Special Provisions to the NAESB Base Contract

Municipal Gas Authority of Georgia ("MGAG") and ___("Counterparty") hereby agree effective this ___ day of ___2010, to amend, modify and supplement the NAESB Standard 6.3.1 Base Contract for Sale and Purchase of Natural Contract ("Base Contract") with the following special provisions contained herein ("Special Provisions"). The Base Contract, as modified by the Special Provisions, shall apply to all confirmed transactions between the parties for the purchase and sale of Gas (each a "Transaction"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Base Contract.

SECTION 2. DEFINITIONS

Amend Section 2.12 by deleting the phrase "and replacement gas is not available" from the parenthetical phrase in the third line thereof, so that Section 2.12 shall read in its entirety as follows:

"2.12 'COVER STANDARD', AS REFERRED TO IN SECTION 3.2, SHALL MEAN THAT IF THERE IS AN UNEXCUSED FAILURE TO TAKE OR DELIVER ANY QUANTITY OF GAS PURSUANT TO THIS CONTRACT, THEN THE PERFORMING PARTY SHALL USE COMMERCIALLY REASONABLE EFFORTS TO (I) IF BUYER IS THE PERFORMING PARTY, OBTAIN GAS (OR AN ALTERNATE FUEL IF ELECTED BY BUYER), OR (II) IF SELLER IS THE PERFORMING PARTY, SELL GAS, IN EITHER CASE, AT A PRICE REASONABLE FOR THE DELIVERY OR PRODUCTION AREA, AS APPLICABLE, CONSISTENT WITH; THE AMOUNT OF NOTICE PROVIDED BY THE NON-PERFORMING PARTY; THE IMMEDIACY OF THE BUYER'S GAS CONSUMPTION NEEDS OR SELLER'S GAS SALES REQUIREMENTS, AS APPLICABLE; THE QUANTITIES INVOLVED; AND THE ANTICIPATED LENGTH OF FAILURE BY THE NON-PERFORMING PARTY."

SECTION 15. MISCELLANOUS

Replace Section 15.5 in its entirety with the following:

THE INTERPRETATION AND PERFORMANCE OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION AS INDICATED IN THE BASE CONTRACT; PROVIDED, HOWEVER, THAT THE OBLIGATIONS OF THE GAS AUTHORITY AND ITS MEMBERS PURSUANT TO ANY CONTRACTS BETWEEN THE GAS AUTHORITY AND ITS MEMBERS SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO PRINCIPLES OF LAW THAT WOULD REQUIRE THIS APPLICATION OF THE LAWS OF ANOTHER JURISDICTION."

Supplement Section 15.6 by adding the following language at the end of said Section 15.6:

{SUPPLIER} AGREES TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF_____, AND THE GAS AUTHORITY AGREES TO SUBMIT TO THE EXCLUSIVE ORIGINAL JURISDICTION OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA, AND TO THE EXTENT THAT ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS CONTRACT OR THE SUBJECT MATTER HEREOF OR ANY OF THE TRANSACTIONS HEREBY INVOLVES THE GAS AUTHORITY OR A CLAIM FOR THE PAYMENT OF MONETARY AMOUNTS FROM THE GAS AUTHORITY, EACH OF THE PARTIES HERETO (I) HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA, (II) HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH GEORGIA STATE COURT AND (III) TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES, AND AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE, IN ANY SUCH ACTION OR PROCEEDING ANY CLAIM THAT IT IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF THE ABOVE NAMED COURT, THAT THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS CONTRACT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED IN OR BY SUCH COURT.

Replace Section 15.10 in its entirety with the following:

UNLESS THE PARTIES HAVE ELECTED IN THE BASE CONTRACT NOT TO MAKE SECTION 15.10 APPLICABLE TO THIS CONTRACT, NEITHER PARTY SHALL DISCLOSE DIRECTLY OR INDIRECTLY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY THE TERMS OF ANY TRANSACTION TO A THIRD PARTY (OTHER THAN THE EMPLOYEES, LENDERS, ROYALTY OWNERS, COUNSEL, ACCOUNTANTS AND OTHER AGENTS OF THE PARTY OR PROSPECTIVE PURCHASERS OF ALL OR SUBSTANTIALLY ALL OF A PARTY'S ASSETS OR OF ANY RIGHTS UNDER THIS CONTRACT), EXCEPT (I) IN ORDER TO COMPLY WITH ANY APPLICABLE LAW, ORDER, REGULATION, OR EXCHANGE RULE, (II) TO THE EXTENT NECESSARY FOR THE ENFORCEMENT OF THIS CONTRACT, (III) TO THE EXTENT NECESSARY TO IMPLEMENT ANY TRANSACTION, OR (IV) TO THE EXTENT SUCH INFORMATION IS DELIVERED TO SUCH THIRD PARTY FOR THE SOLE PURPOSE OF CALCULATING A PUBLISHED INDEX. EACH PARTY SHALL NOTIFY THE OTHER PARTY OF ANY PROCEEDING

OF WHICH IT IS AWARE WHICH MAY RESULT IN DISCLOSURE OF THE TERMS OF ANY TRANSACTION (OTHER THAN AS PERMITTED HEREUNDER). THE EXISTENCE OF THIS CONTRACT IS NOT SUBJECT TO THIS CONFIDENTIALITY OBLIGATION. SUBJECT TO SECTION 13, THE PARTIES SHALL BE ENTITLED TO ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY TO ENFORCE OR SEEK RELIEF IN CONNECTION WITH, THIS CONFIDENTIALITY OBLIGATION. EXCEPT AS SET FORTH IN THE FIRST SENTENCE OF THIS SECTION 15.10, THE TERMS OF ANY TRANSACTION HEREUNDER SHALL BE KEPT CONFIDENTIAL BY THE PARTIES HERETO FOR ONE YEAR FROM THE EXPIRATION OF THE TRANSACTION.

IN THE EVENT THAT DISCLOSURE IS REQUIRED BY A GOVERNMENTAL BODY OR APPLICABLE LAW, THE PARTY SUBJECT TO SUCH REQUIREMENT MAY DISCLOSE THE MATERIAL TERMS OF THIS CONTRACT TO THE EXTENT SO REQUIRED, BUT SHALL PROMPTLY NOTIFY THE OTHER PARTY, PRIOR TO DISCLOSURE, AND SHALL COOPERATE (CONSISTENT WITH THE DISCLOSING PARTIES' LEGAL OBLIGATIONS) WITH THE OTHER PARTIES' EFFORTS TO OBTAIN PROTECTIVE ORDERS OR SIMILAR RESTRAINT WITH RESPECT TO SUCH DISCLOSURE AT THE EXPENSE OF THE PARTY.

IN WITNESS WHEREOF, the parties hereto have executed these Special Provisions to the Base Contract in duplicate, as of the date of the Base Contract.

{Counterparty}	MUNICIPAL GAS AUTHORITY OF GEORGIA
By: _____	By: _____
Name:	Name:
Title:	Title: