

**SERVICE AGREEMENT FORMS**

[Applicable to the following Rate Schedules: FTS and ITS]

Service Agreement No. \_\_\_\_\_  
Revision No. \_\_\_\_\_

### SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CENTRAL KENTUCKY TRANSMISSION COMPANY (“Transporter”) and \_\_\_\_\_ (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective \_\_\_\_\_ Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_ [or, when applicable to Rate Schedule ITS, “Service under this Agreement shall commence as of \_\_\_\_\_, and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice”]. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; and (e) that a specified discounted rate will

apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported). In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 290 W. Nationwide Blvd., Columbus, Ohio 43215, Attention: Customer Services and notices to Shipper shall be addressed to it at \_\_\_\_\_, Attention: \_\_\_\_\_, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s):

[SHIPPER]

CENTRAL KENTUCKY TRANSMISSION  
COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

(for FTS RATE SCHEDULE)

Revision No. \_\_\_\_\_

Appendix A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule FTS  
between Central Kentucky Transmission Company (“Transporter”)  
and \_\_\_\_\_ (“Shipper”)

Transportation Demand

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Transportation</u> <u>Demand Dth/day</u>	<u>Recurrence</u> <u>Interval</u>
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Primary Receipt Point

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum</u> <u>Daily</u> <u>Quantity</u> <u>(Dth/day)</u>	<u>Recurrence</u> <u>Interval</u>
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Minimum Receipt Point Pressure: 1/  
\_\_\_\_\_  
\_\_\_\_\_

Primary Delivery Point

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum</u> <u>Daily</u> <u>Quantity</u> <u>(Dth/day)</u>	<u>Recurrence</u> <u>Interval</u>
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Minimum Delivery Point Pressure: 1/  
\_\_\_\_\_  
\_\_\_\_\_

Hourly Flow at Delivery Point Commitment/Restriction: 2/  
\_\_\_\_\_  
\_\_\_\_\_

1/ If a minimum pressure is not specifically stated, then Transporter's obligation shall be as stated in Section 13 (Delivery Pressure) of the General Terms and Conditions.

2/ If an hourly flow commitment or restriction is not specifically stated, then Transporter's obligation shall be as stated in Section 9 (Operating Conditions) of the General Terms and Conditions.

The Master List of Interconnects ("MLI") as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

\_\_\_\_\_ Yes \_\_\_\_\_ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

\_\_\_\_\_ Yes \_\_\_\_\_ No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

[SHIPPER]

CENTRAL KENTUCKY TRANSMISSION  
COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

[For ITS Rate Schedule]

Revision No.

\_\_\_\_\_

Appendix A to Service Agreement No. \_\_\_\_\_  
Under Rate Schedule ITS  
between Central Kentucky Transmission Company (“Transporter”)  
and \_\_\_\_\_ (“Shipper”)

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Transportation</u> <u>Demand Dth/day</u>
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The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions is incorporated herein by reference for purposes of listing valid interruptible receipt points and delivery points.

[SHIPPER]

CENTRAL KENTUCKY TRANSMISSION  
COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Service Agreement No. \_\_\_\_\_  
Revision No. \_\_\_\_\_

### IPP SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between CENTRAL KENTUCKY TRANSMISSION COMPANY (“Transporter”) and \_\_\_\_\_ (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive an accounting service in accordance with the provisions of the effective IPP Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, First Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Subject to the limitations set forth in the IPP Rate Schedule, Transporter shall provide an accounting service for gas supplies pooled by Shipper on an interruptible basis.

Section 2. Term. Service under this Agreement shall commence as of \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_ [or, when applicable, “Service under this Agreement shall commence as of \_\_\_\_\_, and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice”]. Pre-granted abandonment shall apply upon termination of this Agreement.

Section 3. Rates. Shipper shall pay Transporter any charges and furnish any Retainage as may be described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 290 W. Nationwide Blvd., Columbus, Ohio 43215, Attention: Customer Services and notices to Shipper shall be addressed to it at \_\_\_\_\_, Attention: \_\_\_\_\_, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): \_\_\_\_\_.

[SHIPPER]

CENTRAL KENTUCKY TRANSMISSION  
COMPANY

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_