

[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:

Enhanced Storage Service Agreement

Execution Copy

Agreement No.

Date

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

7.6 ENHANCED STORAGE SERVICE AGREEMENT (For Use Under Rate Schedule ESS)

This Enhanced 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 receive Gas on any Day at Point(s) of Receipt, upon nomination and confirmation, up to the Maximum Daily Injection Quantity (“MDIQ”), plus fuel, subject to the Maximum Daily Receipt Quantity (“MDRQ”) and injection ratchets, and the injection of Gas into storage, provided that Customer’s ESS Storage Inventory has not exceeded the Maximum Storage Quantity (“MSQ”); storage of Gas up to the MSQ; withdrawal of Gas from storage on any Day, upon nomination and confirmation, up to the Maximum Daily Withdrawal Quantity (“MDWQ”), subject to the Maximum Daily Delivery Quantity (“MDDQ”), withdrawal ratchets and Fuel Charge; and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in its ESS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day. Customer will withdraw sufficient quantities of Gas to ensure that its ESS Storage Inventory equals zero (0) at the expiration or termination of Customer’s ESSA. Customer’s MDIQ, MDRQ, MSQ, MDWQ, MDDQ and injection and withdrawal ratchets are all set forth on Exhibit “A”.

ARTICLE II – POINT(S) OF RECEIPT AND DELIVERY

Point(s) at which Gas is to be tendered by Customer to Company under this Agreement will be the point(s) set forth on Exhibit “A” (“Point(s) of Receipt”).

Point(s) at which Gas is to be tendered by Company to Customer under this Agreement will be the point(s) set forth on Exhibit “A” (“Point(s) of Delivery”).

ARTICLE III – RATES AND CHARGES

Customer agrees to pay Company the charges set forth on Exhibit “A” and all other applicable rates and charges set forth in Company’s tariff on file with FERC, as amended or supplemented from time to time (“Tariff”) and in Rate Schedule and Rate Statement ESS.

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 Enhanced 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: _____

Enhanced Storage Service Agreement (Rate Schedule ESS) - Exhibit "A"
Enhanced 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 _____, ____ provided that this Agreement will remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

Maximum Storage Quantity ("MSQ") Dth: _____

Maximum Daily Injection Quantity ("MDIQ") Dth: _____

Maximum Daily Withdrawal Quantity ("MDWQ") Dth: _____

Enhanced Storage Charge \$/Dth/time period: _____

Maximum Daily Receipt Quantity ("MDRQ") Dth

Point(s) of Receipt	MDRQ Dth	Enhanced Storage Injection Charge \$/Dth	Fuel Charge \$/Dth on Injection	Fuel Charge in-kind % on Injection
_____	_____	_____	_____	_____

Maximum Daily Delivery Quantity ("MDDQ") Dth

Point(s) of Delivery	MDDQ Dth	Enhanced Storage Withdrawal Charge \$/Dth	Fuel Charge \$/Dth on Withdrawal	Fuel Charge in-kind % on Withdrawal
_____	_____	_____	_____	_____

The quantity of Gas Customer may inject or withdraw at any time will be subject to the following ratchet provisions.

Injection Ratchets		Withdrawal Ratchets	
Level of MSQ	MDIQ Multiplier	Level of MSQ	MDWQ Multiplier
<input type="checkbox"/> 0% - 40%	100%	<input type="checkbox"/> 100% - 60%	100%
Greater than 40% up to 63%	66.7%	Less than 60% down to 40%	75%
Greater than 63% up to 75%	33.3%	Less than 40% down to 20%	60%
Greater than 75% up to 87%	25%	Less than 20% down to 0%	40%
Greater than 87% up to 100%	17%		
<input type="checkbox"/> 0% - 40%	100%	<input type="checkbox"/> 100% - 30%	100%
Greater than 40% up to 65%	50%	Less than 30% down to 0%	25%
Greater than 65% up to 100%	25%		
<input type="checkbox"/> 0% - 40%	100%	<input type="checkbox"/> 100% - 40%	100%
Greater than 40% up to 60%	75%	Less than 40% down to 20%	75%
		Less than 20% down to 0%	50%

- | | | | | | |
|--------------------------|-----------------------------|------|--------------------------|---------------------------|------|
| | Greater than 60% up to 80% | 60% | <input type="checkbox"/> | 100% - 20% | 100% |
| | Greater than 80% up to 100% | 40% | | Less than 20% down to 10% | 75% |
| | | | | Less than 10% down to 0% | 50% |
| <input type="checkbox"/> | 0% - 70% | 100% | | | |
| | Greater than 70% up to 100% | 25% | <input type="checkbox"/> | No Withdrawal Ratchets | |
| <input type="checkbox"/> | 0% - 60% | 100% | | | |
| | Greater than 60% up to 80% | 80% | | | |
| | Greater than 80% up to 100% | 60% | | | |
| <input type="checkbox"/> | 0% - 80% | 100% | | | |
| | Greater than 80% up to 90% | 80% | | | |
| | Greater than 90% up to 100% | 65% | | | |
| <input type="checkbox"/> | No Injection Ratchets | | | | |

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

Pursuant to GT&C 11 of the Tariff, unless otherwise agreed, Gas that is delivered at Point(s) of Receipt and Point(s) of Delivery will be at the varying pressure that may exist in Company's System from time to time.

Point(s)	Receipt/Delivery	Minimum Pressure	Maximum Pressure
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This Exhibit dated _____ will supersede and cancel _____ dated _____ between Company and Customer.

The Parties may enter into an Enhanced 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 Enhanced Storage Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____