



**FIRM TRANSPORTATION AGREEMENT
For Rate Schedule FT**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between Heartland Gas Pipeline, LLC, an Indiana limited liability company, hereinafter referred to as “Heartland Gas Pipeline,” and _____, a _____ company [or corporation], hereinafter referred to as “Customer,”

WITNESSETH that in consideration of the premises and of the mutual covenants herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1, TERMS AND CONDITIONS

1.1 Unless otherwise noted herein, the Tariff and General Terms and Conditions on file with the Indiana Utility Regulatory Commission shall apply to the transportation services provided to Customer under this Agreement. The General Terms and Conditions, the Rates and Charges, and other provisions of this Agreement may be amended from time to time as set forth in Section 8.3.

ARTICLE 2, TRANSPORTATION SERVICE

2.1 Subject to the terms and provisions of this Agreement, Customer agrees to deliver or cause to be delivered to Heartland Gas Pipeline, at the Point of Receipt (s) in Exhibit “A” attached hereto, gas for transportation, and Heartland Gas Pipeline agrees to receive, transport and redeliver, at the Point(s) of Delivery in Exhibit “A”, Equivalent Quantities of Gas to Customer or for the account of Customer, in accordance with Section 3 of the effective Rate Schedule FT and the General Terms and Conditions, up to _____ Dth per day, which shall be the Customer’s Transportation Contract Demand.

2.2 Heartland Gas Pipeline, at its sole option, may transport for Customer daily quantities in excess of the Transportation Contract Demand.

2.3 In order to protect its system, the delivery of gas to its Customers and/or the safety of its operations, Heartland Gas Pipeline shall have the right to vent excess natural gas delivered to Heartland Gas Pipeline by Customer or Customer’s supplier (s). Prior to venting excess gas, Heartland Gas Pipeline will use its best efforts to contact Customer or Customer’s supplier in an attempt to correct such excess gas deliveries to Heartland Gas Pipeline. Heartland Gas Pipeline may vent such excess gas solely within its reasonable judgment and discretion without incurring any liability to Customer and a pro-rata share of

any gas so vented shall be allocated to Customer. Customer's pro-rata share shall be determined by a fraction, the numerator of which shall be the quantity of gas delivered to Heartland Gas Pipeline at the Point of Receipt by Customer or Customer's supplier in excess of the Customer's confirmed nomination and the denominator of which shall be the total quantity of gas in excess of the total confirmed nominations flowing, multiplied by the total quantity of gas vented or lost hereunder.

2.4 All receipts and deliveries of gas, less fuel if applicable, shall be allocated and balanced on a daily basis by Heartland Gas Pipeline.

ARTICLE 3, SCHEDULING

3.1 Customer shall provide Heartland Gas Pipeline with the daily scheduled nominations of gas receipts and deliveries in accordance with guidelines provided in the General Terms and Conditions.

ARTICLE 4, POINTS OF RECEIPT AND DELIVERY

4.1 Customer shall deliver gas or cause gas to be delivered to Heartland Gas Pipeline at the Point(s) of Receipt specified in Exhibit "A" attached hereto and Heartland Gas Pipeline shall redeliver gas to Customer or for the account of Customer at the Point(s) of Delivery specified in Exhibit "A" attached hereto in accordance with the General Terms and Conditions.

ARTICLE 5, TERM OF AGREEMENT

5.1 This Agreement shall become effective upon its execution by both parties and shall remain in full force and effect with a primary term beginning _____, and ending on _____.

ARTICLE 6, POINT(S) of MEASUREMENT

6.1 The gas shall be delivered by Customer to Heartland Gas Pipeline and redelivered by Heartland Gas Pipeline to Customer at the Point(s) of Receipt and Delivery specified on Exhibit "A." The gas shall be measured or caused to be measured by Heartland Gas Pipeline at the Point(s) of Receipt and Point(s) of Delivery.

ARTICLE 7, FACILITIES

7.1 Customer may be required to pay or cause Heartland Gas Pipeline to be paid the installed cost of any new facilities required to receive service under this Rate Schedule FT. Customer shall be responsible only for the installed cost of any new facilities if the cost of those facilities has been agreed to in writing by Heartland Gas Pipeline and Customer.

ARTICLE 8, RATES AND CHARGES

8.1 Each month, Customer shall pay Heartland Gas Pipeline for the service hereunder, an amount determined in accordance with Section 3 of Heartland Gas Pipeline's Rate Schedule FT, which Rate Schedule FT is by reference made a part of this Agreement. The

Customer
Attention: _____
Address:
Phone #:
Fax #:

The address of either party may, from time to time, be changed by a party mailing appropriate notice thereof to the other party.

9.3. Customer shall have fifteen (15) days from the date of receipt of this Agreement in which to execute such Agreement or Customer's request may be deemed null and void.

9.4. This Agreement shall be governed by the laws of the State of Indiana.

9.5. Each party agrees to file timely all statements, notices and petitions required under the regulations of the IURC or any other applicable rules or regulations of any governmental authority having jurisdiction hereunder and to exercise due diligence to obtain all necessary governmental approvals required for the implementation of this Firm Transportation Agreement.

9.6 All terms and conditions of Rate Schedule FT and the attached Exhibits are hereby incorporated into and made a part of this Agreement.

9.7 This contract shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the parties hereof.

9.8 Neither party hereto shall assign this Agreement or any of its rights or obligations hereunder without the written consent of the other party. Notwithstanding the foregoing, either party may assign its right, title and interest in, to and by virtue of this Agreement including any and all extensions, renewals, amendments and supplements thereto, to a trustee or trustees, individual or corporate, as security for bonds or other obligations or securities, without such trustee or trustees assuming or becoming in any respect obligated to perform any of the obligations of the assignor and, if any trustee be a corporation, without its being required by the parties hereto to qualify to do business in the state in which the performance of this Agreement may occur. Nothing contained herein shall require consent to transfer this Agreement by virtue of merger or consolidation of a party hereto or a sale of all or substantially all of the assets of a party hereto, or any other corporate reorganization of a party hereto.

9.9 This Agreement insofar as it is affected thereby, is subject to all valid rules, regulations, and orders of all governmental authorities having jurisdiction.

9.10 No waiver by either party of any one or more defaults by the other in the performance of any provisions hereunder shall operate or be construed as a waiver of any future default or defaults whether of a like or a different character.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives thereunto duly organized, on this the day and year first above written.

HEARTLAND GAS PIPELINE, LLC

ATTEST:

By _____

Its _____

Its _____

Date of Execution by Heartland Gas Pipeline, LLC:

CUSTOMER

ATTEST:

By _____

Its _____

Its _____

Date of Execution by Customer:

EXHIBIT "A"
FIRM TRANSPORTATION AGREEMENT
For Rate Schedule FT

Customer: _____

Transportation Contract Demand: _____

Effective Date: _____

Primary Receipt Point (s):

<u>Name</u>	<u>Meter No.</u>	<u>Daily Quantity</u>
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Primary Delivery Point (s):

<u>Name</u>	<u>Meter No.</u>	<u>Daily Quantity</u>
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HEARTLAND GAS PIPELINE, LLC

CUSTOMER

By _____

By _____

Title _____

Title _____

Date: _____

Date: _____