

1 FUNDS TRANSFER AGENCY AGREEMENT

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

5 ARTICLE I

6 SCOPE OF AGREEMENT

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

14 1.2 TERM: This FTA Agreement shall commence on _____, 199_, and continue on
15 a Month-to-Month basis until terminated by any party upon 30 days written notice to the other
16 parties; provided, however, that this FTA Agreement may not be terminated prior to the expiration
17 of the latest Delivery Period of any Transaction Confirmation(s) previously agreed to by the parties
18 subject to this FTA Agreement. The obligation to make payment hereunder, including any related
19 adjustments, shall survive the termination or cancellation of this FTA Agreement.

20 1.3 APPOINTMENT OF FUNDS TRANSFER AGENT ("FTA"): Seller and Buyer hereby
21 appoint FTA as their agent under this FTA Agreement and all related documents, instruments and
22 agreements ("Related Agreement(s)"), and authorize the FTA, in such capacity, to exercise such
23 powers and perform such duties as are expressly delegated to the FTA by the terms of this FTA
24 Agreement and the Related Agreements, together with such other powers as are reasonably
25 incidental thereto. The FTA shall not have any duties or responsibilities to, or any fiduciary
26 relationship with, Buyer or Seller, and no implied covenants, functions, responsibilities, duties,
27 obligations or liabilities shall be read into this FTA Agreement or any Related Agreement or
28 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

62 same Performance Obligation and at a price greater than the price set out above,
63 and that Buyer's repurchaser has agreed to make payments for such gas directly
64 to FTA.

65 *[Bank]:* _____

66 2.4 CONFIRMATION EXECUTION REQUIRED: If Seller or Buyer has not received the FTA's
67 Confirmation Statement within 24 hours after communication of the executed Transaction
68 Confirmation to FTA, such party shall contact FTA and the other party by telephone regarding
69 such non-receipt. The parties acknowledge that their agreement will not be binding until FTA
70 executes its FTA Confirmation Statement and communicates a copy of such to Seller.

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

78 ARTICLE III
79 PAYMENTS

80 3.1 PAYMENT FROM FTA: FTA shall pay Seller by wire transfer for the benefit of Buyer on
81 the next Business day following receipt of funds paid by Buyer's repurchaser, and in accordance
82 with FTA wire instructions contained in Section 3.2 below. Buyer shall not be required to enter into
83 any other contractual or other arrangements in order to effectuate payments to Seller. FTA's
84 obligation to make payment to Seller hereunder is specifically conditioned upon FTA's receipt of
85 funds from Buyer's repurchaser.

86 3.2 PAYMENT ADDRESS: All payments from Buyer to Seller shall be sent through FTA via
87 Fed Funds to Seller at the address set out herein. Only Seller may request revisions to the
88 address specified for payment herein, which requests shall not be made more than two times per
89 year, unless due to merger or mandated by State or Federal regulations.

90 *[Supplier'] - Wire Transfer Account*

91 Bank: [Supplier's Bank]
92 Account No. [000-00-000000] ABA # [000000000]
93 [City, State]

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

96 ARTICLE IV
97 NOTICES

98 4.1 NOTICE REQUIREMENTS: Any notice provided for in this FTA Agreement, or any notice
99 which any party may desire to give to the others, shall be in writing and shall only be deemed to
100 be duly delivered upon receipt. Such notice shall in each instance be sent by facsimile or other
101 mutually acceptable electronic means, and confirmed by a telephone call as soon as possible
102 during common business hours, to the contacts set out below.

103 4.2 NOTICES TO FTA:

104	<u>Primary Contact:</u>	<u>Emergency Contact:</u>
105	[name]	[name]
106	Telephone No:	Telephone No:
107	Facsimile No:	Facsimile No:

108 4.3 NOTICES TO BUYER:

109	<u>Primary Contact:</u>	<u>Emergency Contact:</u>
110	[name]	[name]
111	Telephone No:	Telephone No:
112	Facsimile No:	Facsimile No:

113 4.4 NOTICES TO SELLER:

114	<u>Primary Contact:</u>	<u>Emergency Contact:</u>
115	[name]	[name]
116	Telephone No:	Telephone No:
117	Facsimile No:	Facsimile No:

118 4.5 CHANGE OF CONTACTS: Any party may change the designated contact and telephone
119 or facsimile numbers for notices upon seven days written notice.

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

123	BUYER:		SELLER:
124	By: _____		By: _____
125	_____		
126	Name: _____		Name: _____
127	Title: _____		Title: _____
128	_____		

129 FUNDS TRANSFER AGENT:
130 By: _____
131 Name: _____
132 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
3 Natural Gas dated _____, 199_, between [Repurchaser] and [Marketer] ("Base
4 Contract"), and is intended to supplement the General Terms and Conditions ("GT&C") affecting
5 all Transactions thereunder wherein [Repurchaser] is buyer and [Marketer] is seller. Capitalized
6 terms used in this Agreement, which are not herein defined, will have the meanings ascribed to
7 them in the GT&C.

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

9 [Bank]
10 [Bank's address]

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

20
21 Special Condition - FTA Confirmation Statement

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

28 [_____ FTA _____]: _____

29 3. NO MODIFICATION: The payment instructions may not be modified during the operative
30 period of a binding Transaction Confirmation, nor may any other provision of the Base Contract
31 or the Transaction Confirmation be modified during the operative period of a binding Transaction
32 Confirmation without the written consent of Buyer, Seller and FTA.