

[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 the ___ day of _____, by and between PERRYVILLE GAS STORAGE LLC, a Delaware limited liability company, herein called “PERRYVILLE STORAGE”, and _____ a(n) _____, herein called “Customer,” (PERRYVILLE STORAGE and Customer may individually be referred to as “Party” or collectively referred to as “Parties”) pursuant to the following recitals and representations:

NOW, THEREFORE, PERRYVILLE STORAGE and Customer agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

Following the commencement of service hereunder, in accordance with the terms of PERRYVILLE STORAGE’s Rate Schedule FSS, and of this Agreement, PERRYVILLE STORAGE on any Day shall receive for injection into Customer’s FSS Storage Inventory, Customer’s Gas upon nomination and confirmation, at Customer’s Point of Receipt, subject to Customer’s (i) Maximum Daily Receipt Quantity (“MDRQ”); (ii) Maximum Daily Injection Quantity (“MDIQ”) (iii) injection ratchets; and (iv) Maximum Storage Quantity (“MSQ”), all set forth on Exhibit “A”. PERRYVILLE STORAGE on any Day shall deliver from Customer’s FSS Storage Inventory Customer’s Gas, upon nomination and confirmation, to Customer’s Point(s) of Delivery, subject to Customer’s (i) Maximum Daily Withdrawal Quantity (“MDWQ”); (ii) Maximum Daily Delivery Quantity (“MDDQ”); and (iii) withdrawal ratchets, all set forth on Exhibit “A”; and (iv) Customer having a quantity of Gas in Customer’s FSS Storage Inventory not less than the quantity Customer nominated for withdrawal on such Day.

ARTICLE II – POINTS OF RECEIPT AND DELIVERY

The point(s) at which Gas is to be tendered by Customer to PERRYVILLE STORAGE under this Agreement shall be the point(s) set forth on Exhibit “A” and Exhibit “B” (“Point(s) of Receipt”).

The point(s) at which Gas is to be tendered by PERRYVILLE STORAGE to Customer under this Agreement shall 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 PERRYVILLE STORAGE the charges set forth on Exhibit “A” and Exhibit “B” and all other applicable rates and charges set forth in PERRYVILLE STORAGE’s tariff on file with the FERC, as amended or supplemented from time to time (“Tariff”) and in the FSS Rate Schedule.

Customer shall reimburse PERRYVILLE STORAGE for all applicable taxes as may be assessed against PERRYVILLE STORAGE for the receipt, injection, storage, withdrawal, or delivery of Customer’s Gas. In addition, Customer shall reimburse PERRYVILLE STORAGE for Customer’s pro rata portion, calculated using the same methodology as that used to assess the tax; of all ad valorem taxes, property taxes, or other similar taxes on Customer’s Gas assessed against and paid by PERRYVILLE STORAGE.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in PERRYVILLE STORAGE's Rate Schedule FSS and the provisions of PERRYVILLE STORAGE's Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions of this Tariff applicable thereto (including any changes in said Rate Schedule, Tariff, or General Terms and Conditions, as may from time to time be filed and made effective by PERRYVILLE STORAGE).

ARTICLE V - TERM OF AGREEMENT

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

ARTICLE VI – NOTICES

Notices shall be sent in accordance with GT&C 6.18 of PERRYVILLE STORAGE's Tariff, as follows:

PERRYVILLE GAS STORAGE LLC	CUSTOMER _____
COMMERCIAL	COMMERCIAL
PERRYVILLE GAS STORAGE LLC Attention: Address Line 1 Address Line 2 Telephone: E-Mail:	Customer Attention: Address Line 1 Address Line 2 Telephone: E-Mail:
CONTRACT ADMINISTRATION	CONTRACT ADMINISTRATION
PERRYVILLE GAS STORAGE LLC Attention: Address Line 1 Address Line 2 Telephone: E-Mail:	Customer Attention: Address Line 1 Address Line 2 Telephone: E-Mail:
BILLING	BILLING
PERRYVILLE GAS STORAGE LLC Attention: Address Line 1 Address Line 2 Telephone: E-Mail:	Customer Attention: Address Line 1 Address Line 2 Telephone: E-Mail:

In all instances, the Parties shall use their reasonable efforts to provide notice prior to 5 p.m. Central Clock Time. Notice received before 5 p.m. Central Clock Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Central Clock Time shall be deemed effective the day following receipt.

ARTICLE VII - LAW OF AGREEMENT

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

ARTICLE VIII - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES

UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL 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 SHALL BE LIMITED, TO ACTUAL DAMAGES ONLY.

ARTICLE IX - PRIOR AGREEMENTS CANCELLED

This Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the Parties hereto:

Firm Storage Service Agreement No. _____ dated _____, _____.

ARTICLE X - WAREHOUSEMEN'S LIEN

10.1 CUSTOMER HEREBY ACKNOWLEDGES THAT PERRYVILLE STORAGE SHALL BE ENTITLED TO, AND PERRYVILLE STORAGE HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY PERRYVILLE STORAGE FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY PERRYVILLE STORAGE, AS PROVIDED IN SECTION 7-209 OF THE TEXAS UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT PERRYVILLE STORAGE SHALL BE ENTITLED TO, AND PERRYVILLE STORAGE HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

10.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE TEXAS UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY AGREES THAT:

- (i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY PERRYVILLE STORAGE TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN PERRYVILLE STORAGE'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE TEXAS UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;
- (ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT A OF THIS AGREEMENT, AND THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 6.14.1 OF THE GENERAL TERMS AND CONDITIONS);

- (iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;
- (iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT; AND
- (v) THE SIGNATURE OF PERRYVILLE STORAGE ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

ARTICLE XI – MISCELLANEOUS

- 11.1 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 shall be made except by the execution by both Parties of a written agreement.
- 11.2 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 shall 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.
- 11.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.
- 11.4 No presumption shall 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.
- 11.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than PERRYVILLE STORAGE and Customer.
- 11.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. An electronic signature shall be deemed to be an original signature for purposes of this Agreement. Documents delivered electronically shall be deemed to be originals for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A" No. _____ dated _____ to the Firm Storage Service Agreement, No. _____
dated _____ between PERRYVILLE STORAGE and _____ (Customer)

I. Term

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

Rollover Rights

- Thereafter, this Agreement shall continue for successive terms of ____Month(s) each (the "Renewal Term"), provided that the original Primary Term was for a period of at least twelve (12) consecutive Months, unless either party gives ____ Days' written notice to the other party prior to the end of the Primary Term or any Renewal Term thereafter.
- Rollover does not apply.

Right of First Refusal

- PERRYVILLE STORAGE has agreed to provide a contractual right of first refusal to Customer. Accordingly, Customer may extend the Primary Term of this Agreement pursuant to the procedures set forth in Section 5.1.7. of Rate Schedule FSS of PERRYVILLE STORAGE's Tariff.
- Right of First Refusal does not apply.

II. Maximum Quantities

- A. Maximum Storage Quantity ("MSQ")
Effective date or event: _____ MSQ _____ Dth
_____ Dth
- B. Maximum Daily Injection Quantity ("MDIQ")
Effective date or event: _____ MDIQ _____ Dth
_____ Dth
- C. Maximum Daily Withdrawal Quantity ("MDWQ")
Effective date or event: _____ MDWQ _____ Dth
_____ Dth

III. Rates and Charges

Date or event: _____
Firm Storage Reservation Charge _____ \$/Dth/Month

IV. Primary Point(s) of Receipt and primary Point(s) of Delivery

Maximum Daily Receipt Quantity ("MDRQ")
 Effective date or event: _____

Primary Point of Receipt	MDRQ	Firm Storage Injection Charge	Fuel In-kind % on Injection	Fuel \$/Dth on Injection
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Maximum Daily Delivery Quantity ("MDDQ")
 Effective date or event: _____

Primary Point of Delivery	MDDQ	Firm Storage Withdrawal Charge	Fuel In-kind % on Withdrawal	Fuel \$/Dth on Withdrawal
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

V. Secondary Point(s) of Receipt and secondary Point(s) of Delivery

Effective date or event: _____

- Customer shall not have the right to use secondary Point(s) of Receipt or secondary Point(s) of Delivery.
- Customer shall have the right to use secondary Point(s) of Receipt and secondary Point(s) of Delivery.

Effective date or event: _____

Maximum Daily Receipt Quantity ("MDRQ")

Secondary Point of Receipt	MDRQ	Firm Storage Injection Charge	Fuel In-kind % on Injection	Fuel \$/Dth on Injection
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Maximum Daily Delivery Quantity ("MDDQ")

Effective date or event: _____

Secondary Point of Delivery	MDDQ	Firm Storage Withdrawal Charge	Fuel In-kind % on Withdrawal	Fuel \$/Dth on Withdrawal
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

VI. Ratchets

Effective date or event: _____

The quantity of Gas Customer may inject or withdraw at any time shall 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% - 80%	100%	<input type="checkbox"/> 100% - 30%	100%
<input type="checkbox"/> Greater than 80% up to 90%	75%	<input type="checkbox"/> Less than 30% down to 15%	75%
<input type="checkbox"/> Greater than 90% up to 100%	50%	<input type="checkbox"/> Less than 15% down to 0%	50%
<input type="checkbox"/> No Injection Ratchets		<input type="checkbox"/> No Withdrawal Ratchets	

VI. Supersession and Replacement of Prior Exhibit "A"

This Exhibit as of the date hereof, shall supersede and cancel Exhibit "A No. _____ dated _____ to Firm Storage Service Agreement, No. _____ dated _____, _____.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "B" No. _____ dated _____ to the Firm Storage Service Agreement No. _____
dated _____ between PERRYVILLE STORAGE and _____ (Customer)

I. Maximum Daily Authorized Injection Overrun ("AIO") Quantity

Date or event	AIO Quantity
_____	_____ Dth
_____	_____ Dth

AIO - Point(s) of Receipt

Begin date or event: _____
End date or event: _____

AIO Point of Receipt	AIO Quantity	AIO Charge	Fuel In-kind % on Injection	Fuel \$/Dth on Injection
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

II. Maximum Daily Authorized Withdrawal Overrun ("AWO") Quantity

Date or event	AWO Quantity
_____	_____ Dth
_____	_____ Dth

AWO - Point(s) of Delivery

Begin date or event: _____
End date or event: _____

AWO Point of Delivery	AWO Quantity	AWO Charge	Fuel In-kind % on Withdrawal	Fuel \$/Dth on Withdrawal
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

III. Supersession and Replacement of Prior Exhibit "B"

This Exhibit as of the date hereof, shall supersede and cancel Exhibit "B" No. _____ dated _____
to Firm Storage Service Agreement, No. _____ dated _____, _____.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____