

**AGREEMENT FOR INTRASTATE FIRM STORAGE SERVICE**

**BETWEEN**

**JEFFERSON ISLAND STORAGE & HUB, L.L.C.**

**AND**

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**DATE OF AGREEMENT**

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## **AGREEMENT FOR INTRASTATE FIRM STORAGE SERVICE**

**THIS AGREEMENT FOR INTRASTATE FIRM STORAGE SERVICE (“SERVICE AGREEMENT”)** made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, by and between **JEFFERSON ISLAND STORAGE & HUB, L.L.C.**, a Delaware corporation, hereinafter referred to as “Jefferson Island” and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter referred to as “Customer,” individually referred to as “party” and both sometimes collectively hereinafter referred to as the “parties.”

### **ARTICLE I - SCOPE OF SERVICE AGREEMENT**

- 1.1 Jefferson Island will provide to Customer on a Firm Basis, reservation of capacity in the Storage Facilities, receipt, injection, storage, withdrawal, and delivery of Customer’s Gas at Jefferson Island’s Storage Facilities in accordance with this Service Agreement and Jefferson Island’s “Statement of Operating Terms and Conditions for Intrastate Storage and Transportation Services (the “SOTC”) attached hereto as Exhibit A as may be amended by Jefferson Island from time to time without prior notice to Customer.
- 1.2 The Service Agreement expressly incorporates the SOTC and the provisions contained in Exhibit B attached hereto (hereinafter collectively referred to as the “Service Agreement,” except where the context requires otherwise). The terms set forth in Exhibit B shall be in effect for the term of this Service Agreement and may only be amended by a replacement Exhibit B with each party’s written agreement to such amendment. Each Exhibit B shall be numbered in consecutive order from “B-1” through B-n” and shall supersede the previous Exhibit “B-n.” The term of any replacement Exhibit B will not exceed the term set forth in Article IV herein.
- 1.3 Customer represents and warrants to Jefferson that all Gas which Customer delivers to Jefferson Island is not committed or dedicated to interstate commerce, and was produced and will be consumed entirely within the State of Louisiana, and that receipt of such Gas by Jefferson Island will not cause either Jefferson Island to become regulated as a "Natural Gas Company" within the meaning of the Natural Gas Act of 1938 (15 USC 717, et. se d.), or require Jefferson Island to invoke a Hinshaw exemption pursuant to Section 1(c) of the Natural Gas Act to avoid such jurisdiction.
- 1.4 Customer and Jefferson Island agree that as a consequence of their voluntary acts none of the Gas transported and stored hereunder will be sold or resold, transported, commingled, used or consumed so as to subject the Gas or this Agreement to the jurisdiction of the Federal Energy Regulatory Commission, or successor authority, under the Natural Gas Act of 1938 (15 USC Sec. 717, et. al.). Breach of this provision by either party shall entitle the other party to declare this Agreement terminated ipso facto by written notice to that effect to the offending party. Customer and Jefferson Island agree that any change in applicable law

which gives rise to such jurisdiction under circumstances existing at the time of the change shall not be such a cause for termination of this Agreement.

## **ARTICLE II - FIRM STORAGE SERVICE**

- 2.1 Jefferson Island shall provide storage service on a Firm Basis at the Storage Facilities for Customer, which service shall include the reservation of capacity in the Storage Facilities, on a Firm Basis, sufficient to enable Customer to inject Gas into, withdraw Gas from, and store Gas in the Storage Facilities, in quantities up to the maximum quantities set forth in Exhibit B pursuant to Section 7.2.1 of the SOTC.
- 2.2 All Firm Storage Service provided to Customer is subject to Jefferson Island's reasonable determination of the creditworthiness of Customer pursuant to Sections 3.2.6 and 3.3 of the SOTC.
- 2.3 The terms of this Service Agreement prepared pursuant hereto, including but not limited to the applicable charges, quantity, and all other material terms, shall be kept confidential by the parties hereto, except to the extent that any information must be disclosed (i) to a third party for the purpose of effectuating transportation of Gas subject to this Service Agreement, (ii) to meet New York Mercantile Exchange requirements or regulatory filing requirements, or (iii) as otherwise required by law.

## **ARTICLE III – FIRM STORAGE SERVICE CHARGES**

- 3.1 The rates for Firm Storage Service performed under this Service Agreement shall be as set forth in Exhibit B pursuant to Section 7.2.2 of the SOTC.
- 3.2 Customer agrees to pay Jefferson Island the charges for all Firm Storage Service furnished to Customer hereunder as set forth in Exhibit B.
- 3.3 Where applicable, Customer agrees to pay Jefferson Island in kind or in dollars for Fuel as set forth in Exhibit B.
- 3.4 Customer further agrees to pay Jefferson Island all other applicable fees and other charges including penalties as described in the SOTC to the extent applicable to any Firm Storage Service.

## **ARTICLE IV - POINT(S) OF RECEIPT AND DELIVERY**

- 4.1 The individual Point(s) of Receipt for all Gas, including Working Gas and Fuel, to be tendered by Customer to Jefferson Island for injection into the Storage Facilities shall be as set forth on Exhibit B. The Maximum Daily Injection Quantity that Jefferson Island is obligated to receive from Customer at each individual Point of Receipt shall not exceed the maximum stated thereon for that point and in total.

- 4.2 The individual Point(s) of Delivery for all Gas to be tendered by Jefferson Island to Customer for delivery pursuant to the terms hereof shall be as set forth on Exhibit B. The Maximum Daily Withdrawal Quantity that Jefferson Island is obligated to deliver to Customer at each such Point of Delivery shall not exceed the maximum stated thereon for that point and in total.

**ARTICLE V - CORRESPONDENCE**

- 5.1 Any correspondence between Jefferson Island and Customer applicable to this Service Agreement shall be made pursuant to Section 16.1 of the SOTC.

**CUSTOMER:**

Company Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**BILLING AND ACCOUNTING ISSUES TO CUSTOMER:**

Company Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**ARTICLE VI – TERM**

- 6.1 This Service Agreement shall become effective on \_\_\_\_\_, 20\_\_\_\_, and shall remain in force until \_\_\_\_\_, 20\_\_\_\_. The obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of this Service Agreement.

**ARTICLE VII – ABANDONMENT**

- 7.1 The parties recognize and take cognizance of the fact that this Service Agreement will expire and terminate ipso facto for all purposes on the termination date referenced in Article VI of this Service Agreement or such earlier date as

provided in other provisions of this Service Agreement, (hereinafter "Termination Date"), pursuant to the terms and conditions hereof.

7.2 Without admitting or acquiescing in the jurisdiction of the Commissioner of Conservation of the State of Louisiana (hereinafter "Commissioner") over this Service Agreement pursuant to the provisions of LSA R.S. 30:555(B) and reserving all rights with respect thereto, Jefferson Island and Customer do hereby mutually covenant and agree as follows:

- (a) that said Service Agreement and any and all services and facilities used in connection herewith shall be considered abandoned as of said Termination Date for all purposes pursuant to the provisions of the Natural Resources and Energy Act of 1973, being LSA R.S. 30:501 et seq. (hereinafter "Act"), as it may be amended from time-to-time.
- (b) to furnish on a timely basis such properly executed documents, applications, filings and other material, as may be required by the Louisiana Commissioner of Conservation for the issuance of an order granting abandonment of this Service Agreement and all facilities and services connected herewith, including without limitation, to execute and return within ten (10) Days of receipt from the other party any and all documents, papers, letters, and/or agreements evidencing mutual agreement and consent to the abandonment of this Service Agreement, and all associated facilities and services, on said Termination Date.
- (c) to prepare and jointly submit any application necessary to obtain permission for abandonment of this Agreement as well as any and all associated facilities and services arising out of or connected herewith from the Commissioner, or other agency or individual granted or having jurisdiction over the same on said Termination Date or any successor individual or agency granted or having jurisdiction over same under the Act or otherwise; and
- (d) that they expressly waive any right to a public hearing before the Commissioner involving an adjudication, or otherwise, under the provisions of the Act, including but not limited to LSA R.S. 30:555(b) thereof, the Administrative Procedure Act, as amended, LSA R.S. 49:950, et seq., including but not limited to LSA R.S. 49:955, any and all rules and regulations implementing said Acts, or otherwise, with respect to the obtaining of permission and approval to abandon this Service Agreement, and agree that the Commissioner can approve abandonment of this Service Agreement without the calling and/or holding of a public hearing.

7.3 Notwithstanding the foregoing, and in no way affecting the agreement of the parties as set out in the preceding paragraph, if this Service Agreement becomes subject to regulation and the parties, despite their mutual efforts, are prohibited from abandoning or terminating the Service Agreement, or any of the services

and/or facilities connected herewith on the Termination Date, all of the terms and conditions of this Service Agreement shall apply to any continued service.

#### **ARTICLE VIII – ASSIGNMENT**

- 8.1 Assignment of this Service Agreement is subject to the terms and conditions of Section 17.1 of the SOTC.

#### **ARTICLE IX – LAW OF AGREEMENT**

- 9.1 This Service Agreement shall be governed by and construed, enforced, and performed in accordance with the law of the State of Texas, without regard to principles of conflicts of law.

#### **ARTICLE X – MISCELLANEOUS**

- 10.1 The descriptive headings of the provisions of this Service Agreement are formulated and used for convenience only and shall not be deemed to affect the meaning or construction of any such provisions.
- 10.2 All other capitalized words used in this Service Agreement that are not expressly defined herein shall have the meanings set forth in the SOTC, as such SOTC may be amended from time-to-time.
- 10.3 IN NO EVENT SHALL JEFFERSON ISLAND OR CUSTOMER BE LIABLE HEREUNDER TO THE OTHER AT ANY TIME FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES OF ANY KIND, INCLUDING LOSS OF PROFIT, LOSS OF REVENUE OR ANY OTHER SPECIAL OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOR SHALL THIS AGREEMENT CONFER THIRD PARTY BENEFICIARY STATUS ON ANY ENTITY.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be duly executed in several counterparts by their proper officers thereunto duly authorized as of the date first herein below written.

ACCEPTED AND AGREED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

ACCEPTED AND AGREED THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**JEFFERSON ISLAND STORAGE  
& HUB, L.L.C.**

**CUSTOMER**

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

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

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

**EXHIBIT A**

**JEFFERSON ISLAND STORAGE & HUB, L.L.C.**

**STATEMENT OF OPERATING TERMS AND CONDITIONS  
FOR INTRASTATE STORAGE AND TRANSPORTATION SERVICES (“SOTC”)**



