



The Northeast Utilities System

CONSENT AND ASSUMPTION AGREEMENT

THIS CONSENT AND ASSUMPTION AGREEMENT is entered into this ____ day of _____, 200__ by and among YANKEE GAS SERVICES COMPANY, a Connecticut corporation with an address at 107 Selden Street, Berlin, Connecticut 06037 (“**Company**”), and _____ and _____

(corporation, general partnership, limited liability company, or individual)

(corporation, general partnership, limited liability company, or individual)

(address)

(address)

(account number)

(“**Assignor**”)

(“**Assignee**”)

(collectively, the “**Parties**”).

RECITALS

WHEREAS, Company and Assignor entered into that certain Agreement for Gas Supply Operator Associated with Rate TRS dated as of _____, _____ (the “Operator Agreement”);

WHEREAS, under the terms of the Operator Agreement, Assignor has various rights and obligations including, without limitation, the indemnification and balancing requirements described in Sections 5 and 8 and the payment of various charges and fees payable pursuant to Section 4 of that agreement;

WHEREAS, Assignor has assigned its rights, and Assignee has assumed Assignor’s obligations under, the Operator Agreement;

WHEREAS, as required by Section 17 of the Operator Agreement, Assignor and Assignee have asked Company to consent to the transfer and assumption of Assignor's rights and obligations under the Operator Agreement; and

WHEREAS, the Company is willing to consent to the transfer of such rights and obligations of Assignor to Assignee provided that Assignor and Assignee execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. The above recitals are true, complete and correct.
2. Company hereby consents to the assignment of the Operator Agreement to Assignee, subject however to the terms and conditions contained in this Agreement.

3. Assignee hereby assumes all obligations of Assignor under the Operator Agreement, whether now existing or hereafter arising, present, conditional or contingent.

4. Assignor and Assignee each hereby severally represent and warrant to, and agree with Company that:

(a) after giving full effect to the assignment of the Operator Agreement to Assignee and the execution, delivery and performance of all documents relating thereto, there is no default under the Operator Agreement or any agreement, collateral undertaking or other instrument relating thereto, nor does any state of facts exist which, with the giving of notice, the passage of time, or otherwise would constitute such a default;

(b) after giving full effect to the assignment of the Operator Agreement to Assignee and the execution, delivery and performance of all documents relating thereto, there are no defenses, offsets or counterclaims to any obligation of Assignor or Assignee under or in respect of the Operator Agreement or any agreement, collateral undertaking or other instrument relating thereto, and all such defenses, offsets or counterclaims are hereby waived, released and satisfied by Assignor and Assignee;

(c) the consent of Company to the assignment of the Operator Agreement to Assignee shall in no way release any obligation of Assignor or Assignee to Company, or any claim of Company against Assignor or Assignee, whether such obligation or claim is now existing or hereafter arising, present, conditional or contingent;

(d) This Agreement constitutes the valid and binding obligations of Assignor and Assignee, enforceable in accordance with its respective terms; the execution, delivery, recording and performance of this Agreement does not and will not result in any violation of or be in conflict with or cause a default under any provision, term or condition of any organizational document of Assignor or Assignee, or any other agreement or document, judgment, decree, order, statute, rule, regulation, ordinance, franchise, certificate, permit or other authority applicable to Assignor or Assignee; and no consent, order, approval or authorization of, or registration, declaration or filing with any governmental or other public authority, body or agency is required in connection with the execution, delivery and performance by Assignor and Assignee of this Agreement or the consummation of any other transaction contemplated hereby or thereby; and

(e) There is no action, suit, investigation or other proceeding pending or threatened, or any basis therefor known to Assignor or Assignee, as the case may be with respect to each such representing party, which questions the validity of this Agreement or any other transaction contemplated hereby or thereby.

5. The parties hereto agree that the validity, construction and operation of the terms and provisions contained in this Agreement shall be governed and determined by the laws of the State of Connecticut. The parties also hereby (i) agree that the U.S. District Court for the District of Connecticut, or if such court does not have subject matter jurisdiction, the appropriate Connecticut State Superior Court, shall have exclusive jurisdiction over the actions arising out of or related to or in connection with this Agreement and the subject matter of this Agreement, whether in contract, tort, or any other form of action (individually and collectively, "Action"); (ii) agree to initiate any such Action against the other party only in such courts; (iii) agree that they shall not raise any defense to the lawful jurisdiction of such courts; and (iv) agree that they shall not attempt the removal of any Action to any

other court, whether to the local, state or federal courts of the United States or the courts of any other country.

6. Assignor and Assignee each jointly and severally agree to indemnify, defend and hold Company harmless from any and all liability or expense, including court costs and reasonable attorneys’ fees, arising from any default in their obligations hereunder or under the Operator Agreement or from any material misstatement or omission made by any of them relating hereto.

7. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. The obligations, agreements and liabilities of Assignor and Assignee under this Agreement shall be joint and several, except as specifically stated herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed in their names and on their behalf, respectively, by the persons duly authorized as of the day and year mentioned above.

YANKEE GAS SERVICES COMPANY
("Company")

Authorized Signature

Name

Title

Date

Witness

("Assignor")

Authorized Signature

Name

Title

Date

Witness

("Assignee")

Authorized Signature

Name

Title

Date

Witness