

**SG RESOURCES MISSISSIPPI, L.L.C.**  
**FIRM STORAGE SERVICE PRECEDENT AGREEMENT**

**Third Cavern**

This Precedent Agreement (“Agreement”) is made and entered into effective as of the \_\_\_ day of August, 2007, by and between SG RESOURCES MISSISSIPPI, L.L.C., a Delaware limited liability company, herein called “Company,” and \_\_\_\_\_, a \_\_\_\_\_, herein called “Customer” (each of Company and Customer, a “Party,” and collectively, the “Parties”).

**WHEREAS**, Company is constructing a new salt-cavern natural gas storage facility to be located in Greene County, Mississippi with a currently authorized working gas storage capacity of 24 Bcf (the “Southern Pines Energy Center”); and

**WHEREAS**, on May 17, 2002, Company filed an application (the “FERC Certificate Application”) with the Federal Energy Regulatory Commission (“FERC”) requesting certificates of public convenience and necessity under Section 7 of the Natural Gas Act (“FERC Certificate”) authorizing Company to construct, own and operate the Southern Pines Energy Center; and

**WHEREAS**, on October 10, 2002, FERC issued an order granting the FERC Certificate as requested in the FERC Certificate Application (the “FERC Certificate Order”), and on October 11, 2002 Company filed with FERC a letter accepting the FERC Certificate; and

**WHEREAS**, on July 21, 2006, Company filed with FERC an application regarding amendments to the FERC Certificate to include expansion of the two previously approved storage caverns, addition of a third storage cavern, construction of an additional pipeline lateral, which includes interconnections with the pipeline systems of Florida Gas Transmission Company and Transcontinental Gas Pipe Line Corporation, and other miscellaneous changes (the “Expansion Project Application”); and

**WHEREAS**, on January 24, 2007, FERC issued an order granting the certificate amendment as requested in the Expansion Project Application (the “FERC Order Amending Certificate”), and on January 25, 2007, Company filed with FERC a letter accepting the FERC Certificate, as amended by the FERC Order Amending Certificate; and

**WHEREAS**, the FERC Certificate Order directs Company to file at least 60 days prior to commencing service a revised tariff complying with that order and the North American Energy Standards Board (“NAESB”) and Order Nos. 637 and 587 standards in effect at that time (the “FERC Tariff Filing”); and

**WHEREAS**, Customer acknowledges that the performance by Company of the firm natural gas storage service requested by Customer will require Company to construct the Southern Pines Energy Center; and

**WHEREAS**, Customer and Company now wish to enter into an agreement pursuant to which, upon the satisfaction of the conditions precedent enumerated below, they will execute a firm storage service agreement on the terms described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, Company and Customer agree as follows:

1. Company shall proceed with due diligence to seek all necessary authorizations, contract rights, property rights, financing arrangements and regulatory or other approvals, including but not limited to any necessary authorizations from the FERC and the Mississippi State Oil and Gas Board (all hereinafter referred to as the "Authorizations"), to construct the Southern Pines Energy Center and to render the proposed firm storage service for Customer pursuant to the terms and conditions specified herein and in the Service Agreement (as defined below). Customer agrees that it will support and cooperate with Company's efforts to obtain the Authorizations, provided, however, that Customer shall not be precluded by the foregoing provision from (i) intervening in any FERC proceeding concerning the Authorizations; or (ii) taking positions intended to preserve the benefits to Customer of this Agreement.

2. Subject to the satisfaction or waiver of the conditions precedent set forth herein, Company will construct the Southern Pines Energy Center and, following completion of the necessary construction, will render firm storage service for Customer (including firm receipt of gas, storage of gas and the firm delivery of gas in the quantities specified in Attachment 2 hereto) pursuant to a Firm Storage Service Agreement substantially in the form set forth in Attachment 1 hereto (the "Service Agreement"). Company's obligation to construct facilities under this Agreement is limited to the Southern Pines Energy Center facilities approved in the FERC Certificate Order and FERC Order Amending Certificate, as such authorizations may be amended.

3. Subject to the terms and conditions of this Agreement, Company and Customer will execute and deliver the Service Agreement, as set forth in Paragraph 2 of this Agreement, pursuant to which Company shall provide storage service for Customer on a firm basis consistent with the parameters set forth in Attachment 2. Service under the Service Agreement shall commence on the later of (i) the date on which Company, in its sole judgment, determines that it has sufficient available newly-constructed capacity to render service to Customer from the third cavern of the Southern Pines Energy Center or (ii) September 1, 2010 (the later of such dates, the "Completion Date"). Service under the Service Agreement shall continue for a primary term of ten (10) years following the Completion Date. In the event that the Completion Date has not occurred by September 1, 2011, Customer shall have the option exercisable within thirty (30) days thereafter to terminate this Agreement without any further liability to either Party.

4. Following FERC's issuance of an order accepting the Company's FERC Tariff Filing, and no earlier than 30 days before the Completion Date, Company shall prepare and execute the Service Agreement and forward copies to Customer for

execution. Customer shall execute the Service Agreement within five (5) days after delivery by Company, but in no case later than the day before the Completion Date.

5. If Company provides notice that the Authorizations are not satisfactory, then the Parties shall attempt in good faith to negotiate within a 90 day period an amendment to this Agreement and the Service Agreement to accomplish as nearly as possible the business objectives of the Parties as reflected in this Agreement. This Agreement shall terminate upon the expiration of the foregoing 90 day period unless within such period (a) a change to the Authorizations renders them satisfactory to Company or (b) the Parties otherwise mutually agree to an amendment of this Agreement and, as necessary, the Service Agreement.

6. If within thirty (30) days of the date on which service is to commence under this Agreement and the Service Agreement the Customer has not established that it qualifies as “creditworthy” under the creditworthiness provisions of Company’s FERC Gas Tariff (*i.e.*, Customer’s unsecured long term debt has a Credit Rating no lower than BBB- from Standard and Poor’s Corporation or Baa3 from Moody’s Investor Services, Inc.), Customer shall provide a guaranty from a creditworthy party to guarantee Customer’s obligations under the Service Agreement up to a maximum of three (3) months’ worth of applicable reservation charges for the requested MSQ at the applicable rate for Customer’s service.

7. Company agrees that, in the FERC Tariff Filing required by the Certificate Order, it will request authority to modify its FERC Gas Tariff as follows:

(a) To provide that Company will procure insurance for the benefit of its customers covering the risk of loss of customers’ gas held in the Southern Pines Energy Center storage facility, to the extent of and subject to the availability to Company on commercially reasonable terms of policies of insurance covering such risk of loss.

(b) To add to the *pro forma* Service Agreement for firm storage service under Rate Schedule FSS a limitation of remedies, liabilities and damages provision that provides in substance that neither Party shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages.

(c) To modify the *pro forma* Service Agreement for firm storage service under Rate Schedule FSS to specify that the law governing interpretation and enforcement thereof shall be the laws of the State of New York.

8. Each Party represents and warrants to the other as follows:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is in good standing in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of such Party or its ability to perform its obligations under this Agreement or the Service Agreement.

(b) The execution, delivery and performance of this Agreement by such Party has been duly authorized by all necessary action on the part of such Party in accordance with such Party's charter documents and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of such Party or any other party to any other agreement with such Party.

(c) This Agreement has been duly executed and delivered by such Party. This Agreement constitutes the legal, valid, binding and enforceable obligation of such Party, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting creditor's rights generally and by general equitable principles.

(d) No governmental authorization, approval, order, license, permit, franchise or consent, and no registration, declaration or filing with any governmental authority is required on the part of such Party in connection with the execution and delivery of this Agreement.

(e) There is no pending or, to the best of such Party's knowledge, threatened action or proceeding affecting such Party before any court, government authority or arbitrator that could reasonably be expected to materially and adversely affect the financial condition or operations of such Party or the ability of such Party to perform its obligations hereunder, or that purports to affect the legality, validity or enforceability of this Agreement.

9. Any notice and/or request provided for in this Agreement or any notice which either Party may desire to give to the other shall be in writing transmitted by facsimile, and mailed by registered or certified mail to the post office address of the Party intended to receive the same, as the case may be, as follows:

Company: SG Resources Mississippi, L.L.C.  
28420 Hardy Toll Road North, Suite 125  
Spring, Texas 77373  
Attn: Mark D. Cook  
Tel: 281-907-6311 x13  
Fax: 281-907-6312

Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_

In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed

effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the business day following receipt.

10. Any entity which shall succeed by purchase, merger, consolidation or other transfer to the properties of either Company or Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Upon providing thirty (30) days advance written notice, either Party may, without relieving itself of its obligations under this Agreement, assign any of its lawful rights hereunder to a company with which it is affiliated. No other assignment of this Agreement or of any of the rights or obligations hereunder shall be made without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and which shall be provided within sixty (60) days of receipt of written notice of the request, or such longer period as may be necessary to determine the creditworthiness of the proposed assignee. It is agreed, however, that the restrictions on assignment contained in this paragraph shall not in any way prevent either Party from pledging or mortgaging its rights hereunder as security for its indebtedness and in the event of such a pledge or mortgage by Company, Customer shall execute consents to assignment, opinions of counsel and other documents or instruments as may reasonably be requested by the Company's lenders, investors or financial institutions and, in all cases, within thirty (30) days following Company's request.

11. THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS.

12. Unless terminated sooner as provided herein, this Agreement shall terminate upon the execution of the Service Agreement as provided in Paragraph 4 of this Agreement. Upon termination of this Agreement for any reason, neither Party shall have any further rights or obligations under this Agreement.

13. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

14. No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

15. This Agreement, and the respective obligations of the Parties hereunder, are subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction over the Southern Pines Energy Center or

Company. Neither Party shall be held in default for failure to perform if such failure is due to compliance with such laws, orders, rules or regulations.

16. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

17. If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

18. No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

19. This Agreement shall not create any rights in third Parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Company or Customer.

20. This Agreement and the terms set forth herein are confidential and the Parties agree not to disclose such terms other than as set forth in this Agreement and in the Confidentiality Agreement signed by the Parties, if any, and as required by applicable law or any securities exchange; provided that (i) each Party may disclose the terms hereof to its officers, employees, agents, lenders and other advisors and to each of its members, affiliates and its respective members' or affiliates' officers, employees, agents, lenders and other advisors that have a bona fide need to know such information and that have agreed to use this information only for the purposes intended herein and to agreed to keep such information confidential, and (ii) each Party may disclose the terms hereof (x) to FERC or other regulatory authority having jurisdiction for the purpose of obtaining any regulatory approval required for the construction or operation of the Southern Pines Energy Center facility, and (y) to any lender, underwriter or investor, their advisors and counsel, in connection with the solicitation and consummation of the financing of the Southern Pines Energy Center project, subject to each such entity's undertaking in writing to keep such information confidential. The provisions of this Paragraph shall survive for a period of one calendar year after the termination of this Agreement.

21. This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first hereinabove written.

SG RESOURCES MISSISSIPPI, L.L.C.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT 1 TO  
FIRM STORAGE SERVICE PRECEDENT AGREEMENT**

**PRO FORMA SERVICE AGREEMENT**

**FIRM STORAGE SERVICE AGREEMENT**

(For Use Under Rate Schedule FSS)

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between SG RESOURCES MISSISSIPPI, L.L.C., a Delaware limited liability company herein called "SGRM," and \_\_\_\_\_, an \_\_\_\_\_, herein called "Customer," (each of SGRM and Customer, a "Party," and collectively, the "Parties"), pursuant to the following recitals and representations:

WHEREAS, SGRM owns and operates an underground natural gas storage facility known as the Southern Pines Energy Center, located in Mississippi and Alabama, and is authorized to provide natural gas storage and related services in interstate commerce by way of the Southern Pines Energy Center; and

WHEREAS, Customer has requested that SGRM provide certain firm natural gas storage services for Customer; and

WHEREAS, SGRM has agreed to provide such firm storage services for Customer subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, SGRM and Customer agree as follows:

**ARTICLE I - SCOPE OF AGREEMENT**

Following the commencement of service hereunder, in accordance with the terms of SGRM's Rate Schedule FSS, and of this Agreement, SGRM shall on any Day receive for injection into storage in the Southern Pines Energy Center for Customer's account a quantity of Gas up to Customer's Maximum Daily Injection Quantity as set forth on Exhibit "A" hereto, shall store quantities of Gas so injected up to a Maximum Storage Quantity as set forth on Exhibit "A" hereto (on a cumulative basis), and on demand on any Day shall withdraw from Customer's Storage Inventory and deliver to Customer a quantity of Gas up to Customer's Maximum Daily Withdrawal Quantity as set forth on Exhibit "A": hereto.

**ARTICLE II – POINTS OF RECEIPT AND DELIVERY**

The point(s) at which the Gas is to be tendered by Customer to SGRM under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Receipt).

The point(s) at which the Gas is to be tendered by SGRM to Customer under this Agreement shall be the point(s) designated on Exhibit "B" hereto (Customer's Point(s) of Delivery).

ARTICLE III - PRICE

- 3.1. Customer agrees to pay SGRM the charges as set forth on Exhibit "C" hereto for all Gas storage service furnished to Customer hereunder.
- 3.2. Customer further agrees to pay SGRM all other applicable fees and charges as set forth in the General Terms and Conditions and in Rate Schedule FSS.
- 3.3. Customer shall reimburse SGRM for all applicable taxes as may be assessed against SGRM for the receipt, injection, storage, withdrawal and/or delivery of Customer's Gas. In addition, Customer shall reimburse SGRM for Customer's pro rata portion, calculated using the same methodology as that used to assess the tax, of all ad valorem taxes, property taxes and/or other similar taxes on Customer's gas in storage assessed against and paid by SGRM.

ARTICLE IV - INCORPORATION OF RATE SCHEDULE AND TARIFF PROVISIONS

This Agreement shall be subject to the terms and conditions specified in SGRM's Rate Schedule FSS and the provisions of SGRM's FERC Gas Tariff, as filed with the Federal Energy Regulatory Commission, together with the General Terms and Conditions applicable thereto (including any changes in said Rate Schedule, Tariff or General Terms and Conditions as may from time to time be filed and made effective by SGRM).

ARTICLE V - TERM OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_, \_\_\_\_ and shall remain in force and effect until \_\_\_\_\_, \_\_\_\_ (the "Primary Term").

ARTICLE VI - NOTICES

Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and may be sent by facsimile transmission or mailed to the post office address of the Party intended to receive the same, as follows:

SGRM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

CUSTOMER:

NOTICES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

BILLING: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either Party shall designate by formal written notice to the other. In all instances, the Parties shall use their best efforts to provide notice by facsimile prior to 5 p.m. Eastern Time. Notice received before 5 p.m. Eastern Time shall be deemed effective the day of receipt. Notice received after 5 p.m. Eastern Time shall be deemed effective the day following receipt.

**ARTICLE VII - TRANSFER AND ASSIGNMENT OF ALL AGREEMENTS**

Any company which shall succeed by purchase, merger or consolidation to the properties, substantially as an entirety, of SGRM or of Customer, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Otherwise, no assignment of this Agreement or any of the rights or obligations thereunder shall be made by Customer, except pursuant to the General Terms and Conditions of SGRM's FERC Gas Tariff. It is agreed, however, that the restrictions on assignment contained in this Article shall not in any way prevent either Party to the Agreement from pledging or mortgaging its rights thereunder as security for its indebtedness.

**ARTICLE VIII - LAW OF AGREEMENT**

THE INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT SHALL BE IN ACCORDANCE WITH AND CONTROLLED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO DOCTRINES GOVERNING CHOICE OF LAW.

**ARTICLE IX - LIMITATION OF REMEDIES, LIABILITY AND DAMAGES**

Unless expressly herein provided, neither Party shall be liable to the other for indirect, special, consequential, incidental, punitive or exemplary damages.

**ARTICLE X - PRIOR AGREEMENTS CANCELLED**

SGRM and Customer agree that this Agreement, as of the date hereof, shall supersede and cancel the following Agreement(s) between the parties hereto:

Storage Service Agreement, dated \_\_\_\_\_, \_\_\_\_.

#### ARTICLE XI - WAREHOUSEMEN'S LIEN

11.1 CUSTOMER HEREBY ACKNOWLEDGES THAT SGRM SHALL BE ENTITLED TO, AND SGRM HEREBY CLAIMS, A LIEN ON ALL GAS RECEIVED BY SGRM FROM CUSTOMER, AND ALL PROCEEDS THEREOF, UPON SUCH RECEIPT BY SGRM, AS PROVIDED IN SECTION 7-209 OF THE NEW YORK UNIFORM COMMERCIAL CODE WITH THE RIGHTS OF ENFORCEMENT AS PROVIDED THEREIN AND HEREIN. IN NO WAY LIMITING THE FOREGOING, CUSTOMER HEREBY ACKNOWLEDGES THAT SGRM SHALL BE ENTITLED TO, AND SGRM HEREBY CLAIMS, A LIEN FOR ALL CHARGES FOR STORAGE OR TRANSPORTATION (INCLUDING DEMURRAGE AND TERMINAL CHARGES), INSURANCE, LABOR, OR CHARGES PRESENT OR FUTURE IN RELATION TO THE RECEIVED GAS, AND FOR EXPENSES NECESSARY FOR PRESERVATION OF THE RECEIVED GAS OR REASONABLY INCURRED IN THE SALE THEREOF, PURSUANT TO LAW, AND THAT SUCH LIEN SHALL EXTEND TO LIKE CHARGES AND EXPENSES IN RELATION TO ALL SUCH RECEIVED GAS.

11.2 IF DEEMED NECESSARY BY A COURT OF LAW, PURSUANT TO SECTION 7-202(2) OF THE NEW YORK UNIFORM COMMERCIAL CODE, SHIPPER HEREBY AGREES THAT:

(i) THIS AGREEMENT, WITH ALL SCHEDULES AND EXHIBITS HERETO, AND ALL OF THE MONTHLY STATEMENTS RENDERED BY SGRM TO CUSTOMER PURSUANT TO THE GENERAL TERMS AND CONDITIONS CONTAINED IN SGRM'S TARIFF, SHALL BE DEEMED A "WAREHOUSE RECEIPT" FOR ALL PURPOSES WITH RESPECT TO ARTICLE 7 OF THE NEW YORK UNIFORM COMMERCIAL CODE, REGARDLESS OF WHEN THE GAS STORED PURSUANT TO THE CONTRACT IS RECEIVED;

(ii) THE LOCATION OF THE WAREHOUSE, TO WHOM THE GAS WILL BE DELIVERED, RATE OF STORAGE AND HANDLING CHARGES, AND DESCRIPTION OF THE GOODS ARE AS SET FORTH, RESPECTIVELY, IN THE PREAMBLE OF THIS AGREEMENT, EXHIBIT B OF THIS AGREEMENT, THE MONTHLY INVOICE (AS DESCRIBED IN SECTION 14.1 OF THE GENERAL TERMS AND CONDITIONS) AND SECTION 2.16 OF THE GENERAL TERMS AND CONDITIONS;

(iii) THE ISSUE DATE OF THE WAREHOUSE RECEIPT WITH RESPECT TO EACH RECEIPT OF GAS SHALL BE DEEMED TO BE THE DATE SUCH GAS WAS RECEIVED;

(iv) THE CONSECUTIVE NUMBER OF THE RECEIPT SHALL BE DEEMED BASED ON THE DATES OF RECEIPT WHEN LISTED IN CHRONOLOGICAL ORDER, BEGINNING WITH THE FIRST RECEIPT OF GAS UNDER THE TERMS OF THE CONTRACT; AND

(v) THE SIGNATURE OF SGRM ON THE CONTRACT SHALL BE DEEMED TO BE THE SIGNATURE OF THE WAREHOUSEMAN.

## ARTICLE XII - MISCELLANEOUS

12.1. This Agreement sets forth all understandings and agreements between the Parties respecting the subject matter hereof, and all prior agreements, understandings and representations, whether written or oral, respecting the subject matter hereof are superseded by this Agreement. No modification of the terms and provisions of this Agreement shall be made except by the execution by both Parties of a written agreement.

12.2 No waiver by a Party of any default(s) by the other Party in the performance of any provision, condition or requirement of this Agreement shall operate or be construed as a waiver of any future default(s), whether of a like or of a different character, nor in any manner release the defaulting Party from performance of any other provision, condition or requirement set forth herein.

12.3 If any provision of this Agreement is declared null and void or voidable by a court of competent jurisdiction, such declaration shall in no way affect the validity or effectiveness of the other provisions of this Agreement, which shall remain in full force and effect, and the Parties shall thereafter use their commercially reasonable efforts to agree upon an equitable adjustment of the provisions of this Agreement with a view to effecting its purpose.

12.4 No presumption shall operate in favor of or against any Party as a result of any responsibility or role that any Party may have had in the drafting of this Agreement.

12.5 This Agreement shall not create any rights in third parties, and no provisions hereof shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than SGRM or Customer.

12.6 This Agreement may be executed in counterparts, and all such executed counterparts shall form part of this Agreement. A signature delivered by facsimile shall be deemed to be an original signature for purposes of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in several counterparts by their authorized agents as of the date first written above.

SG RESOURCES MISSISSIPPI, L.L.C.

By \_\_\_\_\_

Title \_\_\_\_\_

Customer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A to the Firm Storage Service Agreement  
between SGRM and  
\_\_\_\_\_ (Customer)  
dated \_\_\_\_\_

I. Maximum Daily Injection Quantity (“MDIQ”):

Effective Date or Event:	MDIQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

II. Maximum Storage Quantity (“MSQ”):

Effective Date or Event:	MSQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

III. Maximum Daily Withdrawal Quantity (“MDWQ”):

Effective Date or Event:	MDWQ
_____	_____ Dth
_____	_____ Dth
_____	_____ Dth

Notes:

1. The MDIQ, MSQ or MDWQ values set forth for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which a revised MDIQ, MSQ or MDWQ is to become effective.
  
2. Additional lines may be added if SGRM and Customer agree to more than three sets of date ranges defining specific MDIQ, MSQ and/or MDWQ values.

Exhibit B to the Firm Storage Service Agreement  
between SGRM and  
\_\_\_\_\_ (Customer)  
dated \_\_\_\_\_

Effective Date or Event: \_\_\_\_\_

Point(s) of Receipt and Point(s) of Delivery:  
Maximum Daily Receipt Quantity (“MDRQ”)  
Maximum Daily Delivery Quantity (“MDDQ”)

	MDRQ	MDDQ
Destin Pipeline Company, L.L.C.:	_____	_____
Florida Gas Transmission Company:	_____	_____
Transcontinental Gas Pipe Line Corp.:	_____	_____
Gulf South Pipeline Company, LP:	_____	_____
Southeast Supply Header, LLC:	_____	_____
_____:	_____	_____
_____:	_____	_____

Notes:

1. Add as many additional Point(s) of Receipt and Point(s) of Delivery as necessary. Any point with an MDRQ and/or MDDQ that is greater than zero (0) is considered to be a Primary Point. Receipts and deliveries at all other points are considered to be Excess Injection Gas or Excess Withdrawal Gas.
2. A Firm Storage Service Agreement may include multiple pages of Exhibit B if the Parties agree that the quantities associated with any primary receipt and/or delivery points shall change during the Primary Term.

Exhibit C to the Firm Storage Service Agreement  
between SGRM and  
\_\_\_\_\_ (Customer)  
dated \_\_\_\_\_

Effective Date or Event: \_\_\_\_\_

Storage reservation charge	_____
Withdrawal reservation charge	_____
Injection reservation charge	_____

Commodity Charges Applicable to the Following:

Point(s) of Receipt	_____
Points(s) of Delivery	_____

Storage injection charge	_____
Storage withdrawal charge	_____
Fuel reimbursement	_____

Point(s) of Receipt	_____
Points(s) of Delivery	_____

Storage injection charge	_____
Storage withdrawal charge	_____
Fuel reimbursement	_____

(Add as many commodity rates for different  
Receipt/Delivery Points as necessary)

Note:

Use additional sheets if there is more than one effective date or event. The charges for a specified period shall remain in effect until the conclusion of the Gas Day preceding the date or event specified as the date or event on which revised charges are to become effective.

**ATTACHMENT 2 TO  
FIRM STORAGE SERVICE PRECEDENT AGREEMENT**

<p><b>SG Resources Mississippi, L.L.C.</b>  <b>Southern Pines Energy Center</b>  <b>FSS Storage Service to be Provided to _____</b>  <b>September ____, 2007</b></p>
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Seller:	SG Resources Mississippi, L.L.C. ("SGRM")
Buyer:	_____ ("____")
Term:	XX Years beginning on the "Completion Date" as that term is defined in Section 3 of the Firm Storage Service Precedent Agreement between SGRM and ____ (in general, the date on which the third storage cavern at SGRM's Southern Pine storage facility is placed in service).
Nature of Service:	Firm Storage Service under Rate Schedule FSS as detailed in SGRM's FERC Gas Tariff
Demand Charge:	\$0.XX per Dth times the Maximum Storage Quantity paid Monthly
Storage Injection Charge:	\$0.01/Dth
Storage Withdrawal Charge:	\$0.01/Dth
Fuel Reimbursement Charge:	1.5% of quantities injected, in kind
Maximum Storage Quantity:	X,XXX,XXX Dth
Annual Turns:	X.XX
Maximum Daily Withdrawal:	XX,XXX Dth per day
Maximum Daily Injection:	XX,XXX Dth per day
Primary Delivery Points:	_____ XX,XXX Dth per day _____ XX,XXX Dth per day
Primary Receipt Points:	_____ XX,XXX Dth per day _____ XX,XXX Dth per day
Integration	The provisions of this Attachment are notwithstanding any other provision of the Firm Storage Service Precedent Agreement and Firm Storage Service Agreement and, to the extent of a conflict, the provisions of this Attachment will govern. For the purpose of this Attachment, "Agreement" means the Firm Storage Service Precedent Agreement and/or the Firm Storage Service Agreement, as applicable.