

SERVICE AGREEMENT FORMS

REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:

<u>Customer</u>	<u>Rate Schedule</u>	<u>Contract Number</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Docket No.</u>
Baltimore Gas & Electric Company	HSS	92704	4/1/2007	3/31/2023	RP07-374
Piedmont Natural Gas Company, Inc.	HSS	92707	4/1/2007	3/31/2023	RP07-374

Service Agreement No. _____
Revision No. _____

HSS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 20 ____,
by and between HARDY STORAGE COMPANY, LLC ("Seller") and
_____ ("Customer").

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

Section 1. Service to be Rendered. Seller shall perform and Customer shall receive service in accordance with the provisions of the effective HSS Rate Schedule and applicable General Terms and Conditions of Seller'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No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission"), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Seller shall store quantities of gas for Customer up to but not exceeding Customer's Storage Contract Quantity as specified in Appendix A, as the same may be amended from time to time by agreement between Customer and Seller, 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 _____. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Customer may have under the Commission's regulations and Seller's Tariff.

Section 3. Rates. Customer shall pay Seller 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. Seller may agree to discount its rate to Customer below Seller's maximum rate, but not less than Seller'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 a specified point; and (e) that a specified discounted rate will apply in a specified relationship to the quantities actually stored (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually stored). 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 Seller'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 Seller under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Customer 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): _____.

[CUSTOMER]

HARDY STORAGE COMPANY, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

[For HSS Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
Under Rate Schedule HSS
between Hardy Storage Company, LLC (“Seller”)
and _____ (“Customer”)

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Storage Contract</u> <u>Quantity/Dth</u>	<u>Maximum Daily</u> <u>Storage Quantity</u> <u>Dth/day</u>
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[CUSTOMER]

HARDY STORAGE COMPANY, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Service Agreement No. _____
Revision No. _____

IHSS SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by
and between HARDY STORAGE COMPANY, LLC (“Seller”) and
_____ (“Customer”).

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

Section 1. Service to be Rendered. Seller shall perform and Customer shall receive the service in accordance with the provisions of the effective IHSS Rate Schedule and applicable General Terms and Conditions of Seller'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. Seller shall store quantities of gas for Customer up to but not exceeding Customer's Interruptible Storage Quantity as specified in Appendix A, as the same may be amended from time to time by agreement between Customer and Seller, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of the first Day of the first Month specified in Appendix A and shall continue in full force and effect until the last Day of the last Month specified in Appendix A. Pre-granted abandonment shall apply upon termination of this Agreement.

Section 3. Rates. Customer shall pay the charges calculated in accordance with the IHSS Rate Schedule and shall furnish the Retainage specified in Seller's currently effective Tariff, unless otherwise agreed to by the parties in writing and specified as an amendment to this Agreement. Seller may agree to discount its rate to Customer below Seller's maximum rate, but not less than Seller'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 a specified point; and (e) that a specified discounted rate will apply in a specified relationship to the quantities actually stored (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually stored). The Months for which such charges shall be paid, together with the bid Average Monthly Balance and the bid Commodity Charge which shall be used to calculate such charges are specified in Appendix A. 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 Seller'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 Seller under this Agreement shall be addressed to it at 5151 San Felipe, Suite 2500, Houston, Texas 77056, Attention: Customer Services and notices to Customer 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): _____.

[CUSTOMER]

HARDY STORAGE COMPANY, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

[For IHSS Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
Under Rate Schedule IHSS
between Hardy Storage Company, LLC (“Seller”)
and _____ (“Customer”)

Interruptible Storage Quantity _____ Dth

Bid Commodity Rate _____ ¢ per Dth

Service Commencement Month _____, 20____
through
Service Termination Month _____, 20____

[CUSTOMER]

HARDY STORAGE COMPANY, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____