

ASSIGNMENT AGREEMENT

This Assignment Agreement, dated as of [] ("Assignment Agreement") is by and among [] ("Assignor") and [] ("Assignee") and Moss Bluff Hub Partners, L.P. ("Moss Bluff"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Gas Storage Contract.

WITNESSETH

WHEREAS, Assignor and Moss Bluff have entered into a Gas Storage Contract dated _____, Contract No. ____ as the same may have from time to time been modified, amended and supplemented ("Gas Storage Contract") as described in the appropriate addendum to this Assignment Agreement, in the form attached hereto ("Addendum") and which has been furnished by Assignor in its entirety to Assignee;

WHEREAS, Assignor desires on a temporary basis to assign and delegate to Assignee all of its rights, duties and obligations in the Gas Storage Contract on a firm or recallable basis, and on a full or partial basis as set forth in the relevant Addendum and Assignee desires to accept such assignment and delegation and to assume such rights, duties and obligations, in accordance with the terms hereof; and

WHEREAS, Assignor desires to obtain the consent of Moss Bluff to such assignment, delegation and assumption and Moss Bluff desires to grant such consent in accordance with the terms hereof and by means of the LINK® System.

NOW, THEREFORE, in consideration of the premises and of the mutual Assignment Agreements herein contained, the parties hereto agree as follows:

1. Assignment and Assumption. (a) As and from the date ("Effective Date") that Moss Bluff, Assignor and Assignee finalize by means of the LINK® System the appropriate Addendum ("Addendum"), Assignor will assign and delegate to Assignee for the period set forth in the Addendum ("Assignment Period"), all of Assignor's rights, duties and obligations under the Gas Storage Contract and Assignee hereby accepts such assignment and delegation and assumes such rights, duties and obligations; provided, however, that Assignor shall remain ultimately liable to Moss Bluff for all payment obligations under the terms of the Gas Storage Contract during the Assignment Period; (b) Assignments hereunder shall be for periods of one or more days and the term shall not extend beyond the expiration of the Gas Storage Contract; (c) The Addendum shall specify the quantities or rights offered, and actually available on the Effective Date, and the exercise of which rights will not violate any maximum or minimum quantity requirements or limitations applicable under the SOC (as defined below).
2. Covenants of Assignee. Assignee agrees that, during the term of this Assignment Agreement, and as long as the Gas Storage Contract is in effect, Assignee (i) shall pay to Moss Bluff the Total Storage Reservation Fee as specified by Assignor and all other costs for storage services utilizing the natural gas storage facilities that are the subject of this Assignment Agreement; (ii) shall be responsible for any fuel retention or fuel costs as specified by the Gas Storage Contract; (iii) shall not reassign any capacity granted to it hereunder to any third party; (iv) shall comply with the applicable provisions of Moss Bluff's

operating rules and procedures including but not limited to applicable quality standards, delivery pressures and measurement requirements, and Moss Bluff's Statement of General Terms and Standard Operating Conditions ("SOC") including the applicable credit requirements; and (v) shall not change any of the terms and conditions of the Gas Storage Contract without the express written consent of Assignor.

3. Termination. This Assignment Agreement may be terminated at the option of Moss Bluff in the event any of the following circumstances occur:

Assignee fails to pay any amounts due under this Assignment Agreement;

Assignee makes an assignment or any general arrangement for the benefit of creditors;

Assignee files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or has such a petition filed or proceeding commenced against it;

The Gas Storage Contract is terminated for any reason; or

Assignee violates any of the covenants set out in Paragraph 2 above and such violation is not cured within two (2) business days following notice to Assignee unless waived by Moss Bluff.

In the event that the Assignment Agreement is terminated, any and all associated Addenda shall also be terminated automatically effective the same date the Assignment Agreement is terminated.

4. Resumption of Assignor's Rights/Recall. (a) Upon expiration of the Assignment Period or termination of this Assignment Agreement pursuant to paragraph 3 above, Assignor shall be immediately vested with all rights, duties and obligations under the Gas Storage Contract to the same extent as existed prior to this assignment; (b) If Assignor retains recall rights: (i) Assignor shall specify the reservation of recall rights in each applicable Addendum, (ii) such recall right shall be on a full day basis only and (iii) if Assignor elects to recall, it shall facilitate such recall via the LINK® System at least 24 hours prior to the start of the gas day relating to the recall.
5. Disposition of Gas. Upon termination, or expiration of the Assignment Period, or any recall as provided for in Section 4 hereof, any gas remaining in storage will be disposed of per the Assignor's instructions in the Addendum executed via the LINK® system.
6. Representation. Each of Moss Bluff, the Assignor and the Assignee hereby represents and warrants to the other parties hereto that the execution, delivery and performance hereof by it are within its corporate powers, and have been duly authorized by all necessary corporate or other action and that this Assignment Agreement constitutes its legal, valid and binding obligation.
7. Further Actions. Moss Bluff, Assignor and Assignee will execute, acknowledge and deliver all such other and additional instruments, notices, releases and other documents and will do all such other acts as may be necessary or advisable to fully assign to Assignee all of the respective rights and interests herein and hereby granted or intended to be granted and to carry out their respective obligations under this Assignment Agreement.

8. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
9. LINK®. If at any time Assignor desires to make an assignment pursuant to this Assignment Agreement and Assignee desires to accept such with respect to a given assignment, Assignor shall notify Moss Bluff of such desire and Moss Bluff, in its sole discretion, which shall not be unreasonably withheld, will proceed to finalize the appropriate Addendum to this Assignment Agreement by means of the LINK® System.
10. Billing. The Assignee shall be billed and make payments to Moss Bluff in accordance with the Gas Storage Contract. Moss Bluff shall continue to bill Assignor all applicable charges under the Gas Storage Contract, excluding charges billed to the Assignee that are attributable to Assignee's usage of the assigned capacity. Invoices sent to Assignor shall reflect a credit equal to the charges, excluding charges attributable to Assignee's usage of the assigned capacity, being billed to the Assignee for the assigned capacity. If Assignee fails to pay when due all or a part of the amounts credited to the Assignor, Moss Bluff shall pursue payment from Assignee by notifying Assignee that it has three days from receipt of such notice to pay the amount due, including any applicable interest. If the Assignee fails to pay such amount by the end of the third day, Moss Bluff shall reverse the credit and bill the Assignor for such past due amounts, plus applicable interest.
11. Term. The term of this Assignment Agreement shall begin on the date first written above and shall continue in full force and effect for one month and month to month thereafter unless terminated upon prior written notice specifying a termination date of the greater of 30 days from the date of the notice or the expiration of the term of the associated Addendum, or as provided for herein.
12. Addresses. Any notice, request, demand, bill, or payment provided for in this Assignment Agreement shall be in writing and shall be considered as duly delivered when mailed by registered, certified or regular mail to the addresses of the parties hereto as follows:

MOSS BLUFF:
Moss Bluff Hub Partners, L.P.
Attn: Vice President, Marketing
5400 Westheimer Court
Houston, Texas 77056

ASSIGNOR

ASSIGNEE

Or such other address as any party shall designate by formal written notice to the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement as of the date first above written.

_____ **(Assignor)**

By: _____
Name: _____
Title: _____

_____ **(Assignee)**

By: _____
Name: _____
Title: _____

Moss Bluff Hub Partners, L.P.

By: _____
Name: _____
Title: _____

Form of Addendum

Moss Bluff Addendum Contract No.: _____

Assignment Agreement No.: _____

Assignor: _____

Assignee: _____

Begin date of Assignment: _____

End date of Assignment: _____

Is this Assignment subject to right of recall? Yes: _____ No: _____

Conditions applicable to recall (if recallable):

Volume Commitment:

Maximum Storage Quantity (MSQ) _____ (Dth)

Maximum Daily Injection Quantity (MDIQ) _____ (Dth)

Maximum Daily Withdrawal Quantity (MDWQ) _____ (Dth)

Specific Firm Point(s) of Receipt

M&R#	MDRQ	Effective From	Effective To
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Specific Firm Point(s) of Delivery

M&R#	MDDQ	Effective From	Effective To
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Rate:

Reservation Charge: _____ (\$/Dth/Month)

Disposition of Gas:

This Addendum, entered into pursuant to the executed Assignment Agreement between Assignor, Assignee and Moss Bluff, is made a part of and subject to the Assignment Agreement.