

[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 Services Agreement

Execution Copy

Agreement No.

Date

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

7.3 HUB SERVICES AGREEMENT

(For Use Under Rate Schedules Rate Schedules IPS, ILS, IWS, IBTS and IBS)

This HUB Services Agreement including exhibits and transaction confirmations (“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”).

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

ARTICLE I – SCOPE OF AGREEMENT

Following commencement of service hereunder, in accordance with the terms of PERRYVILLE STORAGE’s Rate Schedules IPS, ILS, IWS, IBTS and IBS as applicable, and of this Agreement, PERRYVILLE STORAGE shall provide Interruptible service for Customer and shall receive, inject, park, store, wheel, loan, balance, withdraw and deliver, as the case may be, quantities of Gas up to Customer’s Maximum Daily Injection Quantity (“MDIQ”), Maximum Daily Withdrawal Quantity (“MDWQ”), Maximum Storage Quantity (“MSQ”), Maximum Park Quantity (“MPQ”), Maximum Loan Quantity (“MLQ”) and Maximum Daily Wheeling Quantity (“MDTQ”), as applicable, as set forth on Exhibits “A”, “B”, “C”, “D” and “E”. Customer and PERRYVILLE STORAGE may execute more than one of each of Exhibits “A”, “B”, “C”, “D” and “E” during the term of this Agreement, covering multiple transactions for Interruptible service.

ARTICLE II – POINTS OF RECEIPT AND DELIVERY

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

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

ARTICLE III – RATES AND CHARGES

Customer agrees to pay PERRYVILLE STORAGE the charges as set forth on Exhibits “A”, “B”, “C”, “D” and “E” and Customer agrees to pay PERRYVILLE STORAGE 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 Rate Schedules IPS, ILS, IWS, IBTS and IBS, as applicable.

Customer shall reimburse PERRYVILLE STORAGE for all applicable taxes as may be assessed against PERRYVILLE STORAGE for the receipt, injection, parking, loaning, balancing, 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 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:

Hub 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 herein written above.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT "A" No. _____ dated _____ to the Hub Services Agreement
dated _____ between PERRYVILLE STORAGE and _____ (Customer)
Interruptible Parking Service (Rate Schedule IPS)

I. Park Term

Injection Period Start Date _____
Injection Period End Date _____
Withdrawal Period Start Date _____
Withdrawal Period End Date _____

II. Maximum Quantities

A.	Maximum Park Quantity ("MPQ")	
	Date or event	MPQ
	_____	_____ Dth
	_____	_____ Dth
B.	Maximum Daily Injection Quantity ("MDIQ")	
	Date or event	MDIQ
	_____	_____ Dth
	_____	_____ Dth
C.	Maximum Daily Withdrawal Quantity ("MDWQ")	
	Date or event	MDWQ
	_____	_____ Dth
	_____	_____ Dth

III. Point(s) of Receipt and Point(s) of Delivery

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

Date or event: _____

POINT(S) OF RECEIPT	MDRQ
_____	_____ Dth
_____	_____ Dth
POINT(S) OF DELIVERY	MDDQ
_____	_____ Dth
_____	_____ Dth

IV. Rates and Charges

Date or event: _____

Interruptible Parking Charge	_____	\$/Dth/Day
Interruptible Parking Injection Charge	_____	\$/Dth
Interruptible Parking Withdrawal Charge	_____	\$/Dth
Fuel Reimbursement	_____	\$/Dth or in-kind %

V. Supersession and Replacement of Prior Exhibit "A"

This Transaction Confirmation as of the date hereof, shall supersede and cancel Exhibit "A" No. _____ dated _____ to Hub Services 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 Hub Services Agreement
dated _____ between PERRYVILLE STORAGE and _____ (Customer)
Interruptible Loan Service (Rate Schedule ILS)

I. Loan Term

Withdrawal Period Start Date _____
Withdrawal Period End Date _____
Injection Period Start Date _____
Injection Period End Date _____

II. Maximum Quantities

A.	Maximum Loan Quantity ("MLQ")	
	Date or event	MLQ
	_____	_____ Dth
	_____	_____ Dth
B.	Maximum Daily Injection Quantity ("MDIQ")	
	Date or event	MDIQ
	_____	_____ Dth
	_____	_____ Dth
C.	Maximum Daily Withdrawal Quantity ("MDWQ")	
	Date or event	MDWQ
	_____	_____ Dth
	_____	_____ Dth

II. Point(s) of Receipt and Point(s) of Delivery

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

Date or event: _____

POINT(S) OF RECEIPT	MDRQ
_____	_____ Dth
_____	_____ Dth

POINT(S) OF DELIVERY	MDDQ
_____	_____ Dth
_____	_____ Dth

IV. Rates and Charges

Date or event: _____

Interruptible Loan Charge	_____/_____/_____	\$/Dth/Day
Interruptible Loan Injection Charge	_____/_____	\$/Dth
Interruptible Loan Withdrawal Charge	_____/_____	\$/Dth
Fuel Reimbursement	_____/_____	\$/Dth or in-kind %

V. Supersession and Replacement of Prior Exhibit "B"

This Transaction Confirmation as of the date hereof, shall supersede and cancel Exhibit "B" No. _____ dated _____ to Hub Services 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 "C" No. _____ dated _____ to the Hub Services Agreement
dated _____ between PERRYVILLE STORAGE and _____ (Customer)
Interruptible Wheeling Service (Rate Schedule IWS)

Maximum Daily Wheeling Quantity ("MDTQ") _____ Dth/Day

Point of Receipt	Quantity	\$/Dth	Point of Delivery	Quantity	\$/Dth
_____	_____ Dth	_____ \$/Dth	_____	_____ Dth	_____ \$/Dth
_____	_____ Dth	_____ \$/Dth	_____	_____ Dth	_____ \$/Dth

Begin Date _____

End Date _____

Fuel Reimbursement _____ \$/Dth or in-kind%

This Transaction Confirmation as of the date hereof, shall supersede and cancel Exhibit "C" No. _____ dated _____ to Hub Services 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 "D" No. _____ dated _____ to the Hub Services Agreement
dated _____ between PERRYVILLE STORAGE and _____ (Customer)
Interruptible Balancing Service (Rate Schedule IBS)

Maximum Storage Quantity _____ Dth

Maximum Loan Quantity _____ Dth

Maximum Daily Injection Quantity _____ Dth

Maximum Daily Withdrawal Quantity _____ Dth

Begin Date _____

End Date _____

Interruptible Balancing Charge _____ \$/Dth/Day

Interruptible Balancing Injection Charge _____ \$/Dth

Interruptible Balancing Withdrawal Charge _____ \$/Dth

Fuel Reimbursement _____ \$/Dth or in-kind %

POINT(S) OF RECEIPT QUANTITY

_____ Dth

_____ Dth

POINT(S) OF DELIVERY QUANTITY

_____ Dth

_____ Dth

This Transaction Confirmation as of the date hereof, shall supersede and cancel Exhibit "D" No. _____ dated _____ to Hub Services 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 "E" No. _____ dated _____ to the Hub Services Agreement
dated _____ between PERRYVILLE STORAGE and _____ (Customer)
Interruptible Balancing Trading Service (Rate Schedule IBTS)

Pursuant to GT&C 6.20, Customer(s) shall complete and execute the Title Transfer Form posted on PERRYVILLE STORAGE'S Internet Web Site in order to effectuate IBTS Service.

Quantity _____ Dth

Imbalance Trade Date _____

Interruptible Imbalance Trading Charge: _____

This Transaction Confirmation as of the date hereof, shall supersede and cancel Exhibit "E" No. _____ dated _____ to Hub Services 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: _____