

FLORIDA PUBLIC UTILITIES COMPANY
POOL MANAGER AGREEMENT

THIS AGREEMENT executed by and between FLORIDA PUBLIC UTILITIES COMPANY ("Company") and the undersigned prospective Pool Manager ("Undersigned").

WITNESSETH:

WHEREAS, the Undersigned desires to operate as a Pool Manager on Company's distribution system as such terms are defined in the Company's F.P.S.C. Gas Tariff; and

WHEREAS, the Company's F.P.S.C. Gas Tariff requires, among other things, that the Undersigned execute this agreement to the Company;

NOW THEREFORE, in order to induce the Company to permit the Undersigned to operate as a Pool Manager on its distribution system and for other good and valuable consideration, the Undersigned hereby agrees with the Company as follows:

1. Pool Manager agrees to comply with and be subject to all of the provisions of the Company's F.P.S.C. Gas Tariff relating to Pool Manager.

2. Notices or communications to the Undersigned may be given to:

Mailing Address: _____

Attention: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

IN WITNESS WHEREOF, the Undersigned has executed this Agreement as of the ____ day of _____, in the year of _____.

Full Name of Prospective Pool Manager

By: _____

Title: _____

ACCEPTED by Florida Public Utilities Company on ____ of _____, _____

By: _____

Title: _____

Pool Manager Account Number assigned by Florida Public Utilities Company

RATE SCHEDULE PM
POOL MANAGER SERVICE

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 F.P.S.C. 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

Pool Manager shall provide documentation of Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT. Documentation may include a letter from FGT stating Pool Manager's ability to hold FTS-1 and FTS-2 capacity on FGT or a copy of Pool Manager's FTS-1 Service Agreement and FTS-2 Service Agreement with FGT. 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 FGT for capacity relinquished as defined below, Company upon receiving notification from FGT 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 FGT to sell natural gas on Company's distribution system.

Capacity Relinquishment

Pool Manager will be required to accept a Capacity Relinquishment as defined in Capacity Relinquishment and Recall section of the transportation service rate schedules (Rate GSTS, LVTS, and ITS). Failure to accept Capacity Relinquishment by Pool Manager may result in curtailment of service to Customers being served by 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 Citygate(s). Pool Manager shall diligently and in a timely manner take all actions required under the General Terms and Conditions of FGT's FERC Gas Tariff to effectuate such delivery of natural gas.

(Continued to Sheet No. 33.1)