

Execution By Electronic Facsimile Agreement

This Execution by Electronic Facsimile Agreement ("Agreement") is made and entered into by and between Florida Gas Transmission Company, LLC ("Company") and _____ ("Customer") (individually referred to as "Party" and collectively referred to as "Parties").

WHEREAS Customer desires to execute service agreements, amendments and other contracts by means of electronic facsimile; and

WHEREAS, Company is willing to allow Customer such execution of agreements in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein, the parties agree as follows:

1. Customer Employees Authorized to Execute by Electronic Facsimile. Customer agrees that only those employees that have authority to execute the particular contract, agreement or amendment in question shall execute by electronic facsimile on behalf of the Customer. In order to receive Company authorization to execute by electronic facsimile, Customer must notify Company of the names, titles, and signature authority of each of Customer's qualifying employees who will, thereby, be authorized by Company to execute the appropriate contracts, agreements or amendments by electronic facsimile. If any authorized employee of Customer leaves the employment of Customer or his/her scope of employment changes to remove authority to execute, Customer will immediately so notify Company. Customer agrees to take all necessary precautions to ensure that no other party, except its authorized employees, shall execute on behalf of Customer by electronic facsimile.
2. Execution of Documents By Means of Electronic Facsimile: This Agreement is executed by the Parties to evidence their mutual intent to create binding obligations by means of execution of documents utilizing electronic facsimile. Reference to the word "Documents" herein shall mean service agreements, amendments to service agreements, reimbursement agreements, and any other agreements that Company may make available from time to time. All Documents properly electronically executed by means of electronic facsimile, pursuant to the specified procedures set forth in this Agreement shall be considered, in connection with any transaction or this Agreement, to be a "writing" or "in writing", and any such Document shall be deemed for all purposes (a) to have been "signed" ("Signed Document") and (b) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. The parties agree not to contest the validity or enforceability of such Signed Documents under the provisions of any applicable law relating to (i) the authority of any employee to enter into the contract or (ii) whether certain agreements are to be in writing or signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall contest the admissibility of copies of Signed Documents on the basis that the Signed Documents were not originated or maintained in documentary form. Customer has reviewed and understands the procedures established in this Agreement, Company's FERC Gas Tariff and as explained by Company with respect to the execution of Documents, and agrees to comply with such procedures (and with any changes or amendments to procedures as made in the FERC Gas Tariff of Company) in connection with such Documents and transactions.
3. Contract Effectiveness. By the transmission by electronic facsimile of a Document signed by authorized Customer personnel, Customer is deemed to execute the Service Agreement, amendment or other contract that is made available by Company. By the transmission by electronic facsimile of a Document signed by Company, Company is deemed to execute the Service Agreement, amendment or other contract that is previously executed by Customer.
4. Use of Electronic Facsimile System. Customer's use of the electronic facsimile system ("System") is "AS IS, WHERE IS," and with all faults. Customer agrees there are no representations or warranties, express or implied, that might arise in connection with this Agreement or Customer's use of the System. Additionally, COMPANY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **CUSTOMER AGREES COMPANY SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT OR TORT, FOR ANY LOSSES SUSTAINED AS A RESULT OF FAILURES OR DEFICIENCIES IN THE SYSTEM. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY FAILURES OR DEFICIENCIES IN THE SYSTEM. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL,**

SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SYSTEM. CUSTOMER ASSUMES ALL RISKS OF LOSS OR LIABILITY ARISING OUT OF ITS USE OF THE SYSTEM AND HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY COMPANY FROM AND AGAINST ALL CLAIMS, DEMANDS AND CAUSES OF ACTION (AS WELL AS ALL LIABILITIES, COSTS, JUDGMENTS OR EXPENSES INCURRED BY COMPANY) BROUGHT BY THIRD PARTIES BASED UPON, ARISING OUT OF OR RESULTING FROM CUSTOMER'S USE OF THE SYSTEM, EXCEPT THAT COMPANY WILL REMAIN LIABLE FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

5. Termination. Both Customer and Company shall have the right to terminate this Agreement at any time for any reason whatsoever, with or without cause. However, termination of this Agreement shall not in any way invalidate the effectiveness of any contract, agreement or amendment properly executed using the procedures set forth in this Agreement.
6. Assignment. This Agreement is personal to Customer and may not be assigned or transferred (except as part of the sale of the assets of Customer's business to which this Agreement relates) by Customer without the express written consent of Company.
7. Company Tariff and Laws and Regulations. All Documents and transactions entered into using execution by electronic facsimile are subject to the FERC Gas Tariff of Company, as amended from time to time, and any applicable laws and regulation.
8. Prior Agreements. To the extent that there are other written or oral agreements in place between the Parties regarding procedures for execution by electronic facsimile, this Agreement shall cancel or supersede those other agreements except to the extent those agreements are not inconsistent with the specific terms and conditions hereof. Moreover, by executing this agreement, Customer does ratify and confirm the proper execution of all contracts, agreements and amendments previously executed by means of electronic facsimile.
9. Entireties Provision. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by written instrument duly executed by both parties.
10. Choice of Law: **THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER SAME TO THE LAWS OF ANOTHER JURISDICTION. THE PARTIES AGREE THAT ANY SUIT BROUGHT WITH RESPECT TO OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OF HARRIS COUNTY, TEXAS OR THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.**
11. Notice: Any notice provided for in this Agreement shall be in writing and shall be considered as having been given if sent by electronic facsimile, delivered personally or if mailed by United States mail postage prepaid to the following addressees, respectively.

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, TX 77210-4967
Attn: Contract Administration
Phone: 713.989.2035
Fax: 713.989.1150

Customer Name

Attn: _____
Phone: _____
Fax: _____

IN WITNESS WHEREOF, Company and Customer have executed this Agreement to be effective the ____ day of _____, 20__.

Accepted and agreed to this ___ day of _____, 20__.

Accepted and agreed to this day of _____, 20__.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____

By: _____

Title: _____

Title: _____