

**HUB SERVICES CONTRACT**

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

**MOSS BLUFF:**

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

**CUSTOMER:**

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

This Hub Services 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. More than one Exhibit A may be in effect 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 provide interruptible Parking Service, Wheeling Service and Loaning Service, as applicable, and shall receive, inject, park, store, wheel, loan, withdraw and redeliver the quantities of natural gas up to Customer’s quantities, as set forth on the Exhibit(s) A hereto.

2. Storage Fees. The rates for all services performed under this Contract shall be any rate agreed upon by Moss Bluff and Customer electronically or in writing for any period mutually agreed upon as set out on the Exhibit(s) A.

3. Term: Subject to the other provisions of this Contract, this Contract shall be effective as of the date first above written and shall continue in full force and effect until terminated by either Customer or Moss Bluff upon thirty (30) days prior written notice to the other party; provided, however, such termination date may not fall within the effective date(s) of any currently effective Exhibit(s) A to this Contract. Subject to Section 5.3 of Moss Bluff’s Statement of General Terms and Standard Operating Conditions and without prejudice to such rights, this Contract may be terminated without notice by Moss Bluff in the event Customer fails to pay part or all of the amount of any bill for service hereunder and such

failure continues for thirty (30) days after payment is due. The indemnities and the obligation to make payment hereunder shall survive the termination of the Contract.

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 Bluff's 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.

**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**

Exhibit A to the Hub Services Contract  
between Moss Bluff Hub, LLC (Moss Bluff) and  
\_\_\_\_\_ (Customer)

Moss Bluff agrees to provide the following interruptible services to Customer under the terms and conditions described herein:

**TERM:** Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**CONTRACT QUANTITIES:**

Quantity Type	Quantity	Begin Date	End Date
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**LOCATIONS:**

Direction of Flow	Location	Quantity	Begin Date	End Date
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**SERVICE and RATES:** The following charges shall apply to the identified Hub Services Transaction:

—	Enhanced Park Service (EPS)					
	Begin Date	End Date	Charge Type			\$ per Dth
	_____	_____	Enhanced Park Charge:			_____
	_____	_____	Enhanced Park Injection Charge:			_____
	_____	_____	Enhanced Park Withdrawal Charge:			_____
—	Enhanced Loan Service (ELS)					
	Begin Date	End Date	Charge Type			\$ per Dth
	_____	_____	Enhanced Loan Charge			_____
	_____	_____	Enhanced Loan Injection Charge			_____
	_____	_____	Enhanced Loan Withdrawal Charge			_____
—	Interruptible Park Service (IPS)					
	Begin Date	End Date	Charge Type			\$ per Dth
	_____	_____	Interruptible Park Charge			_____
	_____	_____	Interruptible Park Injection Charge			_____
	_____	_____	Interruptible Park Withdrawal Charge			_____
—	Interruptible Wheeling Service (IWS)					
	Begin Date	End Date	Charge Type			\$ per Dth
	_____	_____	Interruptible Wheeling Charge			_____
—	Interruptible Loan Service (ILS)					
	Begin Date	End Date	Charge Type			\$ per Dth
	_____	_____	Interruptible Loan Charge			_____
	_____	_____	Interruptible Loan Injection Charge			_____
	_____	_____	Interruptible Loan Withdrawal Charge			_____

**FUEL REIMBURSEMENT (if applicable):** Injection Fuel: \_\_\_\_\_ per Dth  
Wheel Fuel: \_\_\_\_\_ per Dth

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Moss Bluff Signature: \_\_\_\_\_ Date: \_\_\_\_\_