

**FIRM GAS STORAGE CONTRACT**

EFFECTIVE DATE: \_\_\_\_\_

**MOSS BLUFF:**

Moss Bluff Hub, LLC  
Attn: Vice President, Marketing  
5400 Westheimer Court  
Houston, TX 77056

**CUSTOMER:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

This Firm Gas Storage Contract (“Contract”) is made and entered into effective as of \_\_\_\_\_, by and between Customer and Moss Bluff.

This Contract incorporates and is subject to all of the terms and conditions set out herein, each Exhibit “A”, the Statement of General Terms and Operating Conditions applicable to transportation of gas under NGPA Section 311(a)(2) and which shall also be applicable to intrastate service, as filed with the Federal Energy Regulatory Commission (“FERC”) and as may be amended from time to time.

Special Provisions: Special Provisions Included       No      

**TERMS OF SERVICE**

1. Storage Service. Subject to the provisions contained herein and Moss Bluff’s Statement of General Terms and Operating Conditions on file with the FERC from time to time, Moss Bluff shall receive for Customer’s account at the points of receipt listed on the attached Exhibit A, quantities of gas up to the maximum quantities set forth on such Exhibit A and deliver such Gas, on a firm basis, to or for the account of Customer at the points of delivery specified on such Exhibit A and at the injection and withdrawal quantities set forth therein.
2. Storage Fees. The rates for all storage services performed under this Contract shall be any rate agreed upon by Moss Bluff and Customer in writing for any period mutually agreed upon as set out on Exhibit A as such Exhibit A may be changed from time to time in writing by the parties hereto and subject to all rules and regulations of any regulatory body with authority thereof.
3. Term: Subject to the other provisions of this Contract, this Contract shall be effective as of the date first above written and the storage service to be performed hereunder shall continue in full force and effect through the terms set out on Exhibit A.

4. Statement of General Terms and Operating Conditions: Moss Bluff's Statement of General Terms and Operating Conditions on file with the FERC from time to time ("General Terms and Operating Conditions") contains additional provisions relating to this Contract and shall be incorporated by reference as part of this Contract so that this Contract and the General Terms and Operating Conditions along with any exhibits to said Contract shall be deemed to constitute but one and the same agreement.

5. Regulatory Status of Gas: Moss Bluff is a "Hinshaw" pipeline as defined in Section 1(c) of the Natural Gas Act, 15 U.S.C. § 717(c) and is therefore exempt from the Natural Gas Act. Customer warrants that it shall take no action or request Moss Bluff to act in any manner which adversely affects Moss Bluffs' exemption from Natural Gas Act jurisdiction; provided, however, Customer may request Moss Bluff to provide service pursuant to Section 311(a)(2) of the Natural Gas Policy Act 15 U.S.C. § 3371(a)(2), in which event Customer warrants that it is in compliance with all rules and regulations applicable to such service, including, but not limited to, compliance with the "on behalf of" standard as that standard may be changed from time to time. With respect to such warranties, whenever Customer's Gas is received from or delivered to a point that is **not** an interconnect with the facilities of an interstate pipeline company, Customer shall **(unless Customer shall expressly advise Moss Bluff otherwise in writing at the time of submitting its service request or nomination to Moss Bluff)** be deemed to have represented and warranted to Moss Bluff that all of the Gas received by Moss Bluff or delivered to Customer by Moss Bluff shall be considered "intrastate service" and shall not subject Moss Bluff or its facilities to jurisdiction under the Natural Gas Act. Further, whenever (i) Customer's Gas is delivered to or received from a point that **is** an interconnection between the Storage Facilities and the facilities of an interstate pipeline company, Customer shall be deemed to have represented and warranted to Moss Bluff that the storage of Gas hereunder shall be considered NGPA Section 311 service and shall comply with all rules and regulations applicable to Section 311 (a)(2) of the Natural Gas Policy Act 15 U.S.C. § 3371(a)(2).

6. Breach of Regulatory Warranty: Moss Bluff shall have no obligation under this Contract if Moss Bluff, in its sole discretion determines at any time that Customer has breached any applicable representation or warranty referenced above or that the storage service to be provided hereunder does not so qualify. Customer agrees to indemnify and hold Moss Bluff harmless from and against and shall compensate Moss Bluff for any and all actions, damages, costs, losses and expenses sustained by Moss Bluff relative to any breach by Customer of any representation or warranty herein expressed.

7. Choice of Law: THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICTS-OF-LAW RULE OR PRINCIPLE WHICH MIGHT REFER SUCH CONSTRUCTION TO THE LAWS OF ANOTHER STATE. Each of the parties hereby (a) irrevocably submits to the exclusive jurisdiction of any court having jurisdiction sitting in Harris County, Texas, for the purposes of any suit, action or proceeding arising out of or relating to this Contract and (b) waives, and agrees not to

assert any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court or of any other court to which proceedings in such court may be appealed; (ii) such suit, action or proceeding is brought in an inconvenient forum; or, (iii) the venue of such suit, action or proceeding is improper.

8. Assignment: The terms and provisions of this Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of the respective Customer and Moss Bluff. Any assignment of such Contract shall be in whole and not in part, and no assignment shall be made by Customer without the prior written consent of Moss Bluff, which consent will not be unreasonably withheld, provided, however, Customer may transfer its interest to any affiliate by assignment, merger or otherwise without prior written consent of Moss Bluff as long as such entity has a credit status which is at least equal to or higher than that of Customer.

**IN WITNESS WHEREOF**, parties hereto have caused this Contract to be executed in multiple originals as of the date and year first above written.

**CUSTOMER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MOSS BLUFF HUB, LLC**

**By Its Sole Member**

**Market Hub Partners Holding**

By: \_\_\_\_\_

Member of Management Committee

**GAS STORAGE CONTRACT  
EXHIBIT A**

Customer Name: \_\_\_\_\_  
 Term of this Exhibit: \_\_\_\_\_ **thru and including** \_\_\_\_\_

I.

	Points of Receipt/Delivery* at Interconnecting Pipelines	Maximum Receipt Quantity MDIQ MMBtu/Day	Maximum Delivery Quantity MDWQ MMBtu/Day	Maximum Delivery Pressure Obligation into Interconnecting Pipelines (psig)
A.	Texas Eastern			800
B.	NGPL			700
C.	Midcon Texas			800
D.	Tejas Gas			800
E.	Channel			800

\*Receipt Points A and B shall be deemed NGPA §311 unless otherwise designated in writing by Customer and Receipt Points C, D and E shall be deemed intrastate service unless otherwise designated in writing by Customer. Customer's total MSQ shall equal \_\_\_\_\_ MMBtu. Customer's total MDIQ shall equal \_\_\_\_\_ MMBtu/Day and Customer's total MDWQ shall equal \_\_\_\_\_ MMBtu/Day. Customer's primary points are defined in this Exhibit A, Sections A through E; all other points on the system are available on a secondary basis.

II. In the event that the actual receipt pressures in the pipelines listed above from time to time are outside of the range specified below, then the Quantities of Gas that Moss Bluff will accept for injection by Customer will be adjusted from time to time as a result of any such variances in receipt pressures, in accordance with the following schedules:

Injection Rate (Percent of MDIQ MMBtu/Day)

Receipt Pressure at Moss Bluff (psig)	From Texas Eastern	From NGPL	From Midcon	From Tejas Gas	From Channel
550	25%	25%	30%	30%	30%
650	50%	50%	75%	75%	75%
750	75%	75%	100%	100%	100%
850	100%	100%	100%	100%	100%

III. In the event that (i) the actual delivery pressures in the pipelines listed above from time to time exceed those specified above, and (ii) the pressure at which Gas is withdrawn from the Storage Facilities is insufficient to enable Moss Bluff to make deliveries to the pipelines listed above at the then existing delivery pressures, Moss Bluff shall utilize compression at the Storage Facilities to effect delivery of Gas into the pipelines at the then existing delivery pressures (subject to payment of a fuel retention fee in kind), provided, however, that if the delivery pressures in the referenced pipelines are so high that even with the use of compression, Moss Bluff is unable to effect deliveries against the then existing delivery pressures in the referenced pipelines at the delivery rates specified above, then Moss Bluff shall pro-rate the deliveries for Customer based on Customer's MDWQs relative to all other MDWQs of others at the Storage Facilities.

IV. Rates and Charges

The rates and charges paid by Customer for storage service shall include the applicable storage rate components described below:

- a. Total Storage Reservation Fee: A monthly charge for each MMBtu of Customer's Maximum Storage Quantity, equal to \$ \_\_\_\_\_.
- b. Injection Fee. A monthly charge for each MMBtu of Customer's Gas injection into Moss Bluff during a given month, equal to \$ \_\_\_\_\_ (applicable to quantities less than or equal to MDIQ).
- c. Withdrawal Fee. A monthly charge of each MMBtu of Customer's Gas withdrawn from Moss Bluff during a given month equal to \$ \_\_\_\_\_ (applicable to quantities less than or equal to MDWQ).
- d. Excess Injection Fee. A monthly charge for each MMBtu of Customer's Gas injection into Moss Bluff during a given month, equal to \$ \_\_\_\_\_ (applicable to quantities greater than MDIQ).
- e. Excess Withdrawal Fee. A monthly charge of each MMBtu of Customer's Gas withdrawn from Moss Bluff during a given month equal to \$ \_\_\_\_\_ (applicable to quantities greater than MDWQ).
- f. Fuel Gas. The amount of compressor fuel that Customer shall deliver to Moss Bluff is equal to \_\_\_\_\_% of Customer's nominated volumes.

This Exhibit A supersedes and replaces that certain Exhibit A dated \_\_\_\_\_ and is executed to be effective as of the date first hereinabove stated.

CUSTOMER

MOSS BLUFF HUB, LLC  
By Its Sole Member  
Market Hub Partners Holding

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Member of Management Committee