

1 FUNDS TRANSFER AGENCY AGREEMENT

2 This Funds Transfer Agency Agreement ("FTA Agreement") is made and entered into as of
3 [_____, 199_] by [Marketer] ("Buyer"), [Bank] ("Fund Transfer Agent" or "FTA"), and [Supplier]
4 ("Seller").

5 ARTICLE I

6 SCOPE OF AGREEMENT

7 1.1 SPECIAL PROVISION TO NATURAL GAS SALE AND PURCHASE CONTRACT: This FTA
8 Agreement constitutes a Special Provision to that certain Base Contract for Short-Term Sale and Purchase
9 of Natural Gas dated _____, 199_, between Buyer and Seller ("Base Contract"), and is intended
10 to supplement the General Terms and Conditions ("GT&C") affecting all Transactions thereunder wherein
11 Buyer and Seller assume the respective roles indicated above. Capitalized terms used in this Agreement,
12 which are not herein defined, will have the meanings ascribed to them in the GT&C.

13 1.2 TERM: This Agreement shall commence on _____, 199_, and continue on a Month-to-
14 Month basis until terminated by any party upon 30 days written notice to the other parties; provided,
15 however, that this Agreement may not be terminated prior to the expiration of the latest Delivery Period
16 of any Transaction Confirmation(s) previously agreed to by the parties subject to this FTA Agreement.
17 The provisions contained in this Agreement that by their sense and context are intended to survive the
18 performance hereof by any party shall survive the completion of performance or termination or cancellation
19 of this Agreement.

20 1.3 APPOINTMENT OF FUNDS TRANSFER AGENT ("FTA"): Seller and Buyer hereby appoint FTA
21 as their agent under this Agreement and all related documents, instruments and agreements ("Related
22 Agreement(s)"), and authorize FTA, in such capacity, to exercise such powers and perform such duties
23 as are expressly delegated to FTA by the terms of this Agreement and the Related Agreements, together
24 with such other powers as are reasonably incidental thereto. FTA shall not have any duties or
25 responsibilities to, or any fiduciary relationship with, Buyer or Seller, and no implied covenants, functions,
26 responsibilities, duties, obligations or liabilities shall be read into this Agreement or any Related Agreement
27 or otherwise exist FTA, except those expressly set forth herein.

28 ARTICLE II

29 TRANSACTION PROCEDURE

30 2.1 MODIFICATION TO BASE CONTRACT: The parties will use the following Transaction
31 Confirmation procedure in lieu of the procedure set out in Sections 1.2 and 1.3 of the GT&C.

32 2.2 EXECUTION OF TRANSACTION CONFIRMATION BY BUYER AND SELLER: Should Buyer
33 and Seller come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery
34 Period subject to this FTA Agreement, the Confirming Party shall, and the other party may, record that
35 agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile,
36 to the other party and to the FTA by the close of the Business Day following the date of agreement. If a
37 sending party's Transaction Confirmation is agreeable to the receiving party, the receiving party will
38 execute the Transaction Confirmation and communicate copies thereof to the sending party and to the FTA
39 by facsimile transmission by the close of the Business Day following receipt.

40 2.3 CONFIRMATION OF TRANSACTION BY FTA: Upon the FTA's receipt of a Transaction
41 Confirmation executed by both Buyer and Seller or of non-conflicting Transaction Confirmations from both
42 Buyer and Seller, FTA will verify (i) that Buyer has contracted with a repurchaser to take delivery of a like
43 quantity of gas at the Delivery Point(s) identified on the Transaction Confirmation; (ii) that Buyer's

44 repurchaser has agreed to make payment through the FTA of the funds due for its purchase of the gas
45 delivered and accepted at such Delivery Point(s); and (iii) that the price to be paid by the repurchaser for
46 such gas is not less than the price set out on the Transaction Confirmation between Buyer and Seller.
47 FTA will confirm its verification within 24 hours of its receipt of the executed Transaction Confirmation(s)
48 by executing the FTA Confirmation Statement, as provided below, as a Special Condition at the bottom
49 of the Transaction Confirmation and returning copies of such executed FTA Confirmation Statement to
50 Buyer and Seller by facsimile transmission.

51 Special Condition - FTA Confirmation Statement
52 [Bank], as the Fund Transfer Agent (FTA), has reviewed the foregoing Transaction
53 Confirmation and hereby confirms to Seller and Buyer that it shall make payment on
54 behalf of Buyer to Seller for the gas delivered subject to this Transaction Confirmation
55 pursuant to the terms and conditions to its FTA Agreement with Buyer and Seller. FTA
56 further confirms that Buyer has contracted for the repurchase of a corresponding quantity
57 of gas at the Delivery Point(s) identified above and at a price greater than the price set
58 out above, and that Buyer's repurchaser has agreed to make payments for such gas
59 directly to FTA.

60 [Bank]: _____

61 2.4 CONFIRMATION EXECUTION REQUIRED: If Seller or Buyer has not received the FTA's
62 Confirmation Statement within 24 hours after communication of the executed Transaction Confirmation to
63 FTA, such party shall contact FTA and the other party by telephone regarding such non-receipt. The
64 parties acknowledge that their agreement will not be binding until FTA executes its FTA Confirmation
65 Statement and communicates a copy of such to Seller.

66 2.5 NO MODIFICATION; ENTIRE AGREEMENT: A fully executed and confirmed Transaction
67 Confirmation may not be modified without the written consent of Buyer, Seller and FTA. The entire
68 agreement between the parties shall be those provisions contained in both the Base Contract, as
69 supplemented by this FTA Agreement, and any effective Transaction Confirmation. In the event of a
70 conflict among the terms of (i) a Transaction Confirmation, (ii) the Base Contract, and the GT&E, the terms
71 of the documents shall govern in the priority listed in this sentence.

ARTICLE III

PAYMENTS

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74 3.1 PAYMENT FROM FTA: FTA shall pay Seller by wire transfer for the benefit of Buyer on the
 75 next Business day following receipt of funds paid by Buyer's repurchaser, and in accordance with FTA wire
 76 instructions contained in Section 3.2 below. Buyer shall not be required to enter into any other contractual
 77 or other arrangements in order to effectuate payments to Seller. FTA's obligation to make payment to
 78 Seller hereunder is specifically conditioned upon FTA's receipt of funds from Buyer's repurchaser.

79 3.2 PAYMENT ADDRESS: All payments from Buyer to Seller shall be sent through FTA via Fed
 80 Funds to Seller at the address set out herein. Only Seller may request revisions to the address specified
 81 for payment herein, which requests shall not be made more than two times per year, unless due to merger
 82 or mandated by State or Federal regulations.

83 [Supplier] - Wire Transfer Account
 84 Bank: [Supplier's Bank]
 85 Account No. [000-00-000000] ABA # [000000000]
 86 [City, State]

87 Invoice Reference No. _____
 88 Please include invoice reference number _____ in the text field of your wire transfer.

ARTICLE IV

NOTICES

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91 4.1 NOTICE REQUIREMENTS: Any notice provided for in this Agreement, or any notice which any
 92 party may desire to give to the others, shall be in writing and shall only be deemed to be duly delivered
 93 upon receipt. Such notice shall in each instance be sent by facsimile or other mutually acceptable
 94 electronic means, and confirmed by a telephone call as soon as possible during common business hours,
 95 to the contacts set out below.

96 4.2 NOTICES TO FTA:

97 Primary Contact:
98 [name]
99 Telephone No:
100 Facsimile No:

Emergency Contact:
[name]
Telephone No:
Facsimile No:

101 4.3 NOTICES TO BUYER:

102 Primary Contact:
103 [name]
104 Telephone No:

Emergency Contact:
[name]
Telephone No:

105 4.4 NOTICES TO SELLER:

106 Primary Contact:
107 [name]
108 Telephone No:

Emergency Contact:
[name]
Telephone No:

109 4.5 CHANGE OF CONTACTS: Any party may change the designated contact and telephone or
110 facsimile numbers for notices upon seven days written notice.

111 As evidence of their agreement hereto, the parties have caused this Agreement to be duly
112 executed in triplicate originals by their authorized representatives as of the date first written above.

113 BUYER:
114 By: _____
115 Name: _____
116 Title: _____

SELLER:
By: _____
Name: _____
Title: _____

117 FUNDS TRANSFER AGENT:

118 By: _____
119 Name: _____
120 Title: _____