

7.0 FORMS OF SERVICE AGREEMENTS - INDEX

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[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 Storage Service Agreement

Execution Copy

Agreement No.

Date

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

7.1 FIRM STORAGE SERVICE AGREEMENT (For Use Under Rate Schedule FSS)

This Firm 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 FSS 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 FSS 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 FSS Storage Inventory equals zero (0) at the expiration or termination of Customer’s FSSA. Customer’s MDIQ, MDRQ, MSQ, MDWQ, MDDQ and injection and withdrawal ratchets are all set forth on Exhibit “A” and Exhibit “B” if applicable.

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” and Exhibit “B” (“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” and Exhibit “B” (“Point(s) of Delivery”).

ARTICLE III – RATES AND CHARGES

Customer agrees to pay Company the charges set forth on Exhibit “A” and Exhibit “B” 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 FSS.

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 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: _____

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

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.

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: _____

Other Mutually Agreeable Pricing Provisions: _____

Primary Point(s) of Receipt and Point(s) of Delivery

Maximum Daily Receipt Quantity ("MDRQ")

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

Maximum Daily Delivery Quantity (“MDDQ”)

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

Secondary Point(s) of Receipt and Point(s) of Delivery

- 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.

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

Point(s) of Delivery	MDDQ Dth	Firm 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"/> 100% - 40%	100%	
			Less than 40% down to 20%	75%	
<input type="checkbox"/> 0% - 40%	100%		Less than 20% down to 0%	50%	
Greater than 40% up to 60%	75%				
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%		<input type="checkbox"/> No Withdrawal Ratchets		
Greater than 70% up to 100%	25%				
<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
_____	_____	_____	_____

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

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

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Firm Storage Service Agreement (Rate Schedule FSS) - Exhibit "B"
 Firm 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.

Maximum Daily Authorized Injection Overrun ("AIO") Quantity Dth: _____

Begin date or event: _____

End date or event: _____

Maximum Daily Receipt Quantity ("MDRQ")

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

Maximum Daily Authorized Withdrawal Overrun ("AWO") Quantity Dth: _____

Begin date or event: _____

End date or event: _____

Maximum Daily Delivery Quantity ("MDDQ")

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

Other Mutually Agreeable Pricing Provisions: _____

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

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

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

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[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:

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 NO-NOTICE STORAGE SERVICE AGREEMENT
(For Use Under Rate Schedule NNSS)

This 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 Customer’s daily confirmed nomination under Customer’s companion Firm Storage Service Agreement (“FSSA”) by an amount equal to Customer’s No-Notice Daily Deviation Quantity (“DDQ”) at Deviation Point(s), all set forth on the applicable Exhibit “A” upon confirmation from both Customer and Transporter(s), that Customer has secured upstream or downstream transportation with Transporter(s) for compatible service for receiving and delivering Gas to and from the System, and that both Company and Customer’s Transporter(s)’s facilities and systems are able to provide the service Customer requested. Customer and Company may enter into more than one Exhibits “A” during the term of this Agreement, covering multiple transactions for No-Notice Storage Service.

Company will apply any such deviation against Customer’s FSS Storage Inventory under Customer’s companion 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 FSSA and Customer’s Daily Deviation Quantity and at Deviation Point(s) 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 a 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(s) set forth on the applicable Exhibit “A”.

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. DDQ charges set forth on the applicable Exhibit “A” will be invoiced under Customer’s companion FSSA.

ARTICLE IV – TERM OF AGREEMENT

This Agreement will be effective as of _____, _____, and will remain in force and effect until the later of the expiration of Customer’s Companion Firm Storage Service Agreement set forth on Exhibit “A” and any transactions entered into by the Parties pursuant to this Agreement.

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 a 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: _____

No-Notice Storage Service Agreement (Rate Schedule NNSS) - Exhibit "A"
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.

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)	No-Notice Daily Quantity Dth	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 a 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 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: _____

[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”.

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: _____

[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 Parking Service Agreement

Execution Copy

Agreement No.

Date

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

7.3 FIRM PARKING SERVICE AGREEMENT (For Use Under Rate Schedule FPS)

This Firm Parking 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 during the Injection Period 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 the injection of Gas into storage, provided that Customer’s FPS Storage Inventory has not exceeded the Maximum Park Quantity (“MPQ”); the tender by Customer of sufficient quantities of Gas to ensure that its FPS Storage Inventory equals the MPQ at the end of the Injection Period; the storage of Gas equal to the MPQ; the withdrawal of Gas from storage on any Day during the Withdrawal Period, upon nomination and confirmation, up to the Maximum Daily Withdrawal Quantity (“MDWQ”), subject to the Maximum Daily Delivery Quantity (“MDDQ”) and Fuel Charge, and delivery of Gas to Point(s) of Delivery, provided that Customer has a quantity of Gas in its FPS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day; the withdrawal of sufficient quantities of Gas to ensure that Customer’s FPS Storage Inventory equals zero (0) at the end of the Withdrawal Period. Customer’s MDIQ, MDRQ, MPQ, MDWQ, MDDQ and Injection and Withdrawal Periods are 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 FPS.

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 Parking 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 Parking Service Agreement (Rate Schedule FPS) - Exhibit “A”
 Firm Parking 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.

Injection Period: _____

Withdrawal Period: _____

Maximum Park Quantity (“MPQ”) Dth: _____

Maximum Daily Injection Quantity (“MDIQ”) Dth: _____

Maximum Daily Withdrawal Quantity (“MDWQ”) Dth: _____

Maximum Daily Receipt Quantity (“MDRQ”)	Maximum Daily Delivery Quantity (“MDDQ”)
---	--

Primary Point(s) of Receipt	MDRQ Dth	Primary Point(s) of Delivery	MDDQ Dth
_____	_____	_____	_____

- 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.

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

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: _____

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

Secondary Point(s) of Receipt	MDRQ Dth	Secondary Point(s) of Delivery	MDDQ Dth
_____	_____	_____	_____

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 Parking 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 Parking Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[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 Loan Service Agreement

Execution Copy

Agreement No.

Date

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

7.4 FIRM LOAN SERVICE AGREEMENT
(For Use Under Rate Schedule FLS)

This Firm Loan 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 advance to Customer Gas for withdrawal on any Day during the Withdrawal Period, upon nomination and confirmation, up to the Maximum Daily Withdrawal Quantity (“MDWQ”), subject to the Maximum Daily Delivery Quantity (“MDDQ”) and Fuel Charge and delivery of Gas to Point(s) of Delivery, provided, that Customer’s total withdrawals of Gas will not exceed the Maximum Loan Quantity (“MLQ”); the withdrawal by Customer of sufficient quantities of Gas to ensure that Customer’s total withdrawals equal the MLQ at the end of the Withdrawal Period; and the receipt by Company of Gas on any Day during the Injection Period 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 the injection into storage, provided that Customer’s FLS Storage Inventory equals zero (0) at the end of the Injection Period. Customer’s MDWQ, MDDQ, MLQ, MDIQ, MDRQ, and Withdrawal and Injection and Periods are 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 FLS.

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 a Firm Loan 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: _____

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

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

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[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: _____

[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
----------	------------------	------------------	------------------

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: _____

[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:

Interruptible Storage Service Agreement

Execution Copy

Agreement No.

Date

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

7.7 INTERRUPTIBLE STORAGE SERVICE AGREEMENT (For Use Under Rate Schedule ISS)

This Interruptible 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 ISS 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 ISS 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 ISS Storage Inventory equals zero (0) at the expiration or termination of Customer’s ISSA. 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 ISS.

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 Interruptible 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: _____

Interruptible Storage Service Agreement (Rate Schedule ISS) - Exhibit "A"
 Interruptible 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: _____

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

Other Mutually Agreeable Pricing Provisions: _____

Maximum Daily Receipt Quantity ("MDRQ") Dth

Point(s) of Receipt	MDRQ Dth	Interruptible 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	Interruptible 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"/> 100% - 40%	100%	

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

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

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

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[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:

Hub Service Agreement

Execution Copy

Agreement No.

Date

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

7.8 HUB SERVICE AGREEMENT

(For Use Under Rate Schedules EPS, ELS, EWS, IPS, ILS, IWS and IBS)

This Hub 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 provide Interruptible service for Customer and will receive, inject, store, park, loan, wheel, balance, withdraw and deliver, as the case may be, quantities of Gas up to the Maximum Daily Injection Quantity (“MDIQ”), Maximum Daily Withdrawal Quantity (“MDWQ”), Maximum Storage Quantity (“MSQ”), Maximum Park Quantity (“MPQ”), Maximum Loan Quantity (“MLQ”), Maximum Daily Wheeling Quantity (“MDTQ”), Maximum Daily Receipt Quantity (“MDRQ”) and Maximum Daily Delivery Quantity (“MDDQ”) as applicable, all as set forth on the applicable Exhibits “A” through “G”. Customer and Company may enter into more than one of each of Exhibits “A” through “G” during the term of this Agreement, covering multiple transactions for hub service.

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” through Exhibit “G” (“Point(s) of Receipt”)

Points (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” through Exhibit “G” (“Point(s) of Delivery”)

ARTICLE III – RATES AND CHARGES

Customer agrees to pay Company the charges set forth on the applicable Exhibits 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 Schedules and Rate Statements EPS, ELS, EWS, IPS, ILS, IWS and IBS as applicable.

ARTICLE IV – 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, provided that this Agreement will remain in effect until the expiration of any transactions entered into by the Parties pursuant to this Agreement.

ARTICLE V – NOTICES

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

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

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 Hub 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: _____

Hub Service Agreement (Rate Schedule EPS) - Exhibit "A"
Hub Service Agreement between Company and Customer dated _____

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

Injection Period: _____

Withdrawal Period: _____

Maximum Park Quantity ("MPQ") Dth: _____

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

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

Maximum Daily Receipt Quantity ("MDRQ") Maximum Daily Delivery Quantity ("MDDQ")

Table with 4 columns: Point(s) of Receipt, MDRQ Dth, Point(s) of Delivery, MDDQ Dth.

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

Enhanced Parking Injection Charge \$/Dth: _____

Enhanced Parking Withdrawal Charge \$/Dth: _____

Fuel Charge Injection \$/Dth or in-kind%: _____

Fuel Charge Withdrawal \$/Dth or in-kind%: _____

Other Mutually Agreeable Pricing Provisions: _____

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.

Table with 4 columns: 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 Hub 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 Hub Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Hub Service Agreement (Rate Schedule ELS) - Exhibit "B"
Hub Service Agreement between Company and Customer dated _____

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

Withdrawal Period: _____

Injection Period: _____

Maximum Loan Quantity ("MLQ") Dth: _____

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

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

Maximum Daily Receipt Quantity ("MDRQ")

Maximum Daily Delivery Quantity ("MDDQ")

Point(s)
of Receipt

MDRQ
Dth

Point(s)
of Delivery

MDDQ
Dth

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

Enhanced Loan Injection Charge \$/Dth: _____

Enhanced Loan Withdrawal Charge \$/Dth: _____

Fuel Charge Injection \$/Dth or in-kind%: _____

Fuel Charge Withdrawal \$/Dth or in-kind%: _____

Other Mutually Agreeable Pricing Provisions: _____

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

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 Hub 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 Hub Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Hub Service Agreement (Rate Schedule EWS) - Exhibit "C"
Hub 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: _____

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

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

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

Other Mutually Agreeable Pricing Provisions: _____

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

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 Hub 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 Hub Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Hub Service Agreement (Rate Schedule IWS) - Exhibit "F"
Hub 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: _____

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

Other Mutually Agreeable Pricing Provisions: _____

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

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 Hub 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 Hub Service Agreement to be duly executed by their authorized agents.

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

PINE PRAIRIE ENERGY CENTER, LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[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

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 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"