

[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 FSS Rate Schedule)

This Firm Storage 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:

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 receive Gas on any Day at the 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 the 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 the Point(s) of Delivery, provided that Customer has a quantity of Gas in the FSS Storage Inventory not less than the quantity of Gas Customer nominates for withdrawal on such Day. Customer shall withdraw sufficient quantities of Gas to ensure that the 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 shall 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 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 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 FSS Rate Schedule and Rate Statement.

ARTICLE IV – TERM OF AGREEMENT

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

ARTICLE V – NOTICES

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

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

COMMERCIAL

COMMERCIAL

Perryville Gas Storage 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

Perryville Gas Storage 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

Perryville Gas Storage 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”) 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 Firm Storage 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 Firm Storage Service Agreement
between Company and _____(Customer) dated _____**

I. Term

This Agreement shall be effective as of _____, ____ and shall remain in force and effect until _____, ____ (“Primary Term”) provided that this Agreement shall remain in effect until the expiration of any transaction(s) executed by the Parties pursuant to this Agreement.

Rollover Rights

- This Agreement shall 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 shall terminate at the end of the then effective Primary Term.
- This Agreement shall 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 shall terminate at the end of the then effective Primary Term or Renewal Term.
- Rollover does not apply.

Right of First Refusal

- Company 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 Company’s Tariff.
- Right of First Refusal does not apply.

II. Maximum Quantities in Dth (subject to Ratchets set forth in Section VI)

- A. **Maximum Storage Quantity (“MSQ”)**
Effective date or event: _____ MSQ

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

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

III. Reservation Rates and Charges in \$/Dth/Month

Effective date or event: _____

Firm Storage Reservation Charge _____
 Firm Injection Reservation Charge _____
 Firm Withdrawal Reservation Charge _____
 Other Mutually Agreeable Pricing Provisions _____

IV. Primary Point(s) of Receipt and Point(s) of Delivery, Rates and Charges

Maximum Daily Receipt Quantity (“MDRQ”) in Dth
 Effective date or event: _____

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

Maximum Daily Delivery Quantity (“MDDQ”) in Dth
 Effective date or event: _____

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

V. Secondary Point(s) of Receipt and Point(s) of Delivery, Rates and Charges

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.

Maximum Daily Receipt Quantity (“MDRQ”) in Dth
 Effective date or event: _____

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

Maximum Daily Delivery Quantity (“MDDQ”) in Dth
 Effective date or event: _____

Secondary Point of Delivery	MDDQ	Firm Storage Withdrawal Charge \$/Dth	Fuel Charge \$/Dth on Withdrawal	Fuel Charge In-Kind % 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% - 40%	100%	<input type="checkbox"/> 100% - 60%	100%	
Greater than 40% up to 65%	50%	Less than 60% down to 40%	75%	
Greater than 65% up to 100%	25%	Less than 40% down to 20%	60%	
		Less than 20% down to 0%	40%	
<input type="checkbox"/> 0% - 40%	100%	<input type="checkbox"/> 100% - 30%	100%	
Greater than 40% up to 60%	75%	Less than 30% down to 0%	25%	
Greater than 60% up to 80%	60%			
Greater than 80% up to 100%	40%			
<input type="checkbox"/> 0% - 70%	100%	<input type="checkbox"/> 100% - 40%	100%	
Greater than 70% up to 100%	25%	Less than 40% down to 20%	75%	
		Less than 20% down to 0%	50%	
<input type="checkbox"/> 0% - 60%	100%	<input type="checkbox"/> 100% - 30%	100%	
Greater than 60% up to 80%	80%	Less than 30% down to 15%	75%	
Greater than 80% up to 100%	60%	Less than 15% down to 0%	50%	
<input type="checkbox"/> 0% - 80%	100%	<input type="checkbox"/> No Withdrawal Ratchets		
Greater than 80% up to 90%	75%			
Greater than 90% up to 100%	50%			
<input type="checkbox"/> No Injection Ratchets				

VII. 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
_____	_____	_____	_____
_____	_____	_____	_____

VIII. Supersession and Replacement of Prior Exhibit "A"

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

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

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Exhibit "B" to the Firm Storage Service Agreement
 between Company and _____ (Customer) dated _____**

I. Authorized Injection Overrun in Dth ("AIO") - Point(s) of Receipt , Rates and Charges

Begin date or event: _____
 End date or event: _____
 Maximum Daily AIO Quantity: _____

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

II. Authorized Withdrawal Overrun in Dth ("AWO") - Point(s) of Delivery, Rates and Charges

Begin date or event: _____
 End date or event: _____
 Maximum Daily AWO Quantity: _____

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

III. Other Mutually Agreeable Pricing Provisions

IV. Supersession and Replacement of Prior Exhibit "B"

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

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

PERRYVILLE GAS STORAGE LLC

CUSTOMER _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____