2 Seller shall odorize all vaporized LNG Terminal at an average level of 0.5 lb. of odorant per thousand MMBTU. However, during any 30 minute period, odorization shall average no less than 0.25 lb. of odorant per thousand MMBTU and no more than 0.75 lb. of odorant per thousand MMBTU. The odorant to be used by Seller will be Captan 21 or other such odorant as may be agreed by Seller and the Boston Gas Company.

## 2.2 Determination of Gross Heating Value of Vaporized LNG

Seller shall continuously record the gross heating systems. A Cutler-Hammer calorimeter or equally per day so delivered shall be calculated by taking heating values in BTU's per standard cubic foot recorded on each day that vaporized LNG is delivered for Buyer's account, converted to a

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dry gas basis, and multiplied by the standard cubic feet of  
vaporized LNG and/or Boil-Off gas, respectively, to Buyer on  
each such day or on the basis of other equally accurate  
industry accepted methods.

2.3 Determination of Gross Heating Value of Liquid LNG

Seller shall obtain at least one sample of LNG  
each day delivery is made to any Buyer. The composition of  
each sample shall be determined by Seller by chromatographic  
analysis, and the BTU's per pound of LNG for each sample  
calculated by reference to the table below:

Component	Molecular Weight (Lb/Lbmol)	Gross Heating Value TU/pound)
Methane	16.042	23885.11
Ethane	30.068	22323.40
Propane	44.094	21663.58
Isobutane	58.120	21237.06
Normal Butane	58.120	21298.97
Nitrogen	28.016	0.00

The BTU's per pound of LNG shall be determined each  
day LNG is delivered to any Buyer or for any Buyer's account  
and shall be the weighted average of all samples taken that day  
from LNG flowing from each tank. If a sample or the results  
thereof are determined to be unsatisfactory in the reasonable  
judgment of Seller, the results of that sample will not be  
averaged in. Should such sample be the only sample taken that  
day, or if samples should not be taken for any reason, then  
the average BTU's per pound for that day shall be the most  
recent daily heating value reasonably satisfactory to Seller.

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**First Revised Sheet No. 39** First Revised Sheet No. 39 : Superseded  
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3. Measurement of Quantity of Vaporized LNG

Seller shall install, maintain and operate at its Terminal an orifice meter or meters or other instruments such as turbine meters and a specific gravity measuring instrument or instruments for measuring and recording the density of vaporized LNG sold by Seller. Such measuring equipment shall be installed and operated in accordance with the specifications of Report No. 3 of the Gas Measurement Committee or, if turbine meters are utilized, Report No. 7 of the Transmission Committee of the American Gas Association, as such reports are amended from time to time. The unit of volume for purposes of measurement shall be one standard cubic foot of gas. The measurement in standard cubic feet shall be made from operation of equipment as aforesaid and shall be converted to MMBTU's by use of the average heating value determined in accordance with Article 2.2. The calculations of the number of cubic feet delivered shall be made pursuant to the provisions of Report No. 3 of the Gas Measurement Committee or, if turbine meters are utilized, Report No. 7 of the Transmission Committee of the American Gas Association, as such reports are amended from time to time or other methods as mutually agreed upon.

4. Measurement of Quantity of Liquid LNG

4.1 Equipment

Seller shall install, maintain and operate at its Terminal truck scales for weighing LNG trucks. These scales shall be installed, maintained, operated and verified in accordance with the regulations of the Massachusetts Bureau of Weights and Measures.

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**First Revised Sheet No. 40** First Revised Sheet No. 40 : Superseded  
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4.2 Delivery to Buyer's Trucks

Where LNG is delivered at the Terminal to Buyer's trucks, the trucks shall be weighed immediately before and immediately after loading. The difference in the two weights expressed in pounds shall constitute the weight of LNG delivered.

The most recent BTU/SCF equivalent of LNG delivered to trucks shall be shown on each Bill of Lading.

4.3 Calculation of Quantity Delivered

The total BTU's delivered each day shall be calculated by multiplying the average BTU's per pound of LNG determined for each delivery day per provisions of Section 2.3 by the weight of LNG delivered during that day.

5. Verification of Measurement

5.1 Buyer's Right to Verify Quality or Quantity

Buyer shall have the right at its own expense to verify in any reasonable manner with its own facilities or by the use of independent persons or firms the measurements of quality or quantity of LNG specified in Sections 2, 3 and 4 hereof, and Seller shall cooperate fully with Buyer in any exercise of this right.

5.2 Access to Equipment and Records

Each party shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating or adjusting done in connection with the other's measuring deliveries of LNG hereunder. The records and charts from such measuring equipment shall remain the property of its owner, and retained accordance with regulations of authorities

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**First Revised Sheet No. 41** First Revised Sheet No. 41 : Superseded  
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having jurisdiction; but upon request either party shall submit  
to the other any such available records and charts, together with  
any calculations therefrom, for inspection and verification,  
subject to return within ten (10) days after receipt.

### 5.3 Failure of Meters

In the event a meter is out of service, or  
registering inaccurately, the volume of LNG delivered hereunder  
shall be estimated:

(a) By using the registration of any check meter or  
meters if installed and accurately registering, or in the absence  
thereof;

(b) By correcting the error, if such error is  
ascertainable by calibration, test or mathematical calculation;  
or

(c) In the absence of both (a) and (b) then by  
estimating the quantity of delivery by mutually agreed method.

### 5.4 Test of Meters

The accuracy of any measuring equipment for LNG,  
other than recording calorimeters, installed by either party  
shall be verified at reasonable intervals by the installing party  
upon notice given to the other party. Either party shall notify  
the other when it desires a special test of any measuring  
equipment other than recording calorimeters installed by either  
party, and the parties shall thereupon cooperate to secure a  
prompt verification of the accuracy of such equipment; provided  
that no party shall be required to verify the accuracy of its  
equipment more frequently than once in any 14-day period.  
Recording calorimeters shall be verified by the installing party  
not less than once per day at approximately the same hour each

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day while in use, and if requested, in the presence of  
representatives of the other party.

#### 5.5 Correction of Errors of Meters

If, upon test, any measuring equipment for measuring LNG, including recording calorimeters, is found to be in error by not more than two percent (2%), previous recordings of such equipment shall be considered accurate in computing deliveries hereunder but such equipment shall be adjusted at once to record correctly. If, upon test, measuring equipment shall be found to be inaccurate by an amount exceeding two percent (2%) at a recording corresponding to the average hourly rate of flow while recording for the period since the last preceding test, or if, upon test, a recording calorimeter shall be found to be inaccurate by an amount exceeding two percent (2%), any previous recordings of such equipment shall be corrected to zero error for any period which is definitely known or agreed upon by any Buyer affected or otherwise correction shall be made for a period equal to one-half of the time elapsed since the date of last test, not to exceed a correction period of 16 days.

#### 5.6 Preservation of Records

Each party shall preserve for a period of at least three (3) years all test data, charts, and other similar records relating to the equipment referred to in the preceding paragraphs of this Section 5.

### 6. Billing and Payment

6.1 Billing and Payment Dates. Unless otherwise agreed, each month, Seller shall render Buyer a statement for the preceding month, showing the total quantity of gas delivered at the Point(s) of Delivery. Payment shall be made to Seller

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within eleven (11) days after receipt of the statement from Seller. Subject to the provisions of Section 6.2 below, Buyer shall make such payment to Seller by wire transfer in immediately available funds to a depository designated by Seller. When the due date falls on a day that the designated depository is not open in the normal course of business to receive Buyer's payment, Buyer shall cause such payment to be made on the first business day on which the designated depository is open after such due date.

6.2 Payment Other Than Wire Transfer. In the event that Buyer is unable to make payment by wire transfer, then payment to Seller for services rendered hereunder during the preceding month shall be made within ten (10) days after receipt of the statement from Seller. Buyer shall cause payment for such bill to be actually received by Seller at its office in Boston, Massachusetts, on or before such due date. When the due date falls on a day that Seller's office is not open in the normal course of business to receive Buyer's payment, Buyer shall cause such payment to be actually received by Seller on or before the last business day on which Seller's office is open prior to such due date.

6.3 Audits and Billing Adjustments. Both parties hereto shall have the right at any and all reasonable times, after giving reasonable notice, to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to this Agreement. If any such examination reveals, or if either party discovers, any error or inaccuracy in its own or the other party's statements, payments, calculations or determinations, then adjustments and corrections shall be made as promptly as practicable thereafter, provided, however, that no adjustment or correction shall be made on or



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with respect to any error or inaccuracy which occurred more than  
three (3) years prior to the discovery thereof.

6.4 Suspension of Service for Non-Payment. Should Buyer fail to pay all of the amount of any bill for gas delivered hereunder, when such amount is due, Buyer shall pay Seller a late charge on the unpaid balance that shall accrue on each calendar day from the due date at a rate equal to two percent (2%) above the then-effective prime commercial lending rate per annum announced by The Chase Manhattan Bank (N.A.) at its principal office in New York City from time to time, provided that for any period that such late charge exceeds any applicable maximum rate permitted by law, the late charge shall equal said applicable maximum rate. The late charge provided for by this Section 6.4 shall be compounded monthly. If either principal or late charges are due, any payments thereafter received shall first be applied to the late charges due, then to the previously outstanding principal due and, lastly, to the most current principal due. If such failure to pay continues for thirty (30) days after payment is due, Seller may, without prejudice to any other rights and remedies available to Seller under the law and this Agreement, suspend further delivery of gas until such amount is paid; provided, however, that if Buyer in good faith shall dispute the amount of any such bill or parts thereof and shall pay to Seller such amounts as it concedes to be correct and at any time thereafter within thirty (30) days of a demand made by Seller shall furnish good and sufficient surety bond, guaranteeing payment to Seller of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts as may be the case, then Seller shall not be entitled to suspend further delivery of gas unless and until default is made in the conditions of such bond.

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FERC Docket: GT94- 26-000

**Fifth Revised Sheet No. 45** Fifth Revised Sheet No. 45 : Superseded  
Superseding: Fourth Revised Sheet No. 45

6.5 Adjustment of Overcharge and Undercharge. If it is found that at any time or times Buyer has been overcharged or undercharged in any form whatsoever under the provisions hereof as a result of an error in billing, then within thirty (30) days after the final determination thereof, Seller shall refund the amount of any such overcharge, and Buyer shall pay the amount of any such undercharge.

7. Warranty of Title and Possession of LNG

7.1 Warranty of Title.

Seller agrees that it will, and it hereby does, warrant that it will at the time of delivery have good title to all LNG delivered by it to Buyer free and clear of all liens, encumbrances and claims whatsoever, that it will at such times have good right and title to sell said LNG, that it will indemnify Buyer and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to title to said LNG.

7.2 Title and Control of LNG.

Unless otherwise agreed, as between Seller and Buyer, Seller shall be deemed to have title to and to be in control and possession of all LNG until it shall have been physically delivered to Buyer or for Buyer's account at the point or points of delivery.

7.3 Consequential Damages.

Neither party shall be liable for any indirect or consequential damages incurred by the other party in connection with the performance or failure to perform any LNG service available under this Tariff.

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FERC Docket: GT94- 26-000

**Substitute First Revised Sheet No. 46** Substitute First Revised Sheet No. 46 : Superseded  
Superseding: First Revised Sheet No. 46

8. Force Majeure and Remedies

8.1 If either Seller or Buyer is rendered unable, wholly or in part, by force majeure, to carry out its obligations hereunder, and if the party so affected gives notice and reasonably full particulars of such force majeure in writing or by telex or telecopy to the other party within a reasonable time after the force majeure event, then the party giving notice, as long as, so far as and to the extent that its obligations are affected by such force majeure, shall be exempt from its obligation to the other to that extent. Notwithstanding the foregoing, neither Buyer nor Seller shall be excused from obligations existing at the date of such notice of force majeure, including Buyer's obligation to pay sums owing, including sums owing for LNG delivered prior to such notice of force majeure. The cause of such inability shall insofar as possible be remedied within a reasonable time and performance resumed.

8.2 The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at Seller's Terminal, or the inability of Seller's system to deliver LNG, force majeure on or of any third party providing transportation service of gas or LNG for Seller for delivery to Buyer, acts of civil or military authority (including, but not limited to, courts or administrative or regulatory agencies), loss or lack of gas supply affecting Seller's ability to perform in whole or in part, and any other

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FERC Docket: GT94- 26-000

**First Revised Sheet No. 47** First Revised Sheet No. 47 : Superseded  
Superseding: Original Sheet No. 47

cause, whether of the kind enumerated herein or otherwise, not reasonably within the control of the party claiming force majeure; such term shall likewise include:

(a) in those instances where either party is required to obtain servitudes, rights of way, grants, permits or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, rights of way, grants, permits or licenses; and

(b) in those instances where either party is required to secure grants or permissions from any governmental agency to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, permits and permissions.

8.3 It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

#### 9. Waiver of Default

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

Effective Date: 12/31/1996 Status: Effective  
FERC Docket: RP97-207-000

**Second Revised Sheet No. 48** Second Revised Sheet No. 48 : Superseded  
Superseding: First Revised Sheet No. 48

GENERAL TERMS AND CONDITIONS  
(continued)

c. any essential industrial process or feedstock use below the essential industrial use requirements as defined in Section 402(d)(1) of the NGPA, 15 U.S.C. 3392(d)(1).

15.2.6 DOMAC will not exercise its rights under Section 15.2.5 until:

a. it has issued a notice of pro rata curtailment as to the volume to be curtailed on a pro rata basis;

b. it has requested and received certification from customer(s) of the extent that pro rata curtailment under Section 15.2.3 would cause curtailment of the uses listed in Section 15.2.5 or 24 hours has passed since DOMAC's request for certification without DOMAC's receipt of such certification; and

c. DOMAC issues notice of the change in the pro rata curtailment due to the notification(s) in Section 15.2.6(b).

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*FERC Docket: GT94- 26-000*

**First Revised Sheet No. 49** First Revised Sheet No. 49 : Superseded  
Superseding: Original Sheet No. 49  
personal delivery, directed to the persons and addresses agreed upon and shall be deemed to have been given on the date of their receipt.

14.2 Notice

The following notices and communications must be made by telephone or telefax to the address agreed upon, and confirmed by writing to the address agreed upon within twenty-four (24) hours following the telephone communication:

(a) Requests for delivery of LNG, including dispatch instructions, or variations in rate of delivery.

(b) Requests for delivery of LNG to Buyer's trucks.

(c) Notices of an emergency nature.

15. Curtailment.

15.1 Curtailment of Firm Service

15.1.1 Curtailment of deliverability from Seller's Terminal in the event of an operational problem that would preclude Seller's delivery of full firm contract entitlements for a period of time shall be as set forth in Section 15.1.3.

15.1.2 Curtailment of LNG in the event Seller's LNG supply is subject to an interruption or cessation that would preclude delivery of full firm contract entitlements for a period of time shall be as set forth in Section 15.1.3.

15.1.3 Curtailment under Sections 15.1.1 or 15.1.2 shall be made daily on a non-discriminatory pro rata basis among all of Seller's customers with firm contract entitlements during the period of curtailment.

*Effective Date: 12/17/1988 Status: Effective*  
*FERC Docket: GT94- 26-000*

**First Revised Sheet No. 50** First Revised Sheet No. 50 : Superseded  
Superseding: Original Sheet No. 50

15.1.4 To the extent possible, curtailed quantities will be reinstated by Seller to Buyer on a non-discriminatory basis as soon as possible during the applicable contractual service period.

15.1.5 Seller reserves the right, on an emergency basis and in a non-discriminatory manner consistent with Part 281 of the Commission's regulations (18 C.F.R. 281.103 et seq.), to modify pro rata curtailments to the extent required by Title IV of the Natural Gas Policy Act of 1978 ("NPGA") in order to avoid curtailment of:

a. high priority uses as defined by Section 401(f) (2) of the NGPA, 15 U.S.C. 3391(f) (2);

b. essential agricultural uses as defined by Section 401(f) (1) of the NGPA, 15 U.S.C. 3391(f) (1); or

c. any essential industrial process or feedstock use below the essential industrial use requirements as defined in Section 402(d) (1) of the NGPA, 15 U.S.C. 3392(d) (1).

15.1.6 DOMAC will not exercise its rights under Section 15.1.5 until:

a. it has issued a notice of pro rata curtailment as to the volume to be curtailed on pro rata basis;

b. it has requested and received a certification from customer(s) of the extent that pro rata curtailment under Section 15.1.3 would cause curtailment of the uses listed in Section 15.1.5 or 24 hours has passed since DOMAC's request for certification without DOMAC's receipt of such certification; and

c. DOMAC issues notice of the change in the pro rata curtailment due to the notification(s) in Section 15.1.6(b).

*Effective Date: 12/17/1988 Status: Effective*

*FERC Docket: GT94- 26-000*

**First Revised Sheet No. 51** First Revised Sheet No. 51 : Superseded  
Superseding: Original Sheet No. 51

15.2 Curtailment of Interruptible Service

15.2.1 Curtailment of deliverability from Seller's Terminal in the event of an operational problem that would preclude Seller's delivery of full interruptible contract entitlements for a period of time shall be as set forth in Section 15.2.3.

15.2.2 Curtailment of LNG in the event Seller's LNG supply is subject to an interruption or cessation that would preclude delivery of full interruptible entitlements for a period of time shall be as set forth in Section 15.2.3.

15.2.3 Curtailments under Sections 15.2.1 or 15.2.2 shall be made daily on a non-discriminatory pro rata basis on the basis of the highest contract prices among all of Seller's customers with interruptible contract entitlements during the period of curtailment being curtailed last.

15.2.4 To the extent possible, curtailed quantities will be reinstated by Seller to Buyer on a non-discriminatory basis as soon as possible during the applicable contractual service period.

15.2.5 Seller reserves the right, on an emergency basis and in a non-discriminatory manner consistent with Part 281 of the Commission's regulations (18 C.F.R. SS 281.103, et seq.), to modify pro rata curtailments to the extent required by Title IV of the Natural Gas Act of 1978 ("NGPA") in order to avoid curtailment of:

a. high priority uses as defined by Section 401(f) (2) of the NGPA, 15 U.S.C. 3391(f) (2);

b. essential agricultural uses as defined by Section 401(f) (1) of the NGPA, 15 U.S.C. 3391 (f) (1) ; or



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*FERC Docket: GT94- 26-000*

**Second Revised Sheet No. 52** Second Revised Sheet No. 52 : Superseded  
Superseding: First Revised Sheet No. 52

c. any essential industrial process or feedstock use below the essential industrial use requirements as defined in Section 402(d) (1) of the NGPA, 15 U.S.C. 3392(d) (1).

15.2.6 DOMAC will not exercise its rights under Section 15.2.5 until:

a. it has issued a notice of pro rata curtailment as to the volume to be curtailed on a pro rata basis;

b. it has requested and received certification from customer(s) of the extent that pro rata curtailment under Section 15.2.3 would cause curtailment of the uses listed in Section 15.2.5 or 24 hours has passed since DOMAC's request for certification without DOMAC's receipt of such certification; and

c. DOMAC issues notice of the change in the pro rata curtailment due to the notification(s) in Section 15.2.6(b).

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**Fourth Revised Sheet No. 53** Fourth Revised Sheet No. 53 : Superseded  
Superseding: Sheet Nos. 53-73

THE FOLLOWING SHEETS ARE HEREBY CANCELLED AND RESERVED FOR  
FUTURE USE:

Fourth Revised Sheet No. 54  
First Revised Sheet No. 54A  
Original Sheet Nos. 55-57  
Sheet Nos. 58-62  
Original Sheet Nos. 63-66  
Substitute Original Sheet Nos. 67-69  
Original Sheet Nos. 70-72  
Original Sheet Nos. 72A-K  
First Revised Sheet No. 73

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 74** Original Sheet No. 74 : Superseded

RATE SCHEDULE FVSS  
FIRM VAPOR SALES SERVICE

1.0 Availability.

1.1 This Rate Schedule is available to any Buyer which has executed a Firm Vapor Sales Service ("FVSS") Agreement with Distrigas of Massachusetts Corporation ("DOMAC") as Seller.

1.2 This Rate Schedule is available to any pipeline, local distribution company ("LDC"), or end-user as Buyer.

2.0 Applicability and Character of Service.

2.1 Gas Supply. Seller anticipates purchasing quantities of LNG from LNG supply sources, including Distrigas Corporation ("Distrigas") under Distrigas' Special Rate Schedule.

2.2 Character of Service. Seller will make available under this Rate Schedule LNG in vapor form in accordance with the Service Agreement.

2.3 LNG to be Terminalled and Delivered. All LNG purchased under this Rate Schedule will be terminalled and delivered under this Rate Schedule.

2.4 Quantity. The maximum daily quantity (MDQ) and maximum contract quantity shall be as negotiated between the Buyer and Seller, as specified in the Service Agreement.

2.5 Delivery. The point of delivery from Seller to Buyer will be at the point or points mutually agreed upon, as specified in the Service Agreement.

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FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 75-A** Substitute First Revised Sheet No. 75-A : Superseded  
Superseding: FIRST REVISED SHEET NO. 75-A

RATE SCHEDULE FVSS  
(continued)

charges under Tennessee's Rate Schedule NET for firm transportation from Wright, N.Y. to eastern Massachusetts.

(b) To the extent that a Call Payment may exceed the applicable Call Payment Cap by reason of a decrease in a component demand charge of said Cap, Seller will refund such excess with interest, if any, calculated pursuant to Section 154.67 (c) (2) (iii) of the Commission's Regulations, 18 C.F.R. Sections 154.67 (c) (2) (iii). The Call Payment Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any reservation or other charges for transportation incurred by Seller in making deliveries for or on behalf of Buyer under this Rate Schedule. The Call Payment Cap set forth in Subsection 3.1 (a) (2) hereof shall expire at such a time as the Call Payment Cap in Subsection 3.1 (a) (1) ceases to be effective.

3.2 Commodity Rate. (a) The commodity rate shall be as negotiated between Buyer and Seller. As to sales for resale in interstate commerce, the average Commodity Rate over the term of the Service Agreement will not exceed the average over such term of the Firm Commodity Cap as determined under Section 3.2(b). The Firm Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any transportation or other charges incurred by Seller in making deliveries for or on behalf of Buyer under this Rate Schedule.

(b) The Firm Commodity Cap shall be the sum of (i) the applicable Gas Price Index selected by Buyer and set forth in the Service Agreement, (ii) the Transportation Commodity Cost and (iii) the Call Payment Remainder. The Gas Price Index selected by Buyer for purposes of calculating the Firm Commodity Cap may be the Daily Gas Price Index, the Monthly Gas Price Index or the Annual Gas Price Index. If no Gas Price Index is set forth in the Service Agreement, the Monthly Gas Price Index shall be utilized in calculating the Firm Commodity Cap.

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FERC Docket: RP95-400-002

**Substitute Original Sheet No. 76-A** Substitute Original Sheet No. 76-A : Superseded  
Superseding: ORIGINAL SHEET NO. 76-A

RATE SCHEDULE FVSS  
(continued)

(iv) Transportation Commodity Cost: The higher of the total effective transportation commodity costs under (x) Texas Eastern's Rate Schedule FT-A for Zone ELA to Zone M-3, plus Algonquin's Rate Schedule AFT-1 (F-1/WS-1), or (y) Tennessee's Rate Schedule FT-A for Zone 1 to Zone 6, including, in each case, all charges and surcharges under such rate schedules payable on the basis of each MMBtu of gas delivered, plus the applicable amount of gas retained by the pipeline for fuel or losses, calculated at the applicable Gas Price Index set forth in the Service Agreement.

(v) Call Payment Reminder: The difference between the Call Payment Cap and the negotiated Call Payment, expressed on a per MMBtu basis, assuming that Buyer were to take delivery of the full contract quantity specified in the Service Agreement.

- 3.3 Delivery Adjustment. The rates in Sections 3.1 and 3.2 shall be increased if delivery is to be made at a point other than Seller's Terminal.
- 3.4 GRI Surcharges. The Rates set forth in Section 3.2 shall include the applicable GRI surcharges established by the Commission and in effect from time to time.
- 3.5 Excess Volumes. Any volumes in excess of the MDQ on a daily basis may be sold at a price to be negotiated between Buyer and Seller, but not to exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS.
- 4.0 Term.
  - 4.1 The term of the Service Agreement hereunder shall be as negotiated between the Buyer and Seller.
- 5.0 General Terms and Conditions.
  - 5.1 The general terms and conditions in DOMAC's FERC Tariff are applicable to this Rate Schedule and are hereby incorporated and made a part hereof, unless otherwise set forth herein or in the Service Agreements entered into hereunder.
- 6.0 Pregranted Abandonment.
  - 6.1 Upon termination or expiration of a service agreement under this Rate Schedule, the Service Agreement and the service provided

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*FERC Docket: GT94- 26-000*

**Substitute Original Sheet No. 77** Substitute Original Sheet No. 77 : Superseded

therein shall be deemed abandoned under the Natural Gas Act.

7.0 Incidental Fees.

7.1 Buyer shall pay any amounts charged by Seller to recoup any FERC filing or similar fees, incurred by Seller in rendering service hereunder.

8.0 Curtailment of Service.

8.1 Curtailment of service under this Rate Schedule will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Sellers FERC Gas Tariff, Second Revised Volume No. 1.

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FERC Docket: GT94- 26-000

**Original Sheet No. 78** Original Sheet No. 78 : Superseded

RATE SCHEDULE FLSS  
FIRM LIQUID SALES SERVICE

1.0 Availability.

1.1 This Rate Schedule is available to any Buyer which has executed a Firm Liquid Sales Service ("FLSS") Agreement with Distrigas of Massachusetts Corporation ("DOMAC") as Seller.

1.2 This Rate Schedule is available to any pipeline, local distribution company ("LDC"), or end-user as Buyer.

2.0 Applicability and Character of Service.

2.1 Gas Supply Seller anticipates purchasing quantities of LNG from LNG suppliers, including Distrigas Corporation ("Distrigas") under Distrigas' Special Rate Schedule.

2.2 Character of Service. Seller will make available under this Rate Schedule gas in liquid form in accordance with the Service Agreement.

2.3 LNG to be Terminalled and Delivered. All LNG purchased under this Rate Schedule will be terminalled and delivered under this Rate Schedule.

2.4 Quantity. The maximum daily quantity (MDQ) and maximum contract quantity shall be as negotiated between the Buyer and Seller, as specified in the Service.

2.5 Delivery. Delivery of LNG in liquid form may be arranged to take place at Seller's Terminal, at Buyer's facilities or as otherwise agreed by Buyer and Seller.

**Substitute First Revised Sheet No. 79** Substitute First Revised Sheet No. 79 : Superseded  
Superseding: FIRST REVISED SHEET NO. 79

RATE SCHEDULE FLSS  
(continued)

Buyer and Seller may negotiate an agreement whereby Seller will agree to fill Buyer's facilities to their capacity ("Liquid Storage Capacity") on or before November 15 (or other mutually agreed date) and to keep Buyer's facilities filled to a negotiated level of Buyer's Liquid Storage Capacity ("Daily Minimum Storage Quantity") during the peak shaving period (November 15 until March 15) to be negotiated with each buyer. Buyer and Seller may negotiate an agreement to keep the volume of liquid between the Daily Minimum Storage Quantity and a mutually agreed maximum quantity ("Daily Maximum Storage Quantity") for the service period established for each customer.

- 2.6 Vapor Option. Buyer and Seller may negotiate a vapor option under which, at Buyer's request, Seller shall on any given day attempt to deliver the LNG purchased by Buyer as vapor on an interruptible basis. The availability of the interruptible vapor option and related volumes shall be determined in Seller's sole discretion and judgment.
- 2.7 Excess Volumes. Seller, in its sole discretion and judgment, may make volumes in excess of MDQ available to Buyer on a daily basis.

3.0 Rate.

- 3.1 Call Payment. (a) A prepayment ("Call Payment") may be required in an amount to be negotiated between Buyer and Seller. As to sales hereunder for resale in interstate commerce, the Call Payment negotiated between Buyer and Seller will not exceed, on a unit basis, the Call Payment Cap. The Call Payment Cap shall be the sum of the firm transportation demand charges associated with the transportation of gas from western Canada to Buyer, consisting of: (i) the demand charges under NOVA's Rate Schedule FS for firm transportation within Alberta to a point of interconnection with TransCanada Pipeline Ltd. ("TransCanada") at Empress, Alberta; (ii) the demand charges under TransCanada's FS Toll Schedule for firm transportation from Empress to the U.S.-Canadian border at Iroquois, Ontario; (iii) the demand charges under Iroquois Gas Transmission Co., L.P.'s ("Iroquois") Rate Schedule RTS-1 for firm transportation from the border to Wright, N.Y.; and (iv) the demand charges for firm transportation from Wright, N.Y. to Buyer under Tennessee Gas Pipeline Company's ("Tennessee") Rate Schedule NET or Algonquin Gas Transmission Company's ("Algonquin") Rate Schedule AFT-2, or, if Buyer is not currently served by Canadian supplies delivered through the Iroquois system, then the demand charge component of this Subsection 3.1 (a) (iv) shall be the demand charges under Tennessee's Rate Schedule NET for firm transportation from Wright, N.Y. to eastern Massachusetts.



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**Substitute Original Sheet No. 80-A** Substitute Original Sheet No. 80-A : Superseded  
Superseding: ORIGINAL SHEET NO. 80-A

RATE SCHEDULE FLSS  
(continued)

(iii) Annual Gas Price Index: For any Contract Year (including any partial year), as specified in the Service Agreement, the average of the NYMEX Henry Hub price for the 12 months of that Contract Year, determined on the basis of the closing prices of the NYMEX natural gas contracts for each month of the Contract Year on the date specified in the Service Agreement.

(iv) Transportation Commodity Cost: The higher of the total effective transportation commodity costs under (x) Texas Eastern's Rate Schedule FT-A for Zone ELA to Zone M-3, plus Algonquin's Rate Schedule AFT-1 (F-1/WS-1), or (y) Tennessee's Rate Schedule FT-A for Zone 1 to Zone 6, including, in each case, all charges and surcharges under such rate schedules payable on the basis of each MMBtu of gas delivered, plus the applicable amount of gas retained by the pipeline for fuel or losses, calculated at the applicable Gas Price Index set forth in the Service Agreement.

(v) Call Payment Remainder: The difference between the Call Payment Cap and the negotiated Call Payment, expressed on a per MMBtu basis, assuming that Buyer were to take delivery of the full contract quantity specified in the Service Agreement.

- 3.3 Delivery Adjustment. The rates in Sections 3.1 and 3.2 shall be increased if delivery is to be made at a point other than at Seller's Terminal.
- 3.4 GRI Surcharges. The rate set forth in Section 3.2 shall include the applicable GRI surcharges established by the Commission and in effect from time to time.

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FERC Docket: RP95-400-000

**First Revised Sheet No. 80A** First Revised Sheet No. 80A : Superseded

Superseding: ORIGINAL SHEET NO. 80

(iii) Annual Gas Price Index: For any Contract Year (including any partial year), as specified in the Service Agreement, the average of the NYMEX Henry Hub price for the 12 months of that Contract Year, determined on the basis of the closing prices of the NYMEX natural gas contracts for each month of the Contract Year on the date specified in the Service Agreement.

(iv) Transportation Commodity Cost: The higher of the total effective transportation commodity costs under (x) Texas Eastern's Rate Schedule FT-A for Zone ELA to Zone M-3, plus Algonquin's Rate Schedule AFT-1 (F-1/WS-1), or (y) Tennessee's Rate Schedule FT-A for Zone 1 to Zone 6, including, in each case, all charges and surcharges under such rate schedules payable on the basis of each MMBtu of gas delivered, plus the applicable amount of gas retained by the pipeline for fuel or losses, calculated at the applicable Gas Price Index set forth in the Service Agreement.

(v) Call Payment Remainder: The difference between the Call Payment Cap and the negotiated Call Payment, expressed on a per MMBtu basis, assuming that Buyer were to take delivery of the full contract quantity specified in the Service Agreement.

- 3.3 Delivery Adjustment. The rates in Sections 3.1 and 3.2 shall be increased if delivery is to be made at a point other than at Seller's Terminal.
- 3.4 GRI Surcharges. The rate set forth in Section 3.2 shall include the applicable GRI surcharges established by the Commission and in effect from time to time.

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FERC Docket: GT94- 26-000

**Substitute Original Sheet No. 81** Substitute Original Sheet No. 81 : Superseded

3.5 Excess Volumes. Any volumes of liquid or vapor in excess of the MDQ may be sold on a daily basis at a price negotiated between Buyer and Seller, but not to exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS.

4.0 Term.

4.1 The term of the Service Agreements hereunder shall be as negotiated between the Buyer and Seller.

5.0 General Terms and Conditions.

5.1 The general terms and conditions in Seller's FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated and made a part hereof, unless otherwise set forth herein or in the Service Agreements entered into hereunder.

6.0 Pregranted Abandonment.

6.1 Upon termination or expiration of a service agreement under this Rate Schedule, the Service Agreement and the service provided therein shall be deemed abandoned under the Natural Gas Act.

7.0 Incidental Fees.

7.1 Buyer shall pay any amounts charged by Seller to recoup any FERC filing or similar fees, incurred by Seller in rendering service hereunder.

8.0 Curtailment of Service.

8.1 Curtailment of service under this Rate Schedule will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 82** Original Sheet No. 82 : Superseded

RATE SCHEDULE FCSS  
FIRM COMBINATION SALES SERVICE

1.0 Availability.

1.1 This Rate Schedule is available to any Buyer which has executed a Firm Combination Sales Service ("FCSS") Agreement with Distrigas of Massachusetts Corporation ("DOMAC") as Seller.

1.2 This Rate Schedule is available to any pipeline, local distribution company ("LDC"), or end-user as Buyer.

2.0 Applicability and Character of Service.

2.1 Gas Supply. Seller anticipates purchasing quantities of LNG from LNG suppliers, including Distrigas Corporation ("Distrigas") under Distrigas' Special Rate Schedule.

2.2 Character of Service. Seller will make available under this Rate Schedule quantities of LNG in either liquid or vapor form in accordance with the Service Agreement.

2.3 LNG to be Terminalled and Delivered. All LNG purchased under this Rate Schedule will be terminalled and delivered under this Rate Schedule.

2.4 Quantity. The maximum daily quantity (MDQ) and annual contract quantity shall be as negotiated between the Buyer and Seller, as specified in the Service Agreement.

2.5 Delivery. The point of delivery from Seller to Buyer will be at the point or points mutually agreed upon, as specified in the Service Agreement.

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FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 83** Substitute First Revised Sheet No. 83 : Superseded  
Superseding: FIRST REVISED SHEET NO. 83

RATE SCHEDULE FCSS  
(continued)

- 2.6 Excess Volume. Seller, in its sole discretion and judgment, may make volumes in excess of MDQ available to Buyer on a daily basis.
- 3.0 Rate.
  - 3.1 Call Payment. A prepayment ("Call Payment") may be required, in an amount to be negotiated between Buyer and Seller. As to sales hereunder for resale in interstate commerce, the Call Payment negotiated between Buyer and Seller will not exceed the Call Payment Cap prescribed in Section 3.1(a) of Seller's Rate Schedules FVSS and FLSS. To the extent that a Call Payment exceeds the applicable Call Payment Cap, Seller will refund such excess with interest, if any, calculated pursuant to Section 154.67(c)(2)(iii) of the Commission's Regulations, 18 C.F.R. Section 154.67(c)(2)(iii). The Call Payment Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any reservation or other charges for transportation incurred by the Seller in making deliveries for or on behalf of Buyer under this Rate Schedule.
  - 3.2 Commodity Rate. The commodity rate shall be as negotiated between Buyer and Seller. As to sales hereunder for resale in interstate commerce, the average Commodity Rate over the term of the Service Agreement will not exceed the average over such term of the Firm Commodity Cap prescribed in Section 3.2(b) of Seller's Rate Schedules FVSS and FLSS. The Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any transportation or other charges incurred by Seller making deliveries under this Rate Schedule.
  - 3.3 Delivery Adjustment. The rate(s) in Sections 3.1 and 3.2 shall be increased if delivery is to be made at a point other than Seller's Terminal.

*Effective Date: 12/17/1988 Status: Effective*  
*FERC Docket: GT94- 26-000*

**Substitute Original Sheet No. 84** Substitute Original Sheet No. 84 : Superseded

3.4 GRI Surcharges. The rates set forth in Section 3.2 shall include the applicable GRI Surcharges established by the Commission and in effect from time to time.

3.5 Excess Volumes. Any volumes in excess of the MDQ on a daily basis may be sold at a price to be negotiated between Buyer and Seller, but not to exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS.

4.0 Term.

4.1 The term of the Service Agreements hereunder shall be as negotiated between the Buyer and Seller.

5.0 General Terms and Conditions.

5.1 The general terms and conditions in Seller's FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated and made a part hereof, unless otherwise set forth herein or in the Service Agreements entered into hereunder.

6.0 Pregranted Abandonment.

6.1 Upon termination or expiration of a service agreement under this Rate Schedule, the service agreement and the service provided herein shall be deemed abandoned under the Natural Gas Act.

7.0 Incidental Fees.

7.1 Buyer shall pay any amount charged by Seller to recoup any FERC filing or similar fees, incurred by Seller in rendering service hereunder.

*Effective Date: 12/17/1988 Status: Effective*

*FERC Docket: GT94- 26-000*

**Original Sheet No. 85** Original Sheet No. 85 : Superseded

8.0 Curtailment of Service.

8.1 Curtailment of service under this Rate Schedule will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 86** Original Sheet No. 86 : Superseded

RATE SCHEDULE ISS  
INTERRUPTIBLE SALES SERVICE

1.0 Availability.

1.1 This Rate Schedule is available to any Buyer which has executed an Interruptible Sales Service ("ISS") Agreement with Distrigas of Massachusetts Corporation ("DOMAC") as Seller.

1.2 This Rate Schedule is available to any pipeline, local distribution company ("LDC"), or end-user as Buyer.

2.0 Applicability and Character of Service.

2.1 Gas Supply. Seller anticipates purchasing quantities of LNG from LNG suppliers, including Distrigas Corporation ("Distrigas") under Distrigas' Special Rate Schedule.

2.2 Character of Service. Seller will make available under this Rate Schedule gas in either liquid or vapor form in accordance with the Service Agreement.

2.3 LNG to be Terminalled and Delivered. All LNG purchased under this Rate Schedule will be terminalled and delivered under this Rate Schedule.

2.4 Quantity. The quantity shall be as negotiated between the Buyer and Seller, as specified in the Service Agreement.

2.5 Delivery. The point of delivery from Seller to Buyer will be at the point or points mutually agreed upon, as specified in the Service Agreement.



Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 87** Substitute First Revised Sheet No. 87 : Superseded  
Superseding: FIRST REVISED SHEET NO. 87

RATE SCHEDULE ISS  
(continued)

- 2.6 Other Terms. All other terms of ISS service will be as negotiated between the Buyer and Seller, as specified in the Service Agreement.
- 3.0 Rate.
  - 3.1 Commodity Rate. The rate for ISS service shall be as negotiated between Buyer and Seller, as specified in the Service Agreement. As to sales for resale in interstate commerce, the Commodity Rate for interruptible sales service will not exceed the unit rate calculated at 100 percent load factor using the applicable Call Payment Cap and Firm Commodity Cap (based the Daily Price Index) under Rate Schedules FVSS and FLSS (Interruptible Commodity Cap). The Interruptible Commodity Cap under this Section applies to the price of LNG sold hereunder calculated at the tailgate of Seller's Everett terminal and does not include any transportation or other charges incurred by Seller in making deliveries for or on behalf of Buyer under this Rate Schedule.
  - 3.2 Delivery Adjustment. The rate in Section 3.1 shall be increased if delivery is to be made at a point other than Seller's Terminal.
  - 3.3 GRI Surcharge. The rate set forth in Section 3.1 shall include the applicable GRI Surcharge established by the Commission and in effect from time to time.
- 4.0 Term.
  - 4.1 The term of the Service Agreement hereunder shall be as negotiated between the Buyer and Seller.

*Effective Date: 12/17/1988 Status: Effective*  
*FERC Docket: GT94- 26-000*

**Substitute Original Sheet No. 88** Substitute Original Sheet No. 88 : Superseded

5.0 General Terms and Conditions.

5.1 The general terms and conditions in Seller's FERC Gas Tariff are applicable to this Rate Schedule and are hereby incorporated and made a part hereof, unless otherwise set forth herein or in the Service Agreements entered into hereunder.

6.0 Pregranted Abandonment.

6.1 Upon termination or expiration of a service agreement under this Rate Schedule, the Service Agreement and the service provided therein shall be deemed abandoned under the Natural Gas Act.

7.0 Incidental Fees.

7.1 Buyer shall pay any amount charged by Seller to recoup any FERC filing or similar fees incurred by Seller in rendering service hereunder.

8.0 Curtailment of Service.

8.1 Curtailment of service under this Rate Schedule will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 89** Original Sheet No. 89 : Superseded

SERVICE AGREEMENT FOR

FIRM VAPOR SERVICE

[Form to be used for service under FVSS  
Rate Schedule with additional supplemental  
provisions which may be negotiated  
set forth in brackets]

THIS AGREEMENT, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
199\_\_, made and entered into by and between DISTRIGAS OF  
MASSACHUSETTS CORPORATION, a Delaware corporation, (hereinafter  
called "Seller") and \_\_\_\_\_, (hereinafter called  
"Buyer");

WITNESSETH

WHEREAS, Seller owns and operates a Liquefied Natural Gas  
("LNG") Terminal in Everett, Massachusetts and is engaged in the  
purchase, terminalling, and sale of LNG; and

WHEREAS, Buyer desires to purchase LNG services from Seller;

WHEREAS, Seller has made or will make transportation  
arrangements with third-party transporters ("Transporting  
Pipelines") for transportation of vaporized LNG.

NOW, THEREFORE, in consideration of the covenants and  
agreements herein contained, together with other good and  
valuable consideration, the receipt and sufficiency of which is  
hereby mutually acknowledged,

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 90** Original Sheet No. 90 : Superseded

Seller and Buyer do mutually covenant and agree as follows:

ARTICLE I  
QUANTITY

1.1 Seller agrees to sell and Buyer agrees to purchase, subject to the terms and delivery conditions hereinafter set forth, up to \_\_\_\_\_ MMBtu of vaporized LNG on a daily basis ("Maximum Daily Quantity" or "MDQ") [with a total quantity during the term of this Agreement not to exceed \_\_\_\_\_ MMBtu.

1.2 When requested by Buyer, Seller in its sole discretion and judgment will attempt to provide quantities of natural gas in excess of the amount of firm service described in Section 1.1 on an interruptible basis.

1.3 Buyer shall provide to Seller, by \_\_\_\_\_, 199\_\_, to be updated by the first of each month, a schedule showing the estimated quantities of LNG to be taken in each month during the term of this Agreement. Amounts of LNG shall be stated on a basis of MMBtu per month. The schedule to be provided under this section shall not be binding on Buyer but rather shall serve as a guide to aid Seller in planning deliveries of LNG.

ARTICLE II  
POINT(S) OF DELIVERY

2.1 The Point(s) of Delivery hereunder shall be at the points described on Exhibit "A" attached hereto and incorporated herein.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 91** Original Sheet No. 91 : Superseded

ARTICLE III  
QUALITY

3.1 The quality of the gas delivered hereunder shall be in accordance with the specifications contained in the General Terms and Conditions of the FERC Tariff(s) of the Transporting Pipeline(s) making deliveries of gas to the Point(s) of Delivery.

ARTICLE IV  
DISPATCHING

4.1 Buyer and Seller recognize that transportation of gas from Seller's facilities to Buyer's facilities will require the services of one or more Transporting Pipelines. Buyer will provide information to Seller at a time set by Seller in order to be able to meet the nomination deadlines of any of the respective Transporting Pipeline(s).

4.2 Seller will make arrangements with the Transporting Pipeline(s) to effectuate delivery at the Point(s) of Delivery hereunder.

4.3 Seller and Buyer agree that for any day on which Buyer desires to purchase gas, Buyer shall nominate to Seller's designated representative such quantities of gas as Buyer desires to purchase hereunder at least \_\_\_\_\_ prior to the nomination deadline(s) established by Transporting Pipeline (s).

4.4 If Buyer fails to nominate pursuant to the procedures of Section 4.3 above, Buyer waives its rights to firm service for that day. However, to the extent practicable, Seller will use its best efforts to accommodate any request for service by Buyer not timely made in accordance with Section 4.3.

Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 92** Substitute First Revised Sheet No. 92 : Superseded  
Superseding: FIRST REVISED SHEET NO. 92

SERVICE AGREEMENT FOR  
FIRM VAPOR SERVICE  
(continued)  
ARTICLE V  
PRICE

- 5.1 Buyer shall make a non-refundable payment to Seller of \$ \_\_\_\_\_ ("Call Payment"), for firm vapor service for the quantity of LNG set forth in Article I hereunder. The Call Payment pursuant to this Section 5.1 shall be made to Seller in the following manner: As to the sales hereunder for resale in interstate commerce, the Call Payment negotiated between Buyer and Seller will not exceed the Call Payment Cap prescribed in Section 3.1 of Seller's Rate Schedule FVSS. To the extent that a Call Payment may exceed the applicable Call Payment Cap, Seller will refund such excess with interest, if any, calculated pursuant to Section 154.67(c)(2)(iii) of the Commission's Regulations, 18 C.F.R. Section 154.67(c)(2)(iii). The Call Payment Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any reservation or other charges for transportation incurred by Seller in making deliveries for or on behalf of Buyer under this Agreement.
- 5.2 For each MMBtu delivered to Buyer, Buyer will pay Seller a Commodity Rate of \$ \_\_\_\_\_ per MmBtu of LNG delivered in vapor form. As to sales for resale in interstate commerce, the Commodity Rate over the term of this Agreement will not exceed the average over such term of the Firm Commodity Cap prescribed in Section 3.2 of Seller's Rate Schedule FVSS. The Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any transportation or other charges incurred by Seller in making deliveries for or on behalf of Buyer under this Agreement. For purposes of determining the Firm Commodity Cap under this Section 5.2, the Gas Price Index utilized shall be \_\_\_\_\_.
- 5.3 The rates set forth in Section 5.2 shall include the applicable GRI Surcharge established by the Commission and in effect from time to time.

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 93** Original Sheet No. 93 : Superseded

5.4 Excess volumes sold hereunder shall be sold at a price to be negotiated between Buyer and Seller, but not to exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS.

ARTICLE VI  
METERING AND MEASUREMENT

6.1 The metering and measurement of the gas delivered hereunder shall be in accordance with the specifications contained in the General Terms and Conditions of the FERC Gas Tariff(s) of the Transporting Pipeline(s) making deliveries at the Point(s) of Delivery hereunder.

ARTICLE VII  
GOVERNMENTAL REGULATIONS

7.1 This Agreement is subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VIII  
GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of Seller's FERC Tariff are incorporated herein for all purposes.

ARTICLE IX  
TERM

9.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on \_\_\_\_\_, 199\_\_, and shall remain in effect until \_\_\_\_\_, 199\_\_.

Effective Date: 06/01/1997 Status: Effective

FERC Docket: GT97- 29-001

**Substitute Second Revised Sheet No. 94** Substitute Second Revised Sheet No. 94 : Superseded

Superseding: Second Revised Sheet No. 94

INDEX OF CUSTOMERS

Type of Customer Service	Rate Schedule	Date of Initial Sale	Scheduled Contract Termination	MDQ (MMBtu)
Boston Gas Company Sales	FLSS	4/14/89	6/14/98	30,000
South Jersey Gas Company Sales	FLSS	11/1/90	10/31/00	5,250
City of Norwich Department of Public Utilities Sales	FLSS	6/1/95	5/31/00	3,600
Fitchburg Gas & Electric Light Company Sales	FLSS	11/1/96	10/31/97	7,200
Colonial Gas Company Sales	FLSS	11/1/97	10/31/97	8,100
Greenville Utilities Commission Sales	FLSS	11/1/97	10/31/97	3,600
Valley Gas Company Sales	FLSS	11/1/97	10/31/97	3,600
Fall River Gas Company Sales	FLSS	11/1/97	10/31/97	3,600
EnergyNorth Natural Gas, Inc. Sales	FLSS	11/1/97	10/31/97	5,400
Sprague Energy Corp. Sales	FLSS	11/1/97	10/31/01	1,700
Southern Connecticut Gas Company Sales	FCSS	11/1/92	10/31/02	2,500
Middleborough Gas & Electric Department Sales	FCSS	6/1/93	5/31/99	500
Commonwealth Gas Company Sales	FCSS	11/1/95	10/31/97	5,000
EnergyNorth Natural Gas, Inc. Sales	FCSS	11/1/95	10/31/05	8,000
Bay State Gas Company Sales	FCSS	11/1/95	10/31/98	20,000
Valley Gas Company Sales	FCSS	11/1/95	10/31/05	5,300
City of Holyoke Gas & Electric Department Sales	FCSS	11/20/95	10/31/05	2,000
Essex County Gas Company Sales	FCSS	11/1/96	10/31/98	4,000
Middleborough Gas & Electric Department Sales	FCSS	1/1/96	12/31/99	500
Colonial Gas Company Sales	FCSS	11/1/96	10/31/97	4,000
Colonial Gas Company Sales	FCSS	11/1/96	10/31/00	6,000
Bay State Gas Company Sales	FCSS	11/1/96	10/31/97	5,000
Fall River Gas Company Sales	FCSS	11/1/96	10/31/97	8,000
New Jersey Natural Gas Company Sales	FCSS	11/1/96	10/31/97	8,000
Commonwealth Gas Company Sales	FCSS	11/1/96	9/30/97	25,000
Boston Gas Company Sales	FVSS	12/17/88	12/17/98	3,300
North Attleboro Gas Company Sales	FVSS	7/11/94	6/30/99	336
XENERGY Inc. Sales	FVSS	11/1/95	10/31/97	1,000
XENERGY Inc. Sales	FVSS	11/1/96	10/31/97	1,800
Aquila Energy Marketing Corporation Sales	FVSS	11/1/96	10/31/97	5,000



Eastern Energy Marketing, Inc. Sales	FVSS	11/1/96	10/31/97	980
Berkshire Gas Company Sales	FVSS	1/1/97	10/31/97	2,400
Berkshire Gas Company Sales	FVSS	1/1/97	12/31/98	3,150
Fall River Gas Company Sales	FVSS	11/1/96	10/31/97	3,000
EnergyNorth Natural Gas, Inc. Sales	FVSS	11/1/96	10/31/97	2,000
XENERGY Inc. Sales	FVSS	12/1/96	11/30/97	1,000
EnergyExpress, Inc. Sales	Fvss	5/1/97	4/30/98	2,000
Boston Gas Company Storage	SS-1	12/16/88	12/15/98	30,000

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Substitute Original Sheet No. 95** Substitute Original Sheet No. 95 : Superseded

Conditions of Seller's FERC Gas Tariff, Second Revised Volume  
No. 1.

ARTICLE XIII  
CURTAILMENT

13.1 Curtailment of service under this Agreement will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XIV  
NOTICES

14.1 Except as otherwise provided, all notices, requests, demands, statements, or bills provided for in this Agreement, or any notice which either party desires to give to the other, shall be in writing, delivered in person or by United States Mail, and shall be considered duly delivered upon receipt at the addresses below or at such other addresses as may be hereafter furnished by one party to the other in writing:

Seller            Distrigas of Massachusetts  
(payments)      Corporation  
                  P. O. Box 3309  
                  Boston, MA 02241

Seller            Mr. Joseph A. Teves  
(other)            President  
                  Distrigas of Massachusetts Corporation  
                  Two Oliver Street, 9th Floor Boston, MA 02109

Buyer            \_\_\_\_\_  
                  \_\_\_\_\_  
                  \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Substitute Original Sheet No. 96** Substitute Original Sheet No. 96 : Superseded

ARTICLE XV  
ASSIGNMENT

15.1 This Agreement shall be freely assignable to any affiliate of a party hereto and may be assigned to any third party upon prior consent of the other party hereto, such consent not to be unreasonably withheld. For purposes of this Article XV, affiliate shall mean any entity which controls, is controlled by, or is under common control with, a party.

15.2 This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the respective parties, and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement in several counterparts by their respective duly authorized officers as of the day and year first above written.

ATTEST:

SELLER

DISTRIGAS OF MASSACHUSETTS  
CORPORATION

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

BUYER

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 97** Original Sheet No. 97 : Superseded

EXHIBIT "A"  
DELIVERY POINTS

Service Agreement between DISTRIGAS OF MASSACHUSETTS CORPORATION ("Seller") and \_\_\_\_\_ ("Buyer") dated \_\_\_\_\_, 199\_\_.

Points of Delivery:

[1. The point(s) of interconnection between Buyer's facilities and the facilities of \_\_\_\_\_ at \_\_\_\_\_.]

[2. The point(s) of interconnection between Seller's facilities and the facilities of \_\_\_\_\_ at \_\_\_\_\_.]

SELLER BUYER  
DISTRIGAS OF MASSACHUSETTS CORPORATION \_\_\_\_\_  
CORPORATION \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 98** Original Sheet No. 98 : Superseded

SERVICE AGREEMENT FOR

FIRM LIQUID SERVICE

[Form to be used for service under FLSS  
Rate Schedule with additional supplemental  
provisions which may be negotiated  
set forth in brackets]

THIS AGREEMENT, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
19\_\_, made and entered into by and between DISTRIGAS OF  
MASSACHUSETTS CORPORATION, a Delaware corporation, (hereinafter  
called "Seller") and \_\_\_\_\_, (hereinafter called  
"Buyer");

WITNESSETH

WHEREAS, Seller owns and operates a Liquefied Natural Gas  
("LNG") Terminal in Everett, Massachusetts and is engaged in the  
purchase, terminalling, and sale of LNG; and

WHEREAS, Buyer desires to purchase LNG services from Seller;

NOW, THEREFORE, in consideration of the covenants and  
agreements herein contained, together with other good and  
valuable consideration, the receipt and sufficiency of which is  
hereby mutually acknowledged, Seller and Buyer do mutually  
covenant and agree as follows:

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 99** Original Sheet No. 99 : Superseded

ARTICLE I  
QUANTITY

1.1 Seller agrees to sell and Buyer agrees to purchase, subject to the terms and delivery conditions hereinafter set forth, a Maximum Daily Quantity (MDQ) of LNG in liquid form up to \_\_\_\_\_ truckloads per day (approximately \_\_\_\_\_ MMBtu) [with a total quantity during the term of this Agreement not to exceed \_\_\_\_\_ MMBtu], plus any additional quantities required to fill a final truck to capacity.

1.2 At Buyer's request, Seller, in its sole discretion and judgment, will on any given day attempt to deliver the LNG purchased hereunder as vapor, on an interruptible basis, in quantities up to \_\_\_\_\_ MMBtu per day, subject also to the availability of transportation on Transporting Pipelines.

1.3 When requested by Buyer, Seller, in its sole discretion and judgment, will attempt to provide quantities of natural gas in excess of the amount of firm service described in Section 1.1 on an interruptible basis.

1.4 Buyer shall provide to Seller, by \_\_\_\_\_, 199\_\_, to be updated the first of each month, a schedule showing the estimated quantities of LNG to be taken in each month during the term of this Agreement. Amounts of LNG shall be stated on a basis of MMBtu of vapor and MMBtu of liquid per month. The schedule to be provided under this section shall not be binding on Buyer but rather shall serve as a guide to aid Seller in planning deliveries of LNG.

ARTICLE II  
POINT(S) OF DELIVERY

2.1 The Point(s) of Delivery for LNG sold hereunder shall be at the points described on Exhibit "A" attached hereto and incorporated herein.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 100** Original Sheet No. 100 : Superseded

ARTICLE III  
QUALITY

3.1 The quality of the LNG delivered in liquid form shall be in accordance with the specifications contained in the General Terms and Conditions of Seller's FERC Tariff. (For vapor deliveries, the quality specifications shall be as contained in the FERC Tariff(s) of the Transporting Pipeline(s) making deliveries of gas to the Point(s) of Delivery.)

ARTICLE IV  
DELIVERY CONDITIONS

4.1 Liquid Delivery Conditions. Subject to receipt of forty-eight (48) hours' notice from Buyer, Seller shall deliver under the following conditions:

4.1.1 Trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following conditions:

- (a) Minimum capacity of 6,000 gallons.
- (b) Maximum pressure at time of loading of 15 psig.
- (c) Precooled to at least 240°F.

(d) Previous cargo shall have been LNG, or documentation shall be provided certifying that inert purge followed by precooling with LNG has been carried out.

(e) Safe operating conditions, including the requirements of all applicable Federal, state and local laws and regulations. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 101** Original Sheet No. 101 : Superseded

Seller's sole option, Seller may make available to Buyer additional LNG for use in cool down, which LNG will be sold to Buyer at the price provided in Article V.

4.1.2 Seller shall use its best efforts to deliver LNG on less than forty-eight (48) hours' notice upon request of Buyer.

4.2 Vapor Delivery Conditions. Buyer and Seller recognize that transportation of LNG sold as vapor from Seller's facilities to Buyer's facilities will require the services of one or more Transporting Pipelines. In the event interruptible volumes are requested and made available hereunder, Buyer will provide information to Seller at a time set by Seller in order to be able to meet the nomination deadlines of any of the Transporting Pipelines.

ARTICLE V  
PRICE

5.1 Buyer shall make a non-refundable payment to Seller of \$\_\_\_\_\_ ("Call Payment"), for firm liquid service for the quantity of LNG set forth in Article I hereunder. The Call Payment shall not exceed the Call Payment Cap prescribed in Section 3.1 of Seller's Rate Schedule FLSS. To the extent that a Call Payment exceeds the applicable Call Payment Cap, Seller will refund such excess with interest, if any, calculated pursuant to Section 154.67(c) (2) (iii) of the Commission's Regulations, 18 C.F.R. 154.67(c) (2) (iii). The Call Payment Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any reservation or other charges for transportation incurred by Seller in making deliveries for or on behalf of Buyer under this Agreement.

5.2 For each MMBtu delivered to Buyer, Buyer will pay Seller a commodity rate of \$\_\_\_\_\_ per MMBtu of LNG delivered in liquid form [, and an amount of \$\_\_\_\_\_



Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 102** Substitute First Revised Sheet No. 102 : Superseded  
Superseding: FIRST REVISED SHEET NO. 102

SERVICE AGREEMENT FOR  
FIRM LIQUID SERVICE  
(continued)

per MMBtu of LNG delivered in vapor form]. As to sales for resale in interstate commerce, the average Commodity Rate over the term of this Agreement will not exceed the average over such term of the Firm Commodity Cap prescribed in Section 3.2 of Seller's Rate Schedule FLSS. The Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett terminal and does not include any transportation or other charges incurred by Seller in making deliveries for or on behalf of Buyer under this Agreement. For purposes of determining the Firm Commodity Cap under this Section 5.2, the Gas Price Index utilized shall be

- 
- 5.3 The rates set forth in Section 5.2 shall include the applicable GRI surcharge established by the Commission and in effect from time to time.
- 5.4 Excess volumes sold hereunder shall be sold at a price to be negotiated between Buyer and Seller, but not to exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS.

ARTICLE VI  
METERING AND MEASUREMENT

- 6.1 The metering and measurement of the LNG delivered hereunder in liquid form shall be in accordance with the specifications contained in the General Terms and Conditions of Seller's FERC Tariff. The metering and measurement of the LNG delivered hereunder in vapor form shall be in accordance with specifications of the FERC Gas Tariff(s) of the Transporting Pipeline(s) making deliveries at the Points of Delivery hereunder.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Substitute Original Sheet No. 103** Substitute Original Sheet No. 103 : Superseded

ARTICLE VIII  
GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of Seller's FERC Tariff are incorporated herein for all purposes.

ARTICLE IX  
TERM

9.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on \_\_\_\_\_, 199\_\_, and shall remain in effect until \_\_\_\_\_, 199\_\_.

9.2 Buyer and Seller mutually agree and covenant to one another that upon termination or expiration under this Article IX, this Agreement and the service herein provided shall be deemed abandoned for all purposes under the Natural Gas Act.

ARTICLE X  
FILING FEES

10.1 Seller shall charge Buyer an amount to recoup any FERC filing or similar fees, which Seller incurs in rendering service hereunder.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Substitute Original Sheet No. 104** Substitute Original Sheet No. 104 : Superseded

ARTICLE XI  
FORCE MAJEURE AND REMEDIES

11.1 Force Majeure and Remedies under this Agreement shall be governed by Section 8 of the General Terms and Conditions of Sellers FERC Gas Tariff, Second Revised Volume No. 1.

[11.2 Force Majeure Failure of Seller

If Seller, due to force majeure, is unable to deliver on one or more days the quantity of natural gas requested by Buyer, and as to which Buyer has made a Call Payment, then for each day of the period of such force majeure Seller shall refund to Buyer a pro rata amount of the Call Payment determined by multiplying the percentage of Buyer's MDQ not delivered on each day times the pro rated daily value of the Call Payment.]

ARTICLE XII  
BILLING AND PAYMENT

12.1 Billing and Payment under this Agreement shall be governed by Section 6 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XIII  
CURTAILMENT

13.1 Curtailment of service under this Agreement will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XIV  
NOTICES

14.1 Except as otherwise provided, all notices, requests, demands, statements, or bills provided for in this Agreement, or any notice which either party desires to give to the other, shall be in writing, delivered in person, by delivery service or by United States Mail, and shall be considered duly delivered upon

Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 105** Substitute First Revised Sheet No. 105 : Superseded  
Superseding: FIRST REVISED SHEET NO. 105

SERVICE AGREEMENT FOR  
FIRM LIQUID SERVICE  
(continued)

receipt at the address below or at such other address as  
may be hereafter furnished by one party to the other in  
writing:

Seller                   Distrigas of Massachusetts  
                          Corporation  
(payments)            P. O. Box 3309  
                          Boston, MA 02241

Seller                   Mr. Joseph A. Teves  
(other)                 President  
                          Distrigas of Massachusetts  
                          Corporation  
                          200 State Street  
                          Boston, MA 02109

Buyer                   \_\_\_\_\_

ARTICLE XV  
ASSIGNMENT

- 15.1 This Agreement shall be freely assignable to any affiliate of a party hereto and may be assigned to any third party upon prior consent of the other party hereto, such consent not to be unreasonably withheld. For purposes of this Article XV, affiliate shall mean any entity which controls, is controlled by, or is under common control with, a party.
- 15.2 This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the respective parties, and their respective assigns and successors in interest.

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 106** Original Sheet No. 106 : Superseded

IN WITNESS WHEREOF, the parties have executed this Agreement in several counterparts by their respective duly authorized officers as of the day and year first above written.

ATTEST: SELLER

DISTRIGAS OF MASSACHUSETTS CORPORATION

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

BUYER

\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 107** Original Sheet No. 107 : Superseded

EXHIBIT "A"  
DELIVERY POINTS

Service Agreement between DISTRIGAS OF MASSACHUSETTS CORPORATION ("Seller") and \_\_\_\_\_ ("Buyer") dated \_\_\_\_\_, 19\_\_.

Points of Delivery:

[(1) For firm [and interruptible] liquid sales, at the truck loading flange of Seller's Everett Marine LNG terminal.]

[(2) For firm [and interruptible] liquid sales, at the unloading flange of Buyer's facilities.]

[(3) For interruptible vapor sales, at the point of interconnection between Buyer's facilities and \_\_\_\_\_.]

SELLER BUYER  
DISTRIGAS OF MASSACHUSETTS CORPORATION \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

*Effective Date: 12/17/1988 Status: Effective*

*FERC Docket: GT94- 26-000*

**Original Sheet No. 108** Original Sheet No. 108 : Superseded

SERVICE AGREEMENT

(FIRM COMBINATION SALES SERVICE)

No Firm Combination Sales Service Agreement is provided as DOMAC and interested customers will negotiate such Agreements based on the terms of the Firm Vapor Sales Service and Firm Liquid Sales Service Agreements accompanying Rate Schedules FVSS and FLSS.

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 109** Original Sheet No. 109 : Superseded

SERVICE AGREEMENT FOR  
INTERRUPTIBLE VAPOR SERVICE

[Form to be used for service under ISS  
Rate Schedule with additional supplemental  
provisions which may be negotiated  
set forth in brackets]

THIS AGREEMENT, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
199\_\_, made and entered into by and between DISTRIGAS OF  
MASSACHUSETTS CORPORATION, a Delaware corporation, (hereinafter  
called "Seller") and \_\_\_\_\_, (hereinafter called  
"Buyer");

WITNESSETH

WHEREAS, Seller owns and operates a Liquefied Natural Gas  
("LNG") Terminal in Everett, Massachusetts and is engaged in the  
purchase, terminalling, and sale of LNG; and

WHEREAS, Buyer desires to purchase LNG services from Seller;

WHEREAS, Seller has made or will make transportation  
arrangements with third-party transporters ("Transporting  
Pipelines") for transportation of vaporized LNG.

NOW, THEREFORE, in consideration of the covenants and  
agreements herein contained, together with other good and  
valuable consideration, the receipt and sufficiency of which  
is hereby mutually acknowledged, Seller and Buyer do mutually  
covenant and agree as follows:



Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 110** Original Sheet No. 110 : Superseded

ARTICLE I  
QUANTITY

1.1 Seller agrees to sell and Buyer agrees to purchase, on an interruptible basis, under the terms and delivery conditions hereinafter set forth, up to \_\_\_\_\_ MMBtu of vaporized LNG per day ("Maximum Daily Quantity," or "MDQ") [with a total quantity during the term of this Agreement not to exceed \_\_\_\_\_ MMBtu].

1.2 Buyer shall provide to Seller by \_\_\_\_\_, 199\_\_, to be updated the first of each month, a schedule showing the quantities of LNG to be taken in each month during the term of this Agreement. Amounts of LNG shall be stated on a basis of MMBtu per month. The schedule to be provided under this section shall not be binding on Buyer but rather shall serve as a guide to aid Seller in planning deliveries of LNG.

ARTICLE II  
POINT(S) OF DELIVERY

2.1 The Point(s) of Delivery of vaporized LNG hereunder shall be at the points described on Exhibit "A" attached hereto and incorporated herein.

ARTICLE III  
QUALITY

3.1 The quality of the gas delivered hereunder shall be in accordance with the specifications contained in the General Terms and Conditions of the FERC Tariff(s) of the Transporting Pipeline(s) making deliveries at the Point(s) of Delivery.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 111** Original Sheet No. 111 : Superseded

ARTICLE IV  
DELIVERY CONDITIONS

4.1 Buyer and Seller recognize that transportation of LNG sold as vapor from Seller's facilities to Buyer's facilities will require the services of one or more "Transporting Pipelines." Accordingly, to receive service hereunder, Buyer will provide information to Seller at a time set by Seller in order to be able to meet the nomination deadlines of any of the Transporting Pipelines.

ARTICLE V  
PRICE

5.1 For each MMBtu of LNG delivered to Buyer, Buyer will pay Seller a commodity rate of \$ \_\_\_\_\_ per MmBtu. As to sales for resale in interstate commerce, the commodity rate for interruptible sales service will not exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS. The Commodity Cap under this Section applies to the price of LNG sold hereunder calculated at the tailgate of Seller's Everett terminal and does not include any transportation or other charges incurred by Seller in making deliveries for or on behalf of Buyer under this Agreement.

5.2 The rates set forth in Section 5.1 shall include the applicable GRI Surcharge as established by the Commission and in effect from time to time.

ARTICLE VI  
METERING AND MEASUREMENT

6.1 The metering and measurement of the LNG delivered hereunder shall be in accordance with the

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 112** Original Sheet No. 112 : Superseded

specifications contained in the General Terms and Conditions of the FERC Gas Tariff(s) of the Transporting Pipeline(s) making deliveries at the Points of Delivery hereunder.

ARTICLE VII  
GOVERNMENTAL REGULATIONS

7.1 This Agreement is subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VIII  
GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of Seller's FERC Tariff are incorporated herein for all purposes.

ARTICLE IX  
TERM

9.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on \_\_\_\_\_, 199\_\_, and shall remain in effect until \_\_\_\_\_, 199\_\_.

9.2 Buyer and Seller mutually agree and covenant to one another that upon termination or expiration under this Article IX, this Agreement and the service herein provided shall be deemed abandoned for all purposes under the Natural Gas Act.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Substitute Original Sheet No. 113** Substitute Original Sheet No. 113 : Superseded

ARTICLE X  
FILING FEES

10.1 Seller shall charge Buyer an amount to recoup any FERC filing or similar fees, which Seller incurs in rendering service hereunder.

ARTICLE XI  
FORCE MAJEURE AND REMEDIES

1.1 Force Majeure and Remedies under this Agreement shall be Governed by Section 8 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XII  
BILLING AND PAYMENT

12.1 Billing and Payment under this Agreement shall be governed by Section 6 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XIII  
CURTAILMENT

13.1 Curtailment of service under this Agreement will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XIV

Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 114** Substitute First Revised Sheet No. 114 : Superseded  
Superseding: FIRST REVISED SHEET NO. 114

SERVICE AGREEMENT FOR  
INTERRUPTIBLE VAPOR SERVICE  
(continued)

NOTICES

14.1 Except as otherwise provided, all notices, requests, demands, statements, or bills provided for in this Agreement, or any notice which either party desires to give to the other, shall be in writing, delivered in person, by delivery service or by United States Mail, and shall be considered duly delivered upon receipt at the addresses below or at such other addresses as may be hereafter furnished by one party to the other in writing:

Seller                    Distrigas of Massachusetts  
                                 Corporation  
(payments)                P. O. Box 3309  
                                 Boston, MA 02241

Seller                    Mr. Joseph A. Teves  
(other)                    President  
                                 Distrigas of Massachusetts  
                                 Corporation  
                                 200 State Street  
                                 Boston, MA 02109

Buyer                    \_\_\_\_\_  
                                 \_\_\_\_\_  
                                 \_\_\_\_\_

ARTICLE XV  
ASSIGNMENT

15.1 This Agreement shall be freely assignable to any affiliate of a party hereto and may be assigned to any third party upon prior consent of the other party hereto, such consent not to be unreasonably withheld. For purposes of this Article XV, affiliate shall mean any entity which controls, is controlled by, or is under common control with, a party.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 115** Original Sheet No. 115 : Superseded

15.2 This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the respective parties, and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement in several counterparts by their respective duly authorized officers as of the day and year first above written.

ATTEST:

SELLER

DISTRIGAS OF MASSACHUSETTS  
CORPORATION

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

BUYER

\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

Original Sheet No. 116 Original Sheet No. 116 : Superseded

EXHIBIT "A"  
DELIVERY POINTS

Service Agreement between DISTRIGAS OF MASSACHUSETTS CORPORATION ("Seller") and \_\_\_\_\_ ("Buyer") dated \_\_\_\_\_, 199\_\_.

Points of Delivery:

[(1) At the point of interconnection between Buyer's facilities and the facilities of \_\_\_\_\_ at \_\_\_\_\_.]

[(2) At the point of interconnection between Seller's Terminal and the facilities of \_\_\_\_\_ at \_\_\_\_\_.]

SELLER BUYER  
DISTRIGAS OF MASSACHUSETTS CORPORATION \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 117** Original Sheet No. 117 : Superseded

SERVICE AGREEMENT FOR  
INTERRUPTIBLE LIQUID SERVICE

[Form to be used for service under ISS  
Rate Schedule with additional supplemental  
provisions which may be negotiated  
set forth in brackets]

THIS AGREEMENT, DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 199\_\_\_\_,  
made and entered into by and between DISTRIGAS OF MASSACHUSETTS  
CORPORATION, a Delaware corporation, (hereinafter called "Seller")  
and \_\_\_\_\_, (hereinafter called "Buyer");

WITNESSETH

WHEREAS, Seller owns and operates a Liquefied Natural Gas  
("LNG") Terminal in Everett, Massachusetts and is engaged in the  
purchase, terminalling, and sale of LNG; and

WHEREAS, Buyer desires to purchase LNG services from Seller;

NOW, THEREFORE, in consideration of the covenants and  
agreements herein contained, together with other good and  
valuable consideration, the receipt and sufficiency of which is  
hereby mutually acknowledged, Seller and Buyer do mutually  
covenant and agree as follows:

ARTICLE I  
QUANTITY

1.1 Seller agrees to sell and Buyer agrees to purchase, on an  
interruptible basis, subject to the terms and delivery conditions  
hereinafter set forth a quantity



Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 118** Original Sheet No. 118 : Superseded

of LNG in liquid form up to \_\_\_\_\_ truckloads per day (approximately \_\_\_\_\_ MmBtu) [with a total quantity not to exceed \_\_\_\_\_ MMBtu], plus any additional quantities required to fill a final truck to capacity. The availability of interruptible liquid volumes will be determined in Seller's sole discretion and judgment.

1.2 Buyer shall provide to Seller by \_\_\_\_\_, 199\_\_\_\_, to be updated the first of each month, a schedule showing the quantities of LNG to be taken in each month during the term of this Agreement. Amounts of LNG shall be stated on a basis of MMBtu per month. The schedule to be provided under this section shall not be binding on Buyer but rather shall serve as a guide to aid Seller in planning deliveries of LNG.

ARTICLE II  
POINT(S) OF DELIVERY

2.1 The Point(s) of Delivery for LNG sold hereunder shall be at the point(s) described on Exhibit "A" attached hereto and incorporated herein.

ARTICLE III  
QUALITY

3.1 The quality of the LNG delivered hereunder shall be in accordance with the specifications contained in the General Terms and Conditions of Seller's FERC Tariff.

ARTICLE IV  
DELIVERY CONDITIONS

4.1 Liquid Delivery Conditions. At such times as LNG may be available for delivery hereunder, and subject to receipt of forty-eight (48) hours' notice from Buyer, Seller shall deliver only under the following conditions:

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 119** Original Sheet No. 119 : Superseded

4.1.1 Trucks or trailers arriving at Seller's Terminal to receive LNG shall comply with the following conditions:

- (a) Minimum capacity of 6,000 gallons.
- (b) Maximum pressure at time of loading of 15 psig.
- (c) Precooled to at least 240øF.

(d) Previous cargo shall have been LNG, or documentation shall be provided certifying that inert purge followed by precooling with LNG has been carried out.

(e) Safe operating conditions, including the requirements of all applicable Federal, state and local laws and regulations. Seller has the right to refuse to load any trucks or trailers not meeting all of the above conditions. At Seller's option, Seller may make available to Buyer additional LNG for use in cool down, which LNG will be sold to Buyer at the price provided in Article V.

4.1.2 Seller at its sole discretion may deliver LNG on less than forty-eight (48) hours' notice upon request of Buyer.

ARTICLE V  
PRICE

5.1 For each MMBtu of LNG delivered to Buyer, Buyer will pay Seller a commodity rate of \$ \_\_\_\_\_ per MMBtu. As to sales for resale in interstate commerce, the commodity rate for interruptible sales service will not exceed the Interruptible Commodity Cap prescribed in Section 3.1 of Seller's Rate Schedule ISS. The Commodity Cap under this Section applies to the price of LNG calculated at the tailgate of Seller's Everett

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 120** Original Sheet No. 120 : Superseded

terminal and does not include any transportation or other charges incurred by Seller in making deliveries under this Agreement.

5.2 The rates set forth in Section 5.1 shall include the applicable GRI surcharge established by the Commission and in effect from time to time.

ARTICLE VI  
METERING AND MEASUREMENT

6.1 The metering and measurement of the LNG delivered hereunder in liquid form shall be in accordance with the specifications contained in the General Terms and Conditions of Seller's FERC Tariff.

ARTICLE VII  
GOVERNMENTAL REGULATIONS

7.1 This Agreement is subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

ARTICLE VIII  
GENERAL TERMS AND CONDITIONS

8.1 The General Terms and Conditions of Seller's FERC Tariff are incorporated herein for all purposes.

ARTICLE IX  
TERM

9.1 Subject to any requisite governmental authorizations, this Agreement shall take effect on \_\_\_\_\_, 199\_\_, and shall remain in effect until \_\_\_\_\_, 199\_\_.

*Effective Date: 12/17/1988 Status: Effective*  
*FERC Docket: GT94- 26-000*

**Original Sheet No. 121** Original Sheet No. 121 : Superseded

9.2 Buyer and Seller mutually agree and covenant to one another that upon termination or expiration under this Article IX, this Agreement and the service herein provided shall be deemed abandoned for all purposes under the Natural Gas Act.

ARTICLE X  
FILING FEES

10.1 Seller shall charge Buyer an amount to recoup any filing or similar fees, which Seller incurs in rendering service hereunder.

ARTICLE XI  
FORCE MAJEURE AND REMEDIES

11.1 Force Majeure and Remedies under this Agreement shall be Governed by Section 8 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XII  
BILLING AND PAYMENT

12.1 Billing and Payment under this Agreement shall be governed by Section 6 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

ARTICLE XIII  
CURTAILMENT

13.1 Curtailment of service under this Agreement will be governed by the curtailment plan set out at Section 15 of the General Terms and Conditions of Seller's FERC Gas Tariff, Second Revised Volume No. 1.

Effective Date: 09/01/1995 Status: Effective  
FERC Docket: RP95-400-002

**Substitute First Revised Sheet No. 122** Substitute First Revised Sheet No. 122 : Superseded  
Superseding: FIRST REVISED SHEET NO. 122

SERVICE AGREEMENT FOR  
INTERRUPTIBLE LIQUID SERVICE  
(continued)

ARTICLE XIV  
NOTICES

14.1 Except as otherwise provided, all notices, requests, demands, statements, or bills provided for in this Agreement, or any notice which either party desires to give to the other, shall be in writing, delivered in person, by delivery service or by United States Mail, and shall be considered duly delivered upon receipt at the addresses below or at such other addresses as may be hereafter furnished by one party to the other in writing:

Seller (payments) Distrigas of Massachusetts Corporation  
P. O. Box 3309  
Boston, MA 02241

Seller (other) Mr. Joseph A. Teves  
President  
Distrigas of Massachusetts Corporation  
200 State Street, Boston, MA 02109

Buyer \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ARTICLE XV  
ASSIGNMENT

15.1 This Agreement shall be freely assignable to any affiliate of a party hereto and may be assigned to any third party upon prior consent of the other party hereto, such consent not to be unreasonably withheld. For purposes of this Article XV, affiliate shall mean any entity which controls, is controlled by, or is under common control with, a party.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 123** Original Sheet No. 123 : Superseded

15.2 This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the respective parties, and their respective assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Agreement in several counterparts by their respective duly authorized officers as of the day and year first above written.

ATTEST:

SELLER

DISTRIGAS OF MASSACHUSETTS  
CORPORATION

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

BUYER  
\_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 124** Original Sheet No. 124 : Superseded

EXHIBIT "A"  
DELIVERY POINTS

Service Agreement between DISTRIGAS OF MASSACHUSETTS CORPORATION ("Seller") and \_\_\_\_\_ ("Buyer") dated \_\_\_\_\_, 199\_\_.

Points of Delivery:

[(1) For interruptible liquid sales, at the truck loading flange of Seller's Everett Marine LNG terminal.]

[(2) For firm [and interruptible] liquid sales, at the unloading flange of Buyer's facilities.]

SELLER BUYER  
DISTRIGAS OF MASSACHUSETTS CORPORATION \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Its \_\_\_\_\_ Its \_\_\_\_\_

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 125** Original Sheet No. 125 : Superseded

STORAGE SERVICE AGREEMENT

THIS AGREEMENT, is made as of the 17th day of December, 1988, by and between Distrigas of Massachusetts Corporation ("DOMAC" or "Seller") and the Boston Gas Company ("Boston Gas" or "Buyer").

WITNESSETH

1. Scope of Contract.

DOMAC agrees to provide and Boston Gas agrees to pay for storage service under the terms hereof and of DOMAC's Rate Schedule SS, as the same may be amended or superseded from time to time.

2. Quantity.

(a) Storage Service Quantity:

1,000,000 MMBtu, subject to Section 2(c).

(b) Maximum Daily Storage Callout:

Boston Gas shall be entitled to vaporization of LNG from storage quantities, if any, in an amount equal to 100,000 MmBtu per day, less the quantity of LNG actually taken on any day under any firm LNG sales contract for the sale of vapor between Boston Gas and DOMAC. DOMAC will not charge for such vaporization of storage quantities; however, DOMAC shall retain for its own account fuel used in the vaporization process, equal to two (2) percent of the quantity vaporized. In addition, Boston Gas shall be entitled to remove LNG in liquid form from its storage entitlement of LNG in quantities of LNG equivalent to 37 trucks per day.



Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 126** Original Sheet No. 126 : Superseded

STORAGE SERVICE AGREEMENT  
(continued)

(c) Interruption of Storage Service Quantity:

DOMAC shall have the right to interrupt or otherwise reduce the quantity of LNG in storage under this Agreement only under the following circumstances:

(1) When a loaded LNG vessel departs Arzew, Algeria for DOMAC's facilities at Everett, Massachusetts, or when any LNG vessel due to deliver LNG to Everett is within ten (10) days of Everett, DOMAC shall give notice to Boston Gas of such event; and

(2) Upon receipt by Boston Gas of such notice and upon request of DOMAC, Boston Gas shall release LNG to DOMAC for sale in quantities sufficient to reduce the quantity of LNG in storage to permit the full unloading of the LNG vessel.

(3) Force Majeure as defined in DOMAC's FERC Gas Tariff.

(d) If LNG storage quantities are reduced pursuant to Section 2(c), DOMAC agrees to replace, when the cargo in Section 2(c)(1) is unloaded, quantities of LNG equivalent to those released in accordance with Section, 2(c)(2).

3. Delivery Conditions.

a. Quantities:

Maximum Daily Vapor Callout Quantity: 100,000  
MMBtu (subject to Section 2(b) above)

Maximum Daily Truck Loadings: 37 Trucks  
(equivalent to 30,000 MMBtu, more or less)

Effective Date: 12/17/1988 Status: Effective

FERC Docket: GT94- 26-000

**Original Sheet No. 127** Original Sheet No. 127 : Superseded

STORAGE SERVICE AGREEMENT  
(continued)

b. Vapor Delivery Conditions:

DOMAC shall deliver vaporized and odorized LNG at a pressure adequate to enter Boston Gas' line but not exceeding 200 p.s.i.g., and at a temperature of between 40°F and 100°F. Boston Gas shall give DOMAC at least one (1) hour notice of a call out for vapor delivery, provided, however, that in the event DOMAC's vaporizing system requires cool-down, DOMAC shall have at least six (6) hours following such notice in which to commence deliveries. Vapor delivery shall be measured as provided in Section 3 of the General Terms and Conditions of DOMAC's FERC Gas Tariff.

c. LNG Delivery Conditions:

Trucks arriving at DOMAC's Terminal to receive LNG shall comply with the following conditions:

- 1) Minimum capacity of 6000 gallons;
- 2) Maximum pressure at time of loading of 15 p.s.i.g.;
- 3) Precooled to at least -240°F;
- 4) Previous cargo shall have been LNG or documentation shall be provided certifying that inert purge followed by precooling with LNG has been carried out; and
- 5) Safe operating conditions, including all applicable federal, state and local laws and regulations.

DOMAC has the right to refuse to load any trucks not meeting all of the above conditions, or with Boston Gas' approval, to charge Boston Gas, at cost, for preparing Boston Gas' trucks to meet such conditions.

Effective Date: 12/17/1988 Status: Effective  
FERC Docket: GT94- 26-000

**Original Sheet No. 128** Original Sheet No. 128 : Superseded

STORAGE SERVICE AGREEMENT  
(continued)

4. Points of Delivery.

The point or points at which vaporized LNG is to be delivered by DOMAC to Boston Gas hereunder shall be at the receiving pipe flange of Boston Gas' system at the existing point of interconnection at DOMAC's Everett facility or such other point(s) as Boston Gas and DOMAC may mutually agree.

The point at which LNG by truck is to be delivered by DOMAC to Boston Gas hereunder shall be the flange of DOMAC's truck loading lines. Boston Gas and DOMAC shall mutually agree upon other methods or points of delivery.

5. Rate.

Boston Gas shall pay DOMAC the rate of \$0.160 per MMBtu per month of Storage Service Quantity.

6. Boil-Off.

Boil-off associated with Boston Gas' storage quantities shall be subject to the terms of a separate Service Agreement between DOMAC and Boston Gas.

7. Storage Input.

a. In the event of a supply interruption affecting LNG supplies at DOMAC's Everett LNG terminal, DOMAC agrees to receive volumes of LNG delivered by truck for Boston Gas' account at DOMAC's terminal and to place such volumes as requested by Boston Gas into Boston Gas' available storage space.

b. Maximum Daily Truck Unloadings: 12 trucks (equivalent to 9,700 MMBtu, more or less) for each of DOMAC's two tanks, with a maximum of 24 trucks per day (equivalent of 19,400 MMBtu, more or less) if both tanks are available for use in

*Effective Date: 12/17/1988 Status: Effective*

*FERC Docket: GT94- 26-000*

**Original Sheet No. 129** Original Sheet No. 129 : Superseded

unloading. Upon request by Boston Gas, DOMAC shall use reasonable efforts, if feasible, to receive additional truck unloadings.

c. LNG Unloading Conditions: Trucks arriving at DOMAC's terminal to unload LNG shall comply with the following conditions:

1) Minimum capacity of 6000 gallons.

2) Maximum pressure at time of unloading of 15 p.s.i.g..

3) Safe operating conditions, including compliance with all applicable federal, state and local laws and regulations.

4) DOMAC has the right to refuse to unload any trucks not meeting all of the above conditions.

9. Contract Subject to Regulation.

This Agreement, and the Tariff to which it refers and of which it is part, and the respective obligations of the parties hereunder and under such Tariff, are subject to valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction.

10. General Terms and Conditions.

The General Terms and Conditions of DOMAC's FERC Gas Tariff are incorporated herein.

11. Term.

This Agreement shall become effective upon acceptance by DOMAC of FERC authorization of the service provided hereunder (the Effective Date) and shall continue for a term of ten (10) years. Unless

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this Agreement is extended by mutual agreement of the parties, Boston Gas shall be deemed to have consented to pregranted abandonment of such storage service upon the expiration of the initial ten year term of this Agreement.

12. Miscellaneous.

No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a new Service Agreement.

13. Notices.

Unless otherwise provided herein, each notice, request, demand and other communication hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, mail, telex, telecopier or facsimile machine as follows:

If to Seller:

Distrigas of Massachusetts Corporation  
Two Oliver Street  
Boston, MA 02109  
ATTN: President

If to Buyer:

Boston Gas Company  
One Beacon Street  
Boston, MA 02108  
ATTN: Vice-President of Gas Supply and  
Production

until changed by either party by written notice.

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STORAGE SERVICE AGREEMENT  
(continued)

12. Assignment.

This Agreement shall be assignable to any affiliate of a party hereto upon prior consent of the other party hereto, such consent not to be unreasonably withheld. Such assignment shall not relieve the assignor of its obligations hereunder. For purposes of this Section 12, affiliate shall mean any entity which controls, is controlled by, or is under common control with, a party.

This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the respective parties, and their respective assigns and successors in interests.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their officers hereunto duly authorized as of the date first above written.

ATTEST:                      DISTRIGAS OF MASSACHUSETTS  
   CORPORATION

\_\_\_\_\_                      By: /s/ Joseph A. Teves  
   Title: President

ATTEST:                      BOSTON GAS COMPANY

\_\_\_\_\_                      By: /s/ Anthony J. DiGiovanni  
   Title: Senior Vice President  
   of Operations

*Effective Date: 12/17/1988 Status: Effective*  
*FERC Docket: GT94- 26-000*

**Original Sheet No. 132** Original Sheet No. 132 : Superseded

AMENDMENT TO STORAGE SERVICE AGREEMENT

This amendment is made as of the 22nd day of November, 1989 by and between Distrigas of Massachusetts Corporation ("DOMAC") and Boston Gas Company ("Boston Gas") to amend that certain storage agreement dated December 17, 1988 between DOMAC and Boston Gas as provided for herein.

WITNESSETH

WHEREAS, DOMAC and Boston Gas entered into a Storage Service Agreement on December 17, 1988, which Agreement has been filed with the Federal Energy Regulatory Commission ("FERC") by DOMAC as DOMAC's Storage Service Rate Schedule and included as part of its FERC Gas Tariff, First Revised Volume No. 1, to govern the provision of storage service for Boston Gas; and

WHEREAS, the FERC has not accepted the agreed-to rate for storage service set forth in the Storage Service Agreement and has ordered that DOMAC file a tariff sheet reflecting "the existing Rate Schedule SS-1 rate of 12.5 cents per MMBtu for its storage service under Rate Schedule SS"; and

WHEREAS, DOMAC and Boston Gas desire to comply with the FERC's Orders pending review of same, including FERC action on the joint motion for rehearing filed by DOMAC and Boston Gas of the FERC's August 1, 1989 Letter Order rejecting the agreed-to rate of 16 cents under the Storage Service Agreement;

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**Original Sheet No. 133** Original Sheet No. 133 : Superseded

NOW, THEREFORE, in consideration of the covenants herein contained, DOMAC and Boston Gas hereby mutually covenant and agree to amend the Storage Service Agreement as follows:

1. Section 5, "Rate" is hereby amended to read as follows:

5. Rate. Boston Gas shall pay DOMAC the rate of \$0.125 per MMBtu per month of storage service quantity. This rate shall be effective unless and until the Federal Energy Regulatory Commission authorizes collection by DOMAC of the rate of \$0.16 per MMBtu and permits such rate to become effective.

2. Except as herein provided, all provisions of the Storage Service Agreement between DOMAC and Boston Gas remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as off the date first above written.

DISTRIGAS OF MASSACHUSETTS  
CORPORATION

By /s/  
Joseph A. Teves  
President

BOSTON GAS COMPANY

By /s/  
Anthony J. DiGiovanni  
Senior Vice President Operations



