

**PGPIPELINE, LLC  
FORM OF SERVICE AGREEMENT  
RATE SCHEDULE FT**

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between PGPipeline, LLC, hereinafter referred to as "Transporter" and \_\_\_\_\_, hereinafter referred to as "Shipper". Transporter and Shipper shall collectively be referred to herein as the "Parties". This Agreement is made pursuant to Rate Schedule FT of Transporter's FERC Gas Tariff, First Revised Volume No. 1 ("Tariff"), on file with the Federal Energy Regulatory Commission ("Commission").

**WITNESSETH:**

WHEREAS, Transporter owns and operates the PGPipeline, LLC System;

WHEREAS, Shipper desires to purchase transportation service from Transporter;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, Transporter and Shipper agree as follows:

**ARTICLE I  
SERVICE TO BE RENDERED**

Transporter shall perform and Shipper shall receive transportation service in accordance with the provisions of the effective Rate Schedule FT and the applicable General Terms and Conditions ("GT&C") of Transporter's Tariff, as the same may be amended, or superseded, or modified from time to time in accordance with applicable laws and regulations. The maximum obligations of Transporter to transport Gas hereunder for Shipper, and the designation of the Primary Receipt Point(s) and Primary Delivery Point(s) at which service will be rendered for Shipper, are specified on Exhibit A of this Agreement, as the same may be amended from time to time by agreement between Shipper and Transporter, or as required by the rules and regulations of the Commission.

**ARTICLE II  
TERM OF AGREEMENT**

Service under this Agreement shall commence as of \_\_\_\_\_ and shall continue in full force and effect until \_\_\_\_\_. Shipper and Transporter agree to avail themselves of the Commission's pre-granted abandonment authority upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's rules and regulations and Transporter's Tariff, but no right of first refusal shall apply to negotiated rate agreements.

**ARTICLE III  
RATES AND CHARGES, RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS**

- 3.1. Shipper agrees to and will pay Transporter all applicable rates and charges as specified in Exhibit A hereto.

- 3.2. All of the GT&C and provisions of Rate Schedule FT shall be applicable to service hereunder and shall be made a part hereof.
- 3.3. Unless otherwise agreed, Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in: (i) the rates and charges applicable to Transporter's Rate Schedule FT; (ii) the terms and conditions of service pursuant to which service hereunder is rendered; (iii) any provision of the GT&C applicable to service hereunder; and/or any other provision related to Shipper's service that Transporter by law or regulation is permitted to change. Transporter agrees that Shipper may protest or contest any such filings or may seek authorization from duly constituted regulatory authorities for such adjustments of Transporter's Tariff as may be necessary to ensure that service hereunder is consistent with applicable law.
- 3.4. Fuel and Gas Loss Retention Percentages (%). Shipper will be assessed as set forth on Section 4.1 of Transporter's Tariff.

#### **ARTICLE IV RESERVATIONS**

Transporter shall have the right to take actions as may be required to preserve the integrity of Transporter's pipeline facilities, including maintenance of service to other firm Shippers.

#### **ARTICLE V GOVERNMENTAL AUTHORIZATIONS**

It is hereby agreed that transportation service under this Agreement shall be implemented pursuant to applicable authorizations of the Commission.

#### **ARTICLE VI NOTICES**

Notices shall be provided in accordance with the GT&C, to Transporter and Shipper, respectively, at the address set forth below:

(a) Transporter:  
PGPipeline, LLC  
2525 84<sup>th</sup> Avenue  
Zeeland, Michigan 49464  
Attention: Steve Newell  
Director of Finance

(b) Shipper:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Or such other address as either party designates by formal written notice for any communication.

**ARTICLE VII**  
**INTERPRETATION AND SUBMISSION OF JURISDICTION**

The parties hereto agree that the interpretation and performance of this Agreement must be in accordance with the laws of the Commonwealth of Pennsylvania without recourse to the law governing conflict of laws, which would require the application of the laws of another state. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Pennsylvania and courts of appeal therefrom in respect to all matters arising out of or in connection with this Agreement.

**ARTICLE VIII**

No modification of the terms and provisions of this Agreement shall be or become effective except by the execution of a written instrument by Transporter and Shipper.

**ARTICLE IX**  
**ADMINISTRATIVE MATTERS**

**Severability:** The provisions of this Agreement are severable and should any provision herein be void, voidable or unenforceable under any applicable law, such provision shall not affect or invalidate any other provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though such void, voidable or unenforceable provision were not a part thereof.

**Amendment and Waiver:** The Agreement may not be altered, or amended, nor may any rights hereunder be waived, except by instrument in writing, executed by the party to be charged with such amendment or waiver. No waiver of, or consent to change in, any provisions of this Agreement shall be deemed or shall constitute a waiver of, or consent to change in, other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

**Insurance Matters:** Transporter shall obtain and maintain at its own expense all Workman's Compensation Insurance required by the Commonwealth of Pennsylvania and comprehensive general public liability insurance in amounts and coverage not less than \$1,000,000 per person per occurrence for personal injury or death and \$1,000,000 for property damage per occurrence, which insurance shall include excess liability coverage of not less than \$15,000,000. Current copies of all policies shall be delivered to Shipper upon request.

**No Third-Party Beneficiaries:** There are no third-party beneficiaries to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or other authorized persons, the day and year first above written.

PGPIPELINE, LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

(NAME OF SHIPPER)

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

**Exhibit A**  
**To FT Agreement No. \_\_\_\_\_**  
**Under Rate Schedule FT Between**  
**PGPipeline, LLC and \_\_\_\_\_**

Maximum Daily Quantity ("MDQ") \_\_\_\_\_ MMBtu/day

Primary Receipt Point(s): \_\_\_\_\_  
\_\_\_\_\_ MMBtu/day

Receipt Point(s) Pressure (if specified) \_\_\_\_\_ psig

Primary Delivery Point(s): \_\_\_\_\_  
\_\_\_\_\_ MMBtu/day

Delivery Point(s) Pressure (if specified) \_\_\_\_\_ psig

Maximum Hourly Rate (if specified) \_\_\_\_\_ MMBtu/hour

Minimum Hourly Rate (if specified) \_\_\_\_\_ MMBtu/hour

Estimated Annual Quantities \_\_\_\_\_ MMBtu

Minimum Daily Rate (if specified) \_\_\_\_\_ MMBtu/day

Rate and Charges: Shipper shall pay all applicable rates and charges as specified in Rate Schedule FT of Transporter's Tariff, subject to the following:

Applicable Rate(s) (exclusive of surcharges, fuel, or lost and unaccounted for gas) (select one)

Recourse Rate: The maximum rate(s) set forth for Rate Schedule FT in Transporter's Tariff, as modified from time to time. Unless a Discounted Rate or Negotiated Rate is specifically agreed to and stated on this Exhibit A,

Discount Rate:

Negotiated Rate:

Other Conditions (Section 7.35 of the GT&C sets forth the tariff provisions which Transporter may negotiate with Shipper):