



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:

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.



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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 and released under the applicable FERC and Transportation Service Provider rules and regulations.
7. 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.
8. 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.



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9. CI Pool Manager will participate in Company's:

Service Area Indiantown CFG FPU & Ft. Meade

CI Cycle Read Pool _____ Released capacity equal to 100% historical monthly quantities

CI Daily Read Pool _____ Released capacity equal to 50% historical monthly quantities

CI Special Contract Pool _____ Capacity released per mutual agreement

10. Notices or communications to CI Pool Manager shall be given to:

Mailing Address _____

Attention _____

Telephone _____

Email _____

11. This Agreement shall become effective at the start of the Gas Day (as defined in Transportation Service Provider's FERC Tariff) on _____.

IN WITNESS WHEREOF, the parties have duly executed this agreement in multiple originals on _____.

Florida Public Utilities Company _____

BY _____ BY _____

NAME _____ NAME _____

TITLE: _____ TITLE _____

DATE _____ DATE _____