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Part VII
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Rate Schedule ITS-1	Form of Service Agreement
Rate Schedule ITS-WD	Form of Service Agreement
Rate Schedule PNR	Form of Service Agreement
Rate Schedule IPS	Form of Service Agreement

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF] SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(f) of Rate Schedule FTS-1, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

ADDENDUM
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(f) of Rate Schedule FTS-1, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____	_____
(Please type or print name)	(Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

ADDENDUM
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1

Contract No. _____

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[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(f) of Rate Schedule FTS-1, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____	_____
(Please type or print name)	(Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____
Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

ADDENDUM
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-1

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(f) of Rate Schedule FTS-1, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____	_____
(Please type or print name)	(Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

(Please type or print name)

Title _____

Date _____

By _____

(Please type or print name)

Title _____

Date _____

ADDENDUM
TO
RATE SCHEDULE FTS-1 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Market Area
FTS-1

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, _____

_____ ; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____/____/____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	---	--

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
---	---

Total MDTQ:

Date of this Exhibit B:

ADDENDUM
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Market Area
FTS-1

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, _____

_____ ; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	---	--

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
---	---

Total MDTQ:

Date of this Exhibit B:

ADDENDUM
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Market Area
FTS-1

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, _____

_____ ; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-1, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-1" shall mean Transporter's Rate Schedule FTS-1 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-1), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its FTS-1 MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this FTS-1 Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this FTS-1 Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-1 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V

Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-1, (b) Rate Schedule FTS-1 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-1. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-1.

6.4 Shippers that extend their FTS-1 Service Agreement after the effective date of this tariff section for ten (10) years or more ("Extension Period") at least five (5) years in advance of the end of the term of their service agreement, may terminate such agreement on 360 days prior written notice to Transporter if at any time during the Extension Period (i) Transporter's FTS-1 rates are rolled-in with the rates for service under Transporter's Rate Schedule FTS-2, or (ii) Transporter places into effect rates under Rate Schedule FTS-1 that reflect a change in the methodology of allocating operating and maintenance costs between FTS-1 and FTS-2 service, which change results in an allocation of costs to FTS-1 service in excess of those that were allocated to FTS-1 service in the Settlement approved in Docket No. RP96-366. Shipper shall not have a right to terminate if the change referred to in (ii) above is proposed by Shipper or supported by Shipper. Silence by Shipper will not be deemed support.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-1 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-1 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-1 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery Point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-1 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	---	--

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
---	---

Total MDTQ:

Date of this Exhibit B:

ADDENDUM
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT

Firm Transportation Service - Market Area
Rate Schedule FTS-2

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ ____/MMBtu/d as of [insert date].
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed __%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of

Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11._ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All

such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the

written consent of the other party, which consent shall not be unreasonably withheld.

- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____	_____
(Please type or print name)	(Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT

Firm Transportation Service - Market Area
Rate Schedule FTS-2

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ ____/MMBtu/d as of [insert date].
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed __%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of

Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11._ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All

such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the

written consent of the other party, which consent shall not be unreasonably withheld.

- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____	_____
(Please type or print name)	(Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

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[summarize the changes to points]

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[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

(Please type or print name)

Title _____

Date _____

By _____

(Please type or print name)

Title _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT

Firm Transportation Service - Market Area
Rate Schedule FTS-2

Contract No. _____

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[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

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ARTICLE I
Definitions

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1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ ____/MMBtu/d as of [insert date].
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed ___%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V
Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI
Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11._ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
 - (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

(b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC		_____	
By _____		By _____	
_____		_____	
(Please type or print name)		(Please type or print name)	
Title _____		Title _____	
Date _____		Date _____	

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT

Firm Transportation Service - Market Area
Rate Schedule FTS-2

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ ____/MMBtu/d as of [insert date].
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with the Settlement approved in Docket No. RP10-21-000; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed ___%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V
Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI
Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11._ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

(b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC		_____	
By _____		By _____	
_____		_____	
(Please type or print name)		(Please type or print name)	
Title _____		Title _____	
Date _____		Date _____	

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT

Firm Transportation Service - Market Area
Rate Schedule FTS-2

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ _____/MMBtu/d as of [insert date].
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RP04-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed ___%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V
Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI
Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11._ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

(b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC		_____	
By _____		By _____	
_____		_____	
(Please type or print name)		(Please type or print name)	
Title _____		Title _____	
Date _____		Date _____	

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT

Firm Transportation Service - Market Area
Rate Schedule FTS-2

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-2, insert the following paragraph:]

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV
Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2, (b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[Include Section 4.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system and agreement as to a Final Rate Cap. Otherwise Section 4.3 shall read in its entirety as follows: "4.3 – Not Applicable".]

4.3 Notwithstanding Section 4.1 above, as of the In-Service Date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ ____/MMBtu/d as of [insert date].
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the

subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c

and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap. Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its Final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RP04-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

[Include Section 4.4 in this Agreement only if a fuel cap is agreed to. Otherwise Section 4.4 shall read in its entirety as follows: "4.4 – Not Applicable".]

4.4 Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed ___%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V
Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate

or to reduce the MDTO only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

[Include Section 10.3 in this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Section 10.3 shall read in its entirety as follows: "10.3 – Not Applicable".]

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI
Other Provisions

[Any of the following sections may be included in Article XI of this Agreement in the event of agreement or settlement related to an expansion of Transporter's system. If any section is inapplicable, then such inapplicable section shall read in its entirety as follows: "11._ - Not Applicable". If all sections below are inapplicable, then Article XI shall read in its entirety as follows: "Article XI – Not Applicable".]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This Agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive

the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this Agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities ("Shipper Facilities"). Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;

- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;
- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____ (Please type or print name)	_____ (Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____/_____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

(Please type or print name)

Title _____

Date _____

By _____

(Please type or print name)

Title _____

Date _____

FORM OF SERVICE AGREEMENT
Applicable to Agreements Executed After April 1, 2002
Firm Transportation Service - Market Area
FTS-2

THIS AGREEMENT entered into this ____ day of __ ____, __, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2,

(b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[In the event of agreement or settlement related to an expansion of Transporter's system:]

4.3 Notwithstanding Section 4.1 above, as of the in-service date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ _____/MMBtu/d
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP

Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap.

Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RP04-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

4.4 [If a fuel cap is agreed to:] Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed __%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V Term of Agreement

5.1 This Agreement shall become effective upon the date first written above and shall continue in effect _____.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4976
Attention: FGT Marketing Administration
Telephone No. _____
Fax No. _____

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

Shipper: _____

Attention: _____

ARTICLE VIII
Facilities

8.1 To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI
Other Provisions

[The following provisions may be applicable in the event the service to be rendered hereunder requires the construction of facilities.]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities. ("Shipper Facilities.") Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not

meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;

- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (MMBtu)*</u>				
<u>Description of Point of Receipt</u>	<u>DRN</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>
<u>PRODUCTION ZONE 1</u>					
<u>PRODUCTION ZONE 2</u>					
<u>PRODUCTION ZONE 3</u>					
<u>Total MDQ:</u>					

*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

Date of this Exhibit A: _____

Contract No. _____

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____/____/_____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

<u>Point(s) of Delivery</u>	<u>Maximum Daily Quantity (MMBtu)</u>				
<u>Description of Point of Delivery</u>	<u>Maximum Hourly*</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>

Total MDTQ

*Not to exceed 6% of MDQ.

Date of this Exhibit B: _____

Contract No. _____

FORM OF SERVICE AGREEMENT
Applicable to Agreements Executed After April 1, 2002
Firm Transportation Service - Market Area
FTS-2

THIS AGREEMENT entered into this ____ day of __ ____, __, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule FTS-2 which is incorporated herein by reference,]

W I T N E S S E T H

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-2" shall mean Transporter's Rate Schedule FTS-2 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of Rate Schedule FTS-2 and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-2,

(b) Rate Schedule FTS-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

[In the event of agreement or settlement related to an expansion of Transporter's system:]

4.3 Notwithstanding Section 4.1 above, as of the in-service date and during the primary term of this Agreement, Shipper shall pay Transporter, for all services rendered hereunder, the lower of: (1) the rates established under Transporter's Rate Schedule FTS-2 (inclusive of all applicable surcharges), as filed with and approved by the FERC and as said Rate Schedule may hereafter be legally amended or superseded, or (2) the Final Rate Cap as determined below:

- (a) The Base Rate Cap shall be as follows: \$ _____/MMBtu/d
- (b) The Base Rate Cap assumes the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost of service methodology. For purposes of this section with respect to this Agreement, a "levelized rate" shall mean a rate designed by adjusting the annual depreciation expense such that it results in a levelized annual cost of service.
- (c) The Base Rate Cap is stated in nominal dollars, and shall exclude all applicable surcharges and fuel.
- (d) [If an escalator is agreed to:] Beginning on _____, and annually thereafter ("Escalation Date"), the Base Rate Cap then in effect shall be escalated in accordance with the following formula; provided that in no event shall the Base Rate Cap, as it may be escalated pursuant to this subsection (d), exceed \$0.____ per MMBtu. On each Escalation Date, the Base Rate Cap to be effective for the subsequent twelve (12) month period shall be the sum of: (i) 0.70 multiplied by the Prior Base Rate Cap, which is defined herein as the Base Rate Cap that was effective for the twelve (12) month period immediately preceding the Escalation Date, and (ii) 0.30 multiplied by the Prior Base Rate Cap, which product shall be escalated (but not decreased) by multiplying it by a fraction, wherein the numerator shall be the GNP Implicit Price Deflator, as set forth in the most recent publication of Survey of Current Business published by the U.S. Department of Commerce ("GNP Deflator") (or any substitute index that the parties mutually agree to in writing), for the most recent calendar quarter published in the Survey of Current Business as of the Escalation Date ("Numerator Calendar Quarter"), and the denominator shall be the GNP

Deflator for the calendar quarter preceding the Numerator Calendar Quarter by one calendar year.

- (e)
 - (i) For any billing month, the Final Rate Cap (stated on a per unit basis) shall be determined by adding the Base Rate Cap and an amount equal to the aggregate of the applicable surcharges (as defined in section (e)(ii) below).
 - (ii) The type of surcharges contemplated under Rate Schedule FTS-2 to be included in the calculation of the Final Rate Cap are applicable surcharges, such as ACA, fuel, and Capital surcharges; provided, however, Transporter shall not collect under this Agreement any surcharge associated with GRI, Gas Supply Realignment ("GSR"), the recovery of take-or-pay costs or gas purchase reformation costs, FERC Account No. 191 costs ("restructuring costs"), or any similar surcharge associated with the restructuring of Transporter's merchant service under orders in FERC Docket No. RS92-16-000 or similar proceedings, or any separately stated surcharge related to the recovery of restructuring costs of any upstream provider of transportation or sales services to Transporter.
- (f) If, at any time during the primary term of this Agreement, the effective rate that Transporter is authorized by the FERC to charge Shipper, including surcharges, exceeds the Final Rate Cap, then Transporter shall discount such authorized FERC rate down to the Final Rate Cap in accordance with the order of discounting provided for in Transporter's FERC Gas Tariff.
- (g) Unless otherwise mutually agreed by the parties, after the expiration of the primary term of this Agreement, Shipper shall pay Transporter the rates established under Transporter's Rate Schedule FTS-2, as filed with and approved by the FERC.
- (h) If Shipper proposes or supports a change in the rate design methodologies on which the currently effective FTS-2 rates are based, as set forth in Sections III.2.c and d, and III.3.b of the Phase III Settlement, and such proposals or changes are approved by a final non-appealable order, the Final Rate Cap shall be deemed waived. Notwithstanding the foregoing, if Transporter proposes, or any other party proposes and Transporter either supports or does not oppose, a change to any of such rate design methodologies in any Section 4 or Section 5 proceeding, then Shipper may take a position on that particular rate design methodology in that proceeding, whether or not consistent with the position taken by Transporter, without waiving the Final Rate Cap, and unless otherwise agreed by Transporter and Shipper, approval of such a proposed change in the rate design methodology by a final non-appealable order, in such Section 4 or Section 5 proceeding, shall not affect the continuing applicability of the Final Rate Cap.

Specifically, the rate design methodologies referenced in this section (h) are as follows:

- (i) the straight fixed variable method of rate design, and of classifying and allocating costs,
- (ii) unless otherwise agreed to by both parties hereto, the system-wide postage stamp rate for FTS-2 service to the Market Area,
- (iii) the levelized rate methodology through March 31, 2005, and thereafter, the traditional cost-of-service methodology, and
- (iv) the methodology of allocating the operation and maintenance ("O&M") costs between Rate Schedules FTS-1 and FTS-2; provided, however, that without waiving its final Rate Cap under this section (h)(iv), and with respect to the allocation of administrative and general ("A&G") expenses only, a Shipper may challenge, on a prospective basis only, Transporter's use of the Kansas-Nebraska methodology in the Section 4 rate case to be filed by Transporter in accordance with Article XI of the Settlement approved by the FERC in Docket No. RP04-12; and provided further, that Shipper may, without waiving its Final Rate Cap (and regardless of any position taken by Transporter), argue for any allocation methodology that allocates no more O&M costs to Rate Schedule FTS-2 than would otherwise be allocated by use of:
 - (a) the Phase III Settlement methodology for allocating all O&M costs except for A&G expenses, and
 - (b) the Kansas-Nebraska methodology for allocating A&G expenses.

4.4 [If a fuel cap is agreed to:] Shipper shall provide fuel for use by Transporter, which shall be a separately stated fuel percentage. Such fuel percentage shall not exceed __%, on an annual average basis, of the quantities received by Transporter at Shipper's Receipt Points (exclusive of fuel reimbursement) ("Fuel Rate Cap"), which Fuel Rate Cap shall be effective only for so long as a system average fuel rate is utilized for deliveries in Transporter's Market Area. Transporter agrees that it will not propose, and will oppose any proposal, to change the basis for computing the Market Area fuel reimbursement percentage from the system average fuel rate methodology.

ARTICLE V Term of Agreement

5.1 This Agreement shall become effective upon the date first written above and shall continue in effect _____.

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 For a Shipper in the business of generating and distributing electricity and who sign a Service Agreement with a term of twenty (20) years or more, in the event of the enactment of any statute or the issuance of any order, rule, or regulation by a state or federal governmental authority that changes the electric market structure in the State of Florida, Shipper shall have the right, upon three (3) years prior written notice to Transporter, to terminate that portion of the firm quantity provided for in Shipper's Service Agreement utilized for electric generation at any time after the tenth anniversary of the commencement of the primary term of the Shipper's Service Agreement.

5.4 Shipper may buy out of a Service Agreement for all or a portion of its transportation capacity ("MDTQ") thereunder, at any time, by paying Transporter the net present value of Shipper's remaining reservation charge obligations for such capacity, discounted at a reasonable rate to be mutually agreed upon by the parties at the time of such buy-out.

5.5 Notwithstanding any other provision in this Agreement, after commencement of service under this Agreement, in the event that: (1) Shipper is capable of using gas; and (2) Transporter is unable to deliver Shipper's designated volumes at the specified Delivery Point(s) and at the pressures provided for in this Agreement for a period of two consecutive days ("Service Cessation"), Shipper shall have the right to reduce the MDTQ by the volumes not delivered, without costs or penalty, by providing written notice to Transporter within forty-five (45) days of such occurrence; provided, however, that if a Service Cessation occurs more than five (5) times in any calendar year, Shipper shall have the right to terminate this Agreement by providing written notice to Transporter within forty-five (45) days of such occurrence; provided further, however, that if Transporter's failure to deliver is due to events of Transporter's *force majeure* as defined in Rate Schedule FTS-2, Shipper shall have the right to terminate or to reduce the MDTQ only in the event such *force majeure* continues for more than one hundred eighty-five (185) consecutive days of any three hundred sixty-five (365) day period.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-2 and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-2 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-2 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4976
Attention: FGT Marketing Administration
Telephone No. _____
Fax No. _____

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

Shipper: _____

Attention: _____

ARTICLE VIII
Facilities

8.1 To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-2, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

10.3 In the event the service to be rendered hereunder requires the construction of facilities, the quantities of gas to be delivered by Transporter to Shipper hereunder or shall be delivered to Shipper at _____ at a minimum pressure of _____ (____) psig.

ARTICLE XI
Other Provisions

[The following provisions may be applicable in the event the service to be rendered hereunder requires the construction of facilities.]

11.1 Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

11.2 If service requires the construction of facilities, service pursuant to this Agreement is expressly subject to the following conditions:

- (a) (i) The issuance, and acceptance by Transporter, of all necessary authorizations from the FERC pursuant to the Natural Gas Act or Natural Gas Policy Act permitting Transporter to construct, own and operate the Facilities and to effectuate the proposed service hereunder. All such authorizations shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.
- (ii) Shipper shall have the right to terminate this Agreement in the event that it determines, in good faith, that a condition in the FERC authorization materially adversely affects its business and operations. If Shipper elects to terminate under this provision, it will notify Transporter in writing within fifteen (15) days of the issuance of such authorization.
- (b) This agreement is subject to approval of the board of directors of Transporter and receipt and acceptance by Transporter of all other approvals required to construct the Facilities, including all necessary authorizations from federal, state, local, and/or municipal agencies or other governmental authorities. All such approvals shall be in form and substance satisfactory to Transporter, and shall be final before the respective governmental authority and no longer subject to appeal or rehearing; provided, however, that Transporter may waive the condition that such authority be final and/or no longer subject to appeal or rehearing.

- (c) The receipt of executed firm transportation service agreements sufficient to economically justify construction of the Facilities, if required, in Transporter's sole opinion.
- (d) So long as the FTS-2 rates are designed on an incremental basis, Shipper agrees to support the rate methodology underlying the existing FTS-2 rates for the Facilities and service rendered under this agreement, in any proceeding before the FERC during the term of this Agreement.
- (e) Receipt by Transporter of all necessary right-of-way easements or permits in form and substance acceptable to Transporter; and
- (f) Transporter obtaining financing to construct the Facilities, in a form and under terms satisfactory to Transporter, in Transporter's sole opinion. Shipper agrees to provide reasonable cooperation in Transporter's effort to obtain financing.
- (g) The issuance and acceptance by Shipper, of all necessary federal, state or local authorizations, if any, required for Shipper to construct, own, and operate any necessary facilities; provided however, that Shipper must notify Transporter by _____ of any necessary authorizations lacking, otherwise this condition shall be deemed waived by Shipper.

11.3 Subject to the other provisions of this Article XI, Transporter agrees to make all reasonable efforts to obtain the necessary authorizations, financing commitments and all other approvals necessary to effectuate service under this Agreement. Shipper agrees to exercise good faith in the performance of this Agreement by supporting Transporter's efforts to obtain all necessary authorizations, financing and other approvals necessary to effectuate service under this Agreement.

11.4 Notwithstanding any other provision herein, at any time prior to Transporter's acceptance of all authorizations necessary to construct the Facilities, Transporter retains the right to terminate this Agreement, and to withdraw any requests or applications for regulatory approvals.

11.5 Shipper may elect to construct, own and operate the meter and regulation equipment and any heaters or gas conditioning facilities desired at the delivery point. If Shipper elects to construct facilities: Transporter will design and provide bid and/or construction drawings, and a material list for any Shipper-Owned facilities. ("Shipper Facilities.") Shipper agrees to reimburse Transporter the fair market value for design services within fifteen (15) days of receipt of such drawings. Shipper will provide Transporter as-built drawings of the facilities constructed by Shipper within thirty (30) days after completion of project.

- (a) Shipper agrees that all Shipper Facilities will be constructed and operated to the design and specifications provided by Transporter;
- (b) Transporter shall have the right to inspect the facilities during and after construction, including any future revisions, and reject any facilities not

meeting specifications, United States Department of Transportation codes (Office of Pipeline Safety), AGA standards, applicable state requirements and Transporter's FERC Gas Tariff requirements. Shipper will notify Transporter forty-eight (48) hours in advance of beginning the construction of its facilities so that Transporter can arrange for inspection by Transporter personnel;

- (c) Shipper will construct, own, operate and maintain in good operating condition and repair (including without limitation, ordinary upkeep, and replacement and repairs whether ordinary or extraordinary in nature), the (1) meter station, (2) regulators, (3) a dehydrator and a separator with high liquid control shut-in capability; together with adequate liquid storage and secondary containment facilities, (4) all piping and fencing, and (5) a road located within the Meter Site constructed to withstand vehicular ingress and egress during all weather conditions and during all times of the year. In the event Shipper fails to maintain its facilities as described above and such failure is interfering with Transporter operations, Transporter may perform such services and bill Shipper the cost for the operation, maintenance or repair of such facilities including Transporter overhead. In the event such facilities become incapable of accurately measuring gas volumes, Transporter reserves the right to require Shipper to modify such facilities at Shipper's cost to meet the current design volume requirement;
- (d) Shipper will install any and all equipment needed to protect its facilities upstream or downstream of the Receipt Point. Shipper will maintain a minimum flow rate at which the meter will operate properly; and
- (e) Shipper agrees to provide, at no cost to Transporter, the following: requested electric service, telephone service and housing needed for Transporter to install Electronic Flow Measurement ("EFM") and communication equipment, and appropriate rights of ingress and egress to operate, maintain, check, and repair such equipment.

ARTICLE XII
Miscellaneous

- 12.1 (a) This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.
- (b) Shipper may also assign its rights under the Final Rate Cap but only in the event that such assignment is to third party that has a Moody's credit rating equal to or greater than that of Shipper.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (MMBtu)*</u>				
<u>Description of Point of Receipt</u>	<u>DRN</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>
<u>PRODUCTION ZONE 1</u>					
<u>PRODUCTION ZONE 2</u>					
<u>PRODUCTION ZONE 3</u>					
<u>Total MDQ:</u>					

*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's F.E.R.C. Gas Tariff, General Terms and Conditions.

Date of this Exhibit A: _____

Contract No. _____

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____/____/_____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

<u>Point(s) of Delivery</u>	<u>Maximum Daily Quantity (MMBtu)</u>				
<u>Description of Point of Delivery</u>	<u>Maximum Hourly*</u>	<u>Oct</u>	<u>Nov-Mar</u>	<u>Apr</u>	<u>May-Sept</u>

Total MDTQ

*Not to exceed 6% of MDQ.

Date of this Exhibit B: _____

Contract No. _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-3

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-3, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV

Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V

Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this

Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated

pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____		_____
By _____	_____	By _____	_____
	(Please type or print name)		(Please type or print name)
Title _____	_____	Title _____	_____
Date _____	_____	Date _____	_____

EXHIBIT A
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-3

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-3, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV

Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V

Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this

Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.F of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated

pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____		_____
By _____	_____	By _____	_____
	(Please type or print name)		(Please type or print name)
Title _____	_____	Title _____	_____
Date _____	_____	Date _____	_____

EXHIBIT A
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____/_____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Market Area
Rate Schedule FTS-3

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(e) of Rate Schedule FTS-3, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(f) of Rate Schedule FTS-1 which is incorporated herein by reference,]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

[Include the information below in Article I of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article I shall read in its entirety as follows: "Article I - Not Applicable".]

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV

Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V

Term of Agreement

5.1 This Agreement shall become effective _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Rollover Option] and upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

8.1 To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of new or requested taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act

of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article IX of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article IX shall read in its entirety as follows: "Article IX – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER	SHIPPER
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____
By _____	By _____
_____	_____
(Please type or print name)	(Please type or print name)
Title _____	Title _____
Date _____	Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-3 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Market Area
FTS-3

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

W I T N E S S E T H

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-3, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-3" shall mean Transporter's Rate Schedule FTS-3 as filed with the FERC and as may be changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

1.3 The term "Facilities" shall mean any facilities necessary to render service under this Agreement.

1.4 The term "In-Service Date" shall mean the date the Facilities, as defined in 1.3, shall go into service.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") is set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto as the same may be amended from time to time. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Upon the effective date (or the In-Service Date, in the event Facilities are required to be constructed), Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity ("MDQ") specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-3), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established in Article IV herein.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the conditions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to suspend or terminate this Agreement pursuant to the conditions set forth in said Section 15.

ARTICLE IV Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-3, (b) Rate Schedule FTS-3 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-3.

Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V
Term of Agreement

5.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2 of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Rollover Option] and upon the expiration of the primary term and any extension or rollover, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VI
Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper to Transporter under this Agreement shall be at the Point(s) of Receipt on the pipeline system of Transporter or any Transporting Pipeline as set forth in Exhibit A attached hereto, as the same may be amended from time to time. In accordance with the provisions of Section 8.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B hereto, as same may be amended from time to time, and shall be in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. In accordance with the provisions of Section 9.A of Rate Schedule FTS-3 and Section 21.C of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Market Area; provided, however, that a Shipper who acquires a segment of FTS-3 capacity in the Western Division may only request new Delivery Points in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-3 and the applicable General Terms and Conditions of its Tariff. Transporter is not obligated to accept changes where the new Primary Delivery point is also a delivery point under a Rate Schedule

SFTS Service Agreement and the load to be served is an existing behind-the-gate customer of a Rate Schedule SFTS Shipper as defined in Section 11 of Rate Schedule SFTS.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4976
Houston, Texas 77210-4976
Attention: FGT Marketing Administration
Telephone No. _____
Fax No. _____

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC

Shipper: _____

ARTICLE VIII
Facilities

8.1 To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

8.2 Unless otherwise agreed to by the parties, Shipper is obligated to reimburse Transporter within fifteen (15) days of receipt of invoice for the costs of the construction of taps, meters, receipt and delivery point upgrades, and supply and delivery laterals and any other construction necessary to receive gas into, and deliver from, Transporter's existing or proposed facilities. To the extent such reimbursement qualifies as a contribution in aid of construction under the Tax Reform Act of 1986, P.L. 99-514 (1986), Shipper also shall reimburse Transporter for the income taxes incurred by Transporter as a direct result of such contribution in aid of construction by Shipper; as calculated pursuant to FERC's order in Transwestern Pipeline Company, 45 FERC Paragraph 61,116 (1988). Unless otherwise agreed to, Transporter shall have title to and the exclusive right to operate and maintain all such facilities.

ARTICLE IX
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization, in a form acceptable to Transporter in its sole discretion, to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-3, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Creditworthiness

Prior to Transporter's execution of this Agreement, Shipper must demonstrate creditworthiness satisfactory to Transporter in accordance with Section 16 of the General Terms and Conditions of Transporter's Tariff. In the event Shipper fails to establish creditworthiness within fifteen (15) days of Transporter's notice, Transporter shall not execute this Agreement and this Agreement shall not become effective.

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, that neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISIDCTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____		_____
By _____	_____	By _____	_____
	(Please type or print name)		(Please type or print name)
Title _____	_____	Title _____	_____
Date _____	_____	Date _____	_____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

<u>Point(s) of Receipt</u>	<u>Maximum Daily Quantity (MMBtu)*</u>				
<u>Description of Point of Receipt</u>	DRN	Oct	Nov-Mar	Apr	May-Sept

Total MDQ:

*Exclusive of Transporter's fuel. Shipper to provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.

Date of this Exhibit A: _____

Contract No. _____

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities (not to exceed 6% of MDQ/hour), Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Maximum Daily Quantity (MMBtu)

Description of
Point of Delivery

Maximum
Hourly*

Oct Nov-Mar Apr May-Sept

Total MDTQ _____

**Not to exceed 6% of MDQ.*

Date of this Exhibit B: _____

Contract No. _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Small Firm Transportation Service
Rate Schedule SFTS

Contract No. _____

THIS AGREEMENT entered into this ___ day of _____, ____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted

regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI
Term of Agreement

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

ADDENDUM
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Small Firm Transportation Service
Rate Schedule SFTS

Contract No. _____

THIS AGREEMENT entered into this ___ day of _____, ____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted

regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI
Term of Agreement

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

ADDENDUM
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Small Firm Transportation Service
Rate Schedule SFTS

Contract No. _____

THIS AGREEMENT entered into this ___ day of _____, ____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted

regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI
Term of Agreement

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII
Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX

Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X

Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI

Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII

Other Provisions

ARTICLE XIII

Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt with associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____/_____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

ADDENDUM
TO
RATE SCHEDULE SFTS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Effective Date of this Addendum: _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service
SFTS

THIS AGREEMENT entered into this ___ day of _____, ____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

WITNESSETH

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas

expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not

be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED
_____, ____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
		April Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
 TO
 SMALL FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN
 FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED

_____/____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

	October Maximum Daily Quantity	November-March Maximum Daily Quantity
Description of Point of Delivery	(MMBtu)	(MMBtu)

Total MDTQ:

	April Maximum Daily Quantity	May-September Maximum Daily Quantity
	(MMBtu)	(MMBtu)

Total MDTQ:

Date of this Exhibit B:

ADDENDUM
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service
SFTS

THIS AGREEMENT entered into this ___ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

WITNESSETH

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas

expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not

be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____.

6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT

BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
 TO
 SMALL FIRM GAS TRANSPORTATION AGREEMENT
 BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED

_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	---	--

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
---	---

Total MDTQ:

Date of this Exhibit B:

ADDENDUM
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

FORM OF SERVICE AGREEMENT
Small Firm Transportation Service
SFTS

THIS AGREEMENT entered into this ___ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

WITNESSETH

WHEREAS, Shipper meets the requirements for service under Rate Schedule SFTS; and

WHEREAS, Transporter is willing to provide firm transportation service to Shipper under Rate Schedule SFTS, a successor schedule to Rate Schedule SGS; and

WHEREAS, Shipper has completed and submitted to Transporter a valid request for transportation service under Rate Schedule SFTS ("Request"); and

WHEREAS, in accordance with such Request, such service will be provided by Transporter for Shipper in accordance with the terms thereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule SFTS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule SFTS" shall mean Transporter's Rate Schedule SFTS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II
Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas

expressed in MMBtu that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point on Exhibit A, plus Transporter's fuel, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, volumes up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule SFTS), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III No Notice Transportation Service

To the extent that Shipper has subscribed for No Notice Transportation Service within its SFTS MDTQ, such level of No Notice Transportation Service subscribed for is set forth on the NNTS Addendum to this SFTS Service Agreement. Such No Notice Transportation Service shall be provided in accordance with the terms and conditions of Rate Schedule NNTS, and within Shipper's MDTQ under this SFTS Service Agreement.

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule SFTS as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule SFTS, (b) Rate Schedule SFTS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not

be subject to change hereunder by means of a Section 4 Filing; and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule SFTS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____.

6.2 In accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected (Right of First Refusal or Roll-over Option) and upon the expiration of the primary term or roll-over, any termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule SFTS.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule SFTS and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B.

ARTICLE VIII

Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule SFTS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B (and NNTS Addendum, if applicable) which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED
_____/____/____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
		April Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED
_____/____/____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

	October Maximum Daily Quantity	November-March Maximum Daily Quantity
Description of Point of Delivery	(MMBtu)	(MMBtu)

Total MDTQ:

	April Maximum Daily Quantity	May-September Maximum Daily Quantity
	(MMBtu)	(MMBtu)

Total MDTQ:

Date of this Exhibit B:

ADDENDUM
TO
SMALL FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____ / _____

No Notice Quantity (NNQ)

During each day of each month indicated below, the NNQ applicable hereunder shall be as set forth below:

Period	NNQ (MMBtu)
October	
November	
December	
January	
February	
March	
April	
May	
June	
July	
August	
September	

Dated: _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Western Division
Rate Schedule FTS-WD

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Reserved

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____		_____
By _____	_____	By _____	_____
	(Please type or print name)		(Please type or print name)
Title _____	_____	Title _____	_____
Date _____	_____	Date _____	_____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, _____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Western Division
Rate Schedule FTS-WD

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Reserved

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.F. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____		_____
By _____	_____	By _____	_____
	(Please type or print name)		(Please type or print name)
Title _____	_____	Title _____	_____
Date _____	_____	Date _____	_____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____/_____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Western Division
Rate Schedule FTS-WD

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Reserved

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE IX
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, _____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-WD SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, ____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Western Division
FTS-WD

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, _____

_____ ; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Reserved

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____ (include end date of primary term and any applicable rollover or Right of First Refusal details).

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	---	--

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
---	---

Total MDTQ:

Date of this Exhibit B:

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Western Division
FTS-WD

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, _____

_____ ; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Reserved

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	--	---

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
--------------------------------------	--

Total MDTQ:

Date of this Exhibit B:

FORM OF SERVICE AGREEMENT
Firm Transportation Service - Western Division
FTS-WD

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining firm transportation service from Transporter and Transporter is willing to provide firm transportation service to Shipper; and

WHEREAS, _____

_____ ; and

WHEREAS, such service will be provided by Transporter for Shipper in accordance with the terms hereof.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD" shall mean Transporter's Rate Schedule FTS-WD as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 5.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Reserved

ARTICLE IV Payment and Rights in the Event of Non-Payment

4.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

4.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE V Rights to Amend Rates and Terms and Conditions of Service

5.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

5.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD, (b) Rate Schedule FTS-WD including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE VI

Term of Agreement and Commencement of Service

6.1 The primary term of this Agreement shall commence on _____ and shall continue in effect _____.

6.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 6.1 above. Otherwise, in accordance with the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff, Shipper has elected [Right of First Refusal or Roll-over Option] and upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

6.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD.

ARTICLE VII

Point(s) of Receipt and Delivery and Maximum Daily Quantities

7.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt on Transporter's pipeline system as set forth in Exhibit A attached hereto. In accordance with the provisions of Section 8.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Receipt. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

7.2 The Primary Point(s) of Delivery and maximum daily quantity for each point for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery as set forth in Exhibit B and shall be in Transporter's Western Division. In accordance with the provisions of Section 9.A. of Rate Schedule FTS-WD and Section 21.C. of the General Terms and Conditions of Transporter's Tariff, Shipper may request changes in its Primary Point(s) of Delivery provided that such new requested Primary Delivery Points must be

located in Transporter's Western Division. Transporter may make such changes in accordance with the terms of Rate Schedule FTS-WD and the applicable General Terms and Conditions of its Tariff.

ARTICLE VIII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter: Florida Gas Transmission Company, LLC
P. O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration Department

Shipper: _____

Attention: _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

ARTICLE IX
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Regulatory Authorizations and Approvals

10.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD and this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under this Service Agreement.

ARTICLE XI
Pressure

11.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

11.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XII
Other Provisions

ARTICLE XIII
Miscellaneous

13.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

13.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

13.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

13.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

ARTICLE XIV
Superseding Prior Service Agreements

This Agreement supersedes and cancels the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range. MDQ shall be exclusive of Fuel Reimbursement.)

Point(s) of Receipt

Description of Point of Receipt	October Maximum Daily Quantity (excluding fuel) (MMBtu)	November-March Maximum Daily Quantity (excluding fuel) (MMBtu)
	April Maximum Daily Quantity (excluding fuel) (MMBtu)	May-September Maximum Daily Quantity (excluding fuel) (MMBtu)

Date of this Exhibit A:

EXHIBIT B
TO
FIRM GAS TRANSPORTATION AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____ / _____

(Transporter and Shipper may use the following format or a different format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.)

Point(s) of Delivery

Description of Point of Delivery	October Maximum Daily Quantity (MMBtu)	November-March Maximum Daily Quantity (MMBtu)
----------------------------------	---	--

Total MDTQ:

April Maximum Daily Quantity (MMBtu)	May-September Maximum Daily Quantity (MMBtu)
---	---

Total MDTQ:

Date of this Exhibit B:

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Firm Transportation Service - Western Division
Rate Schedule FTS-WD-2

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter"), and _____ (herein called "Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(d) of Rate Schedule FTS-WD-2, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(d) of Rate Schedule FTS-WD-2 which is incorporated herein by reference.]

W I T N E S S E T H

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule FTS-WD-2, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule FTS-WD-2" shall mean Transporter's Rate Schedule FTS-WD-2 as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Section 4.2 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has authority to regulate the rates and services of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on a seasonal basis, and by Division if applicable, on Exhibit B attached hereto. The applicable MDTQ shall be the largest daily quantity of gas expressed in MMBtu, that Transporter is obligated to transport and make available for delivery to Shipper under this Service Agreement on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point as set out on Exhibit A, plus Transporter's fuel, if applicable, and to transport and make available for delivery to Shipper at each Delivery Point specified on Exhibit B, up to the amount scheduled by Transporter less Transporter's fuel, if applicable (as provided in Rate Schedule FTS-WD-2), provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Payment and Rights in the Event of Non-Payment

3.1 Upon the commencement of service hereunder, Shipper shall pay Transporter, for all service rendered hereunder, the rates established under Transporter's Rate Schedule FTS-WD-2 as filed with the FERC and as said Rate Schedule may hereafter be legally amended or superseded.

3.2 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement, pursuant to the condition set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement pursuant to the condition set forth in said Section 15.

ARTICLE IV Rights to Amend Rates and Terms and Conditions of Service

4.1 This Agreement in all respects shall be and remain subject to the provisions of said Rate Schedule and of the applicable provisions of the General Terms and Conditions of Transporter on file with the FERC (as the same may hereafter be legally amended or superseded), all of which are made a part hereof by this reference.

4.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in (a) the rates and charges applicable to its Rate Schedule FTS-WD-2, (b) Rate Schedule FTS-WD-2 including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered; provided however, that the firm character of

service shall not be subject to change hereunder by means of a Section 4 Filing by Transporter, and/or (c) any provisions of the General Terms and Conditions of Transporter's Tariff applicable to Rate Schedule FTS-WD-2. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE V

Term of Agreement and Commencement of Service

5.1 This Agreement shall become effective _____ and shall continue in effect _____ [include end date of primary term and any applicable rollover or Right of First Refusal details].

5.2 In the event the capacity being contracted for was acquired pursuant to Section 18.C.2. of Transporter's Tariff, then this Agreement shall terminate on the date set forth in Section 5.1 above. Otherwise, upon the expiration of the primary term and any extension or roll-over, termination will be governed by the provisions of Section 20 of the General Terms and Conditions of Transporter's Tariff.

5.3 Service hereunder shall commence as set forth in Section 2 of Rate Schedule FTS-WD-2.

ARTICLE VI

Point(s) of Receipt and Delivery and Maximum Daily Quantities

6.1 The Primary Point(s) of Receipt and maximum daily quantity for each Primary Point of Receipt, for all gas delivered by Shipper into Transporter's pipeline system under this Agreement shall be at the Point(s) of Receipt in Transporter's Western Division as set forth in Exhibit A attached hereto. Such Primary Point(s) of Receipt must be located east of the Primary Point(s) of Delivery under this Service Agreement. Shipper may request changes in its Primary Point(s) of Receipt and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

6.2 The Primary Point(s) of Delivery and maximum daily quantity for each Primary Point of Delivery for all gas made available for delivery by Transporter to Shipper, or for the account of Shipper, under this Agreement shall be at the Point(s) of Delivery in Transporter's Western Division as set forth in Exhibit B attached hereto. Such Primary Point(s) of Delivery must be located west of the Primary Point(s) of Receipt under this Service Agreement. Shipper may request changes in its Primary Point(s) of Delivery and Transporter shall make such changes in accordance with the terms of Rate Schedule FTS-WD-2 and the applicable General Terms and Conditions of its Tariff.

ARTICLE VII
Notices

All notices, payments and communications with respect to this Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper: _____

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VIII
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities, shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX
Regulatory Authorizations and Approvals

[Include the language below in Article X of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article X shall read in its entirety as follows: "Article X – Not Applicable".]

9.1 Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service to Shipper in accordance with the terms of Rate Schedule FTS-WD-2 and this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE X
Pressure

10.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

10.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE XI
Other Provisions

ARTICLE XII
Miscellaneous

12.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

12.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

12.3 This Agreement contains Exhibits A and B which are incorporated fully herein.

12.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

ARTICLE XIII
Superseding Prior Service Agreements

This Agreement supersedes and replaces the following Service Agreements between Transporter and Shipper:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER		SHIPPER	
FLORIDA GAS TRANSMISSION COMPANY, LLC	_____		_____
By _____	_____	By _____	_____
	(Please type or print name)		(Please type or print name)
Title _____	_____	Title _____	_____
Date _____	_____	Date _____	_____

EXHIBIT A
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED

_____, _____
Contract No. _____

Amendment No. _____

Effective Date of this Exhibit A: _____

[Transporter and Shipper may use any format to display the description of Points of Receipt and associated Maximum Daily Quantity (MDQ) by season, month and/or date range and the Maximum Daily Transportation Quantity (MDTQ).]

(Quantities are exclusive of Fuel Reimbursement. Shipper shall provide fuel pursuant to Fuel Reimbursement Charge Adjustment provisions of Transporter's FERC Gas Tariff, General Terms and Conditions.)

EXHIBIT B
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit B: _____

[Transporter and Shipper may use any format to display the description of Points of Delivery and associated Maximum Daily Quantity (MDQ) by season, month and/or date range as well as maximum hourly quantities, Maximum Daily Transportation Quantity (MDTQ) and delivery pressure.]

(Quantities are exclusive of Fuel Reimbursement.)

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

EXHIBIT C
TO
RATE SCHEDULE FTS-WD-2 SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

_____ DATED _____

Contract No. _____

Amendment No. _____

Effective Date of this Exhibit C: _____

The parties hereby agree that Exhibit A and/or B are revised as described below and revised Exhibit A and/or B are attached hereto.

[Mark the applicable section(s) below for each amendment number.]

_____ Realignment of Points
[summarize the changes to points]

_____ Contract Extension

_____ Contract Quantity
[summarize the changes to MDQ/MDTQ]

_____ Administrative Contract Consolidation
[list each service agreement number with associated MDTQ, termination date and extension rights]

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Interruptible Transportation Service
Market Area
Rate Schedule ITS-1

Contract No. _____

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, alternatively, omit the above and, when applicable, pursuant to Section 1(d) of Rate Schedule ITS-1, insert the following: THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-1 which is incorporated herein by reference,] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper, as more particularly described in Rate Schedule ITS-1, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.

2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.

3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.

3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.

4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

Attention: _____
Telephone No. _____
Fax No. _____

6. Address for invoices to Shipper:

Attention: _____
Telephone No. _____
Fax No. _____

7. This Agreement supersedes and replaces the following
Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement. This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company, LLC for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

(Please type or print name)

Title _____

Date _____

Shipper: _____

By _____

(Please type or print name)

Title _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to Transporter's address posted on Transporter's Internet website.

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Interruptible Transportation Service
Market Area
Rate Schedule ITS-1

Contract No. _____

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, alternatively, omit the above and, when applicable, pursuant to Section 1(d) of Rate Schedule ITS-1, insert the following: THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-1 which is incorporated herein by reference,] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper, as more particularly described in Rate Schedule ITS-1, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.
2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.
3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.
 - 3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.
4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

Attention: _____
Telephone No. _____
Fax No. _____

6. Address for invoices to Shipper:

Attention: _____
Telephone No. _____
Fax No. _____

7. This Agreement supersedes and cancels the following
Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement. This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company, LLC for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

(Please type or print name)

Title _____

Date _____

Shipper: _____

By _____

(Please type or print name)

Title _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to Transporter's address posted on Transporter's Internet website.

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service
Market Area
ITS-1

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, when applicable, THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-1 which is incorporated herein by reference.] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper, as more particularly described in Rate Schedule ITS-1, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.
2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.
3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.
 - 3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.
4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

6. Address for invoices to Shipper:

7. This Agreement supersedes and cancels the following
Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement. This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company, LLC for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Shipper: _____

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

ACCOUNTING MATTERS:

Florida Gas Transmission Company, LLC
5444 Westheimer Road
P.O. Box 4967
Houston, Texas 77210-4967
Attn: Revenue & Gas Accounting
FAX No. _____

ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, Texas 77210-4967
ATTN: FGT Marketing Administration
FAX No. _____

PAYMENTS:

Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service
Market Area
ITS-1

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, when applicable, THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-1 which is incorporated herein by reference.] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper, as more particularly described in Rate Schedule ITS-1, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.
2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.
3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.
 - 3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.
4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-1, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

6. Address for invoices to Shipper:

7. This Agreement supersedes and cancels the following
Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement. This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company, LLC for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Shipper: _____

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided however, that no deliveries under this Service Agreement shall be scheduled at a Primary Delivery Point under an SFTS Service Agreement unless and until the SFTS Shipper has nominated a quantity under Rate Schedule SFTS equal to such Shipper's full MDTQ under Shipper's SFTS Service Agreement; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-1, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-1 Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-1 or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

ACCOUNTING MATTERS:

Florida Gas Transmission Company, LLC
5444 Westheimer Road
P.O. Box 4967
Houston, Texas 77210-4967
Attn: Revenue & Gas Accounting
FAX No. _____

ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, Texas 77210-4967
ATTN: FGT Marketing Administration
FAX No. _____

PAYMENTS:

Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Interruptible Transportation Service
Western Division
Rate Schedule ITS-WD

Contract No. _____

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, alternatively, omit the above and, when applicable, pursuant to Section 1(e) of Rate Schedule ITS-WD, insert the following: THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-WD which is incorporated herein by reference,] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper where deliveries are made in Transporter's Western Division as more particularly described herein, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.

2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.

3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.

3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.

4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-WD, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

Attention: _____
Telephone No. _____
Fax No. _____

6. Address for invoices to Shipper:

Attention: _____
Telephone No. _____
Fax No. _____

7. This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement.

This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Shipper: _____

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-WD, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-WD Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-WD or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to Transporter's address posted on Transporter's Internet website.

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service
Western Division
ITS-WD

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, when applicable, THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-WD which is incorporated herein by reference.] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper where deliveries are made in Transporter's Western Division as more particularly described herein, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.

2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.

3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.

3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.

4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-WD, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

6. Address for invoices to Shipper:

7. This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement.

This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Shipper: _____

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-WD, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-WD Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-WD or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

ACCOUNTING MATTERS:

Florida Gas Transmission Company, LLC
5444 Westheimer Road
P.O. Box 4967
Houston, Texas 77210-4967
Attn: Revenue & Gas Accounting
FAX No. _____

ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, Texas 77210-4967
ATTN: FGT Marketing Administration
FAX No. _____

PAYMENTS:

Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

FORM OF SERVICE AGREEMENT
Interruptible Transportation Service
Western Division
ITS-WD

THIS TRANSPORTATION SERVICE AGREEMENT by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, ("Transporter"), and _____ ("Shipper") [or, when applicable, THIS TRANSPORTATION SERVICE AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(e) of Rate Schedule ITS-WD which is incorporated herein by reference.] covering the transportation of natural gas on an interruptible basis by Transporter for Shipper where deliveries are made in Transporter's Western Division as more particularly described herein, is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart _____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations. This transportation is provided on behalf of _____.

2. Quantity - Maximum Daily Transportation Quantity (MDTQ) is _____ MMBtu per day.

3. Term: The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice to the other party. Initial delivery hereunder shall not commence until this Agreement is executed by Shipper and received by Transporter.

3.1 Termination for Non-Payment. In the event Shipper fails to pay for the service provided under this Agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this Agreement as set forth in said Section 15.

4. Rate: Unless Transporter confirms in writing a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS-WD, or any effective superseding rate schedule on file with the Commission, which shall be set forth in Transporter's FERC Gas Tariff, which is incorporated herein by reference, as it may be revised from time to time.

5. Address for notices to Shipper:

6. Address for invoices to Shipper:

7. This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:

8. Other Provisions:

9. Additional Terms and Conditions: The Additional Terms and Conditions listed below are incorporated herein by reference and are made a part of this Agreement.

This Transportation Service Agreement when executed by Shipper constitutes a contract with Florida Gas Transmission Company for the transportation of natural gas, subject to the terms and conditions stated below.

FLORIDA GAS TRANSMISSION COMPANY, LLC

Shipper: _____

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

SECTION 1: Transportation Quantity

1.1 Transporter agrees to receive and make available for delivery thermally equivalent volumes of natural gas on an interruptible basis, up to the Maximum Daily Transportation Quantity (MDTQ) set forth in this Agreement. The MDTQ shall be the largest quantity of gas, expressed in MMBtu, that Shipper may tender in the aggregate for transportation under this Agreement, exclusive of Transporter's fuel, and have made available for delivery at the applicable point(s) of delivery on any one day.

1.2 Transporter agrees that it may transport natural gas for Shipper in excess of the MDTQ provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2: Receipt and Delivery

2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt on Transporter's system at pressures sufficient to effect delivery into Transporter's facilities, as such pressure may vary from time to time, not to exceed the maximum allowable operating pressure; provided further, Transporter shall have no obligation to provide compression and/or alter its system operations to enable Shipper to effectuate said deliveries.

2.2 Transporter agrees to transport and make available for delivery gas to Shipper, or for Shipper's account, at the Point(s) of Delivery on Transporter's system up to the amount scheduled by Transporter; provided further, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.

2.3 All imbalances shall be resolved in accordance with the balancing provisions in Section 14 of the General Terms and Conditions in Transporter's FERC Gas Tariff.

SECTION 3: Termination

3.1 Notwithstanding the "Term" set forth in paragraph 3 of this Agreement, this Agreement shall terminate upon written notice by Transporter to Shipper within forty-five (45) days from the effective date of this Agreement if Transporter determines that incomplete or inaccurate information has been submitted to effectuate this transportation service which causes such service to not comply with the Commission regulations.

3.2 Termination of this Agreement shall not relieve Transporter or Shipper of the obligation to make payments of amounts due hereunder to Transporter or Shipper, as applicable, arising from the provisions of Transporter's FERC Gas Tariff.

SECTION 4: General

4.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS-WD, as well as the General Terms and Conditions of Transporter's FERC Gas Tariff, as the same may be revised from time to time.

4.2 Transporter's ITS-WD Rate Schedule and the General Terms and Conditions set forth in Transporter's FERC Gas Tariff, as the same may be revised from time to time, are hereby incorporated by reference and made a part hereof.

4.3 Transporter shall have the unilateral right to file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) to change any rates, charges or other provisions including the Form of Service Agreement and the existing Service Agreement set forth in Rate Schedule ITS-WD or the General Terms and Conditions of its FERC Gas Tariff from time to time and to place such changes in effect in accordance with Section 4 of the NGA. This Agreement shall be deemed to include such changes and any changes which become effective by operation of law or FERC Order, without prejudice to Shipper's right to protest the same.

SECTION 5: Notices and Payments

5.1 Any notice, payment, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth in this Agreement and to Transporter when sent to the following:

ACCOUNTING MATTERS:

Florida Gas Transmission Company, LLC
5444 Westheimer Road
P.O. Box 4967
Houston, Texas 77210-4967
Attn: Revenue & Gas Accounting
FAX No. _____

ALL ADMINISTRATIVE NOTICES:

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, Texas 77210-4967
ATTN: FGT Marketing Administration
FAX No. _____

PAYMENTS:

Florida Gas Transmission Company, LLC
NationsBank ABA No. 111000012
Account No. 3750354511
Dallas, Texas

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Park'N Ride Service
Rate Schedule PNR

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and _____, (hereinafter referred to as "Shipper"), second party,

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1.A.3 of Rate Schedule PNR, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of Rate Schedule PNR which is incorporated herein by reference,]

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I
PARK 'N RIDE SERVICES

1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.

1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's

system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.

1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.

1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

ARTICLE III TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ and shall remain in force and effect through _____, _____ and shall continue thereafter until terminated by Transporter or Shipper upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, that in the event Shipper fails to pay for the service provided under this agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this agreement as set forth in Section 15. Termination of this agreement shall not relieve Shipper or Transporter of the obligation to make payments due hereunder. In the event parked quantities remain in Transporter's system at the

expiration of this agreement, Transporter shall return the parked quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR. In the event borrowed quantities are not returned to Transporter's system at the expiration of this agreement, Shipper shall return the borrowed quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR.

ARTICLE IV
RATE SCHEDULE AND PRICE

4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.

4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

ARTICLE V
MISCELLANEOUS

5.1 This agreement supersedes and replaces as of the effective date hereof the following contract(s) between the parties hereto:

5.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

5.3 This agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without reference to any conflict of laws doctrine which would apply the laws of another jurisdiction.

5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5.5 Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to Transporter at Transporter's address posted on Transporter's Internet website or to Shipper at the following address:

Shipper: _____

Attention: _____
Telephone No. _____

Fax No. _____

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FLORIDA GAS TRANSMISSION COMPANY, LLC

Purchase Order

Purchase Order (P.O.) Number: _____

Related PNR Form of Service Agreement Number: _____

Shipper's Name: _____
 Shipper's Contact: _____
 Account Manager: _____
 Date Confirmation Sent: _____
 Fax Number: _____
 Phone Number: _____
 Electronic Address: _____

This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) _____.

Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order:

Deal Date	Type (Park or Ride)	Maximum Total Quantity (dth)	Maximum Daily Quantity (dth)		
_____	_____	_____	_____		
	Daily Park Quantity (in dth)		Daily Ride Quantity (in dth)		
<u>POI/DNR #</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	<u>Date Range</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
	Total Park		Total Ride		
Points of Service <u>POI/DNR#</u>	Quantity (in dth) <u>Min</u>	<u>Max</u>	Quantity (in dth) <u>Min</u>	<u>Max</u>	<u>Date Range</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Daily PNR Charge (\$/dth): _____ Total Deal Rate (\$/dth): _____

Other Provisions:

Transporter

Shipper

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____

By: _____

Title: _____

Title: _____

FORM OF SERVICE AGREEMENT
Park'N Ride Service
Rate Schedule PNR

THIS AGREEMENT entered into this ____ day of _____, _____, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and _____, (hereinafter referred to as "Shipper"), second party,

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of Rate Schedule PNR which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper has requested Transporter to park and/or ride certain quantities of natural gas; and,

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I
PARK 'N RIDE SERVICES

1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.

1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.

1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions

of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.

1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

ARTICLE III TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ and shall remain in force and effect through _____, _____ and shall continue thereafter until terminated by Transporter or Shipper upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, that in the event Shipper fails to pay for the service provided under this agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this agreement as set forth in Section 15. Termination of this agreement shall not relieve Shipper or Transporter of the obligation to make payments due hereunder. In the event parked quantities remain in Transporter's system at the expiration of this agreement, Transporter shall return the parked quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR. In the event borrowed quantities are not returned to Transporter's system at the expiration of this agreement, Shipper shall return the borrowed quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR.

ARTICLE IV
RATE SCHEDULE AND PRICE

4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.

4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

ARTICLE V
MISCELLANEOUS

5.1 This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

5.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

5.3 The interpretation and performance of this agreement shall be in accordance with the Laws of the State of Texas, with the exception of the laws governing conflict of laws.

5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5.5 Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to the other party at the following address:

(a) If to Transporter:

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, TX 77210-4967
Attention: FGT Marketing Administration

(b) If to Shipper:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FLORIDA GAS TRANSMISSION COMPANY, LLC

Purchase Order

Purchase Order (P.O.) Number: _____

Related PNR Form of Service Agreement Number: _____

Shipper's Name: _____
 Shipper's Contact: _____ Fax Number: _____
 Account Manager: _____ Phone Number: _____
 Date Confirmation Sent: _____ Electronic Address: _____

This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) _____.

Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order:

Deal Date	Type (Park or Ride)	Maximum Total Quantity (dth)	Maximum Daily Quantity (dth)
_____	_____	_____	_____

Points of Service POI/DNR #	Daily Park Quantity (in dth)		Daily Ride Quantity (in dth)		Date Range
	Min	Max	Min	Max	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Park Total Ride

Points of Service POI/DNR#	Quantity (in dth)		Quantity (in dth)		Date Range
	Min	Max	Min	Max	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Daily PNR Charge (\$/dth): _____ Total Deal Rate (\$/dth): _____

Other Provisions:

Transporter

Shipper

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____

By: _____

Title: _____

Title _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
Park'N Ride Service
Rate Schedule PNR

Contract No. _____

THIS AGREEMENT entered into this ____ day of _____, _____, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and _____, (hereinafter referred to as "Shipper"), second party,

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1.A.3 of Rate Schedule PNR, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of Rate Schedule PNR which is incorporated herein by reference,]

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I
PARK 'N RIDE SERVICES

1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.

1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's

system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.

1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.

1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

ARTICLE III TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ and shall remain in force and effect through _____, _____ and shall continue thereafter until terminated by Transporter or Shipper upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, that in the event Shipper fails to pay for the service provided under this agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this agreement as set forth in Section 15. Termination of this agreement shall not relieve Shipper or Transporter of the obligation to make payments due hereunder. In the event parked quantities remain in Transporter's system at the

expiration of this agreement, Transporter shall return the parked quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR. In the event borrowed quantities are not returned to Transporter's system at the expiration of this agreement, Shipper shall return the borrowed quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR.

ARTICLE IV
RATE SCHEDULE AND PRICE

4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.

4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

ARTICLE V
MISCELLANEOUS

5.1 This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

5.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

5.3 This agreement shall be governed by and interpreted in accordance with the laws of the state of Texas, without reference to any conflict of laws doctrine which would apply the laws of another jurisdiction.

5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5.5 Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to Transporter at Transporter's address posted on Transporter's Internet website or to Shipper at the following address:

Shipper: _____

Attention: _____
Telephone No. _____

Fax No. _____

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FLORIDA GAS TRANSMISSION COMPANY, LLC

Purchase Order

Purchase Order (P.O.) Number: _____

Related PNR Form of Service Agreement Number: _____

Shipper's Name: _____
 Shipper's Contact: _____
 Account Manager: _____
 Date Confirmation Sent: _____
 Fax Number: _____
 Phone Number: _____
 Electronic Address: _____

This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) _____.

Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order:

Deal Date	Type (Park or Ride)	Maximum Total Quantity (dth)	Maximum Daily Quantity (dth)
_____	_____	_____	_____

Points of Service <u>POI/DNR #</u>	Daily Park Quantity (in dth)		Daily Ride Quantity (in dth)		<u>Date Range</u>
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Park Total Ride

Points of Service <u>POI/DNR#</u>	Quantity (in dth)		Quantity (in dth)		<u>Date Range</u>
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Daily PNR Charge (\$/dth): _____ Total Deal Rate (\$/dth): _____

Other Provisions:

Transporter

Shipper

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____

By: _____

Title: _____

Title: _____

FORM OF SERVICE AGREEMENT
Park'N Ride Service
Rate Schedule PNR

THIS AGREEMENT entered into this ____ day of _____, _____, by and between FLORIDA GAS TRANSMISSION COMPANY, LLC, a Delaware limited liability company, (hereinafter referred to as "Transporter"), first party, and _____, (hereinafter referred to as "Shipper"), second party,

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1.A.3 of Rate Schedule PNR which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper has requested Transporter to park and/or ride certain quantities of natural gas; and,

NOW, THEREFORE, Transporter and Shipper agree as follows:

ARTICLE I
PARK 'N RIDE SERVICES

1.1 For each of Shipper's Park or Ride transactions with Transporter, Shipper and Transporter shall execute a Purchase Order in the form attached hereto.

1.2 For Parking service, subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, Shipper agrees to deliver or cause gas to be delivered to Transporter and Transporter agrees (a) to receive a quantity of gas ("Parked Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), on behalf of Shipper at the agreed upon Point(s) of Service and at the agreed upon times on Transporter's system; and (b) to hold the Parked Quantity on Transporter's system and (c) to deliver, upon nomination by Shipper, the Parked Quantity to Shipper at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter and/or third parties to receive or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system.

1.3 For Riding service subject to the terms and provisions of this agreement (including the Purchase Order attached hereto) and of Transporter's Rate Schedule PNR and the General Terms and Conditions

of Transporter's FERC Gas Tariff, as amended from time to time, Transporter agrees to deliver or cause gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of gas ("Borrowed Quantity"), up to the Maximum Daily Quantity, not to exceed the Maximum Total Quantity as specified in the executed Purchase Order(s), at the available and agreed upon Point(s) of Service and at the agreed upon time on the Transporter's system; and (b) to return the Borrowed Quantity to Transporter at the agreed upon Point(s) of Service and at the agreed upon time. Shipper shall make any necessary arrangements with Transporter or third parties to receive gas from or deliver gas to Transporter at the agreed upon Point(s) of Service; provided, however, that such arrangements shall be compatible with the operating conditions of Transporter's pipeline system and shall provide for coordinated scheduling with Transporter.

1.4 Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Sections 10 and 17 of the General Terms and Conditions of Transporter's FERC Gas Tariff. Service rendered hereunder shall also be subject to curtailment or interruption under Section 10.A. of Rate Schedule PNR at any time for operational reasons as determined by Transporter, in Transporter's sole discretion not to be exercised unreasonably. In the event Transporter is unable to provide the quantities of Park 'N Ride Service requested by all Shippers under Rate Schedule PNR, then Transporter shall allocate available Park 'N Ride Service among such Shippers in accordance with Section 9 of Transporter's Rate Schedule PNR.

Article II POINT(S) OF SERVICE

Transporter shall render Park 'N Ride Service to Shipper at the Point(s) of Service agreed to by Transporter and Shipper.

ARTICLE III TERM OF AGREEMENT

This agreement shall be effective as of _____, _____ and shall remain in force and effect through _____, _____ and shall continue thereafter until terminated by Transporter or Shipper upon at least thirty (30) days' written notice to the other specifying a termination date; provided, however, that in the event Shipper fails to pay for the service provided under this agreement pursuant to the provisions set forth in Section 15 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Transporter shall have the right to terminate this agreement as set forth in Section 15. Termination of this agreement shall not relieve Shipper or Transporter of the obligation to make payments due hereunder. In the event parked quantities remain in Transporter's system at the expiration of this agreement, Transporter shall return the parked quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR. In the event borrowed quantities are not returned to Transporter's system at the expiration of this agreement, Shipper shall return the borrowed quantities in accordance with procedures set forth in Section 10.B. of Transporter's Rate Schedule PNR.

ARTICLE IV
RATE SCHEDULE AND PRICE

4.1 Shipper shall pay Transporter for service hereunder in accordance with Transporter's Rate Schedule PNR and the applicable provisions of the General Terms and Conditions of Transporter's FERC Gas Tariff as amended from time to time. Such Rate Schedule and General Terms and Conditions of Transporter's FERC Gas Tariff are by this reference made a part hereof.

4.2 Shipper shall reimburse Transporter for any and all filing fees imposed upon Transporter by the Federal Energy Regulatory Commission (or any successor governmental authority having jurisdiction) and incurred as a result of Shipper's request for service under this Rate Schedule.

ARTICLE V
MISCELLANEOUS

5.1 This agreement supersedes and cancels as of the effective date hereof the following contract(s) between the parties hereto:

5.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or different character.

5.3 The interpretation and performance of this agreement shall be in accordance with the Laws of the State of Texas, with the exception of the laws governing conflict of laws.

5.4 This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5.5 Notices to either party may be in writing or by telecopy or facsimile or electronic mail and shall be considered as duly delivered to the other party at the following address:

(a) If to Transporter:

Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, TX 77210-4967
Attention: FGT Marketing Administration

(b) If to Shipper:

Such addresses may be changed from time to time by mailing appropriate notice thereof to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective officers or representatives thereunto duly authorized.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FLORIDA GAS TRANSMISSION COMPANY, LLC

Purchase Order

Purchase Order (P.O.) Number: _____

Related PNR Form of Service Agreement Number: _____

Shipper's Name: _____
 Shipper's Contact: _____
 Account Manager: _____
 Date Confirmation Sent: _____
 Fax Number: _____
 Phone Number: _____
 Electronic Address: _____

This document shall serve as confirmation of the verbal Purchase Order reached between Shipper and Transporter. If this confirmation notice does not accurately describe your understanding of our Purchase Order, please contact us immediately. If you are in agreement with the terms specified herein, please sign the document and fax it back to the Account Manager listed above at (713) _____.

Transporter and Shipper agree, pursuant to the referenced service agreement, to supplement such agreement with the following terms included in this Purchase Order:

Deal Date	Type (Park or Ride)	Maximum Total Quantity (dth)	Maximum Daily Quantity (dth)
_____	_____	_____	_____

Points of Service POI/DNR #	Daily Park Quantity (in dth)		Daily Ride Quantity (in dth)		Date Range
	Min	Max	Min	Max	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Park Total Ride

Points of Service POI/DNR#	Quantity (in dth)		Quantity (in dth)		Date Range
	Min	Max	Min	Max	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Daily PNR Charge (\$/dth): _____ Total Deal Rate (\$/dth): _____

Other Provisions:

Transporter

Shipper

FLORIDA GAS TRANSMISSION COMPANY, LLC

By: _____

By: _____

Title: _____

Title _____

[The header on this page may contain information related to the identification of the Service Agreement necessary for administrative purposes.]

[FORM OF]SERVICE AGREEMENT
In-Line Pooling Transportation Service
Rate Schedule IPS

Contract No. _____

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware ("Transporter"), and _____, ("Shipper"),

[or, alternatively, omit the above paragraph and, when applicable, pursuant to Section 1(c) of Rate Schedule IPS, insert the following paragraph:

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(c) of Rate Schedule IPS which is incorporated herein by reference,]

WITNESSETH

[Insert applicable WHEREAS clauses for background and informational purposes -- not to include binding consideration]

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule IPS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and service of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt and have made available for delivery at all Points of Delivery as specified in Section 5.2 hereof on any one day.

2.2 During the term of this Agreement, Shipper may tender natural gas for transportation to Transporter, on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point, and to transport and make available for delivery to Shipper at each Delivery Point, up to the amount scheduled by Transporter; provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Rights to Amend Rates and Terms and Conditions of Service

3.1 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in: (a) the rates and charges including fuel applicable to its Rate Schedule IPS, (b) Rate Schedule IPS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered, or (c) any provisions of the General Terms and Conditions of Transporters Tariff applicable to Rate Schedule IPS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE IV Term of Agreement and Commencement of Service

4.1 This Agreement shall become effective _____ and shall continue in effect and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice.

4.2 Service hereunder shall commence as set forth in Section 2 of Rate Schedule IPS.

ARTICLE V
Point(s) of Receipt and Delivery
and Maximum Daily Quantities

5.1 The point(s) of receipt for all gas delivered by Shipper into Transporter's pipeline system under this Service Agreement may be at any point(s) of receipt on Transporter's pipeline system.

5.2 The point(s) of delivery for all gas made available for delivery to Shipper by Transporter under this Service Agreement shall be Transporter's Compressor Station Nos. 7, 8, or 11.

ARTICLE VI
Notices

All notices, payments and communications with respect to this Service Agreement shall be in writing and sent to Transporter's address posted on Transporter's Internet website or to Shipper's address stated below or at any other such address as may hereafter be designated in writing:

Shipper

Attention: _____
Telephone No. _____
Fax No. _____

ARTICLE VII
Construction of Facilities

To the extent that construction of new or requested facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VIII
Regulatory Authorizations and Approvals

[Include the language below in Article VIII of this Agreement only in the event of agreement or settlement related to an expansion of Transporter's system. Otherwise Article VIII shall read in its entirety as follows: "Article VIII – Not Applicable".]

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff.

ARTICLE IX
Pressure

9.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

9.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE X
Other Provisions

ARTICLE XI
Miscellaneous

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

11.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

11.3 This Agreement contains Exhibit A which is incorporated fully herein.

11.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO ANY CONFLICT OF LAWS DOCTRINE WHICH WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

11.5 The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
RATE SCHEDULE IPS SERVICE AGREEMENT
BETWEEN
FLORIDA GAS TRANSMISSION COMPANY, LLC
AND

DATED
_____, ____
Contract No. _____
Amendment No. _____
Effective Date of this Exhibit A: _____

Maximum Daily Transportation Quantity: _____ MMBtu

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service
IPS

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware ("Transporter"), and _____, ("Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(c) of Rate Schedule IPS which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining In-Line Pooling Transportation Service ("IPS") from Transporter and Transporter is able to provide In-Line Pooling Transportation Service to Shipper; and

WHEREAS, Shipper has provided Transporter with a request for In-Line Pooling Transportation Service under Rate Schedule IPS; and

WHEREAS, in accordance with such request, Transporter will provide Shipper with the service in accordance with this Service Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule IPS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and service of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt and have made available for delivery at all Points of Delivery as specified in Section 5.2 hereof on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter, on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point, and to transport and make available for delivery to Shipper at each Delivery Point, up to the amount scheduled by Transporter; provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Rights to Amend Rates and Terms and Conditions of Service

3.1 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in: (a) the rates and charges including fuel applicable to its Rate Schedule IPS, (b) Rate Schedule IPS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered, or (c) any provisions of the General Terms and Conditions of Transporters Tariff applicable to Rate Schedule IPS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE IV Term of Agreement and Commencement of Service

4.1 The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice.

4.2 Service hereunder shall commence as set forth in Section 2 of Rate Schedule IPS.

ARTICLE V Point(s) of Receipt and Delivery and Maximum Daily Quantities

5.1 The point(s) of receipt for all gas delivered by Shipper into Transporter's pipeline system under this Service Agreement may be at any point(s) of receipt on Transporter's pipeline system.

5.2 The point(s) of delivery for all gas made available for delivery to Shipper by Transporter under this Service Agreement shall be Transporter's Compressor Station Nos. 7, 8, or 11.

ARTICLE VI
Notices

All notices, payments and communications with respect to this Service Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration

Shipper _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
JP Morgan Chase, New York
ABA: 021000021
Acct: 304153435

ARTICLE VII
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VIII
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under the Service Agreement.

ARTICLE IX
Pressure

9.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

9.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE X
Other Provisions

ARTICLE XI
Miscellaneous

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

11.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

11.3 This Agreement contains Exhibit A which is incorporated fully herein.

11.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.5 The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
IN-LINE POOLING GAS TRANSPORTATION AGREEMENT
BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED

_____, ____

Maximum Daily Transportation Quantity: _____MMBtu

Date of this Exhibit A: _____

FORM OF SERVICE AGREEMENT
In-Line Pooling Transportation Service
IPS

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware ("Transporter"), and _____, ("Shipper"),

[or, when applicable, THIS AGREEMENT entered into this ____ day of _____, _____, by and between Florida Gas Transmission Company, LLC, a limited liability company of the State of Delaware (herein called "Transporter") and _____, as agent, for _____ ("Principals"), hereinafter individually and collectively referred to as "Shipper," which Principals meet the requirements set forth in Section 1(c) of Rate Schedule IPS which is incorporated herein by reference.]

WITNESSETH

WHEREAS, Shipper is interested in obtaining In-Line Pooling Transportation Service ("IPS") from Transporter and Transporter is able to provide In-Line Pooling Transportation Service to Shipper; and

WHEREAS, Shipper has provided Transporter with a request for In-Line Pooling Transportation Service under Rate Schedule IPS; and

WHEREAS, in accordance with such request, Transporter will provide Shipper with the service in accordance with this Service Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the sufficiency of which is hereby acknowledged, Transporter and Shipper do covenant and agree as follows:

ARTICLE I
Definitions

In addition to the definitions incorporated herein through Transporter's Rate Schedule IPS, the following terms when used herein shall have the meanings set forth below:

1.1 The term "Rate Schedule IPS" shall mean Transporter's Rate Schedule IPS as filed with the FERC as changed and adjusted from time to time by Transporter in accordance with Article 3 hereof or in compliance with any final FERC order affecting such rate schedule.

1.2 The term "FERC" shall mean the Federal Energy Regulatory Commission or any successor regulatory agency or body, including the Congress, which has the authority to regulate the rates and service of Transporter.

ARTICLE II Quantity

2.1 The Maximum Daily Transportation Quantity ("MDTQ") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of gas Shipper may tender for transportation in the aggregate to all Points of Receipt and have made available for delivery at all Points of Delivery as specified in Section 5.2 hereof on any one day.

2.2 Shipper may tender natural gas for transportation to Transporter, on any day, up to the MDTQ plus Transporter's fuel, if applicable. Transporter agrees to receive the aggregate of the quantities of natural gas that Shipper tenders for transportation at the Receipt Points, up to the maximum daily quantity specified for each receipt point, and to transport and make available for delivery to Shipper at each Delivery Point, up to the amount scheduled by Transporter; provided however, that Transporter shall not be required to accept for transportation and make available for delivery more than the MDTQ on any day.

ARTICLE III Rights to Amend Rates and Terms and Conditions of Service

3.1 Transporter shall have the unilateral right to file with the appropriate regulatory authority and seek to make changes in: (a) the rates and charges including fuel applicable to its Rate Schedule IPS, (b) Rate Schedule IPS, including the Form of Service Agreement and the existing Service Agreement pursuant to which this service is rendered, or (c) any provisions of the General Terms and Conditions of Transporters Tariff applicable to Rate Schedule IPS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

ARTICLE IV Term of Agreement and Commencement of Service

4.1 The primary term of this Agreement shall commence on _____ and shall continue in effect through _____ and month to month thereafter unless terminated by either party upon thirty (30) days prior written notice.

4.2 Service hereunder shall commence as set forth in Section 2 of Rate Schedule IPS.

ARTICLE V Point(s) of Receipt and Delivery and Maximum Daily Quantities

5.1 The point(s) of receipt for all gas delivered by Shipper into Transporter's pipeline system under this Service Agreement may be at any point(s) of receipt on Transporter's pipeline system.

5.2 The point(s) of delivery for all gas made available for delivery to Shipper by Transporter under this Service Agreement shall be Transporter's Compressor Station Nos. 7, 8, or 11.

ARTICLE VI
Notices

All notices, payments and communications with respect to this Service Agreement shall be in writing and sent to the addresses stated below or at any other such address as may hereafter be designated in writing:

ADMINISTRATIVE MATTERS

Transporter Florida Gas Transmission Company, LLC
P.O. Box 4967
Houston, Texas 77210-4967
Attention: FGT Marketing Administration

Shipper _____

PAYMENT BY WIRE TRANSFER

Transporter: Florida Gas Transmission Company, LLC
JP Morgan Chase, New York
ABA: 021000021
Acct: 304153435

ARTICLE VII
Facilities

To the extent that construction of facilities is necessary to provide service under this Service Agreement, such construction, including payment for the facilities shall occur in accordance with Section 21 of the General Terms and Conditions of Transporter's Tariff.

ARTICLE VIII
Regulatory Authorizations and Approvals

Transporter's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide the In-Line Pooling Transportation Service to Shipper in accordance with the terms of Rate Schedule IPS, this Service Agreement and the General Terms and Conditions of Transporter's Tariff. Shipper agrees to reimburse Transporter for all reporting and/or filing fees incurred by Transporter in providing service under the Service Agreement.

ARTICLE IX
Pressure

9.1 The quantities of gas delivered or caused to be delivered by Shipper to Transporter hereunder shall be delivered into Transporter's pipeline system at a pressure sufficient to enter Transporter's system, but in no event shall such gas be delivered at a pressure exceeding the maximum authorized operating pressure or such other pressure as Transporter permits at the Point(s) of Receipt.

9.2 Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate deliveries at the Point(s) of Delivery hereunder.

ARTICLE X
Other Provisions

ARTICLE XI
Miscellaneous

11.1 This Agreement shall bind and benefit the successors and assigns of the respective parties hereto; provided however, neither party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the written consent of the other party.

11.2 No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future defaults of a like or different character.

11.3 This Agreement contains Exhibit A which is incorporated fully herein.

11.4 THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

11.5 The provisions of the General Terms and Conditions of Transporter's Tariff, as they may be amended from time to time shall apply to and be incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers effective as of the date first written above.

TRANSPORTER

SHIPPER

FLORIDA GAS TRANSMISSION COMPANY, LLC

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
TO
IN-LINE POOLING GAS TRANSPORTATION AGREEMENT
BETWEEN

FLORIDA GAS TRANSMISSION COMPANY, LLC

AND

DATED

_____, ____

Maximum Daily Transportation Quantity: _____MMBtu

Date of this Exhibit A: _____

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2013
 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lake Apopka Nat. Gas	1	1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Lake Apopka Nat. Gas Total		1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Madison, City of	1	106	106	106	165	261	284	290	308	303	165	76	106
Madison, City of Total		106	106	106	165	261	284	290	308	303	165	76	106
Mosaic Fertilizer, LLC	1	8	8	8	8	8	8	8	8	8	8	8	8
Mosaic Fertilizer, LLC Total		8	8	8	8	8	8	8	8	8	8	8	8
Okaloosa Co. Gas Dist.	1	1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Okaloosa Co. Gas Dist. Total		1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Peoples Gas System	1	98371	95213	97871	96727	115972	126649	145087	145636	143718	143070	110888	106774
Peoples Gas System	2	21278	20961	17897	19268	29402	28841	30977	31315	23912	31046	26834	21034
Peoples Gas System Total		119649	116174	115768	115995	145374	155490	176064	176951	167630	174116	137722	127808
Reedy Creek Imp. Dist.	1	1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Reedy Creek Imp. Dist. Total		1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Southeast Alabama Gas District	1	0	0	0	2589	3895	6385	7767	8746	7623	0	0	0
Southeast Alabama Gas District Total		0	0	0	2589	3895	6385	7767	8746	7623	0	0	0
St. Joe Natural Gas	1	233	255	249	302	512	609	553	592	608	326	273	231
St. Joe Natural Gas Total		233	255	249	302	512	609	553	592	608	326	273	231
State of Florida	1	140	138	134	149	330	355	365	389	411	186	149	121
State of Florida Total		140	138	134	149	330	355	365	389	411	186	149	121
Tallahassee, City of	1	309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Tallahassee, City of Total		309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Priority 1 Total		152825	150849	157514	168951	205473	221128	242144	247526	246613	216234	175158	164924
Priority 2 Total (<=50000)		28229	28308	26281	28528	44400	48495	50000	50000	41149	50000	39609	29482
Grand Total		181054	179157	183795	197479	249873	269623	292144	297526	287762	266234	214767	194406

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2013
 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lake Apopka Nat. Gas	1	1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Lake Apopka Nat. Gas Total		1503	1531	1512	2662	3351	3440	3325	3330	3702	2762	1662	1557
Madison, City of	1	106	106	106	165	261	284	290	308	303	165	76	106
Madison, City of Total		106	106	106	165	261	284	290	308	303	165	76	106
Mosaic Fertilizer, LLC	1	8	8	8	8	8	8	8	8	8	8	8	8
Mosaic Fertilizer, LLC Total		8	8	8	8	8	8	8	8	8	8	8	8
Okaloosa Co. Gas Dist.	1	1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Okaloosa Co. Gas Dist. Total		1523	1523	1523	3528	5604	6543	5940	6743	7745	4996	1523	1523
Peoples Gas System	1	98371	95213	97871	96727	115972	126649	145087	145636	143718	143070	110888	106774
Peoples Gas System	2	21278	20961	17897	19268	29402	28841	30977	31315	23912	31046	26834	21034
Peoples Gas System Total		119649	116174	115768	115995	145374	155490	176064	176951	167630	174116	137722	127808
Reedy Creek Imp. Dist.	1	1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Reedy Creek Imp. Dist. Total		1551	1528	1738	1526	1614	1704	1778	1715	1677	1746	1616	1563
Southeast Alabama Gas District	1	0	0	0	2589	3895	6385	7767	8746	7623	0	0	0
Southeast Alabama Gas District Total		0	0	0	2589	3895	6385	7767	8746	7623	0	0	0
St. Joe Natural Gas	1	233	255	249	302	512	609	553	592	608	326	273	231
St. Joe Natural Gas Total		233	255	249	302	512	609	553	592	608	326	273	231
State of Florida	1	140	138	134	149	330	355	365	389	411	186	149	121
State of Florida Total		140	138	134	149	330	355	365	389	411	186	149	121
Tallahassee, City of	1	309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Tallahassee, City of Total		309	455	659	1351	3674	4553	4375	5048	4957	2118	1393	858
Priority 1 Total		152825	150849	157514	168951	205473	221128	242144	247526	246613	216234	175158	164924
Priority 2 Total (≤50000)		28229	28308	26281	28528	44400	48495	50000	50000	41149	50000	39609	29482
Grand Total		181054	179157	183795	197479	249873	269623	292144	297526	287762	266234	214767	194406

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2010
 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Chattahoochee, City of	1	137	103	90	142	314	561	732	711	394	99	33	29
Chattahoochee, City of Total		137	103	90	142	314	561	732	711	394	99	33	29
Chesapeake Util. Corp.	1	2739	2777	3019	3019	3412	3877	6131	5216	5403	4287	3359	3824
Chesapeake Util. Corp.	2	2085	1998	2107	2694	2497	3038	3468	3446	3089	3468	3179	3029
Chesapeake Util. Corp. Total		4824	4775	5126	5713	5909	6915	9599	8662	8492	7755	6538	6853
Clarke-Mobile Counties Gas Dist	1	940	875	1165	1001	1475	1741	2872	2889	2160	1286	889	820
Clarke-Mobile Counties Gas Dist. Total		940	875	1165	1001	1475	1741	2872	2889	2160	1286	889	820
Cutrale Citrus Juices USA, Inc.	2	609	1109	1228	537	908	4415	4415	4415	4415	4415	2315	2315
Cutrale Citrus Juices USA, Inc. Total		609	1109	1228	537	908	4415	4415	4415	4415	4415	2315	2315
Floralia Natural Gas Board	1	25	25	20	38	86	111	142	132	73	30	27	25
Floralia Natural Gas Board	2	0	5	7	33	47	7	1	0	0	0	0	0
Floralia Natural Gas Board Total		25	30	27	71	133	118	143	132	73	30	27	25
Florida City Gas Company	1	18883	17887	18322	19086	20598	21102	28530	28286	29035	22801	22937	19814
Florida City Gas Company	2	938	975	996	876	835	837	846	942	992	887	894	923
Florida City Gas Company Total		19821	18862	19318	19962	21433	21939	29376	29228	30027	23688	23831	20737
Florida Gas Utility	1	9642	9355	9379	10516	12903	16034	22368	21674	17084	11963	10100	9681
Florida Gas Utility	2	286	226	283	395	2365	4581	4923	3209	1166	3951	4673	2194
Florida Gas Utility Total		9928	9581	9662	10911	15268	20615	27291	24883	18250	15914	14773	11875
Florida Natural Growers	2	1200	1200	1200	1200	4006	4006	4006	4006	4006	4006	4000	1200
Florida Natural Growers Total		1200	1200	1200	1200	4006	4006	4006	4006	4006	4006	4000	1200
Florida Public Utilities Co.	1	9598	9533	9746	10808	14091	15961	21721	21189	18651	14383	11133	9874
Florida Public Utilities Co.	2	137	118	131	113	136	1547	2105	1246	772	1746	1503	359
Florida Public Utilities Co. Total		9735	9651	9877	10921	14227	17508	23826	22435	19423	16129	12636	10233
Gainesville, City of	1	3505	3597	3869	4085	5627	8446	13842	12529	8239	4389	3888	4373
Gainesville, City of Total		3505	3597	3869	4085	5627	8446	13842	12529	8239	4389	3888	4373
Geneva Co. Gas District	1	56	73	81	82	132	307	396	450	338	168	69	94
Geneva Co. Gas District	2	16	19	10	209	324	432	143	385	93	157	24	17
Geneva Co. Gas District Total		72	92	91	291	456	739	539	835	431	325	93	111

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 BASED ON THE 12 MONTH PERIOD ENDING JUNE 30, 2010
 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Lake Apopka Nat. Gas	1	1841	1840	1802	2174	2541	3519	5678	4824	3902	2351	1948	1766
Lake Apopka Nat. Gas Total		1841	1840	1802	2174	2541	3519	5678	4824	3902	2351	1948	1766
Madison, City of	1	117	115	122	155	253	381	526	511	337	174	135	114
Madison, City of Total		117	115	122	155	253	381	526	511	337	174	135	114
Mosaic Fertilizer, LLC	1	8	8	8	8	8	8	8	8	8	8	8	8
Mosaic Fertilizer, LLC Total		8	8	8	8	8	8	8	8	8	8	8	8
Okaloosa Co. Gas Dist.	1	880	880	880	3027	3928	5503	6600	7173	3454	1785	577	440
Okaloosa Co. Gas Dist. Total		880	880	880	3027	3928	5503	6600	7173	3454	1785	577	440
Peoples Gas System	1	88132	87171	89453	87660	99326	118737	165300	170370	156794	139895	103277	89934
Peoples Gas System	2	17249	17509	17330	18191	20384	19325	21382	19410	29458	26207	22376	20941
Peoples Gas System Total		105381	104680	106783	105851	119710	138062	186682	189780	186252	166102	125653	110875
Progress Energy Florida	1	2203	2187	2277	2568	2958	3550	3777	3906	3294	2759	2361	2178
Progress Energy Florida Total		2203	2187	2277	2568	2958	3550	3777	3906	3294	2759	2361	2178
Reedy Creek Imp. Dist.	1	1457	1441	1424	1537	1616	1699	1685	1754	1673	1591	1494	1486
Reedy Creek Imp. Dist. Total		1457	1441	1424	1537	1616	1699	1685	1754	1673	1591	1494	1486
Southeast Alabama Gas District	1	0	0	0	2663	4219	6677	13207	13627	11661	0	0	0
Southeast Alabama Gas District Total		0	0	0	2663	4219	6677	13207	13627	11661	0	0	0
St. Joe Natural Gas	1	186	135	111	233	456	761	1049	993	651	320	248	239
St. Joe Natural Gas Total		186	135	111	233	456	761	1049	993	651	320	248	239
State of Florida	1	227	218	222	258	422	547	660	670	497	309	234	231
State of Florida Total		227	218	222	258	422	547	660	670	497	309	234	231
Tallahassee, City of	1	842	849	849	1148	2625	5795	8830	9104	4856	1846	555	575
Tallahassee, City of Total		842	849	849	1148	2625	5795	8830	9104	4856	1846	555	575
Priority 1 Total		141418	139069	142839	150208	176990	215317	304054	306016	268504	210444	163272	145505
Priority 2 Total (≤50000)		22520	23159	23292	24248	31502	38188	41289	37059	43991	44837	38964	30978
Grand Total		163938	162228	166131	174456	208492	253505	345343	343075	312495	255281	202236	176483

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 FOR THE 12 MONTH PERIOD ENDING JUNE 30, 2007
 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Chattahoochee, City of	1	258	266	240	277	445	498	579	593	359	318	207	238
Chattahoochee, City of Total		258	266	240	277	445	498	579	593	359	318	207	238
Chesapeake Util. Corp.	1	3034	2914	2992	3165	3995	4416	4626	5518	4846	4556	3823	3431
Chesapeake Util. Corp.	2	2943	2960	2840	3761	3200	3834	4705	4668	4626	4662	4424	4049
Chesapeake Util. Corp. Total		5977	5874	5832	6926	7195	8250	9331	10186	9472	9218	8247	7480
Clarke-Mobile Counties Gas Dist	1	914	880	983	944	1600	1951	1994	2682	1776	1660	1106	942
Clarke-Mobile Counties Gas Dist. Total		914	880	983	944	1600	1951	1994	2682	1776	1660	1106	942
Crescent City, City of	1	66	66	70	84	131	131	172	200	124	96	79	79
Crescent City, City of Total		66	66	70	84	131	131	172	200	124	96	79	79
Cutrale Citrus Juices USA, Inc.	2	0	0	0	0	924	5167	6596	5277	4395	5914	4871	0
Cutrale Citrus Juices USA, Inc. Total		0	0	0	0	924	5167	6596	5277	4395	5914	4871	0
DeFuniak Springs, City of	1	41	42	44	60	93	97	95	102	73	57	49	44
DeFuniak Springs, City of Total		41	42	44	60	93	97	95	102	73	57	49	44
Floralia Natural Gas Board	1	25	24	25	67	87	101	110	117	53	46	27	24
Floralia Natural Gas Board	2	0	0	2	51	62	19	0	0	0	0	0	0
Floralia Natural Gas Board Total		25	24	27	118	149	120	110	117	53	46	27	24
Florida City Gas Company	1	17417	20186	19480	19505	20852	26653	23133	26701	25782	23064	21441	18801
Florida City Gas Company	2	966	789	1010	999	1026	847	1659	1082	868	937	743	987
Florida City Gas Company Total		18383	20975	20490	20504	21878	27500	24792	27783	26650	24001	22184	19788
Florida Gas Utility	1	9450	9409	9787	11249	14637	14362	16903	18475	14299	12938	10720	9726
Florida Gas Utility	2	395	304	239	261	216	215	252	219	176	206	205	276
Florida Gas Utility Total		9845	9713	10026	11510	14853	14577	17155	18694	14475	13144	10925	10002
Florida Natural Growers	2	2809	1638	1583	1491	1412	2111	4069	4504	3383	5012	4163	3328
Florida Natural Growers Total		2809	1638	1583	1491	1412	2111	4069	4504	3383	5012	4163	3328
Florida Public Utilities Co.	1	9829	9705	10036	11430	14845	15022	16562	18112	15882	13967	12226	10384
Florida Public Utilities Co.	2	248	255	256	271	249	251	235	253	152	171	159	200
Florida Public Utilities Co. Total		10077	9960	10292	11701	15094	15273	16797	18365	16034	14138	12385	10584
Gainesville, City of	1	3268	3191	4392	4164	6650	6673	8322	9175	5535	4830	3791	3448
Gainesville, City of Total		3268	3191	4392	4164	6650	6673	8322	9175	5535	4830	3791	3448
Geneva Co. Gas District	1	59	84	65	91	143	200	273	408	184	156	119	76
Geneva Co. Gas District	2	11	11	14	67	275	101	177	80	110	46	60	19
Geneva Co. Gas District Total		70	95	79	158	418	301	450	488	294	202	179	95

INDEX OF REQUIREMENTS BY END-USE PRIORITY
 FOR THE 12 MONTH PERIOD ENDING JUNE 30, 2007
 (VOLUMES IN MMBtu PER DAY)

CUSTOMER	PRIORITY	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Indiantown Gas Company	1	74	75	69	68	88	80	89	96	73	90	67	67
Indiantown Gas Company	2	530	0	0	0	1215	811	1096	1114	862	1248	1111	1214
Indiantown Gas Company Total		604	75	69	68	1303	891	1185	1210	935	1338	1178	1281
Lake Apopka Nat. Gas	1	1749	1704	1770	1903	2905	2895	3255	4168	3221	2687	2179	2028
Lake Apopka Nat. Gas Total		1749	1704	1770	1903	2905	2895	3255	4168	3221	2687	2179	2028
Madison, City of	1	108	112	116	170	306	331	421	441	235	210	145	128
Madison, City of Total		108	112	116	170	306	331	421	441	235	210	145	128
Mosaic Fertilizer, LLC	1	8	8	8	8	8	8	8	8	8	8	8	8
Mosaic Fertilizer, LLC	2	544	542	467	500	334	526	350	436	311	316	485	600
Mosaic Fertilizer, LLC Total		552	550	475	508	342	534	358	444	319	324	493	608
Okaloosa Co. Gas Dist.	1	5197	5038	5205	6677	10882	13012	14685	15436	9641	8625	6128	5379
Okaloosa Co. Gas Dist. Total		5197	5038	5205	6677	10882	13012	14685	15436	9641	8625	6128	5379
Peoples Gas System	1	96500	85084	88419	87868	100835	123373	126166	144137	131188	122828	102898	97264
Peoples Gas System	2	17739	19090	15756	17780	22686	19998	24340	20676	24109	28863	20330	17885
Peoples Gas System Total		114239	104174	104175	105648	123521	143371	150506	164813	155297	151691	123228	115149
Progress Energy Florida	1	2003	1926	2027	2417	3162	2971	3274	3410	2747	2558	2244	2125
Progress Energy Florida Total		2003	1926	2027	2417	3162	2971	3274	3410	2747	2558	2244	2125
Reedy Creek Imp. Dist.	1	1460	1328	1566	1229	1618	1585	1602	1479	1741	1554	1436	1611
Reedy Creek Imp. Dist. Total		1460	1328	1566	1229	1618	1585	1602	1479	1741	1554	1436	1611
Southeast Alabama Gas District	1	0	0	0	241	235	276	321	317	356	0	0	0
Southeast Alabama Gas District	2	0	0	0	1749	5175	3463	2033	1962	2305	0	0	0
Southeast Alabama Gas District Total		0	0	0	1990	5410	3739	2354	2279	2661	0	0	0
St. Joe Natural Gas	1	1100	1083	1163	1126	1402	1626	1528	1749	805	1261	1191	1042
St. Joe Natural Gas Total		1100	1083	1163	1126	1402	1626	1528	1749	805	1261	1191	1042
State of Florida	1	211	213	207	280	456	503	607	603	410	343	257	242
State of Florida Total		211	213	207	280	456	503	607	603	410	343	257	242
Tallahassee, City of	1	630	691	623	1335	4155	4684	6185	6964	2508	1818	1101	1031
Tallahassee, City of Total		630	691	623	1335	4155	4684	6185	6964	2508	1818	1101	1031
Priority 1 Total		153401	144029	149287	154358	189530	221448	230910	260891	221846	203670	171242	158118
Priority 2 Total (≤50000)		26185	25589	22167	26930	36774	37343	45512	40271	41297	47375	36551	28558
Grand Total		179586	169618	171454	181288	226304	258791	276422	301162	263143	251045	207793	186676