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November 10, 2020

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Re: Joint Petition of Eversource Energy, Eversource Gas Company of Massachusetts, NiSource Inc. and Bay State Gas Company d/b/a Columbia Gas of Massachusetts for Approval of Purchase and Sale of Assets Pursuant to General Laws Chapter 164, §§ 94 and 96 - D.P.U. 20-59

Dear Mr. Marini:

On behalf of Eversource Energy (“Eversource”) and Eversource Gas Company of Massachusetts (“EGMA” or the “Company”), enclosed for filing is an interim Gas Service Agreement (the “Interim GSA”) between EGMA and Hopkinton LNG Corp (“HOPCO”). This compliance filing is made to give effect to Section 2.10 of the Settlement Agreement, dated July 2, 2020, and approved by the Department of Public Utilities (the “Department”) on October 7, 2020 in the above-captioned matter.

The Interim GSA was executed on October 9, 2020, to enable the transaction closing and the transfer of Columbia Gas assets to HOPCO. The Interim GSA matches the illustrative agreement included as Appendix 4 of Settlement Agreement and does not require approval by the Department because the term is does not exceed one year. The Interim GSA will remain in place as a bridge while the Department conducts the adjudicatory process contemplated by Section 2.10 of the Settlement Agreement.

EGMA and HOPCO will submit the long-term GSA for approval by the Department pursuant to G.L. c. 164, § 94A and § 94B no later than December 1, 2020,¹ accompanied by the requisite testimony and exhibits to support the Department’s review. The long-term GSA submitted on December 1, 2020 will be identical in all key aspects to the Interim GSA submitted herewith.

¹ The Company has consulted with the Office of the Attorney General and the Department of Energy Resources and is authorized to indicate that there is no objection to this filing. However, both the AGO and DOER reserve their substantive and procedural rights with respect to the adjudicatory process contemplated in Section 2.10.

Mark D. Marini, Secretary
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Please contact me with any questions you may have. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cheryl M. Kimball".

Cheryl M. Kimball, Esq.

Enclosures

cc: Sarah Spruce, Hearing Officer
Service List, D.P.U. 20-59

AMENDED AND RESTATED GAS SERVICE AGREEMENT

This Amended and Restated Gas Service Agreement is entered into as of October 9, 2020 (the “Agreement”), by and between **HOPKINTON LNG CORP.** (“HOPCO”) and **EVERSOURCE GAS COMPANY OF MASSACHUSETTS** (“Customer” or “EGMA”). Hereinafter, HOPCO and Customer may be referred to individually as a “Party” and collectively as “Parties.”

WHEREAS, HOPCO and Customer seek an arrangement, whereby HOPCO provides liquefaction, storage and vaporization services to Customer at HOPCO’s facility located in Hopkinton, Massachusetts (the “Main Facility”); storage and vaporization facilities to Customer at HOPCO’s facility located in Acushnet, Massachusetts (the “New Bedford Facility”); and liquefaction, storage and vaporization services to Customer at HOPCO’s facilities located on the former Bay State Gas Company system (the “Bay State Facilities”), (the Main Facility, the New Bedford Facility and the Bay State Facilities are collectively referred to herein as the “Storage Facilities,” and the services provided by HOPCO to Customer at the Storage Facilities are referred to as the “Service” herein);

WHEREAS, HOPCO desires to provide and Customer desires to receive the Service from the Facilities; and

WHEREAS, in order to provide reliable Service to Customer and to comply with applicable laws and regulations, HOPCO is required to replace certain equipment and to make certain improvements at the Storage Facilities; and

WHEREAS, Customer is required to obtain certain regulatory approvals associated with this Agreement and the recovery of costs incurred hereunder; and

WHEREAS, the Parties desire to memorialize the terms of their agreement for the continued performance of the Service by HOPCO to Customer;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, HOPCO and Customer stipulate and agree as follows:

1. DEFINITIONS

1.1 “Bcf” means billion (1,000,000,000) cubic feet.

1.2 “Btu” means one British Thermal Unit, and shall be the quantity of heat required to raise the temperature of one (1) pound of water from fifty-eight and five-tenths degrees (58.5 degrees) to fifty-nine and five-tenths degrees (59.5 degrees) Fahrenheit. The reporting basis for Btu is 14.73 dry psig and 60 degrees Fahrenheit (101.325 kPa and 15 degrees C, and dry).

1.3 “Bay State Facilities” shall mean HOPCO’s storage, vaporization and liquefaction facilities located on the former Bay State Gas system.

1.4 “Business Day” means Monday through Friday, excluding Customer holidays.

1.5 “Change in Control” shall mean (a) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)), other than a trustee or other fiduciary holding securities under an employee benefit plan, becomes the “beneficial owner” (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities representing 50% or more of (A) the outstanding shares of common stock or (B) the combined voting power of the then outstanding securities; (b) a merger or consolidation which results in the voting securities outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving or another entity) at least 50% percent of the combined voting power of the voting securities or such surviving or other entity outstanding immediately after such merger or consolidation; (c) the sale or disposition of all or substantially all of the assets (or consummation of any transaction having similar effect); or (d) dissolution or liquidation.

1.6 “Contract Year” means the twelve (12) month period beginning on the date Service under this Agreement commences and each subsequent twelve month period thereafter during the Term of this Agreement.

1.7 “A cubic foot of Gas” equals the volume of Gas that occupies one cubic foot at a temperature of 60 degrees Fahrenheit, a pressure of 14.73 psig, and dry.

1.8 “Day” means a period of twenty-four (24) consecutive hours, beginning and ending at 10:00 a.m. (Eastern Clock Time (“ECT”)).

1.9 “Department” or “MDPU” or “DPU” means the Massachusetts Department of Public Utilities.

1.10 “Dekatherm” (“Dth”) means the quantity of heat energy which is equivalent to 1,000,000 Btu. One “Dekatherm” of Gas means the quantity of Gas which contains one Dekatherm of heat energy.

1.11 “Effective Date” shall mean the date of this Agreement.

1.12 “FERC” or “Commission” means the Federal Energy Regulatory Commission or any successor agency.

1.13 “Fuel Gas” shall have the meaning set forth in Section 18.1 hereof.

1.14 “Gas” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous or liquid state consisting primarily of methane.

1.15 “HOPCO Facilities” means the Main Facility, the New Bedford Facility and/or the Bay State Facilities owned by HOPCO.

1.16 “Long Term Gas Service Agreement” shall mean a contract for Service between Customer and HOPCO for a term in excess of one year, as approved by the MDPU.

1.17 “Main Facility” shall mean HOPCO’s storage, vaporization and liquefaction facility located in Hopkinton, Massachusetts.

1.18 “Maximum Daily Withdrawal Quantity” or “MDWQ” means the maximum quantity of Gas, expressed in Dths, as specified in Exhibit B to this Agreement, that Customer may nominate and that HOPCO shall deliver at a Point of Delivery to the Customer. The actual daily withdrawal quantity shall be controlled by Customer’s Gas Control Supervisor(s) and shall be coordinated with LNG plant personnel.

1.19 “Maximum Daily Injection Quantity” or “MDIQ” means the maximum quantity of Gas, expressed in Dth, as specified in Exhibit B to this Agreement, that Customer may deliver to the Main Facility for injection into storage each Day. Actual injection quantities for each day shall be determined by plant operations and shall be coordinated with Buyer’s Gas Control Supervisor(s).

1.20 “Maximum Storage Quantity” means the maximum quantity of Gas, expressed in Dth, that Customer is permitted to have in storage in the Storage Facilities at any given time as specified in Exhibit B to this Agreement.

1.21 “Mcf” means one thousand (1,000) cubic feet and MMcf means one million (1,000,000) cubic feet.

1.22 “MDPU Approvals” shall mean the Department approvals described in Section 5.2 of this Agreement.

1.23 “New Bedford Facility” means HOPCO’s storage and vaporization facility located in Acushnet, Massachusetts.

1.24 “Month” means the period beginning at 10:00 a.m. Eastern Clock Time on the first Day of a calendar month and ending at 10:00 a.m. Eastern Clock Time on the first Day of the next succeeding month.

1.25 “Net Book Value” means the original price of an asset minus depreciation and amortization.

1.26 “Point(s) of Delivery” means the point or points as specified in Exhibit C to this Agreement, at which HOPCO shall tender Gas to Customer.

1.27 “Point(s) of Receipt” means the point or points as specified in Exhibit C to this Agreement, at which HOPCO shall receive Gas from Customer.

1.28 “Psig” means pounds per square inch gauge.

1.29 “Service” means that Service defined in the Recitals and as stated in Section 2 of this Agreement.

1.30 “Significant Event” shall mean a Change of Control of HOPCO, the sale of a liquefaction Facility or a significant portion thereof, or a casualty loss or regulatory or other event that has or shall likely result in a materially adverse effect on the operation of a liquefaction Facility at full capacity, or the ability of HOPCO to satisfy its obligations under the Gas Service Agreement.

1.31 “Storage Facilities” means the Main Facility, the New Bedford Facility and the Bay State Facilities.

1.32 “Storage Inventory” means the quantity of Gas, expressed in Dths, that a Customer has in place in HOPCO’s storage facilities for Customer’s account.

1.33 “Term” shall mean the term of this Agreement as stated in Section 5.1 hereof.

1.34 “Transporter” means the Customer’s transporter designated to deliver Gas to the Point(s) of Receipt or Customer’s transporter designated to receive Gas from the Point(s) of Delivery.

2. SERVICE OBLIGATIONS

Service rendered to Customer under this Agreement shall consist of:

(a) Receipt on any Day of Customer’s Gas per Customer’s delivery to the Main Facility up to Customer’s MDIQ as stated in this Agreement, plus Fuel Gas at the Point(s) of Receipt and the injection of Gas so received into storage, provided Customer’s Storage Inventory has not exceeded Customer’s Maximum Storage Quantity;

(b) The injection of Gas in liquid form on any Day per Customer’s nominations and delivery to the respective Delivery Point of the Storage Facilities;

(c) The storage of Gas in amounts up to Customer’s firm Maximum Storage Quantity;

(d) The withdrawal from storage on any Day of Customer’s Gas per Customer’s nominations of Gas up to Customer’s MDWQ in addition to vaporization Fuel Gas volumes and the delivery of such Gas to the Point(s) of Delivery: and

(e) The withdrawal from storage of Gas in liquid form on any Day per Customer’s nominations and delivery by HOPCO to the respective Delivery Point of the Storage Facilities to be received via truck.

3. RATES AND CHARGES

Customer shall pay rates and charges for liquefaction, storage, and vaporization services under this Agreement as set forth in Exhibit A.

4. INVOICING AND PAYMENT

4.1 Invoice. HOPCO shall submit to Customer at least once in each calendar month an invoice for the Rates and Charges payable by Customer pursuant to Section 3 and Exhibit A of this Agreement. Such invoice shall contain supporting detail for all charges reflected on the invoice, and HOPCO shall provide Customer with additional supporting documentation and information as Customer may request.

4.2 Payment. Customer shall pay HOPCO by wire transfer the full amount reflected on the invoice within ten (10) days of the date of the invoice. If the tenth (10th) day shall fall upon a weekend or legal holiday, then such payment shall be made on the last regular Business Day prior to such tenth (10th) day. The Party making payment should submit supporting documentation; party receiving payment should apply payment per supporting documentation provided by the paying party; and if payment differs from invoiced amount, remittance detail should be provided with the payment except when payment is made by electronic funds transfer (EFT), in which case, the remittance detail is due within two Business Days of the payment due date.

4.3 Billing Error. If an error is discovered in any billing, such error shall be adjusted within thirty (30) days of the determination thereof. If a dispute arises as to the amount payable in any invoice rendered hereunder, Customer shall nevertheless pay when due the amount not in dispute under such invoice. Such payment shall not be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver of the right by Customer to recoup any overpayment, nor shall acceptance of any payment be deemed to be a waiver by HOPCO of any underpayment. In the event Customer fails to forward the entire undisputed amount due to HOPCO when same is due, interest on the unpaid portion shall accrue at 1% over the prime rate published in the "Money Rates" section of the Wall Street Journal from the date such payment is due until the same is paid. If Customer's failure to pay the undisputed portion of any invoice rendered hereunder continues beyond thirty (30) days after the due date of such invoice, then HOPCO, in addition to all other legal remedies available to it, shall have the right and option to suspend further deliveries of Gas until such default shall have been cured.

5. TERM/CONDITIONS PRECEDENT/OPTION TO PURCHASE

5.1 Initial Term/Early Termination Rights. The term for Service under this Agreement shall be twelve (12) months commencing on the Effective Date, unless terminated at an earlier date upon the effective date of a Long Term Gas Service Agreement. The Term may be extended or renewed by further agreement of the Parties. In addition, Customer shall have the right to terminate this Agreement on account of an adverse determination or order by the Department following the Effective Date relating to the rights or obligations under this Agreement, or the costs and charges paid or to be paid by the Customer under this Agreement.

Upon such early termination date (i) Customer shall pay HOPCO an early termination charge equal to the Net Book Value of the Bay State Facilities on that date, and (ii) the Customer shall have the right and option to purchase the Bay State Facilities at no additional cost. In addition, HOPCO and Customer may agree to terminate the Agreement following the occurrence of a Significant Event, and termination under those circumstances shall not trigger the foregoing early termination charge and option to purchase provisions.

5.2 Department Approval.

(a) Department Approvals. The amount of compensation to be paid by Customer under this Agreement shall be subject to review and determination by the Department pursuant to the provisions of G.L. c. 164, § 94A and G.L. c. 164, § 94B. The Parties' obligations to perform pursuant to this Agreement are expressly subject to and contingent on receipt and acceptance by Customer and HOPCO of all consents and approvals from the Department ("MDPU Approvals"). It is expressly understood that the MDPU Approvals must be in a form and substance satisfactory to Customer and HOPCO each in its sole discretion.

(b) MDPU Action Following the Effective Date. In the event of an adverse determination or order by the Department following the Effective Date relating to the costs and charges paid or to be paid by the Customer under this Agreement, the Customer shall have the right of early termination of this Agreement as set forth in Section 5.1.

(c) MDPU Action in Proceeding Under G.L. c. 164, § 94. In the event of an adverse determination or order by the Department in a rate proceeding conducted for the Customer under G.L. c. 164, § 94 having an impact on this Agreement, the Customer shall have the right of early termination of this Agreement as set forth in Section 5.1.

5.3 Option to Purchase. In addition to the rights pursuant to Section 5.1 of this Agreement, the Customer shall have the right and option to purchase the Bay State Facilities, including all property and plant additions made to those facilities, upon the expiration of the Term of this Agreement at a purchase price equivalent to the Net Book Value on the purchase date of the Bay State Facilities being purchased.

5.4 Department Review and Approval Prior to Termination or Sale. HOPCO and Customer agree that prior to any termination of the Agreement under Sections 5.1, 5.2 (b), or 5.2 (c), or any sale, transfer, or change of control of the HOPCO Facilities, whether to Customer, an affiliate of HOPCO or Customer, or a third-party purchaser, Customer shall petition the Department for review and approval of (i) said termination or sale, transfer, or change of control; (ii) the disposition of the proceeds, if any, from the transaction; (iii) the ratemaking treatment, if any, of the particular transaction; (iv) any changes to the Agreement or any new gas services agreement that may be required to replace all or a portion of the LNG or LPG services provided under this Agreement; and (v) any other requirements necessary to effectuate the proposed transaction.

6. AUTHORIZATION AND JURISDICTION

This Agreement and the respective obligations of the parties hereunder are subject to all valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction, and are conditioned upon the issuance of any federal, state or local governmental agency having jurisdiction, of requisite authorization for HOPCO to provide the Service contemplated hereby and to construct and operate the facilities necessary to provide such Service.

7. STORAGE OPERATIONS

7.1 Customer Obligations. Customer shall tender or cause to be tendered to HOPCO at the Point(s) of Receipt any Gas which Customer desires to have injected into storage, plus applicable Fuel Gas volumes. Customer shall also receive or cause to be received at the Point(s) of Delivery Gas requested to be withdrawn from storage.

7.2 HOPCO Obligations. HOPCO shall receive Gas for injection from Customer at the Point(s) of Receipt, and shall deliver Gas to Customer at the Point(s) of Delivery as scheduled by Customer from time to time; provided that HOPCO shall not be obligated to receive for injection any quantity of Gas if the injection of the same would cause the quantity of Gas stored for Customer's account to exceed Customer's Maximum Storage Quantity.

8. NOMINATIONS AND SCHEDULING

8.1 Advance Nominations. During any Day when Customer desires HOPCO to inject or withdraw Gas, Customer shall use reasonable efforts to notify HOPCO of Customer's requirements in advance. Specifically, Customer has the ability to nominate for multiple days, provided the nomination begin and end dates are within the Term of this Agreement.

8.2 Intraday Nominations. Customer may change its nomination at any point during the course of a Day by specifying hourly quantities for remaining hours during that Day. For liquefaction, the HOPCO operators shall notify Customer of major changes in the rate of liquefaction so that Customer can better manage the dispatch of gas on Customer's system.

9. POINT(S) OF RECEIPT AND POINT(S) OF DELIVERY

9.1 Point(s) of Receipt. Customer shall tender all Gas for injection into storage to HOPCO at the Point(s) of Receipt as specified in this Agreement.

9.2 Point(s) of Delivery. HOPCO shall tender all Gas to be withdrawn from storage to Customer at the Point(s) of Delivery as specified in this Agreement.

9.3 Measurement. Customer and HOPCO agree that the quantity of Gas delivered hereunder shall be measured by HOPCO in accordance with the requirements or Section 13 hereof. Customer and HOPCO shall cooperate with each other and with the

Transporter(s) to verify delivery and receipt of the volumes of Gas delivered hereunder on a timely basis.

9.4 Downstream and Upstream Transportation. Customer shall be responsible for transportation from the Point(s) of Delivery and payment of all transportation charges relating thereto. Customer shall be responsible for transportation to the Point(s) of Receipt and payment of all transportation charges relating thereto.

10. QUALITY

10.1 Specifications. The Gas in the vapor form delivered by either party to the other hereunder shall meet the quality specifications of the Transporter which receives or delivers such Gas at the Point of Receipt or Delivery, as applicable. The parties will use reasonable efforts to manage impact of any Gas that does not satisfy the quality specifications.

10.2 Rejection of Gas. Either party shall be entitled to reject any Gas tendered to it by the other party which does not meet the minimum specifications of Section 10.1 hereunder. Acceptance of such Gas does not constitute any waiver of HOPCO's right to refuse to accept other nonconforming Gas.

11. PRESSURE AND INJECTION/WITHDRAWAL RATES

11.1 Delivery Pressures. HOPCO shall deliver Gas to Customer at pressures sufficient to enter the Transporter facilities at the Point(s) of Delivery at the operating pressures maintained by the applicable Transporter(s) from time to time. HOPCO shall not be required to deliver Gas at pressures in excess of those required by Transporter(s) or in excess of Transporter(s) maximum allowable operating pressure (MAOP). Customer shall deliver or cause to be delivered to HOPCO all Gas for injection at the Point(s) of Receipt at pressures not in excess of the MAOP of HOPCO's facilities at the Point(s) of Receipt. HOPCO shall be responsible for maintaining facilities at such Point(s) of Receipt to permit Customer to deliver Gas to HOPCO at such allowed pressures.

11.2 Receipt and Delivery Rates. HOPCO has designed the facilities required to store, inject and withdraw Gas based on "normal" operating pressures maintained by the Transporter(s) at the Point(s) of Receipt/Delivery, with allowances for reasonable fluctuations. In the event that conditions on the Transporter's system vary substantially from this "normal" design condition coincident with high levels of Customer receipt or delivery activity, HOPCO's capability to receive or deliver the quantities set forth in its Gas Service Agreements may be impaired, resulting in an interruption in Service. Customer agrees that HOPCO shall not be liable for any such interruption in Service. HOPCO will provide Customer immediate notification if "abnormal" conditions exist.

12. TITLE AND RISK OF LOSS

12.1 Title. Customer warrants for itself, its successors and assigns, that it will have at the time of delivery of Gas for injection or storage hereunder either good title to such Gas

or the right to have the Gas transported or stored. Customer warrants for itself, its successors and assigns, that the Gas it delivers hereunder shall be free and clear of all liens, encumbrances, or claims whatsoever; and that it shall indemnify HOPCO and save it harmless from all claims, suits, actions, damages, costs and expenses arising directly or indirectly from or with respect to the title and/or right to Gas tendered to HOPCO hereunder.

12.2 Risk of Loss. As between Customer and HOPCO, Customer shall be deemed to be in control and possession of the Gas prior to delivery to HOPCO for storage or injection at the Point(s) of Receipt and after redelivery by HOPCO to Customer at the Point(s) of Delivery. As between Customer and HOPCO, HOPCO shall be deemed to be in control and possession of the Gas after the receipt of the same at the Point(s) of Receipt and until redelivery by HOPCO to Customer at the Point(s) of Delivery. The risk of loss for all Gas injected into or stored in and withdrawn from storage shall remain with Customer, and HOPCO shall not be liable to Customer for any loss of Gas, except to the extent caused by the negligence or willful misconduct of HOPCO.

13. MEASUREMENT

13.1 Measurement. The unit of volume for measurement of all quantities of Gas stored by HOPCO or delivered to and received from storage hereunder shall be one (1) cubic foot of Gas at the base temperature of sixty degrees Fahrenheit (60 degrees F) and at an absolute pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch and dry. All fundamental constants, observations, records, and procedures involved in determining and/or verifying the quantity and other characteristics of Gas delivered hereunder shall, unless otherwise specified herein, be in accordance with the standards prescribed in Report No. 3 of the American Gas Association, as now in effect and from time to time amended or supplemented. All measurements of Gas shall be determined by calculation into terms of such unit. All quantities given herein, unless expressly stated otherwise, are in terms of such unit. Notwithstanding the foregoing, it is agreed that, for all purposes, the Btu content of the Gas received and delivered by HOPCO hereunder shall be measured on a “dry” basis rather than a fully saturated or “wet” basis. For Gas volumes reported in cubic meters, the standard conditions are 101.325 kPa, 15 degrees C, and dry.

13.2 Metering. Customer shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities for Gas in vapor form. HOPCO shall install, maintain and operate, or cause to be installed, maintained and operated, the measurement facilities for Gas in liquid form. Said measurement facilities shall be so equipped with meters, recording gauges, chromatographs or other types of related and/or similar equipment of standard make and design commonly acceptable in the industry, as to accomplish the accurate measurement of Gas delivered hereunder. The retrieval of data and calibrating and adjustment of meters shall be done by HOPCO or its agent.

13.3 Billing Disputes. If Customer withholds payment of any disputed amount as authorized herein, Customer shall within ten (10) days after the due date of the disputed invoice submit to HOPCO a written explanation of the dispute and any available supporting documentation. The parties shall then cooperate in good faith to resolve such dispute as

expeditiously as possible, and the portion, if any, of such disputed amount eventually determined to be due shall bear interest at the rate stated in Section 4.3 above from the original due date until the date actually paid.

13.4 Right to Audit. HOPCO and Customer shall each have the right at their own expense to examine and audit at any reasonable time the books, records (including measurement, billing and payment) and charts of the other party to the extent necessary to verify the accuracy of any statements or charges made under or pursuant to any of the provisions of this Agreement. Upon request, Customer shall also make available to HOPCO for audit purposes any relevant records of the Transporters to which Customer has access.

14. TAXES

If at any time HOPCO is required to remit any taxes assessed on the Gas pursuant to this Agreement, then HOPCO shall notify Customer of such assessment before such assessment is paid and HOPCO shall have the right to collect from Customer such taxes, including any penalties and interest. Customer agrees to reimburse HOPCO for the taxes assessed on the Gas, including any penalties and interest, within fifteen (15) days of the date of invoice from HOPCO. Customer shall furnish HOPCO information, satisfactory to HOPCO, to enable HOPCO to comply with any reports required by state or federal government agencies. Each Party recognizes that the other Party may be required to file federal and state tax returns, and each Party agrees to furnish the other Party with adequate information in its possession to enable the other Party to prepare such returns and related documents, and to generally coordinate such filings with the other Party.

15. INSURANCE

Customer shall be responsible for providing its own insurance coverage with respect to Gas it tenders for storage and has stored in the HOPCO storage facility. HOPCO shall be responsible for providing its own insurance for the Storage Facilities and the associated operations.

16. FORCE MAJEURE

16.1. Effect of Force Majeure. In the event HOPCO is rendered unable, wholly or in part, by reason of an event of Force Majeure, as defined herein, to perform, wholly or in part, any obligation or commitment under this Agreement, it is agreed that upon HOPCO's giving notice and full particulars of such Force Majeure event in writing to Customer as soon as practicable, but in no event later than forty-eights (48) hours after the occurrence of the cause relied on, then the obligations of HOPCO shall be suspended to the extent that HOPCO's ability to perform such obligations is affected by such Force Majeure event and for the period of such Force Majeure condition, but for no longer period. HOPCO shall use commercially reasonable efforts to resume full performance as soon as possible.

16.2 Nature of Force Majeure. The term "Force Majeure" as employed herein and in this Agreement shall mean any cause, whether of the kind enumerated herein or

otherwise, not reasonably within the control of HOPCO, such as acts of God; inability to secure or delays in obtaining labor, materials, supplies, permits, easements or rights-of-way, including inability to secure materials by reason of allocations promulgated by authorized governmental agencies; arrests and restraints of governments and people; interruptions by government or court orders; present and future valid orders, decisions or rulings of any government or regulatory entity having proper jurisdiction; acts of the public enemy; wars; riots; civil disturbances; sabotage or terrorism; blockades; insurrections; epidemics; landslides; lightning; tornadoes; hurricanes; earthquakes; fires; storms; floods; explosions; breakage, accidents involving plant facilities including machinery, and lines of pipe. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of HOPCO.

17. NOTICES

Any notice, request, demand, or statement provided for in this Agreement, except as otherwise herein provided, shall be given in writing, delivered in person, by United States Mail or via e-mail or facsimile, to the parties at the addresses shown in this Agreement or at such other addresses as may hereafter be furnished to the other party in writing.

Any notice initially delivered by fax shall be confirmed by regular mail within one (1) week after transmission of the fax.

18. FUEL GAS

The two general categories of fuel usage are: (1) Direct Fuel Usage associated with liquefaction and 2) Direct Fuel Usage associated with vaporization. Fuel Gas will be made up by replacement Gas in kind. The liquefaction Fuel Gas quantity for the Main Facility is the quantity of gas delivered to the Receipt Point as vapor, less the Dth equivalent of the liquid Gas volume injected into storage inventory.

19. MODIFICATION

No modification to the terms and provisions of this Agreement or exhibit thereto shall be or become effective except by the execution of a superseding agreement or exhibit thereto.

20. SUCCESSORS IN INTEREST/ASSIGNMENT

Any entity that shall succeed by merger, consolidation or otherwise to either party shall be entitled to the rights and shall be subject to the obligations of its predecessors under this Agreement. No assignment of this Gas Service Agreement, or of any of the rights or obligations hereunder shall be made unless there first shall have been obtained the consent thereto of HOPCO, in the event of any assignment by Customer, or the consent thereto of Customer, in the event of an assignment by HOPCO. These restrictions on assignment shall not in any way prevent any party from pledging or mortgaging its rights under this Gas Service Agreement or any property as security for its indebtedness.

21. LIMITATION OF LIABILITY/EXCLUSIVE REMEDIES

Neither Party shall be liable to the other Party under this Agreement for any special, indirect, incidental, punitive or consequential damages of any nature, or for any lost profits, however arising, even if such Party has been made aware of the possibility of such damages or lost profits. Whenever a remedy is specified in this Agreement, the specified remedy shall be the sole remedy available to the Parties to the exclusion of any other rights, powers, privileges or remedies provided by law. There are no express or implied warranties by HOPCO as to the fitness for a particular use, merchantability, capacity, or efficiency of any Service other than expressly set forth herein, and that there are no oral or implied additional warranties made in connection with such service or this Agreement.

22. LAWS AND REGULATIONS

(a) Applicability. This Agreement is subject to all valid laws, orders, rules and regulations of governmental authorities having jurisdiction, including, but not limited to the MDPU, rules and regulations of any governmental body or official having jurisdiction over the Parties, their facilities, or this Agreement, or any provision thereof; but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

(b) Changes in Law. Each Party will provide reasonable and prompt notice to the other Party as to any proposed law, regulations or regulatory proceedings or actions that could affect the rights and obligations of the Parties. If any federal or state statute or regulation or order by a court of law or regulatory authority directly or indirectly (i) impairs or prohibits performance under this Agreement, or (ii) effects a change in a substantive provision of this Agreement, which has a material adverse impact upon the rights of either Party under this Agreement or the ability of either Party to perform its obligations under this Agreement, then the Parties will use all reasonable efforts to revise the Agreement so that:

- i. performance under the Agreement is no longer impaired, prohibited, or subject to the material adverse impact; and
- ii. the Agreement is amended in a manner that preserves, to the maximum extent possible, the respective positions of the Parties.

(c) Impact of Changes in Law. If the Parties are unable to agree upon an amendment to the Agreement in accordance with the change in law described in Section 22(b), then either Party shall have the right to suspend and terminate this Agreement upon written notice to the other Party.

(d) Termination Payment/ Option to Purchase. Upon any termination of this Agreement pursuant to Section 22(c), Customer shall pay HOPCO an early termination charge equal to the Net Book Value of the Bay State Facilities on that date, and (ii) the Customer shall have the right and option to purchase the Bay State Facilities.

23. GENERAL TERMS AND CONDITIONS.

(a) TO THE EXTENT THE LAW OF ANOTHER JURISDICTION IS NOT REQUIRED TO BE APPLIED, THIS AGREEMENT SHALL BE GOVERNED, INTERPRETED, CONSTRUED AND APPLIED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REGARD TO ANY CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES WHICH, IF APPLIED, MIGHT PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT AVAILABLE UNDER APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY FORUM IN WHICH A CLAIM UNDER THIS AGREEMENT MAY BE BROUGHT.

(b) If this Agreement is terminated pursuant to Section 5.2 on account of a failure to satisfy a Condition Precedent, such termination shall be without liability for damages, costs or expenses of either Party to the other Party, or to any of its shareholders, directors, officers, employees, agents, consultants, representatives, and neither HOPCO nor Customer shall have any further rights or obligations whatsoever pursuant to this Agreement.

(c) This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no oral understandings or other terms or conditions. Neither Party has relied upon any representation, expressed or implied, not contained in this Agreement.

(d) All exhibits, schedules and the like contained herein are integrally related to this Agreement, and are hereby made a part of this Agreement for all purposes.

(e) The failure of either Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms, at any time during the pendency of this Agreement, shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce any provision of this Agreement.

(f) Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person not a Party hereto any rights, remedies or obligations under or by reason of this Agreement.

(g) The terms and provisions of this Agreement shall be kept strictly confidential by HOPCO and Customer, and no Party shall disclose to any third party this Agreement or any portion thereof, except (i) pursuant to an order of a court; (ii) as requested by a governmental agency with jurisdiction or as such Party determines is necessary associated with efforts to satisfy the Conditions Precedent set forth in Section 3 hereof; (iii) as required by applicable regulation; (iv) as requested by a potential source of financing to the HOPCO; or (v) to an employee, agent or representative of a Party with a need to know in connection with the

transactions contemplated by this Agreement. Other than items (iv) and (v), the disclosing Party shall attempt to obtain a confidentiality agreement, protective order or similar protection for the confidentiality provided for herein and provide prompt notice of such disclosure to the other Party.

(h) Each Party represents and warrants that (i) it is duly organized and validly existing under the laws of its formation and has all requisite legal power and authority to execute this Agreement and carry out the terms, conditions and provisions thereof; (ii) this Agreement constitutes the valid, legal and binding obligation of such Party, enforceable in accordance with the terms hereof; (iii) there are no actions, suits or proceedings pending or, to such Party's knowledge, threatened against or affecting such Party before any court or administrative body that might materially adversely affect the ability of that Party to meet and carry out its obligations hereunder; and (iv) the execution and delivery of this Agreement has been duly authorized by all requisite corporate or limited partnership action as applicable.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first written above.

HOPKINTON LNG CORP.

EVERSOURCE GAS COMPANY OF MASSACHUSETTS

By: John M. Moreira

By: James G. Daly

Name: John M. Moreira
Senior Vice President-Finance
Title: and Regulatory and Treasurer

Name: JAMES G. DALY
Title: V.P. ENERGY SUPPLY

Exhibit A

RATE SCHEDULE

The charges for the liquefaction, storage, and vaporization services provided under the terms of this Agreement shall be comprised of two components: (1) an Operating Charge and a (2) Demand Charge. The calculation of these charges is described in detail below.

Pursuant to the Department's decision in Acquisition of Bay State Gas Assets, D.P.U. 20-59 (2020), operating costs and commodity costs will be incurred by HOPCO on an aggregated basis for NSTAR Gas and Eversource Gas and allocated to each company on a volumetric basis. Capital costs will be tracked separately for NSTAR Gas and Eversource Gas and charged through the Demand Charge for NSTAR Gas and EGMA, in relation to the peaking assets primarily serving NSTAR Gas (i.e., Main Facility and New Bedford Facility) and primarily serving EGMA customers (Bay State Facilities), respectively. HOPCO shall charge such capital costs exclusively to the respective company with primary use of the assets.

Operating Charge: The Total Operating Charge shall equal the actual costs and expenses incurred by HOPCO associated with operating and maintaining the Main Facility, the New Bedford Facility and the Bay State Facilities. The Total HOPCO will prepare an annual plan for the Main Facility containing a budget for operating expenses and target submission of same to Customer by August 15 of each Contract Year, but no later than October 1, for the following Contract Year. Failure to meet this date will not constitute a breach of this Agreement. The final budget for each Contract Year shall be agreed to by HOPCO and Customer at least 30 days prior to the commencement of such Contract Year. In the event that Customer does not approve an annual plan, the budget contained in the prior year's plan shall apply and the parties will continue to discuss and attempt to agree on a budget.

At the end of each month, HOPCO will prepare and submit an estimated bill which shall reflect such budget. After specific charges are determined, adjustment will be made to reflect actual experience for operating charges. Customer shall have the right to audit such accounts.

Demand Charge: The Total Demand Charge shall go in effect on the Effective Date and thereafter shall be adjusted on November 1 of each Contract Year, and shall be calculated according to the methodologies specified below in the “Post Acquisition Stage”. Customer and HOPCO will jointly file with the MDPU supporting documentation for in support of rates and costs sought for recovery in the Demand Charge by May 1 of each year in which a rate change would take effect. The contract¹ rate will take effect on the subsequent November 1, notwithstanding a continuing review by the MDPU. However, the contract rate would be subject to adjustment and reconciliation upon the MDPU’s final ruling.

POST-ACQUISITION STAGE

The period following Eversource Energy’s acquisition of the Bay State Gas Company assets shall be defined as the Post-Acquisition Stage. The Total Demand Charge during the Post-Acquisition Stage shall be fixed for periods of five (5) Contract Years. The fixed Total Demand Charge shall be calculated according to the rate calculation set forth below and shall be based on the test year immediately preceding each fixed five-year period within the Post-Acquisition Stage. HOPCO reserves the right to adjust the fixed Total Demand Charge prior to the expiration of the fixed five (5) year period if either of the following occurs: (i) the cumulative capital spending within the five-year interval equals or exceeds \$15 million, or (ii) there is a judicial, regulatory, legislative or tax change that causes an annual change in O&M costs greater than \$500,000 (in which case the rate would change to add the new total annual expense to the rate), or (iii) a base-rate proceeding for Customer results in a required change to the Demand Charge to incorporate the capital structure and return on equity approved for Customer as a result of the base-rate proceeding.

Rate Calculation

I. Methodology

The Demand Charge Revenue Requirement shall be calculated based on the calendar year immediately preceding each fixed five (5) year period within the Post-Acquisition Stage.

HOPCO reserves the right to seek Department approval to adjust the fixed Total Demand

Charge prior to the expiration of the fixed five (5) year period if either of the following occurs: (i) the cumulative capital spending within the five-year interval equals or exceeds \$15 million, or (ii) there is a judicial, regulatory, legislative or tax change that causes an annual change in O&M costs greater than \$500,000 (in which case the rate would change to add the new total annual expense to the rate), or (iii) a base-rate proceeding for Customer results in a required change to the Demand Charge to incorporate the capital structure and return on equity approved for Customer as a result of the base-rate proceeding.

II. Definitions

Capitalized terms not otherwise defined elsewhere in the Agreement and as used in this Exhibit A have the following definitions:

- *Administrative and General Expense* will equal HOPCO's expenses, as recorded in FERC Account Nos. 920 – 935.
- *Amortization of Investment Tax Credits* will equal HOPCO's credits, as recorded in FERC Account No. 411.4.
- *Depreciation and Amortization Expense for HOPCO Plant, General Plant, and Intangible Plant* will equal HOPCO's gross plant, general plant, and intangible plant depreciation expense as recorded in FERC Account Nos. 403 and 405.
- *Depreciation Reserve for HOPCO Plant, General Plant, and Intangible Plant* will equal HOPCO's reserve balance associated with Depreciation and Amortization Expense for HOPCO Plant, General Plant, and Intangible Plant, as recorded in FERC Account No. 108, as defined herein.
- *General Plant* will equal HOPCO's gross plant balance, as recorded in FERC Account Nos. 389 to 399, limited to amounts recorded for the Bay State Facilities.
- *Insurance Cost* will equal HOPCO's expenses, as recorded in FERC Account Nos. 924 and 925.
- *Intangible Plant* will equal HOPCO's gross plant balance, as recorded in FERC Accounts Nos. 301 to 303.
- *Miscellaneous Revenues* will equal any miscellaneous revenues received from third parties, as recorded in FERC Account No. 488 or 495.
- *Operation and Maintenance Expense* will equal HOPCO's expenses not recovered through the Operating Charge, as recorded in Manufactured Gas Production FERC Account Nos. 710 to 742, and in Local Storage Expense FERC Account Nos. 840 to 846.
- *Payroll Taxes* will equal those payroll expenses, as recorded in HOPCO's FERC Account No. 408.

- *Materials and Supplies* equals HOPCO's balance as recorded in FERC Account No. 154.
- *Miscellaneous Expense* will equal HOPCO's expense paid to third parties, as recorded in FERC Account No. 880.
- *Total Accumulated Deferred Income Taxes* will equal the net of HOPCO's deferred tax balances, as recorded in FERC Account Nos. 281 – 283 and HOPCO's deferred tax balances, as recorded in FERC Account No. 190, as adjusted by any amounts in contra accounts identified as regulatory assets or liabilities related to FAS 109. *Total Municipal Tax* will equal HOPCO's municipal tax expenses, as recorded in FERC Account No. 408.
- *HOPCO Plant* will equal HOPCO's gross plant balance, as recorded in Production Plant, FERC Account Nos. 304 to 320 and Storage Plant FERC Account Nos. 360 to 364, limited to amounts recorded for the Bay State Facilities.
- *Decommissioning Expense* will equal any HOPCO decommissioning expenses incurred.

III. Calculation of Revenue Requirement

The Revenue Requirement will equal the sum of the following HOPCO components:

- (A) Return on Equity
- (B) Return on Long-term Debt
- (C) Federal Income Taxes associated with Return on Equity
- (D) State Income Taxes associated with Return on Equity
- (E) Depreciation Expense
- (F) Amortization of Investment Tax Credits
- (G) Municipal Tax Expense
- (H) Payroll Tax Expense
- (I) Operation and Maintenance Expense
- (J) Administrative and General Expense
- (K) Taxes and Fees Charge
- (L) Miscellaneous Expenses
- (M) Decommissioning Expense
- (N) Miscellaneous Revenues

A. *Return on Equity* will equal the product of the HOPCO Investment Base (“Rate Base”) (as determined under Section III.A.1. below) and the Weighted Cost of Equity (as determined under Section III.A.2. below).

1. HOPCO Investment Base

The Rate Base will consist of items (i) through (vii) below. The year-end balance will be used to calculate each of these items.

(i) HOPCO Plant, plus

(ii) General Plant, plus

(iii) Intangible Plant, less

(iv) Depreciation Reserve, less

(v) Accumulated Deferred Income Taxes, plus

(vi) Plant Materials and Supplies, plus

(vii) Cash Working Capital

2. Definitions of Rate Base Items:

(i) *HOPCO Plant* will equal the balance of HOPCO’s investment in HOPCO’s LNG facilities.

(ii) *General Plant* will equal HOPCO’s balance of investment in General Plant.

(iii) *Intangible Plant* will equal HOPCO’s balance of investment in Intangible Plant.

(iv) *Depreciation Reserve* will equal HOPCO's Depreciation Reserve for HOPCO Plant, General Plant and Intangible Plant.

(v) *Accumulated Deferred Income Taxes* will equal HOPCO's balance of Total Accumulated Deferred Income Taxes.

(vi) *Materials and Supplies* will equal HOPCO's balance of Materials and Supplies.

(vii) *Cash Working Capital* will be a twelve and one half percent (12.5%) allowance (forty-five (45) days divided by three hundred sixty (360) days) of Operation and Maintenance Expense, Administrative and General Expense, and HOPCO Miscellaneous Expense included in Section II.

3. Weighted Cost of Equity. The weighted cost of equity will be calculated based upon the debt/equity ratio of the Customer as in effect from time to time as approved by the Department throughout the Term of the Agreement, and will equal the product of:

(i) ROE, and;

(ii) Equity ratio.

B. *Return on Long-term Debt* will equal the product of Rate Base (as determined in Section III.A.1. above) and HOPCO's Weighted Cost of Long-term Debt. HOPCO's Weighted Cost of Long-term Debt will use that of Customer as a proxy and will equal the product of:

(i) Customer's weighted average embedded cost to maturity (adjusted to reflect any (i) premiums, (ii) discounts, (iii) issuances expenses, and (iv) losses and gains on reacquired debt) of Customer's long-term debt then outstanding, calculated using an end of the year balance, and;

(ii) Debt ratio that is equivalent to that of Customer as approved by the Department in the most recent distribution rate case.

C. *Federal Income Taxes associated with Return on Equity* will equal the product of:

$$(i) \quad \frac{(A + [(B + C) / D]) \times FT}{1 - FT}$$

$$1 - FT$$

where A is the Return on Equity (as determined in Section III.A. above), B is Amortization of Investment Tax Credits (as determined in Section III.F. below), C is the Equity AFUDC component of Depreciation and Amortization Expense, as defined in III.E. below, D is Rate Base (as determined in Section III.A.1. above) and FT is the statutory Federal Income Tax Rate levied by the Federal Government for Income Taxes, and

(ii) Rate Base (as determined in Section III.A.1. above).

D. *State Income Taxes associated with Return on Equity* will equal the product of:

$$(i) \quad \frac{(A + [(B + C) / D] + \text{Federal Income Tax Rate above}) \times ST}{1 - ST}$$

$$1 - ST$$

where A is the Return on Equity (as determined in Section III.A. above), B is Amortization of Investment Tax Credits (as determined in Section III.F. below), C is the Equity AFUDC component of Depreciation and Amortization Expense, as defined in III.E. below, D is Rate Base (as determined in Section III.A.1. above) and ST is the statutory State Income Tax Rate levied by the State Government for Income Taxes, and;

(ii) Rate Base (as determined in Section III.A.1. above).

- E. *Depreciation and Amortization Expense* will equal HOPCO's Depreciation and Amortization Expense for HOPCO Plant, General Plant, and Intangible Plant.
- F. *Amortization of Investment Tax Credits* will equal HOPCO's Amortization of Investment Tax Credits.
- G. *Municipal Tax Expense* will equal HOPCO's Total Municipal Tax expense.
- H. *Payroll Tax Expense* will equal HOPCO's Payroll Tax expense.
- I. *Operation and Maintenance Expense* will equal HOPCO's Operation and Maintenance Expenses not otherwise collected as part of the Operating Charge.
- J. *Administrative and General Expenses* will equal the sum of HOPCO's Administrative and General Expense.
- K. *Taxes and Fees Charge* will include any fee or assessment imposed by any Governmental Authority on service provided by HOPCO under the Agreement other than Income Taxes, Total Municipal Taxes, and Payroll Taxes.
- L. *Miscellaneous Expense* will equal any miscellaneous expense paid to third parties.
- M. *Decommissioning Expense* will equal the expenses incurred and paid by HOPCO for any decommissioning activity related to future decommissioning of the HOPCO Facilities.
- N. *Miscellaneous Revenues* will equal any miscellaneous revenues received from third parties.

IV. Future Revisions to FERC Uniform System of Accounts (USA)

If FERC prescribes an addition, deletion, or modification ("Revision") to an account in its Uniform System of Accounts (USA) and the Revision affects the revenue recovery under the contract rate described in this Exhibit, HOPCO will use cost information from the revised USA that is equivalent to the pre-Revision information in its calculation of the contract rate so that the Contract Rate's recovery of costs is unaffected by the Revision.

Exhibit B

CONTRACT QUANTITIES

A. MAIN FACILITY AND NEW BEDFORD FACILITY

Maximum Storage Quantity (“MSQ”): 3,000,000 Mcf (Main Facility)
500,000 Mcf (New Bedford Facility)

Gas in Vapor Form

Maximum Daily Injection Quantity (MDIQ): 21,000 dth (Main Facility) (1), (4), (5)

Maximum Daily Withdrawal Quantity (MDWQ): 180,000 dth (Main Facility) (1), (3), (5)

Maximum Daily Withdrawal Quantity (MDWQ): 30,000 dth (New Bedford Facility) (1), (3), (5)

Gas in Liquid Form

Maximum Daily Injection Quantity (MDIQ) : 14,500 dth (Main Facility) (1), (2), (4), (5)

Maximum Daily Injection Quantity (MDIQ) : 18,000 dth (New Bedford Facility) (1), (2), (4), (5)

Maximum Daily Withdrawal Quantity (MDWQ) 18,000 dth (Main Facility) (1), (2), (4), (5)

Notes:

(1) Maximum storage, injection and withdrawal capacities listed above are for NSTAR Gas planning purposes and are net of the reserve capacity. Service in addition to the specified quantities of injection and withdrawal, and up to the maximum rated capability of the Main Facility, New Bedford Facility may be provided on an as-available basis based on plant operating conditions, pipeline/distribution system conditions, atmospheric conditions and gas quality and btu content.

(2) Subject to federal, state and local laws, regulations, ordinances and rules regarding transportation by LNG trailer.

(3) Quantity subject to Fuel Gas Adjustment

(4) Quantity subject to adjustment following completion of Refurbishment.

(5) Subject to BTU Adjustment

B. BAY STATE FACILITIES

| Facility | Supply Type | Gas in Vapor Form ("Dth"): | | | Gas in Liquid Form: | |
|--------------------------------------|-------------------------------|---|--|-----------------------------------|---|--|
| | | Maximum Storage Quantity ("MSQ") (Mcf): | Maximum Daily Injection Quantity (MDIQ): | Daily Withdrawal Quantity (MDWQ): | Daily Injection Capability (# of Offload Stations): | Daily Withdrawal Capability (# of Loading Stations): |
| Easton (1),(2),(3),(4), (5) | Liquefied Natural Gas ("LNG") | 787,500 | | 44,000 | 2 | 1 |
| Lawrence (1),(2),(3),(4), (5) | | 12,471 | | 12,500 | 2 | |
| Ludlow (1),(2),(3),(4), (5) | | 1,015,000 | 7,583 | 48,000 | 1 | 1 |
| Marshfield (1),(2),(3),(4), (5) | | 8,034 | | 8,000 | 1 | |
| Meadowlane (1),(2),(4),(5) | Liquefied Propane Gas ("LPG") | 74,021 | | 21,000 | 5 | 2 |
| Lawrence (1),(2),(4),(5) | | 14,137 | | 14,000 | 2 | |
| Northampton (1),(2),(4),(5) | | 23,562 | | 5,000 | 2 | |
| West Springfield (1),(2), (4),(5) | | 26,540 | | 18,000 | 1 | |

(1) Maximum storage, injection and withdrawal capacities listed above are for Eversource Gas planning purposes and are net of the reserve capacity. Service in addition to the specified quantities of injection and withdrawal, and up to the maximum rated capability of the Facility, may be provided on an as-available basis based on plant operating conditions, pipeline/distribution system conditions, atmospheric conditions and gas quality and btu content.

(2) Subject to federal, state and local laws, regulations, ordinances and rules regarding transportation by trailer.

(3) Quantity subject to Fuel Gas Adjustment

(4) Quantity subject to adjustment following completion of Refurbishment.

(5) Subject to BTU Adjustment

Exhibit C

RECEIPT AND DELIVERY POINTS

1. MAIN FACILITY:

Gas in Vapor Form

Primary Receipt Points:

TGP Hopkinton Meter Station 020509 or
AGT Marathon Meter Station 230

Primary Delivery Point: NSTAR Gas Distribution System, Hopkinton, MA

Alternative Delivery Points: TGP Hopkinton Meter Station Meter # 020509, and AGT Marathon
Meter Station, meter # 230

:

Gas in Liquid Form

Delivery Point: The outlet flange of the Main Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Main Facility.

2. NEW BEDFORD FACILITY:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the NSTAR Gas Company Distribution
System.

Gas in Liquid Form

Delivery Point: The outlet flange of the New Bedford Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the New Bedford Facility.

3. BAY STATE FACILITIES:

The Ludlow LNG Facility:

Gas in Vapor Form

Primary Receipt Points: TGP Ludlow Meter Station [020509]

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System, Ludlow, MA

Gas in Liquid Form

Delivery Point: The outlet flange of the Ludlow Facility.

Alternative Delivery Point: The flange at the trailer loading/ unloading station at the Ludlow Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Ludlow Facility.

The Easton LNG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.

The Marshfield LNG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.

The Lawrence LNG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.

The Lawrence LPG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.

The Brockton LPG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.

The West Springfield LPG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.

The Northampton LPG Facility:

Gas in Vapor Form

Delivery Point: The flange at the interconnection with the Eversource Gas Company of Massachusetts Distribution System.

Gas in Liquid Form

Delivery Point: The outlet flange of the Facility.

Receipt Point: The flange at the trailer loading/ unloading station at the Facility.