

FIRM GAS SALE AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 2010, between Transcontinental Gas Pipe Line Company, LLC, hereinafter referred to as "Seller", and _____, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, pursuant to the November 28, 2007 Stipulation and Agreement filed by Seller in Docket No. RP06-569, et al. (Stipulation and Agreement), which was approved by the Federal Energy Regulatory Commission (FERC) on March 7, 2008, Seller is permitted to sell recovered injected base gas at the Hester Storage Field; and

WHEREAS, in accordance with the Stipulation and Agreement and Section 43 of the General Terms and Conditions of Seller's FERC Gas Tariff, Seller solicited bids to purchase on a firm basis a daily quantity of the recovered injected base gas at the Hester Storage Field; and

WHEREAS, Buyer, in response to and in accordance with that solicitation, submitted a bid to purchase on a firm basis, pursuant to the terms of this Agreement, a daily quantity of that natural gas during the period from January 1, 2011 through January 31, 2011; and

WHEREAS, Seller has accepted Buyer's offer and desires to sell on a firm basis, pursuant to the terms of this Agreement, such daily quantity of natural gas;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

The following words and terms wherever used in this Agreement shall have the following meaning:

A. "BTU" shall mean British Thermal Unit; "MMBtu" shall mean one million (1,000,000) British Thermal Units.

B. "Contract Period" shall mean that thirty-one (31) Day period beginning at 9:00 a.m. Central Time on January 1, 2011 and ending at 9:00 a.m. Central Time on February 1, 2011.

C. "Contract Price" shall mean that price per MMBtu set forth in Article III below.

D. "Daily Contract Quantity" shall mean _____ MMBtu of natural gas per day.

E. "Day" shall mean a period beginning at 9:00 A.M. Central Time on a calendar day and ending at 9:00 A.M. Central Time on the next calendar day.

F. "Receipt Point" shall mean Seller's Location No. 9005102, the Hester Storage Field, in St. James Parish, Louisiana.

G. "Gas" or "natural gas" shall mean merchantable natural gas that meets or exceeds specifications for gas to be transported pursuant to Seller's FERC Gas Tariff, including, but not limited to, quality, temperature, and pressure.

H. "Schedule" or "scheduled" shall refer to the act of Seller and Buyer of notifying, requesting, and confirming to each other the quantity of gas to be received hereunder on any given Day during the Contract Period.

ARTICLE II. QUANTITY

A. Subject to Paragraph B below, Seller agrees to sell and deliver at the Receipt Point on a firm basis and Buyer agrees to receive and purchase at the Receipt Point on a firm basis, on each Day of the Contract Period, the Daily Contract Quantity.

B. Buyer's receipts of gas on any one Day may vary by up to ten percent (10%) of the Daily Contract Quantity, or such other variance as the parties may mutually agree to from time to time, provided that Buyer's total receipts during the Contract Period shall equal the product of the Daily Contract Quantity and thirty-one Days (the number of Days in the Contract Period) and further provided that Buyer complies with Seller's nomination and scheduling deadlines. Buyer shall notify Seller in advance of the quantities to be scheduled on any Day.

C. Subject to the tolerances set forth in the preceding paragraph, Buyer is obligated daily to schedule, or cause to be scheduled, and to receive, or cause to be received from Seller at the Receipt Point, (1) on a daily basis, the Daily Contract Quantity and (2) for the Contract Period, the product of the Daily Contract Quantity and thirty-one Days. If Buyer fails to satisfy such obligation and Seller's Replacement Price, as defined below, is less than the Contract Price, then Buyer shall be liable for and shall pay to Seller the sum of (a) a dollar amount equal to the product of (i) the difference between the Replacement Price and the Contract Price multiplied by (ii) the difference between the quantity of gas which Buyer was obligated to receive and the quantities actually received by Buyer at the Receipt Point and (b) a dollar amount equal to any other costs which Seller in good faith incurs in selling the gas. The "Replacement Price" shall be the price at which Seller, acting in good faith, is able to sell comparable supplies. The foregoing remedy shall not be Seller's sole remedy for Buyer's failure to satisfy its obligation hereunder, and shall be in addition to any and other rights and remedies available to Seller.

D. Buyer recognizes that Seller is both the Seller of gas pursuant to this Agreement and is the pipeline delivering gas at the Receipt Point. Buyer shall obtain transportation from the Receipt Point, and it is Buyer's obligation to arrange transportation on Seller's pipeline, and on any downstream pipelines, which is necessary and adequate to effectuate receipt at the Receipt Point of the quantities of gas which Buyer is required herein to receive. Buyer's receipt obligations hereunder shall not be satisfied unless such gas is received by Buyer or for Buyer's account at the Receipt Point in accordance with Seller's normal practices as a transporter of gas. All nominations for delivery will be scheduled in accordance with Seller's applicable transportation nomination and allocation deadlines.

ARTICLE III.
PRICE

A. The Contract Price payable for all gas delivered and received in accordance with the terms of this Agreement shall be \$ _____ per MMBtu.

B. Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any governmental authority ("Taxes") on or with respect to the gas prior to Buyer's receipt of gas at the Receipt Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the gas upon or after Buyer's receipt of gas at the Receipt Point, including all sales or gross receipts taxes.

ARTICLE IV.
QUALITY OF GAS

The gas received hereunder shall be merchantable natural gas that meets or exceeds the specifications for gas to be transported pursuant to Seller's FERC Gas Tariff, including, but not limited to, quality, temperature, and pressure.

ARTICLE V.
METERING AND MEASUREMENT

The volume of gas received hereunder shall be the volume of gas measured and allocated as received from Seller at the Receipt Point in compliance with Seller's generally applicable measurement and allocation requirements and practices.

ARTICLE VI.
TITLE AND LIABILITY

A. Title to, possession of, and risk of loss of gas shall pass from Seller to Buyer at the Receipt Point.

B. As between the parties hereto, Seller shall be in exclusive control and possession of the gas and responsible for any damage or injury caused thereby until same shall have been received by Buyer or for Buyer's account at the Receipt Point, after which receipt Buyer shall be deemed to be in exclusive control and possession thereof and responsible for any injury or damage caused thereby.

C. Seller warrants that Seller has good title to all gas so delivered, that Seller has the right to sell such gas to Buyer, and that such gas shall be free from all royalties, liens, encumbrances, and all applicable taxes that are imposed upon the production and/or removal of gas prior to passage of title.

ARTICLE VII.
BILLING AND PAYMENT

A. On or before the tenth (10th) Day of each month, Seller shall render a statement to Buyer or Buyer's representative, if such is appointed by Buyer, showing the amount

of gas received by Buyer during the prior production month, together with an invoice in the amount due therefore.

B. If Buyer fails to remit the full amount payable by it when due, and in addition any other rights and remedies available to Seller, interest on the unpaid portion shall accrue at a rate equal to the lower of (i) the then effective prime rate of interest for large U.S. Money Center commercial banks, published under "Money Rates" by The Wall Street Journal, from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate.

C. The parties shall have the right, upon reasonable notice and at reasonable times, to examine the books and records of the other to the extent reasonably necessary to verify the accuracy of any statement, payment demand, charge, payment, or computation made under this Agreement. Provided, however, that any such audit and any claim based upon errors in any statement, etc. must be made within two (2) years of the date of such statement.

ARTICLE VIII.
NOTICES

All billings, payments, statements, notices, and communications made pursuant to this Agreement shall be made as follows:

SELLER
Transcontinental Gas Pipe Line Company, LLC
P.O. Box 1396
Houston, Texas 77251-1396
Attention: Transportation Marketing Group
Telephone: (713) 215-4626 or (713) 215-4356
Facsimile: (713) 215-4608

BUYER

Telephone: _____
Facsimile: _____

Either party may modify any information specified above by written notice to the other party.

ARTICLE IX.
FINANCIAL RESPONSIBILITY

A. Should the creditworthiness or financial responsibility of either party become unsatisfactory to the other party at any time during which this Agreement is in effect, satisfactory security may be required before further deliveries are made. In the event either party shall (i) make an assignment or any general arrangement for the benefit of creditors; (ii) default in the payment or performance of any obligation to the other party under this Agreement; (iii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iv) otherwise become bankrupt or insolvent (however

evidenced); (v) be unable to pay its debts as they fall due; or (vi) fail to give adequate security for or assurance of its ability to perform its further obligations under this Agreement within forty-eight (48) hours of a reasonable request by the other party, then the other party shall have the right to withhold or suspend deliveries or terminate this Agreement without further notice, in addition to any and all other remedies available hereunder or pursuant to law.

B. Each party reserves to itself all rights, set-offs, counterclaims, and other defenses which it is or may be entitled to arising from or out of this Agreement.

ARTICLE X.
FORCE MAJEURE

A. Except with regard to a party's obligation to make payments due under this Agreement, in the event either party hereto is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that upon such party's giving notice and full particulars of such force majeure as soon as reasonably possible, such notice to be confirmed in writing, by facsimile, or by telegram to the other party, after the occurrence of the cause relied on, then the obligations of the party giving such notice, insofar as they are affected by such force majeure, from its inception, shall be suspended during the continuance of any inability so caused but for no longer period.

B. The term "force majeure" as employed in this Agreement will mean acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, or any other causes of like kind not reasonably within the control of the party claiming force majeure and which by the exercise of due diligence such party could not have prevented or is unable to overcome.

C. Notwithstanding the foregoing Section B of this Article X, the term "force majeure" as employed in this Agreement specifically excludes the following occurrences or events: the loss, interruption, or curtailment of interruptible transportation on any transporter necessary to effect receipt or delivery of gas hereunder, unless the same event also curtails firm transportation on the same pipeline segment, to the extent firm transportation is available on the affected pipeline segment; and loss of markets.

D. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement of the use of diligence in restoring normal operating conditions shall not require the settlement of strikes or lockouts by acceding to the terms of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

ARTICLE XI.
TERM

This term of this Agreement shall commence at 9:00 a.m. Central Time on January 1, 2011 and shall continue until 9:00 a.m. Central Time on February 1, 2011.

ARTICLE XII.
MISCELLANEOUS

A. This Agreement constitutes the entire agreement between the parties hereto. There are no prior or contemporaneous agreements or representations affecting such subject matter other than those expressed in this Agreement.

B. No modification or change herein shall be enforceable, except as specifically provided for in this Agreement, unless reduced to writing and executed by both parties.

C. No assignment of this Agreement or any of the rights or obligations hereunder shall be made by either party unless the other party has consented in writing thereto, which consent shall not be unreasonably withheld.

D. This Agreement is for the sole and exclusive benefit of the parties hereto. Nothing expressed or implied herein is intended to benefit any other person, firm or corporation not a party hereto.

E. No waiver by either party hereto of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults whether of a like kind or different nature.

F. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED, AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

G. The heading used for the Articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

TRANSCONTINENTAL GAS PIPE LINE
COMPANY, LLC

By _____

Frank Ferazzi
Vice President, Commercial Operations

[BUYER]

By _____

Print Name _____
Title _____