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

ARTICLE I

SCOPE OF AGREEMENT

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

1.2 TERM: This FTA Agreement shall commence on [_________ __, 199_], and continue on a Month-to-Month basis until terminated by any party upon 30 days written notice to the other parties; provided, however, that this FTA Agreement may not be terminated prior to the expiration of the latest Delivery Period of any Transaction Confirmation(s) previously agreed to by the parties subject to this FTA Agreement. The obligation to make payment hereunder, including any related adjustments, shall survive the termination or cancellation of this FTA Agreement.

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

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

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

2.3 CONFIRMATION OF TRANSACTION BY FTA: Upon the FTA's receipt of a Transaction Confirmation executed by both Buyer and Seller or of non-conflicting Transaction Confirmations from both Buyer and Seller, FTA will verify (i) that Buyer has contracted with a repurchaser to take delivery of a like quantity of gas at the Delivery Point(s) identified on the Transaction Confirmation under the same Performance Obligation (firm or interruptible); (ii) that Buyer's repurchaser has agreed to make payment through the FTA of the funds due for its purchase of the gas delivered and accepted at such Delivery Point(s); and (iii) that the price to be paid by the repurchaser for such gas is not less than the price set out on the Transaction Confirmation between Buyer and Seller. The FTA will confirm its verification within 24 hours of its receipt of the executed Transaction Confirmation(s) by executing the FTA Confirmation Statement, as provided below, as a Special Condition at the bottom of the Transaction Confirmation and returning copies of such executed FTA Confirmation Statement to Buyer and Seller by facsimile transmission. (An example of this form of Transaction Confirmation is attached as Exhibit A-1.)

Special Condition - FTA Confirmation Statement

[Bank], as the Fund Transfer Agent (FTA), has reviewed the foregoing Transaction Confirmation and hereby confirms to Seller and Buyer that it shall make payment on behalf of Buyer to Seller for the gas delivered subject to this Transaction Confirmation pursuant to the terms and conditions to its FTA Agreement with Buyer and Seller. FTA further confirms that Buyer has contracted for the repurchase of a corresponding quantity of gas at the Delivery Point(s) identified above, under the same Performance Obligation and at a price greater than the price set out
above, and that Buyer's repurchaser has agreed to make payments for such gas directly to FTA.

[Bank]:

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

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

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

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

[Supplier'] - Wire Transfer Account
Bank: [Supplier's Bank]
Account No. [000-00-000000] ABA # [000000000]
[City, State]
ARTICLE IV
NOTICES

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

4.2 NOTICES TO FTA:

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

4.3 NOTICES TO BUYER:

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

4.4 NOTICES TO SELLER:

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

4.5 CHANGE OF CONTACTS: Any party may change the designated contact and telephone or facsimile numbers for notices upon seven days written notice.
As evidence of their agreement hereto, the parties have caused this FTA Agreement to be duly executed in triplicate originals by their authorized representatives as of the date first written above.

BUYER:  SELLER:
By:  ____________________  By:  ____________________
Name:  ____________________  Name:  ____________________
Title:  ____________________  Title:  ____________________

FUNDS TRANSFER AGENT:
By:  ____________________
Name:  ____________________
Title:  ____________________
1 SPECIAL PROVISION TO NATURAL GAS SALE AND PURCHASE CONTRACT:

2 This Special Provision amends that certain Base Contract for Short-Term Sale and Purchase of Natural Gas dated ______________ ____, 199_, between [Repurchaser] and [Marketer] (“Base Contract”), and is intended to supplement the General Terms and Conditions (“GT&C”) affecting all Transactions thereunder wherein [Repurchaser] is buyer and [Marketer] is seller. Capitalized terms used in this Agreement, which are not herein defined, will have the meanings ascribed to them in the GT&C.

7 1. DEFINITION OF “FTA”: The term “FTA” or "Funds Transfer Agent" will refer to:

2 [Bank]

3 [Bank’s address]

10 2. CONFIRMATION OF TRANSACTION BY FTA: Buyer and Seller will send copies of their respective Transaction Confirmations to FTA. Seller will obtain confirmation by the FTA that Seller has contracted with a supplier to deliver a like quantity of gas at the Delivery Point(s) identified on the Transaction Confirmation, under the same Performance Obligation (firm or interruptible) and at a price no greater than the price set out on the Transaction Confirmation between Buyer and Seller. Such confirmation will be documented by the FTA’s execution of the FTA Confirmation Statement, as provided below, as a Special Condition at the bottom of the Transaction Confirmation sent by Seller to Buyer. (An example of this form of Transaction Confirmation is attached as Exhibit A-2.)

19 Special Condition - FTA Confirmation Statement

_________________________________, as the Fund Transfer Agent (FTA), has reviewed the foregoing Transaction Confirmation and confirms that Seller has contracted for delivery of a corresponding quantity of gas at the Delivery Point(s) identified above, under the same Performance Obligation and at a price no greater than the price set out above. FTA will accept payment from Buyer on behalf of Seller under the terms and conditions of the Base Contract.

25 [ FTA ]: _____________________________

26 3. NO MODIFICATION: The payment instructions may not be modified during the operative period of a binding Transaction Confirmation, nor may any other provision of the Base Contract or the Transaction Confirmation be modified during the operative period of a binding Transaction Confirmation without the written consent of Buyer, Seller and FTA.
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated ________________. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of Receipt unless otherwise specified in the Base Contract.

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<tr>
<th>SELLER: [Supplier]</th>
<th>BUYER: [Marketer]</th>
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<td>Attn: ______________</td>
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<td>Phone: ______________</td>
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<td>Fax: ______________</td>
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<td>Base Contract No. ______________</td>
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Performance Obligation: _____ Firm (Fixed) _____ Interruptible

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<th>Transporter</th>
<th>Transporter Contract No.</th>
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Special Condition: FTA Confirmation Statement

Seller: ________________________________
By: ________________________________
Title: ________________________________
Date: ________________________________

Buyer: ________________________________
By: ________________________________
Title: ________________________________
Date: ________________________________

FTA Confirmation Statement:

[Bank], as the Funds Transfer Agent (FTA), has reviewed the foregoing Transaction Confirmation and hereby confirms to Seller and Buyer that it shall make payment on behalf of Buyer to Seller for the gas delivered subject to this Transaction Confirmation pursuant to the terms and conditions to its FTA Agreement with Buyer and Seller. FTA further confirms that Buyer has contracted for the repurchase of a corresponding quantity of gas at the Delivery Point(s) identified above, under the same Performance Obligation and at a price greater than the price set out above, and that Buyer's repurchaser has agreed to make payments for such gas directly to FTA.

[Bank]: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____________. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of Receipt unless otherwise specified in the Base Contract.

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FTA Confirmation Statement:

[Bank], as the Funds Transfer Agent (FTA), has reviewed the foregoing Transaction Confirmation and confirms that Seller has contracted for delivery of a corresponding quantity of gas at the Delivery Point(s) identified above, under the same Performance Obligation and at a price no greater than the price set out above. FTA will accept payment from Buyer on behalf of Seller under the terms and conditions of the Base Contract.