TITLE PAGE

NATURAL GAS TARIFF

ORIGINAL VOLUME 2

of

Florida Public Utilities Company

(Cancels and supersedes Original Volume No. 1 of Florida Public Utilities Company and Florida Division of Chesapeake Utilities Corporation)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

Attention: Director of Regulatory Affairs

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MISCELLANEOUS AND GENERAL INFORMATION

Company Information:
Florida Public Utilities Company is principally engaged in the distribution and sale of natural gas. Its operations are entirely within the State of Florida.

The general office of the Company is located at:
Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

Business offices are located at:
450 South Highway 17-92
DeBary, Florida 32713

780 Amelia Island Parkway
Fernandina Beach, FL 32034

2825 Penn Avenue
Marianna, Florida 32448

1635 Meathe Drive
West Palm Beach, Florida 33411

331 West Central Avenue, Suite 200
Winter Haven, Florida 33880

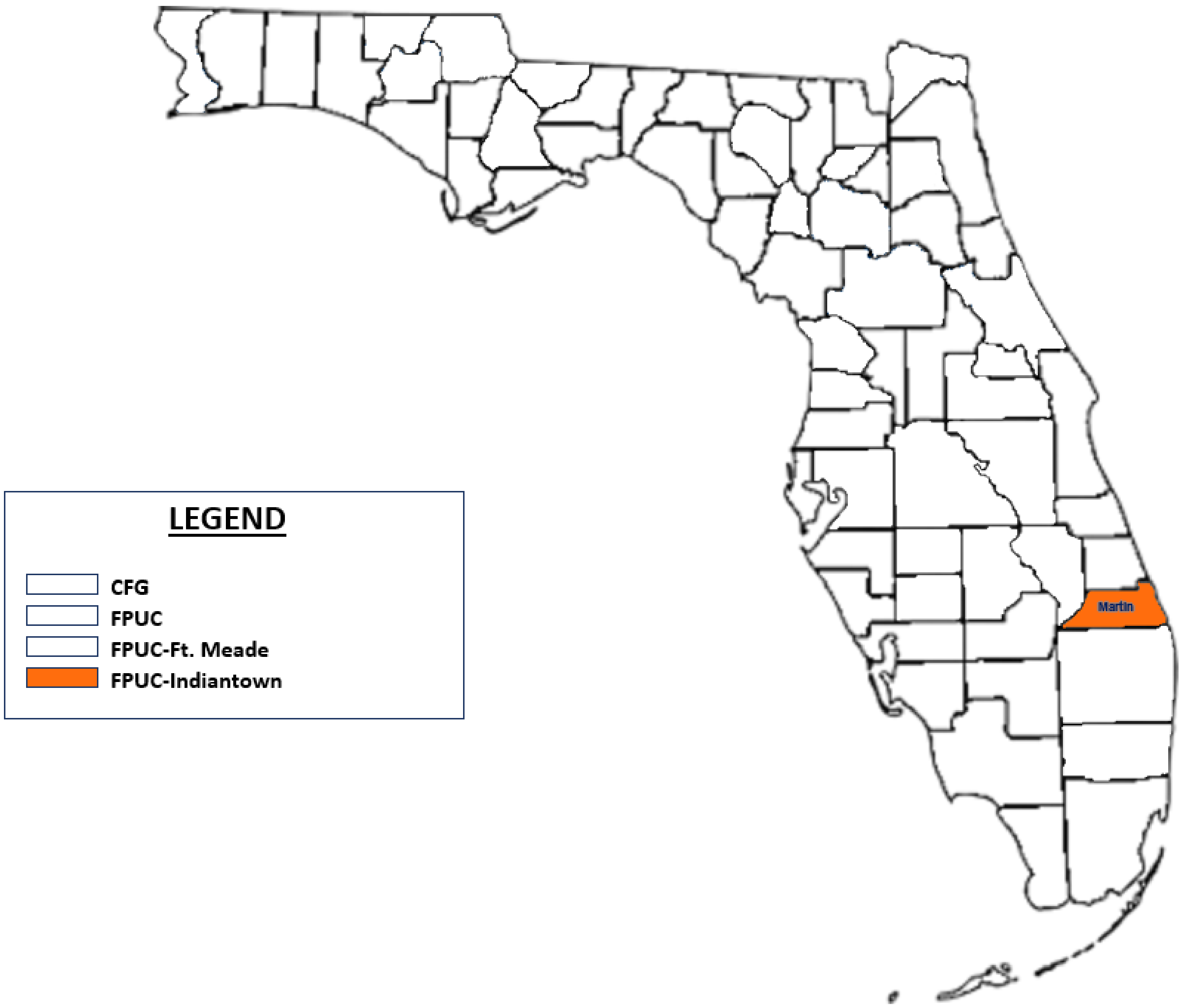
Communications covering rates should be addressed to:
Florida Public Utilities Company
208 Wildlight Avenue
Yulee, Florida 32097

Tariff Applicability:
The terms and conditions, rate schedules, forms of service, agreements, and other provisions of this Tariff shall apply to Gas Sales and Gas Transportation Service, as applicable rendered by the Company through its distribution systems as now constituted and as they may be enlarged or extended.

Statement of Agents:
No agent or employee of the Company has authority to make any promise, agreement or representation inconsistent with the provisions of this Tariff.

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED

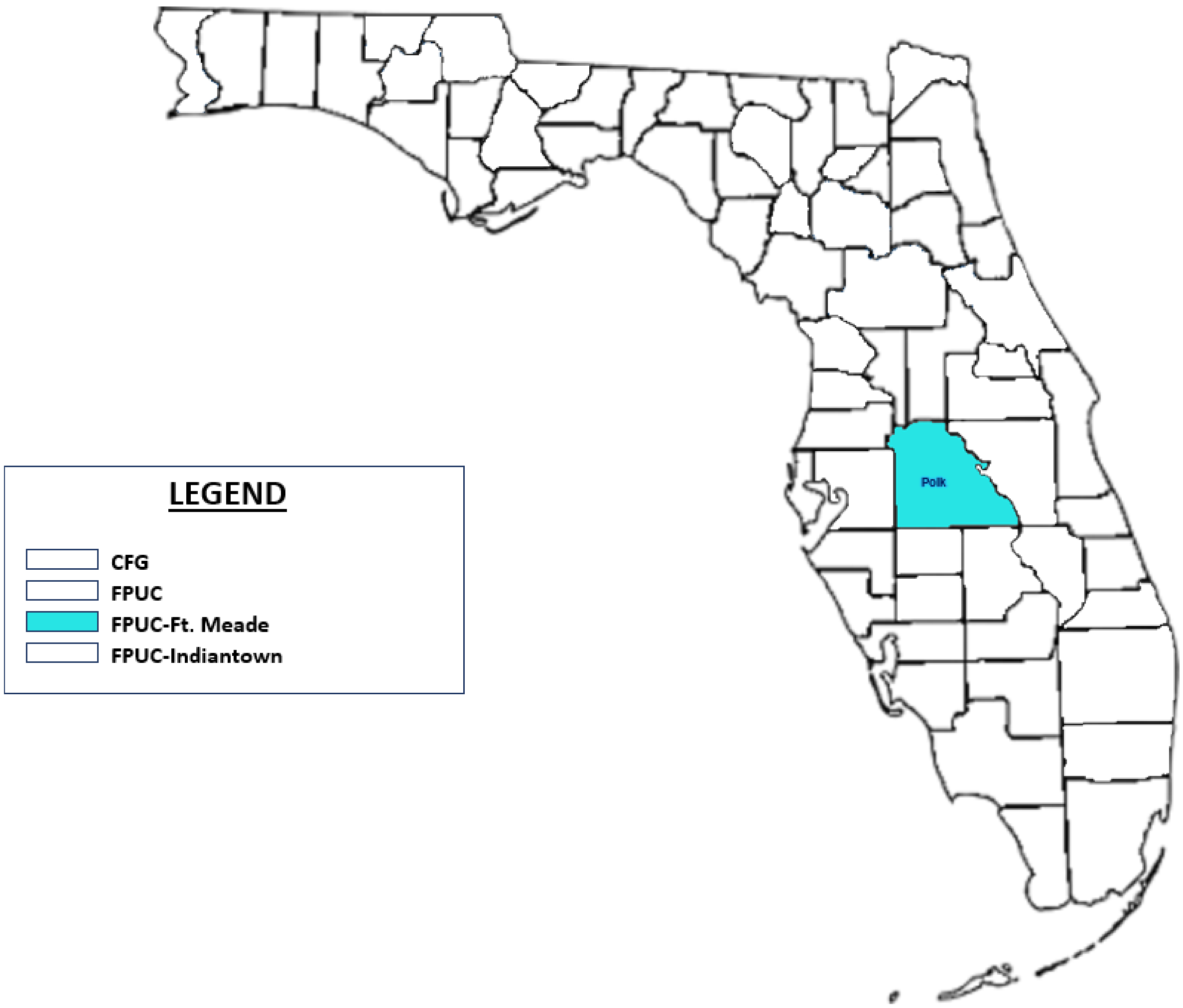
<u>FPUC - Indiantown Service Area Map*</u>



*Indiantown Service Area includes Customers located inside Indiantown city limits and those Customers acquired by the Company through the purchase of Indiantown Natural Gas.

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

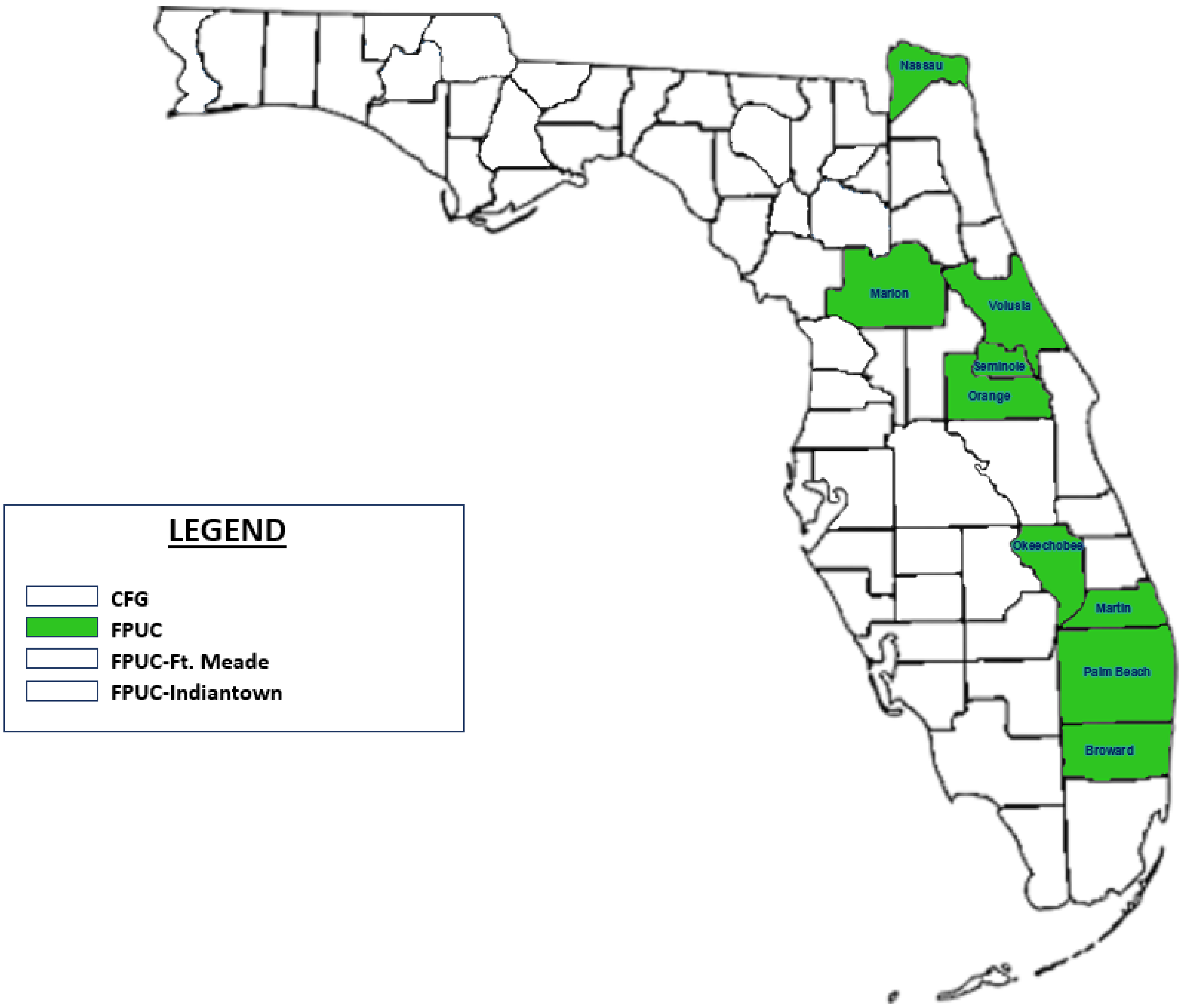
FPUC - Ft. Meade Service Area Map*



*Ft. Meade Service Area includes Customers located inside Ft. Meade city limits and those Customers acquired by the Company through the purchase of Ft. Meade municipal gas system.

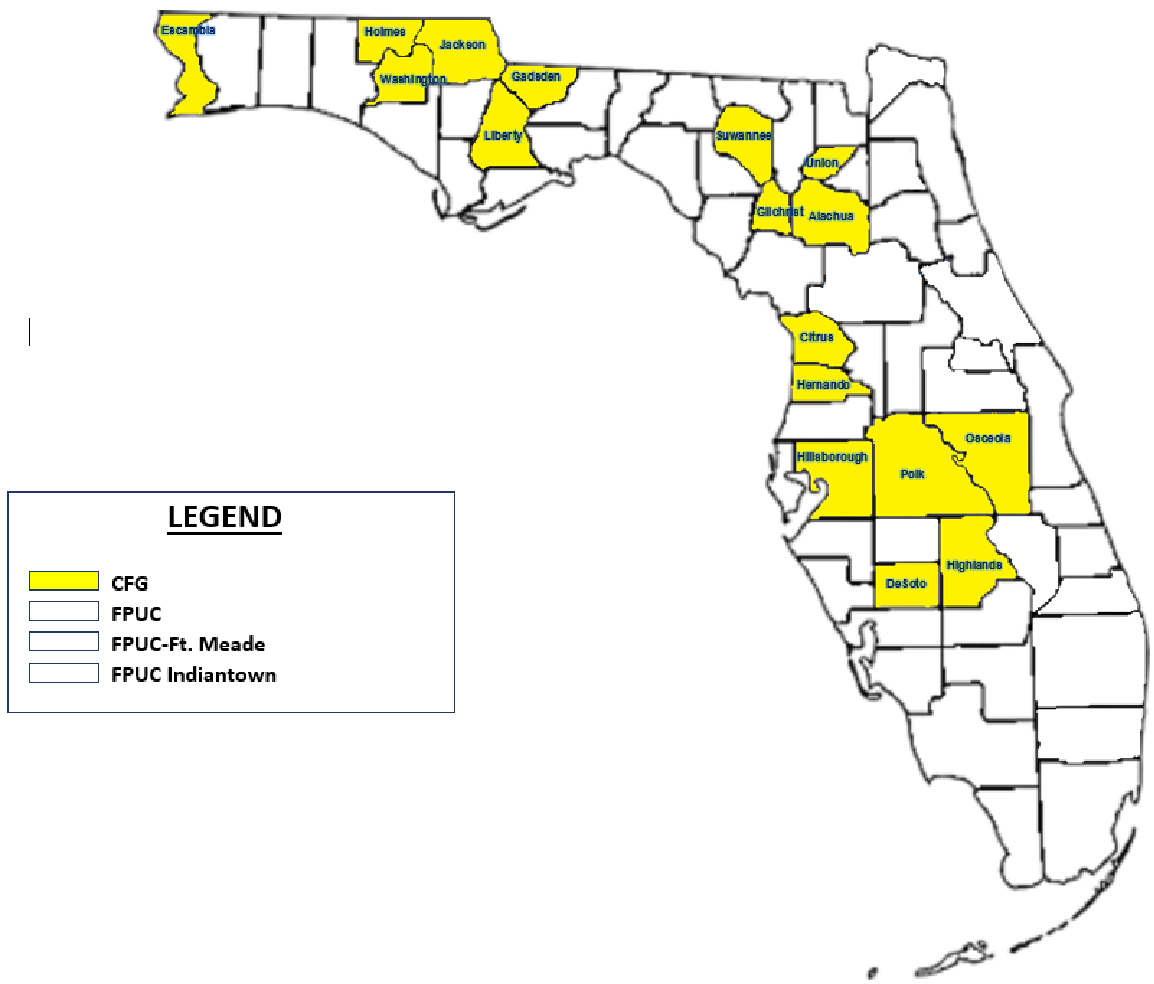
SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

FPUC - FPUC Service Area Map



SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

FPUC - CFG Service Area Map



SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

Counties and Communities Served

Indiantown Service Area:

Counties	Communities
Martin	Indiantown (city limits)

Ft. Meade Service Area:

Counties	Communities
Polk	Ft. Meade (city limits)

FPUC Service Area:

Counties	Communities
Broward	Coconut Creek Cooper City Coral Springs Davie Deerfield Beach Ft. Lauderdale Hillsboro Beach Hollywood Lauderdale Lakes Lauderhill Lighthouse Point Oakland Park Parkland Pembroke Pines Plantation Sunrise Tamarac Weston Unincorporated Broward County
Marion	Dunnellon Ocala Unincorporated Marion County
Martin	Hobe Sound

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

FPUC Service Area Continued:

Counties	Communities
Martin County Continued	Jupiter Island Palm City Sewells Point Stuart Unincorporated Martin County
Nassau	Bryceville Callahan Hilliard Fernandina Beach Yulee Unincorporated Nassau County
Okeechobee	Okeechobee Unincorporated Okeechobee County
Orange	Apopka Maitland Oakland Ocoee Orlando Winter Garden Winter Park Unincorporated Orange County
Palm Beach	Atlantis Belle Glade Boca Raton Boynton Beach Briny Breezes Cloud Lake Delray Beach Glen Ridge Golfview

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

FPUC Service Area Continued:

Counties	Communities
Palm Beach County Continued	Greenacres
	Gulf Stream
	Haverhill
	Highland Beach
	Hypoluxo
	Juno Beach
	Jupiter
	Jupiter Inlet
	Lake Clarke Shores
	Lake Park
	Lake Worth
	Lantana
	Loxahatchee Groves
	Manalapan
	Mangonia Park
	North Palm Beach
	Ocean Ridge
	Pahokee
	Palm Beach
	Palm Beach Gardens
	Palm Beach Shores
	Palm Springs
	Riviera Beach
	Royal Palm Beach
	South Bay
	South Palm Beach
	Tequesta
	Village of Golf
	Wellington
	West Palm Beach
	Westlake
	Unincorporated Palm Beach
Seminole	Altamonte Springs

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

FPUC Service Area Continued:

Counties	Communities
Seminole County Continued	Lake Mary Longwood Oviedo Sanford Winter Springs Unincorporated Seminole County
Volusia	City of Oak Hill Daytona Beach Debary Deland Deltona Edgewater Lake Helen New Smyrna Beach Orange City Ormond Beach Port Orange South Daytona Beach Town of Ponce Inlet Unincorporated Volusia County

CFG Service Area:

Counties	Communities
Alachua	Alachua Archer Gainesville High Springs Newberry Unincorporated Alachua County
Citrus	Crystal River Hernando Homosassa Inverness

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

CFG Service Area Continued:

Counties	Communities
Citrus County Continued	Lecanto Unincorporated Citrus County
DeSoto	Arcadia Unincorporated DeSoto County
Escambia	Unincorporated Escambia County
Gadsden	Quincy Unincorporated Gadsden County
Gilchrist	Trenton Unincorporated Gilchrist County
Hernando	Unincorporated Hernando County
Highlands	Unincorporated Highlands County
Hillsborough	Lithia Plant City Unincorporated Hillsborough County
Holmes	Bonifay Unincorporated Holmes County
Jackson	Marianna Unincorporated Jackson County
Liberty	Bristol Unincorporated Liberty County
Osceola	Champions Gate St. Cloud Unincorporated Osceola County

SYSTEM MAPS AND LIST OF COUNTIES AND COMMUNITIES SERVED - CONTINUED

CFG Service Area Continued:

Polk	Auburndale Bartow Davenport Dundee Eagle Lake Haines City Highland City Lake Alfred Lake Hamilton Lake Wales Lakeland Mulberry Polk City Winter Haven Unincorporated Polk County excluding those Customers in the Ft. Meade Service Area
Suwannee	Unincorporated Suwannee County
Union	Unincorporated Union County
Washington	Unincorporated Washington County

TECHNICAL TERMS AND ABBREVIATIONS

When used in Rules and Regulations or the rate schedules contained in this volume, the following terms shall have the meanings defined below.

Agent. A contractually authorized Marketer or Designee of Customer under these Rules and Regulations.

Aggregated Transportation Service. Transportation Service provided by Company to those Customers assigned to the applicable Customer Pool wherein the authorized Pool Manager causes Gas to be delivered to Company for transportation to the Customer Accounts.

Aggregated Transportation Service Agreement. An agreement between the Company and the authorized Pool Manager establishing terms and conditions for the management of a TTS or CI Customer Pool.

Alert Day. Any Gas Day where Company notifies, Customer, Pool Manager, or Shipper's Designee of restrictions on the deliveries of Gas within certain specified tolerances.

Alternate Fuel. Any source of energy other than Gas delivered through Company's distribution facilities.

Application for Service. A request for service made to the Company by a prospective Customer. Applications for residential service may be made by telephone or in writing. An application for any other class of service offered by the Company shall be submitted in writing on Company's Natural Gas Service Agreement.

Area Extension Program (AEP) Recovery Amount. The cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's Mid-Point of its Authorized Rate of Return to be updated annually per Company's FPSC Earning Surveillance Report) required to extend the distributions facilities to serve the prospective Customers.

Atmospheric Pressure. Fourteen and seventy-three hundredths (14.73) pounds to the square inch, irrespective of actual elevation or location of the point of measurement above sea level or variations in Atmospheric Pressure from time to time.

British Thermal Unit (Btu). The quantity of heat required to raise the temperature of one pound (avoirdupois) of pure water from 58.5 degrees Fahrenheit to 59.5 degrees Fahrenheit at a constant pressure of 14.73 pounds per square inch absolute.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Business Day. The weekdays Monday through Friday, exclusive of federal banking holidays, unless notified otherwise.

CFG Service Area: CFG Service Area includes Customers located within the counties on the List of Counties and Communities Served under CFG Service Area in this tariff and excluding those Customers served in the Company's Ft. Meade Service Area.

CI Cycle Read Pool. That group of certain CFG, Indiantown, Florida Public Utilities, and Ft. Meade Service Areas Non-residential Aggregated Transportation Service Customers who have, (i) executed a Letter of Authorization with a Company-approved Pool Manager to utilize Transportation Service through an aggregated Customer Pool and (ii) who have field meters that are "manually" read by the Company on a scheduled monthly cycle, once per month.

CI Daily Read Pool. That group of certain CFG, Indiantown, Florida Public Utilities, and Ft. Meade Service Areas Non-residential Aggregated Transportation Service Customers who have (i) executed a Letter of Authorization with a Company-approved Pool Manager to utilize Transportation Service through an aggregated Customer Pool, and (ii) who have RTU and/or MTU measurement that is downloaded daily by the Company.

Company. Florida Public Utilities Company, acting through its duly authorized officers or employees within the scope of their respective duties.

Company Delivery Point or Company Point of Delivery. The point at the interconnection between the facilities of Company and a Customer at which the Gas leaves the outlet side of Company's custody transfer point and enters the Customer's installation.

Company Operating Units. The Company's FPUC Indiantown Service Area, FPUC Ft. Meade Service Area, FPUC Company Service Areas, and CFG Company Service Areas inclusive of those counties and communities served and identified individually in Sheet Nos. 4.000-4.109, Maps and Communities Served in this Tariff.

Company Receipt Point. The point at the connection of the facilities of Transportation Service Provider and Company at which the Gas leaves the outlet side of Transportation Service Provider's custody transfer point and enters the Company's facilities.

Company's Regulated Sales Service Pool. The group of Ft. Meade and FPUC Service Area Customers who purchase their Gas supply directly from the Company and pays the Company's Purchased Gas Cost Recovery Factor listed in this Tariff.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Cubic Foot of Gas. For purposes of measurement herein shall be determined as follows:

When Gas is metered at the Standard Delivery Pressure, a Cubic Foot of Gas shall be

a. defined as the specific volume of gas which, and pressure existing in the Meter, occupies one (1) cubic foot.

b. When Gas is metered at other than the Standard Delivery Pressure, a Cubic Foot of Gas shall be defined as the volume of Gas which, at a Flowing Temperature of sixty degrees Fahrenheit (60°F.), and at an absolute pressure of 14.73 pounds per square inch, occupies one cubic foot.

c. Where measurement is by means of orifice Meters, volumes shall be computed in accordance with the joint Bureau of Standards, AGA A.S.M.E. specifications published April,1955 as Gas Measurement Committee Report No. 3 of the American Gas Association as amended or revised from time to time.

Customer. Any person, business, or other legal entity receiving natural gas distribution service, transportation service, or other service specific in this Tariff.

Customer Installation. Customer owned facilities, located on the outlet side of the Company's Delivery Point, constructed to receive gas service from Company.

Customer Pool. The group of Customers who are collectively served by a Company-authorized Pool Manager(s) in accordance with the applicable provisions of the Company's Aggregated Transportation Service program(s).

Curtailment. The suspension of gas service provided by Company to affected Customers, in accordance with the provisions of the Company's end use Curtailment plan, as amended from time to time, on file with the FPSC.

Daily Capacity (release) Quantity (DCQ). The quantity, in Dekatherms, of Transportation Service Provider pipeline capacity to be released to Customer's Pool Manager and Pool Manager is required to acquire for delivery by Pool Manager to the Company on a daily basis.

Daily Delivered Capacity (release) Variance (DDCV). The quantity of capacity, if any, each Pool Manager must deliver that is in addition to the quantity of firm capacity released by the Company to Pool Manager to meet Pool Manager's Customer Pool's aggregated Daily Demand Requirement i.e., the mathematical difference between each Pool Manager's specific Customer Pool's aggregated Daily Demand Requirement and Pool Manager's aggregated Daily Capacity (release) Quantity.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Daily Demand Requirement (DDR). The total demand requirement for any given day of all Customers participating in a Customer Pool. Calculated by the Company on a Monthly basis, the DDR is the average of the Customer's billed quantity divided by the number of Days in the then applicable billing period and divided by ten.

Dekatherm (Dkt). 1,000,000 Btu's or ten (10) Therms.

FAC. Florida Administrative Code.

FERC. Federal Energy Regulatory Commission.

Flowing Temperature. The arithmetical average of the temperature of the gas flowing through the Meters as recorded by a recording thermometer installed at the point of measurement. Where such installation is not provided, the Flowing Temperature of the gas shall be assumed to be sixty degrees Fahrenheit (60°) F.

FPSC. Florida Public Service Commission.

FPUC Service Area: FPUC Service Area includes Customers located within the counties on the List of Counties and Communities Served under FPUC Service Area in this tariff and excluding those Customers served in the Company's Indiantown Service Area.

Ft. Meade Service Area: Ft. Meade Service Area includes Customers located inside Ft. Meade city limits and those Customers acquired by the Company through the purchase of Ft. Meade municipal gas system.

Gas. Natural Gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Gas Day. A period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.

Gas Month. A period beginning 9:00 a.m. Central Clock Time on the first Day of a calendar Month and ending at 9:00 a.m. Central Clock Time on the first Day of the succeeding calendar Month.

Gas Service Facilities. The Service Line, Meter, regulator, and all appurtenances thereto necessary to convey Gas from the Company's Main to the Company's Delivery Point.

Indiantown Service Area: Indiantown Service Area includes Customers located inside Indiantown city limits and those Customers acquired by the Company through the purchase of Indiantown Natural Gas.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Letter of Authorization ("LOA"). An agreement executed by Customer and Customer's selected Pool Manager which i) authorizes Company to assign Customer to its selected Pool Manager's Customer Pool, ii) affirms Customer acceptance of Company's Tariff provisions, and iii) affirms Pool Manager's acceptance of Company's Tariff provisions.

Main. The pipe and appurtenances installed in an area to convey Gas to other Mains or to gas service Facilities.

Maximum Allowable Construction Cost (MACC). The maximum capital cost to be incurred by the Company for an extension of facilities. The MACC shall equal six (6) times the estimated annual revenue less the cost of gas, taxes, and franchise fees.

Maximum Allowable Operating Pressure (MAOP). The maximum pressure, in pounds per square inch gauge (p.s.i.g.), allowed by applicable code, regulation, or product specification, or the operation of any specific portion of Company's distribution system.

Maximum Daily Transportation Quantity (MDTQ). The maximum quantity of Gas that the Company is obligated to transport and make available for delivery to a Customer or Pool Manager under any applicable Transportation Service Agreement for Transportation Service on any one Day.

Meter. Any device or instrument for measuring and indicating or recording the volume of Gas passing through it.

MMBtu. 1,000,000 Btus, deemed equivalent to one Dekatherm (Dkt).

Month. The period between any two (2) regular readings of Company's Meters at approximately thirty (30) Day intervals.

Monthly Imbalance Quantity. The operational imbalance amount for a billing period for an individual Customer or group of Customers in a Customer Pool.

Nomination. A request by a Customer, Pool Manager, or Shipper's Designee to a Transportation Service Provider and Company for receipt and delivery of a physical quantity of Gas pursuant to Transportation Service Providers' and or Company's Tariff.

Operational Flow Order. Any Gas Day where Company notifies Customer, Pool Manager, or Shipper's Designee of conditions that could threaten the safe operation or system integrity of the Transportation Service Provider and / or Company or where Customer's, Pool Manager's, or Shipper's Designee's Gas deliveries are required to be within certain specified hourly or daily Gas flow quantities.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Pool Manager. An entity, authorized in accordance to the provisions of this FPSC-approved Tariff, that provides gas supply, Transportation Service Provider pipeline capacity management and other related services for those Customers receiving service under the Company's Aggregated Transportation Service program(s).

Primary Delivery Point(s). Delivery Point(s) listed in Customer's Transportation Service Agreement, or Pool Manager's Aggregated Transportation Service Agreement.

Primary Receipt Point(s). Point(s) of Receipt listed in Customer's Transportation Agreement or Pool Manager's Aggregated Transportation Service Agreement.

Receipt Point. The point at the interconnection between the facilities of the Transportation Service Provider(s) and upstream system at which the Gas enters the facilities of the Transportation Service Provider(s).

Relinquishment. The release of firm capacity right(s) pursuant to the Rules and Regulations in this Natural Gas Tariff and FERC rules.

Renewable Natural Gas (RNG). Pipeline-quality biomethane that is interchangeable with conventional natural gas.

Request for Gas Sales or Transportation Service. Company's Natural Gas Service Agreement which, when properly executed by a prospective Customer, requests Gas Service from the Company.

Retainage. A percentage of Customer's or Customer's Agent's Gas that Company is allowed to retain for unaccounted for Gas at no cost to Company.

Service Line. All piping between the Main tap up to and including the first valve or fitting of the Meter or regulator setting.

Shipper. Customer or Pool Manager who has executed a Transportation Service Agreement or an Aggregated Transportation Service Agreement, and who has acquired capacity with a Transportation Service Provider.

Shipper's Designee. A contractually authorized Marketer or Agent of an Individual Transportation Service Customer or Off-system Delivery Point Operator Service Customer under these Rules and Regulations who is appointed by Customer and approved by Company to perform the obligations of an ITS and OS-DPO Customer or Pool Manager on the Company's system such as invoicing and payment, nominations, monthly imbalance resolution or operator order responsibility.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Standard Delivery Pressure. Gas delivered at Standard Delivery Pressure may vary from three (3) inches to fifteen (15) inches of water column. No adjustment will be made for variation from the normal Atmospheric Pressure at the Customer's Meter.

Sub-metering. The practice of installing additional metering equipment beyond the Company installed utility Meter.

Therm. A unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.

Total Heating Value. The number of British Thermal Units produced by combustion in a recording calorimeter at a constant pressure of the amount of gas which would occupy a volume of one (1) cubic foot at a temperature of sixty degrees Fahrenheit (60°F.) if saturated with water vapor, and under a pressure equal to that of thirty inches (30") of mercury at thirty-two degrees Fahrenheit (32°F.) and under standard gravitational force (acceleration 980.665 centimeters per second) with air of the same temperature and pressure as the gas, when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state.

Company will determine a monthly average heating value of natural gas to be effective as of the first Day of each Month. Said monthly average heating value will be in effect on a calendar Month basis. It will reflect the average monthly heating value of the natural gas delivered to Company during the immediately preceding calendar Month.

Transportation Service. The service provided by Company where Customer-owned Gas is received by Company from a Transportation Service Provider at the Company Receipt Point(s), transported through Company's distribution system, and delivered by Company at the Company's Delivery Points to Customer.

Transportation Service Agreement. The fully executed Transportation Service Agreement or Contract Transportation Service Agreement between Company and Customer.

Transportation Service Provider. Any interstate pipeline, intrastate pipeline, or local distribution company that transports Gas to Company's Receipt Point(s).

Transportation Service Provider Delivery Point(s). The point at the connection of the facilities of Transportation Service Provider, at which the gas leaves the outlet side of the measuring equipment of Transportation Service Provider and enters an off-system facility.

TECHNICAL TERMS AND ABBREVIATIONS - CONTINUED

Upstream Pipeline Capacity Costs. Expenses incurred by the Company including but not limited to reservation, demand, usage, commodity, fuel, and applicable fuel charges incurred by the Company as a result of Company's contractual arrangements with Transportation Service Provider(s).

Working Day. Shall have the same meaning as Business Day, previously defined herein.

INDEX OF RULES AND REGULATIONS

RULES AND REGULATIONS

A. CLASSIFICATION OF CUSTOMERS, POOL MANAGERS, AND SERVICES

1. Classification of Customers:
   a. Residential Customers:
   Applies to Customers receiving gas service from the Company for use in a single-family dwelling or building, or in an individual flat, apartment or condominium unit in a multiple family dwelling or building or portion thereof occupied as the home, residence or sleeping place of one or more persons. Also applies to Gas used in commonly owned facilities of condominium associations, cooperative apartments, and homeowner associations subject to the following criteria:

      i. 100% of the Gas is used exclusively for the co-owner's benefit.
      ii. None of the Gas is used in any endeavor that sells or rents a commodity or provides a service for a fee or otherwise engages in a commercial or Industrial enterprise.
      iii. Each Customer premise is separately metered and billed.
      iv. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

   b. Commercial Customers:
   Applies to Customers receiving gas service from the Company engaged in selling, warehousing or distributing a commodity, product or service in some business activity or in a profession, or in some other form of economic or social activity (offices, stores, clubs, hotels, etc.)

   All Commercial Customers whose daily consumption of Gas exceeds 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

   c. Industrial Customers:
   Applies to Customers receiving gas service from the Company engaged in a process which creates a product or changes raw or unfinished materials into another form of product, or which involves the extraction of a raw material from the earth (factories, mills, distilleries, machine shops, wells, refineries, plants, etc.).

   All Industrial Customers whose daily consumption of Gas exceeds 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

RULES AND REGULATIONS - CONTINUED

d. Natural Gas Vehicle Customers:
Non-Residential Customers receiving gas service through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers.

e. Special Purpose Customers:
Customers receive gas service from the Company that do not meet the definition for any of the above Customer Classifications.

f. Alternate Fuel Customers:
Applies to any Commercial or Industrial Customer whose annual metered gas volume exceeds 25,000 Therms, and who has the continuing capability to utilize an Alternate Fuel which displaces natural Gas delivered by the Company, Alternate Fuel Customers shall, by a contract in writing, provide from time to time, sufficient evidence of the Alternate Fuel price to warrant an adjustment in the Company's rate for the Rate Schedule under which the Customer receives gas service, In all cases where continuous operation of a Customer's facility is necessary, the Alternate Fuel Customers shall, continuously maintain the capability to utilize a supply of Alternate Fuel of sufficient quantity to allow the Curtailment of Gas service without adversely impacting Customer's operation.

g. Interruptible Customers:
At the sole option of the Company, Customer with or without Alternate Fuel capabilities, whose annual metered Gas Volume exceeds 100,000 Therms, and who, by contract in writing, agrees to periodically interrupt their gas service and discontinue operations to the benefit of other distribution system Customers, may be designated an Interruptible Customer. Such Customers may be deemed eligible to receive service under the Company's Contract Transportation Service or Special Contract provisions. The Company's Interruptible rate schedules are closed at this time.

All Interruptible Customers shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

RULES AND REGULATIONS - CONTINUED

2. Classification of Pool Managers:

   a. TTS Pool Manager:
      Any Company approved Pool Manager that is authorized to deliver Gas to Company's Receipt Point(s), which is subsequently delivered by Company at the Company's Delivery Point(s) to Customers participating in Company's TTS Customer Pools under the Aggregated Transportation Service (ATS) program.

   b. CI Pool Manager:
      Any Company-approved Pool Manager or Shipper Designee that is authorized to deliver Gas to: i) Company's Receipt Point(s), which is subsequently delivered by Company at the Company Delivery Point(s) to Commercial, Industrial, and/or Special Purpose Customers, or ii) a Transportation Service Provider Delivery Point(s) where Company provided the Off-System Delivery Point Operator Service.

3. Classification of Services:
   a. Regulated Sales Service Ft. Meade and FPUC Service Areas:
      Gas sales made by the Company through Company's Purchased Gas Cost Recovery mechanism. This service is required for all Residential Customers located in the Company's Ft. Meade and FPUC Service Areas and is optional for all Non-Residential Customers in the Company's and Ft. Meade and FPUC Service Areas. This service is not available to Customers located in Company's I Indiantown and CFG Service Areas.

   b. Transportation Service:
      Transportation Service is required for all Indiantown and CFG Service Area Customers and is optional for all Ft. Meade and FPUC Service Area Non-Residential Customers. Transportation Services will be provided under Company's Individual or Aggregated Transportation Service Program(s), in accordance with the Rules and Regulations set forth in this Tariff.

      i. Individual Transportation Service (ITS):
         1. Individual Transportation Service is available to Customers who are served under Company's CTS and FGS rate schedules, and Special Contract Customers. Individual Transportation Service Customers are required to execute a Transportation Service Agreement, or the applicable Contract Transportation Service Agreement or Flexible Gas Service Agreement with the Company.

RULES AND REGULATIONS - CONTINUED

1. All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

ii. Aggregated Transportation Service (ATS):

1. CI Service Pools:
Unless otherwise authorized by Company, all Non-Residential Customers in the Indiantown and CFG Service Areas shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

All Ft, Meade and FPUC Service Area Non-Residential Customers shall have the option of utilizing ATS and shall utilize a Company approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s) or purchasing Gas from Company's Regulated Sales Service Pool.

2. TTS Service Pool(s):
Unless otherwise authorized by Company, all Indiantown and CFG Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at Company's Receipt Point(s).

a. Contract Transportation Service (CTS):
Transportation Service provided to Customer that has Alternate Fuel or physical or economical bypass capabilities and that:

i. Meets the minimum annual threshold of 25,000 Therms of required Gas supply;

ii. Has executed a CTS Affidavit and Contract Transportation Service Agreement which is accepted by the Company; and

iii. Company may periodically adjust its Tariff rates for gas service to compete with Customers' Alternative Fuel pricing or bypass alternative as provided in the CTS Rider, the Rules and Regulations set forth in this Tariff, and other approved Rule or Regulations of the Company, as applicable. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.417, may also apply.

RULES AND REGULATIONS - CONTINUED

b Special Contract Service (SCS):
Transportation Service provided to a Customer at the sole option of the Company pursuant to Florida Public Service Commission Rule 25-9.034, FAC, where the rates, terms and conditions for service may be different than those set forth in the Company's approved Tariff. All SCS Customers shall enter into a Special Contract Agreement with the Company, which is subject to the approval of the FPSC. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.417, may also apply.

c. Shipper of Last Resort Service (SOLR):
In the event all TTS Pool Manager(s) are terminated, the Company shall perform all TTS Pool Manager functions as defined in this Tariff. The SOLR service will be provided in accordance with the Rules and Regulations set forth in this Tariff, the terms and conditions of the TTS Pool Manager Agreement(s), and other approved rules and regulations of the FPSC. The Company shall provide this service to Customers until a replacement TTS Pool Manager is selected. Billing Adjustments and Taxes and Fees, as set forth in Sheet Nos. 7.300-7.417, may also apply.

d. Flexible Gas Service (FGS):
This service is available at the Company's option to Customers meeting the applicability standards which include i) the Customer must demonstrate to the Company that Customer has a viable economic energy alternative including verifiable documentation of Customer's energy alternative; ii) the Company must demonstrate that this new Customer will not cause any additional costs to, or cross-subsidization by, the Company's other rate classes; and iii) all FGS Customers shall enter into a Flexible Gas Service Agreement with the Company. The Company is under no obligation to grant service under this Tariff.

e. Off System Sales Service (OSSS-1):
Interruptible Natural Gas delivered by Company to any person not connected to Company's distribution system. Customer and Company shall rely on measurement made by the Transportation Service Provider. Unless curtailed, all Nominations to Customer's Transportation Service Provider Pipeline Delivery Point shall be considered to have been made by the Transportation Service Provider. Off-System Sales include i) intrastate and interstate pipeline capacity releases made by the Company, ii) commodity sales made by the Company, and / or iii) delivered sales made by the Company. Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's costs recovered through the Company's Purchase Gas Cost Recovery Clause.

RULES AND REGULATIONS - CONTINUED

f. Renewable Natural Gas Service (RNG):
Service provided to RNG producers which includes conditioning or upgrading biogas into pipeline quality RNG for interconnection, injection, and delivery into the Company's distribution systems. The Company may provide upgrade equipment, compressors, blowers, anaerobic digestors, site work, piping, heat exchangers, driers, metering, system interconnects, injection equipment, storage vessels, and other equipment deemed necessary for the safe and reliable operation of the biogas conditioning site and system interconnect/injection point(s). The Company's provision of RNG service to the Customer may require an agreement between the Company and the Customer. RNG shall conform to the Quality of Gas provisions contained in this tariff.

g. Pool Manager Services:
   i. Shipper Administrative and Billing Service (SABS):
   Administrative and billing service provided to a Pool Manager under the SABS rate schedule, in accordance with the Rules and Regulations and Agreements set forth in this Tariff. The Company shall provide the following services to Pool Managers under the SABS; i) reading of Customer's Meters, ii) provision of Customer projected monthly usage information, along with Transportation Service Provider capacity quantity to be released to Pool Manager, iii) provision of Customer usage information to Pool Manager each Month, iv) retention of Customer's historical usage information, v) Letter of Authorization review and administration, vi) receipt and administration of Pool Manager's Gas rates for Customer billing, vii) calculation and presentation of Pool Manager's gas billing charges on Company's monthly bill or, at Company's sole option, on a separate bill to Customer, viii) collection and application of Customer payments for Pool Manager's Gas billing charges, ix) remittance of Customer payments for Pool Manager's gas billing charges to Pool Manager, net of Pool Manager's billing charges that are bad debt write-offs and recovery of said bad debts, the SABS Tariff-approved charges and other applicable charges and adjustments, and x) other services as the Company may determine necessary to administer Gas deliveries by Pool Managers to Customers. This service is required for TTS Pool Managers and is not available to CI Pool Managers. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.300-7.417, may also apply.

RULES AND REGULATIONS - CONTINUED

ii. Shipper Administrative Service (SAS):
Administrative service provided to a Pool Manager under the SAS rate schedule, in accordance with the Rules and Regulations ser forth in this Tariff. The Company shall provide the following services to Pool Managers under the SAS; i) reading of Customer's Meters, ii) provision of Customer projected monthly usage information, along with Transportation Service Provider capacity quantity to be released to Pool Manager, iii) provision of Customer usage information to Pool Manager each Month, iv) retention of Customer's historical usage information, v) Letter of Authorization review and administration, and vi) other service as the company may determine necessary to administer Gas deliveries by Pool Managers to Customers. This service is required for CI Pool Manager or Customers that have executed an FGS or Special Contract Agreement, as may be negotiated by Company, and is not available to TTS Pool Manager. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.300-7.417, may also apply.

iii. Delivery Point Operator Service (DPO):
Administrative service provided to a Pool Manager by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this Tariff. Company shall provide the following services to Pool Managers receiving DPO service; i) receipt and administration of scheduled Gas quantities for Pool Manager's Customer Pool, ii) compilation of measured Gas quantities for Pool Manager's Customer Pool, iii) resolution of monthly imbalances with Transportation Service Provided (difference between scheduled Gas quantities for all Pool Managers and measured Gas quantities at the Company's Receipt Points), using approved book-out and/or cash-out processes of Transportation Service Provider(s), iv) resolution of monthly imbalances with Pool Manager (difference between scheduled Gas quantities and measured Gas quantities for Pool Manager's Customer Pool), in accordance with this Tariff, v) administration of the Operational Balancing Account ("OBA"), in accordance with this Tariff, vi) administration of Transportation Service Provider Operational Orders, including financial transactions, if any, and vii) other service as Company may determine necessary to administer Gas deliveries by Shippers to Customers.

RULES AND REGULATIONS - CONTINUED

iv. Off-System Delivery Point Operator Service (OS-DPO):
Administrative service, in accordance with an executed Off-System Delivery Point Operator Agreement, provided at Company Receipt Point(s) to a Pool Manager by Company, or Company's agent acting as DPO, in accordance with the Rules and Regulations set forth in this Tariff, as applicable. Company shall provide the following services to Pool Managers under the OS-DPO Service, i) receipt and administration of scheduled Gas quantities for Pool Manager's Customer Pool, ii) compilation of measured Gas quantities for Pool Manager's Customer Pool, iii) resolution of monthly imbalances with Transportation Service Provider (difference between scheduled Gas quantities for all Pool Managers and measured Gas quantities at the Company Receipt Point(s)), using approved book-out and/or cash-out processes of Transportation Service Provider, iv) resolution of monthly imbalances with Pool Manager ((difference between scheduled Gas quantities and measured Gas quantities for Pool Manager's Customer Pool), in accordance with this Tariff, v) administration of the OBA account, in accordance with this Tariff, vi) administration of Transportation Service Provider Operational Orders, including financial transactions, if any, in accordance with this Tariff, and vii) other services as Company may determine necessary to administer Gas deliveries by Pool Managers to Customers. Billing Adjustments and Taxes and Fees, as set forth on Sheet Nos. 7.300-7.417, may also apply. Upon initiation of service, any TTS Pool Manager or CI Pool Manager who has executed an Off-System Delivery Point Operator Agreement will be assigned to the OS-DPO rate schedule.

RULES AND REGULATIONS - CONTINUED

B. SERVICE REQUEST

1. Request for Service:
   A prospective Customer may request Service by:

   a. Applications for service may be made by telephone or in writing to the Company.

   b. Electronic request to the Company's web site (www.fpuc.com)

   c. Applicants for space heating only service shall be required by Company to contribute the cost of providing facilities for such service.

2. Commencement of Service:
   Completion of an application or the deposit of any sum of money by the prospective Customer shall not require Company to render Service until the expiration of such time as may be reasonably required by Company to determine if such prospective Customer has fully complied with the provisions of Company's applicable Customer Rules and Regulations and as may reasonably be required by Company to install the required facilities to render Service to such prospective Customer.

3. Withholding of Service:
   Company may withhold initiation of service requested by any Customer until such Customer has paid all indebtedness for Service to the Company and such Customer has complied with all applicable Rules and Regulations.

4. Connection and Re-Connection Charge:
   Company shall bill the Customer an approved Connection or Re-Connection Charge set forth in the "Miscellaneous Service Charges" section of this Tariff, for initiation or restoration of Service. The Company shall bill the Customer an approved Change of Account Charge for reading the Meter at a premise where there is a change of Customer occupancy.

RULES AND REGULATIONS - CONTINUED

C. DEPOSITS AND SECURITY

1. Establishment of Credit:
   In lieu of a deposit, the Company may allow a prospective Customer to satisfactorily establish credit prior to the commencement of service by one of the following methods:

2. Residential:
   Furnish a satisfactory guarantor to secure payment of bills for service requested; such guarantor must be a Customer of the Company with a satisfactory payment record. A guarantor's liability shall be terminated when a Residential Customer, whose payment of bills is secured by the guarantor, meets the requirements of this Tariff's "Refund of Deposits" section below. Guarantors providing security for payment of Residential Customer's bills shall only be liable for bills contracted at the service address contained in the contract of guaranty; or

   a. Furnish an irrevocable letter of credit from a bank equal to two (2) Month's average bills; or

   b. Furnish a surety bond equal to two (2) Month's average bills; or

   c. Pay a cash deposit.

3. Non-residential:
   a. Furnish a satisfactory guarantor to secure payment of bills for the service requested, such a guarantor need not be a Customer of the Company; or

   b. Furnish an irrevocable letter of credit from a bank equal to two (2) Months average bills; or

   c. Furnish a surety bond equal to two (2) Month's average bills; or

   d. Pay a cash deposit.

4. Deposit Required:
   Unless credit is otherwise established in accordance with this "Deposits and Security" section of the Tariff, the Customer shall make a deposit. The amount of the deposit shall be calculated in conformity with the requirements of Section 366.05(1)(c), Florida Statutes as follows:

RULES AND REGULATIONS - CONTINUED

Deposit Required Continued

a. For an existing account or premise, the total deposit may not exceed two (2) Months of average actual charges, calculated by adding the monthly charges from the 12-Month period immediately before the date any change in the deposit is sought, dividing this total by 12, and multiplying the result by 2. If the account or premise has less than 12 Months of actual charges the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of Months available, and multiplying the result by 2.

b. For a new service or premise request, the total deposit may not exceed two (2) Months of projected charges, calculated by the twelve (12) Months of projected charges, dividing this total by twelve (12), and multiplying the result by two (2). Once the new Customer has had continuous service for a twelve (12) Month period, the amount of deposit shall be recalculated using actual data. Any difference between the projected and actual amounts must be resolved by the Customer paying any additional amount that may be billed by the utility or the utility returning any overcharge.

c. A Residential Customer may request the amount of the initial deposit be billed and paid in even installments over a period of two (2) Month’s for deposit amounts between $50 and $150 and three (3) Month’s for deposits amounts over $150, which may be granted at the Company’s discretion.

5. New or Additional Deposits:
The Company may require, upon written notice to an existing Customer of not less than thirty (30) Days, a deposit (including guaranty, letter of credit, or surety bond) where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Such notice for a deposit shall be separate and apart from any bill for service and shall explain the reason for the deposit; provided, however, that the total amount of the required new or additional deposit shall not exceed an amount equal to the average actual charges for service for two (2) billing periods during the twelve (12) month period immediately prior to the date of notice. The thirty (30) Day notice shall not apply when service is being reestablished after discontinuance of service for non-payment. In the event the Customer has had service less than twelve (12) months, then the Company shall base its new or additional deposit on the average actual monthly billing available.

RULES AND REGULATIONS - CONTINUED

6. Interest on Deposits:

   Company shall pay a minimum interest on deposits of two percent (2%) per annum. Two percent (2%) per annum interest will be credited to a Customer's account annually in accordance with the current effective Rules and Regulations of the Commission. Three percent (3%) per annum will be credited annually on deposits of qualifying Residential Customers when the Company elects not to refund such a deposit after twenty-three (23) Months.

   The Company shall credit annually three percent (3%) per annum on deposits of Non-Residential Customers qualifying for refund under until the Commission sets a new interest rate applicable to the Company. No Customer shall be entitled to receive interest on his deposit until and unless a Customer relationship and the deposit have been in existence for a continuous period of six Months, then Customer shall be entitled to receive interest from the day of the commencement of the Customer relationship and the placement of deposit. Deposits shall cease to bear interest upon discontinuance of service.

7. Refund of Deposits:
   After a residential Customer has established a satisfactory payment record and has had continuous service for a period of not less than twenty-three (23) Months, at the Company's option, the Company may refund the Residential Customer's deposit and if Company does not refund Residential Customer's deposit, Company shall pay Customer the higher rate of interest specified in the "Interest on Deposits" section of this Tariff, provided the Customer has not, in the preceding twelve (12) Months: i) made more than one late payment of the bill (after the expiration of twenty (20) days from the date of presentation by Company), ii) paid with a check refused by a· bank, iii) been disconnected for non-payment, iv) tampered with the gas Meter, or, v) used service in a fraudulent or unauthorized manner.

   Upon termination of service, the company shall credit the amount of any cash deposit and accrued interest thereon against the final amount due Company from Customer and the balance, if any, shall be returned promptly to the Customer no later than fifteen (15) days after the final bill for service is rendered.

RULES AND REGULATIONS - CONTINUED

D. CUSTOMER'S INSTALLATION

1. General:
   Customer's Installation shall be constructed, installed, and maintained in accordance with standard practice as determined by local codes and ordinances, these Rules and Regulations, and other applicable governmental requirements.

2. Inspection of Customer's Installation:
   Where governmental inspection of a Customer's Installation is required, Company will not supply service to such installation until the necessary inspections have been made and Company has been authorized to provide service.

   Company may also inspect Customer's Installation prior to rendering service, and from time to time thereafter, but assumes no responsibility whatsoever as a result of having made such inspection. Company will not render service to any Customer Installation which Company finds to be hazardous, or in noncompliance with any applicable code, ordinance, regulation, or statute.

   Company will withhold or discontinue service to Customer's Gas equipment whenever it finds a hazardous condition or a condition that is in violation of a code, ordinance, regulation or statute governing the installation or use of Gas equipment or Customer's Installation, and service will be rendered or restored only when the hazardous condition or noncompliance has been corrected.

3. Changes in Customer's Installation:
   A Customer shall notify Company of any change in Customer's requirements for service and receive authorization from Company prior to making any such change so that Company may be in a position to meet Customer's requirements. Customer will be liable for any damage resulting from violation of this rule.

4. Right of Way:
   Customer shall make or procure satisfactory conveyance to Company, of all necessary easements and rights-of-way, including right of convenient access to Company's property, for furnishing adequate and continuous service or the retirement of Company's property upon termination of service.

5. Protection of Company's Property:
   Customer shall properly protect Company's property on Customer's premises, and shall permit no one but Company's employees or agents, or persons authorized by law, to have access to Company's piping, Meters, or apparatus. In the event of any loss or damage to Company's property caused by or arising out of carelessness or misuse thereof by

RULES AND REGULATIONS - CONTINUED

Protection of Company's Property Continued

Customer, Customer shall pay to Company the cost of replacing such loss or repairing such damage. This section does not apply to Customer's check Meter if one is so installed.

6. Operation of Company's Facilities:
   No Customer or other person shall, unless authorized by Company to do so, operate or change any of Company's Facilities.

7. Access to Premises:
   The Company or its duly authorized agents shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, inspecting or removing the Company's property, reading Meters and such other purposes as are incident to rendering or terminating gas service to the Customer. In such performance the Company and its Agents shall not be liable for trespass.

8. Indemnity to Company:
   The Customer shall indemnify, hold harmless and defend the Company from and against all liability, proceedings suits, cost or expense for loss, damage or injury to persons or property, in any manner directly or indirectly connected with or growing out of the transmission and use of Gas by the Customer at or on the Customer's side of the Company's Delivery Point.

RULES AND REGULATIONS - CONTINUED

E. SERVICE CONNECTIONS

1. Company reserves the right to designate the locations and specifications for the Main line taps, Service Lines, curb cocks, Meters, regulators, and appurtenances and to determine the amount of space which must be left unobstructed for the installation and maintenance thereof.

2. Applicant may request an alteration of such a designation but, if consented to by Company, the excess cost of such revised designation over and above the cost of the original Company design shall be borne by Applicant.

3. The Service Lines, curb cocks, Meters and regulators or governors will be installed and maintained by Company and shall remain the property of Company.

4. Any relocation or alteration of Company-owned facilities to furnish gas service to Customer for the convenience and benefit of the Company shall be paid for by the Company; however, any such changes occasioned or necessitated by any action of the Customer, or owner of the property if the Customer is a lessee, shall be at the expense of the Customer or owner.

5. Company reserves the right to postpone to a more favorable season the extension of Mains and connection of Service Lines during seasons of the year when climatic conditions would cause abnormally high construction costs.

RULES AND REGULATIONS - CONTINUED

F. FACILITY EXTENSIONS

1. **Distribution Facilities Extension Policy:**

   a. Feasibility Assessment:
   Prior to any extension of distribution facilities for the purpose of providing service to one or more Customer premises, the Company shall assess the economic feasibility of its capital investments for each proposed extension of facilities. For the purposes of this policy, distribution facilities shall mean: Mains, Service Lines, land rights, City Gate stations, district regulator stations, Meters, regulators, other materials and appurtenances, including the installation of such facilities.

   b. Security for Expansion Projects:
   Notwithstanding the provisions in Section C - Deposits and Security of this Tariff and application of security under this Section 1.b. is in lieu of the requirements in Section 2.b. below and upon the execution of a CTS or FGS Service Agreement, or Special Contract between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the distribution or transportation charges payable by Customer.

   c. Maximum Allowable Construction Cost: The maximum capital cost to be incurred by the company for an extension of facilities shall be defined as the Maximum Allowable Construction Cost (MACC). The MACC shall equal the estimated annual service revenues to be derived from the distribution facilities multiplied by six (6).

2. Distribution Facilities Extension Options:

   a. Free Extensions:
   The Company shall extend its distribution facilities to serve prospective Customer premises at no cost where the capital investment for such extension does not exceed the MACC.

RULES AND REGULATIONS - CONTINUED

Distribution Facilities Extension Options Continued

b. Advance in Aid of Construction:
Where the estimated capital investment for an extension of facilities exceeds the MACC, the Company may require that a prospective Customer(s) or other person, such as a real estate developer, governmental entity, or other authority ("Depositor") deposit an Advance in Aid of Construction (Advance). The amount of the Advance required from the Depositor shall equal the difference between the estimated capital investment and the MACC.

The Advance made by the Depositor shall be non-interest bearing. The Company may refund a portion, or all, of the Advance to the Depositor in accordance the following provisions:

c. Company at the option of the Depositor shall:
i. At the end of the initial year of service refund to the Depositor or his assigns an amount equal to the excess, if any, by which six times that year's actual gas revenues, less actual cost of gas, exceeds the allowable construction cost used to determine the amount of the advance in aid or construction; or

ii. At the end of the initial four years of service refund to the Depositor, or his assigns, an amount equal to the excess, if any, by which gas revenues less the actual cost of gas for those four years exceeds the allowable construction cost used to determine the amount of the advance in aid of construction.

iii. Refund option shall be determined by Depositor and so stated on the agreement to be executed at the time contribution is received by Company.

iv. For each additional Customer taking service at any point on a Main installed as part of a distribution facilities extension within a period of five (5) years from the in-service date of the extension, the Company shall refund to the Depositor an amount by which the MACC of each additional Customer exceeds the capital investment costs of connecting such Customer, provided that an additional Main extension shall not have been necessary to serve such additional Customer.

v. The aggregate refund to any Depositor made through the above provisions shall not exceed the original Advance of such Depositor.

RULES AND REGULATIONS - CONTINUED

Advance in Aid of Construction Continued

vi. The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

2. Minimum Volume Commitment:
   a. The Company may require a commitment by Customer to take- or-pay for a minimum volume of Gas as deemed appropriate by the Company given the circumstances of facility cost and/or the service requirements of a particular Customer. In no instance will the minimum volume commitment be set at a level that exceeds the volume used to calculate the MACC for the Customer, nor will the volume commitment term exceed six (6) years.

      The distribution facilities extension shall at all times be the property of the Company and any unrefunded portion of the Advance at the end of five (5) years shall be credited to the Company's distribution Main plant account.

3. Area Extension Program:
   a. AEP Charge
      The Company shall calculate the cost difference between the MACC and the estimated capital investment costs (such cost difference to include the Company's allowed cost of capital) required to extend the distribution facilities to serve the prospective Customer(s) (the "AEP Recovery Amount"). The AEP Recovery Amount shall be divided by the number of Customer premises projected to be served at the end of the completed build out date of the extension. The Amortization Period shall apply individually to each premise and shall not exceed seventy-two (72) Billing Months. For the purposes of AEP cost recovery, a Billing Month shall mean a month in which Company renders a billing statement to an active Customer account for a premise served by an AEP extension of facilities. In the event a premise becomes inactive, the Amortization Period shall be suspended until the premise is reactivated. The AEP Recovery Amount shall be divided by the number of months in the Amortization Period to establish a monthly AEP Charge. The AEP Charge shall be billed to each Customer premise activating service prior to the completed build out date following the in-service date of the extension.

RULES AND REGULATIONS - CONTINUED

a. The AEP Charge shall not be billed to any Customer premise that activates Gas service from an AEP extension of facilities subsequent to the end of the completed build out period following the in-service date of an AEP extension of facilities.

b. Revenues from the AEP Charge shall be credited against the Company's distribution main plant account, except that the Company shall retain, as a return on its capital investment, a portion of such revenues equal to its allowed cost of capital.

4. Service Extensions from Existing Mains:
The Company shall extend service facilities connecting a Customer premise to an existing Main, where the Company1s capital investment to install the service does not exceed the MACC. Where the service extension capital investment exceeds the MACC, the Customer shall pay to the Company a non-refundable amount equal to the difference between the MACC and the estimated capital cost of the service extension.

5. Temporary Service:
In the case of temporary service for short-term use, Company may require Customer to pay all costs of making the service connection and removing the material after service has been discontinued, or to pay a fixed amount in advance to cover such expense; provided, however, that Customer shall be credited with reasonable salvage realized by Company when service is terminated.

6. Relocation of Distribution Facilities:
When alterations or additions to structures or improvements on premises to which Company provides service necessitate the relocation of Company's distribution facilities, or when such relocation is requested by Customer for any reason, Customer may be required to reimburse Company for all or any part of the costs incurred by Company in the performance of such relocation.

7. Ownership of Property:
The Company shall own, operate, and maintain all service pipes, regulators, vents, Meters, Meter connections, valves, and other apparatus from Company Mains to the outlet side of the Meter and shall have a perpetual right of ingress and egress thereto.

8. Equipment Financing:
If requested by Customer, and the Company agrees to provide financing for the necessary gas conversion, compression, or RNG equipment to be owned and maintained by the Customer, an agreement as to terms and conditions governing

RULES AND REGULATIONS - CONTINUED

Equipment Financing Continued

recovery of the financed costs for such equipment from the Customer may be entered into and the initial contract term of gas service shall at a minimum be the same as the period of recovery stated in the agreement. A finance cost recovery charge will be listed as a separate line item on the customer's bill to collect cost incurred; including carrying cost at the company's overall approved cost of capital, in providing such conversion to natural gas. At such time as the Company has recovered its installation cost, the finance charge will be removed from the customer's bill.

RULES AND REGULATIONS - CONTINUED

G. METERING

1. Use of Meters and Measuring Equipment:
   a. The Company shall provide, install, and properly maintain at its own expense such Meter or Meters, recording devices and metering equipment necessary to measure the quantity of Gas used by the Customer. Customer will safeguard Company's equipment and facilities located on Customer's property and will not permit unauthorized persons to operate or alter such Company-owned or controlled equipment or facilities in any manner.

   b. The Customer, upon thirty (30) days-notice to Company, may install, maintain and operate at Customer's expense such check measuring equipment on Customer's Installation as desired provided that such equipment shall be so installed as not to interfere with the safe and efficient operation of Company's equipment. No Gas shall be Sub-metered or further distributed by Customer for purpose of resale unless approved by Company or the FPSC.

   c. Company may furnish and install such regulating and/or flow control equipment and devices as it deems to be in the best interest of the Customer served, or in the best interest and/or function of the Company's distribution system in general.

   d. Only duly authorized agents of the Company or persons authorized by law shall set or remove, turn on or turn off, or in any way handle Company's Meters. Only Company's duly authorized agents shall make connections to the Company's system. Unauthorized connections to, or tampering with, the Company's Meter or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of the State of Florida, adjustment of prior bills for service furnished, and reimbursement of the Company for all expenses incurred on Customer's account.

2. Remote Telemetry Installation:
   a. All remote reading devices shall be owned, installed and maintained by the Company. When requested by Customer below the annual consumption level above, and approved by the Company, a remote reading device may be installed at a cost payable by the Customer.

RULES AND REGULATIONS - CONTINUED

b. Customer shall, at the Customer's expense, provide and maintain electrical power and telephone service to the remote reading device location.

c. A periodic verification reading shall be taken on the meter and the remote reading device. The Company shall notify the Customer when the periodic verification is required. The Company shall determine the frequency of such verification based on the technical characteristics of the installed equipment and its in-service performance.

d. In cases of a measurement dispute related to the remote reading device, the Company's meter may be used as the final determinant in measuring consumption.

3. Location of Meters:
   a. The Customer shall furnish a convenient, accessible, and safe place in which the Meter and/or other such facilities can be installed, operated, and maintained without charge to Company. This location insofar as practical shall be outside the building and free of

   b. excessive temperature variations or potential causes of damage that might affect Meter operation or accuracy.

   c. If changes in conditions on the Customer's premises adversely affect the convenience, accessibility or safety of the Meter location, the Customer shall be responsible for the cost of relocating the Meter, its appurtenances, and related piping to a location meeting the above requirements.

4. Meter Accuracy at Installation:
   a. A gas Meter shall be within plus or minus one percent (1%) of accuracy to be installed for Customer use.

   b. Each Meter removed from service when opened for repairs shall be adjusted to be not more than 1 percent (1%) fast or 1 percent (1%) slow before being reset. If not opened for repairs, the Meter may be reset without adjustment if found to be not more than 1 percent (1%) fast or not more than 1 percent (1%) slow provided the Meter is otherwise in good condition.

RULES AND REGULATIONS - CONTINUED

c. No Meter may be installed unless it has been tested within the previous 12 Months and found to be within the accuracy limits established herein.

5. Periodic Meter Tests:
   a. Meters installed will be tested periodically at reasonable intervals and in accordance with Commission Rule 25-7.064 FAC.

6. Meter Test by Request:
   a. Upon written request of a Customer, Company shall, without charge, make a test of the accuracy of the Meter in use at Customer's premise, provide, first that the Meter has not been tested by Company or by the FPSC within twelve (12) Months previous to such request.

   b. Should any Customer request a Meter test more frequently than provided above, Company shall require a deposit to defray the cost of testing in accordance with FPSC Rule 25-7.065 FAC.

   c. If the Meter is found to be more than two percent (2%) fast, the deposit shall be refunded, but if below this accuracy limit, the deposit shall be retained by the Company as a service charge for conducting the test.

7. Meter Test – Referee:
   a. In the event of a dispute, upon written application to the FPSC by any Customer, a test of the Company's Meter at Customer's premise shall be made or supervised as soon as practicable by a representative of the FPSC.

   b. The Meter shall in no way be disturbed after the Company has received notice that application has been made for such referee test unless a representative of the FPSC is present or unless authority to do so is first given in writing by the FPSC or by the Customer.

   c. A written report of the results of the test shall be made by the FPSC to the Customer.

RULES AND REGULATIONS - CONTINUED

H. MEASUREMENT

1. Determination of Volume:
    a. The volume and Total Heating Value of the Gas shall be determined as follows:

2. Base Conditions:
    a. A standard cubic foot for measurement purposed shall be the volume of such cubic foot at the temperature of 60 degrees Fahrenheit and an absolute pressure of 14.73 p.s.i.a.

    b. The Average Atmospheric Pressure shall be assumed to be fourteen and seventy-three hundredths pounds per square inch absolute (14.73 p.s.i.a.) irrespective of actual elevation or location of the point of measurement or of variations in such Atmospheric Pressure from time to time.

3. Unit of Volume:
    a. Subject to the Technical Terms and Abbreviations of this Tariff, the Standard Delivery Pressure shall be 14.98 p.s.i.g. and the Standard Delivery Temperature shall be 60 degrees Fahrenheit.

    b. For purposes of billing computations, a Cubic Foot of Gas shall be that quantity which, at a pressure of 14.98 p.s.i.g. and a temperature of 60 degrees Fahrenheit, occupies one cubic foot.

    c. When deliveries are made at flowing pressures in excess of the Standard Delivery Pressure, metered volumes shall be corrected for such variation through utilization of recorded flowing pressure data, correction devices which are an integral part of the Meter installation, or by correction factors for fixed pressure deliveries.

    d. With respect to Gas delivered at High Pressure, flowing Gas temperature shall be assumed to average 60 degrees Fahrenheit for all measurement, unless Customer and Company agree otherwise. When an assumed Flowing Temperature of 60 degrees Fahrenheit is not used, the temperature shall be determined as the arithmetic average of Flowing Temperatures as recorded by a temperature recorder, if such a recorder is utilized, or through the use of correcting indices or temperature compensating meters, where recording or compensating devices are not installed, the temperature of the Gas shall be assumed to be the climatological 30-year average monthly temperature as established by the nearest National

RULES AND REGULATIONS - CONTINUED

Unit of Volume Continued

Oceanic and Atmospheric Administration Weather Bureau and published by the Department of Commerce.

e. Unless determined to be otherwise by a gravity balance, the specific gravity of the flowing Gas shall be assumed to be 0.6.

f. When sales or transportation volumes are metered at pressures of 10 p.s.i.g. (pounds per square inch gauge) and over, and where such volumes are also corrected for Flowing Temperatures other than assumed 60 degrees Fahrenheit, such volumes shall be corrected for deviations from Boyle's Law by use of the appropriate super compressibility factor.

4. Billing Unit:
   a. The sales and transportation unit of Gas shall be the Therm, being 100,000 Btu's. The number of Therms billed to Customer shall be determined by multiplying the number of Cubic Feet of Gas delivered at 14.98 p.s.i.g. and 60 degrees Fahrenheit, by the Total Heating Value of such Gas and dividing the product by 100,000.

   b. The Total Heating value of the Gas delivered to Customer shall be determined as that reported periodically by Transportation Service Provider, provided such value is applicable to the Gas delivered to Customer, or such value shall be determined by Company by use of a calorimeter or other instrument suitable for heating value determination. The Total Heating Value shall be corrected to and expressed as that contained in the Unit of Volume addressed on the Technical Terms and Abbreviation Section of this Tariff.

5. Pressure:
   a. Where delivery pressure higher than Standard Delivery Pressure is supplied, Company will make reasonable efforts to maintain such higher-delivery pressure. Company does not undertake to deliver Gas at a pressure higher than the Standard Delivery Pressure throughout its Service Areas. Prospective Industrial and large Commercial Customers who desire to utilize Gas at pressures higher than the Standard Delivery Pressure should inquire of Company to determine the pressure that Company can make available at any given location in its service territory before obtaining any equipment requiring pressures higher than the Standard Delivery Pressure.

RULES AND REGULATIONS - CONTINUED

6. Quality of Gas:
   a. All Gas which Customer, Pool Manager, or Shipper's Designee cause to be received by Company at Company's Receipt Point(s) for transportation and delivery by Company shall conform to the quality and heating value specifications set forth herein. In addition to any other remedies available to Company, Company shall have the right to refuse to accept at Transportation Service Provider's Delivery Point(s) any Gas which fails to conform to such quality and heating value specifications.

   b. Gas delivered to the Company's system from an interconnected pipeline shall be in conformance with the quality specifications as provided for in the Terms and Conditions in the Tariff of that pipeline interconnected to the Company's distribution system.

   c. Any gas entering the Company's system at a Company Receipt Point that is not an interconnected pipeline with gas quality specifications set forth in its Tariff, shall be in conformance with the quality specification listed below:

Containment/Property	**Unit**	**Value**
Heating Value	BTU/SCF	960-1100
Wobbe Number	BTU/SCF	1250-1400
Carbon Dioxide	CO2 % vol	<2
Oxygen	O2 % vol	<0.2
Nitrogen	N2 % vol	<3
Total inerts	% vol	<4
Hydrogen Sulfide	PPM	<4
Siloxanes	PPM	<1
Total Sulfur	PPM	<78.5
Water	Lbs/MMCF	<7

Gas received at injection receipt points shall be commercially free from hazardous waste, solid or liquid matter, dust, gums, and gum-forming constituents microbiological organisms, or any other substance which might interfere with the merchantability of the gas, or cause injury to or interfere with proper operation of the lines, meters, regulators. The Company reserves the right to waive the quality specifications listed above on a not-unduly discriminatory basis.

RULES AND REGULATIONS - CONTINUED

I. ASSIGNMENT OF RATE SCHEDULES

1. Customers:

   a. Initial Rate Schedule Assignment:
   At the time of Meter activation, Company shall estimate the annual usage of Customer (based upon the connected gas consuming appliances or equipment) and shall assign Customer to the applicable rate schedule. Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

   b. Rate Schedule Review
   Service under any rate schedule is subject to review by the Company or any time at the Customer's request. If reviewed, the Company will determine the annual usage of each Premise at calendar year end and shall assign each Premise under review to the rate schedule that corresponds to the Premise's respective annual Therm usage. Premises with less than twelve months of billing history will not be re-classed into a different rate schedule. Such rate schedule assignments shall be effective with the first billing cycle in July and not more than one change in rates shall be made within any twelve-month period. The Company shall not be required to make any refunds to Customers if actual annual usage is below the minimum usage level of the rate schedule assigned.

2. Pool Manager / Shipper / Off System Customers:

   a. SABS Rate Schedule:
   Upon initiation of service, all TTS Pool Managers shall be assigned to the SABS rate schedule.

   b. SAS Rate Schedule:
   Upon initiation of service, all CI Pool Managers shall be assigned to the SAS rate schedule.

   c. OS-DPO Rate Schedule:
   Upon initiation of service, any TTS Pool Manager or CI Pool Manager who has executed an Off-System Delivery Point Operator Agreement with Company shall be assigned to the OS-DPO rate schedule.

RULES AND REGULATIONS - CONTINUED

J. BILLING AND COLLECTING

1. Billing:

   a. Billing Periods:
   Each Customer's Meter will be read at regular intervals and bills will be rendered on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of Company within twenty (20) days from the date of presentation by the Company.

   When AMR is provided by the Company, the actual date of the AMR reading used for billing purposes for each Customer shall be determined by Company and shall be at monthly intervals, advanced or postponed by no more than five (5) days from the actual read date of the prior calendar Month, and bills for service will be rendered regularly on a monthly basis. Bills will be rendered as soon as practical after determination of their amount and shall be due and payable at the office of the Company in accordance with the Commission Rules and Regulations, and the requirements of this Section.

   b. Partial Month:
   Upon commencement of service less than fifteen (15) days prior to a regular monthly read date and when the service continues thereafter to the same Customer at the same address where the Customer is receiving service on monthly rate schedules, no bill will be rendered. for service covering such period, but the charge for such period will be included in the bill rendered for the next succeeding monthly billing period.

   c. Non-Receipt of Bills:
   Non-receipt of bills by Customer shall not release or diminish obligation of Customer with respect to payment thereof.

   d. Calculation of Bill:
      i. A Meter or Meters at each Company Delivery Point will measure Customer consumption and the Company shall apply appropriate conversion factors (including Btu factor) to determine Customer's usage and the Monthly Rates set forth in the applicable rate schedule shall be applied to determine the amount of Company's bill for service. Each bill regardless of type shall be subject to the applicable taxes and Billing Adjustments identified in this Tariff.

RULES AND REGULATIONS - CONTINUED

ii. If a Customer receives service under more than one rate schedule, the service rendered under each rate schedule shall be separately metered and separate bills shall be calculated. If a Customer receives service under a particular rate schedule but receives delivery thereof at more than a single Company Delivery Point, the Company shall consider such deliveries as separate service and will calculate separate bills.

e. Billing of Pool Manager's Charges:
The Company shall include TTS Pool Manager's charges, separately identified, on its monthly bill to individual Customers. The Company may, at its sole option, include Pool Manager's charges for other services on Company's monthly bill to Customers.

2. Back Billing:
The Company may back bill Customer for any period of up to twelve (12) Months for any undercharge in billing which is the result of the Company's error. In such instance, the Company shall allow the Customer to pay over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.

3. Delinquent Bills:
Bills are due when rendered and are delinquent in accordance with the rules established by Commission Rule 25-7.090.

4. Estimated Bills:
When there is good reason for doing so, the Company may estimate the Meter reading for billing purposes. In such circumstances, the word "Estimated" shall prominently appear on the bill.

5. Adjustment of Bills for Meter Error:

a. Fast Meters:
Whenever a Meter is found to have an average error of more than two percent (2%) fast, the Company shall refund to the Customer the amount billed in error for one-half the period since the last test, said one-half period not to exceed twelve (12) Months except that if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond, such date, based upon available records. If the Meter has not been tested in accordance with Rule 25-7.064 F.A.C., the period for which it has been in service beyond the regular test period shall be added to the twelve (12) Months in computing the refund. The refund shall not include any part of any minimum charge.

RULES AND REGULATIONS - CONTINUED

b. Slow Meters:
Except as provided by this sub-section, the Company may back bill in the event that a Meter is found to be slow, non-registering or partially registering. The Company may not back bill for any period greater than twelve (12) Months from the date it removes the Meter of a Customer, which Meter is later found by the Company to be slow, non-registering or partially registering. If it can be ascertained that the Meter was slow, non-registering or partially registering for less than twelve (12) Months prior to removal, then the Company may back bill only for the lesser period of time. In any event, the Customer may extend the payments of the back bill over the same amount of time for which the Company issued the back bill. Nothing in this sub-section shall be construed to limit the application of Subsection i. below.

i. Whenever a Meter tested is found to have an average error of more than two percent (2%) slow, the Company may bill the Customer an amount equal to the unbilled error in accordance with this Subsection. If the Company has required a deposit as permitted under Rule 25-7.065(2) F.A.C., the Customer may be billed only for that portion of the unbilled error that is in excess of the deposit retained by the Company.

ii. In the event of a non-registering or a partially registering Meter unless the provisions of Subsection iii. below apply, a Customer may be billed on an estimate based on previous bills for similar usage.

iii. It shall be understood that when a Meter is found to be in error in excess of the prescribed limits of two percent (2%) fast or slow, the figure to be used for calculating the amount of refund or charge shall be that percentage of error as determined by the test.

iv. In the event of unauthorized use, the Customer may be billed on a reasonable estimate of the gas consumed.

v. In the event of a Meter error, Company shall provide the corrected Meter readings for the applicable period defined above to the Customer, Shipper's Designee, or authorized Pool Manager to facilitate correction of the gas purchase bills provided to the Customer by their supplier.

RULES AND REGULATIONS - CONTINUED

1. Budget Billing Program (Optional):

   a. Residential Customers and non-residential Customers served under Rate Schedules GS-1 and GS-2 and may elect to make budgeted monthly payments of amounts due the Company to help stabilize monthly payments. To qualify for the Budget Billing Program, a Customer must be a year-round Customer with twelve (12) Months of consecutive bills and have zero balance owing when the Customer elects to participate in the Program. The Company may waive the zero balance requirement on a not-unduly discriminatory basis.

   b. If a Customer requests to make budgeted monthly payments, the initial budgeted monthly payment amount will be based on an average of the previous twelve (12) Months bills due the Company, including all applicable fees and taxes (excluding service charges and additional fees). The Company reserves the right to estimate increases or decreases over historical amounts in rate components (including taxes) to the account.

      After the Customer's budgeted monthly payment amount has been initially established, the Company may recalculate the budgeted monthly payment from time to time. If the recalculated budgeted monthly payment varies from the budgeted monthly payment amount then in effect, the Company may begin charging the recalculated amount on Customer's next successive bill.

   c. The Customer's budgeted monthly payment will be recalculated on each anniversary of the Customer's initial participation in the program. On such recalculation, any credit and debit deferred balance will be recalculated in the following year's budgeted monthly payment calculation.

   d. An electing Customer's participation in the budgeted payment plan will be continuous unless the Customer requests that participation in the plan be terminated or that gas service be terminated, or the Customer is delinquent in paying the budgeted payment amount and becomes subject to the collection action on the service account. At that time, the Customer's participation in the program will be terminated and the Customer shall settle their account with the Company in full. If a Customer requests to terminate participation in the program, but remains a Customer of the Company, the Customer shall pay any deferred debit balance with their next regular monthly bill, and any deferred credit balance shall be used to reduce the amount due for the next regular monthly bill.

RULES AND REGULATIONS - CONTINUED

7. Payments:
   a. Payment Methods:
      Customers may elect to pay their bill by cash, check, money order, credit card, debit card, automatic withdrawal from a bank account, or on-line via Company's website no later than twenty (20) Days from the date of presentation by Company.

      i. Customers may elect to pay their bill at a Company authorized payment agent listed on Company's website.

   b. Application of Payments:
      Customer payments received by the Company shall be applied to the billed charges as follows:

      i. Aging of Accounts Receivable:
         Oldest outstanding billed charges until fully satisfied following the payment application methodology specified below.

         Proceeding to the next oldest outstanding billed charge until either the entire payment has been applied or until the entire amount owed has been satisfied following the payment application methodology specified below.

   c. Payment Application Methodology:
      i. Separately stated taxes and fees, until fully satisfied; then,

      ii. Pool Manager's charges for the sale of Gas, if any, until fully satisfied; then

      iii. Company's regulated charges, until fully satisfied; then,

      iv. Other Company non-regulated charges, until fully satisfied; then other Pool Manager charges.

RULES AND REGULATIONS - CONTINUED

K. OBLIGATIONS OF COMPANY AND CUSTOMER

1. Obligations of Company:

   a. Operation of Company's System:
   Company shall use reasonable diligence in operating its system in order to insure a uniform and adequate delivery of Gas to meet Customers' requirements. Company is responsible for the sale of natural gas and transportation of Customer-owned Gas, as applicable, but is not responsible for providing Gas, except in the circumstances when the Company is providing SOLR Service to Company's TTS Customers.

   b. Company's Obligation to Provide Transportation Service to Customers:
   Notwithstanding all other applicable provisions of this Tariff and any Special Contract provisions to the contrary, Company shall be obligated to provide service to Customers if Customers' designated Pool Manager meets the delivery obligations as defined in Section W12. In the event Customers' designated Pool Manager fails to meet said delivery obligations, the Company shall have no obligation to provide service to said transportation Customers.

   c. Temporary Interruptions:
   Company may temporarily shut off the Meter to the Customer's premises after reasonable notice for the purpose of making necessary repairs or adjustments to Company's distribution facilities, and will endeavor to make such interruptions, if required, at a time, where possible, which will cause the least inconvenience to the Customer.

   d. Curtailments:
   Service may be curtailed or fully interrupted without notice in case of emergency at the sole discretion of Company in accordance with the provisions of the Curtailment plan, on file with the Commission. Company assumes no liability for any loss or damage that may be sustained by Customer by reason of any Curtailment or interruption of service rendered hereunder.

   e. Information to Customers:
   A copy of Company's approved Tariff is available for inspection on the Company's website.

RULES AND REGULATIONS - CONTINUED

2. Obligations of Customers:

   a. Access to Customer's Premises:
   Customer shall be obligated to allow Company or its duly authorized agents to enter Customer's premises at all reasonable hours for obtaining Meter readings, for shutting off the flow of Gas when necessary or due to any Customer delinquency or infraction, for inspecting, removing, repairing, or protecting from abuse or fraud any of the property of Company installed on the premises or for all other reasons set forth in other sections of these Rules and Regulations. Access shall be granted at all times for emergency purposes. Any refusal on the part of Customer to permit Company access to premises will be cause for discontinuance of service without liability to the Company.

   b. Right of Way:
   The Customer shall grant or cause to be granted to Company, without cost to Company, all rights, easements, permits and/or privileges that in Company's opinion are necessary for the rendering of service.

   c. Protection of Company's Property:
   All property of Company installed in or upon Customer's premises in supplying service is placed there under Customer's protection. All reasonable care shall be exercised to prevent loss of, or damage to, such property and, ordinary wear and tear excepted, Customer will be held liable for any such loss of property, and/or damage thereto and shall pay to Company the cost of necessary repairs or replacements.

   d. Interfering or Tampering with Company's Property:
   Customer will be held responsible for broken seals, tampering or any interference with Company's Meter or Meters, or other equipment of Company installed on Customer's premises. No one except employees or authorized agents of Company will be allowed to make any repairs or adjustments to any Meter or other piece of apparatus belonging to Company except in cases of emergency.

RULES AND REGULATIONS - CONTINUED

e. Non-Residential Customer Request to Increase Usage:
Non-Residential Customer at an existing premise shall notify Company of Non-Residential Customer's intent to increase its current annual usage by at least 25% at said premise at least sixty (60) days prior to the expected increase in usage.

Company shall respond to Non-Residential Customer's request within thirty (30) days of receipt, indicating Company's acceptance or denial of Non-Residential Customer's request and any limitations of service.

3. Conformance with Tariff:
Upon commencement of service, the Rules and Regulations and the applicable rate schedules of this Tariff shall be binding upon Customer and Company unless otherwise stated in a Special Contract as approved by the Commission in accordance with Commission Rule 25-9.034 FAC or as stated in a Flexible Gas Service Agreement.

RULES AND REGULATIONS - CONTINUED

L. FORCE MAJEURE

1. In the event either Company, Customer, Customer’s Agent or Pool Manager is unable wholly or in part by Force Majeure to carry out its obligations under this Tariff, or under a Special Contract, other than to make payments due thereunder, it is agreed that on such party giving notice and full particulars of such Force Majeure to the other party as soon as possible after the occurrence of the cause relied on, then the obligations of the party giving such notice, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch.

2. The term "Force Majeure", as employed herein, shall mean acts of God, strikes, lockouts, or other Industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government-mandated quarantines associated herewith, landslides, lightning, earthquakes, fires, storms, hurricanes or evacuation orders due to hurricanes, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, freezing of well or lines of pipe, partial or entire failure of source of supply, and any other cause, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome; such term shall likewise include (a) in those instances where either party is required to obtain servitudes, rights of way grants, permits, or licenses to enable such party to fulfill its obligations hereunder, the inability of such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitude, right of way grants, permits, or licenses; and (b) in those instances where either party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities or is required to secure grants or permissions from any governmental agency to enable such party to acquire, or the delays on the part of such party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies, permits and permissions.

3. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of an opposing party when such course is inadvisable in the discretion of the party having the difficulty.

M. DISCONTINUANCE OF SERVICE

The Company reserves the right, but assumes no liability for failure to do so, to discontinue service to any Customer for cause as follows:

1. Without Notice:
    a. For Customer's non-compliance with or violation of any State or municipal law or regulation governing gas service.

    b. For Customer's failure or refusal of the Customer to correct any deficiencies or defects in Customer's piping or appliances which are reported to Customer by Company.

    c. For Customer's failure or refusal to provide adequate space for the Meter and service equipment of Company.

    d. In the event of a condition known to Company to be hazardous.

    e. In the event of Customer's tampering with regulators, valves, Meters, or other facilities furnished and owned by Company.

    f. In the event of Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Company, before restoring service, may require the Customer to make at Customer's expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.

    g. Upon request by Customer, subject to any existing agreement between Customer and Company as to unexpired term of service.

2. With Notice:
    After five (5) Working Days' (any day on which the Company's business office is open and the U.S. Mail is delivered) notice in writing.

    a. For Customer non-payment of bills for gas service.

    b. When Company had reasonable evidence that Customer has been previously disconnected for nonpayment at present or other location and is receiving

RULES AND REGULATIONS - CONTINUED

Discontinuance of Service - With Notice Continued

service for his own use under a different name in order to avoid past due payments to Company.

c. For Customer refusal or failure to make a deposit or increase a deposit, when requested, to assure payment of bills.

d. For violation of these Rules and Regulations which Customer refused or neglects to correct.

e. For Customer's neglect or refusal to provide reasonable access to Company or its agents for the purpose of reading Meters or inspection and maintenance of equipment owned by Company.

Waiver of Discontinuance of Gas Service:
Discontinuance of gas service shall be temporarily waived in specific cases provided that service is medically essential and discontinuance will endanger life or require hospitalization to sustain life. Prior to granting a medical waiver, the Customer shall be required to furnish the Company written notice from a competent physician acceptable to the Company that service is required for life support.

Collection in Lieu of Discontinuance of Gas Service:
A Collection in Lieu of Discontinuance Charge (applicable Section O) shall be added to the Customer's past due bill when payment, inclusive of said charge, is made at a billed address prior to discontinuance of gas service for non-payment of Company's regulated charges.

Reconnection of Service:
When service has been discontinued for any of the reasons set forth in these Rules and Regulations, Company shall not be required to restore service until the following conditions have been met by Customer.

1. Where Service was Discontinued without Notice:
   a. The dangerous condition shall be removed and, if the Customer had been warned of the condition a reasonable time before the discontinuance and had failed to remove the dangerous condition, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

RULES AND REGULATIONS - CONTINUED

b. All bills for service due Company by reason of fraudulent use or tampering shall be paid, a deposit to guarantee the payment of future bills shall be made, and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

c. If reconnection is requested on the same premises after discontinuance, a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

2. Where Service was Discontinued with Notice:
    a. Satisfactory arrangements for the payment of all bills for service then due shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

    b. Satisfactory arrangement for the payment of all bills then due under a different name shall be made and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

    c. A satisfactory guarantee of payment for all future bills shall be furnished and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

    d. The violation of these Rules and Regulations shall be corrected and a reconnection fee as indicated and as applicable in Section O of these Rules and Regulations shall be paid.

3. Termination of Service at the Request of Customer:
    a. Change of Occupancy:
    Subject to any existing agreement by Customer and Company, if Customer wishes the gas service to be terminated, the Customer shall give notice to the Company at least three (3) days prior to the time that such termination shall become effective. Customer will be held liable both for any gas that may pass through the Meter and safe custody of the Company's property until three (3) days after such notice shall have been given, provided that the Meter and/or other movable equipment shall not have been removed within that time by the Company.

RULES AND REGULATIONS - CONTINUED

b. Removal of Service:
If Customer wishes Company's property to be removed, Customer shall give notice to the Company at least ten (10) Working Days prior to the time of such requested removal.

4. Termination of Customer by Pool Manager:
Any CI Pool Manager may terminate service for any reason to a Non-Residential Customer upon written notice to Company ten (10) days prior to the first day of the Month. Unless Company receives a subsequent enrollment request, said Non-Residential CFG Service Area or Indiantown Service Area Customer shall be assigned to a TTS Pool Manager or said Non-Residential Ft. Meade Service Area or FPUC Service Area Customer shall be assigned to the Company’s Regulated Sales Service Pool.

N. LIMITATIONS OF SUPPLY

Company reserves the right, subject to regulatory authority having jurisdiction, to limit, restrict or refuse service that will result in additions to its distribution system and/or production capacity and/or alterations in its contractual requirements of supply from nonaffiliated companies that may jeopardize service to existing Customers.

Under no circumstances is Company required to deliver hourly quantities of natural gas greater than the hourly quantities of natural gas that has been scheduled by the interstate or intrastate pipeline directly upstream of Company's facilities.

RULES AND REGULATIONS - CONTINUED

O. MISCELLANEOUS SERVICE CHARGES

	Customer Classification	
	Residential	Non-Residential
1. Service Connection Charge		
Regularly Scheduled	\$75	\$125
2. Service Reconnection Charge		
Regularly Scheduled	\$60	\$70
3. Change of Account Charge (Read Meter Only)		
Regularly Scheduled	\$45	\$45
4. Failed Trip Charge – Applies when Customer fails to keep a scheduled appointment with the Company's employee, agent, or representative		
Regularly Scheduled	\$55	\$55
5. Temporary Disconnection of Service Charge		
Regularly Scheduled	\$55	\$55
6. Field Collection Charge		
Regularly Scheduled	\$50	\$50
7. Bill Collection with Service Disconnect Charge		
Regularly Scheduled	\$50	\$50
8. Same Day or Outside Normal Business Hours Charge		
(If available)	\$200	\$200

9. Late Payment Charge:
A bill shall be considered past due upon the expiration of twenty (20) days from the date of presentation by Company. The balance of all past due charges for services rendered may be subject to a Late Payment Charge of 1.5% or \$5.00, whichever is greater, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge may be applied to the accounts of federal, state, and local governmental entities and instrumentalities at a rate no greater than allowed, and in a manner permitted by applicable law.

RULES AND REGULATIONS - CONTINUED

10. Worthless Check Service Charge:
    The service charge for each worthless check shall be determined in accordance with Section 68.065, Florida Statutes. Such service charge shall be added to the Customer's bill for gas service for each check dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the returned check charge.

Company may waive miscellaneous service charges for cause on a not unduly discriminatory basis.

RULES AND REGULATIONS - CONTINUED

P. MEASURING CUSTOMER SERVICE

All gas sold to Customer shall be measured by commercially acceptable measuring devices owned and maintained by the Company, except where it is impractical to Meter loads, such as street lighting, temporary or special installations, in which case the consumption may be calculated, or billed on a rate or as provided in Company's filed Tariff.

1. Individual gas metering by Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home and recreational vehicle parks for which construction is commenced after January 1, 1987. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual Meters shall not, however, be required:
    a. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration, as evidenced by non-structural element partition walls, unless Company determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;

    b. For gas used in central heating, central water heating, ventilating and air conditioning systems, or gas back up service to storage heating and cooling systems;

    c. For gas used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certified under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities. For separate, specially designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

In such multiple occupancy units, which would require the provision of individual gas service above the second story, unless specifically requested.

RULES AND REGULATIONS - CONTINUED

For purposes of this Section P:

1. "Occupancy unit" means that portion of any commercial establishment, single and multi-unit residential building, trailer, mobile home or recreational vehicle park, or marina which is set apart from the rest of such facility by clearly determinable boundaries as described in the rental, lease, or ownership agreement for such unit.

2. "Time-sharing plan" means any arrangement, plan, scheme, or similar device, whether by member ship, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration received a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than three years.

The construction of a new commercial establishment, residential building, marina, or trailer, mobile home or recreational vehicle park shall be deemed to commence on the date when the building structure permit is issued.

The individual metering requirement is waived for any time-sharing facility for which construction was commenced before January 1, 1987 in which separate occupancy units were not metered in accordance with Subsection 1.c. above.

Where individual metering is not required and master metering is used in lieu thereof, Sub-metering may be used by Customer of record/owner of such facility solely for the purpose of allocating the cost of the gas billed by Company. The term "cost" as used herein represents only those charges specifically authorized by Company's Tariff including but not limited to the Customer, energy, Purchased Gas Cost Recovery Factor, and conservation charges made by Company plus applicable taxes and fees to Customer of record responsible for the master Meter payments. The term cannot be construed to include late payment charges, returned check charges, the cost of the distribution system behind the master Meter, the cost for billing, and other such costs.

RULES AND REGULATIONS - CONTINUED

Q. WARRANTY, CONTROL, AND INDEMNIFICATION

1. Warranty:
   Pool Manager warrants that it will have good and merchantable title to, all Gas delivered by Transportation Service Provider to Company for Shipper's account at Transportation Service Provider’s Delivery Point(s), and that such Gas will be free and clear of all liens, encumbrances, and claims whatsoever. In the event any adverse claim in respect to said Gas is asserted, or Pool Manager breaches its warranty herein, Company shall not be required to perform its obligations to transport and deliver said Gas to Customer accounts in Pool Manager's Customer Pool or, subject to receipt of any necessary regulatory authorization, to continue service hereunder for Pool Manager until such claim has been finally determined; provided, however, that Pool Manager may receive service if i) in the case of an adverse claim, Pool Manager furnishes a bond to Company, conditioned for the protection of Company with respect to such claim, or ii) in the case of a breach of warranty, Pool Manager promptly furnishes evidence, satisfactory to Company, of Pool Manager's title to said Gas.

2. Control and Possession:
   Pool Manager shall be deemed to be in control and possession of Gas prior to delivery to the Company Receipt Point(s) or Transportation Service Provider Delivery Point(s); and Company shall be deemed to be in control and possession of the Gas to be transported by it upon delivery of such Gas by Transportation Service Provider to the Delivery Point(s), and until it shall have been delivered to Company's Point(s) of Delivery. Each party, while deemed to be in control and possession of such Gas, shall be responsible for, and shall indemnify and hold the other harmless from any and all claims, actions, suits, including attorney's fees, arising out of or relating in any way to custody and control of such Gas.

3. Indemnification to Company by Customer:
   The Customer shall indemnify, hold harmless, and defend the Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage, or injury to persons or property, in any manner directly or indirectly connected with or growing out of the distribution and/or transportation of Gas by the Customer, as such may be defined in the CI Pool Manager and TTS Pool Manager Agreements.

RULES AND REGULATIONS - CONTINUED

R. TRANSPORTATION SERVICE

1. Individual Transportation Service:

    a. Applicability:
    Individual Transportation Service is available to Customers who are served under Company's CTS Rider, FGS rate schedule, and Special Contract Customers. Individual Transportation Service Customers are required to execute the applicable Transportation Service Agreement, Contract Transportation Service Agreement, Flexible Gas Service Agreement, or Special Contract (that has been approved by the FPSC) with the Company.

    b. Company-Approved Pool Manager:
    Unless otherwise authorized by Company, all ITS Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company's Delivery Point(s). Customer shall have the right to change their Pool Manager pursuant to Section U4 below. Customer will not be charged to designate its initial Pool Manager. Ft. Meade and FPUC Service Area Customers will be charged a $23.00 fee if a Pool Manager is changed after its initial designation.

    c. Service Agreement:
    All Customers receiving Individual Transportation Service shall enter into the applicable Transportation Service Agreement with Company. Upon receipt of the Customer's executed Transportation Service Agreement, the Company shall have up to thirty (30) Days to initiate service under the Agreement, in addition to any time requirements for the physical extension or improvement to the Company's facilities required to provide such service.

    d. Service Initiation:
    Transportation Service may begin on the first day of the Month, provided that timely Nominations are submitted in accordance with the Company's Tariff, and such other actions as are required to cause Gas to be delivered to the Company for transportation to the Customer, are undertaken by Customer, or Customer's Agent.

RULES AND REGULATIONS - CONTINUED

a. Full Requirements:
All Customers receiving Individual Transportation Service shall transport all of their natural gas quantity requirements through Company's distribution system. Regulated Sales Service shall not be available from the Company. Gas quantities scheduled for delivery to the Company by the Customer, or Customer's Agent that are not in balance with actual metered consumption at the Company's Delivery Point shall be subject to the imbalance resolution provisions of this Tariff.

b. Electronic Measurement:
All Customers receiving Transportation Service, whose annual consumption of Gas exceeds 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense.

c. SAS Rate Schedule:
Upon initiation of service, all ITS Shippers shall be assigned to the SAS rate schedule.

d. Shipper Designee:
Marketers, brokers, or other third-party suppliers of Gas that wish to either act as Designees for Individual Transportation Service Customers or Off-System Delivery Point Operator Service Customer, shall be required to execute a Shipper's Designee Form with the Company. Customer's Designee shall warrant clear title, any Gas delivered into Company's system, and Customer's facilities. Designee shall be deemed to be in exclusive control and possession of Gas prior to delivery into Company's system for redelivery to Customer. Customer's Designee shall indemnify, defend, and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

e. Limitation of Transportation Service:

i. New Premise:
Company reserves the right, subject to the regulatory authority having jurisdiction, to limit or restrict usage through establishment of an MDTQ or refuse Transportation Service to a new premise that will result in additions to its distribution system that may jeopardize Transportation Service to existing Customers.

RULES AND REGULATIONS - CONTINUED

ii. Existing Premise:
Company may establish a MDTQ for Gas for Non-Residential Customers at an existing premise that requests an increase in annual usage, if, in the reasonable opinion of Company, establishment of an MDTQ is necessary to protect system integrity or to ensure other existing premises are not adversely affected by said Non-Residential Customer(s) request. Company shall not be obligated to transport Non-Residential Customer-owned Gas above Non-Residential Customer's MDTQ, if established, but may do so if feasible and without adverse effect to other Customers, in the reasonable opinion of Company.

2. Aggregated Transportation Services:

f. CI Pools:

i. Obligation to Serve:
Company is responsible for the transportation of Customers' Gas. Company is not responsible for providing Gas commodity for Customers. If Customer, or Customer's Agent, if applicable, fails to provide Gas, Company may disconnect service to Customer. In the event, the Company's authorized Pool Manager fails to cause to be delivered on any day at the assigned Company Receipt Point(s) with the Company, any portion of the quantities of Gas for transportation to the Customers in the Customer Pool, the Company may immediately seek the remedies set forth in Section S4, and the applicable provisions of the CI Pool Manager Agreement(s). If such remedies result in the termination of the Pool Manager, the Company shall immediately recall all capacity released to the Pool Manager and implement the Shipper of Last Resort Service for those Customers served in the Company's Indiantown and CFG Service Areas. Customers who are located in the Company's Ft. Meade and FPUC Service Areas will be assigned to Company's Regulated Sales Service Pool, until such time as the Customer is enrolled in an applicable Transportation Service program.

ii. Applicability:
Unless otherwise authorized by the Company, all Indiantown and CFG Service Area Non-Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s). All Ft. Meade and FPUC Service Area Non-Residential Customers shall have the option of using Company's Transportation Service and shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

RULES AND REGULATIONS - CONTINUED

i. Company-Approved Pool Manager:
Unless otherwise authorized by Company, Company will require all Non-residential Customers in the Indiantown and CFG Service Areas Customers and those Non-Residential Customers in the Ft. Meade and FPUC Service Areas who elect to use Company's Transportation Service to designate a Pool Manager from a list of approved Pool Managers posted by Company on Company's website. Customer shall have the right to change their Pool Manager pursuant to Section U4 below. Customer will not be charged to designate its initial Pool Manager. Ft. Meade and FPUC Service Area Customers will be charged a $23.00 fee if a Pool Manager is changed after its initial designation.

iv. New Customers:
New Customers in the Indiantown and CFG Service Areas must request CI Transportation Service by submitting a Request for Gas Service. New Non-Residential Customers located in the Indiantown and CFG Service Areas will be assigned to an applicable Customer Pool pursuant to Section U2 below.

New Customers in the Ft Meade and FPUC Service Areas must request CI Transportation Service by submitting a Request for Gas Service. All Non-Residential Customers in the New Ft. Meade and FPUC Service Areas will be assigned to an applicable Customer Pool pursuant to Section U2 below.

v. Service Initiation:
Service will be initiated to Customer pursuant to Section U2 below.

Notwithstanding the above provisions, the Company may extend the time period for the initiation of service to accommodate the physical extension or improvement of the Company's facilities required to provide such service.

vi. SAS Rate Schedule:
Upon initiation of service, all CI Pool Managers shall be assigned to the SAS Rate Schedule.

vii. Service Limitation:
Customers served under a FGS, CTS, or a Special Contract shall not be eligible to receive Aggregated Transportation Service unless otherwise approved by Company.

RULES AND REGULATIONS - CONTINUED

g. TTS Pools – Indiantown and CFG Service Areas:

iii. Obligation to Serve:

Company is responsible for the transportation of Customers' Gas. Company is not responsible for providing Gas commodity for Customer. If Customer, or Customer's Agent, if applicable, fails to provide Gas, Company may disconnect service to Customer. In the event, the Company's authorized Pool Manager fails to cause to be delivered on any day at the assigned Company Receipt Point(s) with the Company, any portion of the quantities of Gas for transportation to the Customers in the Customer Pool, the Company may immediately seek the remedies set forth in Section S4, and the applicable provisions of the Aggregated Transportation Service Agreement(s). If such remedies result in the termination of the Pool Manager, the Company shall immediately recall all capacity released to the Pool Manager and implement the Shipper of Last Resort Service, until such time as the Company can reasonably select a new Pool Manager. Indiantown and CFG Service Area Non-Residential Customers may participate in a TTS Pool by default or at Customer's request upon written consent from the TTS Pool Manager(s).

ii. Applicability:

Unless otherwise authorized by Company, all Indiantown and CFG Service Area Residential and Non-Residential Customers shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

iii. Company-Designated Pool Manager:

Company will initially assign the current Indiantown Customer Pool to a new TTS Pool served by the existing Indiantown Pool Manager. Current CFG Service Area Residential Customers will be allocated to their current TTS Pool. Indiantown and CFG Service Area Residential Customers are permitted to change Pool Managers once annually pursuant to Section U4 below.

Indiantown and CFG Service Area Non-Residential Customers may default to or elect to receive TTS Service, subject to acceptance of the Customer by the authorized Pool Manager. Once accepted, Non-Residential Indiantown and CFG Service Area Customers must remain with their chosen TTS Pool for a period of not less than twelve consecutive Months. The authorized Pool Manager shall cause Gas to be delivered to the Transportation Service Provider's point of delivery with the Company, for redelivery to the Point(s) of Delivery for each Customer in the Customer Pool. Ft. Meade and FPUC Service Area Non-Residential Customers are only eligible to receive Transportation Service through the CI Customer Pools.

RULES AND REGULATIONS - CONTINUED

iv. New Customers:
New Indiantown Service Area Non-Residential and CFG Service Area Non-Residential Customers must request to participate in a TTS Pool by submitting a Request for Transportation Service.

v. Service Initiation:
Upon receipt of Customer's Request for TTS Service, the Company and Pool Manager shall make all reasonable efforts to initiate Transportation Service in accordance with Customer's requested initiation date.

Notwithstanding the above provisions, the Company may extend the time period for the initiation of service to accommodate the physical extension or improvement of the Company's facilities required to provide such service.

vi. SABS Rate Schedule:
Upon initiation of service, all Indiantown and CFG Service Area TTS Pool Managers shall be assigned to the SABS rate schedule.

vii. Service Limitation:
Customers served under an FGS, CTS or a Special Contract shall not be eligible to receive Aggregated Transportation Service (either TTS or CI) unless otherwise approved by Company.

S. AUTHORIZED POOL MANAGERS

1. The Company, on behalf of the Customer Accounts in the TTS Customer Pool(s), shall, select qualified Pool Manager(s) to provide Gas supply and transportation management services to the TTS Customer Pool(s). The Company shall issue a Request for Proposal (RFP) from time to time, soliciting bids from qualified gas marketing companies interested in becoming a Pool Manager. The RFP shall be disseminated in such a manner as to ensure its reasonable distribution to gas marketing companies active in the Florida retail gas market. Nothing in this Tariff shall preclude the Company from joining with other parties to issue a joint RFP, combining Customer volumes from all parties, for the purpose of obtaining more favorable gas supply and transportation management terms.

2. <u>CI and TTS Pool Manager Minimum Requirements:</u>
   a. Pool Manager(s) shall be a duly authorized shipper on all Company's Transportation Service Provider's interstate pipeline systems.

   b. Pool Manager(s) shall demonstrate their capability to meet Company's standards for creditworthiness.

   c. Pool Manager(s) shall execute either a CI Pool Manager Agreement or a TTS Pool Manager Agreement, as applicable with the Company prior to providing gas supply and transportation management services to the Customer Pool(s).

3. <u>TTS Pool Manager's Obligation to Serve:</u>
   a. The Pool Manager(s) shall be required to provide natural Gas sales and management services to <u>all</u> of the Company's Indiantown and CFG Service Area Residential Customers and those Non-Residential accounts transferred into the Customer Pool, as well as other accounts that may be added to the Customer Pool during the term of the Agreement. Subsequent to the initial transfer of Customers into the Customer Pool as described, above, Customers shall be added to the Customer Pool as follows: (i) Indiantown and CFG Service Area Residential Customers receiving a new service connection for the purpose of initiating Transportation Service, (ii) Indiantown and CFG Service Area Residential Customers reactivating an existing disconnected service, (iii) Indiantown and CFG Service Area Non-Residential Customers, upon request, with the prior approval of the Pool Manager, (iv) Indiantown and CFG Service Area Non-Residential Customers unable to receive service from Transportation Service Provider or a gas marketer under the Individual Transportation Service Program, with the stipulations that a) Pool Manager may establish reasonable deposit or account security requirements prior to initiating gas service and, b)

RULES AND REGULATIONS - CONTINUED

TTS Pool Manager's Obligation to Serve Continued

such Customers may select another gas marketer and exit the Customer Pool at the beginning of any Month.

b. TTS Pool Manager(s) shall accept all Customers assigned to the Customer Pool by Company in accordance with the provisions established in this Tariff and the TTS Pool Manager Agreement and commit to providing gas service on a firm and continuous basis except in situations where the Company discontinues Transportation Service to Customer. Pool Manager shall have the right to discontinue deliveries of Gas for said Customer on the date of the discontinuation of service by Company, such date to be provided to Pool Manager by Company ten (10) Working Days prior to the discontinuation of service. Pool Manager shall have unrestricted right to discontinue Gas deliveries in the event of fraudulent or unauthorized use of Gas by Customer. Pool Manager shall provide notice to Company within twenty-four (24) hours of any termination of gas deliveries. At such time as all delinquent bills and amounts due Pool Manager are paid in full by Customer, any all damages and costs related to fraudulent or unauthorized use are recovered, Pool Manager shall immediately restore delivery of Gas for the Customer and promptly notify Company of such restoration. Pool Manager shall be governed by the Company policies related to medically critical service.

4. Pool Manager's Non-performance:
   a. The Company shall establish in the TTS Pool Manager and CI Pool Manager Agreements such standards of performance for the Pool Manager as are reasonably required to assure reliable service to the Customer Pool(s), and to ensure appropriate disposition of Operational Balancing Account transactions. At a minimum, all Pool Manager(s) shall be obligated to cause sufficient quantities of Gas to be delivered for the Customer Pool each and every day such that scheduled quantities for the Customer Pool remain in reasonable balance with actual consumption. The Company shall establish appropriate penalties to be enforced should the Pool Manager fail to perform. ` In the event of substantial non-performance, as defined in the TTS and CI Pool Manager Agreements, the Company shall terminate the Pool Manager, and implement the Shipper of Last Resort Service, until such time as the Company can reasonably select a new Pool Manager.

5. Rate Impact of Aggregation:
   Aggregated loads will not result in lower transportation rates for individual Customers.

T. CUSTOMER'S AGENT OR SHIPPER'S DESIGNEE

1. Designee Agreement:
   Marketers, brokers, or other third-party suppliers of Gas that wish to either act as Agents for Individual Transportation Service Customers or Off-System Delivery Point Operator Service and, shall be required to execute an ITS and OS-DPO Shipper Designee Form with the Company (Sheet No. 8.131).

2. Indemnification:
   Customer's Agent shall warrant clear title, or right to transport, any Gas delivered into Company's system, and Customer's Agent shall be deemed to be in exclusive control and possession of Gas prior to delivery into Company's system for redelivery to Customer. Customer's Agent agrees to indemnify, defend, and hold harmless Company from any and all claims, suits or damage actions arising out of deliveries on behalf of a transporting Customer.

RULES AND REGULATIONS - CONTINUED

U. ASSIGNMENT OR SELECTION OF POOL MANAGER

1. Approved Pool Manager:
   Unless otherwise authorized by Company, all Indiantown and CFG Service Area Customers and Ft. Meade and FPUC Service Area Customers who chose to utilize Company's Transportation Service shall utilize a Company-approved Pool Manager to arrange for delivery of Customer-owned Gas to Company at the Company's Receipt Point(s).

2. Service Initiation New Premise - Initial Service Assignment:
   New CFG and Indiantown Service Area Non-Residential Customers will be initially assigned to the daily prevailing TTS Pool until such time as Non-Residential Customer receives an initial bill from the Company and Non-Residential Customer submits a Letter of Authorization to a Company-approved replacement Pool Manager and replacement Pool Manager enrolls Non-Residential Customer into replacement Pool Manager's respective CI Customer Pool.

   New CFG and Indiantown Service Area Residential Customers will be assigned to the daily prevailing TTS Pool until such time as Residential Customer receives an initial bill from the Company and Residential Customer submits a Letter of Authorization to a Company-approved replacement TTS Pool Manager and replacement TTS Pool Manager enrolls Customer into replacement TTS Pool Manager's respective TTS Customer Pool.

   New FPUC and Ft. Meade Service Area CI Customers will be initially assigned to Company's Regulated Sales Service Pool until such time as Customer receives an initial bill from the Company and Customer submits a Letter of Authorization to a Company-approved Pool Manager and Pool Manager enrolls Customer into Pool Manager's respective CI Customer Pool.

3. Service Initiation - Existing Premise:
   To initiate Transportation Service that includes Individual Transportation Service and CI Transportation Service, a Customer requesting service at an existing premise shall select a Company-approved Pool Manager and initial Pool Manager shall enroll Customer electronically via Company's website. Prior to electronic enrollment, Pool Manager shall obtain a Letter of Authorization from the Customer in the form set forth on Sheet Nos. 8.134-8.137 of this tariff and have signed by the Customer prior to enrollment.

   Transportation Service by the Company to a Customer account to which an initial bill has been issued and for which service hereunder has been properly requested by electronic enrollment prior to the tenth (10^{th}) Business Day prior to the end of the month will commence on the first day of the following calendar month following receipt by the Company of the aforesaid electronic enrollment.

RULES AND REGULATIONS - CONTINUED

Service Initiation Existing Premise Continued:

For new Customer premises to which an initial bill has not been issued, Service will be delayed until the first day of the second calendar month following enrollment by the Pool Manager.

2. Service Transfer Between Pools:
To initiate the transfer of service between Transportation Service pools that includes Individual Transportation Service, CI Transportation Service, and TTS Service, a Customer shall select a Company-approved replacement Pool Manager and replacement Pool Manager shall enroll Customer electronically via Company's website. Prior to electronic enrollment transfer, Pool Manager shall obtain a Letter of Authorization from the Customer in the form set forth on Sheet Nos. 8.134-8.137 of this tariff and have signed by the Customer prior to enrollment. Transportation Service by the Company to a Customer account for which service hereunder has been properly requested by electronic enrollment prior to the tenth (10th) Business Day prior to the end of the month will commence on the first day of the following calendar month following receipt by the Company of the aforesaid electronic enrollment.

3. Reactivation of Existing Residential Customer Premise:
Residential Customers reactivating Transportation Service at an existing premise shall be assigned to the daily prevailing TTS Pool Manager.

6. Transfer of Residential Customer:
When a Residential Customer transfers Transportation Service from an existing premise to another premise, Customer will be assigned to the daily prevailing TTS Pool Manager.

7. Transfer of Non-Residential Customer:
When a Non- Residential Customer transfers Transportation Service from an existing premise to another premise, Customer will be assigned to the daily prevailing TTS Pool Manager, Customer must submit a new LOA to Pool Manager, and Pool Manager shall transfer service no later than ten (10) Working Days prior to the end of the Month to retain its selected Pool Manager at the new premise. All Ft. Meade and FPUC Service Area Non-Residential Customers who change Pool Managers will be charged a $23.00 fee when a Pool Manager is changed after Customer's initial designation.

8. Indiantown and CFG Service Area Non-Residential Customers Currently Receiving Service from CI Pool Manager:
Non-Residential Customers receiving service from a CI Pool Manager may select to be assigned to a TTS Customer Pool. Said Non-Residential Customer shall execute a Letter of Authorization specifying the TTS Pool Manager or shall be assigned by Company to a TTS Pool Manager no later than ten (10) Working Days prior to the end of the Month.

RULES AND REGULATIONS - CONTINUED

9. Ft. Meade and FPUC Service Area Non-Residential Customers Currently Receiving Service from CI Pool Manager:
   Non-Residential Customers receiving service from a CI Pool Manager may select to be assigned to Company's Regulated Sales Service. Said Non-Residential Customer shall execute a Request to Return to Regulated Sales Service Form no later than ten (10) Working Days prior to the end of the Month. Customer who elects to return to Company's Regulated Sales Service Pool will be required to remain on Regulated Sales Service for a period of not less than twelve (12) Months.

10. Termination of Shipper Status:

    a. CI Pool Manager:
       If Company terminates a CI Pool Manager, CI Pool Manager's Indiantown and CFG Service Area Customers shall be assigned by Company to a TTS Pool Manager or CI Pool Manager Ft. Meade and FPUC Service Area Customers shall be assigned by Company to Company's Regulated Sales Service Pool.

    b. TTS Pool Manager – Indiantown and CFG Service Areas:
       If Company terminates a TTS Pool Manager, TTS Pool Manager's Customers shall revert to the remaining TTS Pool Manager(s) until a replacement TTS Pool Manager is approved. Upon selection of a replacement TTS Pool Manager, such Customers shall be transferred back to the replacement TTS Pool Manager. If all TTS Pool Managers' rights are terminated, Company shall serve Customers in the TTS program under its SOLR Service, until a replacement TTS Pool Manager is approved or any Non-Residential Customers select a CI Pool Manager in accordance with Section 3 above.

11. Assignment or Selection of Shipper Pricing Options by Customers:

    a. Residential Customers – Indiantown and CFG Service Areas:
       Residential Customers assigned to a TTS Pool Manager shall receive the standard pricing option as identified in Company's TTS Pool Manager Agreement with each TTS Pool Manager. Residential Customers transferring service from an existing premise to another premise shall, upon request by Customer, retain the standard pricing option with the same TTS Pool Manager at the original premise. Residential Customers shall, request to change their selection of TTS Pool Manager once within a twelve-Month period. Company does not assume any liability related to the selections made by each Residential Customer and does not warrant that each Residential Customer will select the TTS Pool Manager that is most advantageous.

RULES AND REGULATIONS - CONTINUED

b. Non-Residential Customers:

i. CI Pool Manager:
Non-Residential Customers selecting an approved CI Pool Manager shall establish price and other terms and conditions of service directly with the selected CI Pool Manager.

1. Selection of CI Pool Manager – Indiantown and CFG:
Non-Residential Customers in a TTS Customer Pool may select any approved CI Pool Manager at any time in accordance with Section U2 or U3 above.

2. Selection of CI Pool Manager – Ft. Meade and FPUC Service Areas:
Non-Residential Customers participating in Company's Regulated Sales Service Pool may select any approved CI Pool Manager at any time in accordance with Section U2 or U3 above.

ii. TTS Pool Manager – Indiantown and CFG:
Non-Residential Customers assigned to a TTS Pool Manager shall receive the standard pricing option as identified in Company's TTS Pool Manager Agreement with each TTS Pool Manager. Non-Residential Customers in the TTS program who transfer service from an existing premise to another premise shall, upon request by Customer, retain the standard pricing option in effect at the original premise.

1. Selection of TTS Pool Manager:
Non-Residential Customers in a TTS Customer Pool may, by submitting a fully executed Letter of Authorization, request to change their TTS Pool Manager once within a twelve-Month period

V. INITIATION OF TRANSPORTATION SERVICE

Initiation of Pool Manager Service:
Any Company-approved Pool Manager or Shipper Designee that is authorized to deliver Gas to Company's Receipt Point(s), which is subsequently delivered by Company at the Company's Delivery Point(s) under one of the Company's Transportation Service Programs will be required to meet the following provisions before service can be initiated to the Pool Manager.

1. TTS Pool Manager Requirements:
   a. TTS Pool Manager(s) selected by the Company shall:
      i. Execute a TTS Pool Manager Agreement (Sheet Nos. 8.157-8.170);
      ii. Establish credit sufficient to Company in accordance with these Rules and Regulations; and
      iii. Agree to receive SABS service.

2. TTS Pool Manager Competitive Bid Process:
   a. Through a competitive Request for Proposal process, the Company shall select one or more TTS Pool Managers to provide gas supply and related services to the Company's TTS Customers.

3. Allocation of Customers to TTS Pool Managers (Indiantown and CFG Service Areas):
   Customers shall be initially assigned to the TTS Customer Pools. Residential Customers may request to change their selection of TTS Pool Manager once within a twelve-Month period. Company does not assume any liability related to the selections made by each Customer and does not warrant that each Customer will select the TTS Pool Manager that is the most advantageous. Non-Residential CFG Service Area and Indiantown Service Area Customers can select any Company-approved CI Pool Manager and exit the TTS program in accordance with Section U3.

4. CI Pool Manager Requirements:
   a. An entity is eligible to become a CI Pool Manager shall:
      i. Execute a CI Pool Manager Agreement (Sheet Nos. 8.153-8.156);
      ii. Establish credit sufficient to Company in accordance with these Rules and Regulations;
      iii. Agree to retain copies of fully executed Customer Letter of Authorizations and provide such LOA upon request by the Company and
      iv. Agree to receive SAS service.

RULES AND REGULATIONS - CONTINUED

5. Establishment of Credit:
    a. All Pool Managers shall establish credit prior to commencing deliveries of Gas and shall maintain such credit during the term hereof. The amount of credit established by each Pool Manager will be equal to the greater of $10,000 or an amount equal to Pool Manager's highest two (2) months aggregated Daily Demand Requirement for the most recent 24-month period multiplied by the applicable Transportation Service Provider's applicable rate schedule(s). Credit will be established by one of the following methods:

        i. Payment of a cash deposit with Company;
        ii. Furnishing an irrevocable letter of credit from a bank;
        iii. Furnishing a surety bond issued by an entity acceptable to the Company;
        iv. Possessing and maintaining a Standard & Poor's Long-Term Debt Rating of A- or better, a Moody's rating of A3 or better, or a comparable rating by another nationally recognized rating organization acceptable to Company; or
        v. Providing an acceptable parental or corporate guarantee.

    If the Pool Manager seeks to establish credit, Pool Manager shall furnish to Company Pool Manager's audited financial statements (accompanied by the opinion of and independent certified public accountants or chartered accountants of a recognized national or regional standing) for at least the two most recently completed fiscal years.

    All Pool Manager deposits will be subject to an annual review by Company and will be adjusted and billed accordingly. The minimum deposit maintained by each Pool Manager will be $10,000.

W. CAPACITY ASSIGNMENT AND RECALL

1. <u>Intent of Capacity Release:</u>
   Company, through its Service Agreements with Transportation Service Providers, has contracted for firm capacity rights on the Transportation Service Providers' pipeline systems. Company will temporarily relinquish capacity to Customer or Pool Manager, as applicable, each Month, utilizing the methodology described below, on Transportation Service Provider's systems for Customers and Pool Managers' use in transporting Gas to Company's Individual Transportation Service, CI, and TTS Customer Pool(s). Company will retain enough capacity to serve Company's Regulated Sales Service Customer Pool each Month.

2. <u>Capacity Release Methodology:</u>
   The Company shall retain, adequate quantities of capacity on Transportation Service Providers' systems to serve Company's Regulated Sales Service Customer Pool prior to the allocation of capacity to Individual Transportation Service Customers who have executed a capacity release agreement with the Company, and Pool Manager Customer Pools. The Company shall temporarily relinquish quantities of Transportation Service Provider Capacity to i) individual Customers who have executed Capacity Release Agreements with the Company, ii) TTS Pool Managers, and iii) CI Pool Managers each Month.

3. <u>Daily Demand Requirement Calculation and Quantity of Capacity for Release:</u>
   Each Month after adequate capacity is allocated to Company's Regulated Sales Service Pool, Company shall determine the aggregated DDR to be relinquished to each Aggregated Transportation Service Pool Manager using the following methodology:

   a. For each existing and new Aggregated Transportation Service Customer (both CI Daily and Cycle Read Pools and TTS Pool(s)), the aggregated DDR shall be determined by using the prior year's applicable Month Gas consumption for each Customer in the Customer Pool (adjusted for Customer additions and losses from the succeeding eleven-Month period) and dividing by the number of days in the applicable Month, then dividing the result of this calculation (Therms per Gas Day) by ten (10) (to convert Therms to Dekatherms); and then rounding up to the next whole Dekatherm. In the case of the CI Daily Read Pool(s) and only for the purposes of calculating the Pool Manager's aggregated Daily Capacity (release) Quantity ("DCQ"), the aggregated DDR calculated above will be multiplied by 0.50. CI Daily Read Pool Managers may request and Company may provide, in Company's sole discretion, up to one hundred percent (100%) of Customer's total historical DDR.

RULES AND REGULATIONS - CONTINUED

Daily Demand Requirement Calculation and Quantity of Capacity for Release Continued

b. Each Month, the Company shall determine the total aggregated DDR for each Customer Pool, in accordance with the methodology described herein. Adjustments to Pool Manager's aggregated DDR will occur from time to time to reflect changes in the Company's weighted average cost of capacity and as a result of the enrollment and transfer of Customers to and between Customer Pools.

   For each existing and new Individual Transportation Service Customer, Company will relinquish capacity based on Customer MDTQ as provided in the Capacity Release Agreement (if any) between Customer and Company. Customer must elect a MDTQ of sufficient quantity to satisfy the Customer's Monthly natural gas requirements. Company will provide Customer a twelve-Month consumption history to assist in making its initial election.

c. Remaining capacity, if any, may be allocated to the Company's Regulated Sales Service Pool and TTS Pool(s) on a pro-rata basis based on the prior Month's actual throughput for each of the Regulated Sales Service and TTS Pool(s).

4. Scope of Capacity Release:
   a. Pool Manager Service Agreements with Transportation Service Providers:
   Pool Manager shall enter into all required agreements with each Transportation Service Provider so that Pool Manager has all necessary rights to accept and acquire the relinquished capacity from Company hereunder. Capacity releases shall be made on a temporary basis, in accordance with applicable FERC rules and regulations, as they may change from time to time. Pool Manager shall have sole responsibility for complying with all provisions of such agreements and all applicable provisions of Transportation Service Providers' FERC Tariffs.

   b. Relinquishment Notices:
   Each Month, Company shall provide to Transportation Service Providers the notice of capacity release required under the rules and regulations of the respective Transportation Service Provider's FERC Tariff. Such notices shall offer to relinquish, on a temporary basis, that portion of the Pool Manager's aggregated DCQ to be relinquished by Company by Customer Pool. Company shall diligently and in a time sufficient for Pool Manager to commence use of the released capacity, take all other actions required under the rules and regulations of the respective Transportation Service Provider's FERC Tariff to relinquish capacity to Pool Manager. Capacity releases will be released to Customers, Pool Managers, and Shipper's Designee(s) pursuant to Company's state-approved

RULES AND REGULATIONS - CONTINUED

Relinquishment Notices Continued

retail choice programs as set forth in this Section W. of this Tariff.

c. Acceptance of Capacity Release:
Pool Manager shall diligently and in a timely manner take all actions necessary under the rules and regulations of Transportation Service Provider's FERC Tariffs to acquire and accept the capacity relinquished by Company. Company has no obligation to relinquish capacity to Pool Manager in quantities greater than the Aggregated DCQ. If after five (5) days, Pool Manager does not acquire requisite capacity, Pool Manager may be terminated.

5. Capacity Exceeding Released Quantities:
If Pool Manager's Customer Pool's aggregated DDR is greater than Pool Manager's Customer Pool's aggregated DCQ, Pool Manager shall be responsible for taking such actions as are required to obtain sufficient Transportation Service Provider capacity to meet its Customer Pool requirements (aggregated DDR), such additional quantities shall be defined as Pool Manager's Customer Pool's Daily Delivery Capacity Variance ("DDCV"). Pool Manager may acquire such Transportation Service Provider capacity quantities from any source.

6. Capacity Charges:
Pool Manager shall pay to Transportation Service Provider the rate listed in Company's relinquishment notice. Such rate will be based on Company's annualized weighted average cost of capacity excluding releases to ITS Customers, Customers receiving service under Rate Schedules FGS and Rider CTS, those Customers served by the Company pursuant to a Special Contract, those Customers who utilize upstream capacity released by the Company pursuant to an asset management agreement, and capacity released by Company pursuant to a long term capacity release i.e., a period a longer than one (1) year) or the negotiated rate for the capacity relinquished by the Company. Pool Manager shall indemnify Company and hold it harmless from any and all rates and charges assessed by Transportation Service Provider to Company for the relinquished capacity.

7. Capacity Payments:
Pool Manager shall make all payments to Transportation Service Provider(s) for the relinquished capacity in accordance with Transportation Service Provider's FERC Tariffs, and by any applicable FERC rule or order. If Pool Manager fails to make such payments, Company may make such payments on behalf of Pool Manager (in a manner which preserves any rights which Pool Manager may have to dispute the nature or amount of the charges). Pool Manager shall reimburse Company for such payments

RULES AND REGULATIONS - CONTINUED

Capacity Payments Continued

inclusive of interest, at the highest interest rate allowed by law, from the date such payments are made by Company to Transportation Service Provider.

8. Recall Rights to Released Capacity:
   a. All capacity relinquished to Pool Manager by Company, may be recalled by Company from time to time to facilitate the redistribution of capacity among Pool Managers to accommodate Customer migration, or to change the rate of the release regardless of the term of a specific capacity release by Company to Pool Manager.

   b. Company shall have the right to recall temporarily or permanently a portion or all of the capacity relinquished hereunder, subject to the applicable notice requirements in Transportation Service Providers' FERC Tariffs, in the event that Pool Manager breaches its contractual obligations of payment to Transportation Service Provider for the released capacity; or (ii) Pool Manager otherwise breaches the terms and conditions of this Tariff. In the event Company temporarily recalls a portion of the relinquished capacity, Company shall re-release such capacity to Pool Manager within ten (10) Working Days after Pool Manager has provided assurance satisfactory to Company, in Company's reasonable discretion, that the cause which gave rise to Company's recall right has been removed.

   c. Capacity is required to serve Company's high priority Customers or to maintain the operational integrity of Company's distribution system(s).

   d. A Pool Manager's failure to meet the security requirements of this Tariff.

   e. A filing of bankruptcy by a Pool Manager.

   f. An order from the FPSC or FERC where recall would be necessary to comply with Commission orders.

9. Retained Right of First Refusal:
   Company shall retain the sole right to affirmatively exercise, at the time specified in the Service Agreement, Transportation Service Provider's FERC Tariffs, or any FERC rule or order, any right of first refusal mechanism (however denominated), including the option to extinguish such right, applicable to the relinquished capacity; provided, however, that Company may not exercise any such right in a manner which would impair Pool Manager's right to use the relinquished capacity during the term of any release.

10. Periodic Open Seasons:
Company may hold an open season for incremental capacity releases not less than once per year. The open season may be held from April 1st through April 15th of each calendar year or other such period that Company may elect. Primary firm capacity from

the Company's interstate capacity portfolio will be made available to on-system Customers and Pool Managers on an as-available basis.

Releases by the Company will be for a period of not less than one year. Incremental quantities when aggregated with existing capacity release quantities made by Company to a Customer or Pool Manager will be not greater than the monthly historical demand quantity of the Customer or Customer Pool.

Releases requested during the applicable open season period will be awarded on a pro-rata basis and the awarded releases will be implemented not later than June 1st of the same calendar year or the first calendar Day of the month following the first full month after capacity has been awarded to the acquiring Customer or Pool Manager. Capacity awarded, if available, will be made on a not unduly discriminatory basis by the Company.

11. Capacity Acquisition:
    a. Customer Pools:
    Company shall provide to Pool Managers each Month, at least four (4) Days prior to Transportation Service Provider's deadline for posting capacity releases for the first day of the following Month, (i) a list of the accounts comprising Pool Manager's Customer Pool and the associated Non-Residential Customer DDRs, ii) the estimated total Gas requirements to meet the needs of each of Pool Manager's Customer Pools for such following Month i.e., Pool Manager's aggregated DDR and, (iii) the aggregated DCQ that Company proposes to relinquish to Pool Manager for each Customer Pool. Pool Manager shall confirm the accuracy of the list of accounts comprising Pool Manager's Customer Pool with Company within one (1) Business Day after delivery of the Customer list to Pool Manager. If Pool Manager fails to confirm the accuracy of said list, Company shall proceed with the release to Pool Manager based on the information provided.
    b. Maximum Daily Transportation Quantity (MDTQ):
    Company may establish a MDTQ for Gas for one or more Customer(s) or Pool Manager(s) if, in the reasonable opinion of the Company, it is necessary to protect system integrity or to ensure existing Customers are not adversely affected by Customer(s) and or Pool Manager(s) requiring an MDTQ. Company shall not be

RULES AND REGULATIONS - CONTINUED

Maximum Daily Transportation Quantity (MDTQ) Continued

obligated to transport Gas above the Customer's or Pool Manager's MDTQ, if established, but may do so if feasible and without adverse effect to other Customers, in the reasonable opinion of the Company.

12. Pool Manager's Firm Delivery Requirements:
    a. Unless excused by Force Majeure, Pool Manager shall cause Transportation Service Providers to deliver on each Gas Day to Company Primary Receipt Points where Company is the DPO a quantity of Gas sufficient to reliably serve the requirements of its Customer Pool and off-system Customers. Pool Manager shall have no obligation to deliver Gas to Company on behalf of Customers whose service is terminated, either upon request of the Customer or for cause. Company shall promptly notify the Pool Manager of any known change in Customer account status that will affect Gas quantity deliveries.

    b. If any act or omission of Pool Manager causes Company, as the DPO, to incur any Transportation Service Provider penalties, other expenses or liabilities of any kind, Pool Manager will indemnify and reimburse Company for all said penalties, other expenses, or liabilities. Nothing herein shall be deemed to foreclose Company from employing other remedies, including cessation of deliveries for the unauthorized usage of Gas.

X. NOMINATIONS AND SCHEDULING

Nominations and Scheduling:
All TTS Pool Managers and CI Daily and Cycle Read Pool Managers, shall submit to the Company all Nomination and scheduling information affecting Company's Delivery Points simultaneous to any submission to Transportation Service Provider(s). In addition, each Customer, Pool Manager, or Shipper Designee shall submit to Company each day Nominated quantities for each Individual Transportation Service Customer that is required to have and has electronic telemetering equipment installed, ("Telemetered Customer").

CI Cycle Read Pools will be permitted one Nomination change within the Month. Such Nomination must be delivered to Company no later than the fifteenth (15^{th}) of the applicable Month.

TTS Pool(s) and CI Daily Read Pool(s) will be permitted to change Nominations throughout the applicable Month.

Such Nomination shall include the following information:

1. The Customer, Shipper's Designee or Pool Manager's account number under which service is being nominated – "Del Loc" (Delivery Location);
2. The Company Receipt Point location including applicable POI and upstream pipeline name, package ID "Pkg ID" (Package ID), including Customer's or Pool Manager's Company account number "Dn K" (Downstream Contract), and quantity in Therms of Gas to be tendered at each Company Receipt Point "Nom Del Qty" (TPS Delivery Quantity);
3. The downstream delivery facility name, and quantity in Therms of Gas to be delivered for each Company Customer account or Pool "Dn Name" (Duns Number);
4. A beginning and ending date for each Nomination;
5. Ranking for allocation 'Del Rank" (Delivery Rank)

Only Nominations with clearly matching identifiers will be scheduled and subsequently delivered by Company.

Transportation Interruption and Curtailment:
Company shall have the right to reduce or completely curtail deliveries to Customers as follows:

1. If, in Company's opinion, Customer will overrun the volume of Gas to which it is entitled from its supplier (or overrun the volume of Gas being delivered to Company for Customer's account); or
2. In the event Company is notified by its delivering pipeline pursuant to the FERC approved curtailment plans or provision of its tariff to interrupt or curtail deliveries; or
3. When necessary to maintain the operation reliability of Company's system.

RULES AND REGULATIONS - CONTINUED

Transportation Interruption and Curtailment Continued

Company will endeavor to give as much notice as possible to Customer in the event of interruption or curtailment. Any Gas taken in excess of an interruption or curtailment order shall be considered Unauthorized Gas Use.

Unassigned Gas
"Unassigned Gas" shall mean any quantity of gas received at a Company Receipt Point for which there is no transportation nomination that can be readily identified by Company and assigned by Company to the appropriate Customer(s), Shipper's Designee(s), and Pool Manager(s).

Company shall post on its website the quantity, production month received on the Company's system, and the point of receipt associated with any Unassigned Gas ("Notice"). Company shall continue to post the Notice for a period of not less than one Business Day.

In order to be a valid claim for purposes hereof, a claim must:

1. Be provided to the Company in writing;
2. Identify the specific Unassigned Gas delivered;
3. Provide independent evidence of ownership of Unassigned Gas claimed; and
4. Agree to indemnify Company fully with respect to any adverse claims to ownership of the Gas or to the proceeds resulting from the sale thereof.

If a valid claim is received, such quantities will be subject to purchase by the Company at seventy-five percent (75%) of the Gas Daily index for Gas delivered at the Florida City Gate.

If a valid claim is not received, such quantities of Gas will be credited to the Company's Regulated Sales Service fuel clause.

Y. OPERATIONAL CONTROLS

1. Operational Controls Applicability:
   Operational Controls shall be applicable to all Customers, Customer Pools, Pool Managers, and Shipper Designees with the exception of Company's TTS and CI Cycle Read Pool(s).

2. Contact Persons:
   Any Customer taking delivery of Gas from Company or any Pool Manager or Shipper Designees causing Gas to be delivered to Company, shall cooperate fully with Company in maintaining the integrity of its system. All Customers, Pool Managers, and Shipper's Designees shall name an appropriate contact person(s) available to receive communication from Company on operating matters at any time, on a 24-hour a day, 365-day a year basis. For all Residential Customers, the contact person shall be that individual listed in the Company's records as the applicant for service or the account holder of record. If Company is unable after reasonable efforts to contact any Customer or Customer's contact person, such Customer shall be solely responsible for any consequences arising from such failure of communication.

3. Maintaining Proper System Pressure:
   In the event that Company determines in its sole discretion, reasonably exercised, that action is required to avoid an operating condition in which system pressure is not maintained, in which system pressure is maintained at an operationally unacceptably high level, and/or Transportation Service Provider has issued an operational directive under Transportation Service Provider's Tariff, Company may issue the following Operational Controls to Customers, Shipper Designees, and/or Pool Managers.

4. Operational Flow Orders (OFO) Notices:
   The Company may issue an OFO notice and shall promptly notify via electronic means (electronic bulletin board, e-mail or telephone) all affected Customers, Customer's Designees and Pool Managers causing Gas to be delivered to the Company's Receipt Point(s), that such OFO has been issued.

   a. Operational Flow Orders – Action Required:
      Such Operational Flow Orders may require Customers, Customer's Designees and Pool Managers to undertake any of the following:

      i. Company may issue an Operational Flow Order to individual Customer, Shipper's Designees, and Pool Managers, specific geographic regions, or at one or a group of specific Company Receipt Points.
      ii. To commence or increase supply inputs by a specific quantity.
      iii. To cease or reduce supply inputs by a specified quantity.

RULES AND REGULATIONS - CONTINUED

Operational Flow Orders – Action Required Continued

iv. To commence or increase takes of Gas from the system by a specified volume.
v. To reduce takes of Gas from the system by specified volumes.
vi. In the event the action(s) set forth in (a)-(e) are not operationally feasible, the Operational Flow Order may require Customers, Customer's Designees and Pool Managers, to take other such action within Customers, Customer's Designees and Pool Managers control which would tend to alleviate the operating condition to be addressed.

b. Failure to Comply with Operational Flow Orders:
If the Customers, Customer's Designees, or Pool Managers violates the terms of the OFO, the Company shall charge the responsible Customers, Customer's Designees and Pool Managers:

i. If the Customers, Customer's Designees, or Pool Managers violates the terms of the OFO (i.e. is outside the established percentage usage tolerances of the notice), the Company shall charge the responsible Customers, Customer's Designees and Pool Managers two (2) times the applicable Transportation Service Provider'(s) FERC approved Tariff OFO penalty. Company may waive OFO penalties on a nondiscriminatory basis.

c. Imbalances incurred on the of the Operational Flow Order shall be included in Customer or Pool Manager's monthly imbalance quantity and will be subject to monthly balancing.

5. Alert Day Notices:
The Company may issue an Alert Day notice when in its sole discretion. Alert Days will be used when other operational tools are perceived to be inappropriate to resolve the operating situation and shall promptly notify via electronic means (electronic bulletin board, e-mail or telephone) all affected Customers, Customer's Designees and Pool Managers causing Gas to be delivered to the Company's Receipt Point(s), that such Alert Day notice has been issued.

a. Alert Day Notice – Action Required:
Such Alert Day Notices may require Customers, Customer's Designees, and Pool Managers to undertake any of the following:

RULES AND REGULATIONS - CONTINUED

Alert Day Notice – Action Required Continued

i. Company may issue an Alert Day to individual Customers, Customer's Designees and Pool Managers, specific geographic regions, or at one or a group of specific Company Receipt Points.

ii. In the event the action(s) set forth above are not operationally feasible, the Alert Day notice may require Customers, Shipper's Designees, and Pool Managers, to take other such action within Customer's, Shipper's Designee's, or Pool Manager's control which would tend to alleviate the operating condition to be addressed.

b. Failure to Comply with Alert Day Notice:
If the Customers, Customer's Designees, or Pool Managers violates the terms of the Alert Day notice, the Company shall charge the responsible Customers, Customer's Designees and Pool Managers:

i. For an overage Alert Day, two (2) times Transportation Service Provider's FERC approved Tariff Alert Day penalty.
ii. For an underage Alert Day, 50% (fifty percent) of Transportation Service Provider's FERC approved Tariff Alert Day penalty.
iii. Company may waive Alert Day penalties on a nondiscriminatory basis.

c. Imbalances incurred on the day of the Alert Day will not be included in Customer or Pool Manager's monthly imbalance quantity and will not be subject to monthly balancing.

6. Pipeline Balancing Charges:
As the DPO, the Company shall comply with any operational balancing tools order issued by Transportation Service Provider(s), and as applicable, the Company, shall issue penalty charges directly to the responsible Customer(s), Customer's Designees and Pool Managers(s), to the extent such charges are able to be directly assigned. The remaining balance of such charges, if any, shall be allocated on a pro-rata basis to Company's Operational Balancing Account and/or Purchased Gas Cost Recovery Clause, if applicable.

RULES AND REGULATIONS - CONTINUED

7. Disposition of Penalties:
   All penalties, net of payments to third parties, collected by the Company related to the operational control of the system, shall be issued directly to the responsible Customer(s), Shipper Designees and/or Pool Managers(s), to the extent such charges are able to be directly assigned. The remaining balance of such charges, if any, shall be allocated on a pro-rata basis to Company's Operational Balancing Account and/or Purchased Gas Cost Recovery Clause, if applicable. The Company shall not, under any circumstances, retain any of the penalties collected from Customers, Customer's Designees, or the authorized Pool Manager, nor absorb any costs related to complying with valid Transportation Service Provider Operational Tool orders.

RULES AND REGULATIONS - CONTINUED

YY. IMBALANCE RESOLUTION

1. Monthly Imbalances:
   The balancing of the quantity of Gas scheduled and nominated for each Customer or Customer Pool at all Company Receipt Points for which Company, or Company's agent, is the DPO, and the actual usage by the sum of all Individual Transportation Service Customers and Customer Pools served by each Customer, Shipper Designee, or Pool Manager shall be calculated on a Monthly basis. Long or short Monthly Imbalance Quantities for each individual Customer Pool will be netted against Customer Pools administered by the same Pool Manager provided however, Customer Pools with an Imbalance Level (long or short) greater than 20% will not be eligible to be netted. The Company and Customer, Shipper's Designee or Pool Manager shall resolve all remaining Monthly Imbalance Quantities at the end of each Month, as follows:

   a. If the Monthly Imbalance Quantity is long (amount of Gas scheduled is greater than aggregated actual usage by Customer Pool(s)), the Company shall purchase from Customer or Pool Manager such Monthly Imbalance Quantity at a price per Therm (the "Unit Price") calculated by taking: (i) the lowest weekly average (weeks where Friday is within the calendar Month) of the "Daily price survey" for Gas under the "Midpoint" column for "Florida Gas, zone 1", "Florida Gas, zone 2" or "Florida Gas, zone 3", as reported in *Platt's Gas Daily*, for the Month in which the positive (long) Monthly Imbalance Quantity was incurred, multiplied by the applicable factor set forth below:

Imbalance Level	Factor
0% to 5%	1.00
Greater than 5% to 20%	0.90
Greater than 20%	0.80

The total amount due Customer, Shipper Designee, or Pool Manager shall be the product of the Unit Price and the positive (long) monthly imbalance.

   b. If the Monthly Imbalance Quantity is short (amount of Gas scheduled is less than aggregated actual usage by Customer Pool(s)), the Company shall sell to Customer or Pool Manager such Monthly Imbalance Quantity at a price per Therm (the "Unit Price") calculated by taking the (i) the highest weekly average (weeks where Friday is within the calendar Month) of the "Daily price survey" for Gas posted under the "Midpoint" column for "Florida Gas, zone 1", "Florida Gas, zone 2" or "Florida Gas, zone 3", as reported in *Platts Gas Daily*, for the Month in which the negative (short) Monthly Imbalance Quantity was incurred, multiplied by the applicable factor set forth below:

RULES AND REGULATIONS - CONTINUED

Imbalance Level	Factor
0% to 5%	1.00
Greater than 5% to 20%	1.10
Greater than 20%	1.20

and (ii) the Gulfstream Natural Gas 6% deliverability reservation per Therm tariff rate inclusive of all applicable surcharges (as it may change from time to time) plus the FGT FTS-1 usage rate per Therm, inclusive of all applicable surcharges.

The total amount due to the Company shall be the product of the Unit Price and the (short) negative monthly imbalance.

2. Daily Imbalances:

The Company shall, within the existing limitations of its system, provide for balancing between gas requirements and actual gas deliveries, net of an adjustment for Company Use and Unaccounted for Gas, received by the Company for the account of the Customers served by the TPS that day. The Company shall not be obligated to provide gas service during an hourly, daily or monthly period in excess of the levels specified in the Rate Schedules under which Customers of the TPS are served.

The Company reserves the right to require daily balancing on any other day in which the Company, in the exercise of its reasonable judgment, determines that such balancing is necessary for operational reasons. The Company will provide the TPS in all instances with at least twenty-four (24) hours advance notice that daily balancing will be imposed.

In the event that daily balancing is imposed in accordance with this section, TPS shall be assessed the following charges for daily imbalances:

Imbalance *	Charge **
0 to 5%	$0.00 per Therm
5.1% to 10%	$0.10 per Therm
Under Deliveries > 10%	$0.50 per Therm
Over Deliveries > 10%	$0.10 per Therm

Company may waive penalties on a not unduly discriminatory basis.

RULES AND REGULATIONS - CONTINUED

Z. MUTUALLY BENEFICIAL TRANSACTIONS

Pool Manager and Customer recognize that Company maintains the operation and integrity of Company distribution system on a daily basis. Pool Manager and Customer also recognizes that as DPO for the Transportation Service Provider's pipeline interconnects, Company or its agent is subject to the rules and regulations of the Transportation Service Provider(s) with regard to operational flow rates, pressures, and penalties. As such, Company may need Pool Manager or Customer to vary its daily delivery from the nominated delivery quantities. On those occasions, Company may request, at its sole discretion, and Pool Manager and Customer may agree to, a change to Customer's or Pool Manager's nominated Gas supply quantities and Transportation Service Provider(s) pipeline capacity. Terms and conditions of such transactions shall be agreed upon at the time of the transaction and shall be recorded and confirmed in writing within two Business Days after the transaction.

<u>Disposition of Net Revenues:</u>
Net revenues shall mean the revenues received by Company for Natural Gas above the cost of Natural Gas to the Company and revenues received by Company for pipeline demand charges above the prevailing rates for like period(s) as negotiated by Transportation Service Provider Customers via the Transportation Service Provider's Relinquishment program on its Electronic Bulletin Board system. Disposition of net revenues received by Company during each Month that this service is provided shall be as follows:

Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's cost of Natural Gas recovered through the Purchased Gas Cost Recovery Clause.

RULES AND REGULATIONS - CONTINUED

ZZ. TERMINATION OF POOL MANAGER STATUS

Termination of Shipper Status:

Unless excused by Force Majeure, Company may terminate the Pool Manager's rights for the following:

1. Pool Manager fails to satisfy in full the terms and conditions of this Tariff;
2. Pool Manager voluntarily suspends the transaction of business where there is an attachment, execution, or other judicial seizure of any portion of their respective assets;
3. Pool Manager becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors;
4. Pool Manager files, or there is filed against it, a petition to have it adjudged bankrupt or for an arrangement under any law relating to bankruptcy;
5. Pool Manager applies for or consents to the appointment of a receiver, trustee, or conservator for any portion of its properties or such appointment is made without its consent; or,
6. Pool Manager engages in slamming or other unlawful activities.

CI Pool Manager:

If Company terminates a CI Pool Manager, CI Pool Manager's Indiantown and CFG Service Area Customers shall be assigned by Company to a TTS Pool Manager. If Company terminates a CI Pool Manager serving Customers in Company's Ft. Meade and FPUC Service Areas Customers shall be assigned by Company to Company's Regulated Sales Service Pool.

TTS Pool Manager Indiantown and CFG Service Areas:

If Company terminates a TTS Pool Manager, TTS Pool Manager's Indiantown and CFG Service Area Customers shall revert to the remaining TTS Pool Manager(s) TTS Pool(s), if any, until a replacement TTS Pool Manager is approved. Upon selection of a replacement TTS Pool Manager, Indiantown and CFG Service Area Customers shall be transferred to the replacement TTS Pool Manager. If there are no other Company-approved TTS Pool Managers serving the Company's Indiantown and CFG Service Area Customers then the Company will invoke Company's Shipper of Last Resort service until such time when a new TTS Pool Manager has been selected.

INDEX OF RATE SCHEDULES

INDEX OF RATE SCHEDULES - CONTINUED

INDEX OF RATE SCHEDULES - CONTINUED

RATE SCHEDULES
RESIDENTIAL SERVICE - 1 – (RES-1) - CLOSED

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to Residential Service classification only whose annual metered volume is less than 100 therms annually (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator). This rate schedule is closed to all other existing and new Customers after February 28, 2023.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Ft. Meade Service Area Monthly Rate

Customer Charge:	$11.50 per Meter per Month
Non-Fuel Energy Charge:	$0.58026 per Therm

FPUC Service Area Monthly Rate

Customer Charge:	$16.50 per Meter per Month
Non-Fuel Energy Charge:	$0.50906 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

RESIDENTIAL SERVICE – 2 – (RES-2) – CLOSED

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to Residential Service classification only using 100 through 249 Therms annually (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator). This rate schedule is closed to all other existing and new Customers after February 28, 2023.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Ft. Meade Service Area Monthly Rate

Customer Charge:	$12.50 per Meter per Month
Non-Fuel Energy Charge:	$0.58026 per Therm

FPUC Service Area Monthly Rate

Customer Charge:	$19.50 per Meter per Month
Non-Fuel Energy Charge:	$0.54106 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

RESIDENTIAL SERVICE – 3 – (RES-3)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to existing Residential Service classification Customers prior to March 1, 2023, using 250 Therms or greater, annually (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator.

Beginning March 1, 2023, applicable to Residential Service classification Customers (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator).

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Ft. Meade Service Area Monthly Rate

Customer Charge:	$16.50 per Meter per Month
Non-Fuel Energy Charge:	$0.58026 per Therm

FPUC Service Area Monthly Rate

Customer Charge:	$26.50 per Meter per Month
Non-Fuel Energy Charge:	$0.61699 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

RESIDENTIAL TRANSPORTATION SERVICE - 1 – (REST-1) - CLOSED

Availability:
Available within the Indiantown and CFG Service Areas of the Company only.

Applicability:
Applicable to Residential Service classification only whose annual metered volume is less than 100 Therms annually (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator). This rate schedule is closed to all other existing and new Customers after February 28, 2023.

Character of Service:
Aggregated Transportation Service provided by a TTS Pool Manager for Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Indiantown Service Area Monthly Rate

Customer Charge:	$11.50 per Meter per Month
Transportation Charge:	$0.37835 per Therm

CFG Service Area Monthly Rate

Customer Charge:	$16.50 per Meter per Month
Transportation Charge:	$0.50906 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

RESIDENTIAL TRANSPORTATION SERVICE – 2 – (REST-2) – CLOSED

Availability:
Available within the Indiantown and CFG Service Areas of the Company only.

Applicability:
Applicable to Residential Service classification only using 100 through 249 Therms annually (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator). This rate schedule is closed to all other existing and new Customers after February 28, 2023.

Character of Service:
Aggregated Transportation Service provided by a TTS Pool Manager for Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Indiantown Service Area Monthly Rate

Customer Charge:	\$12.50 per Meter per Month
Transportation Charge:	\$0.37835 per Therm

CFG Service Area Monthly Rate

Customer Charge:	\$19.50 per Meter per Month
Transportation Charge:	\$0.54106 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

RESIDENTIAL TRANSPORTATION SERVICE – 3 – (REST-3)

Availability:
Available within the Indiantown and CFG Service Areas of the Company only.

Applicability:
Applicable to existing Residential Service classification Customers prior to March 1, 2023, using 250 Therms or greater, annually (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator.

Beginning March 1, 2023, applicable to Residential Service classification Customers (excluding any premise at which the only Gas-consuming appliance or equipment is a standby electric generator).

Character of Service:
Aggregated Transportation Service provided by a TTS Pool Manager for Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Indiantown Service Area Monthly Rate

Customer Charge:	$16.50 per Meter per Month
Transportation Charge:	$0.25220 per Therm

CFG Service Area Monthly Rate

Customer Charge:	$26.50 per Meter per Month
Transportation Charge:	$0.61699 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

RESIDENTIAL STANDBY GENERATOR SERVICE – (RES-SG)

Availability:
Available within the Ft. Meade and FPUC Service Areas of the Company.

Applicability:
Applicable to Residential Service classification where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Monthly Rate:

Customer Charge:	$36.50 per Meter per Month
Non-Fuel Energy Charge:	$0.61699 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.

3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

RESIDENTIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (RES-SGT)

Availability:
Available within the Indiantown and CFG Service Areas of the Company only.

Applicability:
Applicable to Residential Service classification where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:
Aggregated Transportation Service provided by a TTS Pool Manager for Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Monthly Rate:

Customer Charge:	$36.50 per Meter per Month
Non-Fuel Energy Charge:	$0.61699 per Therm

Retainage: Not applicable.

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.

RESIDENTIAL STANDBY GENERATOR TRANSPORTATION SERVICE - (RES-SGT) - CONTINUED

3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

GENERAL SERVICE - 1 – (GS-1)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator) using less than 1,000 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
Not applicable.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$25.00 per Meter per Month
Non-Fuel Energy Charge:	$0.55700 per Therm

FPUC Service Area Monthly Rate:

Customer Charge:	$40.00 per Meter per Month
Non-Fuel Energy Charge:	$0.63434 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

GENERAL SERVICE – 1 – (GS-1) - CONTINUED

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 1 – (GTS-1)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator) using less than 1,000 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not applicable.

Ft. Meade Service Area Monthly Rate	
Customer Charge:	$25.00 per Month
Transportation Charge:	$0.55700 per Therm
Indiantown Service Area Monthly Rate	
Customer Charge:	$25.00 per Month
Transportation Charge:	$0.05762 per Therm
CFG and FPUC Service Areas Monthly Rate	
Customer Charge:	$40.00 per Month
Transportation Charge:	$0.63434 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	Not applicable
Transportation Administration Charge	$4.50
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

GENERAL TRANSPORTATION SERVICE – 1 - (GTS-1) - CONTINUED

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 2 – (GS-2)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 1,000 through 4,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
Not required.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	\$50.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.55700 per Therm

FPUC Service Area Monthly Rate:

Customer Charge:	\$70.00 per Meter per Month
Non-Fuel Energy Charge:	\$0.63212 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

GENERAL SERVICE – 2 – (GS-2) - CONTINUED

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 2 – (GTS-2)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 1,000 through 4,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$50.00 per Meter per Month
Transportation Charge:	$0.55700 per Therm

Indiantown Service Area Monthly Rate:

Customer Charge:	$35.00 per Meter per Month
Transportation Charge:	$0.05762 per Therm

CFG and FPUC Service Areas Monthly Rate:

Customer Charge:	$70.00 per Meter per Month
Transportation Charge:	$0.63212 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	Not applicable
Transportation Administration Charge	$4.50
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Transportation Administration Charge.

GENERAL TRANSPORTATION SERVICE – 2 – (GTS-2) - CONTINUED

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 3 – (GS-3)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 5,000 through 9,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
Not required.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$100.00 per Meter per Month
Non-Fuel Energy Charge:	$0.55700 per Therm

FPUC Service Area Monthly Rate:

Customer Charge:	$150.00 per Meter per Month
Non-Fuel Energy Charge:	$0.55785 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 3 – (GS-3) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 3 – (GTS-3)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 5,000 through 9,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$100.00 per Meter per Month
Transportation Charge:	$0.55700 per Therm

Indiantown Service Area Monthly Rate:

Customer Charge:	$45.00 per Meter per Month
Transportation Charge:	$0.05762 per Therm

CFG and FPUC Service Areas Monthly Rate:

Customer Charge:	$150.00 per Meter per Month
Transportation Charge:	$0.55785 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	Not applicable
Transportation Administration Charge	$4.50
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

GENERAL TRANSPORTATION SERVICE – 3 – (GTS-3) - CONTINUED

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 4 – (GS-4)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 10,000 through 49,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
Not required.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$225.00 per Meter per Month
Non-Fuel Energy Charge:	$0.31366 per Therm

FPUC Service Area Monthly Rate:

Customer Charge:	$275.00 per Meter per Month
Non-Fuel Energy Charge:	$0.52858 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 4 – (GS-4) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 4 – (GTS-4)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 10,000 through 49,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$225.00 per Meter per Month
Transportation Charge:	$0.31366 per Therm

Indiantown Service Area Monthly Rate:

Customer Charge:	$55.00 per Meter per Month
Transportation Charge:	$0.04962 per Therm

CFG and FPUC Service Areas Monthly Rate:

Customer Charge:	$275.00 per Meter per Month
Transportation Charge:	$0.52858 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	Not applicable
Transportation Administration Charge	$4.50
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

GENERAL TRANSPORTATION SERVICE – 4 – (GTS-4) - CONTINUED

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 5 – (GS-5)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 50,000 through 249,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$300.00 per Meter per Month
Non-Fuel Energy Charge:	$0.26922 per Therm

FPUC Service Area Monthly Rate:

Customer Charge:	$750.00 per Meter per Month
Non-Fuel Energy Charge:	$0.46653 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 5 – (GS-5) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 5 – (GTS-5)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 50,000 through 249,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Ft. Meade Service Area Monthly Rate:

Customer Charge:	$300.00 per Meter per Month
Transportation Charge:	$0.26922 per Therm

Indiantown, CFG, and FPUC Service Areas Monthly Rate:

Customer Charge:	$750.00 per Meter per Month
Transportation Charge:	$0.46653 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

GENERAL TRANSPORTATION SERVICE – 5 – (GTS-5) - CONTINUED

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 6 – (GS-6)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 250,000 through 499,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$2,500.00 per Meter per Month
Non-Fuel Energy Charge:	$0.43262 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 6 – (GS-6) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 6 – (GTS-6)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 250,000 through 499,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$2,500.00 per Meter per Month
Transportation Charge:	$0.43262 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

GENERAL TRANSPORTATION SERVICE – 6 – (GTS-6) - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE - 7 – (GS-7)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 500,000 through 999,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$4,500.00 per Meter per Month
Non-Fuel Energy Charge:	$0.33967 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 7 – (GS-7) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE - 7 – (GTS-7)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 500,000 through 999,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$4,500 per Meter per Month
Transportation Charge:	$0.33967 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
CFG and Indiantown Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

GENERAL TRANSPORTATION SERVICE – 7 – (GTS-7) - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 8A – (GS-8A)

Availability:
Available within the Ft. Meade and FPUC Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 1,000,000 through 1,499,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Non-Fuel Energy Charge:	$0.31967 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 8A – (GS-8A) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 8A – (GTS-8A)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 1,000,000 through 1,499,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Transportation Charge:	$0.31967 per Therm

Charges Applicable to FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

GENERAL TRANSPORTATION SERVICE – 8A – (GTS-8A) - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 8B – (GS-8B)

Availability:
Available within the Ft. Meade and FPUC Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 1,500,000 through 1,999,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Non-Fuel Energy Charge:	$0.29967 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 8B – (GS-8B) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 8B – (GTS-8B)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 1,500,000 through 1,999,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Transportation Charge:	$0.29967 per Therm

Charges Applicable to FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

GENERAL TRANSPORTATION SERVICE – 8B – (GTS-8B) - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 8C – (GS-8C)

Availability:
Available within the Ft. Meade and FPUC Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 2,000,000 through 3,999,999 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the “Quality of Gas” section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer’s expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Non-Fuel Energy Charge:	$0.15601per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 8C – (GS-8C) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:

In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 8C – (GTS-8C)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using 2,000,000 through 3,999,999 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Transportation Charge:	$0.15601 per Therm

Charges Applicable to FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft, Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

GENERAL TRANSPORTATION SERVICE – 8C – (GTS-8C) - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL SERVICE – 8D – (GS-8D)

Availability:
Available within the Ft. Meade and FPUC Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than 4,000,000 Therms annually.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Non-Fuel Energy Charge:	$0.15134 per Therm
Telemetry Maintenance Charge	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

GENERAL SERVICE – 8D – (GS-8D) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Customer must contract for service on an annual basis.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

GENERAL TRANSPORTATION SERVICE – 8D – (GTS-8D)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only Gas consuming appliance or equipment is a standby electric generator) using greater than 4,000,000 Therms annually.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$9,500.00 per Meter per Month
Transportation Charge:	$0.15134 per Therm

Charges Applicable to FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

GENERAL TRANSPORTATION SERVICE – 8 – (GTS-8D) - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

COMMERCIAL INTERRUPTIBLE SERVICE – (COM-INT) - CLOSED

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator). Use must be greater than 100,000 Therms annually. This rate schedule is closed to all other existing and new Customers after June 30, 1998 and any additional Gas load not served under this rate schedule without the expressed written consent of an officer of the Company.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff. All Gas delivered shall be subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions.

Electronic Measurement Equipment:
All Interruptible Customers shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$750.00 per Meter per Month
Non-Fuel Energy Charge:	$0.35266 per Therm
Telemetry Maintenance Charge	$30.00 per Meter per Month

Minimum Bill:
The Customer Charge plus the Telemetry Maintenance Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

COMMERCIAL INTERRUPTIBLE SERVICE - (COM-INT)– CLOSED - CONTINUED

Unauthorized Overrun Gas:
Gas taken by Customers under this rate schedule in excess of the Maximum Daily Quantity specified in the contract or by reason of failure to comply with a Curtailment order shall be considered as unauthorized over-run Gas. Company shall bill and Customer shall pay for such unauthorized over-run Gas at the rate of $1.50 per Therm, or the cost to the Company for such over-run Gas from its supplier, whichever is greater.

The payment of an over-run rate shall not, under any circumstances, be considered as giving Buyer the right to take unauthorized over-run Gas, nor shall such payment by considered to exclude or limit any other remedies available to comply with its obligation to stay within the provisions of all Curtailment orders.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

COMMERCIAL INTERRUPTIBLE TRANSPORTATION SERVICE - (COM-INTT) - CLOSED

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer (except any Premise at which the only gas-consuming appliance or equipment is a standby electric generator). Use must be greater than 100,000 Therms annually. This rate schedule is closed to all other existing and new Customers after June 30, 1998 and any additional Gas load not served under this rate schedule without the expressed written consent of an officer of the Company.

Character of Service:
Aggregated Transportation of Customer purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Interruptible Customers shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$750.00 per Meter per Month
Transportation Charge:	$0.35266 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	$30.00 per Meter per Month
Transportation Administration Charge	$20.50 per Meter per Month
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

COMMERCIAL INTERRUPTIBLE TRANSPORTATION SERVICE – (COM-INTT) - CLOSED - CONTINUED

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

Unauthorized Overrun Gas:
Gas taken by Customers under this rate schedule in excess of the Maximum Daily Quantity specified in the contract or by reason of failure to comply with a Curtailment order shall be considered as unauthorized over-run Gas. Company shall bill and Customer shall pay for such unauthorized over-run Gas at the rate of $1.50 per Therm, or the cost to the Company for such over-run Gas from its supplier, whichever is greater.

The payment of an over-run rate shall not, under any circumstances, be considered as giving Buyer the right to take unauthorized over-run Gas, nor shall such payment by considered to exclude or limit any other remedies available to comply with its obligation to stay within the provisions of all Curtailment orders.

Miscellaneous:
In the event the Company agrees to provide natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. When the Company has recovered its costs of providing the natural Gas conversion, Bills rendered under this rate schedule shall return to the rates stated herein.

COMMERCIAL NATURAL GAS VEHICLE SERVICE – (COM-NGV)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to Non-residential users through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation containers. Service must be of a non-seasonal nature.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose daily consumption of Gas exceed 1,500 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	$250.00 per Meter per Month
Non-Fuel Energy Charge:	$0.47124 per Therm

Telemetry Maintenance Charge: Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Term of Service:
Contract for service hereunder shall be for a period of not less than one year.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

COMMERCIAL NATURAL GAS VEHICLE TRANSPORTATION SERVICE – (COM-NGVT)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer through a separate Meter for compression and delivery (through the use of equipment furnished by Customer) into motor vehicle fuel tanks or other transportation container. Service must be of a non-seasonal nature.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
All Customers receiving Transportation Service, whose annual consumption of Gas exceed 50,000 Therms, shall have electronic metering equipment installed by Company at Customer's expense. Customer shall be responsible for providing electric and telephone service.

Monthly Rate:

Customer Charge:	\$250.00 per Meter per Month
Transportation Charge:	\$0.47124 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	\$30.00 per Meter per Month for Customers required to have electronic telemetry equipment
Transportation Administration Charge	\$20.50 per Meter per Month for Customers required to have electronic measurement equipment and \$4.50 per Meter per Month for Customers not required to have electronic measurement equipment
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Telemetry Maintenance Charge plus the Transportation Administration Charge.

COMMERCIAL NATURAL GAS VEHICLE TRANSPORTATION SERVICE – (COM - NGVT) - CONTINUED

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustment:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

COMMERCIAL OUTDOOR LIGHTING SERVICE – (COM-OL)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company only.

Applicability:
Applicable to any Non-Residential Customer solely for providing gas service for Gas lighting provided Customer has Gas light fixture(s) approved by the Company, which can be discontinued without affecting other gas service provided by Company, and Customer agrees to be billed for the applicable rates and billing adjustments as part of this service.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff. This service is of lower priority than Company's other firm services and is subject to interruption in whole or in part at the sole discretion of the Company upon two hours' notice by telephone or otherwise except in force majeure conditions. This service shall be provided based on the rated hourly usage of each fixture. Company will bill Customer for usage based on the monthly computed usage of the Gas light fixture(s). Customer shall permit Company to place a device onto Customer's Gas light fixture(s) for tracking purposes. In the event Customer is planning to add, remove, or alter a Gas light fixture, Customer shall notify Company so that Company may adjust it records. Failure to notify Company of any additions or alterations in a Gas light fixture(s) shall result in Customer being charged for Unauthorized Use of Gas. Further, Customer shall give timely notice to Company in the event of a Gas light malfunction.

Electronic Measurement Equipment:
Not applicable.

Monthly Rate:

Customer Charge:	$0.00 per Customer per Month
Non-Fuel Energy Charge:	$0.66344 per Therm

Telemetry Maintenance Charge:	Not applicable

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

COMMERCIAL OUTDOOR LIGHTING SERVICE – (COM-OL) - CONTINUED

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Unauthorized Use of Gas:
In the event Company finds one or more of Customer's Gas light fixtures using Gas during an interruption or Customer fails to notify Company of any additions or alternations in a Gas light fixture(s), Company shall have the right to bill Customer for the computed usage during such interruption or from the date any additions or alternations in a Gas light fixture(s) is determined at a rate of $1.50 per Therm.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

COMMERCIAL OUTDOOR LIGHTING TRANSPORTATION SERVICE – (COM-OLT)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer solely for providing Transportation Service for Gas lighting provided by Customer and approved by Company. Gas lighting fixture must be discontinued without affecting other gas service provided by Company.

Character of Service:
Aggregated Transportation of Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address. This service is of lower priority than Company's other firm services and is subject to interruption in whole or in part at the sole discretion of the Company upon two-hours' notice by telephone or otherwise except in force majeure conditions. This service shall be provided based on the rated hourly usage of each fixture, Company will bill Customer for usage based on the monthly computed usage of the Gas light fixture(s). Customer shall permit Company to place a device onto Customer Gas lights fixture(s) for tracking purposes. In the event Customer is planning to add, remove, or alter a Gas light fixture, Customer shall notify Company so that Company may adjust its records. Failure to notify Company of any additions or alterations in a Gas light fixture (s) shall result in Customer being charged for Unauthorized Use of Gas. Further, Customer shall give timely notice to Company in the event of a Gas light malfunction.

Electronic Measurement Equipment:
Not applicable.

Monthly Rate

Customer Charge:	$0.00
Transportation Charge:	$0.66344 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	Not applicable
Transportation Administration Charge	$4.50
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

COMMERCIAL OUTDOOR LIGHTING TRANSPORTATION SERVICE – (COM-OLT) - CONTINUED

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to Transportation Service.

COMMERCIAL STANDBY GENERATOR SERVICE – (COM-SG)

Availability:
Available within the FPUC and Ft. Meade Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:
Natural gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of this Tariff.

Electronic Measurement Equipment:
Not required.

Monthly Rate:

Customer Charge:	$65.00
Non-Fuel Energy Charge:	$0.18105 per Therm

Minimum Bill:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.
2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.
3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-SGT)

Availability:
Available within the Service Areas of the Company.

Applicability:
Applicable to any Non-Residential Customer where the only Gas-consuming appliance or equipment is a standby electric generator.

Character of Service:
Aggregated Transportation Service provided by a CI Pool Manager for Customer-purchased natural Gas from Company's City Gate(s) to Customer's service address.

Electronic Measurement Equipment:
Not required.

Monthly Rate:

Customer Charge:	$65.00
Transportation Charge:	$0.18105 per Therm

Charges Applicable to Ft. Meade and FPUC Service Area Customers

Telemetry Maintenance Charge	Not applicable
Transportation Administration Charge	$4.50
Retainage:	1.0% of deliveries tendered at Company's City Gate. Company reserves the right to adjust the rate one time per year.

Minimum Bill:
Indiantown and CFG Service Area Customers - The Customer Charge. Ft. Meade and FPUC Service Area Customers – The Customer Charge plus the Transportation Administration Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of presentation by the Company.

Billing Adjustments:
The rates set forth above shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

COMMERCIAL STANDBY GENERATOR TRANSPORTATION SERVICE – (COM-SGT) - CONTINUED

Terms and Conditions:

1. Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

2. Subject to No. 3 below, a Customer receiving gas service under this rate schedule shall be obligated to remain on this schedule for twelve (12) Months. This 12-Month requirement shall be renewed at the end of each twelve-Month period unless Customer terminates service at the end of any 12-Month period.

3. If Customer installs an additional Gas appliance at the premise to which service is provided hereunder, Customer shall be transferred to an appropriate rate schedule.

FLEXIBLE GAS SERVICE – (FGS)

Objective:
The objective of this service classification is to enable the Company the opportunity to compete in markets where natural gas service is not a monopoly service.

This Tariff provides the Company with both the opportunity and risk to compete in these markets. It is designed to increase load by working with Customers with regard to the specific terms and conditions of service.

This Tariff places the Company's shareholders at risk, not the general body of ratepayers (see rate-making treatment).

Applicability:
This service is available at the Company's option to Customer(s) meeting the applicability standards, which include (1) the Customer must provide the Company with a viable economic energy alternative including verifiable documentation of Customer alternative and (2) the Company must demonstrate that this new Customer will not cause any additional cost to the Company's other rate classes. The Company is under no obligation to grant service under this Tariff. Absent a service agreement with the Company under this rate schedule, Customers are under no obligation to accept service under this rate schedule and may elect to receive service under other applicable Tariff rate schedules.

Terms of service under this rate schedule, including pressure, capital repayment, operating conditions and length of service are separately set forth in individual agreements between the Company and the Customers.

Monthly Rate:
The rate will be developed based on economic market conditions at the time gas service is requested. The rate shall not be set lower than the incremental cost the Company incurs to serve the Customer.

Confidentiality:
The Company and Customer each regard the terms and conditions of the negotiated service agreement as confidential, proprietary business information.

The Company and Customer agree to utilize all reasonable and available measures to guard the confidentiality of said information, subject to requirements of courts and agencies having jurisdiction hereof.

In the event either party is asked to provide the information by such a court or agency, it will promptly inform the other of the request, and will cooperate in defending and maintaining the

FLEXIBLE GAS SERVICE – (FGS) - CONTINUED

Confidentiality Continued

confidentiality of the information.

This provision shall not prohibit or restrict the FPSC from reviewing the service agreement in the performance of its duties, but the FPSC shall treat the service agreement as a confidential document.

Rate-Making Treatment:
To the extent that the Company enters into Flexible Gas Service agreements with Customers, the Company is at risk for the capital investment necessary to serve the Flexible Gas Service Tariff Customers, not the general body of ratepayers.

Rate Base:
In the case of providing service to a new Customer under this Tariff, the Company will identify the incremental capital costs, including construction work-in-progress, required to provide service to the Customer. In this instance, the Company will separately account for all such costs, excluding them from rate base.

Where the Customer is served from the Company's existing distribution system, a portion of the net book value of common distribution facilities, including Mains and measuring and regulating stations, reflecting the Customer's distance from the nearest point on an Interstate Gas Pipeline and the size of pipe required to serve that Customer's peak demand for Gas shall be removed from rate base.

In the case of transferring an existing Customer to this Tariff, in addition to excluding all incremental capital costs and common distribution facilities from rate base, the net book value of Mains, Service Lines, and metering equipment that were specifically installed to serve the particular Customer shall be removed from rate base.

Operating, Maintenance and Administrative Expenses:
The Company will specifically identify all incremental costs, if any, associated with the Flexible Gas Service Tariff Customer. These expenses will primarily be related to the incremental capital required to serve the Customer. In addition, the Company will allocate embedded costs including general distribution and maintenance, Meter reading, Customer billing and accounting, sales, and administrative expenses.

FLEXIBLE GAS SERVICE – (FGS) - CONTINUED

Operating, Maintenance, and Administrative Expenses Continued

In future rate cases and earnings surveillance reports, the Company will exclude all operating, maintenance, and administrative costs related to this Tariff as determined by this methodology.

Depreciation and Amortization Expenses:
The Company will exclude all depreciation and amortization expenses related to this Tariff in future rate cases and in its earnings surveillance report. Depreciation and amortization expenses may be incremental and/or allocated and will be determined based on the rate base allocated to each Customer under this Tariff as defined above.

Revenue and Related Taxes:
Revenues related to this Tariff will be excluded from regulated revenues. In filing earnings surveillance reports, the Company will remove actual revenues related to this Tariff, as well as revenue related taxes and income taxes from its calculation of FPSC adjusted rate of return.

All cost allocation related to this Tariff shall remain subject to FPSC audit.

OFF SYSTEM SALES SERVICE – 1 – (OSSS-1)

Availability:
Available within areas served by the Company, and within the area served by an interstate or intrastate natural Gas pipeline also serving the Company.

Applicability:
Interruptible Natural Gas, interstate or intrastate pipeline capacity releases, or delivered natural Gas capacity and supply combined, released or delivered by Company through the facilities of a Transportation Service Provider, using Company's transportation capacity rights on such Transportation Service Provider's pipeline, to any person not connected to Company's distribution system.

This rate schedule is applicable to both bundled and unbundled gas service, i.e., interstate or intrastate pipeline capacity only that is released by Company pursuant to Transportation Service Provider's FERC gas Tariff as well as interstate or intrastate pipeline capacity that is bundled with natural gas supply and is subsequently delivered by the Company to Customer.

Limitation of Service:
Company may notify Customer at any time to reduce or cease using Natural Gas. Company will endeavor to give as much notice as possible to Customer.

Any Gas taken in excess of the volume allocated to Customer during an interruption or Curtailment order shall be considered to be unauthorized overrun Gas. Company may bill and Customer shall pay for such unauthorized overrun Gas, in addition to other charges payable hereunder, at the greater of $1.50 per Therm or the rate per Therm imposed on Company by the delivering Pipeline.

For each day on which Customer desires to receive service pursuant to this rate schedule, Customer shall provide a Nomination to Company specifying the quantity of Natural Gas it desires to receive at the specified point of delivery pursuant to this Agreement. Following receipt of a timely and complete Nomination from Customer, Company will confirm the quantities of Natural Gas to be made available for delivery to Customer at such point of delivery. Quantities confirmed by Florida Public Utilities Company for delivery shall be "Scheduled Quantities".

Except as nominated by Customer and scheduled by Company, neither Customer nor Company shall have any obligation to the other for any specific minimum quantity of Natural Gas or pipeline capacity on any day or during any Month. Deliveries pursuant to this rate schedule shall be subject to Curtailment or interruption at any time in the sole discretion of Company.

The point of delivery for all-natural Gas sold pursuant to this rate schedule shall be the Delivery Point of the delivering Pipeline specified by Customer. The Delivery Point operator shall be

OFF SYSTEM SALES SERVICE - 1 – (OSSS-1) - CONTINUED

Limitation of Service Continued

solely responsible for all balancing with the Pipeline, financially and physically.

Customer and Company shall rely on measurement made by the Pipeline. Unless curtailed, all Nominations to Customer's Transportation Service Provider's Delivery Point shall be considered to have been made by the Transportation Service Provider.

Character of Service:
Natural Gas or its equivalent, with an approximate average heating value of in the range of one thousand one hundred (1,000) to one thousand one hundred (1,100) British Thermal Units per standard cubic foot.

Monthly Rate:
Customer Charge: None

Non-Fuel Energy Charge:
For all Scheduled Quantities, an amount not less than $.000 per Therm, which Non-Fuel Energy Charge shall be established by agreement between Company and Customer prior to each transaction pursuant to this rate schedule.

The Non-Fuel Energy Charge for service pursuant to this rate schedule shall be determined by Company based upon Company's evaluation of competitive conditions. Company may from time to time increase or reduce the Non-Fuel Energy Charge as it deems necessary or appropriate to remain competitive but shall have no obligation to do so; provided, however, that the Non-Fuel Energy Charge shall at all times remain within the limits set forth above.
The bill for Therms billed at the above rates shall be increased by the agreed upon price per Therm of the Natural Gas delivered to Customer pursuant to this rate schedule, including all costs incurred by Company associated with Transportation Service Provider transportation.

This rate schedule shall not be adjusted by the Company's Purchased Gas Cost Recovery Clause.

Transportation
Administration Charge: Not applicable

Minimum Bill: Not applicable

Terms of Payment:
Bills are rendered net and are due and payable within ten (10) calendar days of receipt of invoice rom Company.

OFF SYSTEM SALES SERVICE - 1 – (OSSS-1) - CONTINUED

Billing Adjustment:
Purchased Gas Cost Recovery Factor: Not applicable to this rate schedule.

All other Billing Adjustments: Sheet Nos. 7.300-7.417

Term of Service:
As mutually agreed between Company and Customer.

Terms and Conditions:
Service under this rate schedule is subject to the Company's Rules and Regulations applicable to gas service.

Disposition of Net Revenues:
For purposes of this rate schedule "net revenues" shall mean the total Non-Fuel Energy Charges received by Company for service pursuant to this rate schedule, revenues received by Company for Natural Gas above the cost of Natural Gas to the Company and revenues received by Company for pipeline demand charges above the prevailing rates for like period(s) as negotiated by Pipeline Customers via the Transportation Service Provider's Relinquishment program on its Electronic Bulletin Board system. Disposition of net revenues received by Company during each Month that service is provided pursuant to this rate schedule shall be as follows:

Fifty percent (50%) of the net revenues shall be retained by Company. The remaining fifty percent (50%) of the net revenues shall be used to reduce Company's cost of Natural Gas recovered through the Purchased Gas Cost Recovery Factor Clause.

RENEWABLE NATURAL GAS SERVICES – (RNGS)

Availability:
Throughout all Service Areas of the Companies, and within the area served by an interstate or intrastate natural Gas pipeline also service the Company.

Applicability:
For services provided to eligible Customers for biogas upgrading and conditioning services to generate Renewable Natural Gas ("RNG") and for requisite gas services as agreed upon in the service agreement between the Customer and the Company. Service under this schedule is contingent upon mutually satisfactory arrangements between the Company and the Customer for the design, location, construction, and operation of RNG facilities.

Renewable Natural Gas Service Agreement:
The Customer and the Company will enter into a service agreement with terms designed to recover the Company's costs to provide services, including but not limited to return on investment, amortization and depreciation, and taxes, as well as any terms necessary to comply with other provisions as determined appropriate by the Company. Absent an executed RNG service agreement, this rate schedule is not available to Customers.

Service Charges:
The Customer will be charged a monthly service charge, or other agreed upon rate and rate mechanism, designed to collect the required return on investment for the Company's plant investment, depreciation and amortization expenses, operation and maintenance expenses, taxes, and all other expenses incurred by the Company to perform the services necessary to upgrade the biogas and to inject and transport the RNG on the Company's distribution system for the RNG project. The Company's plant investment in the RNG project may include, but is not limited to biogas upgrade facility equipment, compressors, blowers, anaerobic digestion equipment, site work, piping, heat exchangers, driers, metering, system interconnects, injection equipment, storage vessels, and any other equipment deemed necessary for the safe and reliable operation of the biogas conditioning site and system interconnect/injection points. The Company's provision of RNG services to the customer will require an agreement by the Customer to purchase RNG services for a minimum period of time, to take or pay for a minimum amount of RNG service, to pay a contribution in aid of construction, if necessary, to provide adequate security as determined by the Company, and to comply with other provisions as determined necessary by the Company.

Additional Terms:
The Company's provision of RNG service does not include the provision of electricity, natural gas, or any other fuels required to operate the RNG facilities. The customer shall reimburse the Company for all such electricity and fuel expenses incurred by the Company to provide RNG services to the customer.

RENEWABLE NATURAL GAS SERVICE – (RNGS) - CONTINUED

Additional Terms Continued:

Service provided under this Rate Schedule shall be subject to the Rules and Regulations as set forth in the Company's tariff, except as modified under this Rate Schedule and in the executed service agreement.

All RNG delivered into the Company's distribution system must meet the gas quality standards as set forth in the "Quality of Gas" section of the Company's tariff. The Company, at its sole discretion, may accept or reject RNG that does not meet those standards.

Unless otherwise agreed to between the Customer and the Company, ownership of the RNG commodity will remain with the Customer, and the Customer shall remain solely responsible for determining the end-user of such RNG unless the Company and the Customer enter into a RNG commodity purchase agreement.

Service under this Rate Schedule is contingent upon the Company and the Customer entering a mutually satisfactory RNG Service Agreement; provided, however, that the service provided to the Customer under this Rate Schedule shall not cause any additional cost to the Company's other rate classes.

POOL MANAGER RATE SCHEDULES
POOL MANAGER SERVICE – (PMS)

Applicability:
The provisions of this Rate Schedule shall apply to each broker, marketer or other third-party supplier (collectively "Pool Manager") of natural Gas that wishes to act as Agents for the purpose of purchasing and scheduling natural Gas for Customers electing Transportation Services. Pool Managers desiring to provide service to Customers will be required to sign a Pool Manager Agreement in which they will agree to be bound by the terms and conditions of the Company's FPSC Gas Tariff.

Term of Contract:
The term of the Pool Manager Agreement shall be at least one (1) year and from month to Month thereafter unless terminated upon sixty (60) days written notice.

Creditworthiness:
1. All Pool Managers shall establish credit prior to commencing deliveries of Gas and shall maintain such credit during the term hereof. The amount of credit established by each Pool Manager will be equal to the greater of $10,000 or an amount equal to Pool Manager's highest two months aggregated DDR for the most recent 24-month period multiplied by the applicable Transportation Service Provider's applicable rate schedule(s). Credit will be established by one of the following methods:

    a. Payment of a cash deposit with Company;
    b. Furnishing an irrevocable letter of credit from a bank;
    c. Furnishing a surety bond issued by an entity acceptable to the Company;
    d. Possessing and maintaining a Standard & Poor's Long-Term Debt Rating of A- or better, a Moody's rating of A3 or better, or a comparable rating by another nationally recognized rating organization acceptable to Company; or
    e. Providing an acceptable parental or corporate guarantee.

    If the Pool Manager seeks to establish credit pursuant to paragraph 1e above, Pool Manager shall furnish to Company Pool Manager's audited financial statements (accompanied by the opinion of and independent certified public accountants or chartered accountants of a recognized national or regional standing) for at least the two most recently completed fiscal years.

    All Pool Manager deposits will be subject to an annual review by Company and will be adjusted and billed accordingly. The minimum deposit maintained by each Pool Manager will be $10,000.

POOL MANAGER SERVICE – (PMS) - CONTINUED

Creditworthiness Continued

Upon meeting Company's standards for creditworthiness, Company will include Pool Manager on Company's list of Approved Pool Managers. Company shall not be required to permit any Pool Manager who fails to provide the above referenced documentation to sell natural Gas on Company's distribution system.

In the event that Pool Manager defaults in its payment obligation to Transportation Service Provider for capacity relinquished as defined below, Company upon receiving notification from Transportation Service Provider of such default shall immediately terminate Pool Manager Agreement with Pool Manager. Company will not be required to permit any Pool Manager who defaults in its payment obligation to Transportation Service Provider to sell natural Gas on Company's distribution system.

Capacity Relinquishment:
Pool Manager will be required to accept a Capacity Relinquishment as required in this Tariff. Failure to accept Capacity Relinquishment by Pool Manager may result in Curtailment of service to Customers being served by Pool Manager or termination of Pool Manager.

Supplying Gas for Delivery:
Pool Manager shall be responsible for purchasing the natural Gas to be delivered for Customers served by the Pool Manager and for causing the same to be delivered to the Company's City Gate(s). Pool Manager shall diligently and in a timely manner take all actions required under the General Terms and Conditions of Transportation Service Provider's FERC Tariff to effectuate such delivery of natural Gas.

Force Majeure:
Except for making payments due, neither the Company nor the Pool Manager shall be liable in damage to the other for any act, omission or circumstances occasioned by or in consequence of any acts of God, strikes, lockouts, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government-mandated quarantines associated therewith, landslides, lightning, earthquakes, fires, storms, floods, unforeseeable or unusual weather conditions, washouts, arrests and restraint of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, line freeze ups, temporary failure of Gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated, or otherwise, and whether caused or occasioned by or happening on account of the act or omission of Company or Customer or any other person or concern not reasonably within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or present any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered

POOL MANAGER SERVICE – (PMS) - CONTINUED

Force Majeure Continued

to be a matter within the control of the party claiming suspension.

Neither party will be entitled to the benefit of the force majeure provision hereof under either or both of the following circumstances: i) to the extent that the failure was caused by the party claiming suspension having failed to remedy the condition by taking all reasonable acts, short of litigation, if such remedy requires litigation, and having failed to resume performance of such commitments or obligations with reasonable dispatch; or ii) if the failure was caused by lack of funds, or with respect to the payment of any amount or amounts then due hereunder.

Aggregated Daily Demand Requirement:
Company will calculate the Pool Manager's aggregated Daily Demand Requirement by summing Pool Manager's Daily Demand Requirements, plus applicable Retainage, for each Customer being served by Pool Manager and rounding the total to the next greatest dekatherm. The Company will inform Pool Manager via e-mail of Pool Manager's aggregated Daily Demand Requirement by City Gate for the upcoming Month upon expiration of Company's enrollment deadline.

The Company shall assess the Pool Manager a per MMBtu charge equal to the maximum of $15.00 or 200% of the otherwise applicable highest weekly overage Alert Day Price as is posted or otherwise would be calculated by Florida Gas Transmission Company for each day when delivery to Company by Pool Manager differs from Pool Manager's Pool(s) aggregated DCQ. The Company may waive this charge from time-to-time on a non-discriminatory basis.

Pool Manager Nominations
Each Pool Manager shall submit to Company first of the month scheduling and nomination information simultaneously with its submission to Transportation Service Provider(s). In addition, no later than the fifteenth (15th) of each month, Pool Manager may submit a mid-month nomination change for each Customer Pool. Pool Manager shall submit to Company, this scheduling and nomination information simultaneously with its submission to Transportation Service Provider(s).

Such Nomination shall include the following information:

1. The Customer, Shipper's Designee or Pool Manager's account number under which service is being nominated – "Del Loc" (Delivery Location);
2. The Company Receipt Point location including applicable POI and upstream pipeline name, package ID "Pkg ID" (Package ID), including Customer's or Pool Manager's Company account number "Dn K" (Downstream Contract), and quantity in Therms of Gas to be tendered at each Company Receipt Point "Nom Del Qty" (TPS Delivery

POOL MANAGER SERVICE – (PMS) - CONTINUED

Pool Manager Nominations Continued

Quantity);

3. The downstream delivery facility name, and quantity in Therms of Gas to be delivered for each Company Customer account or Pool "Dn Name" (Duns Number);
4. A beginning and ending date for each Nomination;
5. Ranking for allocation 'Del Rank" (Delivery Rank)

Only Nominations with clearly matching identifiers will be scheduled and subsequently delivered by Company.

Capacity Exceeding Released Quantities:
If Pool Manager's Customer Pool's aggregated DDR is greater than Pool Manager's Customer Pool's aggregated DCQ, Pool Manager shall be responsible for taking such actions as are required to obtain sufficient Transportation Service Provider capacity to meet its Customer Pool requirements, such additional quantities shall be equal to Pool Manager's Customer Pool's DDCV. Pool Manager may acquire such Transportation Service Provider capacity quantities from any source.

Pool Manager Warranty:
Each Pool Manager warrants that it will have at the time it delivers or causes the delivery of natural Gas into the Company's distribution system good title to deliver the Gas. Each Pool Manager warrants that the natural Gas it delivers or causes to be delivered shall be free and clear of all liens, encumbrances, and claims whatsoever; that it will indemnify the Company and hold it harmless from all suits, actions, debts, losses and expenses arising from any adverse claims of any person to the natural Gas; and that it will indemnify the Company and hold it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by the party making delivery.

Responsibility for Natural Gas:
The Company and the Pool Manager shall be jointly and severely liable for the natural Gas while it is in the Company's distribution system between Company's City Gate(s) and the point of delivery to the Customer. The Pool Manager shall be solely liable for the natural Gas until it is delivered to Company's City Gate(s). The party or parties thus responsible for the natural Gas shall bear liability for all injury or damage caused thereby. Notwithstanding anything to the contrary stated herein, a Pool Manager shall indemnify the Company for all injury, damage, loss, or liability of the Company caused by Pool Manager's delivery of natural Gas not complying with the Natural Gas Quality Section of this Tariff.

POOL MANAGER SERVICE – (PMS) - CONTINUED

Natural Gas Quality:
All-natural Gas delivered, or caused to be delivered, into Company's distribution system by or on behalf of a Pool Manager will be merchantable and shall conform to the natural Gas quality specifications set forth in the "Quality of Gas" section of this Tariff.

Billing:
The Company shall render to a Pool Manager on or before the 20th calendar day of each Month a bill for Pool Manager's monthly Customer Charge and for all imbalance charges as defined in Billing Adjustments during the preceding Month.

Payment:
Pool Manager shall pay the Company the amount due under any bill from the Company within ten (10) days after receipt by the Pool Manager of the bill from the Company. The Company may at its option require the Pool Manager to make payment of any bill by electronic transfer within such ten (10) day period. Any bill not paid within such ten (10) day period shall bear interest at the rate of one and one-half percent (1.5%) per Month.

Billing Disputes:
Pool Manager may dispute the amount of any bill by notifying the Company within sixty (60) days of receipt by the Pool Manager of the bill from the Company. If a Pool Manager in good faith disputes the amount of any bill, the Pool Manager shall nevertheless pay to the Company the amount of such bill. Company shall have thirty (30) days to resolve such disputes with Pool Manager and will refund to Pool Manager any amount resolved in favor of Pool Manager within ten (10) days of such resolution.

Standards of Conduct:
In addition to the above terms and conditions, Pool Managers must agree to comply with any standards of conduct or other requirements set forth by the FPSC.

Termination of Service:
Pool Manager will be responsible for providing Company with a duly executed CI Pool Manager Customer Termination Notice (See Sheet No. 8.132) not less than thirty (30) Working Days prior to the Pool Manager's desired date for termination of service to Customer.

CFG and Indiantown Service Areas
SHIPPER ADMINISTRATIVE AND BILLING SERVICE - (SABS)

Availability:
Throughout the CFG and Indiantown Service Areas of the Company.

Applicability:
Service under this Rate Schedule is mandatory for all Indiantown and CFG TTS Pool Managers delivering, or causing to be delivered, Gas to the Company's distribution system for transportation to Customers and who utilize the Company for billing Gas costs to Customers.

Monthly Rate:

TTS Pool Billing Administration Charge:

Indiantown Service Area:	$0.00
Ft. Meade and FPUC Service Areas	Not applicable
CFG Service Area:	$300.00 per pool

Per Customer Charge:

Indiantown Service Area:	$2.03 per Customer
CFG Service Area:	$5.50 per Customer
Ft. Meade and FPUC Service Areas:	Not applicable

Minimum Charge:
The TTS Pool Billing Administration Charge.

Billing Adjustments:
The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

All Companies
SHIPPER ADMINISTRATIVE SERVICE - (SAS)

Availability:
Throughout the Service Areas of the Company.

Applicability:
Service under this Rate Schedule is mandatory for all CI Pool Managers, delivering, or causing to be delivered, Gas to the Company's distribution system for transportation to Customers.

Monthly Rate:

CI Pool Administration Charge:

Indiantown Service Area:	$0.00 per pool
Ft. Meade and FPUC Service Areas:	$100.00 per pool
CFG Service Area:	$300.00 per pool

Per Customer Charge:

Indiantown Service Area:	$2.03 per Customer
CFG Service Area:	$7.50 per Customer
Ft. Meade and FPUC Service Areas:	$0.00

Minimum Charge:
The CI Pool Administration Charge.

Billing Adjustments:
The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

OFF-SYSTEM DELIVERY POINT OPERATOR SERVICE – (OSDPOS)

Availability:
Throughout the areas of the state where Company's facilities are not connected to Transportation Service Provider's custody transfer point(s) and Company is willing to provide Off-System Delivery Point Operator Service to a prospective Customer.

Applicability:
Shippers that enter into an agreement with Company whereas Company, its agent, or a regulated affiliate provides the OS-DPOS at an off-system Delivery Point with Transportation Service Provider.

Monthly Rate:

Dekatherm/Day Measured at an Off-System Delivery Point	Monthly Rate
Up to 500 Dekatherms	$ 41.67
501 – 1,000 Dekatherms	$ 83.34
1,001 – 2,500 Dekatherms	$ 208.34
2,501 – 5,000 Dekatherms	$ 416.67
5,001 – 10,000 Dekatherms	$ 833.34
10,001 – 25,000 Dekatherms	$ 1,250.00
Over 25,001 Dekatherms	$ 1,666.67

Billing Adjustments:
The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

CUSTOMER RIDERS
CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER)

Availability:
Throughout the Service Areas of the Company.

Applicability:
Customers with Alternate Fuel capabilities who execute a CTS Affidavit (Sheet Nos. 8.114-8.115) and a Contract Transportation Service Agreement (Sheet Nos. 8.116-8.123), which is accepted by Company, for a minimum term of one year, and who transport over 25,000 Therms annually.

Monthly Rate:
Customer may at any time request a reduction in the applicable rate schedule Monthly Rate by completing, and submitting to the Company, CTS Affidavit. Determination of Customer's cost of Alternate Fuel shall be based on information set forth in Company's CTS Affidavit. Customer shall certify that its cost of Alternate Fuel is less than the delivered cost of Gas transported by Company. Once a Customer has submitted and Company has accepted CTS Affidavit, the Customer shall resubmit such form, with then current information, on or before the first day of each Month thereafter, and at any time there is any change in any information contained in a form previously submitted. The Monthly Rate for a Customer, who does not submit a properly completed CTS Affidavit as required hereunder, or if Company does not accept the completed form, shall be the currently applicable Tariff rate for the Customer.

The Monthly Rate to Customer shall be determined by Company based upon Company's evaluation of competitive conditions. Such conditions may include but are not necessarily limited to the cost of Gas which is available to serve Customer; the delivered price of Customer's designated Alternate Fuel; the availability of such Alternate Fuel; and the nature of Customer's operations. Company may from time to time increase or reduce the Monthly Rate as it deems necessary or appropriate to compete with Alternate Fuel but shall have no obligation to do so.

Company will notify Customer immediately by telephone or electronic communication to be followed by written notification within 24 hours of any change in the Monthly Rate. The noticed change in the Monthly Rate shall specify that the new Monthly Rate shall be effective beginning either the subsequent Gas Month or the subsequent Gas Day, as specified in the notice.

In instances where the Customer is able to demonstrate the ability and intent to bypass the Company's distribution system, the distribution charge shall, in the discretion of the Company, be the rate per Therm necessary to retain the Customer on the Company's distribution system, provided that such rate is demonstrated to be in the long-term best interests of both the Company and its rate payers.

CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER) - CONTINUED

Terms and Conditions of Service:

1. The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

2. Service under this Rate Schedule is subject to the Terms and Conditions for Transportation Service as provided in this Tariff.

3. In the event the Company agrees to provide the necessary natural Gas conversion equipment and installation, an agreement as to terms and conditions governing recovery of such conversion costs from the Customer may be entered into and the initial term of Transportation Service shall at a minimum be the same as the period of recovery stated in the agreement. Further, the rates established in the monthly rate section may be adjusted to provide for recovery by the Company of the costs incurred including carrying cost at the Company's overall cost of capital, in providing such natural Gas conversion equipment and installation. At such time as the Company has recovered its cost of providing the natural Gas conversion, bills rendered under this rate schedule shall return to the rates stated herein.

4. Service under this schedule shall be subject to the terms and conditions of the Transportation Service Agreement between the Company and the Customer and, unless otherwise indicated herein or in the Transportation Service Agreement, to the Terms and Conditions for Transportation Service set forth in this Tariff.

5. Alternate Fuel or Bypass Certification:
   The new or existing Customer shall certify that its cost of Alternate Fuel or bypass is less than the delivered cost of Gas received under Company's Transportation Service. Determination of Customer's cost of Alternate Fuel shall be based on information set forth in an affidavit acceptable to the Company. Once a Customer has submitted such form, and the same has been accepted by the Company, the Customer shall resubmit such form, with then current information, on the first day of each Month thereafter, and at any time there is any change in any information contained in a form previously submitted.

   The monthly rate for a Customer who submits no affidavit to Company, or who fails to submit such form (properly completed) as required hereunder, or who's completed form if not accepted by Company, shall be the currently applicable non-adjusted rate.

CONTRACT TRANSPORTATION SERVICE – RIDER – (CTS - RIDER) - CONTINUED

6. Transportation Service rendered under this Rate Schedule may be curtailed or fully interrupted at the sole discretion of the Company in accordance with the Transportation Service Agreement and the provisions of the Curtailment Plan. The Company assumes no liability for any loss or damage that may be sustained by Customer by reason of any Curtailment or interruption of gas service rendered under this Rate Schedule.

AREA EXTENSION PROGRAM – RIDER – (AEP - RIDER)

Availability:
Throughout the Service Areas of the Company.

Applicability:
Customers activating Gas service prior to the completed build out date following the in-service date of the extension of facilities for which an AEP Charge has been established, in accordance with Section F.3. of this Tariff.

Monthly Rate:

The AEP monthly rate shall be calculated by dividing (1) the estimated amount of additional revenue required (inclusive of the Company's estimated allowed cost of capital) in excess of the MACC by (2) the number of Customer premises projected to be served at the end of year six (6) following the in-service date of the extension. The result of said calculation shall be divided by the number of months in the amortization period. The AEP-Rider charge shall be stated as a fixed dollar amount per Customer premise per Month and added to the applicable Transportation Charge of the Monthly Rate for each respective Customer to which the AEP-Rider is applicable.

Existing Areas Subject to AEP Charge	Monthly AEP Charge/Customer
None	

BILLING ADJUSTMENTS
COMPETITIVE RATE ADJUSTMENT

<u>Applicability:</u>
To the Monthly Rate provision in each of the Company's Rate Schedules, except those receiving service under the Contract Transportation Service (CTS) Rider or a Special Contract, shall be adjusted as determined in a subsequent filing made by the Company.

The distribution and transportation charges for Gas and Transportation Service is subject to adjustment in accordance with the following provisions for shortfalls or surpluses in the Company's revenues resulting from Regulated Gas Sales Service and Transportation Service under the CTS rider.

1. For the purposes of this clause, the following definitions shall apply:

    a. "Actual revenue" means Company's actual revenue derived from service provided to Alternate Fuel Customers at rates prescribed, under the rates section of the CTS Rider, during a determination period.

    b. "Base revenue" means the revenue which Company would have derived had all Gas transported at rates prescribed, under the “currently applicable base rate,” during a determination period, been billed at the base transportation charge.

    c. “Currently Applicable Base Rate” means the Regulated Gas Sales Service or Transportation Service Rate Schedule for which the Customer would otherwise qualify for service.

    d. "Surplus" means the amount, if any, by which Company’s actual revenue exceeds its base revenue for a determination period.

    e. "Shortfall" means the amount, if any, by which the Company’s base revenue exceeds its actual revenue for a determination period.

    f. The existence of a shortfall or surplus shall be determined by comparing Company's actual revenue with its base revenue. This determination shall be made each year for the twelve-Months ending December ("Determination Period").

    g. Adjustments to rates pursuant to this clause shall be implemented during an "Adjustment Period," which shall be the twelve Months immediately following the Determination Period in the event of a surplus. In the event of a shortfall, any twelve successive Months ending on a December 30 within five years following the Determination Period may be an Adjustment Period.

COMPETITIVE RATE ADJUSTMENT – CONTINUED

2. In the event of a Surplus, Company shall reduce rates to Customers to credit them with revenues equal to one-half the surplus. In the event of a shortfall, Company may increase rates to Customers to recover an amount not to exceed one-half the Shortfall. The amount of any credit or recovery is governed by the following:

   Surplus = (Actual revenue – Base revenue) x 0.5
   Short fall recovery = (Base Revenue – Actual revenue) x 0.5

   A Surplus credit or Shortfall recovery shall be implemented during an adjustment period by reducing or increasing the transportation charges prescribed in each applicable rate schedule. The adjustment factor computed for each rate schedule shall conform to the methodology approved by the FPSC for use in determining cost recovery factors by rate schedule in the Company's Energy Conservation Cost Recovery Adjustment.

   Any variation between the actual credit to Customers and the amount calculated pursuant to the preceding paragraph, or between the Actual Shortfall calculated amount which the Company elected to recover in an adjustment period, shall be "trued-up" during the succeeding twelve Months pursuant to methodology approved by the FPSC.

   Company may defer all or a portion of a shortfall recovery to a subsequent adjustment period or portion thereof.

   All adjustment factors computed on a per Therm basis shall be rounded to the nearest 0.001 cent per Therm for Customers served pursuant to the Company's applicable variable rate schedules and to the nearest $0.01 per bill for Customers served pursuant to the Company's applicable fixed rate schedules.

ENERGY CONSERVATION COST RECOVERY

Applicability:
All Customers receiving Regulated Gas Sales Service or Transportation Service from the Company and are assigned to or have selected the rate schedules listed below. The bill for Gas or Transportation Service, as applicable, supplied to the Customer in and Billing Period shall be adjusted as follows:

Except as otherwise provided herein, each rate schedule listed below shall be increased or decreased to the nearest .001 cent multiplied by the tax factor of 1.00503 for each Therm to recover the conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's energy conservation plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in the Commission Rule 25-17.015, F.A.C.

The cost recovery factors for the period from the first billing cycle for each Company Operating Unit for the period of January 2026 through the last billing cycle for December 2026 are as follows:

Rate Schedule	Rates per Therm
RES-1 and REST-1	$0 .26994
RES-2 and REST-2	$0 .16161
RES-3 and REST-3	$0 .08628
RES-SG and REST-SG	$0 .31997
GS-1 and GTS-1	$0 .07538
GS-2 and GTS-2	$0 .06409
GS-3 and GTS-3	$0 .05734
GS-4 and GTS-4	$0 .05100
GS-5 and GTS-5	$0 .03856
GS-6 and GTS-6	$0 .03671
GS-7 and GTS-7	$0 .02983
GS-8A and GTS-8A	$0 .02943
GS-8B and GTS-8B	$0 .02578
GS-8C and GTS-8C	$0 .01695
GS-8D and GTS-8D	$0 .01211
COM-NGV AND COM-NGVT	$0 .03386
COM-SG AND COM-SGT	$0 .25075

GAS UTILITY ACCESS AND REPLACEMENT DIRECTIVE (GUARD)

Applicability:
The bill for Regulated Gas Sales Service or Transportation Service, as applicable, supplied to a Customer in any Billing Period shall be adjusted as follows:

The GUARD factors for the period from the first billing cycle for January 2026 through the last billing cycle for December 2026 are as follows:

Rate Schedule	Rates per Therm
RES-1 and REST-1	$0.44986
RES-2 and REST-2	$0.26015
RES-3 and REST-3	$0.07144
RES-SG and SGT	$0.26120
GS-1 and GTS-1	$0.04418
GS-2 and GTS-2	$0.07111
GS-3 and GTS-3	$0.06678
GS-4 and GTS4	$0.06711
GS-5 and GTS-5	$0.05608
GS-6 and GTS-6	$0.05948
GS-7 and GTS-7	$0.04616
GS-8A and GTS-8A	$0.04291
GS-8B and GTS-8B	$0.04291
GS-8C and GTS-8C	$0.04291
GS-8D and GTS-8D	$0.04291
COM-INT and COM-INTT	$0.02758
COM-NGV and COM-NGVT	$0.05497
COM-OL and COM-OLT	$0.06469
COM-SG and COM-SGT	$0.21564

GAS UTILITY ACCESS AND REPLACEMENT DIRECTIVE – CONTINUED

Definitions:
The GUARD Program minimizes impact to Customers, but at the same time, allows the Company to accelerate its replacement program for eligible infrastructure. Costs incurred to remove the existing eligible distribution Mains and Service Lines are not recoverable under the GUARD Program

The Eligible Infrastructure Replacement includes the following:

1. Company plant investment that
    a. Does not increase revenues by directly connecting new Customer to the plant asset,
    b. is in service and used and useful in providing utility service, and
    c. was not included in the Company's rate base for purposed of determining the Company's base rates in its most recent general base rate proceeding.

2. Mains and Service Lines, as replacements for existing Rear Lot facilities and other problematic facilities, and regulation station and other pipeline system components, the installation of which is required as a consequence of the replacement of the aforesaid facilities.

The Company is recovering its revenue requirement on the actual investment amounts. The revenue requirements are inclusive of:

1. Return on investment as calculated using the allowable equity and debt components of the Company's weighted cost of capital,

2. Depreciation expense (respectively calculated using the currently approved depreciation rates),

3. Customer and general public notification expenses associated with GUARD for:

    a. All Customers regarding the implementation of the GUARD Program and the approved surcharge factors:
    b. The immediately affected Customers where the eligible infrastructure is being replaced, and
    c. The general public through publications (newspapers) covering the geographic areas of the eligible infrastructure replacement activities.

4. Ad valorem taxes, grossed up for federal and state income taxes.

GAS UTILITY ACCESS AND REPLACEMENT DIRECTIVE– CONTINUED

The Company is utilizing a surcharge mechanism in order to recoup the costs associated with the GUARD Program. The Company has developed its GUARD surcharge factors for each rate classification utilizing the same investment data developed and approved in its most recent rate case.
The GUARD surcharge for each Customer class will be a per Therm rate per Month that is calculated by multiplying the GUARD revenue requirements by the percentage representing a class share of such requirements and dividing the result by the projected therm sales.

TRANSPORTATION COST RECOVERY ADJUSTMENT

RESERVED FOR FUTURE USE

SWING SERVICE RIDER

Applicability:
The bill for Transportation Service supplied to a Customer in any Billing Period shall be adjusted as follows:

The Swing Service factors for the period from the first billing cycle for each Company Operating Unit for the period of January 2026 through the last billing cycle for December 2026 are as follows:

Rate Schedule	Rates per Therm
REST-1	$0.2663
REST-2	$0.2779
REST-3	$0.3148
GTS-1	$0.2499
GTS-2	$0.2391
GTS-3	$0.2369
GTS-4	$0.2409
GTS-5	$0.2392
GTS-6	$0.2355
GTS-7	$0.1760
GTS-8A	$0.2148
GTS-8B	$0.2079
GTS-8C	$0.2074
GTS-8D	$0.2266
COM-OLT	$0.2226

Definitions
This surcharge allocates a fair portion of Upstream Capacity Costs and expenses associated with the provision of Swing Service to transportation Customers in accordance with FPSC approval.

OPERATIONAL BALANCING ACCOUNT

Authorization for Recovery or Refund:
It is the intent of this Tariff that the Company shall be authorized to recover or refund any and all charges and credits, related to the provision of Transportation Service, as have historically been recovered from or allocated pursuant to the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.

Charges or Credits:
The OBA provides the mechanism by which the Company accumulates and allocates the following charges or credits, which include but are not limited to:

1. Charges or credits associated with balancing, the measured Gas quantities at the Company's Delivery Points with Transportation Service Providers scheduled quantities of Gas on Transportation Service Providers' system(s).

2. Charges or credits associated with the balancing between Pool Manager, Shipper's Designees, and Customers on the Company's distribution systems, less Retainage for unaccounted for gas, to actual daily deliveries of Gas by Company to Customers.

3. Charges or credits associated with the "Operational Controls" Section Y.7 of this Tariff. Such charges or credits associated with the Operational Controls shall be recorded in a separate sub-account of the Operational Balancing Account ("OBA").

4. Charges or credits associated with any unreleased Transportation Service Provider capacity that has not otherwise been assigned or allocated.

5. Charges or credits resulting from the over and under collection of Company's interstate pipeline capacity costs calculated monthly using Company's projected weighted average pipeline capacity expenses and released on an annualized basis and as described herein.

    a. Company shall calculate the Weighted Average Capacity Cost ("WACC") annually (on a calendar year basis) as follows:

       The Company's Weighted Average Cost of Capacity ("WACC") shall equal the projected annualized weighted average cost of capacity excluding releases to ITS Customers, Customers receiving service under Company's Rate Schedules FGS and Rider CTS, Customers served by the Company pursuant to a Special Contract, Customers who utilize upstream capacity released by the Company pursuant to an asset management agreement, and capacity released by Company pursuant to a long-term capacity release i.e., a period longer than one year.

OPERATIONAL BALANCING ACCOUNT – CONTINUED

Company shall include a load factor adjustment to Company's WACC based on Company's Residential and Non-residential Customer(s) daily demand and load factor(s) and on-going Company interstate pipeline capacity acquisition, turn-back, or long-term releases.

Company may re-project Company's WACC throughout the calendar year and if the re-projected expenses for the remaining period exceed projected recovery for the twelve (12) month period, the Company may re-project the WACC and recall and rerelease capacity to the applicable Pool Manager at the recalculated WACC.

Any over-recovery or under-recovery of Company's interstate capacity costs included in the WACC by the Company shall be "trued-up". The "trued up" WACC amount shall be applied prospectively to the succeeding calendar year's projected WACC.

Company shall maintain a separate sub-account in this OBA to track interstate pipeline capacity expenses included in Company's OBA.

6. Charges and credits associated with providing Temporary Back-Up Service in the event of the non-performance of Customer, Shipper's Designee, or Pool Manager.

7. Other charges or credits related to the provision of Transportation Service that have historically been recovered or allocated through the Commission's ongoing Purchased Gas Cost Recovery Factor cost recovery proceedings.

8. This mechanism should not be considered to preclude the Company from recovering other penalties and charges from its Customers as otherwise defined in this Tariff.

Disposition of OBA Balance:
A Customer or Pool Manager may request that its OBA balance be billed and paid on a regular monthly basis or at the end of each calendar quarter, which may be granted at the Company's discretion. Where the OBA is not billed regularly on a monthly or quarterly basis, the Company shall, within 30 days after calendar quarter end, dispose of any OBA balance with Customers and Pool Managers if such balance is at least $100,000 (debit or credit balance). If the OBA balance at calendar quarter end is below $100,000 (debit or credit balance), then the Company shall not dispose of the OBA balance until such time that the OBA balance is at least $100,000 (debit or credit balance) at any subsequent calendar quarter. The Company shall, within 45 days after calendar year end, dispose of the OBA balance, regardless of balance amount, with Customers and Pool Managers. Each Customer's or Pool Manager's refund or charge shall be based upon

OPERATIONAL BALANCING ACCOUNT – CONTINUED

the proportion of scheduled Gas of each Customer or Pool Manager to the total amount of scheduled Gas by all Customers and Pool Managers during the corresponding OBA refund or charge period.

ENVIRONMENTAL COST RECOVERY SURCHARGE

Applicability:
The Non-Fuel Energy Charge or Transportation Service Charge to a Customer in any billing period shall be adjusted as follows to recover the Company's cost related to the environmental remediation of its manufactured Gas plant sites in all of the Company's Service Areas.

Except as otherwise provided herein, each rate schedule listed below shall be increased or decreased to the nearest .001 cent multiplied by the tax factor of 1.00503 for each Therm to recover the environmental mitigation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's environmental remediation plan.

The cost recovery factors for the duration of the remediation efforts have been established pursuant to the methodology approved by the Commission Order in Docket No. 20220067-GU.

Rate Schedule	Per Customer Bill/Per Month
RES-1 and REST-1	$0.12
RES-2 and REST-2	$0.18
RES-3 and REST-3	$0.40
RES-SG and RES-SGT	$0.28
GS-1 and GTS-1	$0.37
GS-2 and GTS-2	$1.47
GS-3 and GTS-3	$3.23
G4-4 and GTS-4	$6.98
GS-5 and GTS-5	$33.09
GS-6 and GTS-6	$100.01
GS-7 and GTS-7	$174.06
GS8A and GTS-8A	$253.22
GS-8B and GTS-8B	$337.88
GS-8C and GTS 8C	$254.90
GS-8D and GTS-8D	$618.33
COM-INT and COM-INTT	$113.49
COM-NGV and COM-NGVT	$128.71
COM-OL and COM-OLT	$1.26
COM-SG and COM-SGT	$0.45

SOLAR WATER HEATING ADMINISTRATIVE BILLING SERVICE

Availability:
Throughout the Service Areas of the Company.

Applicability:
Service under this Rate Schedule is mandatory for any third-party entity (the "SWHS Contractor") installing residential combination thermal solar and natural Gas water heating systems on the Company's Gas distribution system that have entered into an SWHS agreement with the' Company. The Company shall provide a payment agent/collection service for authorized SWHS Contractors. Each Month, the Company shall bill applicable Customers the SWHS Contractor's charge for installing and maintaining the combination solar/Gas water heating system. The Company shall remit such funds collected from Customers, less the SWHS Customer Charge, to the applicable SWHS contractors. The Company shall have no obligation to the SWHS Contractor for any charges that are not collected from Customers.

Monthly Rate:
Customer Charge: $7.50 per bill

Minimum Charge:
The Customer Charge.

Terms of Payment:
Bills are rendered net and are due and payable within twenty (20) days from date of mailing or delivery by the Company.

Billing Adjustments:
The above rates shall be subject to the applicable Billing Adjustments set forth on Sheet Nos. 7.300-7.417.

TAXES AND OTHER ADJUSTMENTS

There will be added to all bills rendered, all applicable local, state and federal fees and taxes, including but not limited to, municipal utility taxes, franchise fees, state gross receipts tax, and state sales taxes presently assessed by governmental authorities, as well as any future changes or new fees, taxes or assessments by any governmental authorities subsequent to the effective date of this Tariff. All such fees, taxes and assessments as described above shall be shown on Customer or Pool Manager bills.

FPUC and Ft. Meade Service Areas
PURCHASED GAS COST RECOVERY FACTOR

The energy charge of the Monthly Rate for Regulated Gas Sales Service supplied in any billing period shall be adjusted by the Company's expected weighted average costs of Gas (WACOG). The WACOG may not exceed the Commission-approved purchased Gas cost recovery factor based on estimated Gas purchases for the 12-Month periods of January through December, in accordance with the methodology adopted by the Commission on May 19, 1991, in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order of the Commission. The factors determined as set forth above were grossed up by 1.00503 for regulatory fees (1.00000 for Customers using the Gas supply solely for the generation of electricity), and rounded to the nearest $.00001 per Therm, to be applied to the total number of Therms consumed by the Customer during the billing period.

The purchased Gas cost recovery factor approved by the Commission for the billing Months of January 2026 through December 2026 is 1.2769 dollars per Therm.

The purchased Gas cost recovery factor shall serve as a cap or maximum recovery factor. If re-projected expenses for the remaining period exceed projected recoveries by at least 10% for the twelve-Month period, a mid-course correction may formally be requested by the Company. For changes in market conditions and costs, the Company, upon one day's notice to the Commission, shall have the option of flexing downward (reducing the WACOGs) or upward (increasing the WACOGs) to the extent that the increase does not exceed the authorized cap. The current Month's WACOGs may be adjusted for prior Months' differences between projected and actual costs of Gas purchased but may not exceed the approved cap for the period.

Any over recovery or under recovery of purchased Gas costs by the Company shall be "trued-up" (refunded to Customer or collected by Company), with interest, during the next twelve Month period, in accordance with the methodology adopted by the FPSC on May 19, 1998 in Order No. PSC-98-0691-FOF-PU, or as such methodology may be amended from time to time by further order to the FPSC.

CFG and Indiantown Service Areas
SHIPPER OF LAST RESORT

Applicability:
All Customers in a TTS Customer Pool, only when the Company, upon default of all TTS Pool Managers, is providing the Shipper of Last Resort Service.

The Monthly Rate shall contain an additional component (the "SOLR Fuel Charge") for Gas supplied in any billing period. The SOLR Fuel Charge shall be Company's weighted average cost of Gas (WACOG). The WACOG shall be derived from such charges (Gas supply costs, interstate pipeline capacity charges, monthly imbalance charges, Operational Order charges, SABS Charges, etc.) that comprise the total cost of Gas to the Company. The WACOG shall be determined in accordance with the methodology adopted by the Commission on May 2, 1991, in Order No. 24463, Docket No. 910003-GU, or as such methodology may be amended from time to time by further order of the Commission. The WACOG determined as set forth above shall be grossed up by 1.00503 for regulatory fees and rounded to the nearest $0.00001 per Therm, to be applied to the total number of Therms consumed by the Customer during each billing period.

During the time the Company is providing SOLR Service, all over- or under-recovery of the cost of Gas supplied by the Company shall be "trued up", with interest, during succeeding billing periods as an adjustment to the WACOG. Upon selection and activation of a new TTS Pool Manager(s), Company shall, on a pro-rata basis, credit or bill the new TTS Pool Manager(s) the remaining over- or under-recovery of the cost of Gas supplied.

RESERVED FOR FUTURE USE

RESERVED FOR FUTURE USE

INDEX OF STANDARD FORMS

STANDARD FORMS

A. NATURAL GAS SERVICE AGREEMENT

FLORIDA PUBLIC UTILITIES

Natural Gas Service Agreement

The applicant named on this front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer: <<Opportunity_Account>> Phone: <<Opportunity_Account_Phone_Number

DBA: <<Account_DBA>>

Service Address: <<Account_ShippingStreet>>, <<Account_ShippingCity>>, <<Account_ShippingState>> <<Account_ShippingPostalCode>>

Mailing Address: <<Account_BillingStreet>>, <<Account_BillingCity>>, <<Account_BillingState>> <<Account_BillingPostalCode>>

Rate Class: <<Rate_Schedule_Cla Connect Fee: <<Opportunity_Turn_ Monthly Charge: <<Rate_Schedule_

Account Deposit: <<Opportunity_Depo Appliance Conversion Charge: N/A

Company contends to provide gas service to the Customer in consideration of the following appliance(s) being installed for gas operation with the estimated annual consumption.

Estimated Annual Usage in Therms: <<Opportunity_T

Gas Appliance(s) Schedule		Description
<<Opp	<<Product_Name>>	<<Opportunity_LineItem_Description>

Account Manager: <<OpportunityOwner_FirstName>> Phone: <<OpportunityOwner_Phone>>

Field Coordinator: <<Opportunity_FieldCoordinatorLK>> Phone: <<Opportunity_FC_Phone>>

This agreement shall not be binding upon Company until approved and accepted on its behalf by one of its representatives in the space provided below, and thereafter shall bind and benefit the parties hereto for the term of (___) years after the commencement of service by Company to Customer and thereafter from year to year until written notice of cancellation shall be given by either party to the other at least 90 days prior to the annual renewal date, their successors and assigns. This agreement may not be amended or modified except by an instrument in writing signed by the Company and Customer.

APPROVED AND ACCEPTED:

By: ____________________ By: ____________________

Florida Public Utilities Agent's Signature Customer's Signature

<<OpportunityOwner_FirstName>>

Account Manager Customer

Date

☐ Customer elects a minimum annual commitment in lieu of the advance in aid of construction as described on applicable tariff rate schedule.
(Applicable only to Customers Natural Gas Vehicle Service Rates)

A. NATURAL GAS SERVICE AGREEMENT (BACK)

Natural Gas Service Terms and Conditions

The appliance names on the front page hereof identified as ("Customer") agrees to buy gas from Florida Public Utilities ("Company"), and Company agrees to sell gas to Customer under the rate classification indicated on the first page hereof and under the terms and conditions of this contract and pursuant to the applicable provisions of Company's tariff approved by the Florida Public Service Commission.

Customer and owner agree to permit the Company to install its facilities on the property listed on the first page hereof and to provide Company with egress and ingress to install, maintain or remove its gas line and equipment and to periodically read meter. Customer and owner further agree that all facilities installed by the Company, up to and including the outlet of the gas meter, shall forever remain the property of the Company. Customer, if other than owner of property on which installation is to be made, shall provide Company with either written documentation of property's owner consent for the installation of a natural gas service on the property or have the property owner complete a Property Owner's Consent Form (FPUC Form No. POCF).

Customer agrees to pay Company for all service rendered hereunder at the designated rate as it now or may subsequently be lawfully amended or superseded. If Customer fails or refuses to take gas service from the Company, Customer shall pay to the Company the actual cost incurred by the Company in constructing the facilities to have been used in providing service to the Customer. Any deposits currently held by the Company shall be forfeited by Customer in payment or partial payment of these costs.

No agent or employee of Company has any power to amend or waive any of the provisions of this contract or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. This instrument constitutes the entire contract between the parties.

Customer agrees to accept and be bound by all rules and regulations of Company in connection with the service hereby covered, which are now or may hereafter be filed with, issued and promulgated by the Florida Public Service Commission or other Governmental bodies having jurisdiction thereof.

Company and Customer do respectively assume full responsibility and liability for the maintenance and operation of the facilities owned or operated by each and each shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property incurred, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

B. EXTENSION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES

Extension of Facilities Agreement

This agreement, executed in duplicate as of the ______ day of ________,________, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and ____________________________, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an extension or increase of the facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an extension or increase;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will extend or increase its facilities as follows:

The Utility will commence the extention or increase of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the extention or increase of its facilities as soon as reasonably possible provided, however, that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

2. To compensate the Utility for the cost and expense of the aforesaid extention or increase of its facilities in accordance with the Utility's with the Utility's Rules and Regulations for extensions, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of ______________ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility in accordance with the Utility's Rules and Regulations for service requiring extension of facilities within the service area of the Utility in ________________. The Utility's Rules and Regulations as filed with and approved by the Florida Public Service Commission are made a part of this Agreement.

3. The parties agree that the refund provision as set forth in the Utility's approved Rules and Regulations; 7 part B, paragraph 2, shall be exercised according to option (a) at the end of the initial year of service or (b) at the end of the initial four years of service. The estimated annual gas revenue less cost of gas used to determine the amount paid in item (2) above is ______________ Consumer agrees that option **B** is to be used.

4. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid extended or increased facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the extended or increased facilities for the purpose of serving other Consumers of the Utility.

5. After the extention or increase of the facilities described above, the Utility agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the extended or increased facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

6. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this Agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By: ______________________________

Service Address:

______________________________ By: ______________________________
, FL Consumer:
Owner:

C. IMPROVEMENT OR RELOCATION OF FACILITIES AGREEMENT

FLORIDA PUBLIC UTILITIES

Improvement or Relocation of Facilities Agreement

This agreement, executed in duplicate as of the______ day of _________,_________, by and between Florida Public Utilities Company, a Florida Corporation, hereinafter referred to as the "Utility", party of the First part, and ________________________________, hereinafter referred to as the "Consumer", party of the Second part witnesseth:

Whereas, the Consumer is desirous of securing an improvement or relocation of existing facilities of the Utility as hereinafter described; and whereas, the Utility is willing to make such an improvement or relocation;

Now, therefore, in consideration of the respective and mutual covenants and agreements contained herein and hereinafter set forth, the parties hereto agree with each other as follows:

1. The Utility will improve or relocate existing facilities as follows:

The Utility will commence the improvement or relocation of its existing facilities forthwith after the execution of this agreement and use its best efforts to complete the improvements or relocation of its facilities as soon as reasonably possible; provided however that the parties expressly agree that the Utility shall not be liable or responsible for any delay caused by or resulting from shortages or unavailability of material or labor, or for any other hindrance or delay beyond the control of the Utility.

2. To compensate the Utility for the cost and expense of the aforesaid improvement or relocation of its facilities, the Consumer simultaneously with the execution of this agreement has paid to the Utility the sum of _______________ the receipt of which hereby is acknowledged by the Utility. The parties agree that said sum was paid by the Consumer to and received by the Utility without the right of any rebate, credit, reduction or adjustment in favor of either party.

3. The parties agree that the utility shall at all times have title to and keep ownership and control in and over the aforesaid improved or relocated facilities, including but not limited to all new materials and equipment installed therein; and the parties agree further that the Utility shall have the sole and exclusive right to use the improved or relocated facilities for the purpose of serving other customers of the utility.

4. After the improvement or relocation of the facilities described above, the Consumer agrees that subject to all applicable terms, provisions, rights, duties and penalties the Consumer will in the usual manner and at the usual times pay for the utilities and services delivered to the Consumer by means of the improved or relocated facilities in accordance with the Company's tariffs filed with and approved by the Florida Public Service Commission.

5. The parties agree that no representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon either of the parties hereto unless incorporated in this agreement; and the parties agree further that this agreement covers and includes the entire agreement between the parties. The parties agree that all covenants and agreements contained herein shall extend to, be obligatory upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that the Consumer may not transfer or assign all or any part of this agreement or any right which he may obtain hereunder without first obtaining the written consent of the Utility.

In witness whereof, the parties hereto have executed this Agreement as of the day and year hereinbefore first written.

"Utility"
FLORIDA PUBLIC UTILITIES COMPANY

By: ________________________________

Service Address:

________________________, FL

By: ________________________________
Consumer:

D. PROPERTY OWNER'S CONSENT FORM

PROPERTY OWNER'S CONSENT FORM

____ as the owner(s) of the property located at
Owner/Tenant

____
Street Address City or Town State

_______________ hereby grant to Florida Public Utilities Company the right to
County

install on said property the natural gas facilities required to provide gas service to the property and the right of ingress and egress to maintain, repair and operate said installed gas facilities provided, however, that Florida Public Utilities Company shall, upon completion of construction, be responsible for restoring that portion of the property used to facilitate the installation to a safe and usable condition similar or equal to that which existed prior to construction. Further, I/we agree that the installed gas service facilities shall remain forever the property and responsibility of Florida Public Utilities, its successors or assignees.

Consent Granted:

____
Owner

____
Name and Title

____
Print or Type

____
Date

E. BILL

FLORIDA PUBLIC UTILITIES

Account # : [redacted]
Service Period : 12/13-01/13
Route : 000945
Page 1 of 1
Billing Date: 01/19/2023
Service Location: [redacted]

Florida Public Utilities
P.O. Box 610
Marianna, FL 32447-0610
Customer Care: 1-800-427-7712
Blountstown/Bristol: (850) 674-4748
www.fpuc.com
711 for TTY / Relay Service

Previous Account Balance	Less Payments	Past Due Or Credit Balance	Current Charges	Current Charges Due On	Total NOW Due
$303.12	$303.12CR	$0.00	$504.51	02/09/2023	$504.51

* A Late Payment Fee will apply if amount due is greater than $5.00 and is not paid by due date.
* Past due balances are due immediately and subject to previous disconnect dates.
* The APR for installment contracts is 18%.

Meter Information - meter # [redacted]

Current Reading		0055867
Previous Reading	-	0053255
KWH Used	=	2612
Multiplying Factor	X	1
Total KWH Used	=	2,612.00
KW Used		0.00

Energy Usage	Last Year	This Year
KWH This Month	1699	2612
KWH/Day	55	84
Service Days	31	31

Amount Includes the following charges	
Customer Charge	16.95
Base Energy per Kwh	0.02736
Base Energy per Kwh over 1000 KWH	0.03887
PPA per KWH	0.11396
PPA per KWH over 1000 KWH	0.12646
Storm Charge per KWH	0.01280

New rates effective January 2023. For more details, visit FPUC.com/Notification

Current Account Activity

Billing For RS MRE21	
Electric Service Amount**	464.06
Florida Gross Receipts Tax	12.61
Jackson County Franchise Fee	27.84
TOTAL CURRENT ELECTRIC CHARGES	**504.51**
Total Current Charges	**$504.51**

FLORIDA PUBLIC UTILITIES

Florida Public Utilities
P.O. Box 610
Marianna, FL 32447-0610
711 for TTY / Relay Service

Address Service Requested

Route: 000945

[redacted]

To ensure proper credit: Please return his portion with payment, make check / money order payable to FPU and indicate account number.

Current Charges Due On:	02/09/2023
Account Number:	[redacted]
Amount Due:	**$504.51**
Check Number :	______________
Amount Enclosed:	______________

Please check box to indicate address / phone changes on the reverse side. ☐

FLORIDA PUBLIC UTILITIES
P.O. BOX 825925
PHILADELPHIA, PA 19182-5925
711 FOR TTY / RELAY SERVICE

004952340000000050451б0

F. NOTICE OF TERMINATION

FLORIDA PUBLIC UTILITIES
P.O. Box 610
Marianna, FL 32447-0610
Customer Care: 800-427-7712
www.fpuc.com

8/06/2019

2064 000000034

For service at:

Disconnect Date: 8/15/2019

Account Number

Dear

We understand it can sometimes be a challenge to pay bills on time, but it only becomes more difficult the longer you wait. We're sending you this important notice because you're important to us—and we need to receive your immediate payment. Your account has a past due balance of: $1665.20

Please pay this TOTAL AMOUNT in our office before the disconnect date to avoid disconnection of your service and losing any budget plan. The Disconnect Date above does not cancel any earlier notice if charges still remain past due. Any check payments returned by your bank as unpaid will result in disconnection without any further notice.

If your service unfortunately gets disconnected, reconnection will only be scheduled once payment of your "TOTAL PAST DUE" balance and "RECONNECT CHARGE" is received by our office. Reconnecting service may require access to your meter/ appliances, per Florida State Statutes. By remitting payments before the due date on future bills, you can avoid Past Due Notices, deposit increases, late fees, loss of services and reconnection charges.

We hope this reminder helps you take necessary action and we look forward to servicing you well into the future. Don't hesitate to call our local Customer Care Department with any questions.

Short on time? Go to the Quick Pay web site (shown on the back of your bill) or call Telepay at 1-866-957-2948 for a small fee. Add leading zeroes to the account number above to total eight digits.

PAST DUE BALANCE REMINDER

FN2019

G. METER / SERVICE ORDER

9/07/18 8:34 AM
CPKNEM01

Page 1
CCPK308

FPU / CPK PRODUCTION ENVIRONMENT(FPUFILES) 110715
CPK Service Order
** DUPLICATE COPY ** Service Order # 2114943
Service Order Type EMER

Account Information
Account #

Premises #
Point of Interest
Name
DBA:

Call Back Phone #
Phone Number
Business Phone

Service Order Information
Emergency (Comments Required)

* * * * * * * * * * * * * * * *
Crew WPB BOOKEEPING DEPARTMENT
Scheduled 8/08/2018
Time
Taken By CPKNOV01
Date 8/08/2018
Time 9:07:48
Req by

Premises Information
Service Address
Additional Desc
Route 1605 Stop 4330 Premises Type Service Only

*** S E R V I C E O R D E R ***

Current Read Date ____________

	Meter#	Mult	Pressure	Current Reading	Previous Reading	Previous Read Date		Peaks
G			1.01570			9/13/2017	W	14.85
							S	12.27

99-DO NOT USE-1.01570

G **Meter Information :** Meter # Serial #

MFG ___ Mult _____ Type __ Size _____ Dials ___ Install __________

Comment

Instruction (Service)
Front Middle

Pending SO

1998914 Res Gas Connect	10/31/2017	Eng Plan
1998913 Set & Lock Meter	10/31/2017	Eng Plan
1998910 Service New	10/31/2017	Eng Plan

Comment

Start Date __________ Time ________

Completed by _________________ Date __________ Time ________ Keyed ________

H. HAZARDOUS METER TAG

WARNING TAG
ETIQUETA DE ADVERTENCIA / ÉTIQUETTE D'AVERTISSEMENT
GAS COMPANY WARNING TAG

NOTICE OF HAZARDOUS OR SUBSTANDARD CONDITION
AVISO DE CONDICIÓN PELIGROSA O DEFICIENTE / AVIS DE CONDITION DANGEREUSE OU ANORMALE

FLORIDA PUBLIC UTILITIES COMPANY IS REQUIRED TO ISSUE A WARNING TAG AND TAKE SPECIFIC ACTIONS WHEN RECOGNIZING A HAZARDOUS CONDITION EXISTING ON A CUSTOMER'S PREMISES. THE CONDITIONS TO BE TAGGED AND THE ACTIONS TO BE TAKEN ARE GENERALLY AS FOLLOWS:
/ LA EMPRESA FLORIDA PUBLIC UTILITIES ESTÁ OBLIGADA A EXPEDIR UNA ETIQUETA DE ADVERTENCIA Y TOMAR MEDIDAS ESPECÍFICAS CUANDO IDENTIFICA UNA CONDICIÓN PELIGROSA EN LAS INSTALACIONES DE UN CLIENTE. POR LO GENERAL, LAS CONDICIONES QUE DEBEN IDENTIFICARSE Y LAS MEDIDAS QUE HAY QUE TOMAR SUELEN SER UNA DE LAS SIGUIENTES: / FLORIDA PUBLIC UTILITIES COMPANY EST TENUE D'ÉTABLIR UNE ÉTIQUETTE D'AVERTISSEMENT ET DE PRENDRE DES MESURES PARTICULIÈRES LORSQU'ELLE CONSTATE LA PRÉSENCE D'UNE CONDITION DANGEREUSE DANS LES LOCAUX D'UN CLIENT. LES CONDITIONS À ÉTIQUETER ET LES MESURES À PRENDRE SONT GÉNÉRALEMENT LES SUIVANTES :

CLASS A CONDITIONS - THESE ARE CONDITIONS THAT PRESENT AN IMMEDIATE HAZARD AND REQUIRE THE GAS TO BE SHUT OFF AND LOCKED AT THE METER, UNLESS THE AFFECTED AREA CAN EFFECTIVELY BE ISOLATED BY EITHER LOCKING OFF THE CONTROL VALVE OR DISCONNECTING AND CAPPING THE ASSOCIATED PIPING. */ CONDICIONES DE CLASE A: ESTAS SON CONDICIONES QUE PRESENTAN UN PELIGRO INMEDIATO Y REQUIEREN QUE SE APAGUE Y CORTE EL GAS EN EL MEDIDOR, A MENOS QUE EL ÁREA AFECTADA PUEDA SER AISLADA EFICAZMENTE CERRANDO LA VÁLVULA DE CONTROL O DESCONECTANDO Y CORTANDO EL SUMINISTRO A LAS TUBERÍAS CORRESPONDIENTES. / CONDITIONS DE CATÉGORIE A - CES CONDITIONS PRÉSENTENT UN DANGER IMMÉDIAT EXIGEANT L'INTERRUPTION DE L'ALIMENTATION EN GAZ ET LE VERROUILLAGE DE LA CONDUITE AU COMPTEUR, SAUF S'IL EST POSSIBLE DE CORRECTEMENT ISOLER LA ZONE TOUCHÉE SOIT EN VERROUILLANT LE ROBINET DE COMMANDE OU EN DÉCONNECTANT ET EN CAPUCHONNANT LA TUYAUTERIE ASSOCIÉE.*

CLASS B CONDITIONS - THESE ARE CONDITIONS THAT DO NOT PRESENT AN IMMEDIATE HAZARD, BUT MAY BECOME HAZARDOUS IF NOT CORRECTED. THE GAS MAY BE LEFT ON. */ CONDICIONES DE CLASE B: ESTAS SON CONDICIONES QUE NO PRESENTAN UN PELIGRO INMEDIATO, PERO PUEDEN TORNARSE PELIGROSAS SI NO SE CORRIGEN. PUEDE DEJARSE EL GAS ENCENDIDO. / CONDITIONS DE CATÉGORIE B - CES CONDITIONS NE PRÉSENTENT PAS UN DANGER IMMÉDIAT, MAIS PEUVENT DEVENIR DANGEREUSES SI ELLES NE SONT PAS CORRIGÉES. L'ALIMENTATION EN GAZ PEUT ÊTRE MAINTENUE.*

QUESTIONS ABOUT THIS TAG WILL BE ANSWERED IF YOU CALL THE NUMBER BELOW: */ SI TIENE PREGUNTAS ACERCA DE LO ANTERIOR, LLAME AL SIGUIENTE NÚMERO: / SI VOUS AVEZ DES QUESTIONS PAR RAPPORT À CECI, VOUS OBTIENDREZ DES RÉPONSES EN APPELANT LE NUMÉRO SUIVANT :*

800.427.7712

WARNING TAG
ETIQUETA DE ADVERTENCIA / ÉTIQUETTE D'AVERTISSEMENT
GAS COMPANY WARNING TAG

NOTICE OF HAZARDOUS OR SUBSTANDARD CONDITION *AVISO DE CONDICIÓN PELIGROSA O DEFICIENTE / AVIS DE CONDITION DANGEREUSE OU ANORMALE*

ATTENTION: DO NOT REMOVE THIS TAG. IT CAN ONLY BE REMOVED AFTER THE CONDITION LISTED ON IT HAS BEEN CORRECTED. *ATENCIÓN: NO QUITE ESTA ETIQUETA. SOLO PUEDE QUITARSE DESPUÉS DE HABER CORREGIDO LA CONDICIÓN INDICADA EN ELLA. / ATTENTION : NE RETIREZ PAS CETTE ÉTIQUETTE. ELLE NE PEUT ÊTRE RETIRÉE QU'APRÈS LA CORRECTION DES PROBLÈMES ÉNUMÉRÉS.*

DATE *FECHA / DATE* ____________________

ADDRESS *DIRECCIÓN / ADRESSE* ____________________

CITY *CIUDAD / VILLE* ____________________

PERSON NOTIFIED *PERSONA NOTIFICADA / PERSONNE AVISÉE* ____________________

☐ OWNER *PROPIETARIO / PROPRIÉTAIRE* ☐ TENANT *INQUILINO / LOCATAIRE*
☐ OTHER *OTRO / AUTRE*

CONDITION(S) CLASS: *TIPO DE CONDICIÓN: / CATÉGORIE DE CONDITION(S) :*	**ACTIONS TAKEN ARE:** *MEDIDAS TOMADAS: / LES MESURES PRISES SONT LES SUIVANTES :*
See Reverse Side *Consulte al dorso / Voir au dos* ☐ CLASS A-HAZARD *CLASE A, PELIGRO / CATÉGORIE A - DANGER* ☐ CLASS B-SUBSTANDARD *CLASE B, DEFICIENCIA / CATÉGORIE B - NON CONFORME*	☐ LOCKED OFF *SE CORTÓ EL GAS / VERROUILLAGE* ☐ DISCONNECTED & CAPPED *SE DESCONECTÓ Y CERRÓ EL GAS / DÉCONNEXION ET POSE D'UN CAPUCHON* ☐ SHUT OFF *SE APAGÓ EL GAS / FERMETURE* AT */ A / AU* ☐ APPLIANCE *ELECTRODOMÉSTICO / APPAREIL* ☐ METER *MEDIDOR / COMPTEUR* ☐ OTHER *OTRO / AUTRE* ☐ GAS LEFT ON *EL GAS SE DEJÓ ENCENDIDO / ARRIVÉE DE GAZ LAISSÉE ALLUMÉE*

CONDITIONS FOUND ARE: ***CONDICIONES HALLADAS: / LES CONDITIONS CONSTATÉES SONT LES SUIVANTES :***

- ☐ GAS LEAK IN PIPING OR APPLIANCE *FUGA DE GAS EN ELECTRODOMÉSTICO O TUBERÍA / FUITE DE GAZ AU NIVEAU D'UN APPAREIL OU DES CONDUITES*
- ☐ APPLIANCE GENERATING CARBON MONOXIDE *GENERACIÓN DE MONÓXIDO DE CARBONO POR UN ELECTRODOMÉSTICO / APPAREIL PRODUISANT DU MONOXYDE DE CARBONE*
- ☐ IMPROPER OR FAULTY *INAPROPIADA O DEFECTUOSA / INADÉQUAT(E) OU DÉFECTUEUX(-EUSE)*
  - ☐ VENT *RESPIRADERO / CONDUIT D'ÉVACUATION* ☐ FLUE *TIRO / CONDUIT DE RACCORDEMENT*
  - ☐ CHIMNEY *CHIMENEA / CHEMINÉE*
- ☐ LEAKING OR CRACKED COMBUSTION CHAMBER *CÁMARA DE COMBUSTIÓN AGRIETADA O CON FUGAS / FUITE OU FISSURAGE DE LA CHAMBRE DE COMBUSTION*
- ☐ APPLIANCE / CONTROL MALFUNCTION OR MISSING *DESPERFECTO O FALTA DE ELECTRODOMÉSTICO/CONTROL / DÉFAILLANCE OU ABSENCE D'APPAREIL OU DE COMMANDE*
- ☐ SUBSTANDARD PIPING *TUBERÍAS DEFICIENTES / TUYAUTERIE NON CONFORME*
- ☐ SUBSTANDARD APPLIANCE INSTALLATION *INSTALACIÓN DE ELECTRODOMÉSTICO DEFICIENTE / INSTALLATION D'APPAREIL NON CONFORME*
- ☐ DEFECTIVE WIRING *CABLEADO DEFICIENTE / CÂBLAGE DÉFECTUEUX*
- ☐ OTHER (DESCRIBED BELOW) *OTRO (DESCRIBIR A CONTINUACIÓN) / AUTRE (DÉCRIRE CI-DESSOUS)*

REMARKS: ***COMENTARIOS: / REMARQUES :*** ____________________

TAGGED BY: *IDENTIFICADO POR: / ÉTIQUETÉ PAR :* ____________________

CUSTOMER SIGNATURE: *FIRMA DEL CLIENTE: / SIGNATURE DU CLIENT :* ____________________

COPIA DE FPU / COPIE DE FPU

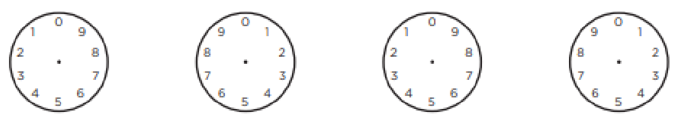
I. CUSTOMER METER READING CARD

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1490 WEST PALM BEACH FL

POSTAGE WILL BE PAID BY ADDRESSEE

FLORIDA PUBLIC UTILITES
1635 MEATHE DRIVE
WEST PALM BEACH, FL 33411-2615



We are unable to read your gas meter. To provide you with the most accurate bill possible, please draw the hands on the dials above as they appear on the meter. Return this card by ____________

Customer Name ____________

Address ____________ City ____________

Account # ____________

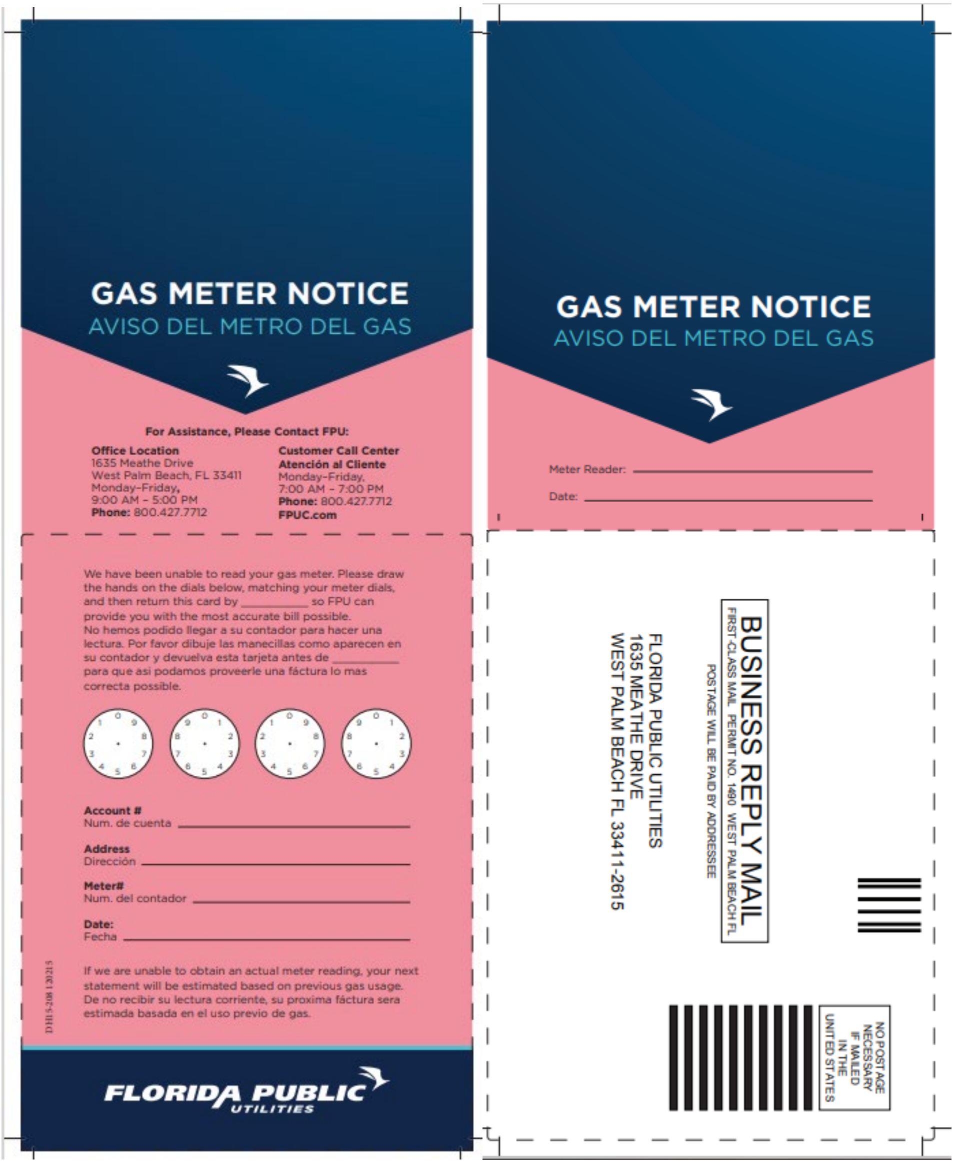
Route # ____________ Meter # ____________ Date ____________

If the current meter read is not received, your bill will be estimated based on previous gas usage. Florida Law requires FPUC to read the meter at least once every 6 months.

FLORIDA PUBLIC UTILITIES

FPUC.com
800.427.7712
STAY INFORMED:

J. GAS METER NOTICE



GAS METER NOTICE
AVISO DEL METRO DEL GAS

For Assistance, Please Contact FPU:

Office Location
1635 Meathe Drive
West Palm Beach, FL 33411
Monday-Friday,
9:00 AM - 5:00 PM
Phone: 800.427.7712

Customer Call Center
Atención al Cliente
Monday-Friday,
7:00 AM - 7:00 PM
Phone: 800.427.7712
FPUC.com

We have been unable to read your gas meter. Please draw the hands on the dials below, matching your meter dials, and then return this card by __________ so FPU can provide you with the most accurate bill possible.
No hemos podido llegar a su contador para hacer una lectura. Por favor dibuje las manecillas como aparecen en su contador y devuelva esta tarjeta antes de __________ para que asi podamos proveerle una fáctura lo mas correcta possible.

Account #
Num. de cuenta ____________________

Address
Dirección ____________________

Meter#
Num. del contador ____________________

Date:
Fecha ____________________

If we are unable to obtain an actual meter reading, your next statement will be estimated based on previous gas usage.
De no recibir su lectura corriente, su proxima fáctura sera estimada basada en el uso previo de gas.

DH15-208 | 30215

FLORIDA PUBLIC UTILITIES

GAS METER NOTICE
AVISO DEL METRO DEL GAS

Meter Reader: ____________________
Date: ____________________

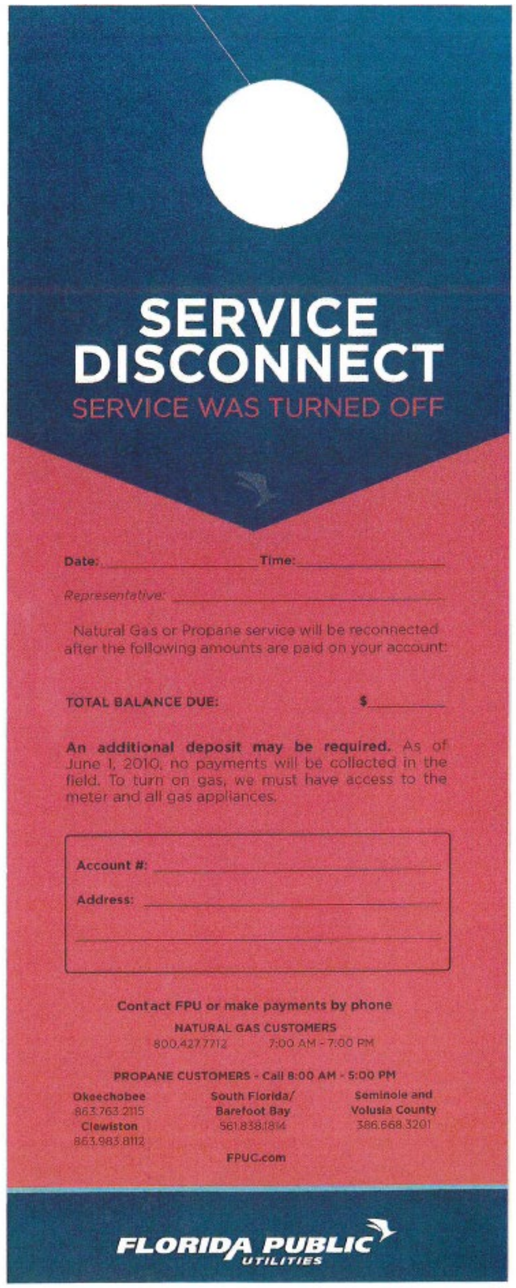
BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1490 WEST PALM BEACH FL
POSTAGE WILL BE PAID BY ADDRESSEE

FLORIDA PUBLIC UTILITIES
1635 MEATHE DRIVE
WEST PALM BEACH FL 33411-2615

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

K. MISSED SERVICE CALL TAG

L. SERVICE DISCONNECT TAG



SERVICE DISCONNECT

SERVICE WAS TURNED OFF

Date: ____________ Time: ____________

Representative: ____________

Natural Gas or Propane service will be reconnected after the following amounts are paid on your account:

TOTAL BALANCE DUE: $________

An additional deposit may be required. As of June 1, 2010, no payments will be collected in the field. To turn on gas, we must have access to the meter and all gas appliances.

Account #: ____________

Address: ____________

____

Contact FPU or make payments by phone

NATURAL GAS CUSTOMERS

800.427.7712 7:00 AM - 7:00 PM

PROPANE CUSTOMERS - Call 8:00 AM - 5:00 PM

Okeechobee 863.763.2115 **Clewiston** 863.983.8112	**South Florida/ Barefoot Bay** 561.838.1814	**Seminole and Volusia County** 386.668.3201

FPUC.com

FLORIDA PUBLIC UTILITIES

M. CTS AFFIDAVIT FORM

To: Florida Public Utilities Company
Attn: Energy Logistics Department
PO Box 960
Winter Haven, Florida 33882

From: Company Name: ____
Address: ____
Contact: ____
Telephone: ____
Service Address: ____
Receiving Offer: ____

Alternate Fuel Offer
Fuel Supplier: ____
Fuel Type: ____
Quantity: ____
Term: ____
Price per Unit: ____
Taxes: ____
Fuel Delivery Cost: ____
Offer Expires: ____

Third Party Natural Gas Costs
Gas Supplier: ____
Gas Supply Cost (Total): ____

Bypass Alternative
Distance from Interstate Pipeline: ______________________________
Construction Cost: ____
Payback (Years): ____
Quantity (Annual Therms): ______________________________________
Bypass Avoidance Rate (per Therm): ______________________________

As an Authorized Representative of ______________________________, I hereby certify that the foregoing information is true, complete and correct, and that the Company has the capability to either utilize the designated Alternate Fuel in the quantities specified or bypass the Chesapeake Utilities Company, Florida Division at the above referenced facility. A copy of the Alternate Fuel Offer and the Third-Party Natural Gas Costs or the detailed Construction Costs is attached as evidence of the bona fide offer from the Alternate Fuel provider and the natural Gas costs from the third-party provider or a copy of the detailed Construction Costs is attached as evidence of the bona fide opportunity to bypass.

M. CTS AFFIDAVIT FORM - CONTINUED

I further certify that ____ will terminate Gas Service from the Utility on ________________________ unless the total price for gas service is adjusted, as provided in the Company's rate schedule rider CTS, to compete with the Alternate Fuel price or bypass price as indicated above.

Customer Name: ____

Name: ____

Title: ____

STATE OF: ____

COUNTY OF: ____

The foregoing instrument was acknowledged before me this
_______________________________ day of _________________, 20____, by

_______________________________.

_______________________________, a _________________________ Corporation, who (strike

one) is personally known to me / produced ___________________________________ as identification, on behalf of said Corporation.

(NOTARY SEAL)

____
Notary Public Signature

____
Typed / Printed Notary Name

Commission No: ____

My Commission Expires: ____

FLORIDA PUBLIC UTILITIES COMPANY
CONTRACT TRANSPORTATION SERVICE AGREEMENT

This Agreement entered into this _____ day of _______________________________, 20________, by and between Florida Public Utilities Company, herein after referred to as "Company" and:

Company Name: ________________________________
Account Number: ________________________________
Contact Person & Title: ________________________________
Mailing Address: ________________________________
Telephone Number: ________________________________
E-mail Address: ________________________________

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Contract Transportation Service ("CTS") Rider.

WHEREAS Customer has demonstrated Customer's Alternative Fuel or bypass capabilities and has provided Company with a fully executed CTS Affidavit Form (Sheet Nos. 8.114-8.115) from Company's Tariff.

Term of Agreement

Service under this Agreement shall commence on the ______day of ____________, 20___, or on the first day following the date the Company completes the installation of necessary Mains, Meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of _____ year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the Florida Public Service Commission ("FPSC"). The applicable rates of this Agreement described herein. If the Company's FPSC Tariff and provisions within this

Agreement conflict, the provisions in this Agreement will prevail.

All terms and conditions set forth in Company's FPSC Tariff are incorporated herein by reference.

All services are subject to the Rules and Regulations of Company's FPSC Tariff and more specifically by the conditions contained in the Company's CTS Rate Schedule. Copies of Company's FPSC Tariff are available for public reference during normal business hours at each of the Company's natural Gas offices.

Type of Service

The service contemplated hereunder is of an Industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the Gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of Gas sold or delivered hereunder. In the event that the supply of Gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

Full Requirements [and Security if applicable]

Customer agrees Customer shall transport all of their natural gas quantity requirements through Company's distribution system.

Upon the execution of an expansion agreement between the Company and Customer, Customer shall furnish to Company security acceptable to Company to secure the payment to Company of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not been recovered by Company through the transportation charges payable by Customer pursuant to this Agreement. In the event Customer elects not to use the Transportation Service contemplated by this Agreement, Company shall have the right, without notice to Customer, to make claim on the Security for the amount of all costs incurred by Company for the design, engineering, permitting, construction, completion, testing, and placing in service of the expansion project which have not, as of the time of such claim, been recovered by Company through the transportation charges payable by Customer pursuant to the Transportation and Other Charges Section of this Agreement. Security shall be provided as follows:

Provided Customer is not in default of its obligations under this Agreement, Customer's obligation to provide the Security as hereinabove provided shall terminate at the end of the Contract Year.

N. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

Notices

All correspondence and notices required under this Agreement, except notice of Gas supply interruption or restoration of service are to be addressed at the above listed address or e-mail address and to Company at Florida Public Utilities Company, Energy Logistics Department PO Box 960, Winter Haven, Florida 33882. Notices with respect to interruption or restoration of deliveries of Gas shall be sufficient if given by Company, at the Company's option, in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises or who answer Customer's telephone.

Customer Designation of Pool Manager

Customer shall designate a Pool Manager from Company's List of Approved Pool Managers on Company’s website.

Point of Receipt and Point of Delivery

CTS Customers or Customer’s Designee will cause Customer's natural Gas to be delivered to Company's Receipt Point as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural Gas from the Company's Receipt Point to the Company’s Delivery Point as specified in Exhibit A.

N. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Election of Service Level

CTS Customers will elect a Maximum Daily Contract Quantity ("MDCQ") by season in Exhibit A. If applicable, Customer's Pool Manager will be required to accept a capacity Relinquishment in a quantity Relinquishment in a quantity equal to the Maximum Daily Contact Quantity.

Monthly Minimum Bill Quantity

Customers who are served under Company's CTS Rider requiring minimum monthly billing quantities agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural Gas at the Point of Delivery as listed in Exhibit A.

Transportation and Other Charges

Customer shall pay Company each Month for Transportation Service in accordance with Company's CTS Rider. The charge per Therm billed by Company to Customer is $_____ per Therm and/or $______ per Month.

Balancing Provisions

[INSERT BALANCING PROVISIONS]

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver Gas to Customer at the Point of Delivery at a pressure of not less than _______ p.s.i.g.

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective FPSC Tariff.

N. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed, and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or it's breach.

N. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Customers and in Debary, Florida for Mid-Florida Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

The venue for any action at law or in equity, commenced by either party against the other and arising out or of in connection with this Agreement, shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first written above.

N. CONTRACT TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Florida Public Utilities Company

By: ____________________________________

Title: __________________________________

Attest:

CUSTOMER

____

By: ____________________________________

Title: ___________________________________

Attest:

EXHIBIT A
TO THE CONTRACT TRANSPORTATION SERVICE AGREEMENT BY AND BETWEEN [INSERT APPLICABLE COMPANY NAME]
AND ____

CAPACITY RELEASE QUANTITIES – MMBTUS PER DAY

JAN _________ FEB _________ MAR _________

APR _________ MAY _________ JUN _________

JUL _________ AUG _________ SEP _________

OCT _________ NOV _________ DEC _________

TRANSPORTATION SERVICE PROVIDER _______________________

POI Number __________________________

COMPANY'S RECEIPT POINT
Customer shall deliver natural Gas to Company at:

____
Point Name

COMPANY'S DELIVERY POINT
Company shall deliver natural Gas to Customer at Company owned Meter located at:

____
Customer's Service Address, City, State, Zip code

MONTHLY MINIMUM BILL QUANTITY (THERMS), IF APPLICABLE

____

O. TRANSPORTATION SERVICE AGREEMENT

FLORIDA PUBLIC UTILITIES COMPANY
TRANSPORTATION SERVICE AGREEMENT

This Agreement entered into this _____ day of ________________, 20________, by and between Florida Public Utilities Company, herein after referred to as "Company" and:

Company Name: ________________________________
Account Number: ________________________________
Contact Person & Title:________________________________
Mailing Address: ________________________________
Telephone Number: ________________________________
E-mail Address: ________________________________

Herein referred to as "Customer."

WITNESSETH:

Subject to the terms and conditions contained herein, Company agrees to sell or deliver and Customer agrees to purchase or pay for services required by Customer under Company's Rate Schedule _______, ________________________.

Term of Agreement

Service under this Agreement shall commence on the ______day of _________, 20____, or on the first day following the date the Company completes the installation of necessary Mains, meters, and other essential equipment to service the Customer, whichever is later. This Agreement will remain in effect for an initial term of year(s) beginning with the commencement of service by the Company, and thereafter from year to year. At any time after the initial term, either party may terminate this contract by giving written notice of termination (specifying a termination date at the end of such contract year or any contract yearly period thereafter) upon at least sixty (60) days prior notice.

Duly Constituted Authorities

The rates, terms, and conditions of this Agreement are subject to change as may be lawfully required or permitted by the FPSC.

Tariff for Gas Service

All terms and conditions set forth in Company's FPSC Tariff are incorporated herein by reference. All services are subject to the Rules and Regulations of Company's FPSC Tariff and more specifically by the conditions contained in the Rate Schedule elected herein. Copies of

O. TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Company's FPSC Tariff are available for public reference during normal business hours at each of the Company's natural Gas offices.

Type of Service

The service contemplated hereunder is of an Industrial or commercial character and Company does not guarantee it to be free from interruption or that the chemical composition or specific gravity of the Gas delivered may not vary from time to time. The Customer agrees to provide and maintain suitable safety and control equipment on Customer's facilities and equipment and to use only equipment of a character to ensure safe utilization of Gas sold or delivered hereunder. In case the supply of Gas is interrupted by any cause, Company shall not be held liable for damages on account of such interruption or any consequences resulting there from or from the restoration of service thereafter.

Full Requirements

Customer agrees Customer shall transport all of their natural gas quantity requirements through Company's distribution system. Regulated Sales Service shall not be available from the Company.

Responsibility and Liability

The Company and Customer do respectively assume full liability for the maintenance and operation of facilities operated by each party. Each party shall indemnify and save harmless the other from any and all loss or damage sustained, and from any and all liability including injury to persons and property insured, arising from any act or accident in connection with the installation, presence, maintenance and operation of facilities operated by the indemnifying party unless the same shall be due to the sole negligence of the other party, its agents, employees, contractors, guests or invitees.

Notices

All correspondence and notices required under this Agreement, except notice of Gas supply interruption or restoration of service are to be addressed at the above listed address or e-mail address and to Company at Florida Public Utilities Company, Energy Logistics Department PO Box 960, Winter Haven, Florida 33882. Notices with respect to interruption or restoration of deliveries of Gas shall be sufficient if given by Company, at the Company's option, in writing or orally in person or by telephone to the person or one of the persons designated from time to time by Customer as authorized to receive such notice. If Customer shall not have made such designation or, if made, Company is unsuccessful in its effort promptly to establish communication with the person or one of the persons so designated then in any such event, said notice shall be sufficient if given by Company to any person or persons who are on said premises

O. TRANSPORTATION SERVICE AGREEMENT - CONTINUED

or who answer Customer's telephone.

Customer Designation of Pool Manager

Customer shall designate a Pool Manager from Company' List of Approved Pool Managers on Company's website. Customer shall deliver a Letter of Authorization with a duly authorized signature acknowledging such election to the selected Pool Manager.

Point of Receipt and Point of Delivery

ITS Customers or Customer's Designee will cause Customer's natural Gas to be delivered to Company's Point of Receipt as specified in Exhibit A. Customer has requested and Company agrees to receive and transport Customer's natural Gas from the Company's Point of Receipt to the Customer's Point of Delivery as specified in Exhibit A.

Election of Service Level

ITS Customers will elect a Maximum Daily Contract Quantity ("MDCQ") by Month in Exhibit A. If applicable, Customer's Pool Manager will be required to accept a capacity Relinquishment in a quantity equal to the Maximum Daily Contract Quantity elected by Customer.

Monthly Minimum Bill Quantity (Applicable Rate Schedules)

Customers who are served under certain specific rate schedules requiring minimum monthly billing quantities and ITS Customers agree to purchase or receive from Company and Company agrees to sell or deliver to Customer the monthly minimum bill quantity of natural Gas at the Point of Delivery as listed in Exhibit A.

Miscellaneous Provisions

(A) No agent or employee of Company has any power to amend or waive any of the provisions of this Agreement or to make any promise or representation contrary to, or inconsistent with, the provisions hereof. (B) This Agreement with portions included by reference constitutes the entire contract between the parties. (C) This Agreement shall not be binding upon Company until approved and accepted on its behalf by one of its executive officers in the space provided below, and thereafter shall bind and benefit the parties hereto, their successors and assigns.

Delivery Pressure

The Company shall endeavor to deliver Gas to Customer at the Point of Delivery at a pressure of not less than p.s.i.g.

O. TRANSPORTATION SERVICE AGREEMENT - CONTINUED

Bills for Service

Bills and payments shall be rendered in accordance with the Rules and Regulations section of the Company's currently effective FPSC Tariff.

Assignment

Customer shall not assign this Agreement or any portion hereof, or any of its rights and obligations under this Agreement without the express written permission of the other party.

Headings and Captions

The headings and captions in this Agreement are for convenience and shall not constitute a part of the Agreement or be considered interpretive of the Agreement.

Performance

The failure of either Party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of or estoppel against asserting the right to require such performance in the future, nor shall a waiver or estoppel in any one instance constitute a waiver or estoppel with respect to a later breach of a similar nature or otherwise.

Governmental Agencies

Governmental agencies that are Customers under this Agreement may attach a Rider detailing matters that are required to be included by such agencies pursuant to Florida Law. The Rider is to be prepared at Customer's expense and submitted in duplicate as an attachment to this Agreement.

Interpretation

This Agreement shall be interpreted, construed, and governed by the laws of the State of Florida, without regard to principles of conflict of law.

Settlement of Disputes

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for any 1) dispute which is subject to the exclusive jurisdiction of the Florida Public Service Commission, 2) action seeking a restraining order or an injunction related to the purposes of the Agreement, and 3) suit to compel compliance with this dispute resolution process, the parties agree to use the following dispute resolution procedure as their

O. TRANSPORTATION SERVICE AGREEMENT - CONTINUED

sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or it's breach.

At the written request of a party, each party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each party may submit in writing to a party, and that party shall so respond to, a maximum of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each party is also entitled to take the oral deposition of one individual of another party. Additional discovery may be permitted upon mutual agreement of the parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in West Palm Beach, Florida for West Palm Beach Customers and in Debary, Florida for Mid-Florida Customers. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each party shall bear its own costs of these procedures. A party seeking discovery shall reimburse the responding party the costs of production of documents (including search time and reproduction costs). The parties shall equally split the fees of the arbitration and the arbitrator.

The venue for any action at law or in equity, commenced by either party against the other and arising out or of in connection with this Agreement, shall be in Palm Beach County, Florida.

O. TRANSPORTATION SERVICE AGREEMENT - CONTINUED

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed the day and year first written above.

Attest:

Florida Public Utilities Company

____

By: ____________________________________

Title: __________________________________

Attest:

CUSTOMER:

____

By: ____________________________________

Title: ___________________________________

O. TRANSPORTATION SERVICE AGREEMENT - CONTINUED

EXHIBIT A
TO THE TRANSPORTATION SERVICE AGREEMENT BY AND BETWEEN [INSERT APPLICABLE COMPANY NAME]
AND ____

CAPACITY RELEASE QUANTITIES – MMBTUS PER DAY

JAN _________	FEB _________	MAR _________
APR _________	MAY _________	JUN _________
JUL _________	AUG _________	SEP _________
OCT _________	NOV _________	DEC _________

TRANSPORTATION SERVICE PROVIDER _______________________

POI Number __________________________

COMPANY'S RECEIPT POINT
Customer shall deliver natural Gas to Company at:

____
Point Name

COMPANY'S DELIVERY POINT
Company shall deliver natural Gas to Customer at Company owned Meter located at:

____
Customer's Service Address, City, State, Zip code

MONTHLY MINIMUM BILL QUANTITY (THERMS), IF APPLICABLE

____

P. ITS and OS-DPO SHIPPER DESIGNEE FORM

FLORIDA PUBLIC UTILITIES

ITS or OS-DPO
Shipper Designee Form

_______________________________ ("Shipper") hereby notifies Florida Public Utilities Company ("Company")] that __________________ ("Designee") as its Agent to perform the following identified (i.e., marked with an "X") obligations of Shipper as provided by the Company Tariff and the OS-DPO Shipper Agreement:

□	Invoice/Payment	□	Monthly Imbalance Resolution
□	Nominations	□	Operator Order Responsibility

Shipper, Designee, and Company hereby agree, for all purposes relating to the functions identified above, that:

1. The designation by Shipper of Agent as Shipper's Agent shall be effective as of the beginning of the day commencing on______________________________.

2. Communications by Company to Designee shall be deemed to be notice to Shipper. Company has the right to rely on any written or verbal communication from Designee.

3. Designee shall perform the functions identified above in a manner consistent with Company's Tariff on file with the Florida Public Service Commission (FPSC), as the same may be amended from time to time.

4. Shipper shall remain liable to Company (a) with respect to any act or omission of Designee in the performance of the functions identified above and, (b) for all charges arising from services provided to Shipper by Company as provided by Company's FPSC Tariff and/or OS-DPO Shipper Agreement. Shipper shall indemnify, hold harmless and defend Company from and against any and all acts or omissions of Designee.

P. ITS and OS-DPO SHIPPER DESIGNEE FORM - CONTINUED

SHIPPER INFORMATION (Full Company Legal Name)	**DESIGNEE INFORMATION (Full Company Legal Name)**
SHIPPER:	DESIGNEE:
DUNS NO:	DUNS NO:
COMPANY ACCOUNT NO.	COMPANY ACCOUNT NO.
MAILING ADDRESS:	MAILING ADDRESS:
CITY:	CITY:
STATE AND ZIP CODE:	STATE AND ZIP CODE:
CONTACT PERSON:	CONTACT PERSON:
TELEPHONE:	TELEPHONE:
E-MAIL:	E-MAIL:

For Shipper: For Designee:

By: ______________________________ By: ______________________________

Name: ___________________________ Name: ___________________________

Date: ____________________________ Date: ____________________________

Accepted for Company

By: _______________________ Date: ____________________________

Q. CI POOL MANAGER – CUSTOMER TERMINATION NOTICE

CI Pool Manager – Customer Termination Notice

Date: ____________________________

CI Pool Manager: ____

CI Pool Manager provides notice to Florida Public Utilities Company ("Company") that Gas supply service to the following Customer shall be terminated as provided by Company's FPSC Tariff:

Customer Name: ____

Service Location: ____

Customer Account No: ____

Effective Date of Termination:

____

Note: A separate termination notice must be provided for each Company account.

A copy of this notice may be provided to the above listed Customer by Company. CI Pool Manager is responsible for providing notice to Customer of its Gas supply service termination.

Executed for CI Pool Manager:

By ____

Name: ______________________________________

Title: ______________________________________

Accepted by Company: _____________________________

Date: ____________________________

R. LETTER OF AUTHORIZATION

Florida Public Utilities Company
Attn: Energy Logistics Department
PO Box 960
Winter Haven, Florida 33882

Date: ___________________________

Florida Choice Aggregated Transportation Agreement
Letter of Authorization ("LOA")

Full legal name: ____

Address: ____

City/St/Zip: _____________________________________E-mail: _______________________

Phone: ____

Contact name: ____Title: ___________________

Account number – one per LOA: ___________________________

Billing address: ____
If different from above

City/St/Zip____

Service Area: Indiantown _____ CFG _____ FPUC &Ft. Meade _____

This letter constitutes a formal request by the undersigned, "Customer," for Transportation Service pursuant to Florida Public Utilities Company's, as applicable (the "Company" or "CUC") provisions of the Company's Tariff, on file with the Florida Public Service Commission, as the same may be amended from time to time (the "Tariff") for the above account number(s).

Pool Manager: ____

R. LETTER OF AUTHORIZATION - CONTINUED

- Customer authorizes Company to release to the Pool Manager named above, the twelve-Month historic Gas usage for the above account number(s).

- Customer has entered, or intends to enter, into one or more agreement(s) with Pool Manager providing for Pool Manager's delivery of the Gas purchased by Customer from or through Pool Manager to Company. Delivery of the Gas takes place pursuant to a separate CI Pool Manager Agreement between Company and Pool Manager (the "Pool Manager Agreement").

- Provided the Pool Manager Agreement is in effect at the time Gas is tendered to Company by or on behalf of Pool Manager for Customer's account(s) listed above, Company will transport Gas delivered for such account(s) pursuant to the applicable provisions of Company's Tariff.

- Subject to the terms of this Agreement, this service shall continue until the Customer, Pool Manager or Company gives written notice to the others of termination of this agreement. If this Agreement is terminated for any reason as it applies to Gas to be delivered for Customer's account(s), and Customer has not executed a service contract with another Pool Manager, Company has the right to immediately reassign Customer to CUC's regulated sales service or CUC's Transitional Transportation Service (TTS) Customer Pool, as applicable.

- In the event the Pool Manager terminates its agreement with the Customer, the Customer may select a new Pool Manager. CFG Customer understands that it may select a new Pool Manager or terminate participation in the Florida Choice Program and enter the TTS Customer Pool by providing a thirty-day written notice to Company. Ft. Meade and FPUC Service Area Customers will be charged a $23.00 fee if a Pool Manager is changed after its initial designation.

- CI Customer understands that it is responsible for the payment of all bills rendered to Customer by Pool Manager, and that each Pool Manager's bill for Gas purchased by Customer will be rendered separately from Company's CI Customer's bill(s) for Transportation Service. It is the Customer's obligation to make payments to the Company (or to an Authorized Payment Agent of the Company) of all bills rendered. Payment by a Customer to a third-party (including a third-party Gas supplier) which has not been designated by Company as an Authorized Payment Agent will not satisfy the Customer's obligation to make payment of Company's bill for Transportation service.

- The undersigned Pool Manager agrees that it will keep confidential, and not use or disclose to any person not named herein, information released pursuant to the above authorization, or information received from the above Customer, expect to the extent necessary to deliver Gas to Company for transportation to the above Customer account(s), or as may be required by law (in which case Pool Manager will provide notice to Company prior to making such disclosure).

R. LETTER OF AUTHORIZATION - CONTINUED

Customer: ________________________________ Pool Manager: _________________

Print name: _______________________________ Print name: ______________

Title: ____________________________________ Title: _____________

Pool Manager agrees to maintain the original copy of this LOA and present it upon Company request.

R. LETTER OF AUTHORIZATION - CONTINUED

Letter of Authorization
Attachment "A"
If Enrolling Additional Active Company Locations

Please provide the following information for each location.

DBA: ____________________________ Customer's Initials: ____________________

Service Address: ___________________ Billing Address: ______________________

City, State, Zip Code: _______________ Account No. _________________________

The above information can be duplicated for multiple locations.

S. REQUEST TO RETURN TO REGULATED SALES SERVICE

REQUEST TO RETURN TO REGULATED SALES SERVICE

Date: ________________________________

Customer Name: ________________________________

Telephone Number: ________________________________

Account Number: ________________________________

This will serve as notice to Chesapeake Utilities, Florida Division that the above Customer requests to return to Regulated Sales Service on _________________________, which does not predate the date of this notice. Customer can provide this Notice via email to cfggascontrol@chpk.com or other email as designated by Company.

A COPY OF THIS NOTICE WILL BE FORWARED TO POOL MANAGER UPON APPROVAL BY COMPANY.

CUSTOMERS' ACCOUNTS THAT RETURN TO REGULATED SALES SERVICE WILL BE SUBJECT TO A SECURITY DEPOSIT REVIEW AND SUBSEQUENTLY CHARGED ANY ADDITIONAL DEPOSIT REQUIREMENTS TO THEIR ACCOUNT.

EACH PERSON WHOSE SIGNATURE APPEARS BELOW, represents, and warrants that he or she has authority to bind the party on whose behalf he or she has executed this document.

________________________________ ________________________________
Customer Signature Company Signature

________________________________ ________________________________
Title Title

OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT

This OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT ("Agreement") is made and entered into on ______________________, to be effective on the first day of the Month of ____________________ (the "Effective Date"), by Florida Public Utilities Company and hereinafter referred to as "Company", and _____________________________ a _________________ corporation hereinafter referred to as "Shipper".

<u>WITNESSETH:</u>

WHEREAS, Company serves as Delivery Point Operator for several Delivery Points on Florida Gas Transmission Company and Gulfstream Natural Gas System, L.L.C., (collectively referred to herein as "Transportation Service Provider") interstate pipeline systems, as provided by the General Terms and Conditions of Transportation Service Provider's Federal Energy Regulatory Commission ("FERC") Tariff; and

WHEREAS, Shipper desires to designate Company as Delivery Point Operator for the Delivery Point and Company wishes to serve as such and Transportation Service Provider has accepted Company as the designated Delivery Point Operator,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained; the parties agree as follows:

ARTICLE I - Definitions

Unless another definition is expressly stated within this Agreement, the following terms and abbreviations, when used in this Agreement and in all exhibits, recitals, and appendices contained or attached to this agreement, are intended to and will mean as follows:

1.1 "Delivery Point"
means the point at the connection of the facilities of Transportation Service Provider and Shipper's facility, at which the Gas leaves the outlet side of the measuring equipment of Transportation Service Provider and enters Shipper's facility, such facility designated as _____________ by Transportation Service Provider.

1.2 "Receipt or Delivery Imbalance"
means scheduled receipts or deliveries that exceed or are below the actual receipts or deliveries at the Delivery Point, as defined by the Company Florida FPSC Tariff provisions.

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

1.3 "Month"
means a period beginning at 9:00 a.m. CCT on the first day of a calendar Month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar Month; provided that, in the event of a change in the definition ' of the corresponding term in Company's FPSC Tariff, this definition shall be deemed to be amended automatically so that it is identical at all times to the definition of the corresponding term in said Tariff.

1.4 "Operational Order"
means an Alert Day Notice, Operational Flow Order, Pack or Draft Notice, Curtailment Order or Other Operational Control Order or any other notice or order requiring action on the part of Shipper relative to scheduled or delivered Gas quantities, in accordance with Transportation Service Provider's FERC Tariff and/or Company's FPSC Tariff.

ARTICLE II - Scope of Service

2.1 Company, as Delivery Point Operator designee for the Delivery Point, shall execute such documents as are required by the Transportation Service Provider's FERC Gas Tariff to assume the obligations of Delivery Point Operator for the Delivery Point.

2.2 Company shall administer the Delivery Point in accordance with the provisions of the Transportation Service Provider's FERC Tariff, the Company Tariff, as applicable. Resolution of Monthly Receipt or Delivery Imbalances at the Delivery Point shall be in accordance with Company's FPSC Tariff. Each Month, as provided by Tariff, Company shall provide to Shipper a statement of any Receipt or Delivery imbalance credits or charges and any Operational Order credits or charges for the preceding Month. Company shall provide timely notice to Shipper of any Operational Orders issued by Transportation Service Provider or Company that affect the Delivery Point in accordance with the Operator Order notice provisions of Company's FPSC Tariff.

2.3 It is expressly understood that Company shall provide Delivery Point Operator services as an administrative convenience for Shipper and to facilitate Monthly imbalance resolution and Operational Order compliance. For Receipt or Delivery Imbalance resolution and Operator Order purposes, Company shall, to the extent authorized by Company's FPSC Tariff, consider Gas quantities scheduled and delivered at the Delivery Point to be part of Shipper's aggregate Gas quantities scheduled and delivered to Company Delivery Points. Shipper shall be solely responsible for resolving Receipt or Delivery Imbalances, and responding to any Transportation Service Provider Operational Orders, such response to include but not be limited to increasing or decreasing scheduled or delivered Gas quantities at the Delivery Point as may be required by Transportation Service Provider and/or Company notice. Company shall include any charges and credits for Receipt or Delivery Imbalance resolution and Operator Orders related to the Delivery

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

Point in Shipper's aggregated Monthly Operational Balancing Statement. Company shall render such statement to Shipper within fifteen (15) days of the end of a Month. Shipper shall remit payment to Company within ten (10) days of the Company bill statement date.

ARTICLE III -Indemnification

3.1 For value received and to induce Company to enter into this Agreement, Shipper agrees to protect, defend (at Shipper's expense and by counsel satisfactory to Company), indemnify, and save and hold harmless Company, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of Company's rights hereunder) incurred by Company in connection with or arising out of or resulting from or relating to or incident to:

1. any breach of any of the representations, warranties, or covenants of Shipper contained in this Agreement or in any Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto, specifically including but not limited to:

    a. any Transportation Service Provider penalties or other expenses or liabilities for unauthorized overrun or underrun Gas, for imbalances on a pipeline system, for failure to comply with Transportation Service Provider's FERC Tariff, or for failure to comply with Transportation Service Provider's FERC Tariff, or for failure to comply with a Curtailment notice or to take deliveries as scheduled; and

    b. any claim by a Gas-supplier of other party contesting Shipper's warranty of title to Gas and related obligations;

2. any claim by a creditor of Shipper as a result of any transaction pursuant to or contemplated by this Agreement;

3. any claim against Company relating to any obligation or liability of Shipper, or its affiliates, or any of them of any kind or nature;

4. Any taxed of any federal, state, or local jurisdiction related to Gas supply and/or Transportation Service Provider capacity upstream of Company's distribution systems

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

In the event that any claim or demand for which Shipper would be liable to Company hereunder is asserted against or sought to be collected from Company by a third party, Company shall promptly notify Shipper of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Shipper shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify Company:

1. Whether or not it disputes its liability to Company hereunder with respect to such claim or demand; and,

2. Whether or not it desires, at its sole cost and expense, to defend Company against such claim or demand.

In the event the Shipper notifies Company within the Notice Period that it desires to defend Company against such claim or demand and except as hereinafter provided, Shipper shall have the right to defend Company by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by Shipper to a final conclusion in any manner as to avoid any risk of Company becoming subject to any liability for such claim or demand or for any other matter. If Company desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If Shipper elects not to defend Company against such claim or demand, whether by not giving Company timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by Shipper or by Company (Company having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of Shipper and subject to indemnification as provided hereinabove.

3.2 For value received and to induce Shipper to enter into this Agreement, Company agrees to protect, defend (at Company's expense and by counsel satisfactory to Shipper), Indemnify, and save and hold harmless Shipper, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of Shipper's rights hereunder) incurred by Shipper in connection with or arising out of or resulting from or relating to or incident to:

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

1. any breach of any of the representations, warranties, or covenants of Company contained in this Agreement or in and Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto;

2. any claim by a creditor of Company as a result of any transaction pursuant to or contemplated by this Agreement;

3. any claim against Shipper relating to any obligation or liability of Company, or its affiliates, or any of them of any kind or nature; and,

In the event that any claim or demand for which Company would be liable to Shipper hereunder is asserted against or sought to be collected from Shipper by a third party, Shipper shall promptly notify Company of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Company shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify Shipper:

1. whether or not it disputes its liability to Shipper, hereunder with respect to such claim or demand; and,

2. whether or not it desires, at its sole cost and expense, to defend Shipper against such claim or demand.

In the event that Company notifies Shipper within the Notice Period that it desires to defend Shipper against such claim or demand and except as hereinafter provided, Company shall have the right to defend Shipper by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by Company to a final conclusion in any manner as to avoid any risk of Shipper becoming subject to any liability for such claim or demand or for any other matter. If Shipper desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If Company elects not to defend Shipper against such claim or demand, whether by not giving Shipper timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by Company or by Shipper (Shipper having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of Company and subject to indemnification as provided herein above.

3.3 The foregoing indemnification and hold harmless agreement shall benefit both parties from the date hereof and shall survive the termination of this Agreement.

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

ARTICLE IV - Failure to Perform: Default and Remedies

4.1 The following shall constitute an event of default:

1. Either party fails to satisfy in full the terms and conditions of this Agreement;
2. Either party voluntarily suspends the transaction of business where there is an attachment, execution or other judicial seizure of any portion of their respective assets;
3. Either party becomes insolvent or unable to pay its debts as they mature or makes and assignment of the benefit of creditors;
4. Either party files, or there is filed against it, a petition to have it adjudged bankrupt or for an arrangement under any law relating to bankruptcy;
5. Either party applies for or consents to the appointment of a receiver, trustee or conservator for any portion of its properties or such appointment is made without its consent; or
6. Either party engages in unlawful activities.

4.2 If either party fails to perform its obligations under this Agreement, the non- defaulting party shall notify the defaulting party in writing (the "Default Notice") within three (3) days after the day that the non-defaulting party obtained knowledge of such failure to perform. Each such Default Notice shall describe in detail the act or event constituting the non-performance by the defaulting party. The defaulting party shall have five (5) days after its receipt of the Default Notice to cure any such failure to perform, unless such cure cannot be accomplished using reasonable efforts within said five (5) day period, in which case the defaulting party shall have such additional time as may be necessary, using reasonable efforts, to cure such non-performance (the "Default Cure Period"). Notwithstanding anything herein to the contrary, the Default Cure Period for any default for the non-payment of money shall not exceed five (5) days and for any event of default set forth in Section 4.1 (a) - (I), no cure period shall apply.

4.3 In the event of a default that is not cured within the Default Cure Period, the non-defaulting party may, at its option, exercise any, some or all of the following remedies, concurrently or consecutively:

1. any remedy specifically provided for in this Agreement, and/or,
2. terminate the Agreement upon written notice to the defaulting party; and/or,
3. any remedy existing at law or in equity.

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

ARTICLE V – Term

5.1 This Agreement shall be in effect for a period' of twelve (12) Months beginning on the Effective Date, such period defined herein as the "Annual Period", and thereafter be extended for additional "Annual Periods"; unless either party gives written notice of termination to the other

party, *not* less than sixty (60) days prior to the expiration of any "Annual Period". This Agreement may be terminated earlier by either party, with at least sixty (60) days written notice to the other party.

ARTICLE VI - Rate for Service

6.1 Commencing on the Effective Date of this Agreement, and continuing until this Agreement is terminated or expires, Shipper shall pay to Company an Off-System Delivery Point Operator Charge, as provided in Company's approved FPSC Tariff. The DPO Service Charge shall be billed in addition to any Receipt or Delivery Imbalance resolution or Operational Order credits or charges.

ARTICLE VII – Notices

7.1 Except as otherwise provided herein, any notice, request, demand, statement or report pertaining to this Agreement shall be in writing and shall be considered as effective on the receipt date, when delivered by certified or registered mail, an acknowledged electronic mail delivery or express mail service.

7.2 All communications with respect to this Agreement shall be sent to the following addresses:

To Chesapeake Utilities Corporation
Florida Division:

PO Box 960
Winter Haven, Florida 33882
Contact Person:
Telephone:

To Shipper:
Company name ___________________
Address __________________________
City, State Zip code ________________
Contact Person: ___________________
Telephone: ______________________

ARTICLE VIII - Tariff Revision

8.1 Nothing contained in this Agreement shall prevent Company from proposing to, and filing with, the FPSC: (i) revisions to any effective rate schedule, (ii) superseding rate schedules, or (iii) any other modifications to its Tariff for the purpose of changing the rates, charges and

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

general terms and conditions applicable to services provided under the provisions of the Company FPSC Tariff, including the terms and conditions of this Agreement. Nothing contained in this Agreement shall prevent Shipper from opposing any changes, revisions or modifications contained in any proposal or filing made by Company to or with the FPSC that affect the charges or other provisions applicable to service provided under this Agreement, or from pursuing any other available legal remedy with respect to such changes, revisions or modifications.

ARTICLE IX - Mutually Beneficial Transactions

9.1 Shipper recognizes that as Delivery Point Operator for the Delivery Point, Company is subject to the rules and regulations of Transportation Service Providers with regard to operational flow rates, pressures and penalties. As such, Company may need the Shipper to vary its daily deliveries from the scheduled delivery quantities. On those occasions, Company may request, at its sole discretion, and the Shipper may agree to a change to the Shipper's nominated Gas supply quantities and Transportation Service Provider's pipeline capacity. Terms and conditions of such transactions shall be agreed upon at the time of the transaction and shall be recorded and confirmed in writing within two Business Days after the transaction.

ARTICLE X – Miscellaneous

10.1 Entire Agreement: This Agreement, including the exhibits attached hereto, sets forth the full and complete understanding of the parties as of the date of its execution by both parties, and it supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. No party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.

10.2 Governing Law, Rules and Regulations: This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its choice of law rules: and, the terms and conditions of the Company FPSC approved Tariff, and Transportation Service Provider's FERC Tariff, as amended from time to time.

10.3 Amendments: Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification shall be sought, such amendments subject to the approval of the FPSC. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the Contact Person pursuant to Section 7.2 shall not be deemed nor require an amendment of this Agreement-provided such change is communicated in accordance with Section 7.1 of this Agreement.

10.4 Legal Fees: In the event of litigation between the parties hereto arising out of or in

T. OFF SYSTEM DELIVERY POINT OPERATOR AGREEMENT - CONTINUED

connection with this Agreement, then the reasonable attorneys' fees and costs of the party prevailing in such litigation shall be paid by the other party.

10.5 Independent Parties: Company **and** Shipper shall perform hereunder as independent parties and neither Company nor Shipper is in any way or for any purpose, by virtue of this Agreement or otherwise, a partner, joint venture, agent, employer or employee of the other. Nothing in this Agreement shall be for the benefit of any third person for any purpose, including, without limitation, the establishing of any type of duty, standard of care or liability with respect to any third person.

10.6 Assignment and Transfer: No assignment of this Agreement by either party may be made without the prior written approval of the other party (which approval shall not be unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing , the duties and obligations under this Agreement of the assigning or transferring party, and upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

10.7 Counterparts: This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

IN WITNESS WHEREOF the parties have duly executed this Agreement in multiple originals, effective as if the Effective Date provided above.

Chesapeake Utilities Corporation, Florida Division	**Shipper**
BY: ______________________	BY: ______________________
NAME: ______________________	NAME: ______________________
TITLE: ______________________	TITLE: ______________________
DATE:______________________	DATE:______________________

U. OFF SYSTEM SALES LETTER AGREEMENT

OFF SYSTEM SALES LETTER AGREEMENT

Date _______ / _______/ ________

Name: _______________________

Title: ________________________

City, State, Zip Code ____

Dear _________________,

As was verbally requested by ________________________________ on _______________. 20_____, ______________________________________(“Customer”) desires to purchase up to ____________ MMBtu per day of natural Gas, pipeline capacity and / or delivered natural Gas from Florida Public Utilities Company (“Company”) for the term beginning _______________, 20______ and ending _________________, 20______. Company is will and able to deliver such quantity of natural Gas directly to Customer for the specified term pursuant to Company’s Rate Schedule OSSS-1 a copy of which is attached here to and becomes part hereof and under the terms and conditions of this agreement. Company will purchase gas supply and/or release Transportation Service Provided interstate pipeline capacity for necessary quantities of Gas supply and capacity and, if applicable nominate the necessary quantity of transportation capacity at Receipt and Delivery Points on the interstate pipeline system of _______________________ in order to effectuate this transaction. This Letter Agreement expresses the mutual understanding of Company and Customer with respect to the terms to apply to such deliveries of natural gas.

In consideration of the mutual benefits set forth herein, this Letter Agreement is being made and entered into this ____ day of ______, 20 _____, between Company and Customer, in accordance with the following terms and conditions:

1. **Daily Delivery Quantity:**
   Customer shall make a reasonable effort to nominate supplies evenly throughout the term of this Agreement, subject to the requirements of Transportation Service Provider’s Tariff, including but not limited to Nomination changes for monthly balancing, “Alert Days”, and plant operations. The Daily Delivery Quantity may be changed by mutual agreement of the parties.

U. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED

2. **Term:**
   Company shall arrange for the delivery of the Daily Delivery Quantity of natural Gas purchased by Customer under this Letter Agreements during the above referenced term; after which this Letter Agreement shall continue in force thereafter subject to termination by either party on fifteen (15) days' notice.

3. **Delivery Point:**
   Company shall deliver all-natural Gas under this letter Agreement directly to Customer's Delivery Point number(s) ______________________ on the _________________ pipeline system.

4. **Authorization to Make Direct Deliveries:**
   The natural Gas purchased by Customer pursuant to this Letter Agreement will be transported by ______________________ under Company's firm Transportation Service Agreement. In accordance with the Transportation Service Provider's currently effective Federal Energy Regulatory Commission ("FERC") Tariff. Company will exercise its alternate Delivery Point rights so that, upon Transportation Service Provider approval, Transportation Service Provider will deliver the natural Gas directly to Customer at the Delivery Point(s) set forth above Customer shall be responsible for any applicable reporting or filings to be made with Federal or State governmental authorities associated with this transaction. Company retains the right to recall these volumes upon two (2) hours prior notice to Customer. This supply is fully Interruptible and will be made on a best efforts basis. Interruption and may be due to, but not limited to, the necessity of Company to use said Gas supply and/or capacity to service Customers behind its City Gate(s), loss of supply, unfavorable pipeline conditions, etc.

5. **Billing and Payment:** Company and Customer agree that the charge for the gas services provided under this Letter Agreement shall be as follows:

Description	MMBtu/Day	Charge
Commodity Cost of Gas	See below	See following text
Reservation Charge	DDQ	$ ______ per MMBtu
Usage Charge	DDQ	$ ______ per MMBtu
Company Administration Charge See below		$ ______ per MMBtu
TOTAL CHARGE ___________		Sum of items 1 through 4

NOTE: As nominated for delivery to Transportation Service Provider as indicated on Exhibit A.

U. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED

The commodity cost of Gas for supplies nominated (if applicable) to be delivered starting with the first day of each Month shall be priced using the price posted per MMBtu in _____________ plus $ _____ per MMBtu until the first interruption of flowing Gas.

Thereafter, Gas supplies which start flowing after the first of each Month shall be priced using the ______________________ plus $ ______ per MMBtu. The commodity cost of Gas shall be determined in accordance with ______________________________.

The "Total Charge" set forth above includes the amount to be charged by Company to Customer for the natural Gas commodity, the applicable reservation and usage charges under the applicable Transportation Service Provider's FERC Gas Tariff, as well as all applicable surcharges under Transportation Service Provider's FERC Gas Tariff.

In addition to the "Total Charge" set forth above, Customer shall remit to Company any incremental charges that Company may incur as a result of the services provided under this Letter Agreement, to include, but not be limited to, any charge imposed by Transportation Service Provider directly related to this transaction, such as for imbalances and fuel reimbursement, reporting or filing fees associated with this transaction, and such other charges, fees, or assessments, including Federal and State taxes, authorized by governmental authorities.

Customer shall pay the "Total Charge", incidental charges, and any other obligations that arise as a result of this Letter Agreement, regardless of whether Customer has actually used the Daily Delivery Quantity, so long as Company has arranged for the delivery to Customer of the Daily Delivery Quantity as indicated in Exhibit A.

Customer shall remit payment to Company for the "Total Charge," any incidental charges, and any other obligation that arises as a result of this Letter Agreement within ten (10) calendar days of receipt of invoice from Company at the address set forth below in the "Execution" section of this Letter Agreement. Customer shall be deemed in receipt of Company's invoice upon delivery in person the third Business Day after mailing by registered or certified mail, postage prepaid; the next Business Day after timely delivery to a common carrier service, service fee payable by sending party, for next-day delivery. If Customer fails to pay any amount when due hereunder, Customer shall pay interest on the overdue amount at an annual rate of interest of eighteen (18) percent, calculated from the date that payment is due until the date of remittance hereunder.

6. **Warranty of Title:**
   Company warrants that it will have title to the natural Gas sold hereunder from the time it is received at a Receipt Point until delivery to Customer at the Company Receipt Point(s) specified above, at which point(s) title shall pass to Customer.

U. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED

7. **Force Majeure:**
   Force Majeure: The obligations of Company and Customer under this Letter Agreement, and the performance thereof, other than a failure or delay in the payment of money due hereunder, shall be excused during periods of Force Majeure. Force Majeure shall mean acts of God, strikes, lock-outs, or other Industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, including any government mandated quarantines associated therewith, landslides, sinkholes, earthquakes, fires, storms, floods, washouts, arrests and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery, generating equipment, or lines of pipe, the necessity for maintenance of or making repairs or alterations to machinery, generating equipment, or lines of pipe, freezing of wells or lines of pipe, failure or depletion of wells, loss or interruption of supply, Curtailment of transportation capacity on the applicable Transportation Service Provider's pipeline system, interruption or unavailability of transportation due to an event constituting Force Majeure under Company's Transportation Service agreement(s) with the applicable Transportation Service Provider, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the party claiming suspension and which in each of the above cases, by the exercise of due diligence such party is unable to prevent or overcome. The party whose performance is excused by an event of Force Majeure shall promptly notify the other party of such occurrence and its estimated time of duration and shall use all reasonable efforts to remedy such Force Majeure and resume such performance.

8. **Limitation on Liability:**
   Neither Customer nor Company shall be liable to the other or to any other party claiming through the other for special, indirect or consequential damages relating to any matter covered by this Letter Agreement.

9. **Entire Agreement:**
   This Letter Agreement constitutes the entire agreement between the parties with respect to the sale of natural Gas hereunder to Customer and supersedes all prior agreements and understandings between the parties.

WHEREFORE, in consideration of the foregoing terms and conditions of this Letter Agreement and the mutual benefits to be obtained therefore, the parties hereto have caused this Letter Agreement to be duly executed by their respective authorized officials.

Agreed to this ______day of________, 20__.

________________________________ ________________________________
Witness Officer

U. OFF SYSTEM SALES LETTER AGREEMENT - CONTINUED

EXHIBIT "A"
TO THE OFF-SYSTEM SALES LETTER AGREEMENT
BY AND BETWEEN
CHESAPEAKE UTILITES CORPORATION, FLORIDA DIVISION
AND ____

DATED ________________, 20______

NOMINATED FOR DELIVERY TO (TRANSPORTATION SERVICE PROVIDER)

____
MMBtu / DAY *

DATE(S)
1.
2.
3.

* INCLUDED FUEL PER TSP'S TARIFF

Chesapeake Utilities Corporation,
Florida Division

____
(Customer)

BY:__________________________	BY:__________________________
TITLE:_________________________	TITLE:_________________________
DATE:__________________________	DATE:_________________________

CI POOL MANAGER AGREEMENT

This CI POOL MANAGER AGREEMENT is made and entered into by and between Florida Public Utilities Company hereinafter referred to as “Company” and ____________________, a ________________corporation hereinafter referred to as “CI Pool Manager”.

WITNESSETH:

WHEREAS, Pool Manager desires to operate as a CI Pool Manager on Company’s Gas distribution system, and is requesting service as provided in Company’s FPSC Tariff,

WHEREAS, Company offers such services under the applicable Rate Schedules and Rules and Regulations of its FPSC Tariff, and

WHEREAS, Company is a party to Service Agreements with Transportation Service Providers;

WHEREAS, CI Pool Manager is an authorized shipper on Transportation Service Providers' interstate Gas transmission system(s), and wishes to ship certain quantities of Gas, on a firm basis, using Company’s relinquished Transportation Service Provider Capacity to Company’s respective Primary Delivery Points to Company's distribution system, for delivery by Company to the Customer Accounts comprising the Customer Pool (as hereinafter defined); and

WHEREAS, Company wishes to temporarily release to CI Pool Manager, and CI Pool Manager wishes to acquire, a portion of Company's Firm Capacity Rights under the Service Agreements, pursuant to the capacity relinquishment provisions of the General Terms and Conditions of Transportation Service Providers' Federal Energy Regulatory Commission ("FERC") Tariffs, the Rules and Regulations of Company's FPSC Tariff, and the terms and conditions of this Agreement, to enable CI Pool Manager to ship Gas hereunder; and

WHEREAS, Company, or its designee, has certain operational and administrative obligations, as the Delivery Point Operator ("DPO") under the Transportation Service Providers FERC Tariffs, the Company FPSC Tariff and this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

V. CI POOL MANAGER AGREEMENT - CONTINUED

1. This Agreement shall be effective on the date authorized by the FPSC for the implementation of Company's Transportation Service Programs and shall continue in effect for a period two (2) years and shall thereafter be extended for additional annual periods; unless either party gives written notice of termination to the other party, not less than ninety (90) days prior to the expiration of the initial term. This Agreement may be terminated earlier: i) at the Company's option in accordance with the provisions of its FPSC Tariff or ii) otherwise in accordance with the provisions of this Agreement and the Parties' respective rights under applicable law.

2. Should any amendment or modification to Company's authority to provide service under the CI Transportation Service program and Company's FPSC Tariff cause the terms and conditions hereof to change such that performance hereunder would be unreasonably burdensome for either party, then such burdened party may, by providing no less than thirty (30) days written notice to the other party, terminate this Agreement, without penalty, effective no earlier than on the first day of the Month subsequent to said thirty (30) day notice period.

3. CI Pool Manager agrees to comply with and be subjected to all the provisions of Company's FPSC Tariff applicable to the service provided to CI Pool Managers by Company.

4. CI Pool Manager understands that Company's Shipper Administrative Services (SAS) is mandatory for all CI Pool Managers. The SAS provides the administrative services related to Gas transportation deliveries. CI Pool Manager shall be billed for services in accordance with Company's SAS rate schedule.

5. Company shall temporarily relinquish to CI Pool Manager, and CI Pool Manager shall acquire, each Month a portion of the Firm Capacity Rights that Company is entitled to relinquish under its Transportation Service Provider Service Agreements, as provided by Company's FPSC Tariff. All capacity relinquishments shall be executed in accordance with the provisions of the respective Transportation Service Provider's FERC Tariff.

6. Except for Force Majeure events or Mutually Beneficial Transactions, as provide by Company's FPSC Tariff, CI Pool Manager shall have a firm obligation to deliver each day to the Company's distribution system, Gas quantities sufficient to meet the demand requirements of Pool Manager's CI Customer Pool(s). Pool Manager shall be obligated to cause sufficient quantities of Gas to be delivered for the Customer Pool each and every day such that scheduled quantities for the Customer Pool remain in reasonable balance with actual consumption. Delivery of all such Gas shall be at the Primary Delivery Point(s) and pathed along the Transportation Service Provider(s) pipeline, as established by the relinquishment notice describing the pipeline capacity release to the Pool Manager

V. CI POOL MANAGER AGREEMENT - CONTINUED

and released under the applicable FERC and Transportation Service Provider rules and regulations. The Company shall establish appropriate penalties to be enforced should the Pool Manager fail to perform under Rate Schedule PM. In the event of substantial non-performance, as defined in the Company's Tariff, the Company shall terminate the Pool Manager.

1. If any act or omission of Pool Manager causes Company to incur penalties or other expenses or liabilities for unauthorized overrun Gas, for imbalances on a pipeline system, for a failure to comply with Transportation Service Provider's Tariff, or for a failure to comply with a curtailment notice or to take deliveries as scheduled, Pool Manager will indemnify and reimburse Company for all such amounts which the acts or omissions of Pool Manager or its supplier have caused Company to incur. Nothing herein shall be deemed to foreclose Company from employing other remedies including cessation of deliveries, and Company reserves the right to do so, for the unauthorized consumption of Gas.

2. CI Pool Manager will participate in Company's Indiantown, Central Florida, Ft, Meade , and FPUC Service Areas and the Company's i) CI Cycle Read Pool where released capacity equals 100% historical monthly quantities and ii) CI Daily Read Pool where released capacity equals not greater than 50% of historical monthly.

3. Notices or communications to CI Pool Manager shall be given to:

   Mailing Address:

   Attention: ______________________

   Telephone: _____________________

   E-mail: _________________________

4. This Agreement shall become effective at the start of the Gas Day (as defined in Transportation Service Provider's FERC Tariff) on ____________________________.

Signature Page Follows

V. CI POOL MANAGER AGREEMENT - CONTINUED

IN WITNESS WHEREOF, the parties have duly executed this agreement in multiple originals on ______________________.

Chesapeake Utilities Corporation, Florida Division

BY: ___________________________

NAME: ________________________

TITLE: ________________________

DATE: ________________________

Pool Manager:

BY: ___________________________

NAME: ________________________

TITLE: ________________________

DATE: ________________________

TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT

This TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT ("Agreement") is made and entered into by and between Chesapeake Utilities, Florida Division and hereinafter referred to as "Company", and ________________________, a ________________________ Corporation hereinafter referred to as "TTS Pool Manager".

WITNESSETH:

WHEREAS, Company operates a natural Gas distribution system in the state of Florida; and

WHEREAS, the FPSC has authorized Company to implement Transitional Transportation Service (TTS) Program to certain Customers as provided by Company's FPSC-approved Tariff (the "FPSC Tariff"); and

WHEREAS, Company is thereby authorized to select, through a Request for Proposal process, TTS Pool Managers to provide natural Gas sales service to Customers receiving gas service under the TTS Program; and

WHEREAS, Company is a party to Service Agreements Transportation Service Providers; and

WHEREAS, TTS Pool Manager is an authorized shipper on Transportation Service Provider(s) interstate Gas transmission systems, and wishes to ship certain quantities of Gas, on a firm basis, using Company's relinquished Transportation Service Provider Capacity to Company's respective Primary Delivery Points to Company's distribution system, for delivery by Company to the Customer Accounts comprising the Customer Pool (as hereinafter defined); and

WHEREAS, Company wishes to temporarily release to TTS Pool Manager from time to time, and TTS Pool Manager wishes to acquire from time to time, a portion of Company's Firm Capacity Rights under the Service Agreements, pursuant to the capacity Relinquishment provisions of the General Terms and Conditions of Transportation Service Providers' Federal Energy Regulatory Commission ("FERC") Tariffs, the Rules and Regulations of Company's FPSC Tariff, and the terms and conditions of this Agreement, to enable TTS Pool Manager to ship Gas hereunder; and

WHEREAS, Company, or its designee, has certain operational and administrative obligations, as the Delivery Point Operator ("DPO") under the Transportation Service Providers FERC Natural Gas Tariffs, the Company FPSC Tariff and this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE I- DEFINITIONS

Unless another definition is expressly stated within this Agreement, the following terms and abbreviations, when used in this Agreement and in all exhibits, recitals, and appendices contained or attached to this Agreement, are intended to and will mean as follows:

1.0 "Customer Account": means an individual natural Gas Customer included in the Customer Pool.

1.1 "Customer Pool": means, the group of Customers who are collectively served by the authorized Pool Manager(s) in accordance with the applicable provisions of the Company's TTS Transportation Service program.

1.2 "Gas": means natural Gas or its equivalent conforming to the standards set forth in the "Quality of Gas" section of Company's FPSC approved Tariff.

1.3 "Month": means a period beginning at 9:00 a.m. CCT on the first day of a calendar Month and ending at 9:00 a.m. CCT on the first day of the next succeeding calendar Month; provided that, in the event of a change in the definition of the corresponding term in Transportation Service Providers' FERC Tariffs, this definition shall be deemed to be amended automatically so that it is identical at all times to the definition of the corresponding term in said Tariffs.

1.4 "Service Agreement": means the agreement for firm Transportation Service between Company and a Transportation Service Provider(s).

1.5 "Therm": means a unit of heating value equivalent to one hundred thousand (100,000) British Thermal Units.

ARTICLE II - Company's Tariff Provisions

2.1 TTS Pool Manager agrees to comply with and be subject to all the provisions of Company's FPSC Tariff applicable to the service provided to TTS Pool Manager by Company, including any amendments thereto approved by the FPSC during the term of this Agreement. In the event of any conflict between said provisions of the FPSC Tariff and specific provisions of this Agreement, the latter shall prevail, in the absence of an FPSC Order to the contrary.

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

ARTICLE lll - TTS Customer Pool

3.1 The TTS Pool Manager shall provide natural Gas sales and management services, in accordance with this Agreement and the FPSC Tariff, to all Residential Customers assigned by Company to the TTS Pool Manager's Customer Pool, and those Residential Customers electing to receive service from the TTS Pool Manager. The TTS Pool Manager shall also provide service to those Non-Residential Customers assigned to the TTS Pool Manager's Customer Pool as provided by Company's FPSC Tariff. The TTS Pool Manager may accept other Non-Residential Customers into the TTS Customer Pool upon the request of the Customer. TTS Customers shall have the option, once within a twelve-Month period, as provided by Tariff, to discontinue service with TTS Pool Manager and select any other approved TTS Pool Manager.

ARTICLE IV - Capacity Relinquishment

4.1 Company shall temporarily relinquish to TTS Pool Manager, and TTS Pool Manager shall accept, each Month a portion of the Firm Capacity Rights that Company is entitled to relinquish under its Transportation Service Provider Service Agreements, as provided by Company's FPSC Tariff. All Capacity Relinquishments shall be executed in accordance with the provisions of the respective Transportation Service Provider's FERC Tariff.

ARTICLE V - Firm Service

5.1 Except for Force Majeure events or Mutually Beneficial Transactions, as provided by Company's FPSC Tariff, TTS Pool Manager shall have a firm obligation to delivery each day to the Company’s distribution system, Gas quantities sufficient to meet the demand requirements of the TTS Customer Pool. Delivery of all such Gas shall be at the Primary Delivery Point(s) and pathed along the Transportation Service Provider(s) pipeline, as established by the relinquishment notice describing the pipeline capacity release to the Pool Manager and released under the applicable FERC and Transportation Service Provider rules and regulations. The Company shall establish appropriate penalties to be enforced should the Pool Manager fail to perform under Rate Schedule PM. In the event of substantial non-performance, as defined in the Company’s Tariff, the Company shall terminate the Pool Manager.

ARTICLE VI - Delivery Point Operator Service

6.1 Company shall provide Delivery Point Operator Service (DPOS) to TTS Pool Manager in accordance with the provisions of Company's FPSC Tariff. DPOS shall include those activities related to Nominations, scheduling, imbalance resolution, operator order disposition and other administrative and operational activities as are assigned to the Delivery Point Operator by the respective Transportation Service Provider's FERC Tariff and/or Company's FPSC Tariff, as

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

each may be revised from time to time.

ARTICLE VII – Indemnification

7.1 For value received and to induce Company to enter into this Agreement, TTS Pool Manager agrees to protect, defend (at TTS Pool Manager's expense and by counsel satisfactory to Company), indemnify, and save and hold harmless Company, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of Company's rights hereunder) incurred by Company in connection with or arising out of or resulting from or relating to or incident to:

1. any breach of any of the representations, warranties, or covenants of TTS Pool Manager contained in this Agreement or in any Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto, specifically including but not limited to:

    a. any Transportation Service Provider penalties or other expenses or liabilities for unauthorized overrun Gas, for imbalances on a pipeline system, for failure of TTS Pool Manager to comply with a Transportation Service Provider's FERC Tariff, or for failure to comply with a Curtailment notice or to take deliveries as scheduled, pursuant to Company's FPSC Tariff; and

    b. any breach by TTS Pool Manager of warranty of title to Gas and related obligations, pursuant to Company's FPSC Tariff;

2. any claim by a creditor of TTS Pool Manager as a result of any transaction pursuant to or contemplated by this Agreement;

3. any claim against Company relating to any obligation or liability of TTS Pool Manager, or its affiliates, or any of them of any kind or nature;

4. any and all rates and charges assessed by Transportation Service Provider(s) to Company for the relinquished capacity during the period that this Agreement remains in effect, pursuant to Company's FPSC Tariff; and

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

5. any taxes of any federal, state or local jurisdiction related to Gas supply and/or Transportation Service Provider's capacity upstream of Company's Delivery Points, pursuant to Section 11.1 of this Agreement.

In the event that any claim or demand for which TTS Pool Manager would be liable to Company hereunder is asserted against or sought to be collected from Company by a third party, Company shall promptly notify TTS Pool Manager of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). TTS Pool Manager shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice {the "Notice Period") to notify Company:

1. whether or not it disputes its liability to Company hereunder with respect to such claim or demand; and,

2. whether or not it desires, at its sole cost and expense, to defend Company against such claim or demand.

In the event that TTS Pool Manager notifies Company within the Notice Period that it desires to defend Company against such claim or demand and except as hereinafter provided, TTS Pool Manager shall have the right to defend Company by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by TTS Pool Manager to a final conclusion in any manner as to avoid any risk of Company becoming subject to any liability for such claim or demand or for any other matter. If Company desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If TTS Pool Manager elects not to defend Company against such claim or demand, whether by not giving Company timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by TTS Pool Manager or by Company (Company having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of TTS Pool Manager and subject to indemnification as provided hereinabove.

1. For value received and to induce TTS Pool Manager to enter into this Agreement, Company agrees to protect, defend (at Company's expense and by counsel satisfactory to TTS Pool Manager), indemnify, and save and hold harmless TTS Pool Manager, its officers, directors, shareholders, employees, agents, successors and assigns, from and against all direct or indirect costs, expenses, damages, losses, obligations, lawsuits, appeals, claims, or liabilities of any kind or nature (whether or not such claim is ultimately defeated), including in each instance, but not limited to, all costs and expenses

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

of investigating and defending any claim at any time arising and any final judgments, compromises, settlements, and court costs and attorney's fees, whether foreseen or unforeseen (including all such expenses, court costs, and attorney's fees in the enforcement of TTS Pool Manager's rights hereunder) incurred by TTS Pool Manager in connection with or arising out of or resulting from or relating to or incident to:

a. any breach of any of the representations, warranties, or covenants of Company contained in this Agreement or in any Exhibit, Schedule, or other document attached hereto and made a part hereof or provided pursuant hereto, specifically including but not limited to:

    i. Company's responsibility to pay Transportation Service Provider(s) for recalled capacity, during the period of recall, pursuant to Company's FPSC Tariff; and

    ii. any breach by Company of warranty of title to Gas and related obligations, pursuant to Company's FPSC Tariff;

b. any claim by a creditor of Company as a result of any transaction pursuant to or contemplated by this Agreement;

c. any claim against TTS Pool Manager relating to any obligation or liability of Company, or its affiliates, or any of them of any kind or nature; and,

d. any and all rates and charges assessed by Transportation Service Provider(s) to TTS Pool Manager for any recalled capacity during the period that such recall remains in effect.

In the event that any claim or demand for which Company would be liable to TTS Pool Manager hereunder is asserted against or sought to be collected from ITS Pool Manager by a third party, TTS Pool Manager shall promptly notify Company of such claim or demand, specifying the nature of such claim or demand and the amount or the estimated amount thereof, if determination of an estimate is then feasible (which estimate shall not be conclusive of the final amount of such claim or demand) (the "Claim Notice"). Company shall have twenty (20) days, or such shorter period as the circumstances may require if litigation is involved, from the personal delivery or mailing of the Claim Notice (the "Notice Period") to notify TTS Pool Manager:

1. whether or not it disputes its liability to TTS Pool Manager hereunder with respect to such claim or demand; and,

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

2. whether or not it desires, at its sole cost and expense, to defend TTS Pool Manager against such claim or demand.

In the event that Company notifies TTS Pool Manager within the Notice Period that it desires to defend TTS Pool Manager against such claim or demand and except as hereinafter provided, Company shall have the right to defend TTS Pool Manager by appropriate proceedings, which proceedings shall be promptly settled or prosecuted by Company to a final conclusion in any manner as to avoid any risk of TTS Pool Manager becoming subject to any liability for such claim or demand or for any other matter. If TTS Pool Manager desires to participate in, but not control, any defense or settlement, it may do so at its sole cost and expense. If Company elects not to defend TTS Pool Manager against such claim or demand, whether by not giving TTS Pool Manager timely notice as provided above or otherwise, then the amount of any such claim or demand, or, if the same is contested by Company or by TTS Pool Manager (TTS Pool Manager having no obligation to contest any such claim or demand), then that portion thereof as to which such defense is unsuccessful, shall be conclusively deemed to be a liability of Company and subject to indemnification as provided hereinabove.

The foregoing indemnification and hold harmless agreement shall benefit both parties from the date hereof arid shall survive the termination of this Agreement.

ARTICLE VIII - Customer Pricing

8.1 Standard Price Option- FGT Zone 3 Commodity Index Price: As required by Company's FPSC Tariff, all Residential Customers initially entering the TTS Customer Pool shall be billed for services received from the TTS Pool Manager each Month at the Standard Price Option billing rate. Such Customers once within a twelve-Month period, shall request in writing a change of TTS Pool Manager but will remain on the Standard Price Option Billing Rate. For the purposes of this Agreement, the Standard Price Option billing rate shall include a commodity price index equal to the commodity price published in the publication "Inside FERC's Gas Market Report," in the table, Prices of Spot Gas Delivered to Pipelines, Florida Gas Transmission, for Zone 3 delivery on the first day of each Month for the respective Month of delivery. If, during the effective period of this Agreement, the specified index ceases to be published or is not published for any period, the Parties will mutually agree upon a new Gas index. The Standard Price Option shall establish a billing rate for Customers that includes the above Gas commodity price index and all other price components allowable under this Agreement or Company's FPSC Tariff, required to provide a Monthly billing rate to TTS Customers. The TTS Pool Manager shall provide the Standard Price Option billing rate to TTS Customers each Month during the entire term of this Agreement.

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

8.2 Standard Price Option- TTS Pool Manager Margin: The TTS Pool Manager shall include a margin of $_____per Therm in the Standard Price Option billing rate provided in Section 8.1.

8.3 Other Charges and Credits: The TTS Pool Manager may pass through to Customers in the Customer Pool those charges related to the acquisition and utilization of interstate pipeline capacity directly assigned or allocated to the TTS Pool Manager by Company, and such additional quantities of capacity provided by TTS Pool Manager pursuant to Company's Tariff, including applicable Transportation Service Provider surcharges and fuel retention costs. TTS Pool Manager may pass through to Customers in the Customer Pool those charges assessed to TTS Pool Manager by Company under the provision of its FPSC Tariff DPOS and Shipper Administrative and Billing Service (SASS). TTS Pool Manager may pass through to Customers in the Customer Pool all tax obligations related to service to TTS Customers, TTS Pool Managers margin, and any other applicable charge as provided in this Agreement or the Company Tariff. TTS Pool Manager shall pass through to Customers in the Customer Pool those credits assessed to TTS Pool Manager by Company under the provision of its FPSC Tariff DPOS.

ARTICLE IX - Customer Account Billing and Payment

9.1 Customer Billing: On a monthly basis, the TTS Pool Manager shall provide to Company the current Month's billing rate(s), in dollars per Therm, for the Commodity Index Price, Fixed Price(s), if any, and Other Pricing Option(s), if any, as provided in Article VIII. The TTS Pool Manager billing rate(s) shall. include all billing components, i.e. commodity, capacity, margin, taxes, other charges or credits. Company shall bill the Customers in the TTS Pool Manager's Customer Pool the applicable billing rate, as a single line item charge on Company's monthly billing statements. The Company billing statement shall identify the charges as the cost of Gas provided by the TTS Pool Manager. Company shall bill each Customer based on the measured Gas quantities at each Customer premise.

9.2 Shipper Administrative and Billing Service: During the term of this Agreement, Company shall provide billing, payment remittance, and administrative services to the TTS Pool Manager for the Customers in the Customer Pool, in accordance with the Shipper Administrative and Billing Service (SABS) as provided by Company's FPSC Tariff. Company shall be responsible for monitoring Customer Account non-payment and partial payment amounts and administering the Customer Account notices and service disconnect procedures, as allowed by FPSC Rules and its FPSC Tariff. Company shall reconcile all Customer payments received through its customary payment remittance and collection efforts, and, subject to Section 9.3, remit to the TTS Pool Manager those funds related to the total cost of Gas. Company shall allow TTS Pool Manager reasonable access to Meter readings, consumption data, account payment information and other such information as may be required to conduct an independent audit of the payment remittance services. Each Month the TTS Pool Manager shall pay to Company an amount equal to that provided by the SABS Rate Schedule in the Company FPSC Tariff.

9.3 Payment to TTS Pool Manager: By the fifteenth day of each Month, Company shall remit to the TTS Pool Manager, an amount equal to the metered volume of Gas recorded during the preceding Company billing Month for each Customer Account, multiplied by the applicable billing rate for the respective Customer Accounts, less an amount deducted for non-payments or partial payments for the preceding Month's Customer Account billings, plus an amount for payments received for outstanding non-payment or partial payment amounts recorded during a prior billing period, and less SABS charges, and other fees, if any, to which the Parties may mutually agree. Any charges or credits resulting from the DPOS and/or the disposition of the Operational Balancing Account shall be separately billed in accordance with Company's FPSC Tariff. Nothing in this Agreement shall be construed as a guarantee by Company of payment to the TTS Pool Manager of any TTS Pool Manager charges included on any billing statement produced by Company for which payments are not received from Customers. In the event of partial payments by Customers, Company shall first apply the funds received from the partial payment to any tax amounts for which Company is responsible for collecting from the Customer Account. Any remaining balance from the partial payment shall next be applied against the TTS Pool Manager's cost of Gas charges, completely satisfying such charges before applying any remaining funds to Company charges. Partial payments by Customers that result in non-payment of Company's regulated transportation charges shall be subject to disconnect under Company's service disconnect procedures, pursuant to the FPSC Tariff.

ARTICLE X - Customer Bad Debt

10.1 Company shall diligently execute the service discontinuation provisions of its FPSC Tariff. The TTS Pool Manager may take such reasonable actions as are necessary to recover any monetary loss due to non-payment of Customer bills and/or to collect debts resulting from the non-payment of Customer bills, including recovery of such debts through a surcharge to the Customer Pool billing rate. Any such bad debt collections through surcharge shall be subject to audit by Company.

ARTICLE XI -Taxes Billed to Customers

11.1 As provided in Section 8.3 and Section 9.1, the TTS Pool Manager may include all taxes related to providing Gas supply service to TTS Customers in its monthly billing rates. Company shall have no responsibility for the collection of any TTS Pool Manager tax obligation, other than to the extent such taxes are included in the TTS Pool Manager's monthly billing rates. Company shall not be responsible for the remittance of any taxes to any jurisdiction on behalf of the TTS Pool Manager. The TTS Pool Manager shall be responsible for remittance of all taxes

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

related to Gas supply and Transportation Service Provider capacity upstream of the Company Delivery Point with the Customer Accounts in the Customer Pool. Company shall be responsible for collection and remittance of all taxes related to the transportation of Gas on its distribution system, including Florida State Gross Receipts Taxes.

ARTICLE XII - Program Revisions

12.1 Nothing contained in this Agreement shall prevent Company from proposing to, and filing with, the FPSC: (i) revisions to any effective rate schedule, (ii) superseding rate schedules, or (iii) any other modifications to its Tariff for the purpose of changing the rates, charges and general terms and conditions applicable to the service provided under the TTS provisions of the Company Tariff, including the terms and conditions of this Agreement. Nothing contained in this Agreement shall prevent TTS Pool Manager from opposing any changes, revisions or modifications contained in any proposal or filing made by Company to or with the FPSC that affect the charges or other provisions applicable to service provided under this Agreement, or from pursuing any other available legal remedy with respect to such changes,' revisions or modifications.

ARTICLE XIII- Term and Termination

13.1 Term: This Agreement shall be effective on the date authorized by the FPSC for the implementation of Phase Two of Company's TTS Program and shall continue in effect for a period of two (2) years, and shall thereafter be extended for additional annual periods; unless either party gives written notice of termination to the other party, not less than ninety (90) days prior to the expiration of the initial term. This Agreement may be terminated earlier: (a) at Company's option in accordance with the provisions of its FPSC Tariff, or (b) otherwise in accordance with the provisions of this Agreement and the Parties' respective rights under applicable law.

13.2 Termination Due to Program Amendment or Modification: Should any amendment or modification to Company's authority to provide service under the TTS Program and Company's FPSC Tariff cause the terms and conditions hereof to change such that performance hereunder would be unreasonably burdensome for either party, then such burdened party may, by providing no less than thirty (30) days written notice to the other party, terminate this Agreement, without penalty, effective
no earlier than on the first day of the Month subsequent to said thirty (30) day notice period.

ARTICLE XIV- Assignment and Transfer

14.1 No assignment of this Agreement by either party may be made without the prior written

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

approval of the other party (which approval shall not be unreasonably withheld) and unless the assigning or transferring party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring party, and upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring party shall furnish or cause to be furnished to the other party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

ARTICLE XV – Governmental Authorizations; Compliance with Law

15.1 Compliance with Law: This Agreement shall be subject to all valid applicable state, local, and federal laws, orders, directives, rules and regulations of any governmental body, agency or official having jurisdiction over this Agreement. The parties shall comply at all times with all applicable Federal, state, municipal, and other laws, ordinances and regulations. The parties shall furnish any information or execute any documents required by any duly constituted Federal or state regulatory authority in connection with the performance of this Agreement. In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any such law, order, directive, rule or regulation , the latter shall be deemed to control, but nothing in this Agreement shall prevent either party from contesting the validity of any such law, order, directive, rule or regulation, nor shall anything in this Agreements be construed to require either party to waive its respective rights to assert the lack of jurisdiction of the FPSC or the FERC over this Agreement or any part thereof. In the event any law, order, directive, rule, or regulation shall prevent either party from performing hereunder, then neither party shall have any obligation’ to the other during the period that performance is precluded.

15.2 Applicable Law and Venue: This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida. Unless otherwise agreed in writing by the parties, venue for any legal action hereunder shall be in either Alachua or Polk County, Florida.

15.3 Revisions to Taxes: If, during the term of this Agreement, the Federal Government, or any State, municipality or subdivision of such Government, should increase any present tax or levy any additional tax, relating to the service provided by Company under this Agreement, any such additional tax required by law to be paid by Company shall, in Company's discretion, insofar as such discretion is provided for under applicable law, be either separately stated on the total amount of the bill or computed on a cents per Therm basis and added to the then effective rate for Company's services hereunder.

If, during the term of this Agreement, the Federal Government, or any State, municipality or subdivision of such Government, should decrease or eliminate any tax relating to the service

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

provided by Company under this Agreement, the reduction in such tax required to be paid by Company shall, in Company's discretion, insofar as such discretion is provided for under applicable law, be either separately stated as a deduction to the total amount of the bill or computed on a cents per Therm basis and subtracted from the then effective rate hereunder.

ARTICLE XVI – Notices

Except as otherwise provided herein, any notice, request, demand, statement or report pertaining to this Agreement shall be in writing and shall be considered as effective on the receipt date, when mailed by certified or registered mail, or on the date sent by express mail service.

All communications with respect to this Agreement shall be sent to the following addresses:

To Company:	To TTS Pool Manager:
Chesapeake Utilities Corporation,	
Florida Division	Pool Manager Name
PO Box 960	Address
Winter Haven, Florida 33882	City, State Zip Code
Attention:	Attention:
Telephone:	Telephone:
E-Mail:	E-mail

ARTICLE XVI – Miscellaneous

16.1 Headings: All article headings, section headings and subheadings in this Agreement are inserted only for the convenience of the parties in identification of the provisions hereof and shall not affect any construction or interpretation of this Agreement.

16.2 Entire Agreement: This Agreement, including the exhibits attached hereto, sets forth the full and complete understanding of the parties as of the date of its execution by both parties, and it supersedes any and all prior negotiations, agreements and understandings with respect to the subject matter hereof. No party shall be bound by any other obligations, conditions or representations with respect to the subject matter of this Agreement.

16.3 Amendments: Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by the party against which enforcement of the termination, amendment, supplement, waiver or modification shall be sought. A change in (a) the place to which notices pursuant to this Agreement must be sent or (b) the individual designated as the contact person pursuant to Section 18.2 shall not be deemed nor require an amendment of this Agreement provided such

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

change is communicated in accordance with Section 18.1 of this Agreement. Further, the parties expressly acknowledge that the limitations on amendments to this Agreement set forth in this section shall not apply to or otherwise limit the effectiveness of amendments which are necessary to comply with the requirements of, or are otherwise approved by,
FERC, the FPSC, or their successor agencies or authorities.

16.4 Severability: If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided however that if such severability materially changes the economic benefits of this Agreement to either party, the parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

16.5 Waiver: No waiver of any of the provisions of this Agreement shall be deemed to be, nor shall it constitute, a waiver of any other provision whether similar or not. No single waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

16.6 Attorney's Fees and Costs: In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, including attorney's fees in all investigations, trials, bankruptcies, and appeals.

16.7 Independent Parties: Company and TTS Pool Manager shall per

form hereunder as independent parties and neither Company or TTS Pool Manager are in any way or for any purpose, by virtue of this Agreement or otherwise, a partner, joint venturer, agent, employer or employee of the other. Nothing in this Agreement shall be for the benefit of any third person for any purpose,
including, without limitation, the establishing of any type of duty, standard of care or liability with respect to any third person.

16.8 Counterparts: This Agreement may be executed in counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original instrument as against any party who has signed it.

ARTICLE XVII- Other Services

IN WITNESS WHEREOF, the parties have duly executed this Agreement, in multiple originals, effective as of the date of execution by both parties.

W. TRANSITIONAL TRANSPORTATION SERVICE POOL MANAGER AGREEMENT - CONTINUED

Chesapeake Utilities Corporation, Florida Division	**TTS Pool Manager**
BY: ____________________________	BY: ____________________________
NAME: ________________________	NAME: ________________________
TITLE: ________________________	TITLE: ________________________
DATE: ________________________	DATE: ________________________

X. MINIMUM VOLUME COMMITMENT AGREEMENT

Subject to the terms and conditions of this Service Agreement, [INSERT COMPANY NAME], a [INSERT STATE] corporation, ("Seller"), agrees to provide firm gas service to [INSERT CUSTOMER NAME] ("Buyer"), a [INSERT STATE OF INCORPORATION],[INSERT TYPE OF CORPORATION], at Buyer's facility located at [INSERT FACILITY ADDRESS], (the "Facility"). This Service Agreement shall be effective upon the commencement of the natural gas service and shall continue in effect thereafter for a period of six (6) years or until such earlier time that Buyer meets their minimum delivery obligation.

I - DEFINITIONS

When used in this Service Agreement:

A. "Gas" shall mean natural gas or any commonly accepted and suitable equivalent.

B. "Service" shall mean the sales or transportation, balancing and delivery of gas on Seller's distribution system pursuant to the terms and conditions of Seller's tariff (the "Tariff") on file with the Florida Public Service Commission, as the same may be amended from time to time, at the outlet side of Seller's measuring and regulating equipment at the Facility.

C. "Six-Year Service Period" shall mean the period of six (6) years following the date on which natural gas delivery service to the Facility is first available.

D. "Commission" shall mean the Florida Public Service Commission.

II - GENERAL SERVICE PROVISIONS AND REGULATIONS

A. Seller operates and maintains facilities for the distribution of natural gas in the State of Florida and proposes to deliver natural gas to the Buyer on a firm basis.

B. Seller's applicable rate schedules and general service provisions set forth in the Tariff and on file with the Commission, whether of general or specific applicability, as they may be amended, modified, or changed from time to time, are hereby incorporated into this Service Agreement by reference. Seller reserves the right to amend, modify or change unilaterally its tariffs and rate schedules for terms and rates such as the Customer Charge, and potential fees such as Franchise Fees, subject to the approval of the Commission.

X. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

III - PRICING TERMS

For all Service to Buyer during the Six-Year Service Period, Buyer shall pay Seller each month in accordance with the pricing provisions of the Tariff, as amended from time to time. The Buyer will take Service under Rate Schedule [INSERT APPLICABLE RATE SCHEDULE]. During the Six-Year Service Period, Buyer agrees to a Minimum Annual Delivery ("MAD") of natural gas at the Facility which will follow the schedule outlined in Section IV.

IV - REQUIREMENTS

Buyer's total gas requirements are estimated to be _______ Therms in a six-year period.

A. As a financial guarantee, Seller requires Minimum Annual Deliveries of gas ("MAD") for each twelve-month delivery period as follows: period one: _____ Therms; period two: ______ Therms; period three: _______ Therms; period four: _____Therms; period five: ______ Therms; period six: ______ Therms.

B. As used herein, the term "twelve-month delivery period" shall mean each twelve-month period within the Six-Year Service Period beginning with the date that gas service is available to the Facility.

C. If Buyer fails to take delivery of the MAD in any twelve-month delivery period, Buyer shall pay Seller a deficiency charge calculated as follows: the difference between the applicable MAD and the actual quantity of gas delivered during the twelve-month delivery period, multiplied by the delivery service rate in effect at the end of the twelve-month delivery period. Seller will invoice Buyer for the deficiency charge within thirty (30) days after the end of each twelve-month delivery period, and Buyer shall pay said invoice within thirty (30) days of receipt. Each party's performance obligation hereunder shall abate proportionately during a Force Majeure event and during any period that a party is unable to perform its obligations due to the other party's performance failure. The term of this Service Agreement shall be extended for a period equal to the length of any such abatement(s).

D. If, during any twelve-month delivery period, the actual quantity of gas delivered to the Facility exceeds the applicable MAD, said excess shall be carried forward to the next twelve- month delivery period for purposes of calculating any deficiency charge hereunder.

X. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

V - TERMINATION CHARGES

If Buyer terminates Service hereunder after execution of this agreement, Buyer shall pay Seller in full the remainder of the MAD deficiency charges. Buyer agrees that it will make any such deficiency charge payment to Seller within thirty (30) days after receipt of Seller's invoice.

VI - NOTICES

All notices in connection with this Service Agreement shall be in writing, and conveyed by first class mail, except for notices of pricing changes and notices of service interruptions (if any), which shall be provided in accordance with the Tariff and Florida law.

Notices to Buyer shall be addressed to:	Notices to Seller shall be addressed to:
__________________	__________________
__________________	__________________
__________________	__________________
__________________	__________________

The date of mailing shall constitute the date of notice for all notices given under this Service Agreement, unless otherwise specified.

VII - MISCELLANEOUS TERMS

A. This Service Agreement, together with the Tariff and any attachments hereto, constitute the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party which is not contained in this Service Agreement or the Tariff shall be binding upon either party. Subject to the other provisions of this Service Agreement, this Service Agreement may not be modified or altered except in writing signed by the parties.

B. This Service Agreement is subject to the regulatory authority of the Commission. If any part, term, or provision of this Service Agreement is specifically held by a court, the Commission, or any other regulatory authority having jurisdiction in the matter, to be illegal or in conflict with applicable law or regulation, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of the parties shall be construed and enforced as if the Service Agreement did not contain the particular part, term, or provision so held to be illegal or in conflict.

X. MINIMUM VOLUME COMMITMENT AGREEMENT - CONTINUED

C. This Service Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

D. This Service Agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Florida

In witness whereof, the parties have executed this Service Agreement effective [INSERT EFFECTIVE DATE].

This Service Agreement is subject to the regulatory authority of the Commission. If any part term, or provision of this Service Agreement is specifically held by a court, the Commission, or any other regulatory authority having jurisdiction in the matter, to be illegal or in conflict with applicable law or regulation, the validity of the remaining portions or provisions shall not be affected thereby, and the rights and obligations of

Witness:	**Chesapeake Utilities Corporation**
By: ____________________________	By: ____________________________________
	Name: __________________________________
	Title: __________________________________
Witness:	**Buyer: _________________________________**
By: ____________________________	By: ____________________________________
	Name: _________________________________
	Title: _________________________________

Y. RENEWABLE NATURAL GAS SERVICE (RNGS) FORM

FLORIDA PUBLIC UTILITIES

Florida Public Utilities Company
Request for Gas Service Application

Job Tracking #:

Customer /Company Name:
Premise Address: ,
D.B.A, C/O, Contact:
Mailing Address: ,

Contact Name:		Sales Rep:	
Home/ Work:		Positition:	
Cell:		ID #:	
Fax:		Phone:	
Email:		Office/Division:	
Last 4 digits SSN/FEIN:		Field Coordinator:	
Last 4 digits of SSN/FEIN:		FC Phone:	
DLN:			

Job Information		Account Information	
Marketing Classification:		S.I.C.	-
Gas Pressure:		Tax District:	
Request for Service Type:		Town Code:	
Gas Type:		County:	
Metered or Bulk:			
Converted from:		Rate Schedule:	
LP Competitor:		Acct Type/Class:	
		Orcom Rate Code/NFR:	
		Consv/GRIP:	
Connect Type:			
		Swing Rate:	
Premise #		Turn-On Charge:	
Account #			

Units	Equipment	Line Description	BTUH/Unit	Hours/Year	Therms/Year	Calc Therms	SCFH Load
		Total BTUs:		Total Therms/Load:			

NUMBER OF DEVELOPMENT UNITS: ____________
Minimum Deposit Requirement: ____________

Estimated Annual Customer's Fuel Charges:

Meter Load SCFH:	0
Requested Pressure:	0

Total Monthly Customer Charge(s): ____________
Annual Revenues - Customer Charge: ____________

NG Non-Fuel Energy Charge: $0.00000

NG Total Annual Therms: 0
LP Total Annual Gallons: ____________
Annual Revenues - Non-Fuel Charge: ____________

Ext of Facilities Agreement
4-Year Estimated Non Fuel Rev

1-Year Estimated Non-Fuel Revenues: ____________
6 - Year Estimated Non-Fuel Revenues: ____________
Estimated Construction Cost: ____________
$0.00

Easement Required? ____________
Engineer/ Ops Approval & Date: ____________

Customer's Appliance Conversion Charge: ____________

AEP Rate Required? ____________

OPERATIONAL PROVISIONS
PROPANE: ADDITIONAL COST

Propane Protocol= Deposit Value to show on Gas Agreement- Waived Deposit to Customer-

Manager's Name: ____________ Mgmt. Approval Date: ____________

Contractor Name
Contact Info

Energy Partner
Phone
Email

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RNGS Page: 1 of 1

RNGS Form RNGS Form Revised 7.06.18:

CONTRACTS AND AGREEMENTS

1. Amended and Restated Natural Gas Transportation Service Agreement with Indiantown Cogeneration, L.P. – FPSC Docket No. 20030808

2. Gas Transportation Agreement with the City of Lake Worth – FPSC Docket No. 20030363

3. Amendment No. 1 to Transportation Service Agreement with the City of Lake Worth – FPSC Docket No. 20160028

4. Gas Transportation Agreement with Lake Worth Generation, LLC - FPSC Docket No. 20000922

5. Contract Transportation Service Agreement with Mulberry Energy Company, Inc. – FPSC Docket No. 19920156

6. Transportation Agreement with Polk Power Partners – FPSC Docket No. 19930543

7. Gas Transportation Agreement with Polk Power Partners, L.P. – FPSC Docket No. 19940320

   Amendment to Special Contract Gas Transportation Agreement with Polk Power Partners, L.P. – FPSC Docket No. 20000987

   Amendment No. 2 to Gas Transportation Agreement (Special Contract), Master Gas Transportation Service Termination Agreement, Delivery Point Lease Agreement, and Letter Agreement: CFG Transportation Aggregation Service with Polk Power Partners, L.P. – FPSC Docket No. 20050835

   Amendments to Special Contract with Polk Power Partners, L.P. – FPSC Docket No. 20150172

8. Gas Transportation Agreement with Orange Cogeneration Limited Partnership – FPSC Docket No. 19940830

   Amendment to Special Contract Gas Transportation Agreement with Orange Cogeneration Limited Partnership – FPSC Docket No. 20000987

   Amendment to Special Contract with Orange Cogeneration Limited Partnership – FPSC Docket No. 20150175

INDEX OF CONTRACTS AND AGREEMENTS - CONTINUED

9. Special Contract Gas Transportation Agreement with IMC-Agrico – FPSC Docket No. 19971559

   Amendment to Special Contract Gas Transportation Agreement with IMC-Agrico – FPSC Docket No. 20000987

10. Special Contract with Mosaic Fertilizer LLC – FPSC Docket No. 20170180

11. CTS Gas Transportation Service Agreement with Citrosuco North America, Inc. – FPSC Docket No. 19991168

12. CTS Gas Transportation Service Agreement with Peace River Citrus Products, Inc. – FPSC Docket No. 20000817

13. Special Contract with Suwannee American Cement, LLC. – FPSC Docket No. 20120229

14. Special Contract with Minute Maid Company, a Division of Coca-Cola Company – FPSC Docket No. 20021174

15. Special Contract with the Department of Management Services, Agency of the State of Florida – FPSC Docket No. 20050327

16. Special Contract with Sebring Gas System (customer) – FPSC Docket No. 20170176

Special Contracts listed above and approved by the Commission are located at Company's Corporate office.