

SECTION 10



AGREEMENT FOR GAS TRANSPORTATION SERVICE
RATE TS-I or TS-F

Customer Name: _____ Service Address _____

Customer Contact _____

Tax Identification Number _____ Billing Address _____

Account Number _____

Rate for which service is requested: TS-I _____ TS-F _____

The customer named above ("Customer") agrees to purchase gas transportation service from PECO Energy Company (the "Company") for the service address listed above, in accordance with the Company's Gas Service Tariff on file with the Public Utility Commission (Gas PA P.U.C. No. 2) as that tariff may from time-to-time be approved by the Commission, as follows:

FOR

1. TRANSPORTATION CONTRACT QUANTITIES

- (a) The Customer's Transportation Contract Quantities (TCQs) are set forth in Exhibit 1. PECO is not obligated to accept deliveries of gas greater than the TCQs, and the Customer agrees not to tender on any day a quantity of gas in excess of the TCQs.
- (b) PECO has the right to revise the TCQs specified in Exhibit 1. Any such revision shall be based upon the Customer's maximum daily usage during the previous twelve (12) months, and shall not exceed 110% of that usage.
- (c) Customer shall notify PECO of modifications in gas usage requirements by written notice addressed to _____ (ESO Representative) at (215) 841-_____.

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2. TRANSPORTATION COMMODITY CHARGES

PURPOSES ONLY

- (a) The initial commodity charges applicable to each MCF transported are set forth in Exhibit 1.
- (b) In addition to the initial commodity charges specified in Exhibit 1, the Customer agrees to pay any surcharge, fee, penalty or other assessment authorized by the Pennsylvania Public Utility Commission, including those for the recovery of interstate pipeline "transition costs," balancing costs, and taxes.

3. STANDBY SALES SERVICE UNDER RATE TS-F

The Standby Sales Service Contract Quantity under Rate TS-F is set forth in Exhibit 1. If the Customer declines full firm standby sales service, Exhibit 8 must be executed and attached.

4. ALTERNATE FUEL CATEGORY

The Customer certifies that the alternate fuel category, where applicable, stated in Exhibits 1 and 6, is correct. The Customer will submit written notice to PECO of any changes to its operation that alter its alternate fuel category and capability within 30 days of the change. The Customer shall comply with PECO's verification procedures as requested. The Customer agrees to provide PECO, when requested, an updated Exhibit 1.

5. CUSTOMER'S BALANCING OBLIGATIONS

The Customer has responsibility to:

- (a) monitor the daily quantity of transportation gas being delivered by its supplier,
- (b) monitor its daily usage of gas, and
- (c) manage transportation deliveries and its usage, within tolerances specified in the Tariff, such that daily and monthly imbalances shall be kept to as near zero as possible.

FOR

6. TREATMENT OF DEFICIENT DELIVERIES

All deficient deliveries at the end of any month shall be billed as a purchase under the applicable Standby Sales rates, plus penalty if applicable, pursuant to PECO's Tariff, Gas Transportation Service-General Terms and Conditions, Rule 2.5.

7. NOMINATION PROCEDURE

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The Customer will adhere to the Gas Transportation Nomination Procedure attached as Exhibit 2 to this agreement. PECO shall have the right to revise the Gas Transportation Nomination Procedure, and any such revision will be furnished to the Customer at least thirty (30) days prior to its effective date.

8. DESIGNATION OF AGENT OR BUYER GROUP FOR CUSTOMER

PURPOSES ONLY

Designation of an agent, if any, is made in Exhibit 3, if attached. Designation of a buyer group, if any, is made in Exhibit 4, if attached.

9. DELIVERY OF GAS TO THE PECO SYSTEM

The Customer is responsible to make all necessary arrangements for the delivery of gas to PECO's system through the facilities of Texas Eastern Transmission Corporation or Transcontinental Gas Pipe Line Corporation. The Customer bears sole responsibility for all costs incurred to deliver transportation gas to PECO's city gate stations including, but not limited to, balancing or penalty charges. The Customer is responsible for any imbalance; penalty or similar charge assessed PECO, which results from Customer's operations.

The Customer-owned gas transported by Transcontinental shall be delivered to:
Transfer Point #6555 - Transco/PECO interconnections

The Customer-owned gas transported by Texas Eastern shall be delivered to the points listed below, and all such points shall be included in the Texas Eastern transportation contract executed by the Customer or his agent.

- M&R No. 035 Tetco/PECO interconnection, Delaware Co., PA
- M&R No. 036 Tetco/PECO interconnection, Montgomery Co., PA
- M&R No. 1220 Tetco/PECO interconnection, Montgomery Co., PA
- M&R No. 2004 Tetco/PECO interconnection, Chester Co., PA
- M&R No. 2405 Tetco/PECO interconnection, Montgomery Co., PA
- M&R No. 2475 Tetco/PECO interconnection, Montgomery Co., PA

10. TELEMETRY AND TELEPHONE EQUIPMENT

- FOR**
- (a) Customer shall permit PECO to install and operate telemetering equipment to remotely read PECO's meter.
- (b) Customer shall provide and pay for telephone service required for the operation of PECO's equipment and/or the transmittal of data from PECO's meter, as directed by PECO. ~~Customer shall provide telephone for this purpose at least fifteen (15) working days prior to the commencement of service under this agreement.~~
- INFORMATIONAL**
- (c) Service under this contract will not be provided prior to the date on which Customer installs the required telephone service. Customer is responsible to maintain the telephone service in working order at all times
- (d) PECO will read the meter on the last day of the month if a reading is not transmitted. If the PECO technician determines that the phone line is not functioning, Customer will be notified that the phone line must be repaired within thirty (30) days.
- PURPOSES ONLY**
- (e) If more than thirty (30) days elapse and the telephone service is not restored to working order to PECO's satisfaction, then the following steps will be taken:
- (1) If PECO has sufficient capacity in its gas supply system to supply Customer, then Customer's Account will be served as firm service on PECO's Rate GC-General Service-Commercial and Industrial, for a minimum of twelve (12) months.
 - (2) If PECO does not have sufficient capacity in its gas supply system to supply Customer, then PECO will disconnect Customer's facility from the PECO gas supply system for a minimum of twelve (12) months. During any such period of disconnection, Customer will use an alternate fuel to meet its heating and process needs.

11. CITY GATE SALES SERVICE

If Customer will take service pursuant to PECO's Rate CGS – City Gate Sales Service, Exhibit 5 must be completed and attached.

12. EXHIBITS

All Exhibits marked below are incorporated into, and made a part of, this agreement. An exhibit may be added or superseded by agreement of PECO and the customer to be effective on the date shown in the new or superseding exhibit.

- Exhibit 1 - Gas Consumption Capability, Contract Quantities, and Commodity Charges
- Exhibit 2 - Nomination Procedure
- Exhibit 3 - Designation of Agent for Customer
- Exhibit 4 - Transportation Buyer Group
- Exhibit 5 - City Gate Sales Service Agreement
- Exhibit 6 - Alternate Fuel Certification Statement
- Exhibit 8 - Election to Decline Full Firm Standby Sales Service

13. TERM

FOR

The initial term of this agreement shall be one year commencing _____, _____. After the initial term, this agreement shall continue on a month-to-month basis. Either party may cancel this agreement after the initial term, upon at least thirty (30) days notice prior to any monthly renewal date. Any termination of this agreement shall not relieve either party of any obligation incurred prior to the effective date of termination.

14. TERMINATION

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If this agreement is canceled during any renewal term by the Customer, Standby Sales Service demand charges under Rate TS-F shall be due and payable until PECO is able to reduce its purchase obligations or otherwise utilize the released supplies pursuant to PECO's Tariff, Gas Transportation Service-General Terms and Conditions, Rule 3.3. If PECO cancels this agreement during any renewal term, Standby Sales Service demand charges shall terminate.

PURPOSES ONLY

15. NOTICES AND COMMUNICATIONS

Any formal communications concerning this agreement shall be in writing and delivered either by hand, by first class certified mail, or by facsimile to the appropriate address as follows:

CUSTOMER	COMPANY
Notices and Correspondence:	Notices and Correspondence:
Customer Name:	PECO Energy Company
Contact Name:	Contact Name:
Address:	Address:
City:	City:
State/Zip:	State/Zip:

Telephone:	Telephone:
Fax:	Fax:
Daily Operations:	Dispatching:
Customer Location :	PECO Energy Company
Contact Name:	Contact Name: Gas Supply & Transportation Group Attention: End User Transportation Analyst
Address:	Address: 2301 Market Street S9-1
City:	City: Philadelphia
State/Zip:	State/Zip: PA 19101
Telephone:	Telephone: (215) 841-6422 or (215) 841-6438
Fax:	Fax: (215) 841-6906

16. ~~WARRANTIES~~

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The Customer warrants that:

- (a) It has good and marketable title to all gas delivered to PECO under this agreement.
- (b) Such gas will be and is free and clear of all liens, encumbrances, and claims whatsoever,
and
- (c) Such gas meets the quality and pressure specifications of the transporting pipelines.

PURPOSES ONLY

17. ADVERSE CONDITIONS

Before PECO installs any facilities, Customer agrees to provide in writing to PECO all available information regarding potential or actual contamination, waste or similar materials or other adverse environmental or hazardous conditions on the Customer's premises on or near where PECO facilities are to be located.

18. INDEMNITY

The customer shall indemnify and hold PECO harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of adverse claims of title of any and all persons to the gas delivered to PECO.

19. ENTIRE AGREEMENT

This agreement constitutes the entire agreement and understanding between PECO and Customer, and shall cancel and supersede, as of its effective date, all prior contracts, supplemental agreements, negotiations, or discussions, whether oral or written, for the transportation of natural gas.

20. INTERPRETATION

This agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. This agreement and the obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this agreement. Captions and headings in this agreement are for convenience only and do not constitute a part of this agreement.

21. CANCELLATION

Before any installation of facilities, either party shall have the right to cancel and terminate this agreement by written notice to the other party. After such notice, both parties shall be relieved of all duties and obligations arising hereunder.

22. ASSIGNMENT

This agreement shall not be assigned by either party without the written consent of the other, in which event it shall be binding on the party to which it is assigned. Assignment of this agreement shall not release the assigning party from any of the obligations under this agreement unless such a release is agreed to in writing by the other party and the assuming party.

23. CONFIDENTIALITY

The terms of this agreement including, but not limited to, the transportation commodity charges, the volume of gas transported, and all other material items shall be kept confidential by PECO, the Customer, and any agents designated by the Customer except to the extent that any information must be disclosed to a third party as required by law.

In Witness Whereof, the parties hereto have caused this agreement to be duly executed in duplicate originals.

Customer Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	

Exhibit 1

Gas Consumption Capability, Contract Quantities, and Commodity Charges

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement): _____

Gas Consumption Capability

The annual consumption capability at this metering location is _____ Mcf per year.

FOR
1. **Firm Service Contract Quantities and Commodity Charges – for Rate TS-F**

A. Rate TS-F Transportation Contract Quantity (TCQ) _____Mcf/day

Annual Usage for Firm Transportation (check one):

Less than 5,000 Mcf per year (~~Exhibit 4 – Transportation Buyer Group is required~~)

Greater than 5,000 Mcf and less than 18,000 Mcf per year, or

Greater than or equal to 18,000 Mcf per year

B. Rate TS-F Standby Sales Service Contract Quantity _____Mcf/day

If Customer declines firm Standby Sales Service, Exhibit 8 must be attached.

PURPOSES ONLY
If Customer accepts firm Standby Sales Service, the Standby Sales Contract Quantity (SSQ) must equal the Rate TS-F TCQ. The total maximum firm daily quantity that PECO shall be obligated to transport is the Rate TS-F TCQ specified above. The total maximum firm daily quantity that PECO shall be obligated to supply is the Rate TS-F Standby Sales Service Quantity specified above.

C. Rate for Standby Sales Service (**Optional**):

Rate GC (capability is less than 18,000 Mcf per year)

Rate L (capability is 18,000 Mcf per year or more)

2. Interruptible Service Contract Quantity and Commodity Charge – For Rate TS-I

A. Rate TS-I Transportation Contract Quantity (TCQ) _____ Mcf/day

Annual Usage for Interruptible Transportation (check one):

- Less than 5,000 Mcf per year (***Exhibit 4 -Transportation Buyer Group is required***)
- Greater than 5,000 Mcf and less than 18,000 Mcf per year, or
- Greater than or equal to 18,000 Mcf per year.

[Note: It is not necessary to separately obtain interruptible standby sales service; that service is included in PECO’s Rate TS-I service.]

B. Alternate Fuel Categories for Rate IS Standby Service (**check one**):

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Primary Alternate Fuel

- Propane
- No. 2 Oil
- No. 4 Oil
- No. 6 Oil - 0.5% sulfur content
- No. 6 Oil - 1.0% sulfur content
- Reprocessed Oil
- Other: _____

Secondary Alternate Fuel (if applicable)

- Propane
- No. 2 Oil
- No. 4 Oil
- No. 6 Oil - 0.5% sulfur content
- No. 6 Oil - 1.0% sulfur content
- Reprocessed Oil
- Other: _____

(Note: This information must be the same as provided in Exhibit 6.)

3. Other Charges

The above charges do not include balancing charges and other charges as authorized by the Pennsylvania Public Utility Commission.

4. System Losses

The quantity of transportation gas received for this account shall be reduced by the percentage specified in PECO’s Tariff, Gas Transportation Service-General Terms and Conditions, Rule 1.3.

Customer Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	

**Exhibit 2
Nomination Procedure**

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement): _____

1. Nomination information or questions concerning nominations shall be forwarded to:

PECO Gas Supply & Transportation Group
 Attention: End User Transportation Analyst
 2301 Market Street, Mail Stop: S9-1
 Philadelphia, PA 19101
 Telephone: (215) 841-6422 or (215) 841-6438
 FAX: (215) 841-6906

2. Nomination information shall be submitted to PECO's Electronic Bulletin Board (EBB) showing the total dekatherms delivered to the PECO system by day. Subtotals shall also be provided by Customer and by pipeline transportation contract number. Contact PECO at the address shown above to obtain access to the EBB.

3. The Natural Gas Supplier is responsible for verifying that the pipeline is in fact delivering the nominated quantity and for notifying the customer as to its daily delivery status. The Natural Gas Supplier may fulfill this responsibility itself, or through an agent. If the responsibility verification is met by using an agent, the Natural Gas Supplier shall nonetheless be responsible for the accuracy of the verification to the same extent as if the Natural Gas Supplier had itself provided the verification.

4. Changes in nominations during a calendar month shall be provided to PECO no later than 2:00 PM Eastern time one business day prior to the effective date of the change.

FOR INFORMATIONAL PURPOSES ONLY

Customer Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	

**Exhibit 3
Designation of Agent for Gas Transportation Service**

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement): _____

Customer designates the party specified below to act as agent on the Customer's behalf for scheduling, dispatching, giving and receipt of notices, and other administrative aspects of transportation service.

FOR

- Even though it has designated an agent, the Customer shall remain responsible to PECO for all of the Customer's obligations under the agreement.
- All communications from PECO to the agent will constitute communications to Customer for all purposes.
- Customer is responsible to maintain communication with its agent on all matters, including whether its agent has properly procured and delivered gas commodity for Customer. PECO is not responsible to inform Customer of any changes made by agent on Customer's behalf. PECO is not responsible to inform Customer if its agent has informed PECO that it will no longer act as Customer's supplier.
- This designation, or any substitute designation, will be effective only if provided at least five days before the end of the month.

INFORMATIONAL

Check one: Mail PECO bill to Customer Mail PECO bill to agent

PURPOSES ONLY

Agent:		Address:	
Contact Person:		Telephone:	
Title:		Email:	

Customer Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	

**Exhibit 4
Designation of Transportation Buyer Group**

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement): _____

The Customer hereby agrees to join a Buyer Group as designated below and is qualified to do so because the annual volume specified in Exhibit 1 is less than 5,000 Mcf per year.

- The natural gas supplier below agrees to sponsor a gas transportation buyer group on PECO Energy Company's (PECO's) gas system.

FOR
Supplier Name _____

Address _____

Contact Person _____ Phone _____

- Supplier agrees to provide daily allocations of transportation gas to each of the following accounts in the buyer group:

Customer Name _____ Account Number _____

Customer Name _____ Account Number _____

Customer Name _____ Account Number _____

Customer Name _____ Account Number _____

Customer Name _____ Account Number _____

- PECO Energy shall have the right to revise administrative procedures for transportation buyer groups in accordance with its tariff.

Supplier Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	

**Exhibit 5
City Gate Sales Service Agreement**

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement): _____

PECO agrees to provide and Customer agrees to receive and pay for Rate CGS service pursuant to the terms of this agreement, Rate CGS, and the applicable provisions of PECO's Gas Service Tariff as such may be amended or superseded from time to time.

1. TERM

The parties agree that the term of service hereunder shall commence on _____, 20____, and shall continue through _____, 20____. Prior to the end of this term, Acquisition Service Charges and Firm Supply Reservation Charges when applicable for the remaining months of the contract term will be due and shall be paid by the Customer prior to the effective date of the cancellation. Any cancellation or termination of this agreement shall not relieve either party of obligations existing on or prior to the effective date of the cancellation or termination.

~~2. TYPE OF SERVICE (select one or both) _____ Firm _____ Interruptible~~

3. NOTICES AND COMMUNICATIONS

Monthly nominations shall be provided to:

End User Transportation Analyst, Gas Supply & Transportation Group
2301 Market Street Philadelphia, PA 19101
Telephone: (215) 841-6422 or (215) 841-6438
FAX: (215) 841-6906

Daily scheduling shall be coordinated with:

End User Transportation Analyst, Gas Supply & Transportation Group
Telephone: (215) 841-6422 or (215) 841-6438
FAX: (215) 841-6906

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PURPOSES ONLY**

Customer Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	

**Exhibit 6
Alternate Fuel Certification**

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement): _____

Designation of Alternate Fuel

Indicate the primary alternate fuel that you are currently using for this agreement. (Note: This information must be the same as provided in Exhibit 1.) Attach a copy of your most recent invoice from your alternate fuel supplier documenting this fuel type.

FOR
Primary Alternate Fuel

- Propane
- No. 2 Oil
- No. 4 Oil
- No. 6 Oil - 0.5% sulfur content
- No. 6 Oil - 1.0% sulfur content
- Reprocessed Oil
- Other: _____

Secondary Alternate Fuel (if applicable)

- Propane
- No. 2 Oil
- No. 4 Oil
- No. 6 Oil - 0.5% sulfur content
- No. 6 Oil - 1.0% sulfur content
- Reprocessed Oil
- Other: _____

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Information on Permanently Installed Oil or Propane Storage Tank(s)

- Tank #1 _____ gallons Check if underground
- Tank #2 _____ gallons Check if underground
- Tank #3 _____ gallons Check if underground
- Tank #4 _____ gallons Check if underground

Other - Please Explain: _____

PURPOSES ONLY

1. Indicate the total gallons of oil or propane you normally maintain in inventory in the winter period in the tanks listed above. _____ gallons.

2. Under maximum-use conditions (e.g., coldest weather, maximum production, etc.), how many days would this inventory last? _____ days.

3. List any equipment that is served under this agreement that cannot use an alternate fuel.

<u>Equipment</u>	<u>Estimated Gas Use</u>
1.	Mcf per day
2.	Mcf per day
3.	Mcf per day

I hereby certify that the above information is true and correct to the best of my knowledge and belief and that my alternate fuel system is in good working condition.

Customer Name:	Title:
Signature:	Date:
Name (Print):	Effective Date:

Exhibit 8

Election to Decline Full Firm Standby Sales Service

Customer Name: _____

Account Number _____

Date (if other than effective date of underlying agreement):

General

The Customer hereby declines to elect full firm standby sales service from PECO equal to the TFCQ for the firm transportation service under Rate TSF elected in Exhibit 1 of this agreement. The Customer therefore agrees and understands that it has no contractual right to purchase gas from PECO under any rate schedule on a daily or monthly basis, and PECO has no obligation to supply natural gas to the Customer, during the term of the agreement, greater than the standby sales quantity (SSQ) indicated in Exhibit 1 of this agreement. Upon termination of the agreement, any obligation to provide retail sales service greater than the SSQ is contingent upon PECO's ability to arrange the additional gas supply.

FOR INFORMATIONAL

Election in Exhibit 1 to Decline Firm Standby Sales Service

The Customer understands that unauthorized use will be billed at a price equivalent to the standby sales rate indicated in Exhibit 1 plus a \$25 per Mcf surcharge. Gas consumption under the following conditions shall be considered unauthorized use: 1) any gas use when the Customer's supplier fails to deliver, 2) consumption of gas exceeding the daily deliveries plus the allowable daily variation, and 3) any consumption of gas in excess of the total delivered in a billing month. The billing for unauthorized use does not provide the Customer with a right to consume gas supplied by PECO and Customer may be liable for damages to PECO and PECO's other customers that are attributable to unauthorized use of gas.

PURPOSES ONLY

Election in Exhibit 1 of Partial Firm Standby Sales Service

The Customer understands that unauthorized use will be billed at a price equivalent to the standby sales rate indicated in Exhibit 1 plus a \$25 per Mcf surcharge. Gas consumption under the following conditions shall be considered unauthorized use: 1) any gas use in excess of the SSQ when the Customer's supplier fails to deliver, 2) consumption of gas exceeding the daily deliveries plus the allowable daily variation plus the standby sales quantity, and 3) the quantity of deficient deliveries at the conclusion of a billing month that exceeds the SSQ times the number of days in the billing month. The

billing for unauthorized use does not provide the Customer with a right to consume gas supplied by PECO and Customer may be liable for damages to PECO and PECO's other customers that are attributable to unauthorized use of gas.

Customer Acknowledgement

The Customer acknowledges that it fully understands and accepts the risks and responsibilities of making its own natural gas supply and transportation arrangements. The Customer further acknowledges that the consumption of unauthorized gas may result in severe operational problems on PECO's distribution system and that it has been advised that PECO intends to take appropriate action, as described below, to protect the integrity of the gas distribution system:

1) PECO will take such steps that are necessary to prevent the customer from consuming unauthorized gas, may physically stop unauthorized use by either manually or remotely shutting off gas the customer's meter, and may, at its discretion, install a remote shut-off valve for this purpose. Although PECO will make reasonable efforts to notify Customer at least 1 hour prior to stoppage of unauthorized use, stoppage of unauthorized use is not conditional upon such notice. PECO will make reasonable efforts to restore physical deliveries as soon as gas supply of Customer is resumed and the restoration process can be coordinated with Customer.

2) The Customer understands that unauthorized use will be determined on a daily basis and that the Customer (or its agent) is solely responsible for delivering daily gas supply to PECO. In determining the daily quantity of delivered gas supply, PECO relies on the daily nomination information provided by Customer, its agent and the interstate pipeline. Where the Customer's agent nominates pipeline deliveries for more than one PECO customer, it is the sole responsibility of Customer, through its agent, to provide Customer's individual allocation of agent's pipeline deliveries. In the absence of Customer-specific allocation for a specific day received by PECO prior to the beginning of the gas day, the Customer has no delivered gas supply that day for purposes of affecting a stoppage of unauthorized use.

3) Customer also acknowledges that a surcharge of \$25.00 per Mcf will apply to the volumes of unauthorized gas consumed, but that this in no way implies that gas will be available, nor it is intended as a backup source of gas. Payment of a penalty by the Customer for unauthorized use does not give the Customer any rights to use such gas.

Emergencies and Operational Flow Orders

The customer understands that provisions of PECO's Gas Tariff and Commission regulations apply to emergency conditions. The Customer understands that PECO may issue operational flow orders or similar directives as necessary and that such orders or

directives may, among other things, suspend the availability of the allowable daily variation in determining unauthorized use.

Tariff Changes

The Customer acknowledges being advised by PECO that PECO intends to propose changes to its Gas Tariff from time to time and that changes authorized by the Commission will supersede any inconsistent provision herein.

Sales and Use Taxes

The Customer understands that the amounts billed by PECO for transportation service do not include applicable sales or use taxes, or any other taxes that may apply to sale and purchase of transported gas.

Termination and Adjustment

PECO shall have the right to cancel this service agreement and/or adjust Customer's SSQ to a reasonable level if unauthorized use occurs during the term of this agreement. Moreover, PECO and Customer may mutually agree on changes in SSQ during the term of the agreement, including reductions in SSQ should Customer requirements change during the term.

Backup Fuel

If the Customer maintains an alternate fuel supply, the Customer hereby agrees to maintain and switch to said alternate fuel supply in the event of a loss of gas deliveries. The Customer agrees to notify PECO if the alternate fuel supply should become unusable.

Customer Name:		Company:	PECO Energy Company
Signature:		Signature:	
Name (Print):		Name (Print):	
Title:		Title:	
Date:		Date:	
		Effective Date:	