

[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.]

7.3 HUB SERVICE AGREEMENT
(For Use Under IWS, IBS, IPS AND ILS Rate Schedules)

This Hub Service Agreement including Exhibits (“Agreement”) is made as of _____, _____, by and between Perryville Gas Storage 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:

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 shall provide Interruptible service for Customer and shall 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”) and Maximum Daily Wheeling Quantity (“MDTQ”), as applicable, all as set forth on the applicable Exhibits “A” through “D”. Customer and Company may enter into more than one of each of Exhibits “A” through “D” 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 shall be the point(s) set forth on Exhibit “A” through Exhibit “D” (“Point(s) of Receipt”)

Points (s) at which Gas is to be tendered by Company to Customer under this Agreement shall be the point(s) set forth on Exhibit “A” through Exhibit “D” (“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 IWS, IBS, IPS and ILS Rate Schedules and Rate Statements, as applicable.

ARTICLE IV – TERM OF AGREEMENT

This Agreement shall be effective as of _____, _____, and shall 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 shall remain in effect until the expiration of any transactions entered into by the Parties pursuant to this Agreement.

ARTICLE V – NOTICES

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

PERRYVILLE GAS STORAGE LLC

Perryville Gas Storage LLC
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

CUSTOMER _____

Customer:
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

CONTRACT ADMINISTRATION

Perryville Gas Storage LLC
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

CONTRACT ADMINISTRATION

Customer:
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

BILLING

Perryville Gas Storage LLC
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

BILLING

Customer:
Attention:
Address Line 1
Address Line 2
Office Phone:
Cell Phone:
Electronic Transmission:

Notice received before 5 p.m. Central Clock Time (“CCT”) shall be deemed effective the day of receipt. Notice received after 5 p.m. CCT shall be deemed effective the day following receipt.

ARTICLE VI - 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.

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 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 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 35 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 shall 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 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.
- 9.3 If any provision of this Agreement is declared null and void or voidable by a Governmental Authority 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 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 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.
- 9.5 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 other than the Parties.
- 9.6 The Parties may enter into a Hub Service Agreement including Exhibits pursuant to the Electronic Contracting Procedures set forth in GT&C 35 of the Tariff. Alternatively, 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 have caused this Agreement to be duly executed by their authorized agents.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Exhibit "A" to the Hub Service Agreement
between Company and _____ (Customer) dated _____
Interruptible Wheeling Service (Rate Schedule IWS)**

I. Term

Begin Date _____

End Date _____

II. Maximum Quantities

A. Maximum Daily Wheeling Quantity ("MDTQ") Dth/Day

Effective date or event: _____ MDTQ

III. Interruptible Wheeling Rates and Charges in \$/Dth/time period

Effective date or event: _____

Interruptible Wheeling Charge _____

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

Other Mutually Agreeable Pricing Provisions _____

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

Maximum Daily Receipt Quantity ("MDRQ") Dth/Day

Effective date or event: _____

Point of Receipt	MDRQ Dth
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Maximum Daily Delivery Quantity ("MDDQ") Dth/Day

Effective date or event: _____

Point of Delivery	MDDQ Dth
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V. Pressure

Effective date or event: _____

Pursuant to GT&C 11 of the Tariff, unless otherwise agreed, Gas that is delivered at the 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	Receipt/Delivery	Minimum Pressure	Maximum Pressure
_____	_____	_____	_____
_____	_____	_____	_____

VI. Supersession and Replacement of Prior Exhibit "A"

This Exhibit dated _____ shall supersede and cancel Exhibit "A" to the 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

The Parties may enter into a Hub Service Agreement including Exhibits pursuant to the Electronic Contracting Procedure set forth in GT&C 35 of the Tariff. Alternatively, 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 have caused this Exhibit "A" to the Hub Service Agreement to be duly executed by their authorized agents.

PERRYVILLE GAS STORAGE LLC
By: _____
Name: _____
Title: _____

CUSTOMER _____
By: _____
Name: _____
Title: _____

**Exhibit "B" to the Hub Service Agreement
between Company and _____ (Customer) dated _____
Interruptible Balancing Service (Rate Schedule IBS)**

I. Term

Begin Date _____

End Date _____

II. Maximum Quantities in Dth

A. Maximum Storage Quantity ("MSQ")

Effective date or event:	MSQ
_____	_____
_____	_____

B. Maximum Loan Quantity ("MLQ")

Effective date or event:	MLQ
_____	_____
_____	_____

C. Maximum Daily Injection Quantity ("MDIQ")

Effective date or event:	MDIQ
_____	_____
_____	_____

D. Maximum Daily Withdrawal Quantity ("MDWQ")

Effective date or event:	MDWQ
_____	_____
_____	_____

III. Interruptible Balancing Rates and Charges in \$/Dth/time period

Effective date or event: _____

Interruptible Balancing Charge	_____
Interruptible Balancing Injection Charge	_____
Interruptible Balancing Withdrawal Charge	_____
Fuel Charge \$/Dth or in-kind%	_____
Other Mutually Agreeable Pricing Provisions	_____

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

Maximum Daily Receipt Quantity ("MDRQ") Dth /Day

Effective date or event: _____

Point of Receipt	MDRQ Dth
_____	_____
_____	_____

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

Point of Delivery	MDDQ Dth
_____	_____
_____	_____

V. Pressure
Effective date or event: _____

Pursuant to GT&C 11 of the Tariff, unless otherwise agreed, Gas that is delivered at the 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	Receipt/Delivery	Minimum Pressure	Maximum Pressure
_____	_____	_____	_____
_____	_____	_____	_____

VI. Supersession and Replacement of Prior Exhibit "B"

This Exhibit dated _____ shall supersede and cancel Exhibit "B" to the 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

The Parties may enter into a Hub Service Agreement including Exhibits pursuant to the Electronic Contracting Procedure set forth in GT&C 35 of the Tariff. Alternatively, 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 have caused this Exhibit "B" to the Hub Service Agreement to be duly executed by their authorized agents.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Exhibit "C" to the Hub Service Agreement
between Company and _____ (Customer) dated _____
Interruptible Park Service (Rate Schedule IPS)**

I. Term

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

II. Maximum Quantities in Dth

A. Maximum Park Quantity ("MPQ")

Effective date or event: _____ MPQ

B. Maximum Daily Injection Quantity ("MDIQ")

Effective date or event: _____ MDIQ

C. Maximum Daily Withdrawal Quantity ("MDWQ")

Effective date or event: _____ MDWQ

III. Interruptible Parking Rates and Charges in \$/Dth/time period

Effective date or event: _____

Interruptible Parking Charge _____
Interruptible Parking Injection Charge _____
Interruptible Parking Withdrawal Charge _____
Fuel Charge \$/Dth or in-kind% _____
Other Mutually Agreeable Pricing Provisions _____

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

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

Point of Receipt	MDRQ Dth
_____	_____
_____	_____

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

Point of Delivery	MDDQ Dth
_____	_____
_____	_____

V. Pressure
Effective date or event: _____

Pursuant to GT&C 11 of the Tariff, unless otherwise agreed, Gas that is delivered at the 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	Receipt/Delivery	Minimum Pressure	Maximum Pressure
_____	_____	_____	_____
_____	_____	_____	_____

VI. Supersession and Replacement of Prior Exhibit "C"

This Exhibit dated _____ shall supersede and cancel Exhibit "C" to the 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

The Parties may enter into a Hub Service Agreement including Exhibits pursuant to the Electronic Contracting Procedure set forth in GT&C 35 of the Tariff. Alternatively, 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 have caused this Exhibit "C" to the Hub Service Agreement to be duly executed by their authorized agents.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Exhibit "D" to the Hub Service Agreement
between Company and _____ (Customer) dated _____
Interruptible Loan Service (Rate Schedule ILS)**

I. Term

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

II. Maximum Quantities in Dth

A. **Maximum Loan Quantity ("MLQ")**
Effective date or event: _____ MLQ

B. **Maximum Daily Injection Quantity ("MDIQ")**
Effective date or event: _____ MDIQ

C. **Maximum Daily Withdrawal Quantity ("MDWQ")**
Effective date or event: _____ MDWQ

III. Interruptible Loan Rates and Charges in \$/Dth/time period

Effective date or event: _____

Interruptible Loan Charge _____
Interruptible Loan Injection Charge _____
Interruptible Loan Withdrawal Charge _____
Fuel Charge \$/Dth or in-kind% _____
Other Mutually Agreeable Pricing Provisions _____

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

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

Point of Receipt	MDRQ Dth
_____	_____
_____	_____

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

Point of Delivery	MDDQ Dth
_____	_____
_____	_____

V. Pressure

Effective date or event: _____

Pursuant to GT&C 11 of the Tariff, unless otherwise agreed, Gas that is delivered at the 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	Receipt/Delivery	Minimum Pressure	Maximum Pressure
_____	_____	_____	_____
_____	_____	_____	_____

VI. Supersession and Replacement of Prior Exhibit "D"

This Exhibit dated _____ shall supersede and cancel Exhibit "D" to the 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

The Parties may enter into a Hub Service Agreement including Exhibits pursuant to the Electronic Contracting Procedure set forth in GT&C 35 of the Tariff. Alternatively, 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 have caused this Exhibit "D" to the Hub Service Agreement to be duly executed by their authorized agents.

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____