

SOUTH CAROLINA ELECTRIC & GAS COMPANY

Agreement for Purchase of Power From A Small Power Production Facility Or Cogeneration Facility

This agreement made this _____ day of _____ 20_____, by and between the SOUTH CAROLINA ELECTRIC & GAS COMPANY, for itself, its successors and assigns, sometimes hereinafter called the "Company," and _____ located in _____ South Carolina, sometimes hereinafter called the "Seller."

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained , the same to be well and truly kept and performed, the sums of money to be paid and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

TERM: This agreement shall become effective for a term of _____ years beginning on the date that the electric power described herein is first received by the Company from the Seller. This date is estimated to be on or about _____. This agreement shall continue from year to year after the expiration of the initial term of the agreement unless cancelled by either party by giving written notice to the other party at least _____ months prior to the effective date of termination.

ARTICLE II

QUALIFICATION: Seller warrants that his electric power production facilities described herein constitute a "Qualifying Facility" (a cogeneration facility or a small power production facility) as defined by the Federal Energy Regulatory Commission's (FERC) Order No. 70 under Docket No. RM 79-54. Seller warrants his power production facility shall be designed, constructed, operated and maintained in conformance with all applicable laws and the rules and regulations of all governmental agencies having jurisdiction.

ARTICLE III

DESCRIPTION OF SERVICE: The Seller agrees to furnish to the Company, and the Company agrees to accept from the Seller a maximum of _____ KW of electric power. Delivery shall be in the form of alternating current, _____ phase, _____ wire, _____ connected, at a frequency of approximately 60 hertz and at a nominal _____ volts pressure. The point of delivery, where the facilities of the Seller physically make contact with the facilities of the Company, shall be identified and described on the location sketch, attached hereto as Appendix B and made a part hereof. These interconnection facilities shall conform to the Company's specifications for such points of delivery.

ARTICLE IV

PRICE AND PAYMENT: Qualifying Facilities classified as New Capacity in accordance with FERC Order No. 69 under Docket No. RM 79-55, will be eligible for Energy and Capacity Credits. Qualifying Facilities classified as other than New Capacity in accordance with the above FERC Regulations, will be eligible for Energy Credits. The price and methods of payment shall be in accordance with the purchase rate schedule attached hereto as Appendix C and made a part hereof.

ARTICLE V

SPECIAL PROVISIONS: _____

ARTICLE VI

This agreement is subject to review by the South Carolina Public Service Commission upon complaint by either party, or pursuant to its own motion, and the terms herein may be modified in whole or in part declared null and void by the South Carolina Public Service Commission.

ARTICLE VII

The following appendices attached hereto are made a part of this agreement.

Appendix A - Terms and Conditions for Purchasing from Qualifying Small Power Production Facilities and Cogeneration Facilities

Appendix B - Location sketch of Seller's and Company's facilities at the point of delivery

Appendix B - Purchase Rate Schedule

ARTICLE VIII

The agreements and covenants of the Seller herein shall run with its said plant and premises hereinbefore mentioned as a contract operating in the future, so as to hold and bind the owners thereof until the completion of the full term of this contract unless so relieved by the Company by an instrument in writing by an authorized official of the Company.

ARTICLE IX

The Terms and Conditions of the contract cannot be added to, varied or waived, either verbally or in writing by any agent, solicitor or other person connected with the Company on its behalf except by an authorized official of the Company, in writing.

This agreement supersedes, when executed, all preceding agreements for the electric service herein provided for. All previous communications between the parties hereto, whether oral or written, with reference to the subject matter of this agreement are hereby nullified, and no modification hereof shall be binding unless duly signed by the Seller and the Company through authorized officials of each, or made by the Public Service Commission as aforesaid.

SOUTH CAROLINA ELECTRIC & GAS COMPANY

By _____

Title _____

Witness:

(Seller)

Witness:

By _____

Title _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

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LOCATION SKETCH OF SELLER'S AND COMPANY'S FACILITIES

Location Sketch of Seller's and Company's Facilities should include Seller's generation and service facilities, the delivery point, Company's metering equipment and facilities installed by Company necessary to interconnect with Seller's facilities.