

[The following may be inserted in the header of each page of this Agreement, as well as any information related to the identification of the Agreement necessary for administrative purposes:

Capacity Release Umbrella Agreement

Execution Copy

Agreement No.

Date

In addition, a footer may be inserted on each page of this Agreement for administrative purposes.]

7.9 CAPACITY RELEASE UMBRELLA AGREEMENT
(For Use Under Rate Schedules FSS, NNSS, NNSS-EU, FPS, FLS and FWS)

This Capacity Release Umbrella Agreement including Addendum (“Agreement”) is made as of _____, _____, by and between Pine Prairie Energy Center, LLC, a Delaware limited liability company (“Company”) and _____, a(n) _____, (“Replacement Customer”). Company and Replacement Customer may individually be referred to as “Party” or collectively referred to as “Parties”.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

In accordance with the terms of Company’s Tariff (as defined herein) which is incorporated herein as though set forth verbatim, and this Agreement and the satisfaction of the GT&C(s) 4 and 31 of Company’s Tariff (as defined herein), Replacement Customer may bid on offers to release capacity under Rate Schedules FSS, NNSS, NNSS-EU, FPS, FLS and FWS, as applicable. If at any time a bid submitted by Replacement Customer is accepted with respect to a given capacity release, Company will promptly submit to Replacement Customer the applicable Addendum to this Agreement in the format attached hereto. The Parties agree that each Addendum is an integral part of this Agreement, is binding on the Parties, and that Replacement Customer will be considered for all purposes as a Customer with respect to the released service.

Company and Replacement Customer may enter into a new capacity release service agreement and subject to the terms, conditions and limitations of Company’s tariff on file with FERC, as amended or supplemented from time to time (“Tariff”) and in Rate Schedules FSS, NNSS, NNSS-EU, FPS, FLS and FWS, as applicable. Company agrees to provide the released service for Replacement Customer under the applicable Rate Schedule.

ARTICLE II - TERM OF AGREEMENT

This Agreement will be effective as of _____, _____, and will remain in force and effect on a month-to-month basis unless terminated by either Party upon at least thirty (30) days prior written notice to the other Party. If Company determines at any time that Replacement Customer fails to meet the financial standards or credit criteria of GT&C(s) 4 and 31 of the Tariff. Company may terminate this Agreement and all Addenda attached hereto prospectively in accordance with GT&C(s) 4 and 28 of the Tariff.

ARTICLE III - RATE SCHEDULES

Replacement Customer agrees that Company will have the unilateral right to file with the appropriate Governmental Authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Agreement (b) the terms and conditions of this Agreement, pursuant to which service hereunder is rendered or (c) any provision of the GT&C(s) applicable to this Agreement. Company agrees that the Replacement Customer may protest or contest the aforementioned filings, and the Replacement Customer does not waive any rights it may have with respect to such filings.

ARTICLE IV – NOTICES

Notices will be sent in accordance with GT&C 18 of the Tariff, as follows:

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

COMMERCIAL

COMMERCIAL

Pine Prairie Energy Center, LLC
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

Customer:
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

CONTRACT ADMINISTRATION

CONTRACT ADMINISTRATION

Pine Prairie Energy Center, LLC
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

Customer:
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

BILLING

BILLING

Pine Prairie Energy Center, LLC
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

Customer:
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

Notice received before 5 p.m. Central Clock Time (“CCT”) will be deemed effective the day of receipt. Notice received after 5 p.m. CCT will be deemed effective the day following receipt.

ARTICLE V - RELATIONSHIP BETWEEN REPLACEMENT CUSTOMER AND RELEASING CUSTOMER

If Replacement Customer fails to pay Company, fails to timely pay Company, or otherwise breaches this Agreement or Replacement Customer’s Replacement FSSA, Replacement NNSSA, Replacement NNSSA-EU, Replacement FPSA or Replacement FWSA with Company (a) both Replacement Customer and Releasing Customer (except to the extent otherwise provided in GT&C 4 of the Tariff and except with respect to penalties attributable to Replacement Customer’s conduct) will be liable to Company for such failure to pay or breach (it being understood that nothing in this Article V relieves Releasing Customer from responsibility to pay Company in accordance with its Storage Service Agreements with Company) and (b) if, as a result of such breach by Replacement Customer, Releasing Customer is accordingly required to pay Company or otherwise perform. Releasing Customer may have a cause of action for breach against Replacement Customer.

ARTICLE VI – INCORPORATION OF TARIFF PROVISIONS

This Agreement is subject to the provisions of the Tariff.

ARTICLE VII - LAW OF AGREEMENT

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT WILL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

THE PARTIES MUTUALLY AGREE TO WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH ANY AGREEMENT ENTERED INTO PURSUANT TO THE TARIFF. YES NO

ARTICLE VIII – LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF VALUE, LOSS OF FINANCIAL ADVANTAGE, LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED, AND WILL BE LIMITED, TO ACTUAL DAMAGES ONLY.

ARTICLE IX – PRIOR AGREEMENTS CANCELLED

This Agreement supersedes and cancels the following agreement(s) between the Parties:

Storage Service Agreement number _____, dated _____, _____.

ARTICLE X – MISCELLANEOUS

- 10.1 Except as provided for in GT&C 34 of the Tariff, this Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement will be made except by the execution by both Parties of a written agreement.
- 10.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement will operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.
- 10.3 If any provision of this Agreement is declared null and void or voidable by a Governmental Authority of competent jurisdiction, such declaration will in no way affect the validity or effectiveness of the other provisions of this Agreement, which will remain in full force and effect, and the Parties will thereafter use commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.
- 10.4 No presumption will operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.
- 10.5 This Agreement will not create any rights in third parties, and no provisions hereof will be construed as creating any obligations for the benefit of, or rights in favor of, any Person other than the Parties.
- 10.6 The Parties may enter into a Capacity Release Umbrella Agreement including Addendum pursuant to the Electronic Contracting Procedure set forth in GT&C 34 of the Tariff. Alternatively, this Agreement may be executed in counterparts, and all such executed counterparts will form part of this Agreement. An electronic signature will be deemed to be an original signature for purposes of this Agreement. Documents delivered electronically will be deemed to be originals for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Capacity Release Umbrella Agreement - Addendum
Capacity Release Umbrella Agreement between Company and Customer dated _____

Notes: Add additional lines as necessary. All dates begin and end at 9:00 a.m. CCT.

Deal No.: _____
Addendum Agreement No.: _____
Capacity Release Agreement No.: _____

Releasing Customer
Legal Name: _____

Replacement Customer
Legal Name: _____

Releasor Name: _____
Electronic Transmission: _____

Releasee Name: _____
Electronic Transmission: _____

Firm Storage Service Agreement No. _____ between Company and _____ (Customer) dated _____

Term: _____
Rollover Rights: _____
Right of First Refusal: _____
Maximum Storage Quantity ("MSQ") Dth: _____
Maximum Daily Injection Quantity ("MDIQ") Dth: _____
Maximum Daily Withdrawal Quantity ("MDWQ") Dth: _____
Firm Storage Reservation Charge \$/Dth/Month: _____
Firm Injection Reservation Charge \$/Dth/Month: _____
Firm Withdrawal Reservation Charge \$/Dth/Month: _____
Firm Storage Injection Charge \$/Dth: _____
Firm Storage Withdrawal Charge \$/Dth: _____
Fuel Charge Injection \$/Dth or in-kind%: _____
Fuel Charge Withdrawal \$/Dth or in-kind%: _____
Other Mutually Agreeable Pricing Provisions: _____
Primary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____
Primary Point(s) of Delivery and Maximum Daily Delivery Quantity ("MDDQ") Dth: _____
Secondary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____
Secondary Point(s) of Delivery and Maximum Daily Delivery: ("MDDQ") Dth: _____
Injection Ratchet(s): _____
Withdrawal Ratchet(s): _____
Gas Maximum and Minimum Pressure: _____
Maximum Daily Authorized Injection Overrun (AIO)Quantity Dth: _____
Begin Date and End Date: _____
AIO Point(s) of Receipt and Maximum Daily Receipt Quantity Dth: _____
AIO Charges and Fuel Reimbursement: _____
Maximum Daily Authorized Withdrawal Overrun (AWO)Quantity Dth: _____
Begin Date and End Date: _____
AIO Point(s) of Receipt and Maximum Daily Delivery Quantity Dth: _____
AWO Charges and Fuel Reimbursement: _____

No-Notice Storage Service Agreement No. _____ between Company and _____ (Customer) dated _____

Customer's Companion Firm Storage Service Agreement Number: _____ dated _____
Begin date or event: _____
End date or event: _____
Maximum Daily Deviation Quantity Dth: _____
No-Notice Reservation Charge \$/Dth/Day: _____

Other Mutually Agreeable Pricing Provisions: _____
Deviation Point(s) and No-Notice Daily Quantity Dth: _____
Deviation Charge \$/Dth: _____

End Use Facility No-Notice Storage Service Agreement No. _____ between Company and _____ (Customer) dated _____

Term: _____
Rollover Rights: _____
Customer's Companion Firm Storage Service Agreement Number: _____ dated _____
Begin date or event: _____
End date or event: _____
Maximum Daily Deviation Quantity Dth: _____
End-Use Facility No-Notice Reservation Charge \$/Dth/Day: _____
End Use Facility No-Notice Daily Deviation Quantity Overrun Charge \$/Dth/Day: _____
Other Mutually Agreeable Pricing Provisions: _____
Deviation Point(s) and End Use No-Notice Daily Quantity Dth: _____
End-Use Facility Deviation Charge \$/Dth: _____

Firm Parking Service Agreement No. _____ between Company and _____ (Customer) dated _____

Term: _____
Injection Period and Withdrawal Period: _____
Maximum Park Quantity ("MPQ") Dth: _____
Maximum Daily Injection Quantity ("MDIQ") Dth: _____
Maximum Daily Withdrawal Quantity ("MDWQ") Dth: _____
Firm Parking Reservation Charge \$/Dth/Month: _____
Firm Parking Injection Charge \$/Dth: _____
Firm Parking Withdrawal Charge \$/Dth: _____
Fuel Charge Injection \$/Dth or in-kind%: _____
Fuel Charge Withdrawal \$/Dth or in-kind%: _____
Other Mutually Agreeable Pricing Provisions: _____
Primary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____
Primary Point(s) of Delivery and Maximum Daily Delivery Quantity ("MDDQ") Dth: _____
Secondary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____
Secondary Point(s) of Delivery and Maximum Daily Delivery: ("MDDQ") Dth: _____
Gas Maximum and Minimum Pressure: _____

Firm Loan Service Agreement No. _____ between Company and _____ (Customer) dated _____

Term: _____
Withdrawal Period and Injection Period: _____
Maximum Loan Quantity ("MPQ") Dth: _____
Maximum Daily Injection Quantity ("MDIQ") Dth: _____
Maximum Daily Withdrawal Quantity ("MDWQ") Dth: _____
Firm Loan Reservation Charge \$/Dth/Month: _____
Firm Loan Injection Charge \$/Dth: _____
Firm Loan Withdrawal Charge \$/Dth: _____
Fuel Charge Injection \$/Dth or in-kind%: _____
Fuel Charge Withdrawal \$/Dth or in-kind%: _____
Other Mutually Agreeable Pricing Provisions: _____
Primary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____
Primary Point(s) of Delivery and Maximum Daily Delivery Quantity ("MDDQ") Dth: _____
Secondary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____

Secondary Point(s) of Delivery and Maximum Daily Delivery: ("MDDQ") Dth: _____

Gas Maximum and Minimum Pressure: _____

Firm Wheeling Service Agreement No. _____ between Company and _____ (Customer) dated _____

Begin date or event: _____

End date or event: _____

Maximum Daily Wheeling Quantity ("MDTQ") Dth: _____

Primary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____

Primary Point(s) of Delivery and Maximum Daily Delivery Quantity ("MDDQ") Dth: _____

Secondary Point(s) of Receipt and Maximum Daily Receipt Quantity ("MDRQ") Dth: _____

Secondary Point(s) of Delivery and Maximum Daily Delivery: ("MDDQ") Dth: _____

Firm Wheeling Reservation Charge \$/Dth/Month: _____

Firm Wheeling Charge \$/Dth: _____

Other Mutually Agreeable Pricing Provisions: _____

Is the Replacement Customer Pre-Arranged? Yes No

Is the Prearranged Release to an Asset Manager? Yes No

Is the Prearranged Release to a marketer participating in a state-regulated retail access program? Yes No

Released Agreement No.: _____

Begin date of release: _____

End date of release: _____

Is the release of capacity a total release or partial release? Total Partial

Is the release permanent or temporary? Permanent Temporary

Is the release reservation or volumetric? Reservation Volumetric

Is this an index-based release? Yes No

Comments and Conditions (if applicable) _____

For a non index-based release, state whether to specify dollars and cents or percents of rates in the denomination of bids or, for an index-based release, the offer will specify the index-based formula)

Is this capacity subject to recall? Yes No

Recall Conditions (if applicable) including recall notification periods _____

Is this capacity subject to reput? Yes No

Reput Conditions (if applicable) _____

Are there any restrictions on released capacity? Yes No

Restrictions (if applicable) _____

Were Company's default bid evaluation criteria used? Yes No

Evaluation Criteria (if applicable) _____

Were contingent bids accepted? Yes No

Contingency comments (if applicable) _____

Is inventory included with the release? Yes No

Comments (if applicable) _____

Is the capacity release re-releasable? Yes No

Comments (if applicable) _____

Other Terms and Conditions of Release [*e.g.*, restrictions on release, third-party agent and terms of third-party agency relationship and agreements between Replacement Customer and Releasing Customer]

If applicable, the following provisions may be added to the Addendum.

This Addendum dated _____ will supersede and cancel the Addendum to the Capacity Release Umbrella Agreement dated _____ between Company and Customer.

The Parties may enter into a Capacity Release Umbrella Agreement including Addendum pursuant to the Electronic Contracting Procedure set forth in GT&C 34 of the Tariff. Alternatively, this Agreement may be executed in counterparts, and all such executed counterparts will form part of this Agreement. An electronic signature will be deemed to be an original signature for purposes of this Agreement. Documents delivered electronically will be deemed to be originals for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to Capacity Release Umbrella Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Capacity Release Umbrella Agreement - Attachment to Addendum
Capacity Release Umbrella Agreement between Company and Customer dated _____

- Attach Replacement Customer's new FSSA Exhibit "A"
- Attach Replacement Customer's new NNSSA Exhibit "A"
- Attach Replacement Customer's new NNSSA-EU Exhibit "A"
- Attach Replacement Customer's new FPSA Exhibit "A"
- Attach Replacement Customer's new FLSA Exhibit "A"
- Attach Replacement Customer's new FWSA Exhibit "A"