

RATE AS-AVAIL (AS-AVAILABLE GAS SUPPLY SERVICE)

A. AVAILABILITY:

Service is available hereunder to any Operator for use to either 1) replace third-party procured gas supply that was scheduled, but not delivered to the Company's citygate station or 2) provide the Operator with a source of supply for incremental energy needs.

B. CHARACTER OF SERVICE:

As-Available Gas Supply Service provided under this Rate shall be on a best efforts basis and shall be subject to interruption upon at least a three (3) hours advance notice.

C. CONTRACT TERM:

The Operator shall execute a service agreement with the Company which shall specify, among other things, the Maximum Hourly and Maximum Daily Quantities ("MDQ") of gas required. The initial contract term shall be one (1) year with automatic extensions each year on the anniversary date of the executed contract unless either party notifies the other of termination in writing ninety (90) days prior to the end of the annual contract term. Negotiated prices may be contracted for a minimum of one (1) day and a maximum of thirty-one (31) days.

D. RATES AND CHARGES:

For As-Available Gas Supply Service tendered to the Operator, Operator shall pay the supply rate per Mcf or MMBtu as specified in the pricing appendix to the contract. This supply rate shall be a negotiated market-based charge. At a minimum, the Operator shall pay a price per Mcf equal to the marginal cost of gas as calculated by the Company, plus losses and unaccounted-for gas, plus five (5) cents per Mcf adjusted for Connecticut Gross Receipts taxes. Customers will also continue to be charged for transportation in accordance with their Transportation Agreement.

E. LIABILITY:

The Company shall not be liable for curtailment of service or loss of gas as a result of any governmental agency with jurisdiction to regulate, allocate, or control gas supplies or the rendition of service hereunder, and regardless of any defect in such law, regulation, or order.

The Company shall not be liable for any loss to the Operator arising from or out of service by the Company, except gross or willful negligence of the Company's own employees or agents. The Company reserves the right to commingle gas of the Operator with other gas supplies.

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(CONTINUED)

F. RULES AND REGULATIONS:

The applicable Rules and Regulations set forth in the Company's Tariff, of which this Service Classification is a part, shall govern the provision of services under this Rate.

G. RATE FILINGS:

Nothing contained herein shall be construed in any way as affecting the Company's right to make a unilateral application to the Department of Public Utility Control for a change in rates under the laws of the State of Connecticut and the regulations promulgated by the Department of Public Utility Control.