

[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:

Firm Wheeling Service Agreement

Execution Copy

Agreement No.

Date

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

7.5 FIRM WHEELING SERVICE AGREEMENT
(For Use Under Rate Schedule FWS)

This Firm Wheeling 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, and redeliver Gas at Point(s) of Delivery, subject to Fuel Charge, upon nomination and confirmation, up to the Maximum Daily Wheeling Quantity (“MDTQ”), subject to the applicable Maximum Daily Receipt Quantity (“MDRQ”) and Maximum Daily Delivery Quantity (“MDDQ”). Customer’s MDTQ, MDRQ and MDDQ 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 FWS Statement.

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
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 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 a Firm Wheeling 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: _____

Firm Wheeling Service Agreement (Rate Schedule FWS) - Exhibit "A"
Firm Wheeling Service Agreement between Company and Customer dated _____

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

Begin date or event: _____

End date or event: _____

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

Primary Point(s) of Receipt	Maximum Daily Receipt Quantity ("MDRQ") Dth	Primary Point(s) of Delivery	Maximum Daily Delivery Quantity ("MDDQ") Dth	Firm Wheeling Charge \$/Dth	Fuel Charge \$/Dth or in-kind %
_____	_____	_____	_____	_____	_____

Firm Wheeling Reservation Charge \$/Dth/time period: _____

Other Mutually Agreeable Pricing Provisions: _____

Customer does not have the right to use Secondary Point(s) of Receipt or Secondary Point(s) of Delivery.

Customer has the right to use Secondary Point(s) of Receipt and Secondary Point(s) of Delivery.

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

Secondary Point(s) of Receipt	Maximum Daily Receipt Quantity ("MDRQ") Dth	Secondary Point(s) of Delivery	Maximum Daily Delivery Quantity ("MDDQ") Dth	Firm Wheeling Charge \$/Dth	Fuel Charge \$/Dth or in-kind %
_____	_____	_____	_____	_____	_____

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
_____	_____	_____	_____

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

The Parties may enter into a Firm Wheeling 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 Firm Wheeling Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____