

Special Provisions:

1. Prior to entering into a Service Agreement with the Company, a Third Party Supplier must demonstrate to the Company's satisfaction that it has met and continues to meet the creditworthiness criteria of at least one interstate pipeline that delivers natural gas directly to the Company, except that an affiliate of an interstate pipeline must demonstrate that it has met the creditworthiness criteria of at least one non-affiliated interstate pipeline. Upon notification by the Company that the Company has determined that a Third Party Supplier has failed to satisfy the credit criteria, or subsequently during the term of the Service Agreement, no longer satisfies the credit criteria, the Company may refuse to permit the Third Party Supplier to continue to operate on the Company's system unless the Third Party Supplier shall supply security which the Company, in its sole judgement, determines to be sufficient to guarantee the obligations of the Third Party Supplier.

The results of the creditworthiness check shall be communicated to the applicant within two weeks of receipt of the completed application.

Any required security deposit shall be refunded to the Third Party Supplier when it is determined that it meets the level of credit criteria that no longer requires a security deposit.

All security deposits held shall accrue interest at the Commission's other customer capital rate.

2. The term of the contract shall be one year and from month to month thereafter unless terminated on thirty days written notice.
3. A Third Party Supplier shall provide in writing to the Company at least 10 working days prior to the beginning of the calendar month an estimate of its deliveries into the Company's system for the month. These nominations must, in the aggregate, match the nominations of all Customers to whom the Third Party Supplier will be delivering during the month. Failure to provide nominations may result in suspension of service to Customers of offending Third Party Suppliers.