

Commercial Firm Service

GENERAL TERMS AND CONDITIONS

1. **Contract Quantities:** Colonial Energy ("Colonial") agrees to sell and Buyer agrees to buy the quantities of natural gas delivered to Buyer's gas meter(s) by Atlanta Gas Light Company ("AGL") each month for which this Agreement is in effect.

2. **Sales Price:** During the term of this Agreement, Buyer will pay to Colonial the price specified on the front of this Agreement for each therm consumed by Buyer's facility. The Price quoted does not include AGL tariff charges, Colonial's monthly customer service fee and state and local taxes, which will be included in Colonial's bill to Buyer. Prices of Variable rate plans will change each month based on the commodity price and market conditions. Buyer can verify the current month's rate at www.ColonialEnergy.com/Georgia or by calling 866-4NAT-GAS. NYMEX plus basis prices will be the stated fixed basis price plus the NYMEX Henry Hub closing price for the calendar month, prorated for the delivery period. Provided this Agreement has not been terminated prior to the primary term, this Agreement shall automatically continue in effect from month to month thereafter as a Monthly Variable Rate plan, until replaced, or terminated by written notice from Buyer or Colonial, (each a "Party" and collectively "Parties") at least Thirty (30) days prior to the beginning of any subsequent renewal period. Notice of termination, or termination of this Agreement, shall not excuse performance or payment of any obligations arising or accruing prior to the termination date.

3. **Force Majeure:** Events outside the control of Colonial, including events declared by AGL or by the pipeline(s) Colonial uses to deliver gas, acts of God, extreme weather events, or acts of war or civil disturbance, that prevent Colonial from performing under this Agreement shall excuse Colonial's obligation to perform for the duration of the event. Under such conditions, Colonial may elect to discontinue service immediately and without notice.

4. **Limitation of Warranty:** Colonial makes no representations or warranties other than those expressly stated in these terms and conditions. Colonial is not responsible for the physical delivery of gas to Buyer's facility. Colonial exercises no independent control over AGL's facilities necessary for delivery of the natural gas, and Colonial is not responsible for any losses or damages resulting from any actions/policies of AGL or of the pipeline(s) Colonial uses to deliver gas, including interruption or termination of service. Unless specifically authorized by the Natural Gas Competition and Deregulation Act, Colonial is not liable for consequential, exemplary or punitive damages.

5. **Credit and Collateral:** Colonial has reviewed and approved Buyer's credit prior to entering this Agreement, should Colonial at any time during the term become reasonably concerned about Buyer's ability to pay (as result of, for instance, late payments or a credit rating agency downgrade or changes in consumption), then Colonial may require, and Buyer will provide to Colonial's reasonable satisfaction, additional credit assurance in the form of prepayment, or a letter of credit or a payment guaranty from a credit qualified party.

6. **Billing and Payment:** Buyer will receive a monthly invoice from Colonial for gas consumed during the prior billing cycle, which will coincide with AGL's meter reading cycle. Colonial's electronic transmission and/or US mail of invoices shall constitute acceptable presentation of invoices under this Agreement. Payment is due within 15 days of the invoice date. Buyer shall arrange for automatic bank drafts by Colonial, which may occur up to 3 days prior to the due date, or shall make payment to Colonial so that payment is received on or before the due date by check at Post Office Box 576, Savannah, Georgia 31402-0576, or at the request of Colonial by wire transfer to Colonial's Account #325-038-9931, ABA #026009593 at Bank of America, N.A. The invoice(s) shall reflect, among other things, the total volumes delivered to Buyer, and the total dollar amount due. The invoice may also include adjustments related to previous billing errors, meter read errors, miscalculation of taxes or other errors or omissions as current laws and regulations permit. If Buyer fails to remit the full amount payable when due, a late charge of the lower of 1% per month or the maximum rate allowed by law shall be charged on any amounts past due.

7. **Billing Questions and Disputes:** If Buyer has questions about the charges on Buyer's bill, or believes the bill is incorrect, please contact Colonial via email at CustomerCare@ColonialEnergy.com, or by phone at 706-839-4222. Buyer will not be charged a late fee on any disputed charges during the period the dispute is being resolved, but Buyer will be responsible for timely payment of charges not in dispute. In the event of a dispute as to any essential element of this Agreement, including a billing dispute, Buyer and Colonial agree to use their best efforts to resolve said dispute. In the event said dispute is not resolved within thirty (30) days from the date the dispute was initiated, then the Parties shall refer the matter to binding arbitration as the alternative dispute resolution. Arbitration shall be governed by the Federal Arbitration Act and conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in the State of Georgia. The Parties shall mutually agree upon an arbitrator, provided, however if the Parties fail to agree on an arbitrator within 10 business days, both Parties agree to revert back to AAA for an arbitrator. Costs associated with such arbitration shall be the responsibility of the Party whose dispute is ruled out by the American Arbitration Association. If Buyer is not satisfied with the resolution of any dispute Buyer should file a complaint with the Georgia Public Service Commission Consumer Affairs Department, by phone at (404) 646 - 4501, by fax at (404) 656-2341 or by email at gapsc@psc.state.ga.us.

8. **Assignments:** Neither Party shall assign this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign or pledge this Agreement to an affiliate by providing notification to the other party.

9. **New Taxes:** Should a New Tax be imposed, or an existing Tax be amended, by any governmental authority on or with respect to any or all sales transaction(s) entered into by the Parties as part of this Agreement, Colonial shall have the right to pass through to Buyer any such New Tax or amended Tax.

10. **Confidentiality:** The Parties agree that the terms and conditions of this Agreement are competitively sensitive, proprietary in nature and confidential. As such the Parties agree to keep confidential and not disseminate the terms and conditions of this agreement, except when the information is made publicly available as a result of filings with governmental agencies or where law otherwise requires disclosure.

11. **Regulatory and Legal Contingency:** In the event there are changes to AGL's tariff structure or rates, or State or Federal laws and regulations that impact service under this Agreement, Colonial reserves the right to withdraw or amend the Price in the Agreement, or to terminate this Agreement.

12. **Early Termination Fee:** There is no termination fee for Monthly Variable Rate customers. Buyer will be subject to an early termination fee if Buyer terminates any fixed rate agreement prior to expiration of the Term. The termination fee will be calculated as follows: Any losses incurred by Colonial, calculated in a commercially reasonable manner by comparing the value of forecasted Gas deliveries over the remaining Term at the Sales Price to the market value of the same quantity of Gas at the time of termination. Colonial will determine the market value for gas using, among other things, applicable NYMEX futures contracts and industry sources. Losses shall also include the monthly Customer Service fee for the remainder of the term and any costs charged to Colonial by AGL related to Buyer's service or termination. Buyer shall pay the early termination fee within five (5) business days of receipt of an invoice for such charges. If Colonial does not incur losses or expenses, there will be no termination fee owed by Buyer. Buyer may terminate this Agreement before the end of the Term without paying Early Termination Fee if Colonial is found to be in default of any of its obligations under this Agreement.

13. **Governing Law.** This Agreement will be governed and interpreted under the laws of the State of Georgia, without giving effect to its conflicts of laws rules.

***To report a gas leak or other emergency, contact Atlanta Gas Light Company:
(770) 907-4231 or toll-free (877) 427-4321***