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FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE FT

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Carolina Gas Transmission, LLC (herein called "Pipeline") and _____ (herein called "Shipper"), D-U-N-S® No. _____, with Pipeline and Shipper also referred to as party or parties,

WITNESSETH:

WHEREAS, Pipeline is an interstate pipeline providing service under its Tariff filed with the Federal Energy Regulatory Commission ("Commission");

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Pipeline's Rate Schedule FT, and of the General Terms and Conditions ("GT&Cs") of Pipeline's Tariff, transportation service hereunder will be firm and Pipeline agrees to transport and deliver for Shipper's account quantities of gas up to the MDTQ specified in Exhibit B hereto.
- 1.2 Pipeline will receive for Shipper's account for transportation hereunder daily quantities of gas up to Shipper's MDTQ, plus FRQ, at Receipt Points as specified in Exhibit A hereto. Pipeline will transport and deliver for Shipper's account such daily quantities tendered up to such Shipper's MDTQ to the Delivery Points as specified in Exhibit B hereto.
- 1.3 If a Shipper is eligible for summer mitigation under GT&Cs Section 24, the reductions in MDTQ, MDRQ, and MDDQ during the months of May through October will be shown on Exhibit D hereto.
- 1.4 All exhibits to this Service Agreement are incorporated as part of this Service Agreement.
- 1.5 If this Service Agreement supersedes any preexisting agreement(s) for service between Pipeline and Shipper, such agreement(s) shall be specified below:

- 1.6 If with a Prearranged Shipper, this Agreement is subject to the outcome of the bidding process set forth in GT&Cs Section 4.5 and, if necessary, Prearranged Shipper's election to exercise its matching rights thereunder.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on _____, 20__, and shall continue in effect for a primary term through _____, 20__. Extension, suspension, and termination of this Service Agreement shall be governed by applicable GT&Cs.
- 2.2 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&Cs, will survive termination of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 This Service Agreement shall be subject to all provisions of Rate Schedule FT and the GT&Cs on file with the Commission, as such may be revised, superseded, modified, or added to, from time to time, all of which are by this reference made a part hereof. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Service Agreement.
- 3.2 Shipper agrees to and shall pay Pipeline the applicable Recourse Rates provided for in Rate Schedule FT, as effective from time to time, for service under this Service Agreement, unless otherwise agreed to by the parties as specified in Exhibit C hereto. Shipper agrees to pay and shall pay Pipeline all other charges, surcharges, and penalties provided for in Rate Schedule FT and the GT&Cs, as effective from time to time, for service under this Service Agreement.
- 3.3 Shipper agrees that Pipeline shall have the unilateral right to file with the Commission and place into effect any changes in any of the provisions of its Tariff, including, without limitation, any of Pipeline's rates and charges, rate schedules, GT&Cs, and forms as Pipeline may deem appropriate in the exercise of its sole discretion. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made under this Article III; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 3.4 If service under this Service Agreement is being provided pursuant to Subpart B of Part 284 of the Commission's regulation, Shipper warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of the Commission's regulations and qualifies for service under Rate Schedule FT. A certification from the party on whose behalf Pipeline will render the transportation services hereunder is attached as Exhibit E hereto. Shipper will indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents free and harmless from any and all suits, regulatory proceedings, actions, claims (including attorneys' fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, injuries, or expenses arising from or out of breach of such warranty.

ARTICLE IV
ASSIGNMENTS

- 4.1 Any entity that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Shipper or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument that it has executed or may execute hereafter, without relieving itself of its obligations under this Service Agreement. Except as set forth above, neither Shipper nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Shipper nor Pipeline shall be released from its obligations hereunder without the written consent of the other. In addition, Shipper may assign its rights to capacity under GT&Cs Section 17.

ARTICLE V
LIMITATIONS ON LIABILITY

- 5.1 Shipper acknowledges and agrees that: (a) Shipper shall have no recourse against Pipeline's parent and other affiliates with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (b) no claim shall be made against Pipeline's parent or other affiliates under or in connection with this Service Agreement; and (c) this representation is made expressly for the benefit of Pipeline's parent or other affiliates.

- 5.2 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

ARTICLE VI
GOVERNING LAW

- 6.1 The parties hereto agree that interpretation and performance of this Service Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.
- 6.2 This Service Agreement and the obligations of the parties are subject to all present and future valid laws, state and federal, with respect to the subject matter, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VII
STANDARD OF REVIEW

- 7.1 This Service Agreement is based on the Form of Service Agreement for Rate Schedule FT included in Pipeline's Tariff with blank spaces (for example, in Section 2.1) and Exhibits that, when completed, will describe specific provisions of mutual agreement between Pipeline and Shipper. The Commission shall apply the "public interest" standard of review rather than the "just and reasonable" standard of review when acting on proposals by the Commission on its own motion, or by a signatory to this Service Agreement or a non-signatory, to modify unilaterally: (1) the types of specific provisions described above; (2) contract provisions that deviate from the Form of Service Agreement that have been accepted for filing by the Commission; (3) Section 3.3, which expressly provides for Pipeline's right to take certain actions unilaterally (the unilateral actions themselves being subject to the "just and reasonable" standard of review); or (4) this Article VII. The standard of review the Commission shall apply when acting on unilateral modifications regarding all other provisions of this Service Agreement that are proposed by the Commission on its own motion, or by a signatory to this Service Agreement or a non-signatory, shall be the "just and reasonable" standard of review rather than the "public interest" standard of review.

ARTICLE VIII
FUTURE CHANGES

- 8.1 Except as otherwise set forth herein, no modification of or supplement to the terms and provisions hereof shall become effective except by the execution of a supplementary written agreement between the parties.

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE FT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

Primary Receipt
Point(s)

Receipt Zone

MDRQ (Dts)

Pipeline: _____

Shipper: _____

Supersedes Exhibit A, if any, Dated _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE FT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

MDTQ: _____ Dts

Primary Delivery Point(s)	Delivery Zone	MDDQ (Dts)	Minimum Delivery Pressure Obligation
------------------------------	---------------	------------	---

Pipeline: _____

Shipper: _____

Supersedes Exhibit B, if any, Dated _____

EXHIBIT C

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE FT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

Description of rate (check one):

- Recourse Rate
- Negotiated Rate under GT&Cs Section 29
- Discounted Rate under GT&Cs Section 30

If not at the Recourse Rate, complete the following rate matrix and describe discounted or Negotiated Rate provisions as permitted by the Tariff and applicable Commission policy and precedent.

Receipt/Delivery Zone	Reservation Rate	Usage Rate
Zone 1 to Zone 1		
Zone 1 to Zone 2		
Zone 2 to Zone 1		
Zone 2 to Zone 2		

Provisions: _____

Facilities payment, if applicable. (check and describe)

- Incremental Facilities Charge (GT&C section 2.2(b)(2))
- Facilities Reimbursement (GT&C section 2.2(b)(3))

Other Tariff-Permitted Provisions: _____

Pipeline: _____

Shipper: _____

Supersedes Exhibit C, if any, Dated: _____

EXHIBIT D

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE FT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

If Shipper is eligible for summer mitigation under GT&Cs Section 24, the reduced MDTQ, MDRQ, and MDDQ during the months of May through October are shown below.

MDTQ:	MDTQ	MDTQ Reduction	MDTQ during May through October
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MDRQ:	Primary Receipt Point(s)	MDRQ during May through October
-------	--------------------------	---------------------------------

MDDQ:	Primary Delivery Point(s)	MDDQ during May through October
-------	---------------------------	---------------------------------

Pipeline: _____

Shipper: _____

Supersedes Exhibit D, if any, Dated: _____

EXHIBIT E

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE FT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

Section 311 Certification

Shipper hereby represents and warrants that it is:

_____ an intrastate pipeline as defined by NGPA Section 2(16), or

_____ a local distribution company as defined by NGPA Section 2(17);

and that it:

_____ has physical custody of and transports the natural gas being transported under the referenced Service Agreement at some point during the transaction, or

_____ holds title to the natural gas being transported under the referenced Service Agreement at some point during the transaction, which may occur prior to, during, or after the time that the gas is being transported by Pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or

_____ is either a local distribution company whose service area includes the customer(s) being served under the referenced Service Agreement or an intrastate pipeline physically able to deliver gas directly to the customer(s) being served under the referenced Service Agreement.

Signature: _____

Title: _____

Date: _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE IT

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Carolina Gas Transmission, LLC (herein called "Pipeline") and _____ (herein called "Shipper"), D-U-N-S® No. _____, with Pipeline and Shipper also referred to as party or parties,

WITNESSETH:

WHEREAS, Pipeline is an interstate pipeline providing service under its Tariff filed with the Federal Energy Regulatory Commission ("Commission");

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Pipeline's Rate Schedule IT, and of the General Terms and Conditions ("GT&Cs") of Pipeline's Tariff, Pipeline will provide to Shipper interruptible gas transportation service.
- 1.2 Pipeline may receive for Shipper's account for transportation hereunder daily quantities of gas, plus FRQ, at any Receipt Point on Pipeline's system, unless otherwise agreed to by the parties as specified in Exhibit A hereto. Pipeline may transport and deliver for Shipper's account such daily quantities tendered to any Delivery Point on Pipeline's system, unless otherwise agreed to by the parties as specified in Exhibit A hereto. Transportation service under this Service Agreement shall have a priority subordinate to Pipeline's firm transportation services.
- 1.3 All exhibits to this Service Agreement are incorporated as part of this Service Agreement.
- 1.4 If this Service Agreement supersedes any preexisting agreement(s) for service between Pipeline and Shipper, such agreement(s) shall be specified below:

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on _____, 20____, and shall continue in effect from Month to Month thereafter unless terminated by either party by prior written notice.
- 2.2 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&Cs, will survive termination of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 This Service Agreement shall be subject to all provisions of Rate Schedule IT and the GT&Cs on file with the Commission, as such may be revised, superseded, modified, or added to, from time to time, all of which are by this reference made a part hereof. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Service Agreement.

- 3.2 Shipper agrees to and shall pay Pipeline the applicable Recourse Rate provided for in Rate Schedule IT, as effective from time to time, for service under this Service Agreement, unless otherwise agreed to by the parties as specified in Exhibit A hereto. Shipper agrees to and shall pay Pipeline all other charges, surcharges, and penalties provided for in Rate Schedule IT and the GT&Cs, as effective from time to time, for service under this Service Agreement.
- 3.3 Shipper agrees that Pipeline shall have the unilateral right to file with the Commission and place into effect any changes in any of the provisions of its Tariff, including, without limitation, any of Pipeline's rates and charges, rate schedules, GT&Cs, and forms as Pipeline may deem appropriate in the exercise of its sole discretion. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made under this Article III; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 3.4 If service under this Service Agreement is being provided pursuant to Subpart B of Part 284 of the Commission's regulation, Shipper warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of the Commission's regulations and qualifies for service under Rate Schedule IT. A certification from the party on whose behalf Pipeline will render the transportation services hereunder is attached as Exhibit B hereto. Shipper will indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents free and harmless from any and all suits, regulatory proceedings, actions, claims (including attorneys' fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, injuries, or expenses arising from or out of breach of such warranty.

ARTICLE IV ASSIGNMENTS

- 4.1 Any entity that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Shipper or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument that it has executed or may execute hereafter without relieving itself of its obligations under this Service Agreement. Except as set forth above, neither Shipper nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Shipper nor Pipeline shall be released from its obligations hereunder without the written consent of the other.

ARTICLE V LIMITATIONS ON LIABILITY

- 5.1 Shipper acknowledges and agrees that: (a) Shipper shall have no recourse against Pipeline's parent or other affiliates with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (b) no claim shall be made against Pipeline's parent or other affiliates under or in connection with this Service Agreement; and (c) this representation is made expressly for the benefit of Pipeline's parent and other affiliates.
- 5.2 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

ARTICLE VI GOVERNING LAW

- 6.1 The parties hereto agree that interpretation and performance of this Service Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE IT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATED _____

Description of rate (check one):

- Recourse Rate
- Negotiated Rate under GT&Cs Section 29
- Discounted Rate under GT&Cs Section 30

If not at the Recourse Rate, complete the following rate matrix and describe the discounted or Negotiated Rate provisions as permitted by the Tariff and applicable Commission policy and precedent. Any service under this Service Agreement that does not comply with the following provisions shall be at the applicable Recourse Rate.

Zone of Delivery	Usage Rate
Zone 1	
Zone 2	

Facilities payment, if applicable. (check and describe)

- Incremental Facilities Charge (GT&C section 2.2(b)(2))
- Facilities Reimbursement (GT&C section 2.2(b)(3))

Pipeline: _____

Shipper: _____

Supersedes Exhibit A, if any, Dated: _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE IT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

Section 311 Certification

Shipper hereby represents and warrants that it is:

_____ an intrastate pipeline as defined by NGPA Section 2(16), or

_____ a local distribution company as defined by NGPA Section 2(17);

and that it:

_____ has physical custody of and transports the natural gas being transported under the referenced Service Agreement at some point during the transaction, or

_____ holds title to the natural gas being transported under the referenced Service Agreement at some point during the transaction, which may occur prior to, during, or after the time that the gas is being transported by Pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or

_____ is either a local distribution company whose service area includes the customer(s) being served under the referenced Service Agreement or an intrastate pipeline physically able to deliver gas directly to the customer(s) being served under the referenced Service Agreement.

Signature: _____

Title: _____

Date: _____

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE PAL

This Service Agreement is made and entered into this ____ day of _____, ____, by and between Carolina Gas Transmission, LLC, (herein called "Pipeline") and _____ (herein called "Shipper"), D-U-N-S® No. _____, with Pipeline and Shipper also referred to as party or parties,

WITNESSETH:

WHEREAS, Pipeline is an interstate pipeline providing service under its Tariff filed with the Federal Energy Regulatory Commission ("Commission");

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Pipeline's Rate Schedule PAL, and of the General Terms and Conditions ("GT&Cs") of Pipeline's Tariff, service hereunder will be interruptible and Pipeline agrees to receive or deliver for Shipper's account quantities of gas for the total maximum transaction duration as specified in Exhibit A hereto.
- 1.2 All exhibits to this Service Agreement are incorporated as part of this Service Agreement.
- 1.3 If this Service Agreement supersedes any preexisting agreement(s) for service between Pipeline and Shipper, such agreement(s) shall be specified below:

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on _____, 20__, and shall continue in effect from Month to Month thereafter unless terminated by either party by prior written notice.
- 2.2 Any portions of this Service Agreement necessary to close a park or loan transaction, or to correct or cash out imbalances, or to make payment under this Service Agreement as required by the GT&Cs, will survive termination of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 This Service Agreement shall be subject to all provisions of Rate Schedule PAL and the GT&Cs on file with the Commission, as such may be revised, superseded, modified, or added to, from time to time, all of which are by this reference made a part hereof. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Service Agreement.
- 3.2 Shipper agrees to and shall pay Pipeline the applicable Recourse Rate provided for in Rate Schedule PAL, as effective from time to time, for service under this Service Agreement, unless otherwise agreed to by the parties as specified in Exhibit A hereto. Shipper agrees to and shall pay Pipeline all other charges, surcharges, and penalties provided for in Rate Schedule PAL and the GT&Cs, as effective from time to time, for service under this Service Agreement.

- 3.3 Shipper agrees that Pipeline shall have the unilateral right to file with the Commission and place into effect any changes in any of the provisions of its Tariff, including, without limitation, any of Pipeline's rates and charges, rate schedules, GT&Cs, and forms as Pipeline may deem appropriate in the exercise of its sole discretion. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made under this Article III; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 3.4 If service under this Service Agreement is being provided pursuant to Subpart B of Part 284 of the Commission's regulation, Shipper warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of the Commission's regulations and qualifies for service under Rate Schedule PAL. A certification from the party on whose behalf Pipeline will render the transportation services hereunder is attached as Exhibit D hereto. Shipper further agrees to abide by the terms of Rate Schedule PAL. Shipper will indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents free and harmless from any and all suits, regulatory proceedings, actions, claims (including attorneys' fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, injuries, or expenses arising from or out of breach of such warranty.

ARTICLE IV ASSIGNMENTS

- 4.1 Any entity that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Shipper or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument that it has executed or may execute hereafter, without relieving itself of its obligations under this Service Agreement. Except as set forth above, neither Shipper nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Shipper nor Pipeline shall be released from its obligations hereunder without the written consent of the other.

ARTICLE V LIMITATIONS ON LIABILITY

- 5.1 Shipper acknowledges and agrees that: (a) Shipper shall have no recourse against Pipeline's parent or other affiliates with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (b) no claim shall be made against Pipeline's parent or other affiliates under or in connection with this Service Agreement; and (c) this representation is made expressly for the benefit of Pipeline's parent and other affiliates.
- 5.2 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

ARTICLE VI GOVERNING LAW

- 6.1 The parties hereto agree that interpretation and performance of this Service Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.
- 6.2 This Service Agreement and the obligations of the parties are subject to all present and future valid laws, state and federal, with respect to the subject matter, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE PAL
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATED _____

Maximum Quantity: _____ Dts

Maximum Duration: _____ Gas Days

Description of rate (check one):

- _____ Recourse Rate
- _____ Negotiated Rate under GT&Cs Section 29
- _____ Discounted Rate under GT&Cs Section 30

If not at the Recourse Rate, complete the following and describe the discounted or Negotiated Rate provisions as permitted by the Tariff and applicable Commission policy and precedent. Any service under this Service Agreement that does not comply with the following provisions shall be at the applicable Recourse Rate.

First Day Rate: _____

Subsequent Day Rate: _____

Pipeline: _____

Shipper: _____

Supersedes Exhibit A, if any, Dated: _____

EXHIBIT B

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE PAL
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

Section 311 Certification

Shipper hereby represents and warrants that it is:

_____ an intrastate pipeline as defined by NGPA Section 2(16), or

_____ a local distribution company as defined by NGPA Section 2(17);

and that it:

_____ has physical custody of and transports the natural gas being transported under the referenced Service Agreement at some point during the transaction, or

_____ holds title to the natural gas being transported under the referenced Service Agreement at some point during the transaction, which may occur prior to, during, or after the time that the gas is being transported by Pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or

_____ is either a local distribution company whose service area includes the customer(s) being served under the referenced Service Agreement or an intrastate pipeline physically able to deliver gas directly to the customer(s) being served under the referenced Service Agreement.

Signature: _____

Title: _____

Date: _____

FORM OF SERVICE REQUEST

Any party requesting service, agency authorization, or pooling on Carolina Gas Transmission, LLC's ("Pipeline") system must complete this Service Request Form, either electronically on Pipeline's Internet Website or on a paper copy. Completed Service Request Forms shall be sent to:

Customer Services Department
Carolina Gas Transmission, LLC
121 Moore Hopkins Lane
Columbia, SC 29210

No request for service shall be considered until a completed Service Request Form is received by Pipeline's Customer Services Department.

_____ ("Requesting Party") provides the following information in connection with this request:

1. Type of service or agreement (check only one):

- Rate Schedule FT
- Rate Schedule BH
- Rate Schedule IT
- Rate Schedule PAL
- Pooling Agreement
- Agency Authorization Agreement
- Capacity Release Umbrella Service Agreement
- Pre-qualification for Service Only

2. Date Service or Agreement is requested to Commence/End:

Commence Date: _____ End Date: _____

3. Requesting Party (Complete Legal Name): _____

(a) Type of Legal Entity: _____

(b) State of Incorporation: _____

(c) D-U-N-S® Number: _____

(d) Requesting Party is (check only one):

- | | |
|--|--|
| <input type="checkbox"/> Interstate Pipeline | <input type="checkbox"/> Intrastate Pipeline |
| <input type="checkbox"/> LDC | <input type="checkbox"/> End-User |
| <input type="checkbox"/> Producer | <input type="checkbox"/> Marketer |
| <input type="checkbox"/> Broker | <input type="checkbox"/> Other (specify) _____ |

4. If Requesting Party is acting as agent in arranging this service, specify below each principal (complete legal name, type of legal entity, D-U-N-S® Number, and State of incorporation) and its respective type of company (see 3(d) above). Requesting Party must supply an Agency Authorization Agreement for each principal.

5. Are additional or new facilities required to be installed or constructed by any party to implement this request? If so, please specify:

6. Name and full title of officer (or general partner) of Requesting Party who will execute service agreement with Pipeline:

7. Business contact person for this request:

Name & Title: _____

Mailing Address:

Phone: _____ Facsimile: _____

E-mail address: _____

8. 24-hour contact person and phone number for dispatching gas to and from Receipt and Delivery Points:

Name & Title: _____

Mailing Address:

Phone: _____ Facsimile: _____

E-mail address: _____

Beeper or Cellular Phone (circle one): _____

9. Person to whom invoices and billing notices are to be directed:

Name & Title: _____

Mailing Address:

Phone: _____ Facsimile: _____

E-mail address: _____

10. Proposed Maximum Daily Transportation Quantity (FT) (Dts): _____

Proposed Maximum Daily Transportation Quantity (BH) (Dts): _____

Proposed Maximum Daily Transportation Quantity (IT) (Dts): _____

Proposed Maximum Park or Loan Quantity (PAL) (Dts): _____

Proposed Maximum Park or Loan Duration (PAL) (Days): _____

Proposed Receipt and Delivery Points:

Point Name Point Code Receipt/Delivery MDRQ/MDDQ

11. Requesting Party certifies that Shipper has title, or current contractual right to acquire title, to any gas supply needed to implement this request, and that Shipper has entered into, or will enter into, all contractual arrangements necessary to ensure that all upstream and downstream transportation is in place prior to the requested effective date.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

FORM OF POOLING AGREEMENT

This Pooling Agreement is made and entered into this ____ day of _____, _____, by and between Carolina Gas Transmission, LLC (herein called "Pipeline") and _____ (herein called "Pooler") , D-U-N-S® No. _____, with Pipeline and Pooler also referred to as party or parties,

WITNESSETH:

WHEREAS, Pipeline is an interstate pipeline providing service under its Tariff filed with the Federal Energy Regulatory Commission ("Commission"); and

WHEREAS, Pooler has submitted a valid request under Pipeline's Tariff to create a pool of gas supplies originating from various Receipt Points on Pipeline's system ("Pool"); and

WHEREAS, Pipeline is agreeable to such an arrangement under the terms and conditions of this Pooling Agreement, Pipeline's Tariff, including its General Terms and Conditions ("GT&Cs"), and any applicable Commission Regulations.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, and of the GT&Cs, as revised from time to time, Pipeline will provide pooling on behalf of Pooler. In the event of any conflict between this Pooling Agreement and the Tariff, the Tariff shall govern.
- 1.2 Pipeline makes no representation, assurance, or warranty that any capacity will be available on Pipeline's system at any time. Pipeline shall have the right to interrupt pooling under this Pooling Agreement consistent with the Tariff.
- 1.3 The parties agree that to the extent Pipeline is able to confirm and schedule nominations made by Pooler hereunder, quantities of gas scheduled by Pipeline for Pooler for delivery to the Pool shall be deemed to have been received by Pooler into the Pool.
- 1.4 Pooler agrees that it is Pooler's responsibility, and not Pipeline's, to ensure that quantities delivered into the Pool during a Gas Day equal quantities delivered out of the Pool. Pipeline may cancel this Pooling Agreement if Pooler fails to balance its receipts and deliveries on a daily basis.
- 1.5 This Pooling Agreement supersedes all preexisting pooling agreements between Pipeline and Shipper.

ARTICLE II
TERM OF AGREEMENT

- 2.1 Subject to Pooler's satisfaction of GT&Cs Section 3 creditworthiness requirements, this Pooling Agreement shall become effective as of the date set forth above, and shall continue in effect for a primary term of one (1) Month, and for successive terms of one (1) Month thereafter, unless cancelled by either party giving written notice at least ten (10) days prior to the end of the primary term or any monthly extension thereof, or by operation of GT&Cs Section 20.1. Extension, suspension, and termination of this Pooling Agreement shall be governed by the GT&Cs.
- 2.2 On termination of this Pooling Agreement, Pipeline and Pooler shall be relieved of further obligation to the other party, except to complete the activities underway on the termination date to comply with GT&Cs

Section 19 with respect to any imbalance accrued prior to termination of this Pooling Agreement, to render reports, and to make any payments accruing as of the termination date.

ARTICLE III
GENERAL TERMS AND CONDITIONS

- 3.1 Pooler warrants and represents that by execution of this Pooling Agreement Pooler has authority to nominate deliveries of gas supplies designated by Pooler into and out of the Pool. Pooler agrees to indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents, free and harmless from any and all suits, regulatory proceedings, actions, claims (including attorneys' fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, injuries, or expenses caused by Pipeline's allocation of gas to the Pool under this Pooling Agreement for which Pooler did not have the authority or title to nominate, or caused by Pooler's TTT.
- 3.2 The parties understand that the Pool created hereunder is not a physical point on Pipeline's system. Nothing contained herein shall obligate Pipeline to construct or install facilities.
- 3.3 Pooler shall exercise due diligence in monitoring the supplies serving its Pool and shall use its best efforts to notify Pipeline promptly of any known variations in such supplies.
- 3.4 Pooler agrees that Pipeline shall have the unilateral right to file with the Commission and place into effect any changes in any of the provisions of its Tariff, including, without limitation, any of Pipeline's rates and charges, rate schedules, GT&Cs, and forms as Pipeline may deem appropriate in the exercise of its sole discretion. Nothing contained herein shall prejudice the rights of Pooler to contest at any time the changes made under this Article III.

ARTICLE IV
ASSIGNMENTS

- 4.1 Any entity that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Pooler or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Pooling Agreement. Either Pooler or Pipeline may assign or pledge this Pooling Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument that it has executed or may execute hereafter without relieving itself of its obligations under this Pooling Agreement. Except as set forth above, neither Pooler nor Pipeline shall assign this Pooling Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Pooler nor Pipeline shall be released from its obligations hereunder without the written consent of the other.

ARTICLE V
LIMITATIONS ON LIABILITY

- 5.1 Pooler acknowledges and agrees that: (a) Pooler shall have no recourse against Pipeline's parent or other affiliates with respect to Pipeline's obligations under this Pooling Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Pooling Agreement; (b) no claim shall be made against Pipeline's parent or other affiliates under or in connection with this Pooling Agreement; and (c) this representation is made expressly for the benefit of Pipeline's parent or other affiliates.
- 5.2 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Pooling Agreement.

ARTICLE VI
GOVERNING LAW

- 6.1 The parties hereto agree that interpretation and performance of this Pooling Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.
- 6.2 This Pooling Agreement and the obligations of the parties are subject to all present and future valid laws, state and federal, with respect to the subject matter, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VII
STANDARD OF REVIEW

- 7.1 This Service Agreement is based on the Form of Pooling Agreement included in Pipeline's Tariff. The Commission shall apply the "public interest" standard of review rather than the "just and reasonable" standard of review when acting on proposals by the Commission on its own motion, or by a signatory to this Service Agreement or a non-signatory, to modify unilaterally: (1) contract provisions that deviate from the Form of Pooling Agreement that have been accepted for filing by the Commission; (2) Section 3.4, which expressly provides for Pipeline's right to take certain actions unilaterally (the unilateral actions themselves being subject to the "just and reasonable" standard of review); or (3) this Article VII. The standard of review the Commission shall apply when acting on unilateral modifications regarding all other provisions of this Pooling Agreement that are proposed by the Commission on its own motion, or by a signatory to this Pooling Agreement or a non-signatory, shall be the "just and reasonable" standard of review rather than the "public interest" standard of review.

ARTICLE VIII
FUTURE CHANGES

- 8.1 Except as otherwise set forth herein, no modification of or supplement to the terms and provisions hereof shall become effective except by execution of a supplementary written agreement between the parties.

ARTICLE IX
WAIVER

- 9.1 No waiver by Pipeline or Pooler of any default of either party under this Pooling Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

FORM OF AGENCY AUTHORIZATION AGREEMENT

This Agreement is made and entered into this ____ day of _____, _____, by and among Carolina Gas Transmission, LLC (“Pipeline”), _____ (“Shipper”), D-U-N-S® No. _____, and _____ (“Agent”), D-U-N-S® No. _____. Pipeline, Shipper, and Agent also shall be referred to herein as party or parties,

WITNESSETH:

WHEREAS, Shipper and Pipeline have entered into certain agreements for the transportation of natural gas (“Underlying Agreement(s)”), as more fully set forth on Exhibit A of this Agreement; and

WHEREAS, Shipper desires to assign its nominating, scheduling, or other administrative responsibilities under one (1) or more of the Underlying Agreements to Agent;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - TARIFF

1.1 Pipeline’s Federal Energy Regulatory Commission Gas Tariff (“Tariff”) is incorporated herein by reference.

ARTICLE II - SCOPE

2.1 Shipper agrees that, for the term of this Agency Authorization Agreement, Agent shall have sole and exclusive responsibility on behalf of Shipper under the Underlying Agreement(s) listed on Exhibit A hereto, for the activities listed on Exhibit A, and for quantities of gas up to the designated quantities shown on Exhibit A.

2.2 Agent shall comply with the Underlying Agreement(s) and with Pipeline’s Tariff.

ARTICLE III - AGENCY

3.1 This Agency Authorization Agreement shall be accompanied by an Exhibit A hereto. If Shipper desires to delegate separate and non-overlapping responsibilities under an Underlying Agreement to more than one Agent, then a separate Agreement and Exhibit A must be submitted for each such Agent. Notwithstanding Agent’s appointment, Shipper remains fully liable under the Underlying Agreement(s).

ARTICLE IV - RECEIPT AND DELIVERY POINTS

4.1 In making Primary Receipt Point and Primary Delivery Point nominations under firm contracts on behalf of Shipper, Agent is limited to the use of the Primary Receipt and Delivery Points listed on Exhibit A hereto. Pipeline shall not accept nominations from Agent under Shipper’s Underlying Agreement(s) in excess of the delegated quantities set forth on Exhibit A hereto.

4.2 Nothing herein shall limit Agent’s use of other Receipt and Delivery Points as secondary points and any such request shall be accorded priority under Tariff GT&Cs Section 12. Agent shall have Shipper’s rights to schedule transportation at secondary points, except as may be indicated on Exhibit A hereto.

ARTICLE V – TERM

5.1 This Agency Authorization Agreement shall become effective on _____, and shall remain in full force and effect until terminated under the provisions of Section 5.2.

- 5.2 This Agency Authorization Agreement may be terminated at any time by Shipper or Agent and may be terminated by Pipeline in the event Agent fails to perform under this Agency Authorization Agreement or Pipeline's Tariff; provided that the terminating party must give five (5) days written notice of termination to the other parties; and provided, further, that, to the extent Pipeline has relied on Agent's instructions with respect to a nomination cycle, the Agreement shall terminate at the conclusion of such cycle. Notwithstanding the foregoing, the designation and authorization of Agent with respect to one (1) or more of the Underlying Agreements shall automatically terminate upon termination of such Underlying Agreement(s).

ARTICLE VI - INDEMNITY

- 6.1 Pipeline will rely on communications and actions of Agent for all purposes within the scope of authority conveyed by the Agency Authorization Agreement with respect to the delegated quantities. Shipper agrees to indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents free and harmless from any and all claims, suits, regulatory proceedings, actions, claims (including attorney's fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, imbalances, injuries, or expenses arising from Pipeline's actions in reliance on communications with Agent.
- 6.2 Shipper and Agent agree to indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents, free and harmless from any and all suits, regulatory proceedings, actions, claims (including attorneys' fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, imbalances, injuries, or expenses of any kind, including but not limited to claims of damage to property or the environment, that are brought by Shipper, Agent, or any third party against Pipeline and that arise from actions taken by any party under this Agency Authorization Agreement.

ARTICLE VII – GOVERNING LAW

- 7.1 The parties hereto agree that interpretation and performance of this Agency Authorization Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.
- 7.2 This Agency Authorization Agreement and the obligations of the parties are subject to all present and future valid laws, state and federal, with respect to the subject matter, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VIII - MISCELLANEOUS

- 8.1 Unless otherwise provided in this Agency Authorization Agreement or Pipeline's Tariff, no modification of or supplement to the terms and provisions stated in this Agency Authorization Agreement shall be or become effective except by execution of a supplementary written agreement between the parties.
- 8.2 No waiver by any party of any one (1) or more defaults by the other in the performance of any provision of this Agency Authorization Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 8.3 Notwithstanding anything herein to the contrary, this Agency Authorization Agreement shall not take effect until Shipper or Agent has provided Pipeline with a completed Exhibit A. Exhibit A hereto shall be incorporated herein by reference and made part of this Agreement for all purposes on its receipt by Pipeline.
- 8.4 In the event of a conflict between this Agency Authorization Agreement and the GT&Cs, the GT&Cs shall govern.

EXHIBIT A
AGENCY AUTHORIZATION AGREEMENT

Dated _____

I. AGENT INFORMATION

Legal Name: _____

D-U-N-S® No.: _____

Mailing Address:

Contact Name & Title: _____

Phone: _____

Facsimile: _____

E-mail address: _____

For Point Operator:

Emergency Contact Name & Title: _____

Phone: _____

Facsimile: _____

E-mail address: _____

II. SPECIFIC UNDERLYING AGREEMENTS:

III. SPECIFIC AUTHORIZED AGENT ACTIVITIES: [Check all that apply.]

_____ Requesting and contracting for service.

_____ Releasing and acquiring firm transportation capacity.

_____ Nominating and scheduling.

_____ Managing imbalances, invoices, and payments.

_____ Receiving or paying amounts for the resolution of transportation imbalances.

_____ Administering Title Transfer Tracking service.

_____ Receiving notices regarding operational matters.

_____ Acting as Point Operator for the points identified below.

_____ Other function (specify)_____.

IV. SPECIFIC QUANTITIES, RECEIPT POINTS, AND DELIVERY POINTS:

V. SPECIFIC POINT OPERATOR POINTS:

VI. ANY SPECIAL PROVISIONS OF AGENCY AGREEMENT:

FORM OF CAPACITY RELEASE
UMBRELLA SERVICE AGREEMENT

This Umbrella Service Agreement is made and entered into this ____ day of _____, _____ by and between _____, (herein called "Replacement Shipper"), D-U-N-S® No. _____, and Carolina Gas Transmission, LLC (herein called "Pipeline"). Pipeline and Replacement Shipper also shall be referred to herein as party or parties.

For and in consideration of the mutual covenants and promises herein contained, Replacement Shipper and Pipeline hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, and the General Terms and Conditions ("GT&Cs") of Pipeline's Tariff, Replacement Shipper may bid from time to time, using Pipeline's Internet Website, on proposed capacity releases under the procedure set forth in GT&Cs Section 17. If, after a bid is submitted by Replacement Shipper with respect to a capacity release, Pipeline awards such capacity to such Replacement Shipper, Pipeline shall promptly send to Replacement Shipper an Addendum to this Umbrella Service Agreement, in the format attached hereto. Unless Pipeline otherwise agrees, Pipeline shall send the Addendum to Replacement Shipper using electronic transmission. Such 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 Pipeline's GT&Cs. The terms of the accepted bid shall be deemed to be incorporated into, and effective under, this Umbrella Service Agreement. The parties agree that each Addendum is an integral part of this Umbrella Service Agreement as if executed by the parties and is binding on the parties hereto. For permanent releases of capacity, within 30 days of the award date, Pipeline and Replacement Shipper shall execute a new Service Agreement reflecting the rates, terms, and conditions of the Addendum, and such Service Agreement will supersede the Addendum.

ARTICLE II
TERM OF AGREEMENT

- 2.1 The term of this Umbrella Service Agreement, which shall not be less than the term of Replacement Shipper's awarded capacity, shall commence on _____, and shall continue in force and effect Month to Month thereafter unless terminated by either party by prior written notice.

ARTICLE III
SERVICE AGREEMENT, RATE SCHEDULE, AND TARIFF

- 3.1 This Umbrella Service Agreement does not have separate terms and conditions for particular services, but only provides a means for a Replacement Shipper to use a service subject to the applicable provisions of the relevant Service Agreement and rate schedule.
- 3.2 Pipeline's Tariff is incorporated herein by reference.
- 3.3 Replacement Shipper agrees that Pipeline shall have the unilateral right to file with the Commission and place into effect any changes in any of the provisions of its Tariff, including, without limitation, any of Pipeline's rates and charges, rate schedules, GT&Cs, and forms as Pipeline may deem appropriate in the exercise of its sole discretion. Nothing contained herein shall prejudice the rights of Replacement Shipper to contest at any time the changes made under this Article III; however, Replacement Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.

ARTICLE IV
ASSIGNMENTS

- 4.1 Any entity that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Replacement Shipper or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Umbrella Service Agreement. Either Replacement Shipper or Pipeline may assign or pledge this Umbrella Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument that it has executed or may execute hereafter without relieving itself of its obligations under this Umbrella Service Agreement. Except as set forth above, neither Replacement Shipper nor Pipeline shall assign this Umbrella Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Replacement Shipper nor Pipeline shall be released from its obligations hereunder without the written consent of the other.

ARTICLE V
LIMITATIONS ON LIABILITY

- 5.1 Replacement Shipper acknowledges and agrees that: (a) Replacement Shipper shall have no recourse against Pipeline's parent or other affiliates with respect to Pipeline's obligations under this Umbrella Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Umbrella Service Agreement; (b) no claim shall be made against Pipeline's parent or other affiliates under or in connection with this Umbrella Service Agreement; and (c) this representation is made expressly for the benefit of Pipeline's parent and other affiliates.
- 5.2 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Umbrella Service Agreement.

ARTICLE VI
GOVERNING LAW

- 6.1 The parties hereto agree that interpretation and performance of this Umbrella Service Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.
- 6.2 This Umbrella Service Agreement and obligations of the parties are subject to all present and future valid laws, state and federal, with respect to the subject matter, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VII
STANDARD OF REVIEW

- 7.1 This Umbrella Service Agreement is based on the Form of Capacity Release Umbrella Service Agreement included in Pipeline's Tariff with blank spaces (for example, in Section 2.1) and Addendums that, when completed, will describe specific provisions of mutual agreement between Pipeline and Shipper. The Commission shall apply the "public interest" standard of review rather than the "just and reasonable" standard of review when acting on proposals by the Commission on its own motion, or by a signatory to this Umbrella Service Agreement or a non-signatory, to modify unilaterally: (1) the types of specific provisions described above; (2) contract provisions that deviate from the Form of Capacity Release Umbrella Service Agreement that have been accepted for filing by the Commission; (3) Section 3.3, which expressly provides for Pipeline's right to take certain actions unilaterally (the unilateral actions themselves being subject to the "just and reasonable" standard of review); or (4) this Article VII. The standard of review the Commission shall apply when acting on unilateral modifications regarding all other provisions of this Umbrella Service Agreement that are proposed by the Commission on its own motion, or by a

signatory to this Umbrella Service Agreement or a non-signatory, shall be the "just and reasonable" standard of review rather than the "public interest" standard of review.

ARTICLE VIII
FUTURE CHANGES

8.1 Except as otherwise set forth herein, no modification of or supplement to the terms and provisions hereof shall become effective except by the execution of a supplementary written agreement between the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Umbrella Service Agreement to be executed by their respective duly authorized officers the day and year first above written.

Carolina Gas Transmission, LLC

By: _____

Printed Name: _____

Title: _____

[REPLACEMENT SHIPPER]

By: _____

Printed Name: _____

Title: _____

ADDENDUM
to
CAPACITY RELEASE UMBRELLA SERVICE AGREEMENT
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND
_____ ("Replacement Shipper")

Award No.: _____
Award Date: _____

Umbrella Service Agreement Contract No.: _____
Capacity Release Rate Schedule: _____

Releasing Shipper: _____
Releasing Shipper's Contract No.: _____

Begin Date and Time: _____
End Date and Time: _____

Maximum Daily Transportation Quantity: _____ Dts

Recall Provisions:

Type of release: _____ Permanent _____ Temporary

Rate Information:

Primary Receipt Point(s) Maximum Daily Receipt Quantity

Primary Delivery Point(s) Maximum Daily Delivery Quantity

Additional Release Information:

This Addendum, entered into pursuant to Pipeline's capacity release program and to the executed Capacity Release Umbrella Service Agreement between Pipeline and the Replacement Shipper, is made a part of and subject to the Capacity Release Umbrella Service Agreement.

FORM OF SERVICE AGREEMENT
FOR RATE SCHEDULE BH

This Service Agreement is made and entered into this ____ day of _____, _____, by and between Carolina Gas Transmission, LLC (herein called "Pipeline") and _____ (herein called "Shipper"), D-U-N-S® No. _____, with Pipeline and Shipper also referred to as party or parties,

WITNESSETH:

WHEREAS, Pipeline is an interstate pipeline providing service under its Tariff filed with the Federal Energy Regulatory Commission ("Commission");

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions, and limitations hereof, of Pipeline's Rate Schedule BH, and of the General Terms and Conditions ("GT&Cs") of Pipeline's Tariff, transportation service hereunder will be firm and Pipeline agrees to transport and deliver for Shipper's account quantities of gas up to the MDTQ specified in Exhibit B hereto.
- 1.2 Pipeline will receive for Shipper's account for transportation hereunder daily quantities of gas up to Shipper's MDTQ, plus FRQ, at Receipt Points as specified in Exhibit A hereto. Pipeline will transport and deliver for Shipper's account such daily quantities tendered up to such Shipper's MDTQ to the Delivery Points as specified in Exhibit B hereto.
- 1.3 All exhibits to this Service Agreement are incorporated as part of this Service Agreement.
- 1.4 If this Service Agreement supersedes any preexisting agreement(s) for service between Pipeline and Shipper, such agreement(s) shall be specified below:

- 1.5 If with a Prearranged Shipper, this Agreement is subject to the outcome of the bidding process set forth in GT&Cs Section 4.5 and, if necessary, Prearranged Shipper's election to exercise its matching rights thereunder.

ARTICLE II
TERM OF AGREEMENT

- 2.1 This Service Agreement shall become effective on _____, 20__, and shall continue in effect for a primary term through _____, 20__. Extension, suspension, and termination of this Service Agreement shall be governed by applicable GT&Cs.
- 2.2 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&Cs, will survive termination of this Service Agreement until such time as such balancing or payment has been accomplished.

ARTICLE III
RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 This Service Agreement shall be subject to all provisions of Rate Schedule BH and the GT&Cs on file with the Commission, as such may be revised, superseded, modified, or added to, from time to time, all of which are by this reference made a part hereof. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Service Agreement.
- 3.2 Shipper agrees to and shall pay Pipeline the applicable Recourse Rates provided for in Rate Schedule BH, as effective from time to time, for service under this Service Agreement, unless otherwise agreed to by the parties as specified in Exhibit C hereto. Shipper agrees to pay and shall pay Pipeline all other charges, surcharges, and penalties provided for in Rate Schedule BH and the GT&Cs, as effective from time to time, for service under this Service Agreement.
- 3.3 Shipper agrees that Pipeline shall have the unilateral right to file with the Commission and place into effect any changes in any of the provisions of its Tariff, including, without limitation, any of Pipeline's rates and charges, rate schedules, GT&Cs, and forms as Pipeline may deem appropriate in the exercise of its sole discretion. Nothing contained herein shall prejudice the rights of Shipper to contest at any time the changes made under this Article III; however, Shipper agrees to pay all rates and charges, and to comply with all terms and conditions, in effect under this Tariff.
- 3.4 If service under this Service Agreement is being provided pursuant to Subpart B of Part 284 of the Commission's regulation, Shipper warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of the Commission's regulations and qualifies for service under Rate Schedule BH. A certification from the party on whose behalf Pipeline will render the transportation services hereunder is attached as Exhibit D hereto. Shipper will indemnify, save, and hold Pipeline, its subsidiaries, and affiliates and their directors, officers, employees, and agents free and harmless from any and all suits, regulatory proceedings, actions, claims (including attorneys' fees and court costs), debts, accounts, damages (including punitive damages), costs, losses, injuries, or expenses arising from or out of breach of such warranty.

ARTICLE IV
ASSIGNMENTS

- 4.1 Any entity that succeeds by purchase, merger, or consolidation to the properties, substantially as an entirety, of Shipper or of Pipeline will be entitled to the rights and will be subject to the obligations of its predecessor in title under this Service Agreement. Either Shipper or Pipeline may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument that it has executed or may execute hereafter, without relieving itself of its obligations under this Service Agreement. Except as set forth above, neither Shipper nor Pipeline shall assign this Service Agreement or any of its rights hereunder without the prior written consent of the other party; provided, however, that neither Shipper nor Pipeline shall be released from its obligations hereunder without the written consent of the other. In addition, Shipper may assign its rights to capacity under GT&Cs Section 17.

ARTICLE V
LIMITATIONS ON LIABILITY

- 5.1 Shipper acknowledges and agrees that: (a) Shipper shall have no recourse against Pipeline's parent and other affiliates with respect to Pipeline's obligations under this Service Agreement and that its sole recourse shall be against the assets and revenues of Pipeline, irrespective of any failure to comply with applicable law or any provision of this Service Agreement; (b) no claim shall be made against Pipeline's parent or other affiliates under or in connection with this Service Agreement; and (c) this representation is made expressly for the benefit of Pipeline's parent or other affiliates.

- 5.2 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

ARTICLE VI
GOVERNING LAW

- 6.1 The parties hereto agree that interpretation and performance of this Service Agreement are governed by the laws of the State of South Carolina without recourse to South Carolina law governing conflict of laws.
- 6.2 This Service Agreement and the obligations of the parties are subject to all present and future valid laws, state and federal, with respect to the subject matter, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VII
STANDARD OF REVIEW

- 7.1 This Service Agreement is based on the Form of Service Agreement for Rate Schedule BH included in Pipeline's Tariff with blank spaces (for example, in Section 2.1) and Exhibits that, when completed, will describe specific provisions of mutual agreement between Pipeline and Shipper. The Commission shall apply the "public interest" standard of review rather than the "just and reasonable" standard of review when acting on proposals by the Commission on its own motion, or by a signatory to this Service Agreement or a non-signatory, to modify unilaterally: (1) the types of specific provisions described above; (2) contract provisions that deviate from the Form of Service Agreement that have been accepted for filing by the Commission; (3) Section 3.3, which expressly provides for Pipeline's right to take certain actions unilaterally (the unilateral actions themselves being subject to the "just and reasonable" standard of review); or (4) this Article VII. The standard of review the Commission shall apply when acting on unilateral modifications regarding all other provisions of this Service Agreement that are proposed by the Commission on its own motion, or by a signatory to this Service Agreement or a non-signatory, shall be the "just and reasonable" standard of review rather than the "public interest" standard of review.

ARTICLE VIII
FUTURE CHANGES

- 8.1 Except as otherwise set forth herein, no modification of or supplement to the terms and provisions hereof shall become effective except by the execution of a supplementary written agreement between the parties.

EXHIBIT A

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE BH
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

Primary Receipt
Point(s)

Receipt Zone

MDRQ (Dts)

Pipeline: _____

Shipper: _____

Supersedes Exhibit A, if any, Dated _____

EXHIBIT B

to

EXHIBIT RATE SCHEDULE BH
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

MDTQ: _____ Dts

Primary Delivery Point(s)	Delivery Zone	MDDQ (Dts)	Minimum Delivery Pressure Obligation
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Pipeline: _____

Shipper: _____

Supersedes Exhibit B, if any, Dated _____

EXHIBIT C

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE BH
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

DATE _____

Description of rate (check one):

- Recourse Rate
- Negotiated Rate under GT&Cs Section 29
- Discounted Rate under GT&Cs Section 30

If not at the Recourse Rate, complete the following rate matrix and describe discounted or Negotiated Rate provisions as permitted by the Tariff and applicable Commission policy and precedent.

Receipt/Delivery Zone	Reservation Rate	Usage Rate
Zone 1 to Zone 1		
Zone 1 to Zone 2		
Zone 2 to Zone 1		
Zone 2 to Zone 2		

Provisions: _____

Facilities payment, if applicable. (check and describe)

- Incremental Facilities Charge (GT&C section 2.2(b)(2))
- Facilities Reimbursement (GT&C section 2.2(b)(3))

Other Tariff-Permitted Provisions: _____

Pipeline: _____

Shipper: _____

Supersedes Exhibit C, if any, Dated: _____

EXHIBIT D

to

SERVICE AGREEMENT UNDER
RATE SCHEDULE BH
BETWEEN
Carolina Gas Transmission, LLC ("Pipeline")
AND

_____ ("Shipper")

Section 311 Certification

Shipper hereby represents and warrants that it is:

_____ an intrastate pipeline as defined by NGPA Section 2(16), or

_____ a local distribution company as defined by NGPA Section 2(17);

and that it:

_____ has physical custody of and transports the natural gas being transported under the referenced Service Agreement at some point during the transaction, or

_____ holds title to the natural gas being transported under the referenced Service Agreement at some point during the transaction, which may occur prior to, during, or after the time that the gas is being transported by Pipeline, for a purpose related to its status and functions as an intrastate pipeline or its status and functions as a local distribution company, or

_____ is either a local distribution company whose service area includes the customer(s) being served under the referenced Service Agreement or an intrastate pipeline physically able to deliver gas directly to the customer(s) being served under the referenced Service Agreement.

Signature: _____

Title: _____

Date: _____

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