



## SEA ROBIN PIPELINE

An ENERGY TRANSFER Company

April 10, 2025

Ms. Debbie-Anne A. Reese, Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, D.C. 20426

Re: Sea Robin Pipeline Company, LLC  
Docket No. RP25-\_\_\_\_\_  
Housekeeping Filing

Dear Ms. Reese:

Sea Robin Pipeline Company, LLC (“Sea Robin”) submits herewith for filing with the Federal Energy Regulatory Commission (“Commission”), as part of its FERC NGA Gas Tariff, Third Revised Volume No. 1 (“Tariff”), the revised tariff records which are listed on Appendix A hereto, proposed to become effective May 10, 2025.

### **STATEMENT OF THE NATURE REASONS AND BASIS**

The purpose of this filing, made in accordance with the provisions of Section 154.204 of the Commission’s Regulations, is to propose administrative housekeeping revisions to Sea Robin’s Tariff as described below. Sea Robin proposes no changes to its currently effective rates as part of this filing, and the proposed changes do not affect operations or a shipper’s terms and conditions of service.

First, the proposed tariff revisions correct the times shown in Sections 9.4(e) and 9.4(h) of the General Terms and Conditions (“GT&C”) to coincide with the timelines established for the bidding process of capacity releases as set forth within GT&C Section 9 (Capacity Release).<sup>1</sup> Second, the telephone number associated with Sea Robin’s contact information for Dispatching Notices or Nomination and Scheduling is updated on the Forms of Service Agreement for Rate Schedules FTS, FTS-2, ITS, GPS, Capacity Release and Pooling Service. Third, the tariff records listed with a reserved status are removed from Sea Robin’s Tariff by cancelling the reserved tariff records. Last, the proposed tariff revisions reflect minor typographical corrections.

### **IMPLEMENTATION AND WAIVER REQUESTS**

Pursuant to Section 154.7(a)(9) of the Commission’s Regulations, Sea Robin requests that the proposed tariff records submitted herewith be accepted May 10, 2025. Sea Robin respectfully requests the Commission grant any waivers of its Regulations that it deems necessary to allow the proposed tariff records in this filing to become effective on May 10, 2025.

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<sup>1</sup> 154 FERC ¶ 61,250 (2016).

## CONTENTS OF THE FILING

This filing is made in electronic format in compliance with Section 154.4 of the Commission's Regulations. In addition to the proposed tariff records in RTF format with metadata attached, the XML filing package contains:

- A transmittal letter including Appendix A in PDF format;
- A clean copy of the proposed tariff records in PDF format;
- A marked version of the proposed tariff changes in PDF format; and
- A copy of the complete filing in PDF format for publishing in eLibrary.

## COMMUNICATIONS, PLEADINGS AND ORDERS

Sea Robin requests that all Commission orders and correspondence as well as pleadings and correspondence from other parties concerning this filing be served on each of the following:

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<sup>2</sup> Designated to receive service pursuant to Rule 2010 of the Commission's Rules of Practice and Procedure. Sea Robin respectfully request that the Commission waive Rule 203(b)(3), 18 C.F.R. § 385.203(b)(3), in order to allow Sea Robin to include additional representatives on the official service list.

<sup>3</sup> Designated as responsible Company official under Section 154.7(a)(2) of the Commission's Regulations.

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Federal Energy Regulatory Commission  
April 10, 2025  
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In accordance with Section 154.2(d) of the Commission's Regulations, a copy of this filing is available for public inspection during regular business hours at Sea Robin's office at 1300 Main Street, Houston, Texas 77002. In addition, copies of this filing are being served electronically on jurisdictional customers and interested state regulatory agencies. Sea Robin has posted this filing on its Internet website accessible via <https://sermessenger.energytransfer.com> under Informational Postings, Regulatory.

Pursuant to Section 385.2011(c)(5) of the Commission's Regulations, the undersigned has read this filing and knows its contents, and the contents are true as stated to the best knowledge and belief of the signer, and the signer possesses full power and authority to sign such filing.

Respectfully submitted,

SEA ROBIN PIPELINE COMPANY, LLC

**/s/ Lawrence J. Biediger**

Lawrence J. Biediger  
Sr. Director, Rates and Regulatory Affairs

SEA ROBIN PIPELINE COMPANY, LLC  
FERC NGA Gas Tariff  
Third Revised Volume No. 1

Proposed to be effective May 10, 2025

<u>Version</u>	<u>Description</u>	<u>Title</u>
11.0.0	Part I	Table of Contents
9.0.0	Part VI	General Terms and Conditions
6.0.0	GT&C Section 9.	Capacity Release
2.0.0	GT&C Section 29.	Unauthorized Delivery of Gas (cancel)
2.0.0	Part VII	Form of Service Agreements
2.0.0	1. Rate Schedule FTS	Form of Service Agreement
2.0.0	2. Rate Schedule FTS-2	Form of Service Agreement
2.0.0	3. RateSchedule ITS	Form of Service Agreement
2.0.0	4. Rate Schedule GPS	Form of Service Agreement
2.0.0	5. Capacity Release	Form of Service Agreement
2.0.0	6. Pooling Service	Form of Service Agreement
2.0.0	8. Messenger	Form of Agreement (cancel)

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## GENERAL TERMS AND CONDITIONS

### 9. CAPACITY RELEASE

#### 9.1 Capacity Eligible for Release

- (a) Shippers under Rate Schedules FTS and FTS-2 shall be permitted to release all or part of their capacity on a temporary or permanent basis, in accordance with this Section 9 provided that the Releasing Shipper does not have any past due amount owing to Sea Robin under the Service Agreement for which it wishes to release capacity, and provided, further, that a Shipper under Rate Schedule FTS-2 may release capacity on a temporary basis hereunder only during months in which Shipper is being billed a Reservation Charge under Option B on the Currently Effective Rates for Rate Schedule FTS-2 contained herein. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the primary Points of Receipt and the primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Sea Robin based on usage.
- (b) Sea Robin shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Messenger<sup>®</sup> system or by using any other marketing services at its disposal.

#### 9.2 Shipper Release Notice

- (a) A Shipper that desires to release any or all of its firm capacity under this Section 9 must notify Sea Robin electronically on the Messenger<sup>®</sup> system or through electronic data interchange of its intent to release capacity and the terms of the release (hereinafter referred to as "Shipper Notice"). A Shipper Notice shall be posted on the Messenger<sup>®</sup> system upon receipt by Sea Robin or such later time which must comply with the timeline set forth in Section 9.4(b) herein, as requested by Releasing Shipper. This Shipper Notice shall include:
  - (1) Releasing Shipper's contract number;
  - (2) The specific quantity of capacity to be released;
  - (3) If the request for release is on a permanent basis;
  - (4) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;
  - (5) The period of time or term of the release;

- (6) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
- (7) Whether contingent bids will be accepted and when the contingency must be removed;
- (8) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;
- (9) The minimum rate expressed in dollars and cents, percentage of maximum rate or the index-based formula as detailed in the capacity release offer, term, and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of reservation charges will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum reservation rates. The one hundred percent (100%) load factor equivalent for such rates equals the overrun rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Sea Robin shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission. The maximum reservation rate that may be bid shall not exceed the maximum rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Notwithstanding the above, no rate limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Sea Robin is notified of the release;
- (10) The duration of the posting which may not be less than the minimum bid period specified in Section 9.4(b) herein;
- (11) The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Sea Robin to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Shipper Notice;
- (12) If the release is for any period of thirty-one (31) days or less and is exempt from bidding in accordance with Section 9.3(a), the Releasing Shipper may

designate in the Shipper Notice the winning bid criterion to be the first acceptable bid received;

- (13) Restrictions, if any, on the PRS or Replacement Shipper's ability to request changes in primary Points of Receipt or primary Points of Delivery;
  - (14) Whether the Shipper Notice may be rejected in part in the event Sea Robin rejects such Shipper Notice pursuant to Section 9.7; and
  - (15) Whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations and, if so, include the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (b) Releasing Shipper shall post the Shipper Notice on the Messenger<sup>®</sup> system. Releasing Shipper may withdraw its Shipper Notice at any time prior to the close of the bid period specified in the Shipper Notice herein when unanticipated circumstances justify and no minimum bid has been made.
  - (c) When a Releasing Shipper presents a PRS that is on the approved bidders list, such PRS shall acknowledge the Shipper Release Notice electronically.
  - (d) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Sea Robin may withdraw the Shipper Notice from posting.

### 9.3 Exceptions to Bidding

- (a) The following capacity releases are exempt from the bidding process set forth in Section 9.4 herein:
  - (1) A capacity release for any period of thirty-one (31) Days or less. A firm shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 9.3(a)(2), (3) or (4) below.
  - (2) A capacity release for more than one year at the maximum tariff rate.
  - (3) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations.

- (4) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (b) In the event a capacity release is exempt from bidding in accordance with Section 9.3(a) herein, the Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to all conditions of the release prior to the submission of the Shipper Notice to Sea Robin, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with Section 9.4 herein. The PRS will be posted as the winning bidder in accordance with Section 9.4(i) herein.
- (c) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases:

The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- Intraday 3 Cycle 6:00 p.m.

The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).

Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

#### 9.4 Bidding Process

- (a) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 2 herein and have executed a capacity release service agreement with Sea Robin in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Sea Robin to the contrary, no longer meets the credit qualifications in Section 26 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 15 herein.

- (b) The capacity release timeline applies to all parties involved in the capacity release process provided that 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Sea Robin with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release.

Further, Sea Robin may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Sea Robin).

- (1) For biddable releases (1 Year or less)
- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
  - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
  - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
  - If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
  - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
  - The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
  - Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.
- (2) For biddable releases (more than 1 Year)
- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(3) Timeline for Releases with Special Conditions

For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one Day later than gas could flow under the timeline set forth in Section 9.4(b)(1) or Section 9.4(b)(2).

- (c) All bids must be expressed in dollars and cents, percentage of maximum rate or the index-based formula as detailed in the capacity release offer, whichever is stated in the Shipper Notice, include the required bid information and must be received and posted electronically through the Messenger<sup>®</sup> system. Bids shall be posted on the Messenger<sup>®</sup> system with any contingencies identified and with the bidder's identity deleted.
- (d) A bidder may submit only one bid at a time in response to a Shipper Notice. A bidder may withdraw its bid through the Messenger<sup>®</sup> system at any time prior to the close of the posting period specified in the Shipper Notice without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.

- (e) Where there is a PRS and a bid which is better than the bid submitted by the PRS, Sea Robin will notify the PRS by 11:00 a.m. on the Day capacity is awarded and the PRS will have until 11:30 a.m. to match the better bid and obtain the right to the released capacity. Sea Robin shall issue an Addendum to the PRS unless a better bid, as defined in Section 9.2(a)(11) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Sea Robin shall issue an Addendum to the party who made the best bid.
- (f) All bids not withdrawn prior to the close of the posting period specified in the Shipper Notice shall be binding.
- (g) In the event that a winning bid has a contingency, and Sea Robin is not notified through the Messenger<sup>®</sup> system that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by Sea Robin.
- (h) The Releasing Shipper may define in the Shipper Notice the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Sea Robin shall evaluate the eligible bids by multiplying the price times the volume bid. Bids for a term of more than one (1) Month that vary in price or term shall be discounted to present value based on currently effective Commission interest rates or such other published, objective financial measure as posted by Sea Robin in advance of the offer/bid cycle. The bid producing the most revenue shall be determined to be the best bid. If there is a tie for the best bid and the Releasing Shipper does not specify a tie breaker, then the bids will be ranked first by the bid submitted first in time as established by Sea Robin's electronic date and time stamp, then by the bid generating the greatest present value of revenues over the shortest term. If there are multiple bids meeting the minimum conditions, Sea Robin shall rank the bids and Sea Robin shall award the bids, best bid first, until all offered capacity is awarded. Sea Robin will notify, through the Messenger<sup>®</sup> system by 11:00 a.m. following the end of the posting period, or by 12:00 Noon if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded.
- (i) Sea Robin will post the winning bids and Replacement Shippers' identity on the Messenger<sup>®</sup> system for at least five Business Days.

#### 9.5 Rights and Obligations of Releasing Shipper

- (a) Regardless of the amount of capacity Releasing Shipper releases under this Section 9, Releasing Shipper shall remain liable for the reservation charges attributable to the released capacity unless otherwise agreed to in writing and in advance by Sea Robin. In the event of a permanent release, Sea Robin may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the reservation charges. Such permanent release shall provide the same economic

value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Sea Robin agrees otherwise.

- (b) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Sea Robin will automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (c) If Releasing Shipper releases its MDQ for a geographic portion of the capacity reserved under its Service Agreement, Releasing Shipper may use its full MDQ for its unreleased geographic portion of capacity.
- (d) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.
- (e) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.
- (f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Sea Robin, Sea Robin's Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Sea Robin shall specify the quantity in terms of total released capacity entitlements.

#### 9.6 Rights and Obligations of Replacement Shipper

- (a) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Sea Robin selects such bid as the best bid. If all the information provided by the Releasing Shipper and the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Sea Robin will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid. The capacity release addendum number also will be issued within one hour of the award posting.
- (b) Replacement Shipper may submit nominations pursuant to Section 4 herein beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will gas flow on Replacement

Shipper's Service Agreement prior to the effective date of the release as posted in the Shipper Notice.

- (c) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges.
- (d) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Shipper Notice require otherwise.
- (e) A Replacement Shipper shall have the right to reserve primary point capacity up to its MDQ, subject to available capacity.
- (f) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

#### 9.7 Rights and Obligations of Sea Robin

Sea Robin shall determine, in its sole discretion, the best bid based upon the best bid criteria established pursuant to Section 9.2(a)(11) or Section 9.4(h) herein. Sea Robin shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Shipper Notice or bid which is discriminatory or conflicts with any order or regulation issued by the Federal Energy Regulatory Commission, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Shipper Notice shall be rejected in its entirety unless Shipper, pursuant to Section 9.2(a)(14), permits a partial rejection. Sea Robin shall provide simultaneous notification to Shipper, through the Messenger® system, of the reason(s) for rejecting a release notice with the notice of rejection. Sea Robin shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Sea Robin's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Sea Robin from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Sea Robin's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Sea Robin's negligence, bad faith or willful misconduct.

#### 9.8 Term

- (a) Any release under this Section 9 shall be for a minimum term of at least one Day.

- (b) Any release under this Section 9 shall be for a maximum term expiring on the earlier of:
  - (1) The last date this Tariff provision shall be effective;
  - (2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
  - (3) The expiration date specified by the Releasing Shipper in the Shipper Notice.

#### 9.9 Billing Adjustments

- (a) On the Releasing Shipper's bill for a Month in which it released capacity hereunder on a temporary basis, Sea Robin shall credit all reservation charge revenues billed by Sea Robin to the Replacement Shipper for the released capacity; provided, however, that in the event the Replacement Shipper fails to pay Sea Robin for any part of the amount credited to the Releasing Shipper's bill, Sea Robin reserves the right to reverse the credit on the Releasing Shipper's bill in a later Month up to the unpaid amount.
- (b) For temporary releases, the Releasing Shipper shall have the right to recall its capacity pursuant to Section 9.2(a)(6), if the Replacement Shipper fails to pay its reservation charges pursuant to the provisions of Section 15 of these General Terms and Conditions. The recall notice may be made by Releasing Shipper on Messenger®; provided, however, it will be Releasing Shipper's obligation, and not Sea Robin's responsibility, to ensure that the Replacement Shipper has received such notice in a timely manner.
- (c) Sea Robin shall not be required to credit all reservation charges billed to the Replacement Shipper to the extent a Releasing Shipper's FTS Agreement under which it pays a discounted rate provides otherwise with respect to credits in excess of the Releasing Shipper's discounted rate.
- (d) In the event the Replacement Shipper fails to make payment during a Month and Sea Robin does not have credit support in effect against which it can draw to obtain payment, unless a good faith dispute exists, the Releasing Shipper may elect to take assignment of Sea Robin's right to collect the account receivable from the Replacement Shipper and Sea Robin shall prepare and execute all documents necessary to make such assignment.
- (e) For a capacity release with a term of more than 1 Year, if any of the transportation rates billed to and paid by the Replacement Shipper are found by the Commission to exceed the rate which the Commission determines to be just and reasonable and Sea Robin is ordered to make refunds to Shippers which

would have included the Releasing Shipper, the Replacement Shipper shall be eligible to receive its share of refunds to the extent of any amounts it paid in excess of the rates the Commission subsequently determined to be just and reasonable under the Service Agreement. Notwithstanding the above, if the Replacement Shipper has paid its obligation in full, Sea Robin's obligation to make any refunds to the Releasing Shipper shall not include any amounts associated with the released capacity for which Sea Robin has distributed refunds to the Replacement Shipper.

For a capacity release with a term of one Year or less, the rate paid by a Replacement Shipper, which is not subject to the maximum rate cap, shall be deemed a final rate which is not subject to refund. The Releasing Shipper of a capacity release with a term of one Year or less shall be eligible to receive its share of refunds to the extent amounts it paid are in excess of the rates the Commission subsequently determined to be just and reasonable under the Service Agreement.

- (f) If the Releasing Shipper and Sea Robin so agree, Sea Robin shall receive a mutually agreeable fee for taking action to market Releasing Shipper's firm capacity so long as such actions constitute more than merely posting the Releasing Shipper's offer. Such marketing fee will be debited to Releasing Shipper's invoice.

#### 9.10 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Sea Robin's Informational Postings website located at <https://sermessenger.energytransfer.com> under "Notices, Request to Purchase Releasable Capacity." The form shall specify the terms and conditions of the request and the location of the posting on Sea Robin's Informational Postings website. Such offer to purchase released capacity shall be posted on Sea Robin's website for 30 Days.

**Part VII**  
**Form of Service Agreements**

1. Rate Schedule FTS	Form of Service Agreement
2. Rate Schedule FTS-2	Form of Service Agreement
3. Rate Schedule ITS	Form of Service Agreement
4. Rate Schedule GPS	Form of Service Agreement
5. Capacity Release	Form of Service Agreement
6. Pooling Service	Form of Service Agreement
7. Reserve Commitment	Form of Agreement

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ (Service Agreement), by and between (Shipper's Name), hereinafter referred to as "Shipper", and SEA ROBIN PIPELINE COMPANY, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as "Sea Robin".

WITNESSETH:

WHEREAS, Sea Robin is an interstate pipeline, as defined in Section 2(15) of the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper has requested firm transportation of various supplies of gas for redelivery for Shipper's account on a firm basis and has submitted a valid request as defined in General Terms and Conditions Section 2 (describe transaction more fully if necessary); and

WHEREAS, Sea Robin has agreed to assist Shipper in the transportation of such gas supplies in accordance with the terms and conditions of this Service Agreement, pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission).

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I  
SERVICE

1.1 Subject to the other provisions of this Agreement and of Sea Robin's Rate Schedule FTS and the General Terms and Conditions thereto, Shipper may deliver or cause to be delivered to Sea Robin at the Sea Robin Point(s) of Receipt described in Exhibit A to this Service Agreement, and Sea Robin agrees to accept at such point(s) for transportation under this Service Agreement, aggregate daily quantities of Natural Gas up to the total Maximum Daily Quantity (MDQ) set forth on Exhibit A hereto. An MDQ is also specified in Exhibit A as to each Sea Robin Point of Receipt. The sum of the MDQs of the Point(s) of Receipt designated on Exhibit A shall not exceed the total MDQ set forth on Exhibit A. These quantities are subject to interruption or limitation pursuant to Rate Schedule FTS and the General Terms and Conditions.

1.2 Sea Robin shall redeliver on a firm basis Equivalent Volumes, as defined in Section 1 of the General Terms and Conditions, to Shipper at the Sea Robin Point(s) of Delivery described in Exhibit A. The MDQ for each Sea Robin Point of Delivery shall be as specified in Exhibit A. The sum of the MDQs of the Point(s) of Delivery designated on Exhibit A shall not exceed the total MDQ set forth in Exhibit A.

1.3 Shipper may also deliver or cause to be delivered to Sea Robin gas for transportation hereunder at secondary Point(s) of Receipt and Sea Robin agrees on any Day to accept gas at such points on a secondary firm basis up to (i) the MDQs of gas at each Point of Receipt, not to exceed in the aggregate the total MDQ set forth in Exhibit A, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Receipt.

1.4 Shipper may also request redelivery of Equivalent Volumes hereunder at secondary Point(s) of Delivery and Sea Robin agrees on any Day to redeliver such volumes to Shipper at the secondary Point(s) of Delivery on a secondary firm basis up to (i) the MDQs at each Point of Delivery not to exceed in the aggregate the total MDQ set forth in Exhibit A, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Delivery.

## ARTICLE II CONDITIONS OF SERVICE

2.1 It is recognized that service hereunder is provided pursuant to Rate Schedule FTS which is hereby incorporated by reference, including the General Terms and Conditions. In the event of any conflict between the body of this Service Agreement and Sea Robin's Rate Schedule FTS, Rate Schedule FTS shall govern as to the point of conflict. In accordance with the provisions of Sea Robin's Tariff, Sea Robin shall have the right to determine the priority and/or scheduling of the transportation service under this Service Agreement. In accordance with the provisions of Sea Robin's Tariff, Sea Robin shall also have the right to revise its priority and/or scheduling of this transportation service from time to time.

2.2 This Service Agreement shall be subject to all operating conditions established by Sea Robin in Rate Schedule FTS and the General Terms and Conditions as such conditions may be revised from time to time.

2.3 Sea Robin shall have the right to interrupt service under this Service Agreement if, at any time after reasonable notice given the circumstances, Shipper fails materially to comply with any provision of this Service Agreement, Sea Robin's Rate Schedule FTS, or its General Terms and Conditions.

2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

## ARTICLE III NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following address or to such other physical or electronic address as either party shall designate by written or electronic communication.

Sea Robin:

Notices and General  
Correspondence:

Sea Robin Pipeline Company, LLC  
Attention: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713) 627-4272 or  
1-800-275-7375  
Facsimile: (713) 989-1178

Dispatching Notices:

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 989-7799  
Fax: (713) 286-5402

EMERGENCIES (Not to be used  
for any other purpose):

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Shipper:

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation by physical or electronic means is requested by either party hereto.

#### ARTICLE IV TERM

4.1 Sea Robin shall provide firm transportation service pursuant to this Service Agreement for the term stated on Exhibit A.

4.2 Termination of this Service Agreement shall not affect the obligations incurred by either party prior to the effective date of such termination nor shall such termination cancel balances of gas then owing by either party to the other.

#### ARTICLE V CONDITIONS PRECEDENT

5.1 Other provisions of this Service Agreement notwithstanding, Sea Robin shall be under no obligation to commence service hereunder unless and until all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, treating, processing and delivery of Natural Gas hereunder have been installed and are in operating condition. Further, the terms of Rate Schedule FTS and the General Terms and Conditions shall apply to the acquisition or construction of any facilities necessary to effectuate the Service Agreement.

#### ARTICLE VI RATES AND CHARGES

6.1 Shipper shall be obligated to pay Sea Robin monthly, for the service under this Service Agreement, the charges specified in Rate Schedule FTS and the General Terms and Conditions. Sea Robin may agree from time to time to discount the rate charged Shipper for services provided hereunder in accordance with Section 20 of the General Terms and Conditions. Said discounted charge shall be documented in writing.

6.2 If at any time, and from time to time, including as to the first Month's deliveries hereunder, the Commission or any other governmental authority having jurisdiction in the premises allows or permits Sea Robin to collect, or to negotiate to collect, a higher rate (including but not limited to any incentive charge) for the transportation service, the rate shall be increased to the highest such rate.

6.3 Sea Robin shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable to service provided under this Service Agreement, including both the level and design of such rates and charges; (ii) the terms and conditions applicable to Rate Schedule FTS; and (iii) the General Terms and Conditions. Sea Robin agrees that Shipper may protest or contest the aforementioned filings.

ARTICLE VII  
MISCELLANEOUS

7.1 This Service Agreement constitutes the entire agreement between the parties and no representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the parties.

7.2 Exhibit A is hereby incorporated by reference into and made a part of this Service Agreement.

7.3 After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

7.4 (If applicable) This Service Agreement supersedes and cancels the Service Agreement (# \_\_\_\_\_) dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed in two (2) original counterparts, by their officers thereunto duly authorized, as of the first Day and Year set forth hereinabove.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FTS  
Between  
SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area \_\_\_\_\_

Maximum Daily Quantity for each specified period of the Agreement:

Effective from \_\_\_\_\_ through \_\_\_\_\_ : \_\_\_\_\_ Dt.

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

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

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. \_\_\_\_\_

Primary Point(s) of Receipt

<u>Point No.</u>	<u>Receipt Point</u>	<u>Maximum Daily Quantity in Dth</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Secondary Point(s) of Receipt

All active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current listing of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Receipt.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. \_\_\_\_\_

Primary Point(s) of Delivery

<u>Point No.</u>	<u>Delivery Point</u>	<u>Maximum Daily Quantity in Dth</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Total MDQ: \_\_\_\_\_

Secondary Point(s) of Delivery

All active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Delivery.

RATE SCHEDULE FTS-2  
FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_  
Authorization: \_\_\_\_\_

THIS AGREEMENT, made and entered into as of this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ (Service Agreement) by and between Sea Robin Pipeline Company, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as "Sea Robin," and \_\_\_\_\_, hereinafter referred to as "Shipper,"

WITNESSETH

WHEREAS, Sea Robin is an interstate pipeline, as defined in the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper is (describe nature of Shipper (e.g., producer, intrastate pipeline, distributor, end-user, etc.)); and

WHEREAS, Shipper has requested firm transportation pursuant to Rate Schedule FTS-2 of various supplies of gas for redelivery for Shipper's account and has submitted to Sea Robin a request for such transportation service in compliance with Section 2 of the General Terms and Conditions and as defined in Rate Schedule FTS-2; and

WHEREAS, Shipper has agreed in the form of Reserve Commitment Agreement with Sea Robin to dedicate gas owned or controlled by Shipper from certain Committed Leases to Sea Robin's Pipeline System; and

WHEREAS, Sea Robin has agreed to provide Shipper with transportation service of such gas supplies in accordance with the terms and conditions of this Service Agreement and pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission).

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I  
TRANSPORTATION QUANTITY

1.1 Subject to the terms and provisions of this Service Agreement, Rate Schedule FTS-2 and the General Terms and Conditions of Sea Robin's Tariff (Tariff), Shipper agrees to deliver or cause to be delivered to Sea Robin at the primary or secondary Point(s) of Receipt described in Exhibit A to this Service Agreement, and Sea Robin agrees to accept at such point(s) for transportation under this Service Agreement, an aggregate quantity specified in Exhibit A to this Service Agreement of Natural Gas per

Day, hereinafter the "Maximum Daily Quantity" or "MDQ", for the applicable delivery periods. A delivery period shall not be less than three (3) Months, hereinafter "Delivery Period(s)." The MDQ for each Delivery Period shall not be less than 1,000 Dth/d and shall be supported by a life of reserves production profile for the Committed Lease(s), as more thoroughly described in Sea Robin's Rate Schedule FTS-2. Shipper's proposed commencement and termination dates of service shall be supported by the production profile submitted pursuant to Section 4 of Rate Schedule FTS-2. As provided in Rate Schedule FTS-2, Shipper shall annually update its production profile to support its projected MDQs and term of service. Shipper shall reduce its MDQs, as applicable, based on the updated production profile. Shipper may increase its MDQ, if supported by an updated production profile, to the extent firm capacity is available as determined by Sea Robin.

Shipper shall have the right for any reason, at any time and from time to time, to permanently change, in whole or in part, the MDQs for any given Delivery Period(s) set forth in Exhibit A to this Service Agreement on six (6) Months prior written notice to Sea Robin; provided, however, any increases in MDQ shall be subject to the availability of firm capacity on the system as determined by Sea Robin.

Sea Robin's obligation to accept gas on a firm basis at any Point of Receipt is limited to the primary Point(s) of Receipt set out on Exhibit A and to the Maximum Daily Receipt Quantity (MDRQ) stated for each such Point of Receipt. The sum of the MDRQs for the primary Point(s) of Receipt on Exhibit A shall not exceed the total MDQ for the Delivery Period set forth on Exhibit A hereto.

1.2 Subject to the terms and provisions of this Service Agreement, Rate Schedule FTS-2 and the General Terms and Conditions thereto, Sea Robin shall deliver Equivalent Volumes to Shipper at the Point(s) of Delivery described in Exhibit A hereto. Sea Robin's obligation to redeliver gas at any Point of Delivery on a firm basis is limited to the primary Point(s) of Delivery specified on Exhibit A and to the Maximum Daily Delivery Quantity (MDDQ) stated for each such Point of Delivery. The sum of the MDDQs for the primary Point(s) of Delivery on Exhibit A shall equal the total MDQ for the Delivery Period set forth on Exhibit A hereto.

1.3 Shipper may also deliver or cause to be delivered to Sea Robin gas for transportation hereunder at secondary Point(s) of Receipt described in Exhibit A to this Service Agreement and Sea Robin agrees on any Day to accept gas at such points on a secondary firm basis up to (i) the MDQs of gas specified on Exhibit A, not to exceed in the aggregate the total MDQ set forth on Exhibit A for the applicable Delivery Period, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Receipt.

1.4 Shipper may also request redelivery of Equivalent Volumes hereunder at secondary Point(s) of Delivery described in Exhibit A hereto and Sea Robin agrees on any Day to redeliver such volumes to Shipper at the Exhibit A secondary Point(s) of Delivery on a secondary firm basis up to (i) the MDQs specified on Exhibit A, not to exceed in the aggregate the total MDQ set forth on Exhibit A for the applicable Delivery Period, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Delivery.

1.5 Sea Robin shall have no obligation to commence service hereunder until Shipper has executed a Reserve Commitment Agreement with Sea Robin in the form contained in the Tariff

dedicating the gas reserves to Sea Robin under the Committed Leases. Sea Robin shall have no obligation to accept any gas for transportation under this Service Agreement other than the gas dedicated to Sea Robin's Pipeline System under a Reserve Commitment Agreement and produced from working interests of Shipper or its affiliates in the Committed Lease(s) or which Shipper has the right to market under a joint operating or similar agreement. Committed Lease(s) shall mean those lease(s) set forth on Exhibit B to this Service Agreement, which were committed to Sea Robin's Pipeline System by Reserve Commitment Agreement dated \_\_\_\_\_. The total proven recoverable reserves from the Committed Leases shown on Exhibit B shall be more than 40 Bcf, unless the Committed Leases were connected to Sea Robin's Pipeline System on or before August 1, 1997.

## ARTICLE II CONDITIONS OF SERVICE

2.1 It is recognized that the transportation service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of Sea Robin's Rate Schedule FTS-2, and the General Terms and Conditions thereto, which are contained in Sea Robin's Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Service Agreement and Rate Schedule FTS-2, the terms of Rate Schedule FTS-2 shall govern as to the point of conflict. Any limitation or scheduling of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule FTS-2 and the General Terms and Conditions thereto.

2.2 This Service Agreement shall be subject to all operating conditions established by Sea Robin in Rate Schedule FTS-2 and the General Terms and Conditions as such conditions may be revised from time to time.

2.3 Sea Robin shall have the right to interrupt or discontinue service under this Service Agreement if, at any time after reasonable notice given the circumstances, Shipper fails materially to comply with any provision of this Service Agreement, Sea Robin's Rate Schedule FTS-2 and/or the General Terms and Conditions of the Tariff.

2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

2.5 This Service Agreement is subject to the provisions of Part 284 of the Commission's Regulations under the NGPA and the Natural Gas Act. Upon termination of this Service Agreement, Sea Robin and Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the Day of termination, to comply with the provisions of Section 6 of the General Terms and Conditions to resolve any imbalances accrued prior to termination of this Service Agreement, to render reports for applicable service periods, and to make payment for all obligations accruing prior to the date of termination.

2.6 Shipper shall be responsible for insuring that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service and that it has advised the upstream and downstream transporters of the Point(s) of Receipt and Point(s) of Delivery under this Service Agreement and any quantity limitations for each point as specified

on Exhibit A attached hereto. Sea Robin shall have no obligation to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Service Agreement.

ARTICLE III  
NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following address or to such other physical or electronic address as either party shall designate by written or electronic communication:

Sea Robin:

Notices and General  
Correspondence

Sea Robin Pipeline Company, LLC  
Attention: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713) 627-4272 or  
1-800-275-7375  
Facsimile: (713) 989-1178

Dispatching Notices –  
Nominations/Confirmations

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 989-7799  
Fax: (713) 286-5402

EMERGENCIES (Not to be  
used for any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Shipper:

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation by physical or electronic means is requested by either party hereto.

#### ARTICLE IV TERM

4.1 Subject to the provisions hereof, this Service Agreement shall become effective as of the date first hereinabove written and shall be in full force and effect for the economic life of the Committed Lease(s) as demonstrated by Shipper pursuant to Rate Schedule FTS-2 unless and until such Committed Lease(s) are released from dedication pursuant to the provisions of the Reserve Commitment Agreement. Nothing herein is intended to relieve Shipper of its obligation to support the level of its MDQs and provide production profile updates as required in Section 1.1 above.

#### ARTICLE V CONDITIONS PRECEDENT

5.1 The terms of Rate Schedule FTS-2, and the General Terms and Conditions thereto, shall apply to the acquisition or construction of any facilities necessary to effectuate this Service Agreement. Other provisions of this Service Agreement notwithstanding, Sea Robin shall be under no obligation to commence service hereunder unless and until (1) all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, treating, processing, and delivery of Natural Gas hereunder have been authorized, installed, and are in operating condition, and (2) Sea Robin, in its reasonable discretion, has determined that such service would constitute transportation of Natural Gas authorized under all applicable regulatory authorizations and the Commission's Regulations.

5.2 Sea Robin's services hereunder are contingent upon Shipper's obligation to pay for the services contemplated under the FTS-2 Service Agreement in a timely fashion in accordance with Section 15 of the General Terms and Conditions.

#### ARTICLE VI TRANSPORTATION CHARGES

6.1 Shipper shall pay Sea Robin monthly, for the transportation service rendered hereunder, the charges specified in Rate Schedule FTS-2, including any penalty, imbalance cash-out and other authorized charges assessed under Rate Schedule FTS-2 and the General Terms and Conditions. Sea Robin may agree from time to time at its reasonable discretion on a not unduly discriminatory basis to discount the rates charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule FTS-2. Any discounted rates agreed to by Sea Robin shall be documented in writing.

6.2 The rates and charges provided for under Rate Schedule FTS-2 shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding applicable to the services performed hereunder. Shipper agrees that Sea Robin shall, without any further agreement by Shipper, have the right to change from time to time, all or any part of this Service Agreement, as well as all or any part of Rate Schedule FTS-2, or the General Terms and Conditions thereto, including without limitation, the right to change the rates and charges in effect hereunder and/or the design thereof, pursuant to Section 4(d) of the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest or protest at any time any changes made pursuant to this Section 6.2, including the right to contest the transportation rates or charges for the services provided under this Service Agreement in any subsequent rate proceedings by Sea Robin under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such transportation rates or charges.

ARTICLE VII  
MISCELLANEOUS

7.1 No waiver by Sea Robin or Shipper of any default of either party under this Service Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

7.2 The laws of the State of Texas (excluding choice of law provisions) shall govern the validity, construction, interpretation, and effect of this Service Agreement.

7.3 This Service Agreement constitutes the entire Service Agreement between the parties. No modification of or supplement to the terms and provisions hereof, including any exhibits hereto, shall be or become effective except by execution of a supplementary written agreement between the parties. Subject to the availability of capacity and in accordance with the provisions of Rate Schedule FTS- 2, and the General Terms and Conditions thereto, primary Point(s) of Receipt may be added to or deleted from Exhibit A and the Maximum Daily Receipt Quantity (MDRQ) for any primary Point of Receipt on Exhibit A may be changed upon execution by Sea Robin and Shipper of a Revised Exhibit A to reflect said change(s), and primary Point(s) of Delivery may be added to or deleted from Exhibit A and the Maximum Daily Delivery Quantity (MDDQ) for any primary Point of Delivery may be changed upon execution by Sea Robin and Shipper of a Revised Exhibit A to reflect said change(s); provided, however, that any such change to Exhibit A must include corresponding changes to the existing MDRQs or MDDQs, respectively, such that the sum of the changed MDRQs shall not exceed the MDQ and the sum of the MDDQs equals the MDQ.

7.4 Subject to the Reserve Commitment Agreement dated \_\_\_\_\_, any entity which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety, of either Sea Robin or Shipper, 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 Service Agreement.

Notwithstanding the provisions of Section 9 of the General Terms and Conditions:

- (i) Shipper may, without the consent of Sea Robin, assign any of its rights hereunder to an entity with which it is affiliated, as defined in Section 1.2 of the Reserve Commitment Agreement, but Shipper shall not be relieved of its obligations under this Service Agreement and Sea Robin shall not recognize the assignment as effective unless and until Shipper provides to Sea Robin in writing the assignee's assumption of obligation under this Service Agreement. In the event of such assignment, the Shipper shall provide written notice of such assignment to Sea Robin as soon as practicable.
- (ii) In addition to the rights provided in Section 7.4(i) above, if Shipper assigns any of its rights hereunder to an entity with which it is affiliated, as defined in Section 1.2 of the Reserve Commitment Agreement, and, prior to such assignment, obtains the written consent thereto of Sea Robin, such consent not to be unreasonably withheld, then Shipper shall be relieved of its obligations hereunder to the extent so assigned prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).
- (iii) Shipper may, without the consent of Sea Robin, assign any of its rights hereunder to any entity to which Shipper sells, transfers or assigns all or any portion of its interests in the Committed Lease(s). In the event of such assignment, the Shipper shall provide written notice of such assignment to Sea Robin as soon as practicable, and Shipper shall be relieved of its obligations hereunder, to the extent so assumed by the assignee, prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).

Subject to the provisions of Section 9 of the General Terms and Conditions applicable hereto, and except as provided in Sections 7.4(i) and (iii) hereof, no assignment of this Service Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Sea Robin, or the written consent thereto of Sea Robin in the event of an assignment by Shipper, such consent not to be unreasonably withheld.

The restrictions on assignment contained in this Section 7.4 do not apply to assignments of leases and shall not in any way prevent either party to this Service Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

7.5 Exhibits A and B, as applicable, attached to this Service Agreement constitute a part of this Service Agreement and are incorporated herein.

7.6 This Service Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service Agreement and to construct and operate any facilities necessary therefor. Each party shall have the right to seek such governmental authorizations as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

(If applicable) In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Sea Robin or Shipper within \_\_\_\_\_ Months from the date of the initial application therefor, then Sea Robin or Shipper may terminate this Service Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such \_\_\_\_\_-Month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date it is delivered to the U. S. Mail, for delivery by certified mail, return receipt requested.

7.7 (If applicable) This Service Agreement supersedes and cancels the Service Agreement (# \_\_\_\_\_) dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, this Service Agreement has been executed by the parties as of the date first written above by their respective duly authorized officers.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FTS-2  
Between  
SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

Title \_\_\_\_\_

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. \_\_\_\_\_

Primary Point(s) of Receipt

<u>Receipt Point</u>	<u>Delivery Period Dates (1) Beginning Ending</u>	<u>Maximum Daily Receipt Quantity in Dth</u>	<u>Maximum Daily Quantity in Dth</u>
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Secondary Point(s) of Receipt

All active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Receipt.

(1) No Delivery Period shall be shorter than 3 consecutive Months.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. \_\_\_\_\_

Primary Point(s) of Delivery

<u>Delivery Point</u>	<u>Delivery Period</u>		<u>Maximum Daily</u> <u>Delivery Quantity</u> <u>in Dth</u>	<u>Maximum</u> <u>Daily Quantity</u> <u>in Dth</u>
	<u>Beginning</u>	<u>Ending</u>		

Secondary Point(s) of Delivery

All active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Delivery.

(2) No Delivery Period shall be shorter than 3 consecutive Months.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT B

Contract No. \_\_\_\_\_

Committed Lease(s) (3)

Associated Blocks

Working Interests

- (3) The aggregate estimated proven recoverable reserves from the Committed Lease(s) attributable to Shipper's interest alone or aggregated with other Shippers' interests in such lease(s) pursuant to a Reserve Commitment Agreement, shall not be less than 40 Bcf of Natural Gas unless such reserves were connected to Sea Robin's system prior to August 1, 1997.

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_ (Service Agreement), by and between (Shipper's Name), hereinafter referred to as "Shipper", and SEA ROBIN PIPELINE COMPANY, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as "Sea Robin".

WITNESSETH:

WHEREAS, Sea Robin is an interstate pipeline, as defined in the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper has requested transportation of various supplies of gas for redelivery for Shipper's account on an interruptible basis and has submitted a valid request as defined in the General Terms and Conditions (describe transaction more fully if necessary); and

WHEREAS, Sea Robin has agreed to assist Shipper in the transportation of such gas supplies in accordance with the terms and conditions of this Service Agreement, pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission).

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I  
TRANSPORTATION QUANTITY

1.1 Subject to the other provisions of this Service Agreement, Shipper may deliver or cause to be delivered to Sea Robin at Sea Robin's Point(s) of Receipt described in Exhibit A to this Service Agreement, and Sea Robin agrees to accept at such point(s) for transportation under this Service Agreement, the quantity of Natural Gas nominated by Shipper and scheduled by Sea Robin up to the Maximum Daily Quantity (MDQ) set forth in Exhibit A hereto. These quantities are subject to interruption or limitation to Rate Schedule ITS.

1.2 Sea Robin shall redeliver Equivalent Volumes, as defined in Section 1 of the General Terms and Conditions, nominated by Shipper and scheduled by Sea Robin to Shipper at the Sea Robin Point(s) of Delivery described in Exhibit A up to the MDQ set forth in Exhibit A hereto.

ARTICLE II  
CONDITIONS OF SERVICE

2.1 It is recognized that service hereunder is provided pursuant to Rate Schedule ITS which is hereby incorporated by reference, including the General Terms and Conditions. In the event of any conflict between the body of this Service Agreement and Sea Robin's Rate Schedule ITS, Rate Schedule ITS shall govern as to the point of conflict. Sea Robin shall have the right to determine the priority and/or scheduling of the transportation service under this Service Agreement in accordance with the provisions of Sea Robin's Tariff. Sea Robin shall also have the right to revise its priority and/or scheduling of this transportation service from time to time.

2.2 Sea Robin makes no representation, assurance or warranty that capacity will be available on Sea Robin's Pipeline System at any time.

2.3 This Service Agreement shall be subject to all operating conditions established by Sea Robin in Rate Schedule ITS and the General Terms and Conditions, as such conditions may be revised from time to time.

2.4 Sea Robin shall have the right to interrupt service under this Service Agreement if at any time after reasonable notice given the circumstances Shipper fails to comply with any provision of this Service Agreement, Sea Robin's Rate Schedule ITS or its General Terms and Conditions.

2.5 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

ARTICLE III  
NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following address or such other physical or electronic address as either party shall designate by written or electronic communication.

Sea Robin:

Notices and General  
Correspondence:

Sea Robin Pipeline Company, LLC  
P.O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713) 627-4272 or  
1-800-275-7375  
Facsimile: (713) 989-1178

Dispatching Notices:

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967

Houston, Texas 77210-4967  
Phone: (713) 989-7799  
Fax: (713) 286-5402

EMERGENCIES (Not to be used  
for any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Shipper:

Billing:

Nomination and Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation by physical or electronic means is requested by either party hereto.

#### ARTICLE IV TERM

4.1 This Service Agreement shall become effective as of the date hereof, and shall be in full force and effect for a primary term set forth on Exhibit A hereto and shall continue and remain in full force and effect for successive evergreen terms as specified on Exhibit A hereto unless and until canceled by either party giving written notice to the other party prior to the end of the primary term or any extension thereof pursuant to the timeframe set forth on Exhibit A.

4.2 Notwithstanding the foregoing, to the extent permitted by law including such abandonment authorizations as may be necessary, Sea Robin shall have the right to terminate this Service Agreement, and the transportation service hereunder, upon thirty (30) Days written notice. In addition, Sea Robin and Shipper may mutually agree to terminate this interruptible Service Agreement at any time.

4.3 Termination of this Service Agreement shall not affect the obligations incurred by either party prior to the effective date of such termination nor shall such termination cancel balances of gas then owing by either party to the other.

#### ARTICLE V CONDITIONS PRECEDENT

5.1 In the event that Shipper does not nominate gas for transportation under this Service Agreement, or tender gas nominated by the later of (i) the date service was requested to commence, (ii) thirty (30) Days after Shipper executes this Service Agreement; or (iii) thirty (30) Days after the completion of necessary construction, this Service Agreement shall automatically terminate.

5.2 Other provisions of this Service Agreement notwithstanding, Sea Robin shall be under no obligation to commence service hereunder unless and until all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation and delivery of Natural Gas hereunder have been installed and are in operating condition. Further, the terms of Rate Schedule ITS and the General Terms and Conditions shall apply to the acquisition or construction of any facilities necessary to effectuate this Service Agreement.

#### ARTICLE VI TRANSPORTATION FEE

6.1 Shipper shall be obligated to pay Sea Robin monthly, for the service under this Service Agreement, the charges specified in Rate Schedule ITS and the General Terms and Conditions. Sea Robin may agree from time to time to discount the rate charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule ITS.

6.2 If at any time and from time to time, including as to the first Month's deliveries hereunder, the Commission or any other governmental authority having jurisdiction in the premises allows or permits Sea Robin to collect, or to negotiate to collect, a higher rate (including but not limited to any incentive charge) for the transportation service, the rate shall be increased to the highest such rate.

6.3 Sea Robin shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable to service provided under this Service Agreement, including both the level and design of such rates and charges; (ii) the terms and conditions applicable to Rate Schedule ITS and (iii) the General Terms and Conditions. Sea Robin agrees that Shipper may protest or contest the aforementioned filings.

ARTICLE VII  
MISCELLANEOUS

7.1 This Service Agreement constitutes the entire agreement between the parties and no representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the parties.

7.2 Exhibit A attached to this Service Agreement is hereby incorporated by reference into and made a part of this Service Agreement.

7.3 After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

7.4 (If applicable) This Service Agreement supersedes and cancels the Service Agreement (# \_\_\_\_\_) dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed in two (2) original counterparts, by their officers/ representatives thereunto duly authorized, effective as of the first Day and Year set forth hereinabove.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule ITS  
Between  
SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area: \_\_\_\_\_

Maximum Daily Quantity : \_\_\_\_\_

Primary Term Start and End Dates: \_\_\_\_\_

Evergreen Period: \_\_\_\_\_ Term Notice: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

Title \_\_\_\_\_

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. \_\_\_\_\_

Interruptible Point(s) of Receipt

<u>Point No.</u>	<u>Receipt Point</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
------------------	----------------------	---------------------	-------------------	-----------------

Additionally, all active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current listing of which shall be maintained by Sea Robin on Messenger®, are/are not incorporated by reference herein.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. \_\_\_\_\_

Interruptible Point(s) of Delivery

<u>Point No.</u>	<u>Delivery Point</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Additionally, all active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current listing of which shall be maintained by Sea Robin on Messenger®, are/are not incorporated by reference herein.



ARTICLE II  
TERM

2.1 This Service Agreement shall be effective from the date first stated above. Sea Robin shall provide interruptible Parking service for Shipper pursuant to this Service Agreement from \_\_\_\_\_ until \_\_\_\_\_, when this Service Agreement shall expire; provided, however, Sea Robin and Shipper may mutually agree to terminate this interruptible Service Agreement at any time.

ARTICLE III  
RATES AND CHARGES

3.1 For the services provided or contracted for hereunder, Shipper agrees to pay Sea Robin the then-effective, applicable rates and charges under Sea Robin's Rate Schedule GPS filed with the Commission, as such rates and charges and Rate Schedule GPS may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule GPS and the applicability thereof, the General Terms and Conditions or any other provisions of Sea Robin's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

3.2 From time to time, Shipper and Sea Robin may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder pursuant to the effective applicable provisions of Rate Schedule GPS and subject to the Regulations and Orders of the Commission. Such discount shall be in accordance with Section 20.1 in the General Terms and Conditions. Any discount shall be effective only on a prospective basis and shall be documented in writing.

ARTICLE IV  
GENERAL TERMS AND CONDITIONS

4.1 This Service Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule GPS and the General Terms and Conditions of Sea Robin's Tariff, as such may be modified supplemented, superseded or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule GPS and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Service Agreement and made an integral part hereof.

ARTICLE V  
NOTICES

5.1 The Post Office addresses of both Sea Robin and Shipper are as follows:

SEA ROBIN

Nomination and  
Scheduling: Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone (713) 989-7799  
Fax: (713) 286-5402

Pipeline Emergencies: Sea Robin Pipeline Company, LLC  
(Not to be used for Attn: Gas Control  
any other purpose) P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

All Other: Sea Robin Pipeline Company, LLC  
Attn: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-4272 or  
1-800-275-7375  
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, both Sea Robin and Shipper have caused this Service Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS SERVICE AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between:

SEA ROBIN PIPELINE COMPANY, LLC, (hereinafter called "Sea Robin"), a Delaware limited liability  
company,

and

(hereinafter called "Replacement Shipper").

In consideration of the mutual covenants and agreements as herein set forth, both Sea Robin and  
Replacement Shipper covenant and agree as follows:

ARTICLE I  
SERVICE

1.1 For each occasion that Replacement Shipper obtains capacity from a Releasing Shipper  
through Sea Robin's capacity release program, an Addendum in the form of Exhibit A, attached hereto  
will be made a part hereof. The specific terms and conditions of each release shall be reflected in each  
Addendum, which shall be incorporated and made a part of this Service Agreement, and which together  
shall constitute the terms and conditions of Sea Robin's service for each release.

1.2 Sea Robin agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of  
Delivery, on a firm basis, quantities of Natural Gas up to the maximum daily quantity obtained from the  
Releasing Shipper. The maximum daily quantity is stated in delivered quantities, for which received  
quantities must be adjusted for fuel usage and lost or unaccounted for Gas. Sea Robin shall deliver  
Equivalent Volumes, as defined in Section 1 of the General Terms and Conditions.

ARTICLE II  
TERM

2.1 This Service Agreement shall be effective from the date first stated above until  
\_\_\_\_\_, when this Service Agreement shall expire. Service shall commence and remain  
effective for a term coincidental for each capacity release term identified in each Addendum.

ARTICLE III  
RATES AND CHARGES

3.1 For the services provided or contracted for hereunder (including any Addendum hereunder), Shipper agrees to pay Sea Robin the then-effective, applicable rates and charges under Sea Robin's Rate Schedule FTS or FTS-2, filed with the Commission, as such rates and charges and Rate Schedule FTS or FTS-2 may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FTS or FTS-2 and the applicability thereof, the General Terms and Conditions or any other provisions of Sea Robin's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

ARTICLE IV  
GENERAL TERMS AND CONDITIONS

4.1 This Service Agreement and all terms for service hereunder are subject to the further provisions of the applicable Rate Schedule and the General Terms and Conditions of Sea Robin's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Service Agreement and made an integral part hereof.

ARTICLE V  
NOTICES

5.1 The Post Office addresses of both Sea Robin and Shipper are as follows:

SEA ROBIN

Nomination and  
Scheduling:

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 989-7799  
Fax: (713) 286-5402

Pipeline Emergencies:  
(Not to be used for  
any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

All Other:

Sea Robin Pipeline Company, LLC  
Attn: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-4272 or  
1-800-275-7375  
Fax: (713) 989-1178

REPLACEMENT SHIPPER

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, both Sea Robin and Replacement Shipper have caused this Service Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

EXHIBIT A

Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_  
Capacity Release  
Service Agreement  
Between  
Sea Robin Pipeline Company, LLC  
and

---

Releasing Shipper  
Contract No. \_\_\_\_\_

Releasing Shipper  
Rate Schedule \_\_\_\_\_

Original Releasing  
Shipper Contract No. \_\_\_\_\_

Regulation \_\_\_\_\_

Service Area \_\_\_\_\_

Replacement Shipper's  
Maximum Daily Quantity (Dth) \_\_\_\_\_

Permanent or Temporary Release \_\_\_\_\_

Conditions of Recall \_\_\_\_\_

Term of Release

Begin \_\_\_\_\_ End \_\_\_\_\_

Reservation Rate (including applicable surcharges) \_\_\_\_\_

Other Conditions

EXHIBIT A (Continued)

Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_

CAPACITY RIGHTS  
Points of Receipt

<u>Zone</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
-------------	----------------------	-----------------	---------------	--------------	------------------	-----------------

Secondary Points of Receipt

Shipper shall have as secondary Points of Receipt all active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®.

EXHIBIT B  
Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_  
Capacity Release

Points of Delivery

<u>Zone</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
-------------	---------------------	-----------------	---------------	--------------	------------------	-----------------

Secondary Points of Delivery

Shipper shall have as secondary Points of Delivery all active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®.

FORM OF POOLING SERVICE AGREEMENT

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT, made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Sea Robin Pipeline Company, LLC, a limited liability company organized under the laws of the State of Delaware, hereinafter referred to as "Sea Robin," and \_\_\_\_\_, hereinafter referred to as "Pooler,"

Pooling Point \_\_\_\_\_

WITNESSETH

WHEREAS, Sea Robin, an interstate pipeline as defined in the Natural Gas Policy Act of 1978 (NGPA), performs transportation services pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission); and

WHEREAS, Pooler has submitted a valid request under Sea Robin's Tariff to create a pool of gas supplies originating from various Point(s) of Receipt on Sea Robin's Pipeline System (Pool) under one or more Service Agreements under Rate Schedule FTS, Rate Schedule FTS-2 and/or Rate Schedule ITS, (Service Agreements) pursuant to Section 5 of the General Terms and Conditions of Sea Robin's Tariff; and

WHEREAS, Sea Robin is agreeable to such an arrangement in accordance with the terms and conditions of this Service Agreement, the subject Service Agreements, Sea Robin's Tariff and any applicable Commission Regulations under the NGPA or Natural Gas Act.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I  
TERMS AND CONDITIONS

1.1 Sea Robin agrees to provide a pooling service on behalf of Pooler pursuant to Part 284 of the Regulations of the Commission.

1.2 Services provided hereunder are subject to and governed by the General Terms and Conditions of Sea Robin's effective Tariff, as may be revised from time to time, on file with the Commission. The Tariff is incorporated herein by reference. In the event of any conflict between this Service Agreement and the Tariff, the Tariff shall govern as to the conflict.

1.3 Sea Robin makes no representation, assurance or warranty that capacity will be available on Sea Robin's Pipeline System at any time. Sea Robin shall have the right to interrupt service under this Service Agreement consistent with the terms of the Tariff.

1.4 Subject to the terms and provisions of this Service Agreement, the parties agree that to the extent Sea Robin is able to confirm and schedule the nominations made by Pooler hereunder, the

quantities of gas nominated by Pooler for delivery to the Pool from various Service Agreements or Tier I Pooling Service Agreements shall be deemed to have been received by the Pooler into the Pool.

1.5 Pooler recognizes and agrees that it is Pooler's responsibility to ensure that volumes delivered into a pool during a Day equal volumes delivered out of a pool. Sea Robin reserves the right to cancel this Service Agreement to the extent Pooler repeatedly fails to balance its receipts and deliveries on a daily basis. To the extent the quantities of gas actually delivered and allocated at the Point(s) of Delivery from the pool each day are less than or greater than the daily quantities nominated by Pooler to the Point(s) of Delivery, such variance shall constitute an imbalance under the terms of this Service Agreement.

1.6 Any Imbalances accrued under this Service Agreement shall be resolved pursuant to the provisions of Section 6 of the General Terms and Conditions of Sea Robin's Tariff.

1.7 This Service Agreement shall be subject to all operating conditions on Sea Robin's Pipeline System as such conditions may vary from time to time.

1.8 Unless otherwise changed by Sea Robin as provided in Section 6.4 herein, no rate will be charged for service under this Service Agreement. All transportation and related charges for gas delivered into the Pool shall be applied to the applicable FTS, FTS-2 and ITS Service Agreements delivering gas to the Pool. The provisions of Section 5 of the General Terms and Conditions shall apply to this Service Agreement.

## ARTICLE II NOMINATIONS

2.1 Pooler shall nominate gas for delivery into its Pool and delivery out of its Pool pursuant to the procedures of Section 4 of the General Terms and Conditions of Sea Robin's Tariff. Pooler's nominations shall be used to confirm nominations for deliveries to the Pool under Service Agreements.

2.2 Pooler shall provide to Sea Robin on its nomination the names of Shippers nominating gas for delivery into the Pool, the contract numbers under which the gas is being transported into the Pool, the quantities of gas nominated by each Shipper, a Point of Delivery ranking for such quantities as described below in Section 2.3, and any such other information as Sea Robin may deem necessary to render this pooling service hereunder.

2.3 Pooler shall provide a predetermined ranking of all of the Point(s) of Delivery and/or third party Tier I Pools and associated volumes served by the Pool to be used by Sea Robin to limit the deliveries by such Pool in the event of an interruption or reduction in Pooler's supplies or a capacity constraint at any of Sea Robin's Point(s) of Delivery.

2.4 If Pooler has requested a Tier I Pool, as set forth in Section 5 of the General Terms and Conditions, Pooler may only nominate gas for receipt into such Pool from Point of Receipt sources under transportation Service Agreements, but Pooler may nominate gas for delivery into another Pooler's Tier II Pool. If Pooler has requested a Tier II Pool, as set forth in Section 5 of the General Terms and

Conditions, Pooler may nominate gas for receipt into such Pool from transportation Service Agreements and other Poolers' Tier I Pools, but Pooler may nominate gas for delivery therefrom only into Point(s) of Delivery on Sea Robin's Pipeline System.

If a Tier II Pooler wishes to nominate to receive gas from a third-party Pooler's Tier I Pool, Sea Robin will allow such a nomination provided that the third-party Pooler submits a corresponding nomination to deliver gas to Pooler from its Tier I Pool. If a Tier I Pooler wishes to nominate to deliver gas to a third-party Pooler's Tier II Pool, Sea Robin will allow such nomination provided that the third-party Pooler submits a corresponding nomination to receive gas from Pooler under its Tier II Pool.

2.5 In the event there is a capacity constraint at a Point of Delivery, Pooler's nominations at such constrained Point of Delivery shall be scheduled consistent with other scheduled services according to the priority of service for the underlying Service Agreements at said point. Any nomination by a Pooler where a Shipper has designated its primary Point of Delivery to the Pool shall be scheduled on a firm basis pro rata with other such Primary Point of Delivery nominations under an FTS and/or FTS-2 Service Agreement.

2.6 Pooler shall exercise due diligence in monitoring the supplies serving its Pool hereunder and shall use its best efforts to notify Sea Robin promptly of any known variations in its supplies.

2.7 Pooler warrants and represents that by execution of this Service Agreement hereunder, Pooler has the authority to nominate deliveries of the gas supplies designated by Pooler into and out of the Pool. Pooler agrees to indemnify, release and hold Sea Robin harmless for any claims, costs, damages, expenses (including attorneys' fees and court costs), demands or causes of action caused by Sea Robin's allocation of gas to the Pool under this Service Agreement for which Pooler did not have the authority or title to nominate.

### ARTICLE III CREDITWORTHINESS

3.1 If at any time Pooler is or becomes insolvent or fails to demonstrate creditworthiness, Pooler must provide Sea Robin one of the following forms of credit to enter into or maintain in effect this Service Agreement: (a) a security deposit or other good and sufficient surety, as determined by Sea Robin in its reasonable discretion, in an amount equal to the current Index Price under Section 6 of the General Terms and Conditions multiplied by the average of Pooler's maximum nominated quantity for a three (3) month period multiplied by five percent (5%); or (b) a guaranty from a creditworthy party that said creditworthy party will be responsible for payment of all charges or penalties assessed by Sea Robin but not paid by Pooler hereunder.

### ARTICLE IV NOTICES

4.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following

address or to such other physical or electronic address as either party shall designate by written or electronic communication.

Sea Robin:

Notices and General  
Correspondence

Sea Robin Pipeline Company, LLC  
Attention: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713)627-4272 or  
1-800-275-7375  
Facsimile: (713)989-1178

Dispatching Notices-  
Nominations/Confirmations

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 989-7799  
Fax: (713) 286-5402

Emergencies (Not to be used  
for any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Pooler:

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

ARTICLE V  
TERM

5.1 Subject to the provisions hereof, this Service Agreement shall become effective as of the date first written above, and shall remain in full force and effect for a primary term set forth on Exhibit A hereto and shall continue and remain in force and effect for successive evergreen terms as specified on Exhibit A hereto unless and until canceled by either party giving written notice to the other party prior to the end of the primary term or any extension thereof pursuant to the timeframe set forth on Exhibit A. The provisions for correcting imbalances or paying charges which accrue prior to the termination date of this Service Agreement shall survive the termination of this Service Agreement.

ARTICLE VI  
CONDITIONS OF SERVICE

6.1 This Service Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body having or asserting jurisdiction herein. After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the service which is the subject of this Service Agreement. Pooler shall reimburse Sea Robin for any applicable filing fees. In the event all necessary regulatory approvals are not issued on terms and conditions acceptable to Sea Robin and Pooler, either party may terminate this Service Agreement without further liability or obligation to the other party by giving written notice within thirty (30) Days after receipt of the unacceptable authorization. Such notice will be effective as of the date it is delivered to the U.S. mail for delivery by certified mail, return receipt requested.

6.2 This Service Agreement is entered into by the parties hereto with the understanding that the terms and provisions hereof and any services provided hereunder are subject to the provisions of the Natural Gas Act and Part 284 of the Federal Energy Regulatory Commission's Regulations. Upon termination of this Service Agreement, Sea Robin and Pooler shall be relieved of further obligation to the other party except to complete the activities underway on the date of termination, to comply with the provisions of Section 6 of the General Terms and Conditions with respect to any imbalance accrued prior to the termination of this Service Agreement, to render reports and to make any payments accruing as of the date of termination.

6.3 This Service Agreement is subject to the provisions of the General Terms and Conditions contained in Sea Robin's FERC Gas Tariff and any future modifications, additions or deletions thereto.

6.4 Pooler agrees that Sea Robin shall, in its sole discretion without any further agreement by Pooler, have the unilateral right to file with the appropriate regulatory authority to change from time to time all or any part of this Service Agreement, as well as all or any part of Sea Robin's Rate Schedules, Service Agreements or the General Terms and Conditions applicable hereto, including the right to design and implement charges or alter charges to recover any and all costs associated with providing service under this Service Agreement. Nothing contained herein shall prejudice the rights of Pooler to protest or contest any changes made pursuant to this Section 6.4.

6.5 The parties hereto agree that neither party shall be liable to the other party for any special, punitive, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

6.6 It is recognized and understood by the parties that the Pool created hereunder is not a physical point on Sea Robin's Pipeline System. Nothing contained herein shall obligate Sea Robin to construct or install facilities to implement service hereunder.

ARTICLE VII  
MISCELLANEOUS

7.1 No waiver by Sea Robin or Pooler of any default of either party under this Service Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

7.2 The laws of the State of Texas (excluding choice of law provisions) shall govern the validity, construction, interpretation and effect of this Service Agreement.

7.3 No modification of, or supplement to, the terms and provisions hereof shall become effective except by execution of a supplementary written agreement between the parties.

7.4 This Service Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Service Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.

7.5 {If Applicable} This Service Agreement supersedes and cancels the Service Agreement # \_\_\_\_\_ dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, this Service Agreement has been executed as of the date first written above by each party's respective duly authorized officers.

POOLER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Pooling Service Agreement

Between

SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area: \_\_\_\_\_

Primary Term Start and End Dates: \_\_\_\_\_

Evergreen Period: \_\_\_\_\_ Term Notice: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

Title \_\_\_\_\_

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

MARKED VERSION

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**PART VI**  
**General Terms and Conditions**

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<del>GTC Section 29.</del>	<del>Reserved</del>

### 3 GENERAL TERMS AND CONDITIONS

## 9. CAPACITY RELEASE

### 9.1 Capacity Eligible for Release

- (a) Shippers under Rate Schedules FTS and FTS-2 shall be permitted to release all or part of their capacity on a temporary or permanent basis, in accordance with this Section 9 provided that the Releasing Shipper does not have any past due amount owing to Sea Robin under the Service Agreement for which it wishes to release capacity, and provided, further, that a Shipper under Rate Schedule FTS-2 may release capacity on a temporary basis hereunder only during months in which Shipper is being billed a Reservation Charge under Option B on the Currently Effective Rates for Rate Schedule FTS-2 contained herein. Capacity which may be assigned to the Replacement Shipper hereunder shall be limited to the firm capacity reserved by the Releasing Shipper, as defined by the primary Points of Receipt and the primary Points of Delivery contained in the released capacity. Releases may be made on an interruptible (i.e., subject to recall) or firm basis and may be billed by Sea Robin based on usage.
- (b) Sea Robin shall continue to sell its unsubscribed firm capacity by providing notice of the availability of such capacity on the Messenger® system or by using any other marketing services at its disposal.

### 9.2 Shipper Release Notice

- (a) A Shipper that desires to release any or all of its firm capacity under this Section 9 must notify Sea Robin electronically on the Messenger® system or through electronic data interchange of its intent to release capacity and the terms of the release (hereinafter referred to as "Shipper Notice"). A Shipper Notice shall be posted on the Messenger® system upon receipt by Sea Robin or such later time which must comply with the timeline set forth in Section 9.4(b) herein, as requested by Releasing Shipper. This Shipper Notice shall include:
  - (1) Releasing Shipper's contract number;
  - (2) The specific quantity of capacity to be released;
  - (3) If the request for release is on a permanent basis;
  - (4) The Points of Receipt and Points of Delivery at which Releasing Shipper will release capacity and the quantity of capacity to be released at each point;
  - (5) The period of time or term of the release;

- (6) The conditions of Releasing Shipper's right of recall as well as methods and rights associated with returning the previously recalled capacity to the Replacement Shipper, if applicable;
- (7) Whether contingent bids will be accepted and when the contingency must be removed;
- (8) The identity of a Pre-arranged Replacement Shipper (PRS), if applicable;
- (9) The minimum rate expressed in dollars and cents, percentage of maximum rate or the index-based formula as detailed in the capacity release offer, term, and quantity of capacity Releasing Shipper shall accept, if any, and whether bids using a volumetric rate for the collection of reservation charges will be accepted and whether Releasing Shipper requires a volumetric commitment. The maximum volumetric rate that may be bid shall not exceed the one hundred percent (100%) load factor equivalent of the maximum reservation rates. The one hundred percent (100%) load factor equivalent for such rates equals the overrun rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Sea Robin shall support volumetric releases with volumetric commitments by fully accounting for volumetric and reservation components, consistent with the rules and regulations enunciated by the Commission. The maximum reservation rate that may be bid shall not exceed the maximum rate for the applicable service being released as set forth on the Currently Effective Rates for the applicable Rate Schedule. Notwithstanding the above, no rate limitation shall apply to a capacity release for a period of one year or less if the release is to take effect on or before one year from the date on which Sea Robin is notified of the release;
- (10) The duration of the posting which may not be less than the minimum bid period specified in Section 9.4(b) herein;
- (11) The best bid criterion, the method by which volumetric or contingent bids will be evaluated, and any alternate, objective and nondiscriminatory method for breaking ties. The best bid evaluation method established by Releasing Shipper must be objectively stated, applicable to all PRS or Replacement Shippers and not unduly discriminatory and shall enable Sea Robin to rank the bids received by utilizing the weight assigned by Releasing Shipper to each element of the Shipper Notice;
- (12) If the release is for any period of thirty-one (31) days or less and is exempt from bidding in accordance with Section 9.3(a), the Releasing Shipper may

designate in the Shipper Notice the winning bid criterion to be the first acceptable bid received;

- (13) Restrictions, if any, on the PRS or Replacement Shipper's ability to request changes in primary Points of Receipt or primary Points of Delivery;
  - (14) Whether the Shipper Notice may be rejected in part in the event Sea Robin rejects such Shipper Notice pursuant to Section 9.7; and
  - (15) Whether the Replacement Shipper is (a) an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations and, if so, include the volumetric level of the asset manager's delivery or purchase obligation and the time period during which that obligation is in effect or (b) a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (b) Releasing Shipper shall post the Shipper Notice on the Messenger<sup>®</sup> system. Releasing Shipper may withdraw its Shipper Notice at any time prior to the close of the bid period specified in the Shipper Notice herein when unanticipated circumstances justify and no minimum bid has been made.
  - (c) When a Releasing Shipper presents a PRS that is on the approved bidders list, such PRS shall acknowledge the Shipper Release Notice electronically.
  - (d) The terms Releasing Shipper imposes may not conflict with any provision of the Service Agreement, Rate Schedule or General Terms and Conditions. In the event of such conflict, Sea Robin may withdraw the Shipper Notice from posting.

### 9.3 Exceptions to Bidding

- (a) The following capacity releases are exempt from the bidding process set forth in Section 9.4 herein:
  - (1) A capacity release for any period of thirty-one (31) Days or less. A firm shipper shall not roll over, extend or in any way continue such capacity release to the same Replacement Shipper until 28 days after the first release period has ended. This 28-day period does not apply to any release to the same Replacement Shipper that is posted for bidding or that qualifies for any of the other exemptions from bidding set forth in Sections 9.3(a)(2), (3) or (4) below.
  - (2) A capacity release for more than one year at the maximum tariff rate.
  - (3) A capacity release to an asset manager as defined in Section 284.8(h)(3) of the Commission's Regulations.

- (4) A capacity release to a marketer participating in a state-regulated retail access program as defined in Section 284.8(h)(4) of the Commission's Regulations.
- (b) In the event a capacity release is exempt from bidding in accordance with Section 9.3(a) herein, the Releasing Shipper presents a PRS that is on the approved bidders list, and such PRS agrees to all conditions of the release prior to the submission of the Shipper Notice to Sea Robin, the released capacity will be assigned to the PRS and such Shipper Notice shall be exempt from the bidding process in accordance with Section 9.4 herein. The PRS will be posted as the winning bidder in accordance with Section 9.4(i) herein.
- (c) Timing of Capacity Releases Exempt from Bidding

For non-biddable releases:

The posting of prearranged deals that are not subject to bid are due no later than one hour prior to the nomination deadline for the applicable cycle, pursuant to NAESB WGQ Standard No. 1.3.2. The posting deadlines are:

- Timely Cycle 12:00 Noon
- Evening Cycle 5:00 p.m.
- Intraday 1 Cycle 9:00 a.m.
- Intraday 2 Cycle 1:30 p.m.
- Intraday 3 Cycle 6:00 p.m.

The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).

Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

#### 9.4 Bidding Process

- (a) In order to submit a valid bid under this capacity release program, any party, including a PRS, must be on the approved bidders list. To be on the approved bidders list, a party must meet the provisions of Section 2 herein and have executed a capacity release service agreement with Sea Robin in the form as set forth in this Tariff (Capacity Release Service Agreement). A party shall remain on the approved bidders list until such party notifies Sea Robin to the contrary, no longer meets the credit qualifications in Section 26 herein, or is suspended from the approved bidders list in the event and for such time as such party fails to pay part or all of the amount of any bill for service in accordance with Section 15 herein.

- (b) The capacity release timeline applies to all parties involved in the capacity release process provided that 1) all information provided by the parties to the transaction is valid and the Replacement Shipper has been determined to be creditworthy before the capacity release bid is tendered, 2) for index-based capacity release transactions, the Releasing Shipper has provided Sea Robin with sufficient instructions to evaluate the corresponding bid(s) according to the timeline, and 3) there are no special terms or conditions of the release.

Further, Sea Robin may complete the capacity release process on a different timeline if the offer includes unfamiliar or unclear terms and conditions (e.g. designation of an index not supported by Sea Robin).

- (1) For biddable releases (1 Year or less)
- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.
  - Open season ends at 10:00 a.m. on the same or a subsequent Business Day.
  - Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
  - If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
  - Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
  - The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
  - Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.
- (2) For biddable releases (more than 1 Year)
- Offers should be tendered such that they can be posted by 9:00 a.m. on a Business Day.

- Open season shall include no less than three 9:00 a.m. to 10:00 a.m. time periods on consecutive Business Days.
- Evaluation period begins at 10:00 a.m. during which any contingencies are eliminated, determination of best bid is made, and ties are broken.
- If no match is required, the evaluation period ends and the award is posted by 11:00 a.m.
- Where match is required, the match is communicated by 11:00 a.m., the match response occurs by 11:30 a.m., and the award is posted by 12:00 Noon.
- The capacity release addendum is issued within one hour of the award posting (with a new capacity release addendum number, when applicable).
- Nomination is possible beginning at the next available nomination cycle for the effective date of the capacity release addendum.

(3) Timeline for Releases with Special Conditions

For index-based capacity release transactions, the Releasing Shipper shall provide the necessary information and instructions to support the chosen methodology. If the Releasing Shipper specifies a bid evaluation methodology other than highest rate, net revenue or present value, or a permanent release or any other special conditions, the above timelines shall apply; provided, however, one additional Business Day will be added to the evaluation period. Such extended evaluation period shall cause gas flow to be at least one Day later than gas could flow under the timeline set forth in Section 9.4(b)(1) or Section 9.4(b)(2).

- (c) All bids must be expressed in dollars and cents, percentage of maximum rate or the index-based formula as detailed in the capacity release offer, whichever is stated in the Shipper Notice, include the required bid information and must be received and posted electronically through the Messenger<sup>®</sup> system. Bids shall be posted on the Messenger<sup>®</sup> system with any contingencies identified and with the bidder's identity deleted.
- (d) A bidder may submit only one bid at a time in response to a Shipper Notice. A bidder may withdraw its bid through the Messenger<sup>®</sup> system at any time prior to the close of the posting period specified in the Shipper Notice without prejudice to its submitting another bid with an economic value equal to or greater than the economic value of the withdrawn bid.

- (e) Where there is a PRS and a bid which is better than the bid submitted by the PRS, Sea Robin will notify the PRS by ~~2:00 p.m.~~11:00 a.m. on the Day capacity is awarded and the PRS will have until ~~2:30 p.m.~~11:30 a.m. to match the better bid and obtain the right to the released capacity. Sea Robin shall issue an Addendum to the PRS unless a better bid, as defined in Section 9.2(a)(11) herein, is received within the time period specified in the posting. In the event the PRS does not match the better bid, Sea Robin shall issue an Addendum to the party who made the best bid.
- (f) All bids not withdrawn prior to the close of the posting period specified in the Shipper Notice shall be binding.
- (g) In the event that a winning bid has a contingency, and Sea Robin is not notified through the Messenger<sup>®</sup> system that such contingency has been removed within the time period specified in the Shipper Notice, such contingent bid will be rejected by Sea Robin.
- (h) The Releasing Shipper may define in the Shipper Notice the criteria for determining the best bid. If the Releasing Shipper does not specify the criteria, Sea Robin shall evaluate the eligible bids by multiplying the price times the volume bid. Bids for a term of more than one (1) Month that vary in price or term shall be discounted to present value based on currently effective Commission interest rates or such other published, objective financial measure as posted by Sea Robin in advance of the offer/bid cycle. The bid producing the most revenue shall be determined to be the best bid. If there is a tie for the best bid and the Releasing Shipper does not specify a tie breaker, then the bids will be ranked first by the bid submitted first in time as established by Sea Robin's electronic date and time stamp, then by the bid generating the greatest present value of revenues over the shortest term. If there are multiple bids meeting the minimum conditions, Sea Robin shall rank the bids and Sea Robin shall award the bids, best bid first, until all offered capacity is awarded. Sea Robin will notify, through the Messenger<sup>®</sup> system by ~~2:00 p.m.~~11:00 a.m. following the end of the posting period, or by ~~3:00 p.m.~~12:00 Noon if a matching period is applicable, the PRS or Replacement Shipper that capacity has been awarded.
- (i) Sea Robin will post the winning bids and Replacement Shippers' identity on the Messenger<sup>®</sup> system for at least five Business Days.

#### 9.5 Rights and Obligations of Releasing Shipper

- (a) Regardless of the amount of capacity Releasing Shipper releases under this Section 9, Releasing Shipper shall remain liable for the reservation charges attributable to the released capacity unless otherwise agreed to in writing and in advance by Sea Robin. In the event of a permanent release, Sea Robin may, and will not unreasonably refuse to, waive liability of Releasing Shipper for the

reservation charges. Such permanent release shall provide the same economic value as the original underlying agreement, or such difference shall be funded by the Releasing Shipper, unless Sea Robin agrees otherwise.

- (b) When capacity is awarded to Replacement Shipper, Releasing Shipper must adjust or reconfirm its nominations to reflect the capacity released. Sea Robin will automatically change Releasing Shipper's nominations to zero for the Service Agreement under which capacity was released unless such nominations are adjusted or reconfirmed by the Releasing Shipper.
- (c) If Releasing Shipper releases its MDQ for a geographic portion of the capacity reserved under its Service Agreement, Releasing Shipper may use its full MDQ for its unreleased geographic portion of capacity.
- (d) When Releasing Shipper partially releases its capacity under a Service Agreement by releasing capacity between specific Points of Receipt and Points of Delivery or by releasing only a portion of its MDQ, Releasing Shipper's Service Agreement shall be deemed to be modified in accordance with the release and Releasing Shipper may not utilize the capacity released during the term of the release.
- (e) Releasing Shipper shall retain all Rights of First Refusal with respect to the released capacity, unless such release is a permanent release.
- (f) Releasing Shippers may, to the extent permitted as a condition of the capacity release, recall released capacity. For the recall notification provided to Sea Robin, Sea Robin's Tariff should specify whether the quantity should be expressed in terms of a) total released capacity entitlements or b) adjusted total released capacity entitlements based upon the elapsed prorata capacity. The capacity entitlements resulting from the use of either a) or b) should be the same. The recall notification to Sea Robin shall specify the quantity in terms of total released capacity entitlements.

#### 9.6 Rights and Obligations of Replacement Shipper

- (a) Any bid submitted will bind Replacement Shipper or PRS to the terms of the bid if Sea Robin selects such bid as the best bid. If all the information provided by the Releasing Shipper and the bidder/PRS is valid, the Replacement Shipper is creditworthy, and there are no special terms and conditions, Sea Robin will issue and execute the Addendum to the Capacity Release Service Agreement within one hour of awarding the winning bid. The capacity release addendum number also will be issued within one hour of the award posting.
- (b) Replacement Shipper may submit nominations pursuant to Section 4 herein beginning at the next available nomination cycle for the effective date of the capacity release addendum; however, in no event will gas flow on Replacement

Shipper's Service Agreement prior to the effective date of the release as posted in the Shipper Notice.

- (c) Replacement Shipper is responsible for payment of the applicable Reservation Charge, and any surcharges thereon, in the amount of its winning bid. Replacement Shipper is also responsible for all other billings, e.g., usage rate and applicable usage surcharges.
- (d) Once Replacement Shipper or PRS is notified of a winning bid, such Replacement Shipper or PRS shall have all the rights and obligations specified under the Releasing Shipper's Rate Schedule, the Releasing Shipper's Service Agreement and the General Terms and Conditions of this Tariff including the right to release firm capacity pursuant to this Section unless the conditions prescribed by the Shipper Notice require otherwise.
- (e) A Replacement Shipper shall have the right to reserve primary point capacity up to its MDQ, subject to available capacity.
- (f) Replacement Shipper shall have no Right of First Refusal with respect to the released capacity, unless such release is permanent.

#### 9.7 Rights and Obligations of Sea Robin

Sea Robin shall determine, in its sole discretion, the best bid based upon the best bid criteria established pursuant to Section 9.2(a)(11) or Section 9.4(h) herein. Sea Robin shall have the right, but not the obligation, to reject, in whole or in part, the terms of any Shipper Notice or bid which is discriminatory or conflicts with any order or regulation issued by the Federal Energy Regulatory Commission, or provision of the Service Agreement, Rate Schedule or General Terms and Conditions. Such Shipper Notice shall be rejected in its entirety unless Shipper, pursuant to Section 9.2(a)(14), permits a partial rejection. Sea Robin shall provide simultaneous notification to Shipper, through the Messenger® system, of the reason(s) for rejecting a release notice with the notice of rejection. Sea Robin shall not have any liability to any Shipper, Releasing Shipper, Replacement Shipper, bidder or any other party as a result of Sea Robin's performance of its obligations under its capacity release program, and such Shippers, Releasing Shippers, Replacement Shippers, and bidders shall indemnify Sea Robin from and against any and all losses, damages, expenses, claims, suits, actions and proceedings whatsoever threatened, incurred or initiated as a result of Sea Robin's performance hereunder, except to the extent such loss, damage, expense, claim, suit, action or proceeding is the result of Sea Robin's negligence, bad faith or willful misconduct.

#### 9.8 Term

- (a) Any release under this Section 9 shall be for a minimum term of at least one Day.

- (b) Any release under this Section 9 shall be for a maximum term expiring on the earlier of:
  - (1) The last date this Tariff provision shall be effective;
  - (2) The expiration date of Releasing Shipper's Service Agreement when the release is for the full term of such agreement; or
  - (3) The expiration date specified by the Releasing Shipper in the Shipper Notice.

#### 9.9 Billing Adjustments

- (a) On the Releasing Shipper's bill for a Month in which it released capacity hereunder on a temporary basis, Sea Robin shall credit all reservation charge revenues billed by Sea Robin to the Replacement Shipper for the released capacity; provided, however, that in the event the Replacement Shipper fails to pay Sea Robin for any part of the amount credited to the Releasing Shipper's bill, Sea Robin reserves the right to reverse the credit on the Releasing Shipper's bill in a later Month up to the unpaid amount.
- (b) For temporary releases, the Releasing Shipper shall have the right to recall its capacity pursuant to Section 9.2(a)(6), if the Replacement Shipper fails to pay its reservation charges pursuant to the provisions of Section 15 of these General Terms and Conditions. The recall notice may be made by Releasing Shipper on Messenger®; provided, however, it will be Releasing Shipper's obligation, and not Sea Robin's responsibility, to ensure that the Replacement Shipper has received such notice in a timely manner.
- (c) Sea Robin shall not be required to credit all reservation charges billed to the Replacement Shipper to the extent a Releasing Shipper's FTS Agreement under which it pays a discounted rate provides otherwise with respect to credits in excess of the Releasing Shipper's discounted rate.
- (d) In the event the Replacement Shipper fails to make payment during a Month and Sea Robin does not have credit support in effect against which it can draw to obtain payment, unless a good faith dispute exists, the Releasing Shipper may elect to take assignment of Sea Robin's right to collect the account receivable from the Replacement Shipper and Sea Robin shall prepare and execute all documents necessary to make such assignment.
- (e) For a capacity release with a term of more than 1 Year, if any of the transportation rates billed to and paid by the Replacement Shipper are found by the Commission to exceed the rate which the Commission determines to be just and reasonable and Sea Robin is ordered to make refunds to Shippers which

would have included the Releasing Shipper, the Replacement Shipper shall be eligible to receive its share of refunds to the extent of any amounts it paid in excess of the rates the Commission subsequently determined to be just and reasonable under the Service Agreement. Notwithstanding the above, if the Replacement Shipper has paid its obligation in full, Sea Robin's obligation to make any refunds to the Releasing Shipper shall not include any amounts associated with the released capacity for which Sea Robin has distributed refunds to the Replacement Shipper.

For a capacity release with a term of one Year or less, the rate paid by a Replacement Shipper, which is not subject to the maximum rate cap, shall be deemed a final rate which is not subject to refund. The Releasing Shipper of a capacity release with a term of one Year or less shall be eligible to receive its share of refunds to the extent amounts it paid are in excess of the rates the Commission subsequently determined to be just and reasonable under the Service Agreement.

- (f) If the Releasing Shipper and Sea Robin so agree, Sea Robin shall receive a mutually agreeable fee for taking action to market Releasing Shipper's firm capacity so long as such actions constitute more than merely posting the Releasing Shipper's offer. Such marketing fee will be debited to Releasing Shipper's invoice.

#### 9.10 Requests to Purchase Releasable Capacity

Any party may initiate a request to purchase releasable firm capacity by following the instructions posted on Sea Robin's Informational Postings website located at <https://sermessenger.energytransfer.com> under "Notices, Request to Purchase Releasable Capacity." The form shall specify the terms and conditions of the request and the location of the posting on Sea Robin's Informational Postings website. Such offer to purchase released capacity shall be posted on Sea Robin's website for 30 Days.

**Part VII**  
**Form of Service Agreements**

- |                        |                              |
|------------------------|------------------------------|
| 1. Rate Schedule FTS   | Form of Service Agreement    |
| 2. Rate Schedule FTS-2 | Form of Service Agreement    |
| 3. Rate Schedule ITS   | Form of Service Agreement    |
| 4. Rate Schedule GPS   | Form of Service Agreement    |
| 5. Capacity Release    | Form of Service Agreement    |
| 6. Pooling Service     | Form of Service Agreement    |
| 7. Reserve Commitment  | Form of Agreement            |
| <del>8. Reserved</del> | <del>Form of Agreement</del> |

RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ (Service Agreement), by and between (Shipper's Name), hereinafter referred to as "Shipper", and SEA ROBIN PIPELINE COMPANY, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as "Sea Robin".

WITNESSETH:

WHEREAS, Sea Robin is an interstate pipeline, as defined in Section 2(15) of the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper has requested firm transportation of various supplies of gas for redelivery for Shipper's account on a firm basis and has submitted a valid request as defined in General Terms and Conditions Section 2 (describe transaction more fully if necessary); and

WHEREAS, Sea Robin has agreed to assist Shipper in the transportation of such gas supplies in accordance with the terms and conditions of this Service Agreement, pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission).

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I  
SERVICE

1.1 Subject to the other provisions of this Agreement and of Sea Robin's Rate Schedule FTS and the General Terms and Conditions thereto, Shipper may deliver or cause to be delivered to Sea Robin at the Sea Robin Point(s) of Receipt described in Exhibit A to this Service Agreement, and Sea Robin agrees to accept at such point(s) for transportation under this Service Agreement, aggregate daily quantities of Natural Gas up to the total Maximum Daily Quantity (MDQ) set forth on Exhibit A hereto. An MDQ is also specified in Exhibit A as to each Sea Robin Point of Receipt. The sum of the MDQs of the Point(s) of Receipt designated on Exhibit A shall not exceed the total MDQ set forth on Exhibit A. These quantities are subject to interruption or limitation pursuant to Rate Schedule FTS and the General Terms and Conditions.

1.2 Sea Robin shall redeliver on a firm basis Equivalent Volumes, as defined in Section 1 of the General Terms and Conditions, to Shipper at the Sea Robin Point(s) of Delivery described in Exhibit A. The MDQ for each Sea Robin Point of Delivery shall be as specified in Exhibit A. The sum of the MDQs of the Point(s) of Delivery designated on Exhibit A shall not exceed the total MDQ set forth in Exhibit A.

1.3 Shipper may also deliver or cause to be delivered to Sea Robin gas for transportation hereunder at secondary Point(s) of Receipt and Sea Robin agrees on any Day to accept gas at such points on a secondary firm basis up to (i) the MDQs of gas at each Point of Receipt, not to exceed in the aggregate the total MDQ set forth in Exhibit A, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Receipt.

1.4 Shipper may also request redelivery of Equivalent Volumes hereunder at secondary Point(s) of Delivery and Sea Robin agrees on any Day to redeliver such volumes to Shipper at the secondary Point(s) of Delivery on a secondary firm basis up to (i) the MDQs at each Point of Delivery not to exceed in the aggregate the total MDQ set forth in Exhibit A, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Delivery.

## ARTICLE II CONDITIONS OF SERVICE

2.1 It is recognized that service hereunder is provided pursuant to Rate Schedule FTS which is hereby incorporated by reference, including the General Terms and Conditions. In the event of any conflict between the body of this Service Agreement and Sea Robin's Rate Schedule FTS, Rate Schedule FTS shall govern as to the point of conflict. In accordance with the provisions of Sea Robin's Tariff, Sea Robin shall have the right to determine the priority and/or scheduling of the transportation service under this Service Agreement. In accordance with the provisions of Sea Robin's Tariff, Sea Robin shall also have the right to revise its priority and/or scheduling of this transportation service from time to time.

2.2 This Service Agreement shall be subject to all operating conditions established by Sea Robin in Rate Schedule FTS and the General Terms and Conditions as such conditions may be revised from time to time.

2.3 Sea Robin shall have the right to interrupt service under this Service Agreement if, at any time after reasonable notice given the circumstances, Shipper fails materially to comply with any provision of this Service Agreement, Sea Robin's Rate Schedule FTS, or its General Terms and Conditions.

2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

## ARTICLE III NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following address or to such other physical or electronic address as either party shall designate by written or electronic communication.

Sea Robin:

Notices and General  
Correspondence:

Sea Robin Pipeline Company, LLC  
Attention: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713) 627-4272 or  
1-800-275-7375  
Facsimile: (713) 989-1178

Dispatching Notices:

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) ~~962-9862989~~-7799  
Fax: (713) 286-5402

EMERGENCIES (Not to be used  
for any other purpose):

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Shipper:

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

- (1) Please provide street address in addition to mailing address.

Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation by physical or electronic means is requested by either party hereto.

#### ARTICLE IV TERM

4.1 Sea Robin shall provide firm transportation service pursuant to this Service Agreement for the term stated on Exhibit A.

4.2 Termination of this Service Agreement shall not affect the obligations incurred by either party prior to the effective date of such termination nor shall such termination cancel balances of gas then owing by either party to the other.

#### ARTICLE V CONDITIONS PRECEDENT

5.1 Other provisions of this Service Agreement notwithstanding, Sea Robin shall be under no obligation to commence service hereunder unless and until all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, treating, processing and delivery of Natural Gas hereunder have been installed and are in operating condition. Further, the terms of Rate Schedule FTS and the General Terms and Conditions shall apply to the acquisition or construction of any facilities necessary to effectuate the Service Agreement.

#### ARTICLE VI RATES AND CHARGES

6.1 Shipper shall be obligated to pay Sea Robin monthly, for the service under this Service Agreement, the charges specified in Rate Schedule FTS and the General Terms and Conditions. Sea Robin may agree from time to time to discount the rate charged Shipper for services provided hereunder in accordance with Section 20 of the General Terms and Conditions. Said discounted charge shall be documented in writing.

6.2 If at any time, and from time to time, including as to the first Month's deliveries hereunder, the Commission or any other governmental authority having jurisdiction in the premises allows or permits Sea Robin to collect, or to negotiate to collect, a higher rate (including but not limited to any incentive charge) for the transportation service, the rate shall be increased to the highest such rate.

6.3 Sea Robin shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable to service provided under this Service Agreement, including both the level and design of such rates and charges; (ii) the terms and conditions applicable to Rate Schedule FTS; and (iii) the General Terms and Conditions. Sea Robin agrees that Shipper may protest or contest the aforementioned filings.

ARTICLE VII  
MISCELLANEOUS

7.1 This Service Agreement constitutes the entire agreement between the parties and no representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the parties.

7.2 Exhibit A is hereby incorporated by reference into and made a part of this Service Agreement.

7.3 After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

7.4 (If applicable) This Service Agreement supersedes and cancels the Service Agreement (# \_\_\_\_\_) dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed in two (2) original counterparts, by their officers thereunto duly authorized, as of the first Day and Year set forth hereinabove.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FTS  
Between  
SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area \_\_\_\_\_

Maximum Daily Quantity for each specified period of the Agreement:

Effective from \_\_\_\_\_ through \_\_\_\_\_ : \_\_\_\_\_ Dt.

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

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

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. \_\_\_\_\_

Primary Point(s) of Receipt

<u>Point No.</u>	<u>Receipt Point</u>	<u>Maximum Daily Quantity in Dth</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Secondary Point(s) of Receipt

All active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current listing of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Receipt.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. \_\_\_\_\_

Primary Point(s) of Delivery

<u>Point No.</u>	<u>Delivery Point</u>	<u>Maximum Daily Quantity in Dth</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
------------------	-----------------------	--------------------------------------	---------------------	-------------------	-----------------

Total MDQ: \_\_\_\_\_

Secondary Point(s) of Delivery

All active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Delivery.

RATE SCHEDULE FTS-2  
FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_  
Authorization: \_\_\_\_\_

THIS AGREEMENT, made and entered into as of this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ (Service Agreement) by and between Sea Robin Pipeline Company, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as "Sea Robin," and \_\_\_\_\_, hereinafter referred to as "Shipper,"

WITNESSETH

WHEREAS, Sea Robin is an interstate pipeline, as defined in the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper is (describe nature of Shipper (e.g., producer, intrastate pipeline, distributor, end-user, etc.)); and

WHEREAS, Shipper has requested firm transportation pursuant to Rate Schedule FTS-2 of various supplies of gas for redelivery for Shipper's account and has submitted to Sea Robin a request for such transportation service in compliance with Section 2 of the General Terms and Conditions and as defined in Rate Schedule FTS-2; and

WHEREAS, Shipper has agreed in the form of Reserve Commitment Agreement with Sea Robin to dedicate gas owned or controlled by Shipper from certain Committed Leases to Sea Robin's Pipeline System; and

WHEREAS, Sea Robin has agreed to provide Shipper with transportation service of such gas supplies in accordance with the terms and conditions of this Service Agreement and pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission).

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I  
TRANSPORTATION QUANTITY

1.1 Subject to the terms and provisions of this Service Agreement, Rate Schedule FTS-2 and the General Terms and Conditions of Sea Robin's Tariff (Tariff), Shipper agrees to deliver or cause to be delivered to Sea Robin at the primary or secondary Point(s) of Receipt described in Exhibit A to this Service Agreement, and Sea Robin agrees to accept at such point(s) for transportation under this Service Agreement, an aggregate quantity specified in Exhibit A to this Service Agreement of Natural Gas per

Day, hereinafter the "Maximum Daily Quantity" or "MDQ", for the applicable delivery periods. A delivery period shall not be less than three (3) Months, hereinafter "Delivery Period(s)." The MDQ for each Delivery Period shall not be less than 1,000 Dth/d and shall be supported by a life of reserves production profile for the Committed Lease(s), as more thoroughly described in Sea Robin's Rate Schedule FTS-2. Shipper's proposed commencement and termination dates of service shall be supported by the production profile submitted pursuant to Section 4 of Rate Schedule FTS-2. As provided in Rate Schedule FTS-2, Shipper shall annually update its production profile to support its projected MDQs and term of service. Shipper shall reduce its MDQs, as applicable, based on the updated production profile. Shipper may increase its MDQ, if supported by an updated production profile, to the extent firm capacity is available as determined by Sea Robin.

Shipper shall have the right for any reason, at any time and from time to time, to permanently change, in whole or in part, the MDQs for any given Delivery Period(s) set forth in Exhibit A to this Service Agreement on six (6) Months prior written notice to Sea Robin; provided, however, any increases in MDQ shall be subject to the availability of firm capacity on the system as determined by Sea Robin.

Sea Robin's obligation to accept gas on a firm basis at any Point of Receipt is limited to the primary Point(s) of Receipt set out on Exhibit A and to the Maximum Daily Receipt Quantity (MDRQ) stated for each such Point of Receipt. The sum of the MDRQs for the primary Point(s) of Receipt on Exhibit A shall not exceed the total MDQ for the Delivery Period set forth on Exhibit A hereto.

1.2 Subject to the terms and provisions of this Service Agreement, Rate Schedule FTS-2 and the General Terms and Conditions thereto, Sea Robin shall deliver Equivalent Volumes to Shipper at the Point(s) of Delivery described in Exhibit A hereto. Sea Robin's obligation to redeliver gas at any Point of Delivery on a firm basis is limited to the primary Point(s) of Delivery specified on Exhibit A and to the Maximum Daily Delivery Quantity (MDDQ) stated for each such Point of Delivery. The sum of the MDDQs for the primary Point(s) of Delivery on Exhibit A shall equal the total MDQ for the Delivery Period set forth on Exhibit A hereto.

1.3 Shipper may also deliver or cause to be delivered to Sea Robin gas for transportation hereunder at secondary Point(s) of Receipt described in Exhibit A to this Service Agreement and Sea Robin agrees on any Day to accept gas at such points on a secondary firm basis up to (i) the MDQs of gas specified on Exhibit A, not to exceed in the aggregate the total MDQ set forth on Exhibit A for the applicable Delivery Period, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Receipt.

1.4 Shipper may also request redelivery of Equivalent Volumes hereunder at secondary Point(s) of Delivery described in Exhibit A hereto and Sea Robin agrees on any Day to redeliver such volumes to Shipper at the Exhibit A secondary Point(s) of Delivery on a secondary firm basis up to (i) the MDQs specified on Exhibit A, not to exceed in the aggregate the total MDQ set forth on Exhibit A for the applicable Delivery Period, less (ii) the aggregate quantities of gas delivered on such Day at the primary Point(s) of Delivery.

1.5 Sea Robin shall have no obligation to commence service hereunder until Shipper has executed a Reserve Commitment Agreement with Sea Robin in the form contained in the Tariff

dedicating the gas reserves to Sea Robin under the Committed Leases. Sea Robin shall have no obligation to accept any gas for transportation under this Service Agreement other than the gas dedicated to Sea Robin's Pipeline System under a Reserve Commitment Agreement and produced from working interests of Shipper or its affiliates in the Committed Lease(s) or which Shipper has the right to market under a joint operating or similar agreement. Committed Lease(s) shall mean those lease(s) set forth on Exhibit B to this Service Agreement, which were committed to Sea Robin's Pipeline System by Reserve Commitment Agreement dated \_\_\_\_\_. The total proven recoverable reserves from the Committed Leases shown on Exhibit B shall be more than 40 Bcf, unless the Committed Leases were connected to Sea Robin's Pipeline System on or before August 1, 1997.

## ARTICLE II CONDITIONS OF SERVICE

2.1 It is recognized that the transportation service hereunder is provided on a firm basis pursuant to, in accordance with and subject to the provisions of Sea Robin's Rate Schedule FTS-2, and the General Terms and Conditions thereto, which are contained in Sea Robin's Tariff, as in effect from time to time, and which are hereby incorporated by reference. In the event of any conflict between this Service Agreement and Rate Schedule FTS-2, the terms of Rate Schedule FTS-2 shall govern as to the point of conflict. Any limitation or scheduling of transportation service hereunder shall be in accordance with the priorities set out in Rate Schedule FTS-2 and the General Terms and Conditions thereto.

2.2 This Service Agreement shall be subject to all operating conditions established by Sea Robin in Rate Schedule FTS-2 and the General Terms and Conditions as such conditions may be revised from time to time.

2.3 Sea Robin shall have the right to interrupt or discontinue service under this Service Agreement if, at any time after reasonable notice given the circumstances, Shipper fails materially to comply with any provision of this Service Agreement, Sea Robin's Rate Schedule FTS-2 and/or the General Terms and Conditions of the Tariff.

2.4 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

2.5 This Service Agreement is subject to the provisions of Part 284 of the Commission's Regulations under the NGPA and the Natural Gas Act. Upon termination of this Service Agreement, Sea Robin and Shipper shall be relieved of further obligation to the other party except to complete the transportation of gas underway on the Day of termination, to comply with the provisions of Section 6 of the General Terms and Conditions to resolve any imbalances accrued prior to termination of this Service Agreement, to render reports for applicable service periods, and to make payment for all obligations accruing prior to the date of termination.

2.6 Shipper shall be responsible for insuring that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service and that it has advised the upstream and downstream transporters of the Point(s) of Receipt and Point(s) of Delivery under this Service Agreement and any quantity limitations for each point as specified

on Exhibit A attached hereto. Sea Robin shall have no obligation to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Service Agreement.

ARTICLE III  
NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following address or to such other physical or electronic address as either party shall designate by written or electronic communication:

Sea Robin:

Notices and General  
Correspondence

Sea Robin Pipeline Company, LLC  
Attention: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713) 627-4272 or  
1-800-275-7375  
Facsimile: (713) 989-1178

Dispatching Notices –  
Nominations/Confirmations

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) ~~962-9862989~~-7799  
Fax: (713) 286-5402

EMERGENCIES (Not to be  
used for any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Shipper:

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation by physical or electronic means is requested by either party hereto.

#### ARTICLE IV TERM

4.1 Subject to the provisions hereof, this Service Agreement shall become effective as of the date first hereinabove written and shall be in full force and effect for the economic life of the Committed Lease(s) as demonstrated by Shipper pursuant to Rate Schedule FTS-2 unless and until such Committed Lease(s) are released from dedication pursuant to the provisions of the Reserve Commitment Agreement. Nothing herein is intended to relieve Shipper of its obligation to support the level of its MDQs and provide production profile updates as required in Section 1.1 above.

#### ARTICLE V CONDITIONS PRECEDENT

5.1 The terms of Rate Schedule FTS-2, and the General Terms and Conditions thereto, shall apply to the acquisition or construction of any facilities necessary to effectuate this Service Agreement. Other provisions of this Service Agreement notwithstanding, Sea Robin shall be under no obligation to commence service hereunder unless and until (1) all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation, treating, processing, and delivery of Natural Gas hereunder have been authorized, installed, and are in operating condition, and (2) Sea Robin, in its reasonable discretion, has determined that such service would constitute transportation of Natural Gas authorized under all applicable regulatory authorizations and the Commission's Regulations.

5.2 Sea Robin's services hereunder are contingent upon Shipper's obligation to pay for the services contemplated under the FTS-2 Service Agreement in a timely fashion in accordance with Section 15 of the General Terms and Conditions.

#### ARTICLE VI TRANSPORTATION CHARGES

6.1 Shipper shall pay Sea Robin monthly, for the transportation service rendered hereunder, the charges specified in Rate Schedule FTS-2, including any penalty, imbalance cash-out and other authorized charges assessed under Rate Schedule FTS-2 and the General Terms and Conditions. Sea Robin may agree from time to time at its reasonable discretion on a not unduly discriminatory basis to discount the rates charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule FTS-2. Any discounted rates agreed to by Sea Robin shall be documented in writing.

6.2 The rates and charges provided for under Rate Schedule FTS-2 shall be subject to increase or decrease pursuant to any order issued by the Commission in any proceeding applicable to the services performed hereunder. Shipper agrees that Sea Robin shall, without any further agreement by Shipper, have the right to change from time to time, all or any part of this Service Agreement, as well as all or any part of Rate Schedule FTS-2, or the General Terms and Conditions thereto, including without limitation, the right to change the rates and charges in effect hereunder and/or the design thereof, pursuant to Section 4(d) of the Natural Gas Act. Nothing contained herein shall prejudice the rights of Shipper to contest or protest at any time any changes made pursuant to this Section 6.2, including the right to contest the transportation rates or charges for the services provided under this Service Agreement in any subsequent rate proceedings by Sea Robin under Section 4 of the Natural Gas Act or to file a complaint under Section 5 of the Natural Gas Act with respect to such transportation rates or charges.

#### ARTICLE VII MISCELLANEOUS

7.1 No waiver by Sea Robin or Shipper of any default of either party under this Service Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

7.2 The laws of the State of Texas (excluding choice of law provisions) shall govern the validity, construction, interpretation, and effect of this Service Agreement.

7.3 This Service Agreement constitutes the entire Service Agreement between the parties. No modification of or supplement to the terms and provisions hereof, including any exhibits hereto, shall be or become effective except by execution of a supplementary written agreement between the parties. Subject to the availability of capacity and in accordance with the provisions of Rate Schedule FTS- 2, and the General Terms and Conditions thereto, primary Point(s) of Receipt may be added to or deleted from Exhibit A and the Maximum Daily Receipt Quantity (MDRQ) for any primary Point of Receipt on Exhibit A may be changed upon execution by Sea Robin and Shipper of a Revised Exhibit A to reflect said change(s), and primary Point(s) of Delivery may be added to or deleted from Exhibit A and the Maximum Daily Delivery Quantity (MDDQ) for any primary Point of Delivery may be changed upon execution by Sea Robin and Shipper of a Revised Exhibit A to reflect said change(s); provided, however, that any such change to Exhibit A must include corresponding changes to the existing MDRQs or MDDQs, respectively, such that the sum of the changed MDRQs shall not exceed the MDQ and the sum of the MDDQs equals the MDQ.

7.4 Subject to the Reserve Commitment Agreement dated \_\_\_\_\_, any entity which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety, of either Sea Robin or Shipper, 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 Service Agreement.

Notwithstanding the provisions of Section 9 of the General Terms and Conditions:

- (i) Shipper may, without the consent of Sea Robin, assign any of its rights hereunder to an entity with which it is affiliated, as defined in Section 1.2 of the Reserve Commitment Agreement, but Shipper shall not be relieved of its obligations under this Service Agreement and Sea Robin shall not recognize the assignment as effective unless and until Shipper provides to Sea Robin in writing the assignee's assumption of obligation under this Service Agreement. In the event of such assignment, the Shipper shall provide written notice of such assignment to Sea Robin as soon as practicable.
- (ii) In addition to the rights provided in Section 7.4(i) above, if Shipper assigns any of its rights hereunder to an entity with which it is affiliated, as defined in Section 1.2 of the Reserve Commitment Agreement, and, prior to such assignment, obtains the written consent thereto of Sea Robin, such consent not to be unreasonably withheld, then Shipper shall be relieved of its obligations hereunder to the extent so assigned prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).
- (iii) Shipper may, without the consent of Sea Robin, assign any of its rights hereunder to any entity to which Shipper sells, transfers or assigns all or any portion of its interests in the Committed Lease(s). In the event of such assignment, the Shipper shall provide written notice of such assignment to Sea Robin as soon as practicable, and Shipper shall be relieved of its obligations hereunder, to the extent so assumed by the assignee, prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).

Subject to the provisions of Section 9 of the General Terms and Conditions applicable hereto, and except as provided in Sections 7.4(i) and (iii) hereof, no assignment of this Service Agreement or any of the rights or obligations hereunder shall be made unless there first shall have been obtained the written consent thereto of Shipper in the event of an assignment by Sea Robin, or the written consent thereto of Sea Robin in the event of an assignment by Shipper, such consent not to be unreasonably withheld.

The restrictions on assignment contained in this Section 7.4 do not apply to assignments of leases and shall not in any way prevent either party to this Service Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness.

7.5 Exhibits A and B, as applicable, attached to this Service Agreement constitute a part of this Service Agreement and are incorporated herein.

7.6 This Service Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body of the federal or state government having or asserting jurisdiction herein. After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service Agreement and to construct and operate any facilities necessary therefor. Each party shall have the right to seek such governmental authorizations as it deems necessary, including the right to prosecute its requests or applications for such authorization in the manner it deems appropriate. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

(If applicable) In the event all such necessary regulatory approvals have not been issued or have not been issued on terms and conditions acceptable to Sea Robin or Shipper within \_\_\_\_\_ Months from the date of the initial application therefor, then Sea Robin or Shipper may terminate this Service Agreement without further liability or obligation to the other party by giving written notice thereof at any time subsequent to the end of such \_\_\_\_\_-Month period, but prior to the receipt of all such acceptable approvals. Such notice will be effective as of the date it is delivered to the U. S. Mail, for delivery by certified mail, return receipt requested.

7.7 (If applicable) This Service Agreement supersedes and cancels the Service Agreement (# \_\_\_\_\_) dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, this Service Agreement has been executed by the parties as of the date first written above by their respective duly authorized officers.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FTS-2  
Between  
SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

Title \_\_\_\_\_

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. \_\_\_\_\_

Primary Point(s) of Receipt

<u>Receipt Point</u>	<u>Delivery Period Dates (1) Beginning Ending</u>	<u>Maximum Daily Receipt Quantity in Dth</u>	<u>Maximum Daily Quantity in Dth</u>
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Secondary Point(s) of Receipt

All active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Receipt.

(1) No Delivery Period shall be shorter than 3 consecutive Months.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. \_\_\_\_\_

Primary Point(s) of Delivery

<u>Delivery Point</u>	<u>Delivery Period</u>		<u>Maximum Daily</u> <u>Delivery Quantity</u> <u>in Dth</u>	<u>Maximum</u> <u>Daily Quantity</u> <u>in Dth</u>
	<u>Beginning</u>	<u>Ending</u>		

Secondary Point(s) of Delivery

All active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Delivery.

(2) No Delivery Period shall be shorter than 3 consecutive Months.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT B

Contract No. \_\_\_\_\_

Committed Lease(s) (3)

Associated Blocks

Working Interests

- (3) The aggregate estimated proven recoverable reserves from the Committed Lease(s) attributable to Shipper's interest alone or aggregated with other Shippers' interests in such lease(s) pursuant to a Reserve Commitment Agreement, shall not be less than 40 Bcf of Natural Gas unless such reserves were connected to Sea Robin's system prior to August 1, 1997.

RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT

Contract No. \_\_\_\_\_

THIS AGREEMENT, made and entered into as of this \_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_ (Service Agreement), by and between (Shipper's Name), hereinafter referred to as "Shipper", and SEA ROBIN PIPELINE COMPANY, LLC, a limited liability company organized under the laws of Delaware, hereinafter referred to as "Sea Robin".

WITNESSETH:

WHEREAS, Sea Robin is an interstate pipeline, as defined in the Natural Gas Policy Act of 1978 (NGPA); and

WHEREAS, Shipper has requested transportation of various supplies of gas for redelivery for Shipper's account on an interruptible basis and has submitted a valid request as defined in the General Terms and Conditions (describe transaction more fully if necessary); and

WHEREAS, Sea Robin has agreed to assist Shipper in the transportation of such gas supplies in accordance with the terms and conditions of this Service Agreement, pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission).

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I  
TRANSPORTATION QUANTITY

1.1 Subject to the other provisions of this Service Agreement, Shipper may deliver or cause to be delivered to Sea Robin at Sea Robin's Point(s) of Receipt described in Exhibit A to this Service Agreement, and Sea Robin agrees to accept at such point(s) for transportation under this Service Agreement, the quantity of Natural Gas nominated by Shipper and scheduled by Sea Robin up to the Maximum Daily Quantity (MDQ) set forth in Exhibit A hereto. These quantities are subject to interruption or limitation to Rate Schedule ITS.

1.2 Sea Robin shall redeliver Equivalent Volumes, as defined in Section 1 of the General Terms and Conditions, nominated by Shipper and scheduled by Sea Robin to Shipper at the Sea Robin Point(s) of Delivery described in Exhibit A up to the MDQ set forth in Exhibit A hereto.

ARTICLE II  
CONDITIONS OF SERVICE

2.1 It is recognized that service hereunder is provided pursuant to Rate Schedule ITS which is hereby incorporated by reference, including the General Terms and Conditions. In the event of any conflict between the body of this Service Agreement and Sea Robin's Rate Schedule ITS, Rate Schedule ITS shall govern as to the point of conflict. Sea Robin shall have the right to determine the priority and/or scheduling of the transportation service under this Service Agreement in accordance with the provisions of Sea Robin's Tariff. Sea Robin shall also have the right to revise its priority and/or scheduling of this transportation service from time to time.

2.2 Sea Robin makes no representation, assurance or warranty that capacity will be available on Sea Robin's Pipeline System at any time.

2.3 This Service Agreement shall be subject to all operating conditions established by Sea Robin in Rate Schedule ITS and the General Terms and Conditions, as such conditions may be revised from time to time.

2.4 Sea Robin shall have the right to interrupt service under this Service Agreement if at any time after reasonable notice given the circumstances Shipper fails to comply with any provision of this Service Agreement, Sea Robin's Rate Schedule ITS or its General Terms and Conditions.

2.5 The parties hereto agree that neither party shall be liable to the other party for any special, indirect, punitive, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

ARTICLE III  
NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following address or such other physical or electronic address as either party shall designate by written or electronic communication.

Sea Robin:

Notices and General  
Correspondence:

Sea Robin Pipeline Company, LLC  
P.O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713) 627-4272 or  
1-800-275-7375  
Facsimile: (713) 989-1178

Dispatching Notices:

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967

Houston, Texas 77210-4967  
Phone: (713) ~~962-9862989-7799~~  
Fax: (713) 286-5402

EMERGENCIES (Not to be used  
for any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Shipper:

Billing:

Nomination and Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation by physical or electronic means is requested by either party hereto.

#### ARTICLE IV TERM

4.1 This Service Agreement shall become effective as of the date hereof, and shall be in full force and effect for a primary term set forth on Exhibit A hereto and shall continue and remain in full force and effect for successive evergreen terms as specified on Exhibit A hereto unless and until canceled by either party giving written notice to the other party prior to the end of the primary term or any extension thereof pursuant to the timeframe set forth on Exhibit A.

4.2 Notwithstanding the foregoing, to the extent permitted by law including such abandonment authorizations as may be necessary, Sea Robin shall have the right to terminate this Service Agreement, and the transportation service hereunder, upon thirty (30) Days written notice. In addition, Sea Robin and Shipper may mutually agree to terminate this interruptible Service Agreement at any time.

4.3 Termination of this Service Agreement shall not affect the obligations incurred by either party prior to the effective date of such termination nor shall such termination cancel balances of gas then owing by either party to the other.

#### ARTICLE V CONDITIONS PRECEDENT

5.1 In the event that Shipper does not nominate gas for transportation under this Service Agreement, or tender gas nominated by the later of (i) the date service was requested to commence, (ii) thirty (30) Days after Shipper executes this Service Agreement; or (iii) thirty (30) Days after the completion of necessary construction, this Service Agreement shall automatically terminate.

5.2 Other provisions of this Service Agreement notwithstanding, Sea Robin shall be under no obligation to commence service hereunder unless and until all facilities, of whatever nature, as are required to permit the receipt, measurement, transportation and delivery of Natural Gas hereunder have been installed and are in operating condition. Further, the terms of Rate Schedule ITS and the General Terms and Conditions shall apply to the acquisition or construction of any facilities necessary to effectuate this Service Agreement.

#### ARTICLE VI TRANSPORTATION FEE

6.1 Shipper shall be obligated to pay Sea Robin monthly, for the service under this Service Agreement, the charges specified in Rate Schedule ITS and the General Terms and Conditions. Sea Robin may agree from time to time to discount the rate charged Shipper for services provided hereunder in accordance with the provisions of Rate Schedule ITS.

6.2 If at any time and from time to time, including as to the first Month's deliveries hereunder, the Commission or any other governmental authority having jurisdiction in the premises allows or permits Sea Robin to collect, or to negotiate to collect, a higher rate (including but not limited to any incentive charge) for the transportation service, the rate shall be increased to the highest such rate.

6.3 Sea Robin shall have the unilateral right to file with any appropriate regulatory authority and make changes effective in (i) the rates and charges applicable to service provided under this Service Agreement, including both the level and design of such rates and charges; (ii) the terms and conditions applicable to Rate Schedule ITS and (iii) the General Terms and Conditions. Sea Robin agrees that Shipper may protest or contest the aforementioned filings.

ARTICLE VII  
MISCELLANEOUS

7.1 This Service Agreement constitutes the entire agreement between the parties and no representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such representation or agreement is reduced to writing and executed by authorized representatives of the parties.

7.2 Exhibit A attached to this Service Agreement is hereby incorporated by reference into and made a part of this Service Agreement.

7.3 After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

7.4 (If applicable) This Service Agreement supersedes and cancels the Service Agreement (# \_\_\_\_\_) dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed in two (2) original counterparts, by their officers/ representatives thereunto duly authorized, effective as of the first Day and Year set forth hereinabove.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule ITS  
Between  
SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area: \_\_\_\_\_

Maximum Daily Quantity : \_\_\_\_\_

Primary Term Start and End Dates: \_\_\_\_\_

Evergreen Period: \_\_\_\_\_ Term Notice: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

Title \_\_\_\_\_

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. \_\_\_\_\_

Interruptible Point(s) of Receipt

<u>Point No.</u>	<u>Receipt Point</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Additionally, all active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current listing of which shall be maintained by Sea Robin on Messenger®, are/are not incorporated by reference herein.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. \_\_\_\_\_

Interruptible Point(s) of Delivery

<u>Point No.</u>	<u>Delivery Point</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Additionally, all active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or the West Area consistent with the Service Area designated in this Exhibit A, a current listing of which shall be maintained by Sea Robin on Messenger®, are/are not incorporated by reference herein.



ARTICLE II  
TERM

2.1 This Service Agreement shall be effective from the date first stated above. Sea Robin shall provide interruptible Parking service for Shipper pursuant to this Service Agreement from \_\_\_\_\_ until \_\_\_\_\_, when this Service Agreement shall expire; provided, however, Sea Robin and Shipper may mutually agree to terminate this interruptible Service Agreement at any time.

ARTICLE III  
RATES AND CHARGES

3.1 For the services provided or contracted for hereunder, Shipper agrees to pay Sea Robin the then-effective, applicable rates and charges under Sea Robin's Rate Schedule GPS filed with the Commission, as such rates and charges and Rate Schedule GPS may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule GPS and the applicability thereof, the General Terms and Conditions or any other provisions of Sea Robin's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

3.2 From time to time, Shipper and Sea Robin may agree in writing on a level of discount of the otherwise applicable rates and charges hereunder pursuant to the effective applicable provisions of Rate Schedule GPS and subject to the Regulations and Orders of the Commission. Such discount shall be in accordance with Section 20.1 in the General Terms and Conditions. Any discount shall be effective only on a prospective basis and shall be documented in writing.

ARTICLE IV  
GENERAL TERMS AND CONDITIONS

4.1 This Service Agreement and all terms for service hereunder are subject to the further provisions of Rate Schedule GPS and the General Terms and Conditions of Sea Robin's Tariff, as such may be modified supplemented, superseded or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of Rate Schedule GPS and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Service Agreement and made an integral part hereof.

ARTICLE V  
NOTICES

5.1 The Post Office addresses of both Sea Robin and Shipper are as follows:

SEA ROBIN

Nomination and  
Scheduling: Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone (713) ~~962-9862~~989-7799  
Fax: (713) 286-5402

Pipeline Emergencies: Sea Robin Pipeline Company, LLC  
(Not to be used for Attn: Gas Control  
any other purpose) P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

All Other: Sea Robin Pipeline Company, LLC  
Attn: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-4272 or  
1-800-275-7375  
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, both Sea Robin and Shipper have caused this Service Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS SERVICE AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between:

SEA ROBIN PIPELINE COMPANY, LLC, (hereinafter called "Sea Robin"), a Delaware limited liability  
company,

and

(hereinafter called "Replacement Shipper").

In consideration of the mutual covenants and agreements as herein set forth, both Sea Robin and  
Replacement Shipper covenant and agree as follows:

ARTICLE I  
SERVICE

1.1 For each occasion that Replacement Shipper obtains capacity from a Releasing Shipper  
through Sea Robin's capacity release program, an Addendum in the form of Exhibit A, attached hereto  
will be made a part hereof. The specific terms and conditions of each release shall be reflected in each  
Addendum, which shall be incorporated and made a part of this Service Agreement, and which together  
shall constitute the terms and conditions of Sea Robin's service for each release.

1.2 Sea Robin agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of  
Delivery, on a firm basis, quantities of Natural Gas up to the maximum daily quantity obtained from the  
Releasing Shipper. The maximum daily quantity is stated in delivered quantities, for which received  
quantities must be adjusted for fuel usage and lost or unaccounted for Gas. Sea Robin shall deliver  
Equivalent Volumes, as defined in Section 1 of the General Terms and Conditions.

ARTICLE II  
TERM

2.1 This Service Agreement shall be effective from the date first stated above until  
\_\_\_\_\_, when this Service Agreement shall expire. Service shall commence and remain  
effective for a term coincidental for each capacity release term identified in each Addendum.

ARTICLE III  
RATES AND CHARGES

3.1 For the services provided or contracted for hereunder (including any Addendum hereunder), Shipper agrees to pay Sea Robin the then-effective, applicable rates and charges under Sea Robin's Rate Schedule FTS or FTS-2, filed with the Commission, as such rates and charges and Rate Schedule FTS or FTS-2 may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FTS or FTS-2 and the applicability thereof, the General Terms and Conditions or any other provisions of Sea Robin's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

ARTICLE IV  
GENERAL TERMS AND CONDITIONS

4.1 This Service Agreement and all terms for service hereunder are subject to the further provisions of the applicable Rate Schedule and the General Terms and Conditions of Sea Robin's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Sea Robin reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Service Agreement and made an integral part hereof.

ARTICLE V  
NOTICES

5.1 The Post Office addresses of both Sea Robin and Shipper are as follows:

SEA ROBIN

Nomination and  
Scheduling:

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 962-9862989-7799  
Fax: (713) 286-5402

Pipeline Emergencies:  
(Not to be used for  
any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

All Other:

Sea Robin Pipeline Company, LLC  
Attn: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-4272 or  
1-800-275-7375  
Fax: (713) 989-1178

REPLACEMENT SHIPPER

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, both Sea Robin and Replacement Shipper have caused this Service Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

EXHIBIT A

Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_  
Capacity Release  
Service Agreement  
Between  
Sea Robin Pipeline Company, LLC  
and

---

Releasing Shipper  
Contract No. \_\_\_\_\_

Releasing Shipper  
Rate Schedule \_\_\_\_\_

Original Releasing  
Shipper Contract No. \_\_\_\_\_

Regulation \_\_\_\_\_

Service Area \_\_\_\_\_

Replacement Shipper's  
Maximum Daily Quantity (Dth) \_\_\_\_\_

Permanent or Temporary Release \_\_\_\_\_

Conditions of Recall \_\_\_\_\_

Term of Release

Begin \_\_\_\_\_ End \_\_\_\_\_

Reservation Rate (including applicable surcharges) \_\_\_\_\_

Other Conditions

EXHIBIT A (Continued)

Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_

CAPACITY RIGHTS  
Points of Receipt

<u>Zone</u>	<u>Received From</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Secondary Points of Receipt

Shipper shall have as secondary Points of Receipt all active Points of Receipt on Sea Robin's Master Receipt Point List for the East Area or West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®.

EXHIBIT B  
Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_  
Capacity Release

Points of Delivery

<u>Zone</u>	<u>Delivered To</u>	<u>Location</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Secondary Points of Delivery

Shipper shall have as secondary Points of Delivery all active Points of Delivery on Sea Robin's Master Delivery Point List for the East Area or West Area consistent with the Service Area designated in this Exhibit A, a current list of which shall be maintained by Sea Robin on Messenger®.

FORM OF POOLING SERVICE AGREEMENT

Contract No. \_\_\_\_\_

THIS SERVICE AGREEMENT, made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Sea Robin Pipeline Company, LLC, a limited liability company organized under the laws of the State of Delaware, hereinafter referred to as "Sea Robin," and \_\_\_\_\_, hereinafter referred to as "Pooler,"

Pooling Point \_\_\_\_\_

WITNESSETH

WHEREAS, Sea Robin, an interstate pipeline as defined in the Natural Gas Policy Act of 1978 (NGPA), performs transportation services pursuant to Part 284 of the Regulations of the Federal Energy Regulatory Commission (Commission); and

WHEREAS, Pooler has submitted a valid request under Sea Robin's Tariff to create a pool of gas supplies originating from various Point(s) of Receipt on Sea Robin's Pipeline System (Pool) under one or more Service Agreements under Rate Schedule FTS, Rate Schedule FTS-2 and/or Rate Schedule ITS, (Service Agreements) pursuant to Section 5 of the General Terms and Conditions of Sea Robin's Tariff; and

WHEREAS, Sea Robin is agreeable to such an arrangement in accordance with the terms and conditions of this Service Agreement, the subject Service Agreements, Sea Robin's Tariff and any applicable Commission Regulations under the NGPA or Natural Gas Act.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I  
TERMS AND CONDITIONS

1.1 Sea Robin agrees to provide a pooling service on behalf of Pooler pursuant to Part 284 of the Regulations of the Commission.

1.2 Services provided hereunder are subject to and governed by the General Terms and Conditions of Sea Robin's effective Tariff, as may be revised from time to time, on file with the Commission. The Tariff is incorporated herein by reference. In the event of any conflict between this Service Agreement and the Tariff, the Tariff shall govern as to the conflict.

1.3 Sea Robin makes no representation, assurance or warranty that capacity will be available on Sea Robin's Pipeline System at any time. Sea Robin shall have the right to interrupt service under this Service Agreement consistent with the terms of the Tariff.

1.4 Subject to the terms and provisions of this Service Agreement, the parties agree that to the extent Sea Robin is able to confirm and schedule the nominations made by Pooler hereunder, the

quantities of gas nominated by Pooler for delivery to the Pool from various Service Agreements or Tier I Pooling Service Agreements shall be deemed to have been received by the Pooler into the Pool.

1.5 Pooler recognizes and agrees that it is Pooler's responsibility to ensure that volumes delivered into a pool during a Day equal volumes delivered out of a pool. Sea Robin reserves the right to cancel this Service Agreement to the extent Pooler repeatedly fails to balance its receipts and deliveries on a daily basis. To the extent the quantities of gas actually delivered and allocated at the Point(s) of Delivery from the pool each day are less than or greater than the daily quantities nominated by Pooler to the Point(s) of Delivery, such variance shall constitute an imbalance under the terms of this Service Agreement.

1.6 Any Imbalances accrued under this Service Agreement shall be resolved pursuant to the provisions of Section 6 of the General Terms and Conditions of Sea Robin's Tariff.

1.7 This Service Agreement shall be subject to all operating conditions on Sea Robin's Pipeline System as such conditions may vary from time to time.

1.8 Unless otherwise changed by Sea Robin as provided in Section 6.4 herein, no rate will be charged for service under this Service Agreement. All transportation and related charges for gas delivered into the Pool shall be applied to the applicable FTS, FTS-2 and ITS Service Agreements delivering gas to the Pool. The provisions of Section 5 of the General Terms and Conditions shall apply to this Service Agreement.

## ARTICLE II NOMINATIONS

2.1 Pooler shall nominate gas for delivery into its Pool and delivery out of its Pool pursuant to the procedures of Section 4 of the General Terms and Conditions of Sea Robin's Tariff. Pooler's nominations shall be used to confirm nominations for deliveries to the Pool under Service Agreements.

2.2 Pooler shall provide to Sea Robin on its nomination the names of Shippers nominating gas for delivery into the Pool, the contract numbers under which the gas is being transported into the Pool, the quantities of gas nominated by each Shipper, a Point of Delivery ranking for such quantities as described below in Section 2.3, and any such other information as Sea Robin may deem necessary to render this pooling service hereunder.

2.3 Pooler shall provide a predetermined ranking of all of the Point(s) of Delivery and/or third party Tier I Pools and associated volumes served by the Pool to be used by Sea Robin to limit the deliveries by such Pool in the event of an interruption or reduction in Pooler's supplies or a capacity constraint at any of Sea Robin's Point(s) of Delivery.

2.4 If Pooler has requested a Tier I Pool, as set forth in Section 5 of the General Terms and Conditions, Pooler may only nominate gas for receipt into such Pool from Point of Receipt sources under transportation Service Agreements, but Pooler may nominate gas for delivery into another Pooler's Tier II Pool. If Pooler has requested a Tier II Pool, as set forth in Section 5 of the General Terms and

Conditions, Pooler may nominate gas for receipt into such Pool from transportation Service Agreements and other Poolers' Tier I Pools, but Pooler may nominate gas for delivery therefrom only into Point(s) of Delivery on Sea Robin's Pipeline System.

If a Tier II Pooler wishes to nominate to receive gas from a third-party Pooler's Tier I Pool, Sea Robin will allow such a nomination provided that the third-party Pooler submits a corresponding nomination to deliver gas to Pooler from its Tier I Pool. If a Tier I Pooler wishes to nominate to deliver gas to a third-party Pooler's Tier II Pool, Sea Robin will allow such nomination provided that the third-party Pooler submits a corresponding nomination to receive gas from Pooler under its Tier II Pool.

2.5 In the event there is a capacity constraint at a Point of Delivery, Pooler's nominations at such constrained Point of Delivery shall be scheduled consistent with other scheduled services according to the priority of service for the underlying Service Agreements at said point. Any nomination by a Pooler where a Shipper has designated its primary Point of Delivery to the Pool shall be scheduled on a firm basis pro rata with other such Primary Point of Delivery nominations under an FTS and/or FTS-2 Service Agreement.

2.6 Pooler shall exercise due diligence in monitoring the supplies serving its Pool hereunder and shall use its best efforts to notify Sea Robin promptly of any known variations in its supplies.

2.7 Pooler warrants and represents that by execution of this Service Agreement hereunder, Pooler has the authority to nominate deliveries of the gas supplies designated by Pooler into and out of the Pool. Pooler agrees to indemnify, release and hold Sea Robin harmless for any claims, costs, damages, expenses (including attorneys' fees and court costs), demands or causes of action caused by Sea Robin's allocation of gas to the Pool under this Service Agreement for which Pooler did not have the authority or title to nominate.

### ARTICLE III CREDITWORTHINESS

3.1 If at any time Pooler is or becomes insolvent or fails to demonstrate creditworthiness, Pooler must provide Sea Robin one of the following forms of credit to enter into or maintain in effect this Service Agreement: (a) a security deposit or other good and sufficient surety, as determined by Sea Robin in its reasonable discretion, in an amount equal to the current Index Price under Section 6 of the General Terms and Conditions multiplied by the average of Pooler's maximum nominated quantity for a three (3) month period multiplied by five percent (5%); or (b) a guaranty from a creditworthy party that said creditworthy party will be responsible for payment of all charges or penalties assessed by Sea Robin but not paid by Pooler hereunder.

### ARTICLE IV NOTICES

4.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be by written communication sent to the following

address or to such other physical or electronic address as either party shall designate by written or electronic communication.

Sea Robin:

Notices and General  
Correspondence

Sea Robin Pipeline Company, LLC  
Attention: Customer Services  
P. O. Box 4967  
Houston, Texas 77210-4967  
Telephone: (713)627-4272 or  
1-800-275-7375  
Facsimile: (713)989-1178

Dispatching Notices-  
Nominations/Confirmations

Sea Robin Pipeline Company, LLC  
Attn: Marketing Operations  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) ~~962-9862989-7799~~  
Fax: (713) 286-5402

Emergencies (Not to be used  
for any other purpose)

Sea Robin Pipeline Company, LLC  
Attn: Gas Control  
P. O. Box 4967  
Houston, Texas 77210-4967  
Phone: (713) 627-5621  
Toll Free: 1-800-225-3913

Pooler:

Billing:

Nomination and  
Scheduling: (1)

Emergency:

All Other:

(1) Please provide street address in addition to mailing address.

ARTICLE V  
TERM

5.1 Subject to the provisions hereof, this Service Agreement shall become effective as of the date first written above, and shall remain in full force and effect for a primary term set forth on Exhibit A hereto and shall continue and remain in force and effect for successive evergreen terms as specified on Exhibit A hereto unless and until canceled by either party giving written notice to the other party prior to the end of the primary term or any extension thereof pursuant to the timeframe set forth on Exhibit A. The provisions for correcting imbalances or paying charges which accrue prior to the termination date of this Service Agreement shall survive the termination of this Service Agreement.

ARTICLE VI  
CONDITIONS OF SERVICE

6.1 This Service Agreement is subject to all present and future valid laws and orders, rules, and regulations of any regulatory body having or asserting jurisdiction herein. After the execution of this Service Agreement, each party shall make and diligently prosecute all necessary filings with federal or other governmental bodies, or both, as may be required for the initiation and continuation of the service which is the subject of this Service Agreement. Pooler shall reimburse Sea Robin for any applicable filing fees. In the event all necessary regulatory approvals are not issued on terms and conditions acceptable to Sea Robin and Pooler, either party may terminate this Service Agreement without further liability or obligation to the other party by giving written notice within thirty (30) Days after receipt of the unacceptable authorization. Such notice will be effective as of the date it is delivered to the U.S. mail for delivery by certified mail, return receipt requested.

6.2 This Service Agreement is entered into by the parties hereto with the understanding that the terms and provisions hereof and any services provided hereunder are subject to the provisions of the Natural Gas Act and Part 284 of the Federal Energy Regulatory Commission's Regulations. Upon termination of this Service Agreement, Sea Robin and Pooler shall be relieved of further obligation to the other party except to complete the activities underway on the date of termination, to comply with the provisions of Section 6 of the General Terms and Conditions with respect to any imbalance accrued prior to the termination of this Service Agreement, to render reports and to make any payments accruing as of the date of termination.

6.3 This Service Agreement is subject to the provisions of the General Terms and Conditions contained in Sea Robin's FERC Gas Tariff and any future modifications, additions or deletions thereto.

6.4 Pooler agrees that Sea Robin shall, in its sole discretion without any further agreement by Pooler, have the unilateral right to file with the appropriate regulatory authority to change from time to time all or any part of this Service Agreement, as well as all or any part of Sea Robin's Rate Schedules, Service Agreements or the General Terms and Conditions applicable hereto, including the right to design and implement charges or alter charges to recover any and all costs associated with providing service under this Service Agreement. Nothing contained herein shall prejudice the rights of Pooler to protest or contest any changes made pursuant to this Section 6.4.

6.5 The parties hereto agree that neither party shall be liable to the other party for any special, punitive, indirect, or consequential damages (including, without limitation, loss of profits or business interruptions) arising out of or in any manner related to this Service Agreement.

6.6 It is recognized and understood by the parties that the Pool created hereunder is not a physical point on Sea Robin's Pipeline System. Nothing contained herein shall obligate Sea Robin to construct or install facilities to implement service hereunder.

ARTICLE VII  
MISCELLANEOUS

7.1 No waiver by Sea Robin or Pooler of any default of either party under this Service Agreement shall operate as a waiver of any subsequent default whether of a like or different character.

7.2 The laws of the State of Texas (excluding choice of law provisions) shall govern the validity, construction, interpretation and effect of this Service Agreement.

7.3 No modification of, or supplement to, the terms and provisions hereof shall become effective except by execution of a supplementary written agreement between the parties.

7.4 This Service Agreement shall bind and benefit the successors and assigns of the respective parties hereto. Neither party may assign this Service Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may assign or pledge this Service Agreement under the provisions of any mortgage, deed of trust, indenture or similar instrument.

7.5 {If Applicable} This Service Agreement supersedes and cancels the Service Agreement # \_\_\_\_\_ dated \_\_\_\_\_ between the parties hereto.

Contract No. \_\_\_\_\_

IN WITNESS WHEREOF, this Service Agreement has been executed as of the date first written above by each party's respective duly authorized officers.

POOLER: \_\_\_\_\_

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

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

\_\_\_\_\_  
(Please type or print name)

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

Executed: \_\_\_\_\_, \_\_\_\_\_  
(Date)

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A

Pooling Service Agreement

Between

SEA ROBIN PIPELINE COMPANY, LLC

and \_\_\_\_\_

Contract No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

Supersedes Exhibit A dated: \_\_\_\_\_

Service Area: \_\_\_\_\_

Primary Term Start and End Dates: \_\_\_\_\_

Evergreen Period: \_\_\_\_\_ Term Notice: \_\_\_\_\_

SHIPPER: \_\_\_\_\_

SEA ROBIN PIPELINE COMPANY, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

\_\_\_\_\_  
(Please type or print name)

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

Title \_\_\_\_\_

Executed: \_\_\_\_\_

Executed: \_\_\_\_\_