



NATURAL GAS TRANSMISSION PIPELINE TARIFF
ORIGINAL VOLUME NO. 1
OF
PENINSULA PIPELINE COMPANY, INC.
FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Communications concerning this Tariff should be addressed to:

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SYSTEM DESCRIPTION AND MAP

Peninsula Pipeline Company, Inc. (hereinafter called "Company") is a natural gas transmission company engaged in the business of transporting Gas in the State of Florida.

The Company's pipeline facilities provide Firm Transportation Service to certain discrete areas in Florida, as listed herein.

County

City

To be determined

RESERVED FOR FUTURE USE

TECHNICAL TERMS AND ABBREVIATIONS

1. ALERT DAY
Any Gas Day where Transporter notifies Shipper(s) of restrictions on deliveries of Shipper's Gas to Company Delivery Point(s) within certain specified tolerances.
2. BUSINESS DAY
All days except Saturdays and Sundays on which the U.S. Postal Service delivers mail.
3. CENTRAL CLOCK TIME
The clock time in the United States Central Time Zone, as adjusted for Daylight Savings Time and Standard Time.
4. COMMISSION
Florida Public Service Commission
5. COMPANY
Peninsula Pipeline Company, Inc.
6. DEKATHERM
A unit of heating value equivalent to one million (1,000,000) British Thermal Units.
7. DELIVERY POINT(S)
The point(s) at the connection of the facilities of Transporter and Company at which the Gas leaves the outlet side of Transporter's custody transfer point(s) and enters the Company's pipeline facilities.
8. FAC
Florida Administrative Code.
9. FERC
Federal Energy Regulatory Commission.
10. FIRM TRANSPORTATION SERVICE
Service provided by Company where Shipper-owned Gas is received by Company at the Delivery Point(s), transported on a firm basis through Company's pipeline system, and delivered by Company at the Point(s) of Delivery to Shipper. For the purpose of this definition, "firm basis" shall mean that transportation service may be interrupted only, as specifically provided in this tariff, as a result of Force Majeure,

TECHNICAL TERMS AND ABBREVIATIONS (Continued)

- emergency situations, scheduled maintenance of facilities, Shipper default or other conditions.
11. GAS
Gas that is in conformance with the quality specifications of Transporter(s).
 12. GAS DAY
A period of twenty-four (24) consecutive hours beginning and ending at 9:00 a.m. Central Clock Time.
 13. GAS MONTH
A period beginning at 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 of the first day of the next succeeding calendar month.
 14. MAXIMUM DAILY TRANSPORTATION QUANTITY or MDTQ
The maximum quantity of Gas, expressed in Dekatherms, to be transported by Company for a Shipper on a Gas Day, as established in a Firm Transportation Service Agreement and in accordance with the provisions of this tariff.
 15. MAXIMUM HOURLY TRANSPORTATION PERCENTAGE or MHTP
The maximum percentage of scheduled Gas to be transported by Company for a Shipper on an hourly basis, as established in a Firm Transportation Service Agreement and in accordance with the provisions of this tariff.
 16. NOMINATION
A request by a Shipper to a Transporter and/or Company for receipt and delivery of a physical quantity of Gas pursuant to the Transporter's and/or Company's tariff. A Nomination specifies (1) the quantity of Gas per day, measured in Dekatherms, to be received or delivered on behalf of the Shipper; (2) the Receipt Point(s) at which the Gas is to be received by Transporter; (3) the Delivery Point(s) at which the Gas is to be received by Company; (4) the period of time in which the delivery is to take place; and, (5) any other such information as may be required by Transporter's and/or Company's tariff.
 17. OPERATIONAL FLOW ORDER or OFO
Any Gas Day where Transporter notifies Shipper(s) of conditions that could threaten the safe operation or system integrity of the Transporter and where deliveries of Shipper's Gas to Company Delivery Point(s) are required to be within certain specified hourly or daily Gas flow quantities.

TECHNICAL TERMS AND ABBREVIATIONS (Continued)

18. POINT(S) OF DELIVERY

The point(s) at the interconnection between the pipeline facilities of Company and a Shipper at which the Gas leaves the outlet side of Company's custody transfer point(s) and enters the Shipper's facilities.

19. RECEIPT POINT(S)

The point(s) at the interconnection between the facilities of Transporter and upstream system at which the Gas enters the facilities of Transporter.

20. SHIPPER

An entity causing Gas to be delivered to Company's Delivery Point(s) that has executed a FTS Agreement with the Company.

21. SHIPPER'S DESIGNEE

A Company-authorized agent of Shipper.

22. TRANSPORTER

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

Other definitions, technical terms and expressions used in these Rules and Regulations and not herein defined are to be given the meaning usually accepted in the industry.

Words used in this tariff that indicate a singular number shall include the plural in each case and vice versa and words that import a person shall include legal entities, firms and corporations.

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RULES AND REGULATIONS

A. REGULATORY AUTHORITY

1. Natural Gas Transmission Pipeline Siting Act (the "Siting Act")

Any Company pipeline, which lies within Florida, crosses a county line, and is 15 miles in length or longer, is subject to the requirements of the Siting Act (Chapter 62-807, Florida Statutes).

2. Natural Gas Transmission Pipeline Intrastate Regulatory Act (the "Regulatory Act")

The rates and charges for Firm Transportation Service to customers shall comply with Section 368.105 (3) of the Regulatory Act, which, in part, states as follows:

"Rates charged or offered to be charged by any natural gas transmission company for transactions with other natural gas transmission companies, transportation customers, and industrial, power plant, and other similar large-volume contract customers, but excluding direct sales-for-resale to gas distribution utilities at city gates, unless suspended and modified pursuant to this subsection, are deemed to be just and reasonable and approved by the commission, if both the natural gas transmission company and the customer file an affidavit with the commission affirming that:

- (a) Neither the natural gas transmission company nor the customer had an unfair advantage during the negotiations;
- (b) The rates are substantially the same as rates between the natural gas transmission company and two or more of those customers under the same or similar conditions of service; or
- (c) Competition does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy."

3. Pipeline Projects Not Requiring Prior Commission Approval

Interconnection of Company pipeline facilities, which are exempt from the Siting Act, with a FERC regulated interstate pipeline or Commission regulated intrastate pipeline to provide transportation service to industrial, electric generation, or other large volume customers is authorized without prior Commission approval if:

- a. Proposed industrial or electric generation customer is not currently receiving Gas service from another entity and the location of proposed customer's facilities is greater than one mile in distance from existing gas facilities operated by an investor-owned gas utility, a gas municipality, or gas district. "Existing gas facilities" is defined as a City Gate Station or gas main actively providing service or substantially under construction at the date of the execution of a FTS Agreement with the customer; or

RULES AND REGULATIONS (Continued)

- b. Proposed facilities are to provide transportation service to a non-affiliated local distribution company (“LDC”).
- 4. Pipeline Projects Requiring Prior Commission Approval
The following Company pipeline projects shall require Commission approval prior to construction:
 - a. Interconnection of Company facilities to an LDC for the purpose of providing downstream service to customer(s);
 - b. Interconnection of Company facilities to provide service from one LDC to another LDC;
 - c. Use of Company facilities to provide service to existing LDC customers or new customers within the one-mile boundary identified in Section A.3.a.; and,
 - d. Any other projects not specifically described in Section A.3.
- B. SHIPPER SERVICES
 - 1. Firm Transportation Service (FTS)
Firm Transportation Service provided to a Shipper in accordance with a Firm Transportation Service Agreement, the Regulatory Act and the Rules and Regulations set forth in this tariff.
 - 2. Administrative Services
Company shall provide to Shipper(s) receiving Firm Transportation Service, the following administrative service: 1) receipt and administration of scheduled Gas quantities for Shipper(s) account; 2) compilation of measured Gas quantities at the Point(s) of Delivery; 3) resolution of monthly imbalances with Transporter (difference between scheduled Gas quantities for all Shippers and measured Gas quantities at the Delivery Point(s)), using approved book-out and/or cash-out processes of Transporter; 4) resolution of monthly imbalances with Shipper(s) (difference between scheduled Gas quantities and measured Gas quantities at the Point(s) of Delivery), in accordance with this tariff; 5) administration of the OBA account, in accordance with this tariff; 6) administration of Transporter operational control notices and/or orders, including financial transactions, if any, in accordance with this tariff; and 7) other services as Company may determine necessary to administer Gas deliveries by Shipper(s). Company may contract with a third party to act as its agent for any or all of the above listed services.

RULES AND REGULATIONS (Continued)

C. REQUEST FOR SERVICE

1. Firm Transportation Service Application

All parties seeking new service or a change to existing service from Company (the "Requesting Party") shall submit a completed Firm Transportation Service (FTS) Application (see Sheet No. 26). In the event Company determines that Requesting Party's FTS Service Application is not satisfactorily completed, Company shall promptly notify Requesting Party of the deficiencies and the additional information or changes required to complete the FTS Service Application. Requesting Party shall have ten (10) calendar days to correct the deficiencies for evaluation by Company. If Requesting Party's FTS Service Application, as supplemented, remains deficient, then Requesting Party's application shall be deemed void.

2. Establishment of Credit

- a. All Shippers shall establish credit prior to commencing deliveries of Gas hereunder, and shall maintain such credit during the term hereof, by one of the following methods:
- i. Payment of a cash deposit with Company in an amount equal to the MDTQ times \$50;
 - ii. Furnishing an irrevocable letter of credit from a bank in an amount equal to the MDTQ times \$50;
 - iii. 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,
 - iv. Providing an acceptable corporate guarantee in an amount equal to the MDTQ times \$50.
- b. If at any time Shipper's credit or ability to perform under its FTS Agreement(s) does not meet or exceed the criteria in Section C.2.a., Company may, upon ten (10) calendar days' written notice to Shipper, suspend performance of service pending assurance of payments in accordance with Section C.2.a.

3. Firm Transportation Service Agreement

If Requesting Party's FTS Service Application is accepted, Company shall tender a Firm Transportation Service (FTS) Agreement to Requesting Party. The FTS Agreement shall be executed by Company and Requesting Party before such requested service is initiated. In the event the FTS Agreement is not executed by Requesting Party and returned within thirty (30) calendar days after Company tendered the FTS Agreement, Company shall consider the request for service invalid and the FTS Agreement shall be deemed void.

RULES AND REGULATIONS (Continued)

D. TERMINATION OF SHIPPER STATUS

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

1. Shipper fails to comply with the Rules and Regulations of this tariff and the FTS Agreement;
2. Shipper voluntarily suspends the transaction of business where there is an attachment, execution or other judicial seizure of any portion of their respective assets;
3. Shipper becomes insolvent or unable to pay its debts as they mature or makes an assignment for the benefit of creditors;
4. Shipper 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. Shipper 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. Shipper engages in any unlawful activities.

E. OBLIGATION TO SERVE

Company shall provide service, subject to available Company pipeline capacity and without impairment of Company's ability to meet its existing service obligations to all other Shippers, on a basis that is not unreasonably preferential, prejudicial, or unduly discriminatory. If Company determines that capacity is not available to satisfy a request for service, then Company shall so notify Requesting Party in writing within ten (10) calendar days of such determination. If the request for service requires Company to construct pipeline facilities, said request shall also be subject to the provisions of Section F of these Rules and Regulations. In no circumstances whatsoever shall Company be required to provide transportation service to any customer at rates that are not just and reasonable. In addition, Company shall have no obligation to provide sales service to any customer.

F. COMPANY FACILITIES

1. Company Ownership

Company shall construct, own, operate and maintain all intrastate pipeline facilities necessary to provide service to Shipper's that have: a) executed an FTS Agreement with Company; and, b) executed for filing with the Commission an affidavit in accordance with the Regulatory Act.

2. Service Interruption Rights

Company shall have the right to perform maintenance on the pipeline facilities in accordance with standard industry practices and in compliance with applicable regulatory rules. Company may interrupt service to Shipper(s) in order to perform maintenance and shall provide, when feasible, three (3) Business Days notice to Shipper prior to commencement of maintenance work. Company may

RULES AND REGULATIONS (Continued)

interrupt service to Shipper(s) without three (3) Business Days notice when standard industry practices and/or regulatory required maintenance activities must be performed within the three (3) Business Days notice period. Company shall have the right to interrupt service in an emergency situation immediately and without notice to Shipper.

G. METERING

1. Use of Meters and Measuring Equipment

- a. 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 received by Shipper.
- b. Shipper, upon thirty (30) days notice to Company, may install, maintain and operate at Shipper's expense such check measuring equipment on Shipper's facilities as desired, provided that such equipment shall be so installed as not to interfere with the safe and efficient operation of Company's equipment.
- 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 Shipper served, or of the 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 pipeline facilities. Unauthorized connections to, or tampering with, the Company's meter or metering equipment, or indications or evidence thereof, subjects Shipper to immediate discontinuance of service, prosecution under the laws of the State of Florida, adjustment of prior bills for transportation service furnished, and reimbursement of Company for all expenses incurred on this account.

2. Location of Meters

- a. Shipper 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 and free of excessive temperature variations or potential causes of damage that might affect meter operation or accuracy.
- b. If changes in conditions on Shipper's facilities adversely affect the convenience, accessibility or safety of the meter location, Shipper shall be responsible for the cost of relocating the meter, its appurtenances, and related piping to a location meeting the above requirements.

RULES AND REGULATIONS (Continued)

3. Meter Accuracy at Installation

- a. A new Gas meter shall be within plus or minus one percent (1%) of accuracy to be installed for Company's 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.
- 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.

4. Periodic Meter Tests

Meters installed will be tested periodically at reasonable intervals and in accordance with Commission Rule 25-7.064 FAC.

5. Meter Test by Request

- a. Upon written request of a Shipper, Company shall, without charge, make a test of the accuracy of the meter in use at Shipper's facility; provided, first, that the meter has not been tested by Company or by the Commission within twelve months previous to such request.
- b. Should any Shipper request a meter test more frequently than provided above, Company shall require a deposit to defray the cost of testing in accordance with Commission 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.

6. Meter Test - Referee

- a. In the event of a dispute, upon written application to the Commission by any Shipper, a test of Company's meter at Shipper's facility shall be made or supervised as soon as practicable by a representative of the Commission.
- 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 Commission is present or unless authority to do so is first given in writing by the Commission or by Shipper.
- c. A written report of the results of the test shall be made by the Commission to Shipper.

RULES AND REGULATIONS (Continued)

H. BILLING

1. Rendering of Bills

On or about the first calendar day of the Month, Company shall render its bill to Shipper for the monthly reservation charge for Firm Transportation Service, as specified in the FTS Agreement, for the current month. An imbalance statement for the preceding month shall be rendered prior to or with the invoice for Firm Transportation Service charges.

2. Supporting Data

Company and Shipper shall each provide to the other for examination such pertinent records, including imbalance statements, as shall be reasonably necessary to verify the accuracy of any required statement or computation made in accordance with this tariff or applicable FTS Agreement(s).

3. Backbilling

Company may backbill Shipper for any period of up to twelve (12) months for any undercharge in billing which is the result of Company's error. In such instance, Company shall allow Shipper to pay over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period.

I. PAYMENTS

1. Payment of Bills

Shipper shall pay to Company by wire transfer of immediately available funds on or before the tenth (10th) calendar day of the month Company's bill(s) rendered pursuant to Section H of these Rules and Regulations.

2. Failure to Pay

Should Shipper fail to pay the entire amount of any bill as herein provided when such amount is due, Shipper shall pay a charge for late payment which shall be included by Company on the next regular monthly bill rendered to Shipper under Section H of these Rules and Regulations. The balance of all past due charges for services rendered are subject to a late payment charge of 1.5% or \$5.00, whichever is greater, except for accounts of federal, state, and local governmental entities, agencies and instrumentalities shall be at a rate no greater than allowed, and in a manner permitted by applicable law. If such failure to pay continues for thirty (30) calendar days after payment is due, Company, in addition to any other remedy it may have under the applicable FTS Agreement(s), may suspend further delivery of Gas until such amount is paid, inclusive of interest charges. Provided, however, that if Shipper, in good faith shall dispute the amount of any such bill or part thereof in writing, including documentation identifying the basis of dispute, and shall pay to Company such amounts as it concedes to be correct at any time thereafter within thirty (30) calendar days of a demand made by Company, and

RULES AND REGULATIONS (Continued)

Shipper furnishes good and sufficient surety bond guaranteeing payment to Company of the amount ultimately found due upon such bill after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Company shall not suspend further delivery of Gas unless and until default be made in the conditions of such bond. If Shipper furnishes good and sufficient surety bond and amounts are ultimately not due to Company, then Company shall bear unrecovered surety bond costs incurred by Shipper.

3. Adjustment of Overpayment or Underpayment

If within twelve (12) months of the date of payment it shall be found that Shipper has been over-charged or under-charged in any form whatsoever under the provisions hereof, and Shipper shall have actually paid the bill(s) containing such over- or under-charges, then within sixty (60) calendar days after the final determination thereof, Company shall either refund the amount of any such over-charge, or invoice the amount of any such under-charge, with interest thereon from the time such over- or under-charge occurred to the date of refund or invoicing. Interest shall be computed as described in Section I.2. herein.

J. GAS QUALITY

The quality of Gas delivered by Shipper to the Company shall meet the same specifications as the FERC-approved or Commission-approved tariff requirements of the Transporter interconnected with Company.

K. WARRANTY, CONTROL AND INDEMNIFICATION

1. Warranty

Shipper shall warrant that it will have good and merchantable title to, or that it has good right to deliver, all Gas delivered by Transporter to Company for Shipper's account at the 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 Shipper breaches its warranty herein, Company shall not be required to perform its obligations to transport and deliver said Gas to Shipper or, subject to receipt of any necessary regulatory authorization, to continue service hereunder for Shipper until such claim has been finally determined; provided, however, that Shipper may receive service if (i) in the case of an adverse claim, Shipper 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, Shipper promptly furnishes evidence, satisfactory to Company, of Shipper's title to said Gas.

2. Control and Possession

Shipper shall be deemed to be in control and possession of Gas prior to delivery to the Delivery Point(s) and after delivery by Company at the Point(s) of Delivery; and Company shall be deemed to be in control and possession of the

RULES AND REGULATIONS (Continued)

Gas to be transported by it upon delivery of such Gas by Transporter to Company at the Delivery Point(s), and until it shall have been delivered to Shipper at the 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

Shipper shall waive and release Company from any claims for any and all damages, costs, losses or expenses resulting from or arising out of interruption or curtailment of service, whether caused by capacity constraints on Company's system; provided, however, that the foregoing shall not result in the waiver or release of a claim against Company for Company's negligence, bad faith, fault or willful misconduct. Further, Shipper shall indemnify and hold Company harmless from any and all suits, actions, debts, accounts, damages, costs, losses and/or expenses brought by or accruing to or for the benefit of the end-users downstream of a Point(s) of Delivery, where Shipper controls and operates the facilities downstream of such Point(s) of Delivery or where Shipper has arranged for the transportation and delivery of Gas on behalf of such end-user, resulting from or arising out of interruption or curtailment of service, whether caused by capacity constraints on Company's system; provided, however, that the foregoing shall not require Shipper to indemnify and hold Company harmless from a claim against Company for Company's negligence, bad faith, fault or willful misconduct. Nothing in this section shall prevent a Shipper from asserting a claim against another Shipper; in the event of such a claim between Shippers, Company shall make available such information in its possession relevant to such claim.

L. QUANTITY

1. Maximum Daily Transportation Quantity (MDTQ)

Shippers executing an FTS Agreement shall reserve and receive access to, on a firm basis, a quantity of pipeline capacity on Company's facilities equal to Shipper's MDTQ, subject to the provisions of this tariff and the FTS Agreement. Company shall have no obligation to receive at the Delivery Point(s) or deliver at the Point(s) of Delivery a quantity of Gas which exceeds Shipper's MDTQ during any Gas Day.

2. Maximum Hourly Transportation Percentage (MHTP)

Company shall not be required to deliver to Shipper, at the Point(s) of Delivery, a quantity of Gas, in any one hour period, greater than the MHTP as agreed to in the FTS Agreement.

RULES AND REGULATIONS (Continued)

3. Unauthorized Use

If, on any Day, Company measures, at Shipper's Point(s) of Delivery, Gas quantities in excess of the established MDTQ, such unauthorized use of Gas shall be resolved in accordance with the FTS Agreement.

4. Capacity Release Rights

Unless specifically authorized by Company, Shipper shall not release, remarket or assign to a third party, except for authorized Shipper Designees, any portion of Shipper's capacity rights on Company's pipeline facilities.

5. Capacity Recall Rights

Company shall not have any Shipper's capacity recall rights on Company's pipeline facilities.

M. NOMINATIONS

Each Shipper or Shipper Designee shall promptly submit to Company all Nomination information submitted to Transporter(s). In addition, Shipper or Shipper Designee shall provide Company with the Point(s) of Delivery for all Nomination quantities.

N. MONTHLY BALANCING

The balancing of the total quantity of Gas scheduled for Shipper(s), at the Delivery Point(s) and the total quantity of Gas measured at the Point(s) of Delivery for Shipper(s) shall be done on a monthly basis. The Company and Shipper(s) shall resolve all monthly imbalance quantities at the end of each Gas Month, as follows:

1. If the monthly imbalance quantity is positive (aggregated scheduled quantities of Shipper's Gas is greater than aggregated measured quantities of Shipper's Gas at the Point(s) of Delivery), the Company shall purchase from Shipper 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 *Platts Gas Daily*, for the Gas Month in which the positive monthly imbalance quantity was incurred, multiplied by the applicable factor set forth below:

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	0.90
Greater than 20%	0.80

and subtracting: (ii) the monthly per Dekatherm charge billed to Company from delivery point operator ("DPO") agent (if any), as such DPO agent charges are specifically approved by the Commission. This charge is calculated by dividing

RULES AND REGULATIONS (Continued)

the billed DPO charges by the sum of the absolute value of all Shippers positive monthly imbalance quantities and all Shippers negative monthly imbalances quantities.

The total amount due Shipper shall be the product of the Unit Price and the positive monthly imbalance.

2. If the monthly imbalance quantity is negative (aggregated scheduled quantities of Shipper's Gas is less than aggregated measured quantities of Shipper's Gas at the Point(s) of Delivery), the Company shall sell to Shipper such monthly imbalance quantity at a price per therm (the "Unit Price") calculated by taking the sum of (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 Gas Month in which the negative monthly imbalance quantity was incurred, multiplied by the applicable factor set forth below:

<u>Imbalance Level</u>	<u>Factor</u>
0% to 5%	1.00
Greater than 5% to 20%	1.10
Greater than 20%	1.20

and (ii) the Gulfstream Natural Gas System capacity rate per Dekatherm for 6% maximum hourly flow tariff rate (as it may change from time to time) plus the Florida Gas Transmission FTS-1 usage rate per Dekatherm (inclusive of all applicable surcharges), and (iii) the monthly per Dekatherm charge billed to Company from DPO agent (if any), as such DPO agent charges are specifically approved by the Commission. This charge is calculated by dividing the billed DPO charges by the sum of the absolute value of all Shippers positive monthly imbalance quantities and all Shippers negative monthly imbalances quantities.

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

O. OPERATIONAL CONTROLS

1. Transporter Notices

All Shippers and Shipper's Designees shall take all necessary actions to ensure that Transporter provides Transporter operational control notices directly to Shipper or Shipper's Designee. Company shall have no obligation to provide Transporter operational control notices to Shippers or Shipper's Designees.

RULES AND REGULATIONS (Continued)

2. Shipper Obligations
Shipper or Shipper's Designee shall be responsible for complying with all applicable Transporter's operational control notices and/or orders.
3. Operational Flow Order (OFO) or Equivalent Control
If Company as the DPO (or Company's agent acting in such capacity under contract with Company), incurs OFO penalties from Transporter, Company shall identify all Shippers that exceeded the OFO tolerances. Company shall charge the responsible Shipper(s), at Transporter's OFO rate, for all Shipper measured quantities that deviate from scheduled quantities. After all OFO charges are applied to the responsible Shipper(s), if any OFO charges remain, such charges shall be applied to the Operating Balancing Account ("OBA") and disposed of in accordance with Section P. of these Rules and Regulations.
4. Alert Day or Equivalent Control
If Company as the DPO (or Company's agent acting in such capacity under contract with Company), incurs Alert Day charges from Transporter, Company shall identify all Shippers that exceeded the Alert Day tolerances. Company shall charge the responsible Shipper(s), at Transporter's Alert Day rate, for all Shipper measured quantities that deviate from scheduled quantities. After all Alert Day charges are applied to the responsible Shipper(s), if any Alert Day charges remain, such charges shall be applied to the OBA and disposed of in accordance with Section P. of these Rules and Regulations.
5. Other Operational Balancing Controls
If Company as the DPO (or Company's agent acting in such capacity under contract with Company), incurs operational balancing tool charges from Transporter, Company shall identify all Shippers that exceeded the operational balancing control tolerances. Company shall charge the responsible Shipper(s), at Transporter's operational balancing control rate, for all Shipper measured quantities that deviate from scheduled quantities. After all operational balancing control charges are applied to responsible Shipper(s), if any operational balancing control charges remain, such charges shall be applied to the OBA and disposed of in accordance with Section P. of these Rules and Regulations.
6. Operational Control Charges
All charges collected by the Company under Section O. shall be applied to the OBA. Company shall not, under any circumstances, retain any of the charges collected from Shippers resulting from the application of the operational controls.

RULES AND REGULATIONS (Continued)

P. OPERATIONAL BALANCING ACCOUNT

1. Authorization for Recovery or Refund

Company shall be authorized to recover or refund any and all charges or credits related to the provision of this service. Company shall not profit from nor absorb any loss, under any circumstances, resulting from the administration of the OBA.

2. 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:

- a. Charges or credits associated with balancing, on a monthly basis, the measured Gas quantities and scheduled Gas quantities at the Delivery Point(s).
- b. Charges or credits associated with the Monthly Balancing provisions defined in Section N.
- c. Charges or credits associated with the Operational Controls provisions defined in Section O.

3. Disposition of OBA Balance

The Company shall, on a frequency of at least each calendar quarter, dispose of any OBA balance with Shippers, within 45 days of the end of each OBA disposition period. Each Shipper's refund or charge shall be calculated by taking the quantity of Gas scheduled by each Shipper and dividing it by the total quantity of Gas scheduled by all Shippers for each OBA disposition period.

Q. FORCE MAJEURE

1. In the event either Company or Shipper is unable wholly or in part by Force Majeure to carry out its obligations under this tariff 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, 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

RULES AND REGULATIONS (Continued)

- 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, rights 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.

R. MUTUALLY BENEFICIAL TRANSACTIONS

Shipper recognizes that Company maintains the operation and integrity of Company's pipeline system on a daily basis. Shipper also recognizes that as DPO for the interstate pipeline interconnects, Company or its agent is subject to the rules and regulations of the Transporters with regard to operational flow rates, pressures and penalties. As such, Company may desire Shipper to vary its daily delivery from its scheduled quantities. On those occasions, Company may request, at its sole discretion, and Shipper may agree to, a change to Shipper's scheduled Gas quantities. 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 (2) Business Days after the transaction.

INDEX OF STANDARD FORMS

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*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE APPLICATION*

1. General information:

- (a) Any party seeking new service or a change to existing service from Peninsula Pipeline Company, Inc. ("Company") shall complete a Firm Transportation Service (FTS) Application pursuant to the Rules and Regulations of Company's tariff. Such party shall be known as the "Requesting Party".

- (b) Completed FTS Applications shall be forwarded to:
Director of Customer Services
Peninsula Pipeline Company, Inc.
P.O. Box 960
Winter Haven, Florida 33882

2. Information to be provided by the Requesting Party:

(a) Requesting Party's Identification:

Legal Name: _____
Address: Street: _____
P.O. Box: _____
City: _____
State: _____
Zip Code: _____

Type of Legal Entity: _____

State of Incorporation: _____

Requesting Party is (Check One):

- Local Distribution Company
- Industrial Customer
- Electric Generator
- Other (specify): _____

*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE APPLICATION (Continued)*

(b) If Requesting Party is acting as agent in arranging this service, specify below each principal (complete legal name, type of legal entity and state of incorporation) and its respective type of company. Requesting Party must supply agency agreements for each principal.

(c) Name and full title of individual who is authorized to execute an FTS Agreement with Company on behalf of Requesting Party:

Name: _____
Title: _____

(d) Contact person for this Request:

Name: _____
Address: Street: _____
 P.O. Box: _____
 City: _____
 State: _____
 Zip Code: _____
 Telephone Number: _____
 Facsimile Number: _____

(e) The Firm Service Transportation Quantity, in Dekatherms, requested is:

Maximum Daily Transportation Quantity (MDTQ) _____

Maximum Hourly Transportation Percentage (MHTP) _____ %

PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE APPLICATION (Continued)

(f) Term of Service:

Date service is proposed to commence: _____

Date service is proposed to terminate: _____

(g) Credit Evaluation:

Requesting Party shall provide information regarding its credit rating for one or more of the following:

Standard & Poor's Long Term Debt Rating
Moody's
Comparable Nationally Recognized Rating Organization

3. Requesting Party understands that this FTS Application, complete and unrevised as to format, plus any supplemental information requested by Company, must be received by Company before the request for service will be accepted and processed. Requesting Party further understands that Company is an intrastate pipeline subject to the Regulations of the Florida Public Service Commission. Requesting Party, by its signature, represents to Company that all of the information provided in this FTS Application is correct and accurate.

Signature of Requesting Party: _____

Typed or Printed Name of Requesting Party: _____

Title of Requesting Party: _____

PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Peninsula Pipeline Company, Inc., a corporation of the State of Delaware (herein called "Company"), and _____, a corporation of the State of _____ (herein called "Shipper").

WITNESSETH

WHEREAS, Shipper desires to obtain Firm Transportation Service from Company and Company is willing to provide Firm Transportation Service for Shipper; and

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

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

ARTICLE I
DEFINITIONS

Unless otherwise defined in this Agreement, all definitions for terms used herein have the same meaning as provided in Company's tariff.

ARTICLE II
QUANTITY; UNAUTHORIZED USE

2.1 The Maximum Daily Transportation Quantity ("MDTQ") and the Maximum Hourly Transportation Percentage ("MHTP") shall be set forth on Exhibit A attached hereto. The applicable MDTQ shall be the largest daily quantity of Gas, expressed in Dekatherms, which Company is obligated to transport on a firm basis and make available for delivery for the account of Shipper under this FTS Agreement on any one Gas Day.

2.2 If, on any Day, Shipper utilizes transportation quantities, as measured at the Point(s) of Delivery, in excess of the established MDTQ, as shown on Exhibit A, such unauthorized use of transportation quantities (per Dekatherm) shall be billed at a rate of 2.0 times the rate to be charged for each Dekatherm of the MDTQ as set forth on Exhibit A of this Agreement.

PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)

ARTICLE III
FIRM TRANSPORTATION SERVICE RESERVATION CHARGE

3.1 The monthly reservation charge for Firm Transportation Service provided under this Agreement shall be equal to the MDTQ for the respective month multiplied by the number of days in each respective month multiplied by the rate per Dekatherm set forth on Exhibit A of this Agreement.

3.2 The parties agree to execute and administratively file with the Commission an affidavit, in the form provided in this tariff, to comply with the provisions of the Regulatory Act.

3.3 If, during the term of this Agreement, the Federal Government, or any State, municipality or subdivision of such Government, should increase or decrease any present tax or levy any additional or eliminate any existing tax, relating to the service provided by Company under this Agreement, such change shall be implemented immediately upon the effective date of such change.

ARTICLE IV
TERM AND TERMINATION

4.1 Subject to all other provisions, conditions, and limitations hereof, this Agreement shall be effective upon its date of execution by both parties and shall continue in full force and effect for an initial period of ____ years from the in-service date. Thereafter, the Agreement shall be extended on a _____ basis unless terminated by either party, with at least _____ day's written notice to the other party prior to the termination date.

4.2 Any portion of this Agreement necessary to resolve monthly balancing and operational controls under this Agreement, pursuant to the Rules and Regulations of Company's tariff, shall survive the other parts of this Agreement until such time as such monthly balancing and operational controls have been resolved.

4.3 In the event Shipper fails to pay for the service provided under this Agreement or otherwise fails to meet Company's standards for creditworthiness, otherwise violates the Rules and Regulations of Company's tariff, or defaults on this Agreement, Company shall have the right to terminate this Agreement pursuant to the conditions set forth in Section D of the Rules and Regulations of Company's tariff.

PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)

ARTICLE V
COMPANY'S TARIFF PROVISIONS

5.1 Company's tariff approved by the Commission, including any amendments thereto approved by the Commission during the term of this Agreement, is hereby incorporated into this Agreement and made a part hereof for all purposes. In the event of any conflict between Company's tariff and the specific provisions of this Agreement, the latter shall prevail, in the absence of a Commission Order to the contrary.

ARTICLE VI
REGULATORY AUTHORIZATIONS AND APPROVALS

6.1 Company's obligation to provide service is conditioned upon receipt and acceptance of any necessary regulatory authorization to provide Firm Transportation Service for Shipper in accordance with the Rules and Regulations of Company's tariff.

ARTICLE VII
DELIVERY POINT(S) AND POINT(S) OF DELIVERY

7.1 The Delivery Point(s) for all Gas delivered for the account of Shipper into Company's pipeline system under this Agreement, shall be as set forth on Exhibit A attached hereto.

7.2 The Point(s) of Delivery shall be as set forth on Exhibit A attached hereto.

7.3 Shipper shall cause Transporter to deliver to Company at the Delivery Point(s) on the Transporter's system, the quantities of Gas to be transported by Company hereunder. Company shall have no obligation for transportation of Shipper's Gas prior to receipt of such Gas from the Transporter at the Delivery Point(s). Company shall deliver such quantities of Gas received from the Transporter at the Delivery Point(s) for Shipper's account to Company's Point(s) of Delivery identified on Exhibit A.

ARTICLE VIII
SCHEDULING AND BALANCING

8.1 Shipper shall be responsible for nominating quantities of Gas to be delivered by the Transporter to the Delivery Point(s) and delivered by Company to the Point(s) of Delivery. Shipper shall promptly provide notice to Company of all such nominations. Imbalances between quantities (i) scheduled at the Delivery Point(s) and the Point(s) of Delivery, and (ii) actually delivered by the Transporter and/or Company

*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)*

hereunder, shall be resolved in accordance with the applicable provisions of Company's tariff, as such provisions, and any amendments to such provisions, are approved by the Commission.

8.2 The parties hereto recognize the desirability of maintaining a uniform rate of flow of Gas to Shipper's facilities over each Gas Day throughout each Gas Month. Therefore, Company agrees to receive from the Transporter for Shipper's account at the Delivery Point(s) and deliver to the Point(s) of Delivery up to the MDTQ as described in Exhibit A, subject to any restrictions imposed by the Transporter and to the provisions of Article IX of this Agreement, and Shipper agrees to use reasonable efforts to regulate its deliveries from Company's pipeline system at a daily rate of flow not to exceed the applicable MDTQ for the Month in question, subject to any additional restrictions imposed by the Transporter or by Company pursuant to Company's tariff provisions.

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

9.1 Notices and Other Communications. Any notice, request, demand, statement or payment provided for in this Agreement, unless otherwise specified, shall be sent to the parties hereto at the following addresses:

Company: Peninsula Pipeline Company, Inc.
Post Office Box 960
Winter Haven, Florida 33882
Attention: Customer Services

Shipper: _____

9.2 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.

9.3 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

*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)*

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.

9.4 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 9.1 shall not be deemed nor require an amendment of this Agreement provided such change is communicated in accordance with Section 9.1 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 that are or may be necessary to comply with the requirements of, or are otherwise approved by, the Commission or its successor agency or authority.

9.5 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 in good faith an equitable adjustment in the provisions of this Agreement.

9.6 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, unless otherwise specifically identified as such in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

9.7 Attorneys' 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 attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies and appeals.

9.8 Independent Parties. Company and Shipper shall perform hereunder as independent parties. Neither Company nor Shipper is 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

*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)*

duty, standard of care or liability with respect to any third person.

9.9 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. Upon such assignment or transfer, as well as 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 the assumption of duties and obligations.

9.10 Governmental Authorizations; 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 and the transportation of Gas hereunder. Company and Shipper shall comply at all times with all applicable federal, state, municipal, and other laws, ordinances and regulations. Company and/or Shipper will 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. Each party shall proceed with diligence to file any necessary applications with any governmental authorities for any authorizations necessary to carry out its obligations under this Agreement. In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any applicable 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 Agreement be construed to require either party to waive its respective rights to assert the lack of jurisdiction of any governmental agency other than the Commission, over this Agreement or any part thereof. In the event of such contestation, and unless otherwise prohibited from doing so under this Section 9.10, Company shall continue to transport and Shipper shall continue to take Gas pursuant to the terms of this Agreement. 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 under the Agreement is precluded.

9.11 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. The venue for any action, at law or in equity, commenced by either party against the other and arising out of or in connection with this Agreement shall be in a court of the State of Florida having jurisdiction.

*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)*

9.12 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 hereto have caused this Agreement to be executed by their duly authorized officers or representatives effective as of the date first written above.

COMPANY
Peninsula Pipeline Company, Inc.
By: _____
Title: _____

SHIPPER

By: _____
Title: _____

(To be attested by the corporate secretary if not signed by an officer of the company)

Attested By: _____
Title: _____
Date: _____

Attested By: _____
Title: _____
Date: _____

*PENINSULA PIPELINE COMPANY, INC.
FIRM TRANSPORTATION SERVICE AGREEMENT (Continued)*

EXHIBIT A
TO
FIRM TRANSPORTATION SERVICE AGREEMENT
BETWEEN
PENINSULA PIPELINE COMPANY, INC.

AND

DATED
_____, _____

<u>Description of Delivery Point(s)</u>	<u>Description of Point(s) of Delivery</u>	<u>MDTQ, in Dekatherms, excluding Fuel Retention</u>
---	--	--

Total MDTQ (Dekatherms): _____

MHTP: _____%

Fuel Retention Percentage: _____%

Reservation Charge per Dekatherm: \$_____ / Dekatherm

PENINSULA PIPELINE COMPANY, INC.
COMPANY AFFIDAVIT

COMPANY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared Stephen C. Thompson, President of Peninsula Pipeline Company, Inc. ("PPC") who, being by me first duly sworn, says:

1. That he is the President of PPC, an intrastate natural gas transmission company, and duly authorized to present this Affidavit to the Florida Public Service Commission pursuant to Section 368.105, Florida Statutes.
2. That he has knowledge of the certain Firm Transportation Service (FTS) Agreement between PPC ("Natural Gas Transmission Company"), and _____ (Customer), and that:
 - a. Neither the Natural Gas Transmission Company nor the Customer had an unfair advantage during the negotiations culminating in said FTS Agreement, and
 - b. That competition to the offerings of the Natural Gas Transmission Company does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy at the time that the FTS Agreement referred to herein was entered into by the Natural Gas Transmission Company and the Customer.

DONE AND EXECUTED this ___ day of _____, 20__.

Stephen C. Thompson
President

*PENINSULA PIPELINE COMPANY, INC.
COMPANY AFFIDAVIT (Continued)*

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared Stephen C. Thompson, President of Peninsula Pipeline Company, Inc., to me known to be the person who executed this Affidavit of his own free act and deed.

WITNESS my hand and official seal the ____ day of _____, 20__.

(SEAL)

NOTARY PUBLIC
My Commission Expires:

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

PENINSULA PIPELINE COMPANY, INC.
CUSTOMER AFFIDAVIT

CUSTOMER AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared _____, on behalf of _____ (“Customer”) who, being by me first duly sworn, says:

1. That s/he is an authorized representative of the Customer and is further authorized to present this Affidavit to the Florida Public Service Commission pursuant to Section 368.105, Florida Statutes.

3. That s/he has knowledge of the certain Firm Transportation Service (FTS) Agreement between Peninsula Pipeline Company, Inc. (“Natural Gas Transmission Company”), an intrastate natural gas transmission company, and Customer, and that:
 - a. Neither the Natural Gas Transmission Company nor the Customer had an unfair advantage during the negotiations culminating in said FTS Agreement, and
 - b. That competition to the offerings of the Natural Gas Transmission Company does or did exist either with another natural gas transmission company, another supplier of natural gas, or with a supplier of an alternative form of energy at the time that the FTS Agreement referred to herein was entered into by the Natural Gas Transmission Company and the Customer.

DONE AND EXECUTED this ___ day of _____, 20__.

(Name)
(Title)

*PENINSULA PIPELINE COMPANY, INC.
CUSTOMER AFFIDAVIT (Continued)*

STATE OF FLORIDA

COUNTY OF _____

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared _____, the representative of _____, to me known to be the person who executed this Affidavit of his own free act and deed.

WITNESS my hand and official seal the ____ day of _____, 20__.

(SEAL)

NOTARY PUBLIC
My Commission Expires:

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

*PENINSULA PIPELINE COMPANY, INC.
SHIPPER DESIGNEE FORM*

Peninsula Pipeline Company, Inc.

SHIPPER DESIGNEE FORM

_____ (“Shipper”) hereby notifies Peninsula Pipeline Company, Inc. (“PPC”) that _____ (“Designee”) as its agent to perform the following identified (*i.e.*, marked with an “X”) obligations of Shipper as provided by the PPC tariff and the applicable Firm Transportation Service (“FTS”) Agreement:

<input type="checkbox"/>	Invoicing/Payment	<input type="checkbox"/>	Monthly Imbalance Resolution
<input type="checkbox"/>	Nominations	<input type="checkbox"/>	Operational Control Order Responsibility

Shipper, Designee and PPC 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 Gas Day commencing on _____.
2. Communications by PPC to Designee shall be deemed to be notice to Shipper. PPC 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 the PPC 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 PPC (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 PPC as provided by PPC’s tariff and/or the FTS Agreement. Shipper shall indemnify, hold harmless and defend PPC from and against any and all acts or omissions of Designee.

*PENINSULA PIPELINE COMPANY, INC.
SHIPPER DESIGNEE FORM (Continued)*

SHIPPER INFORMATION <i>(Full Company Legal Name)</i>	DESIGNEE INFORMATION <i>(Full Company Legal Name)</i>
SHIPPER:	DESIGNEE:
DUNS NO:	DUNS NO:
MAILING ADDRESS:	MAILING ADDRESS:
CITY:	CITY:
STATE AND ZIP CODE:	STATE AND ZIP CODE:
CONTACT PERSON:	CONTACT PERSON:
TELEPHONE:	TELEPHONE:
FAX:	FAX:
E-MAIL:	E-MAIL:

For Shipper:

For Designee:

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____

Accepted for PPC by: _____

Date: _____