

EXHIBIT 6.6

FORM OF CONTINUING SERVICES AGREEMENT

THIS CONTINUING SERVICES AGREEMENT (this “Agreement”) is entered into as of [●], by and between Southern Union Company, a Delaware corporation (“Seller”), Plaza Missouri Acquisition, Inc., a Missouri corporation (“Buyer I”), and Plaza Massachusetts Acquisition, Inc., a Delaware corporation (“Buyer II” and, together with Buyer I, “Buyers”). Seller and Buyers are referred to collectively as the “Parties” and each individually, as a “Party”.

WHEREAS, as of the date hereof, Seller has sold to Buyer I certain assets relating to the local natural gas distribution utility and other business and operations conducted in the State of Missouri by Seller, pursuant to that certain Purchase and Sale Agreement, dated as of [●], 2012, between Seller, Buyer I and The Laclede Group, Inc. (the “Missouri PSA”);

WHEREAS, as of the date hereof, Seller has sold to Buyer II certain assets relating to the local natural gas distribution utility and other business and operations conducted in the Commonwealth of Massachusetts by Seller, pursuant to that certain Purchase and Sale Agreement, dated as of [●], 2012, between Seller, Buyer II and The Laclede Group, Inc. (the “Massachusetts PSA” and, together with the Missouri PSA, the “PSAs”); and

WHEREAS, upon the Closing Date, Buyers desire that Seller continue to provide certain services to Buyers with respect to the Combined Business, and Seller has agreed to continue to provide or cause to be provided to Buyers certain services, in each case in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the Parties’ respective covenants, representations, warranties, and agreements hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the PSAs. The same rules of construction as set forth under Section 13.7 of the PSA shall apply herein. As used in this Agreement, the following terms have the meanings specified in this Section 1.1:

“Services” means, collectively, the services provided hereunder by Seller to Buyers as described in Section 2.1 hereof.

“Service Schedule” means a schedule in the form of Exhibit A attached hereto or in such other form as may be mutually agreed upon by the Parties that, together with this Agreement, governs the provision of a particular Service or group of related Services by Seller to Buyers.

1.2 In addition, each of the following terms has the meaning specified in the Exhibit or Section set forth opposite such term:

<u>Term</u>	<u>Reference</u>
Buyer Indemnitee	Section 8.2
Confidential Information	Section 6.2(a)
Defaulting Party	Section 7.1
Disputes	Section 9.1
Event of Default	Section 7.1
Force Majeure	Section 9.4
Losses	Section 8.1
Non-Defaulting Party	Section 7.1(a)
Restricted Information	Section 6.3
Seller Indemnitee	Section 8.1

ARTICLE II SERVICES

2.1 Services. From and after the Closing Date and throughout the term of this Agreement, but subject to Section 3.3 hereof, Seller shall provide or cause to be provided to Buyers each of the Services described in any Service Schedule, in each case subject to and upon the terms and conditions set forth in this Agreement and, to the extent not inconsistent herewith, the applicable Service Schedule. In the event of any conflict between the terms and conditions of this Agreement and the Service Schedules, the terms and conditions of this Agreement shall control. The Services shall be limited to those that Seller provides with respect to the Combined Business as of the date hereof. The specific Services to be provided, and the scope thereof, shall be as described in the Service Schedules.

2.2 Standards. Seller shall provide the Services to Buyers in accordance with Good Utility Practices. The Services shall be provided in accordance with the policies, procedures and practices of Seller in effect as of the date hereof pursuant to which, and with the same priority as, Seller performs services of a like nature for itself and its Affiliates. Buyers hereby acknowledge that Seller is not in the business of providing such Services to third parties and that, except as set forth in this Section 2.2, Seller does not otherwise warrant or assume any responsibility for the Services. **EXCEPT AS STATED ABOVE, SELLER EXPRESSLY DISCLAIMS (I) ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ADEQUACY OR QUALITY OF THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (II) ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYERS BY SELLER OR ANY OF SELLER'S AFFILIATES IN CONNECTION WITH THE SERVICES.**

2.3 Subcontracting. Seller may engage one or more subcontractors to perform all or any portion of the Services to the extent, and upon the same terms and conditions, that Seller subcontracts for the provision of such Services to the Combined Business on the date hereof. Seller will promptly advise Buyers of any material disputes or defaults under any such subcontract.

2.4 Limitation of Services. Notwithstanding any other provision of this Agreement, in connection with the performance of its obligations under this Agreement, in no event shall Seller be obligated to acquire additional assets, equipment, rights or properties (including, without limitation computer equipment, software, furniture, furnishings, fixtures, machinery, vehicles, tools and other tangible personal property) that Seller would not provide, make or acquire in the ordinary course of its business as of the date hereof. Seller shall not be required to perform any Service hereunder that violates or contravenes any applicable Legal Requirement.

ARTICLE III TERM AND TERMINATION

3.1 Term. This Agreement shall remain in effect for a term commencing on the date hereof and continuing until the date that is [●] months¹ following the Closing Date or such earlier date upon which this Agreement is terminated in accordance with Article VII, and thereupon shall terminate except as otherwise provided in Section 3.3.

3.2 Termination. From time to time during the term hereof, Buyers may, upon not less than thirty (30) days prior written notice, advise Seller that the services set out under any particular Service Schedule are no longer required, in which case Seller will discontinue the provision of the service under such Service Schedule in accordance with the timing set out in such notice and, following discontinuation, such service shall no longer be included in the Services.

3.3 Survival. The provisions of Articles IV, VI, VIII, IX and X of this Agreement, and any and all payment obligations with respect to Services performed prior to the termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement.

ARTICLE IV COMPENSATION AND PAYMENT

4.1 Compensation. In consideration for the provision of the Services, Buyers shall pay to Seller in accordance with Section 4.3 the sum of (a) the direct costs of Seller to provide the applicable Service internally (i.e., hourly rate or annual salary converted to an hourly rate, plus the proportional benefit load and payroll taxes for Seller's employees, plus any applicable sales tax); plus (b) all third-party costs paid by Seller or any of its Affiliates to any Person (other than Seller or an Affiliate of Seller) to the extent incurred by Seller or such Affiliate in the performance of such Service, without markup of any kind; provided, however, that to limit administrative burden, the Parties may agree in a Service Schedule upon a specified amount of compensation as a reasonable approximation of all or any portion of the foregoing, in which case such specified amount shall control.

4.2 Allocation of Costs. In the event that any internal or third-party costs incurred by Seller in connection with the provision of the Services to Buyers are not solely related to the provision of Services to Buyers, the amount attributable to the provision of the Services to Buyers for purposes of Section 4.1 shall be determined by allocating such costs in accordance

¹ To be agreed by the Parties prior to Closing.

with methodologies approved by the MPSC or MDPU, as applicable, or, absent the foregoing, such other allocation methodologies that are generally accepted in the local gas distribution utility industry.

4.3 Invoicing. Seller shall bill Buyers monthly for all charges payable pursuant to Section 4.1 of this Agreement. All such charges shall be invoiced as incurred, except to the extent that a Service Schedule provides for other billing methods. With respect to any third-party costs incurred by Seller that are chargeable to Buyers hereunder, Seller shall deliver to Buyers, with the applicable invoice, reasonable supporting documentation.

4.4 Payment Terms. Payment of all undisputed amounts shall be due thirty (30) days after Buyer's receipt of an invoice therefor. Payment of an invoice shall not constitute a waiver of any rights. In the event of a dispute regarding any invoiced amount, Buyers will notify Seller in writing of the dispute, and the Parties will cooperate in good faith for the prompt resolution of any such dispute. Any additional amount determined to be validly due and payable hereunder shall be paid promptly following such determination.

4.5 Late Payments. Late payments (which shall not include any invoiced amounts subject to dispute pursuant to Section 4.4) shall bear interest from the date due through and including the date paid, at the "target" federal funds rate reported in the "Money Rates" section of the Eastern Edition of *The Wall Street Journal* published for such date, plus two percent (2%).

ARTICLE V COOPERATION

5.1 Good Faith Cooperation. The Parties will cooperate with each other in good faith in all matters relating to the provision and receipt of the Services.

5.2 Representatives. Each Party shall designate (and from time to time may replace) one or more representatives to act for and on behalf of such Party on matters concerning this Agreement generally and one or more representatives to act for and on behalf of such Party on matters concerning each of the Services. Each Party shall promptly notify the other Party in writing of the selection and any subsequent replacements of its representatives.

5.3 Reports. Each Party shall furnish to the other such periodic reports relating to a Service as specified in the Service Schedule relating to such Service.

5.4 Access. Buyers shall permit Seller and its subcontractors, and the employees, agents and representatives of each, reasonable access to facilities, information and data of Buyers, to the extent and at all times reasonably necessary for Seller to perform any of the Services.

ARTICLE VI DATA AND INFORMATION

6.1 Information Maintained by Seller. Until the expiration or termination of this Agreement, Seller shall maintain all information and data relating to the Services that is required to be maintained under any Service Schedule or by any applicable Legal Requirement or that is

otherwise customarily retained in connection with the Services. Seller shall provide Buyers and its representatives with reasonable access thereto during the term hereof. Upon the expiration or termination of this Agreement, Seller shall deliver such information and data to Buyers in such form as Buyers may reasonably request; provided, however, that the conversion of such information or data into any form other than that in which it is maintained by Seller shall be at the sole cost of Buyers.

6.2 Confidential Information.

(a) As used herein, “Confidential Information” means all information concerning a Party or its Affiliates or any of their respective businesses, assets, products, services, employees, or customers that is designated by such Party as confidential or that is customarily, or legally required to be, protected from public disclosure, regardless of whether such information is provided or obtained orally, in writing or other tangible form, via email or in electronic form, or through visual observation. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is in the public domain; (b) is or becomes generally available to the public through no action by the non-disclosing Party or by that Party’s representatives; (c) is or becomes available to the non-disclosing Party or that Party’s representatives on a non-confidential basis from a source, other than the disclosing Party or its representatives, which source is not prohibited from disclosing such portions by a contractual, legal or fiduciary obligation; (d) was in the possession of the non-disclosing Party or its representatives prior to disclosure of the same by the disclosing Party or its representatives (with the exception of information concerning the Combined Business that is to be held confidential pursuant to the PSAs); or (e) can be shown by the non-disclosing Party to have been independently developed by it or its representatives without access to any Confidential Information.

(b) Except with the prior consent of the disclosing Party, and subject to the terms and conditions of the PSAs, each Party must: (i) limit access to the Confidential Information of the disclosing Party to its employees, agents, representatives, subcontractors and consultants who have a need-to-know the information for performance or receipt of the Services; (ii) advise its employees, agents, representatives, subcontractors and consultants having access to such Confidential Information of the confidential nature thereof and of the obligations set forth in this Agreement; and (iii) safeguard such Confidential Information by using at least the same degree of care used by that Party in safeguarding its own similar information or material, but no less than a reasonable degree of care.

(c) Notwithstanding any other provision of this Agreement, a Party may disclose Confidential Information of the other Party to the extent compelled or required to do so by any applicable Legal Requirement, legal process, or the rules of any securities exchange. In such event, such Party shall give the other Party prompt written notice of such required disclosure and, if so requested, provide reasonable assistance to the other Party (at such other Party’s expense) in opposing or limiting such required disclosure.

(d) Each Party acknowledges and agrees that any breach of this Section 6.2 would cause the disclosing Party irreparable harm for which monetary damages would be

inadequate. Accordingly, without prejudice to any other rights and remedies otherwise available to the Parties, and notwithstanding anything to the contrary in this Agreement, in the event of any breach or threatened breach of this Section 6.2, each Party agrees (on its own behalf and on behalf of its representatives) to the granting of equitable relief, including injunctive relief and specific performance, in favor of the other Parties without the requirement to prove actual damages or to post a bond or other security.

6.3 Personal Information. Each Party agrees to comply with, and to cause each of its respective Affiliates and all of their employees, agents, contractors and subcontractors to comply with, all applicable Legal Requirements governing the collection, accessibility, use, maintenance, disclosure, protection or transmission of Restricted Information regarding any employee, agent, subcontractor, or customer of the other Party or of such other Party's Affiliates in connection with the provision or receipt of Services under this Agreement. As used herein, "Restricted Information" means any information of a personal or confidential nature regarding any such Person, regardless of how or from whom such information is received, and includes, without limitation, names, addresses, telephone numbers, e-mail addresses, social security numbers, credit card numbers, account information, credit information, demographic information and "protected health information" (as defined in the Health Insurance Portability and Accountability Act of 1996).

ARTICLE VII DEFAULT

7.1 Default. Each of the following shall constitute an "Event of Default" by a Party (the "Defaulting Party"):

(a) The failure of the Defaulting Party to pay any amounts owed to the non-defaulting Party (the "Non-Defaulting Party") under this Agreement within ten (10) days following the due date for such payment (unless any such amounts are subject to dispute pursuant to Section 4.4), and the Defaulting Party has not cured such default within five (5) days following written notice of default from the other Party;

(b) An act or omission by the Defaulting Party that results in a material breach under this Agreement and the Defaulting Party has failed to either (i) diligently take steps within ten (10) days following written notice of breach from the Non-Defaulting Party to correct such breach, or (ii) the Defaulting Party has failed to correct such breach within thirty (30) days from its receipt of such notice or, provided that the Defaulting Party is diligently pursuing such correction, such longer period as may be reasonably required therefor.

7.2 Rights Upon Default. Notwithstanding any other provision of this Agreement to the contrary, the Non-Defaulting Party shall have the right, upon written notice to the Defaulting Party, to (a) terminate this Agreement and/or any Service Schedule hereunder at any time following an Event of Default by the Defaulting Party and prior to such time as the Defaulting Party has cured such Event of Default; and/or (b) suspend performance under this Agreement until such time as the applicable Event of Default has been cured and the Defaulting Party has satisfied any and all liabilities to the Non-Defaulting Party in respect thereof. The foregoing

rights shall not be exclusive and shall be in addition to all other rights and remedies available to the Non-Defaulting Party, at law or in equity.

ARTICLE VIII INDEMNIFICATION AND LIABILITY

8.1 Indemnification by Buyers. Buyers shall indemnify, defend, and hold harmless Seller and its Affiliates, and their respective officers, employees, agents, and representatives (“Seller Indemnitees”) from and against any and all actual or contingent claims, demands, suits, losses, liabilities, damages, obligations, payments, costs, and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) resulting from or arising out of the provision of Services hereunder, except to the extent such Losses were caused by the willful misconduct or gross negligence of such Seller Indemnitees.

8.2 Indemnification by Seller. Seller shall indemnify, defend, and hold harmless Buyers and their Affiliates, and their respective officers, employees, agents and representatives (each, a “Buyer Indemnitee”) from and against any and all (i) direct Losses resulting from or arising out of the provision of Services (other than those arising out of any third-party claim), to the extent such Losses were caused by the willful misconduct or gross negligence of Seller Indemnitees and (ii) Losses resulting from or arising out of the provision of Services as the result of any third-party claim, to the extent such Losses were caused by the failure of Seller to comply with Section 2.2 hereof.

8.3 Waiver of Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement or provided for under any applicable Legal Requirement, no Party will, in any event, be liable to the other Party, either in contract or in tort, for any consequential, incidental, indirect, special, or punitive damages of the other Party, relating to the breach or alleged breach hereof or otherwise. The exclusion of consequential, incidental, indirect, special, and punitive damages as set forth in the preceding sentence does not apply to any such damages sought by non-affiliated third parties in connection with amounts that may be indemnified pursuant to this Article VIII.

8.4 Risk of Loss. Buyers shall bear all risk of loss to any assets acquired in connection with the Combined Business during (and after) the term hereof, and Buyers will have no claim against Seller for damage to or destruction of any such machinery, equipment, tools, parts or inventory, unless the damage or destruction is caused by or results from the gross negligence or willful misconduct of Seller Indemnitees.

ARTICLE IX DISPUTE RESOLUTION

9.1 Resolution by the Parties. In the event of any claims, disputes or other controversies between the Parties arising out of or relating to this Agreement or any of the Services (collectively, “Disputes”), the Parties may attempt to resolve any such Disputes by negotiation between executives who have authority to settle the Dispute. A Party may give the other Party written notice of a Dispute which has not been resolved in the normal course of business. Such notice shall include: (a) a statement of that Party’s position and a summary of

arguments supporting such position, and (b) the name and title of the executive who will be representing that Party and of any other person who will accompany the executive. Within five (5) Business Days after delivery of the notice, the receiving Party shall respond with (i) a statement of that Party's position and a summary of arguments supporting such position, and (ii) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within ten (10) Business Days after delivery of the summary positions, the executives of both Parties shall meet at a mutually acceptable time and place, and shall meet thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this clause are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. All applicable statutes of limitation shall be tolled while the procedures specified in this section are pending, and the Parties hereby agree to take any and all actions, if any, reasonably necessary to effectuate such tolling.

9.2 Further Remedies. If a Dispute has not been resolved by negotiation within forty-five (45) days following the disputing Party's initial notice (or such longer period as the Parties may reasonably agree), or if the other Party has failed to meet for the first time within fifteen (15) Business Days following the initial notice, either Party may pursue whatever other remedies may be available to such Party.

9.3 Injunctive Relief. Notwithstanding any other provision of this Agreement, any Party at any time may seek a preliminary injunction or other preliminary judicial relief if, in its sole judgment, such action is necessary to avoid irreparable damage or harm.

9.4 Force Majeure. In the event of either Party hereto being rendered unable, wholly or in part, by Force Majeure (defined below) to carry out its obligations under this Agreement, other than to make payments then or thereafter due hereunder, it is agreed that the obligations of such Party, so far as they are affected by such Force Majeure, shall be suspended from the commencement and during the continuance of any inability so caused but for no longer period, and such cause shall, as far as possible, be remedied with commercially reasonable and diligent dispatch by the Party claiming such in order to put itself in a position to carry out its obligations under this Agreement. The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, sabotage, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, hurricanes, arrests and restraints of governments and people, either federal or state, civil or military, civil disturbances, explosions, breakage or accident to equipment or machinery, any legislative, governmental or judicial actions which are resisted in good faith, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension and which by the exercise of due diligence such Party could not have prevented. The Party claiming Force Majeure shall give notice and full particulars of such Force Majeure, including but not limited to the probable duration of the Force Majeure event as well as the termination of such Force Majeure event, in writing to the other Party as soon as practicable after the occurrence of the cause relied on.

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of

strikes or lockouts by acceding to the demands of an opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

ARTICLE X MISCELLANEOUS

10.1 Independent Contractor. The relationship between the Parties established under this Agreement is that of independent contractor, and neither Party shall be deemed an employee, agent, partner, or joint venturer of or with the other.

10.2 Entire Agreement. This Agreement, together with the Service Schedules and the PSAs (including the schedules, exhibits and other written documents executed pursuant thereto), constitute the entire agreements between the Parties with respect to the subject matter hereof and thereof and supersede all prior written and oral agreements and understandings with respect to the subject matter hereof. Notwithstanding the foregoing, nothing in this Agreement shall be deemed to supersede or limit in any way any of the rights or obligations of the Parties under the PSAs or any other agreement entered into by the Parties in connection with the PSAs or the consummation of the transactions contemplated thereby. In the event of any conflict between the terms and conditions of this Agreement and the PSAs, the terms and conditions of the PSAs shall govern and control.

10.3 Governing Law. The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the State of Delaware over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby, and each Party irrevocably agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the venue of any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

10.4 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.5 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.6 Notices. Any notice, demand, offer, request or other communication required or permitted to be given by either Party pursuant to the terms of this Agreement shall be made in accordance with, and in the manner provided by, the provisions for notices in the PSAs.

10.7 Nonassignability. Except as provided in Section 2.3, neither Party may, directly or indirectly, in whole or in part, assign, transfer or otherwise dispose of all or any part of this Agreement, without the other Party's prior written consent, and any attempted assignment, transfer or disposition without such prior written consent shall be voidable at the option of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives and permitted successors and assigns.

10.8 Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person other than the Parties any rights or remedies of any nature whatsoever under or by reason of this Agreement.

10.9 Severability. If any term or other provision of this Agreement is determined by a decision by a court of a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

10.10 Failure Or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach hereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.11 Amendment. No change or amendment will be made to this Agreement except by a written instrument signed on behalf of each of the Parties.

10.12 Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile or other electronic transmission), all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

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IN WITNESS WHEREOF, the Parties have executed this Continuing Services Agreement effective as of the date first set forth above.

SOUTHERN UNION COMPANY

By: _____

Name: _____

Title: _____

PLAZA MISSOURI ACQUISITION, INC.

By: _____

Name: _____

Title: _____

PLAZA MASSACHUSETTS ACQUISITION, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A