

GAS ANNEX COVER SHEET

This Gas Annex to the EEI Master Power Purchase & Sale Agreement (“Gas Annex”) is entered into as of the following date: _____ (“Effective Date”), and is pursuant to the EEI Master Power Purchase & Sale Agreement (including without limitation any amendments, annexes or Cover Sheet thereto which are provided for and incorporated into the EEI Master Power Purchase & Sale Agreement, the “EEI Master Agreement”) previously entered into between the Parties. The Gas Annex, together with the EEI Master Agreement (including any Gas Transactions accepted in accordance with Paragraph 1.3 hereto) shall be referred to as the “Agreement.” Party A (as defined below) and Party B (as defined below) are referred to individually as the “Party” and collectively as the “Parties.” The Parties to this Gas Annex are the following:

Name: _____, a _____ organized under the laws of the State of _____ (“Party A”)	Name: _____, a _____ organized under the laws of the State of _____ (“Party B”)
Date of the EEI Master Agreement between Party A and Party B:	_____
Effective Date of Gas Annex:	_____ (the “Gas Annex Effective Date”)
	<i>If the Parties do not specify a Gas Annex Effective Date, the Gas Annex Effective Date shall be the Date of the EEI Master Agreement.</i>
All Notices:	All Notices:
As set forth on the Cover Sheet to the EEI Master Agreement unless otherwise set forth below:	As set forth on the Cover Sheet to the EEI Master Agreement unless otherwise set forth below:
Street:	Street:
City, State, Zip:	City, State, Zip:
Attn:	Attn:
Phone:	Phone:
Facsimile:	Facsimile:
Email:	Email:
[NOTE: Parties should consider potential implications of email notice and confer with legal counsel before completing this field.]	[NOTE: Parties should consider potential implications of email notice and confer with legal counsel before completing this field.]
Duns:	Duns:
Federal Tax ID Number:	Federal Tax ID Number:

Invoices:		Invoices:	
As set forth on the Cover Sheet to the EEI Master Agreement unless otherwise set forth below:		As set forth on the Cover Sheet to the EEI Master Agreement unless otherwise set forth below:	
Attn:		Attn:	
Phone:		Phone:	
Facsimile:		Facsimile:	
Email:		Email:	
Nominations:		Nominations:	
As set forth on the Cover Sheet to the EEI Master Agreement <u>with respect to “Scheduling”</u> unless otherwise set forth below:		As set forth on the Cover Sheet to the EEI Master Agreement <u>with respect to “Scheduling”</u> unless otherwise set forth below:	
Attn:		Attn:	
Phone:		Phone:	
Facsimile:		Facsimile:	
Email:		Email:	
Confirmations:		Confirmations:	
As set forth on the Cover Sheet to the EEI Master Agreement with respect to “All Notices” unless otherwise set forth below:		As set forth on the Cover Sheet to the EEI Master Agreement with respect to “All Notices” unless otherwise set forth below:	
Attn:		Attn:	
Phone:		Phone:	
Facsimile:		Facsimile:	
Email:		Email:	
Option Exercise:		Option Exercise:	
As set forth on the Cover Sheet to the EEI Master Agreement with respect to “All Notices” unless otherwise set forth below:		As set forth on the Cover Sheet to the EEI Master Agreement with respect to “All Notices” unless otherwise set forth below:	
Attn:		Attn:	
Phone:		Phone:	
Facsimile:		Facsimile:	

<input type="checkbox"/> Wire Transfer - or - <input type="checkbox"/> ACH (check one box):	<input type="checkbox"/> Wire Transfer - or - <input type="checkbox"/> ACH (check one box):
As set forth in Part 4 of the Schedule the Cover Sheet to the EEI Master Agreement unless otherwise set forth below:	As set forth in Part 4 of the Schedule the Cover Sheet to the EEI Master Agreement unless otherwise set forth below:
Bank:	Bank:
ABA:	ABA:
Account:	Account:
Other Details:	Other Details:

Paragraph One Elections:

1.2 Alternative Spot Price Index:	The Parties have agreed to the following Alternative Spot Price Index: [None.]
	<i>If no index is specified, then no Alternative Spot Price Index will apply unless otherwise specified in a Confirmation with respect to a Gas Transaction.</i>
1.3 Applicability to Outstanding Gas transactions:	<input type="checkbox"/> Option A: All Gas transactions outstanding between the Parties in respect of Gas Products as of the Gas Annex Effective Date.
	<input type="checkbox"/> Option B: All Gas transactions outstanding between the Parties in respect of Gas Products that are specified in Schedule 1 to this Gas Annex.
	<input type="checkbox"/> Option C: None of the Gas transactions outstanding between the Parties in respect of Gas Products as of the Gas Annex Effective Date.
	<i>If none of the options specified above are selected, Option A shall apply.</i>
1.4 Outstanding Gas Credit Support:	<input type="checkbox"/> Applicable.
	<input type="checkbox"/> Not Applicable.
	<i>If neither of the options specified above are selected, Paragraph 1.4 shall <u>not</u> apply.</i>

Paragraph Two Elections:

2.2 Timing of Payments:	<input type="checkbox"/> Option A: Payment Netting, with Payment for Gas Transactions and Transactions other than Gas Transactions on the 25 th .
	<input type="checkbox"/> Option B: Payment Netting, with Payment for Gas Transactions and Transactions other than Gas Transactions on the 20 th .
	<input type="checkbox"/> Option C: No Payment Netting, with Payment for Gas Transactions on the 25 th .
	<input type="checkbox"/> Option D: No Payment Netting, with Payment for Gas Transactions on the following date of each month: _____
	<i>If none of the options specified above are selected, Option C shall apply.</i>

Paragraph Three Elections

3.2 Remedies For Failure to Deliver/Receive Gas Products:	<input type="checkbox"/> Option A: Cover Standard
	<input type="checkbox"/> Option B: Spot Price Standard
	<i>If neither of the options specified above are selected, Option A shall apply.</i>
3.6 Governmental Charges (Taxes):	<input type="checkbox"/> Option A: Buyer Pays At the Delivery Point
	<input type="checkbox"/> Option B: Seller Pays Before the Delivery Point
	<i>If neither of the options specified above are selected, Option A shall apply.</i>
3.9 U.S. Customs:	<input type="checkbox"/> Option A: Importer of Record
	<input type="checkbox"/> Option B: Importer of Record and Provision of North American Free Trade Agreement Certificate of Origin
	<i>If neither of the options specified above are selected, Option A shall apply.</i>

Other changes:

Specify, if any:

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Gas Annex to be duly executed in one or more counterparts (each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement) effective as of the date specified as the Gas Annex Effective Date. The Parties expressly acknowledge the validity of facsimile counterparts of the executed Gas Annex, if any, which may be transmitted in advance of, or in lieu of, executed original documents.

PARTY A

PARTY B

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____