

**THE SOUTHERN CONNECTICUT GAS COMPANY
THIRD-PARTY SUPPLY AGREEMENT**

This Agreement is by and between The Southern Connecticut Gas Company (the "Company") located at 855 Main Street, Bridgeport, Connecticut and _____ ("the Customer") located at _____.

The purpose of this Agreement is to establish Third-Party Supply and incorporate by reference the Company's tariff(s) and the Company's rules and regulations as such tariffs, rules and regulations may be modified from time to time. *Copies of the tariffs are available through the Company's web-site at www.socongas.com or at our Company's headquarters.*

| Company Account Number | Service Address | Requested Rate/Tariff ^(a) (circle one per account) | Maximum Daily Quantity (MDQ) in Mcf ^(b) |
|---------------------------|-----------------|--|---|
| _____ | _____ | RMDS, SGS, GS, LGS, IS _____ | _____ |
| _____ | _____ | RMDS, SGS, GS, LGS, IS _____ | _____ |

☐ Check this box if an attachment is being provided which includes the election information above and the Agreement Date of this document. The attachment must at least include for each account: company account number, service address.

- (a) If the Customer either requests a rate/tariff for which they do not qualify or chooses to accept the Company's rate/tariff assignment (by not requesting one) then the Company will assign the Customer to the appropriate rate/tariff and notify the Customer (or the Customer's authorized agent) of such.
- (b) The Customer (or Customer's authorized agent) and the Company will mutually agree to an MDQ. If the Customer agrees to abide by the MDQ, as established by the Company, the Customer should leave this field blank.

The parties agree to the following terms and conditions that will apply to the above referenced accounts:

- 1) With the exception of rate/tariff IS/IT the term of Third-Party Supply is for an initial period of not less than one year. The period will commence on the first day that the Company accepts and the Customer receives Third-Party Supplies (the "effective date"). The Customer may terminate Third-Party Supply by providing a written termination notice thirty (30) days prior to the first anniversary date or anytime thereafter. This agreement supersedes any prior Firm Gas Transportation Agreement between the Customer and the Company.
- 2) The Customer herein provides the Company with the name of the entity (the "Supplier") providing them with service under the Company's Transportation Receipt Service (Rate TRS), Optional Balancing Service Rider (Rate BAL), Optional Stand-By Service Rider (Rate STB), Optional Firm Storage Service (Rate FSS). The Customer appoints the Supplier as agent for the Customer on all issues related to Rate SRS including, but not limited to, the assignment of the applicable customer pool and gate station under which service(s) shall be provided.
- 3) The Customer authorizes the Company to provide information directly to the Supplier. This information may include past and future consumption and billing information.
- 4) This agreement will be null and void if the Supplier (or Customer) fails to deliver third party supplies intended for the use of the accounts identified herein within ninety (90) days of the Company receiving this agreement.
- 5) Customers with annual usage exceeding 5,000 ccf that receive Third-Party Supply must install the necessary telephone line(s) or extension(s), terminated near the Company's gas meter, to permit the installation of Company owned and operated telemetering equipment. Customers hereby certify that they will thereafter maintain the telephone line(s) or extension(s) to allow usage to be reported to the Company on a daily basis. Failure to do so may result in additional charges being incurred. The Customer may receive information about these potential charges by calling the Gas Transportation Hotline at (866) 536-9434.

The billing option should be (check one):

- ☐ **Standard Passthrough Billing Service** – The Customer shall receive two bills, one for delivery service issued by the Company, and the other for Third-Party gas supply issued by the Supplier. The Customer retains financial responsibility for Company delivery services under this option.
- ☐ **Supplier Consolidated Billing Service** – The Customer shall receive one bill from the Supplier that will include both Company delivery services and for Third-Party gas supply charges. The Supplier must accept financial responsibility for payment of the Company's delivery charges in order for the Company to provide the bill for delivery service to the Supplier. Under this option, the Company shall bill the Supplier monthly for the volume of gas delivered for each Customer served by that Supplier who elects this option.
- ☐ **Company Consolidated Billing Service** – The Customer receives one bill from the Company that includes both Company delivery services and for Third-Party gas supply charges. Under this option, the Supplier shall bill Company monthly for the gas supply charges for each Customer served by the Supplier who elects this option.

All billing options: Bills are rendered monthly and due on presentation. A 1% penalty per month charge will be added to all bills not paid (payment received by the Company) within 28 days of the billing date for all customers other than the State of Connecticut or any political subdivision thereof and 60 days for the State of Connecticut or any political subdivision thereof.

| | | |
|----------------------------|-----------------------------|------------------------|
| Customer Signature _____ | Customer Printed Name _____ | Customer Phone # _____ |
| 24-Hour Contact Name _____ | 24-Hour Phone Number _____ | Date _____ |
| Operator/Supplier _____ | DPUC Registration # _____ | |

EFFECTIVE: 1/1/2006
SUPERSEDES: 11/1/2003