FORMS OF SERVICE AGREEMENT

INDEX

Description/Title

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6. Form of Service Agreement for Rate Schedule MNIT
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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365

Date: __________________________,  Contract No. __________________

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C.,
(“Pipeline”) and __________________________________ (“Customer”).

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 4.1(b) of the General Terms and Conditions of Pipeline’s Tariff, the following language will be included as a Whereas clause in Customer’s Service Agreement: “The service provided to Customer under this Service Agreement will utilize capacity that was acquired by Customer as Interim Capacity pursuant to the provisions of Section 4.1(b) of the General Terms and Conditions of Pipeline’s Tariff.”]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline’s Rate Schedule MN365 and the General Terms and Conditions of Pipeline’s Tariff, which are incorporated herein by reference and made a part hereof.

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer’s capacity related to such project, the following language shall be included in Customer’s Service Agreement. “The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated _____________ between Pipeline and Customer related to this Service Agreement.”]

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement and any right to decrease the MDTQ or MATQ during the term of this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline’s Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline’s Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on ____________ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Customer and Pipeline] and shall continue for a
1. Form of Service Agreement for Rate Schedule MN365

Part 7 - Forms of Service Agreement

Maritimes & Northeast Pipeline, L.L.C.

Second Revised Volume No. 1

FERC Gas Tariff

Issued on: May 1, 2017
Effective on: June 1, 2017

Term ending on and including ___________ [or, when applicable, “shall continue for a term of _____ years”] (“Primary Term”) and shall continue to be effective from ___________ to ___________ thereafter [In the event that the capacity was awarded as Interim Capacity pursuant to Section 4.1(b) of the General Terms and Conditions of Pipeline’s Tariff, the following phrase will be included in Customer’s Service Agreement: “but in no event beyond ________,”] (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _______ [at least one (1) year for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. [In the event that Pipeline and Customer agree to a fixed term, the evergreen and notice of termination language shall be omitted from Customer’s Service Agreement.] Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

If this Service Agreement qualifies as a "ROFR Agreement" as defined in the GT&C of Pipeline's FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer's right of first refusal under Section 4.2 of the GT&C of Pipeline's FERC Gas Tariff.

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 4.1(b) of the General Terms and Conditions of Pipeline’s Tariff, the previous paragraph will be replaced with the following language: "This Service Agreement does not qualify as a ROFR Agreement, as such term is defined in Section 1 of the General Terms and Conditions of Pipeline’s Tariff."]

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Pipeline:
Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of __________ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_______________________

MARITIMES & NORTHEAST PIPELINE, L.L.C.

by: M&N Management Company, LLC
its Managing Member

By:______________________________

By:______________________________

Title:____________________________

Title:____________________________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

EXHIBIT A Dated ____________
to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN365
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND
__________________________ ("CUSTOMER")
DATED ____________________

Exhibit A Effective Date: ____________

FIRM RECEIPT POINTS

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<th>RECEIPT POINT</th>
<th>MDRO</th>
<th>RECEIPT PRESSURE LIMITATIONS</th>
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<td>(plus applicable fuel retainage quantities)</td>
<td></td>
<td></td>
</tr>
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</table>

Signed for Identification

Pipeline: ______________________________
by: M&N Management Company, LLC
its Managing Member

Customer: ______________________________

Supersedes Exhibit A Dated ______________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

EXHIBIT B Dated __________

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MN365
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND
________________________
("CUSTOMER")

DATED _________________

Exhibit B Effective Date: __________

FIRM DELIVERY POINTS

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<th>DELIVERY POINT</th>
<th>MDDO</th>
<th>DELIVERY PRESSURE LIMITATIONS</th>
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</thead>
</table>

Signed for Identification

Pipeline: ________________________________
by: M&N Management Company, LLC
    its Managing Member

Customer: ________________________________

Supersedes Exhibit B Dated ________________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MN365
(continued)

Exhibit C

Transportation Quantities

Dated: ________________

Exhibit C Effective Date: __________

To the Service Agreement under Rate Schedule MN365 dated __________ between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and ________________________________ ("Customer") concerning transportation quantities.

For the period from ______________ through ______________
Maximum Daily Transportation Quantity (MDTQ) ___________ Dth
Maximum Annual Transportation Quantity (MATQ) __________ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from ______________ through ______________
Maximum Daily Transportation Quantity (MDTQ) ___________ Dth
Maximum Annual Transportation Quantity (MATQ) __________ Dth

Signed for Identification

Pipeline: _______________________________________
by:   M&N Management Company, LLC
    its Managing Member

Customer: ______________________________________

Supersedes Exhibit C Dated ________________

Issued on:  May 1, 2017
Effective on:  June 1, 2017
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
RESERVED FOR FUTURE USE
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT

Date:__________________________, Contract No.__________________

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and ________________________________ ("Customer").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 4.1(b) of the General Terms and Conditions of Pipeline's Tariff, the following language will be included as a Whereas clause in Customer's Service Agreement: "The service provided to Customer under this Service Agreement will utilize capacity that was acquired by Customer as Interim Capacity pursuant to the provisions of Section 4.1(b) of the General Terms and Conditions of Pipeline's Tariff."]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for Incremental Lateral transportation service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNLFT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

[In the event that a precedent agreement for a new or an expansion project contains credit provisions applicable to Customer's capacity related to such project, the following language shall be included in Customer's Service Agreement. "The credit requirements applicable to this Service Agreement are set forth in that certain Precedent Agreement dated ______________ between Pipeline and Customer related to this Service Agreement."]

2. The Maximum Daily Transportation Quantity (MDTQ) and Maximum Annual Transportation Quantity (MATQ) for service under this Service Agreement and any right to decrease the MDTQ or MATQ during the term of this Service Agreement are listed on Exhibit C attached hereto. The Point(s) of Receipt and Point(s) of Delivery, respectively, are listed on Exhibits A and B attached hereto. Exhibit(s) A, B, and C are incorporated herein by reference and made a part hereof.

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation (MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on ___________ [this blank may include a date certain, a date either earlier or later than a specified date certain based on the completion of construction of facilities necessary to provide service under the Agreement, a date set forth in or established by a relevant order from the Federal Energy Regulatory Commission or a commencement date as defined in a precedent agreement between Customer and Pipeline] and shall continue for a

Issued on: May 1, 2017
Effective on: June 1, 2017
term ending on and including __________ [or, when applicable, “shall continue for a term of _____ years”] (“Primary Term”) and shall continue to be effective from __________ to __________ thereafter [In the event that the capacity was awarded as Interim Capacity pursuant to Section 4.1(b) of the General Terms and Conditions of Pipeline’s Tariff, the following phrase will be included in Customer’s Service Agreement: ”but in no event beyond __________.”] (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least _______ [at least one (1) year for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements; with the exception that, for Service Agreements with a primary term of exactly one (1) year, the notice must be submitted within ten (10) Business Days of the beginning of the primary term of the Service Agreement, and at least one (1) year for subsequent notices for such Service Agreement]. [In the event that Pipeline and Customer agree to a fixed term, the evergreen and notice of termination language shall be omitted from Customer’s Service Agreement.] Upon termination, any portions of this Service Agreement necessary to correct or cash out imbalances or to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing or payment has been accomplished. To the extent that Customer desires to terminate this Service Agreement and Pipeline agrees to such termination, Pipeline will collect as part of the exit fee all (or such lesser portion as Pipeline agrees to) of the capacity Reservation Charges (Incremental Lateral Line) otherwise recoverable by Pipeline from Customer for the balance of the contractual term, absent such early termination.

If this Service Agreement qualifies as a “ROFR Agreement” as defined in the GT&C of Pipeline’s FERC Gas Tariff, the provision of a termination notice by either Customer or Pipeline, pursuant to the preceding paragraph, any reduction of the MDTQ and MATQ pursuant to Exhibit C (but only for the quantity of the reduction) or the expiration of this Service Agreement by its own terms triggers Customer’s right of first refusal under Section 4.2 of the GT&C of Pipeline’s FERC Gas Tariff.

[In the event that the capacity was awarded as Interim Capacity pursuant to Section 4.1(b) of the General Terms and Conditions of Pipeline’s Tariff, the previous paragraph will be replaced with the following language: “This Service Agreement does not qualify as a ROFR Agreement, as such term is defined in Section 1 of the General Terms and Conditions of Pipeline’s Tariff.”]

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline’s Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline’s Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Pipeline:
Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of __________ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:_________________________ MARITIMES & NORTHEAST PIPELINE, L.L.C.

by: M&N Management Company, LLC
its Managing Member

By:_________________________ By:_________________________

Title:_________________________ Title:_________________________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

EXHIBIT A Dated __________

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MNLFT
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

__________________________ ("CUSTOMER")

DATED _________________

FIRM RECEIPT POINTS

Exhibit A Effective Date: __________

RECEIPT
POINT

MDRO

RECEIPT PRESSURE
LIMITATIONS

Pipeline's line pressure as may
exist from time to time

Signed for Identification

Pipeline: ________________________________
by: M&N Management Company, LLC
its Managing Member

Customer: ________________________________

Supersedes Exhibit A Dated _________________

Issued on: May 1, 2017
Effective on: June 1, 2017
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

EXHIBIT B Dated __________

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE MNLFT
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C.
AND

__________________________ ("CUSTOMER")

DATED _________________

FIRM DELIVERY POINTS

Exhibit B Effective Date: __________

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Signed for Identification

Pipeline: __________________________________

by: M&N Management Company, LLC

its Managing Member

Customer: __________________________________

Supersedes Exhibit B Dated __________________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNLFT
(continued)

Exhibit C

Transportation Quantities

Dated: ______________

Exhibit C Effective Date: ____________

To the Service Agreement under Rate Schedule MNLFT dated __________ between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and ____________________________ ("Customer") concerning transportation quantities.

For the period from ______________ through ______________
Maximum Daily Transportation Quantity (MDTQ) ___________ Dth
Maximum Annual Transportation Quantity (MATQ) __________ Dth

To the extent that Customer and Pipeline have agreed upon a reduction of Customer's MDTQ and MATQ to occur at a specified time during the term of Customer's Service Agreement, the following shall be included in Customer's Service Agreement for each agreed upon reduction:

For the period from ______________ through ______________
Maximum Daily Transportation Quantity (MDTQ) ___________ Dth
Maximum Annual Transportation Quantity (MATQ) __________ Dth

Signed for Identification

Pipeline: ____________________________
by: M&N Management Company, LLC
      its Managing Member

Customer: ____________________________

Supersedes Exhibit C Dated ______________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNIT

Date: ___________________________, Contract No. __________________________

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C.,
("Pipeline") and _______________________________ ("Customer").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context
of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable,
between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities
necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the
parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this
Service Agreement and subject to Pipeline's Rate Schedule MNIT and the General Terms and
Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part
hereof.

[In the event that a precedent agreement for a new or an expansion project contains credit
provisions applicable to Customer's capacity related to such project, the following
language shall be included in Customer's Service Agreement. “The credit requirements
applicable to this Service Agreement are set forth in that certain Precedent Agreement dated
_____________ between Pipeline and Customer related to this Service Agreement.”]

2. Maximum Daily Transportation Quantity (MDTQ) ______________ Dth
Maximum Annual Transportation Quantity (MATQ) ______________ Dth

On any given Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at
Point(s) of Receipt quantities of gas in excess of Pipeline's Maximum Daily Receipt Obligation
(MDRO), plus Fuel Retainage Quantity, but shall not receive in the aggregate at all Points of
Receipt on any Day a quantity of gas in excess of the applicable MDTQ, plus Fuel Retainage
Quantity. On any given Day, Pipeline shall not be obligated to, but may at its sole discretion,
deliver at any Point of Delivery quantities of gas in excess of Pipeline's Maximum Daily Delivery
Obligation (MDDO), but shall not deliver in the aggregate at all Points of Delivery on any Day
quantities of gas in excess of the applicable MDTQ.

3. This Service Agreement shall be effective on ____________ [this blank may include a date certain,
a date either earlier or later than a specified date certain based on the completion of construction
of facilities necessary to provide service under the Agreement, a date set forth in or established
by a relevant order from the Federal Energy Regulatory Commission or a commencement date
as defined in a precedent agreement between Customer and Pipeline] and shall continue for a
term ending on and including ____________, [or, when applicable, “shall continue for a term of
____ years”] (“Primary Term”) and shall continue to be effective from ______________ to
_____________ thereafter unless terminated by either party upon prior written notice of at least
_______. Upon termination, any portions of this Service Agreement necessary to correct or cash
out imbalances or to make payment under this Service Agreement as required by the GT&C will
survive the other parts of this Service Agreement until such time as such balancing or payment
has been accomplished.

Issued on: May 1, 2017
Effective on: June 1, 2017
4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Pipeline shall not be obligated to receive gas at any pressure less than the operating pressure of Pipeline's system at the Point(s) of Receipt. Pipeline shall deliver gas at each Point(s) of Delivery at such pressures as may exist on Pipeline's system from time to time at such point. In no event shall Pipeline be obligated to deliver gas at any time at a pressure in excess of the Maximum Allowable Operating Pressure for Pipeline's facilities at any point.

6. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Pipeline:

Customer:

7. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of __________ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

8. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:____________________________

MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company, LLC
its Managing Member

By:____________________________

By:____________________________

Title:____________________________

Title:____________________________

Issued on: May 1, 2017
Effective on: June 1, 2017
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNPAL

Date:__________________________, Contract No.__________________

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and ________________________________ ("Customer").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNPAL and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. The Maximum Park Quantity or Maximum Loan Quantity, as appropriate, and the Point(s) of Transaction applicable to a specific transaction(s) are identified in Exhibit(s) A to this Service Agreement. Customer shall initiate a request for each park or loan service transaction by executing and delivering to Pipeline one or more Exhibit(s) A. Exhibit(s) A is incorporated herein by reference and made a part hereof.

3. This Service Agreement shall be effective on ___________ and shall continue for a term ending on and including ___________ ("Primary Term") and shall continue to be effective from ___________ to ___________ thereafter unless terminated by either party upon prior written notice of at least _______. Upon termination, any portions of this Service Agreement necessary to correct or resolve a park balance or a loan balance under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such balancing has been accomplished.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

5. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Issued on: May 1, 2017
Effective on: June 1, 2017
Pipeline:

Customer:

6. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of __________ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

7. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:___________________

MARITIMES & NORTHEAST PIPELINE, L.L.C.

by: M&N Management Company, LLC

its Managing Member

By:____________________________

By:____________________________

Title:____________________________

Title:____________________________
MARITIMES & NORTHEAST PIPELINE, L.L.C.
PARK AND LOAN (MNPAL) AGREEMENT
DATED ___________________

EXHIBIT A-__ DATED ___________________

Exhibit A-__ Effective Date: __________

PIPELINE: Maritimes & Northeast Pipeline, L.L.C.
5400 Westheimer Court
Houston, Texas  77056-5310

Attention: Contract Administration

CUSTOMER: ___________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
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<tr>
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<th>Commencement Service Date</th>
<th>Termination of Service Date</th>
<th>Maximum Park/Loan Quantity</th>
<th>Specific Points</th>
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<td>Loan Service</td>
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MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company, LLC
its Managing Member

By____________________________________

[NAME OF CUSTOMER]

By____________________________________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNTTT

Date:__________________________, Contract No.__________________

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C., ("Pipeline") and ________________________________ ("Customer").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable, between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities necessary to provide service under the Agreement, and will not include binding consideration.]

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

1. Pipeline shall deliver and Customer shall take and pay for service pursuant to the terms of this Service Agreement and subject to Pipeline's Rate Schedule MNTTT and the General Terms and Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part hereof.

2. This Service Agreement shall be effective on ___________ and shall continue for a term ending on and including ___________ ("Primary Term") and shall continue to be effective from ___________ to ___________ thereafter (not less than year to year for the secondary term for agreements with a Primary Term of more than 1 year) unless terminated by either party upon prior written notice of at least ___[at least two years for Long Term Service Agreements; mutually agreeable for Short Term Service Agreements]. Upon termination, any portions of this Service Agreement necessary to make payment under this Service Agreement as required by the GT&C will survive the other parts of this Service Agreement until such time as such payment has been accomplished.

3. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service Agreement except during the specified term of a discounted rate or a negotiated rate to which Customer and Pipeline have agreed. Provisions governing such discounted rate shall be as specified in the Discount Confirmation to this Service Agreement. Provisions governing such negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates filed, with the consent of Customer, as part of Pipeline's Tariff. It is further agreed that Pipeline may seek authorization from the Commission and/or other appropriate body at any time and from time to time to change any rates, charges or other provisions in the applicable Rate Schedule and General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be construed to deny Customer any rights it may have under the Natural Gas Act, including the right to participate fully in rate or other proceedings by intervention or otherwise to contest increased rates in whole or in part.

4. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. Customer or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Pipeline:

Customer:
5. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of __________ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

6. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

CUSTOMER:___________________________ MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company, LLC
its Managing Member

By:___________________________ By:___________________________

Title:___________________________ Title:___________________________
FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE MNTABS

Date:________________________,  Contract No.____________________

SERVICE AGREEMENT

This SERVICE AGREEMENT is entered into by and between Maritimes & Northeast Pipeline, L.L.C.,
("Pipeline") and ________________________________ ("TABS Party").

WHEREAS, [this and an additional clause(s) may be included to describe the historical or factual context
of the Agreement, to describe or identify a precedent agreement, and any other agreements if applicable,
between Pipeline and Customer related to the Agreement, and/or to describe or define the facilities
necessary to provide service under the Agreement, and will not include binding consideration.]
NOW THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the
parties do agree as follows:

1. Pipeline shall permit the TABS Party to take service pursuant to the terms of this Service
Agreement and subject to Pipeline's Rate Schedule MNTABS and the General Terms and
Conditions of Pipeline's Tariff, which are incorporated herein by reference and made a part
hereof.

2. Pipeline and TABS Party agree that service hereunder shall be provided at the TABS Points
specified in Pipeline's Rate Schedule MNTABS.

3. This Service Agreement shall be effective on ___________ and shall continue for a term ending
on and including ___________ ("Primary Term") and shall continue to be effective from
______________ to ______________ thereafter unless terminated by either party upon prior
written notice of at least _______. Upon termination, any portions of this Service Agreement
necessary to correct or cash out imbalances or to make payment under this Service Agreement
as required by the GT&C will survive the other parts of this Service Agreement until such time as
such balancing or payment has been accomplished.

4. Maximum rates, charges, and fees shall be applicable to service pursuant to this Service
Agreement except during the specified term of a discounted rate or a negotiated rate to which
TABS Party and Pipeline have agreed. Provisions governing such discounted rate shall be as
specified in the Discount Confirmation to this Service Agreement. Provisions governing such
negotiated rate and term shall be as specified on an appropriate Statement of Negotiated Rates
filed, with the consent of TABS Party, as part of Pipeline's Tariff. It is further agreed that Pipeline
may seek authorization from the Commission and/or other appropriate body at any time and from
time to time to change any rates, charges or other provisions in the applicable Rate Schedule and
General Terms and Conditions of Pipeline's Tariff, and Pipeline shall have the right to place such
changes in effect in accordance with the Natural Gas Act. Nothing contained herein shall be
construed to deny TABS Party any rights it may have under the Natural Gas Act, including the
right to participate fully in rate or other proceedings by intervention or otherwise to contest
increased rates in whole or in part.

5. Pipeline shall not be obligated to receive Gas at any pressure less than the operating pressure
of Pipeline's system at the Point(s) of Receipt. In no event shall Pipeline be obligated to deliver
gas at any time at a pressure in excess of Pipeline's system pressure as it may exist from time
to time or the Maximum Allowable Operating Pressure for Pipeline's facilities at any point.

6. All Gas tendered to Pipeline for TABS Party's account shall conform to the quality specifications
set forth in Section 12 of Pipeline's General Terms and Conditions.

Issued on:  May 1, 2017
Effective on: June 1, 2017
7. Unless otherwise required in the Tariff, all notices shall be in writing and shall be considered duly delivered when mailed to the applicable address below or transmitted via facsimile. TABS Party or Pipeline may change the addresses or other information below by written notice to the other without the necessity of amending this Service Agreement:

Pipeline:

TABS Party:

8. The interpretation and performance of this Service Agreement shall be in accordance with the laws of the State of __________ without recourse to the law governing conflict of laws. This Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

9. This Service Agreement supersedes and cancels, as of the effective date of this Service Agreement, the contract(s) between the parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

TABS
PARTY: __________________________
By:____________________________

MARITIMES & NORTHEAST PIPELINE, L.L.C.
By M&N Management Company, LLC
Its Managing Member

By:____________________________   By:____________________________
FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365 AND MNLFT

This Umbrella Service Agreement, made and entered into this ____ day of ______________, by and between _______________________ (herein called “Replacement Customer”), and Maritimes & Northeast Pipeline, L.L.C., a Delaware Limited Liability Company (herein called “Pipeline”),

W I T N E S S E T H:

WHEREAS,

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Customer and Pipeline hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

This Umbrella Service Agreement is in all respects subject to and governed by Rate Schedules MN365 and MNLFT and the General Terms and Conditions of Pipeline’s FERC Gas Tariff (“Tariff”) as such rate schedules may be modified from time to time, and such are incorporated by reference. In the event that language of this Umbrella Service Agreement or any Exhibit conflicts with Pipeline’s Tariff, the language of the Tariff will control.

Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements are met in order for Replacement Customer to be on Pipeline’s approved bidder list for capacity releases and execute this Umbrella Service Agreement pursuant to Section 9 of Pipeline’s GT&C, and this Umbrella Service Agreement is effective, Replacement Customer may bid from time to time on proposed capacity releases under Rate Schedules MN365 and/or MNLFT pursuant to the procedure set forth in Section 9 of Pipeline’s GT&C. If at anytime a bid submitted by Replacement Customer is accepted by Pipeline with respect to a given capacity release, Pipeline will promptly finalize by means of Pipeline's LINK® System the appropriate Addendum to this Umbrella Service Agreement, in the format attached hereto, depending upon the rate schedule under which the capacity is being released. An Addendum shall be deemed to be an executed Service Agreement under the rate schedule designated therein, subject to the terms and conditions of the rate schedule, the form of service agreement applicable to such rate schedule, and the General Terms and Conditions of Pipeline's Tariff. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Customer and Pipeline agree that Replacement Customer shall be considered for all purposes as a Customer with respect to the released service.

Upon the finalization of an Addendum, subject to the terms, conditions and limitations hereof and of Pipeline's Rate Schedules MN365 and/or MNLFT, as applicable, Pipeline agrees to provide the applicable released service for Replacement Customer under the applicable rate schedule, provided however, the Replacement Customer qualified under the financial evaluation and credit appraisal requirements set forth in Section 3 of Pipeline's GT&C at the time it submitted the bid Pipeline accepted with respect to such release.

Replacement Customer hereby agrees to promptly provide any information necessary for Pipeline to reevaluate Pipeline's credit appraisal as contemplated by Section 3 of Pipeline's GT&C and to advise Pipeline of any material change in the information previously provided by the Replacement Customer to Pipeline.

Issued on:   May 1, 2017
Effective on: June 1, 2017
ARTICLE II
TERM OF AGREEMENT

The term of this Agreement shall commence on _______________ and shall continue in force and effect until _______________ and _______________ to ____________________ thereafter unless this Umbrella Service Agreement is terminated as hereinafter provided. If Pipeline determines at anytime that Replacement Customer fails to meet the financial standards or credit criteria of Section 3 of the GT&C, Pipeline may terminate this agreement and all Addenda attached hereto prospectively in accordance with Section 3 of the GT&C.

ARTICLE III
RATE SCHEDULE

This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Customer to utilize a service subject to the applicable provisions of the relevant Service Agreement and the terms and conditions for Rate Schedules MN365 and/or MNLFT, by finalization of a copy of an Addendum MN365 and/or MNLFT attached hereto and fully incorporated herein as a part of this Umbrella Service Agreement.

Replacement Customer agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Umbrella Service Agreement (b) the terms and conditions of this Umbrella Service Agreement, pursuant to which service hereunder is rendered or (c) any provision of the GT&C applicable to this Umbrella Service Agreement. Pipeline agrees that the Replacement Customer may protest or contest the aforementioned filings, unless the Replacement Customer has otherwise agreed not to protest or contest any or all of the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the GT&C of this FERC Gas Tariff, any notice, request, demand, statement, invoice or payment provided for in this Umbrella Service Agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline:

(b) Replacement Customer:

or such other address as either party shall designate by formal written notice.

ARTICLE V
INTERPRETATION

The interpretation and performance of this Umbrella Service Agreement shall be in accordance with the laws of the State of ______________, without recourse to the law governing conflict of laws.
This Umbrella Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VI
RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER
AND RELEASING CUSTOMER

The parties recognize that, pursuant to Commission orders, Releasing Customer may require that the Replacement Customer agree that a breach of this Agreement, including a failure to pay, or to pay timely, by Replacement Customer under this Agreement, constitutes a breach of contract as between Replacement Customer and Releasing Customer. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Customer fails to pay Pipeline, fails to timely pay Pipeline, or otherwise breaches this Agreement with Pipeline: (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in Section 9.7(a) of the GT&C and except with respect to penalties attributable to Replacement Customer’s conduct) shall be liable to Pipeline for such failure to pay or breach (it being understood that nothing in this Article VI relieves Releasing Customer from responsibility to pay Pipeline in accordance with its service agreements with Pipeline) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Pipeline or otherwise perform, Releasing Customer may have a cause of action for breach against Replacement Customer.

IN WITNESS WHEREOF, the parties hereto have caused this Umbrella Service Agreement to be signed by their respective Officers and/or Representatives thereunto duly authorized to be effective as of the date stated above.

MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company, LLC
its Managing Member

By ________________________________
Deal No.: __________
Maritimes & Northeast Pipeline, L.L.C. Addendum Contract No.: __________
Capacity Release Umbrella Agreement No.: __________

Addendum No.____
Capacity Release Rate Schedule ___

Replacement Customer: ____________________________________________
Releasing Customer: ________________________________________________

Releasing Customer's Contract No.: __________

Begin Date of Release: _______________
End Date of Release: _______________

Rates: [Volumetric or Reservation]
U.S. $

Surcharges (excluding usage-based surcharges):

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Volume Commitment _________ (Dth/Monthly Billing Period)

Maximum Daily Transportation Quantity (MDTQ): _________(Dth)

Billable Quantities:

<p>| Service: |
|__________|</p>
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FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365 AND MNLFT
(continued)

Addendum No. ___ (Con't)
Capacity Release
Rate Schedule ___

Specific Firm Point(s) of Receipt:
Receipt Point MDRO  Effective From  Effective To

Specific Firm Point(s) of Delivery:
Delivery Point MDDO  Effective From  Effective To

Is this capacity subject to right of recall?  Yes ____   No ____

Recall Conditions (if applicable):
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Are there any restrictions on released capacity?  Yes ____   No ____

Restrictions (if applicable):
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Issued on:  November 30, 2015
Effective on: December 1, 2015
FORM OF SERVICE AGREEMENT FOR
CAPACITY RELEASE UMBRELLA AGREEMENT UNDER
RATE SCHEDULES MN365 AND MNLFT
(continued)

Addendum No. ___ (Con't)
Capacity Release
Rate Schedule ___

Was Maritimes & Northeast Pipeline, L.L.C.’s default bid evaluation criteria used?
Yes ___ No ___

Evaluation Criteria (if applicable):
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

Were contingent bids accepted? Yes ____ No ____

Contingency comments (if applicable):
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Customer and Releasing Customer]
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

This Addendum, entered into, pursuant to Maritimes & Northeast Pipeline, L.L.C.’s capacity release program and to the executed Capacity Release Umbrella Agreement between Maritimes & Northeast Pipeline, L.L.C. and the Replacement Customer, is heretofore made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.
FORM OF SERVICE AGREEMENT 
FOR THE LINK® SYSTEM

This LINK® System Agreement, executed this ___ day of __________, ____, by and between ________________________________ (Service Requester Proprietary Number __________) (hereafter referred to as "LINK® System Subscriber"), and MARITIMES & NORTHEAST PIPELINE, L.L.C. (hereafter referred to as "Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, LINK® System Subscriber and Pipeline do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

a. Pipeline shall make available for use by LINK® System Subscriber Pipeline's computerized electronic communication system, the LINK® Customer Interface System ("LINK® System"), to perform such functions as may be available on the LINK® System from time to time.

b. Use of the LINK® System is subject to the General Terms and Conditions, as well as the provisions of any Rate Schedule and Service Agreement, as set forth in Pipeline's currently effective FERC Gas Tariff, as effective from time to time, and which are hereby incorporated by reference.

c. LINK® System Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and to make changes effective in (a) the rates and charges applicable to service pursuant to this LINK® System Agreement; and (b) any provision of Pipeline's FERC Gas Tariff related to this LINK® System Agreement. Pipeline agrees that LINK® System Subscriber may protest or contest the aforementioned filings, and LINK® System Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE II
TERM

The term of this LINK® System Agreement shall commence on the date of execution hereof and shall continue in full force and effect on a month to month basis until terminated by Pipeline or LINK® System Subscriber, with thirty days prior written notice of such termination.

ARTICLE III
ADDRESSES

Except as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment pursuant to this LINK® System Agreement shall be in writing and shall be considered as duly delivered when received on-line via the LINK® System, or when received as registered, certified, or regular mail at the address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Spectra Energy Transmission  
Attn: LINK® Services, Room WO 3I-32  
5400 Westheimer Court  
P.O. Box 1642  
Houston, TX 77251-1642

Issued on: May 1, 2017  
Effective on: June 1, 2017
(b) LINK® System Subscriber:

[The address LINK® System Subscriber shall designate by submitting the on-line Contact Information as discussed in the Electronic Communications section of the General Terms and Conditions of the relevant Pipeline's tariff.]

ARTICLE IV
INTERPRETATION

The interpretation and performance of this LINK® System Agreement shall be in accordance with the laws of the State of Texas without recourse to the law governing conflicts of law.

This LINK® System Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter hereof, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE V
AGREEMENTS BEING SUPERSEDED

When this LINK® System Agreement becomes effective, it shall supersede any LINK® System Agreement(s) between the parties hereto with an earlier execution date.

IN WITNESS WHEREOF, the parties hereto have caused this LINK® System Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

MARITIMES & NORTHEAST PIPELINE, L.L.C.
by: M&N Management Company, LLC
   its Managing Member

By:________________________________________

Title:________________________________________

_____________________________________
Signature

LINK® System Subscriber

By:________________________________________

Title:________________________________________

_____________________________________
Signature
OPERATIONAL BALANCING AGREEMENT ("AGREEMENT")
BETWEEN
MARITIMES & NORTHEAST PIPELINE, L.L.C
AND

This Agreement is made and effective as of the ______ day of _____________, 20__, by ______ ("OBA Party") and by Maritimes & Northeast Pipeline, L.L.C. ("Maritimes"), collectively referred to as "Parties" or individually referred to as a "Party".

WITNESSETH

WHEREAS, the pipeline facilities operated by the Parties interconnect at the interconnection point(s) specified on Exhibit 1 attached hereto and incorporated herein by this reference (hereinafter referred to as "Location", whether one or more); and

WHEREAS, Party or Parties have entered into one or more agreements with third party Service Requesters ("Service Requester(s)") for the transportation of natural gas to or from the Location on the Parties’ respective systems (said agreements hereinafter referred to as "Service Requester Agreements"); and

WHEREAS, from time to time, dekatherms of natural gas confirmed and scheduled by the Parties to be delivered to or received from the Location (said quantities hereinafter referred to as “Scheduled Quantities”) may be greater than or less than the dekatherms of natural gas which are actually delivered at the Location, resulting in inadvertent over- or under-deliveries of the Service Requesters’ Scheduled Quantities; and

WHEREAS, the Parties desire to implement an operational balancing agreement in order to facilitate more efficient operations, accounting, and systems management at the Location and on the Parties’ respective systems; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1: Operational Parameters

(1.1) Prior to the date and time of flow at each Location, the Parties shall confirm and schedule Service Requester(s) nominations which will be delivered or received at each Location. Such confirmation between the Parties shall be made electronically via electronic interface system (such as the Parties’ Electronic Bulletin Boards or other successor systems), unless otherwise mutually agreed to by the Parties.

(1.2) The Parties intend that the total dekatherms of natural gas actually delivered and received each gas day at each Location will equal the Scheduled Quantities for said Location. Each Party will allocate the dekatherms that have been delivered and received at each Location among the Service Requester Agreements on its system pursuant to the Scheduled Quantities at each such Location. Any difference between the total actual physical flow of gas and the total of all Scheduled Quantities at each Location for such gas day is defined for the purposes of this Agreement as the “Daily Operational Imbalance”. The sum of all unresolved Daily Operational Imbalances at any given time is defined for purposes of this Agreement as the “Cumulative Operational Imbalance”. The Parties shall eliminate such Daily Operational Imbalance and Cumulative Operational Imbalance pursuant to this Agreement.
(1.3) Unless the Parties otherwise mutually agree, the best available operating data for gas flows at the Location shall be used on a daily basis during any current period to determine the estimated Cumulative Operational Imbalance at the Location, with physical flow adjustments to be made during that current period as mutually agreed to by both Parties to attempt to maintain or achieve a Cumulative Operational Imbalance of zero at the Location. The Cumulative Operational Imbalance shall be calculated by Measuring Party no later than the tenth (10th) day of the following month.

(1.4) [In the event that the Parties agree to resolve any Cumulative Operational Imbalance via the cash out mechanism set forth in Maritimes’ FERC Gas Tariff, the following language will be included in the Operational Balancing Agreement between the Parties as paragraph (1.4): "Any Cumulative Operational Imbalance calculated pursuant to paragraph (1.3) above for said month shall be cashed-out in accordance with the balancing provisions set forth in Section 11.6 of the General Terms and Conditions of Maritimes’ FERC Gas Tariff. Once the Cumulative Operational Imbalance has been cashed out for a particular month, such cash out shall be a Party’s sole remedy for resolution of the Cumulative Operational Imbalance, unless mutually agreeable."] [In the event that the Parties agree to resolve any Cumulative Operational Imbalance via an in-kind of receipt or delivery of natural gas, the following language will be included in the Operational Balancing Agreement between the Parties as paragraph (1.4): "Any Cumulative Operational Imbalance calculated pursuant to paragraph (1.3) above for said month shall be agreed to by electronic interface systems or in writing by the Parties prior to the tenth (10th) day of such month. Such Cumulative Operational Imbalance shall be resolved by the Parties pursuant to mutually agreed upon procedures, which shall be negotiated by the Parties on a not unduly discriminatory basis."]

Article 2: Term and Effectiveness

(2.1) [In the event that the Parties agree to resolve any Cumulative Operational Imbalance via the cash out mechanism set forth in Maritimes’ FERC Gas Tariff, the following language will be included in the Operational Balancing Agreement between the Parties as paragraph (2.1): “Upon the termination of this Agreement, the Parties agree to cash-out any remaining Cumulative Operational Imbalance pursuant to the terms and conditions of this Agreement within thirty (30) days of termination of this Agreement or such other period of time which is mutually agreed upon by the Parties.”] [In the event that the Parties agree to resolve any Cumulative Operational Imbalance via an in-kind of receipt or delivery of natural gas, the following language will be included in the Operational Balancing Agreement between the Parties as paragraph (2.1): “Upon the termination of this Agreement, the Parties agree to reconcile and eliminate any remaining Cumulative Operational Imbalance pursuant to the terms and conditions of this Agreement within thirty (30) days of termination of this Agreement or such other period of time which is mutually agreed upon by the Parties. Or, upon mutual agreement by the Parties, the Cumulative Operational Imbalance may be resolved by cash out according to the provisions of Maritimes’ FERC Gas Tariff.”]

(2.2) Subject to the provisions of this Article 2, this Agreement shall be effective as of the effective date and shall continue from month to month thereafter until terminated by either Party upon not less than thirty (30) days’ prior written notice.

(2.3) Notwithstanding the provisions of Paragraph (2.2), this Agreement can be terminated by either Party under the following conditions:

(a) Failure by either Party to immediately adjust the operations of its system when informed in writing or by electronic interface system of a critical operating condition(s) by the other Party. A critical operating condition is determined in the sole reasonable judgment of the Party claiming a critical operating condition.
Article 3: Miscellaneous

(3.1) This Agreement and the terms and conditions herein are subject to all present and future valid laws, orders, rules and regulations established by a governmental body with jurisdiction that is applicable to the Parties and this Agreement.

(3.2) In the event a conflict exists or arises between this Agreement and the Maritimes FERC Gas Tariff, as amended from time to time, it is agreed and understood that the latter shall control. This Agreement shall supersede any other agreements with respect to the handling of a Daily Operational Imbalance and the Cumulative Operational Imbalance at the Location.

(3.3) OBA Party hereby acknowledges and agrees that the provisions of Maritimes’ FERC Gas Tariff are incorporated herein by reference and made a part of this Agreement for all purposes, and that such FERC Gas Tariff provisions shall be applicable to operations on Maritimes’s pipeline system, including any and all rights and obligations of Maritimes pursuant to this Agreement and any and all rights and obligations of OBA Party pursuant to this Agreement. OBA Party also agrees that it shall be required to comply with all of the creditworthiness requirements in Maritimes’ FERC Gas Tariff throughout the term of this Agreement.

(3.4) This Agreement is for accounting and system management purposes only, and is entered into by the Parties with the understanding that the balancing activities provided for hereunder will not subject any non-jurisdictional entity to regulation by the Federal Energy Regulatory Commission as a “natural gas company” under the provisions of the Natural Gas Act. If, at any time, it should be determined that such balancing activities do result in such regulation, then this Agreement shall immediately terminate, and any remaining Cumulative Operational Imbalance shall be resolved pursuant to Paragraph (2.1) of this Agreement.

(3.5) This Agreement is not assignable.

(3.6) This Agreement shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING UNDER THIS AGREEMENT.

(3.7) No waiver by either Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any continuing or future default or defaults, whether of a like or different character, or a waiver of each of the Parties’ obligations to eliminate a Daily Operational Imbalance or the Cumulative Operational Imbalance by adjusting nominations and, or, deliveries and receipts of gas at the Location, as provided herein.

(3.8) The Parties intend that there shall be no third party beneficiary to this Agreement. Nothing in this Agreement shall entitle any persons other than OBA Party or Maritimes, to any claim, cause of action, remedy or right of any kind relating to the transaction(s) contemplated by this Agreement.
(3.9) As provided in this Agreement, written notices shall be mailed to the post office address of the Party intended to receive the same, as follows:

(OBA Party):

Address:

Maritimes:
P. O. Box 1642
Houston, Texas  77251-1642
Attention: Operational Balancing

(3.10) This Agreement constitutes the entire agreement between the Parties concerning the subject matters of this Agreement, and there are no oral or other written agreements relating to such matters.

(3.11) This Agreement supercedes and cancels, as of the effective date of this Agreement, the contract(s) between the Parties hereto as described below:

[None or an appropriate description]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives effective on the date set forth hereinabove.

MARITIMES & NORTHEAST PIPELINE, L.L.C.

By:  M&N Management Company, LLC
     Its Managing Member

By:  _________________________________

Name:  ________________________________

(OBA PARTY)

By:  _________________________________

Name:  ________________________________
EXHIBIT 1

To the Operational Balancing Agreement
Between
Maritimes & Northeast Pipeline, L.L.C.
And
___________________ (“OBA Party”)

Date: ________________

Location

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<th>Maritimes</th>
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MARITIMES & NORTHEAST PIPELINE, L.L.C.
By: M&N Management Company, LLC
Its Managing Member

By: ________________________________

Name: ______________________________

(OBA PARTY)

By: ________________________________

Name: ______________________________