

[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:

End-Use Facility No-Notice Storage Service Agreement

Execution Copy

Agreement No.

Date

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

7.2(A) END-USE FACILITY NO-NOTICE STORAGE SERVICE AGREEMENT
(For Use Under NNSS-EU Rate Schedule)

This End-Use Facility No-Notice Storage Service Agreement including Exhibits (“Agreement”) is made as of _____, ____, by and between Pine Prairie Energy Center, LLC, a Delaware limited liability company (“Company”) and _____, a(n) _____, (“Customer”) Company and 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, Company will allow Customer to deviate from the summation of Customer’s daily confirmed nomination at Deviation Point under any of Customer’s Storage Service Agreements by an amount, up to and including Customer’s Daily Deviation Quantity at Deviation Point. For each Gas Day, the actual no-notice deviation will be calculated as the difference (positive or negative) between the summation of Customer’s daily confirmed nomination and the actual Gas delivered during the Gas Day at Deviation Point.

Company will apply any such deviation against Customer’s FSS Storage Inventory under Customer’s companion Firm Storage Service Agreement (“FSSA”) without the need to comply with the deadlines for nomination under GT&C 8 of the Tariff, provided that: (a) Customer will at all times be subject to the Maximum Daily Injection Quantity (“MDIQ”), Maximum Daily Withdrawal Quantity (“MDWQ”), Maximum Daily Receipt Quantity (“MDRQ”), Maximum Daily Delivery Quantity (“MDDQ”), and ratchets, all set forth on Customer’s companion Firm Storage Service Agreement (“FSSA”), and Customer’s Daily Deviation Quantity and at Deviation Point set forth on Exhibit “A”; and (b) no-notice deviations will not cause Customer’s companion FSS Storage Inventory to exceed the Maximum Storage Quantity (“MSQ”), under Customer’s companion FSSA or cause Customer’s companion FSS Storage Inventory to be less than zero (0).

ARTICLE II – DEVIATION POINT(S)

Point(s) at which Gas is to be received and delivered under this Agreement will be the Deviation Point set forth on Exhibit “A” (“Deviation Point”).

ARTICLE III – RATES AND CHARGES

Customer agrees to pay Company the charges set forth on the applicable Exhibit “A” and all other applicable rates and charges set forth in Company’s tariff on file with the FERC, as amended or supplemented from time to time (“Tariff”) and in Rate Schedule and Rate Statement NNSS-EU. DDQ charges and DDQ Overrun charges set forth on Exhibit “A” will be invoiced under Customer’s companion FSSA.

ARTICLE IV – TERM OF AGREEMENT

The term of this Agreement is set forth on Exhibit “A”.

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

CONTRACT ADMINISTRATION CONTRACT ADMINISTRATION

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

BILLING BILLING

Pine Prairie Energy Center, LLC Customer:
Attention: Attention:
Address Line 1 Address Line 1
Address Line 2 Address Line 2
Office Phone: Office Phone:
Cell Phone: Cell Phone:
Electronic Transmission: 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 VI - 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 VII – 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 VIII – PRIOR AGREEMENTS CANCELLED

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

Storage Service Agreement number _____, dated _____, _____.

ARTICLE IX – MISCELLANEOUS

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 The Parties may enter into an End-Use Facility No-Notice Storage Service Agreement including Exhibits 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: _____

End-Use Facility No-Notice Firm Storage Service Agreement (Rate Schedule NNSS-EU) - Exhibit "A"
End-Use No-Notice Storage Service Agreement between Company and Customer dated _____

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

This Agreement will be effective as of _____, ____ and will remain in force and effect until _____, ____ ("Primary Term").

Rollover Rights:

- This Agreement will renew through _____ [insert date] ("Renewal Term") unless either Party gives written notice of termination to the other Party not less than _____ prior to the end of the Primary Term. If such termination notice is given, this Agreement will terminate at the end of the then effective Primary Term.
- This Agreement will renew for subsequent terms of _____ [insert time period] (each a "Renewal Term") unless either Party gives written notice of termination to the other Party not less than _____ prior to the end of the Primary Term or any Renewal Term, whichever is applicable. If such termination notice is given, this Agreement will terminate at the end of the then effective Primary Term or Renewal Term.
- Rollover does not apply.

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)	End-Use Facility No-Notice Daily Quantity Dth/Day	Deviation Charge \$/Dth
_____	_____	_____

If applicable, the following provisions may be added to Exhibit "A".

This Exhibit dated _____ will supersede and cancel _____ dated _____ between Company and Customer.

The Parties may enter into an End-Use Facility No-Notice Storage Service Agreement including Exhibits 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 Exhibit to the End-Use Facility No-Notice Storage Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____