

FORMS OF SERVICE AGREEMENT

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 - 1.2 Rate Schedules FTS, ITS and HAT, Exhibit B
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2. Rate Schedule PALS
 - 2.1 Rate Schedule PALS, PALS Request Order Form
3. Capacity Release
 - 3.1 Capacity Release, Appendix A
4. Pooling Agreement

FORMS OF SERVICE AGREEMENT

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 - 1.3 Rate Schedules FTS and ITS, Exhibit C
2. Rate Schedule PALS
 - 2.1 Rate Schedule PALS, PALS Request Order Form
3. Capacity Release
 - 3.1 Capacity Release, Appendix A
4. Pooling Agreement

[FOR RATE SCHEDULES FTS AND ITS]

Contract No.

FAYETTEVILLE EXPRESS PIPELINE LLC (FEP)
TRANSPORTATION RATE SCHEDULE
AGREEMENT DATED
UNDER SUBPART OF PART 284
OF THE FERC'S REGULATIONS

1. SHIPPER is:, a

2. MDQ: Dth per Day.

3. TERM: through
[Specify contractual rollover-rights or seasonal or other variable term rights, if any]

4. Service will be ON BEHALF OF:

..... Shipper or
..... Other:, a

5. This Agreement supersedes and cancels a Agreement dated
..... Capacity Rights for this Permanent Release Agreement were released from
..... [for firm service only]. Service and reservation charges commence the later of:

- (a), and
- (b) the date capacity to provide the service hereunder is available on FEP's System.

..... Other:

6. SHIPPER'S ADDRESS FEP'S ADDRESS

.....
.....
.....

7. Any or all of the following provisions may be included (where applicable) in the FTS or ITS Agreement and/or in any related Negotiated Rate, Negotiated Rate Formula or discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by FEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time.

b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by FEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's FERC Gas Tariff as may be revised from time to time.

c. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall FEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in FEP's FERC Gas Tariff, as approved by the FERC from time to time.

d. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall FEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time.

e. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.

f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.

g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to FEP without the prior express written consent of FEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of FEP. The Agreement may be assigned by FEP to a wholly or partially owned affiliate, special purpose joint venture, partnership.

i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.

j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of FEP's FERC Gas Tariff.

l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF

m. Entire Agreement. This Agreement contains the entire agreement between FEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Agreement and is incorporated herein. The attached Exhibits A and B (for firm service only), and C (if applicable), are a part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.

Agreed to by:

FEP

SHIPPER

/s/:
NAME:
TITLE:

/s/:
NAME:
TITLE:

EXHIBIT A
DATED

Company:

Contract No.:

Receipt Point(s):
[FTS Only]

Name / Location -----	County Area -----	State ----	Point No. -----	MDQ (Dth) -----
PRIMARY RECEIPT POINT(S):				
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.....				
.....				
.....				

SECONDARY RECEIPT POINT(S):				
.....
.....				
.....				
.....				

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in FEP's Catalog of Points.

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas
Reimbursement Percentages (%)

Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.

EXHIBIT B
DATED

Company:

Contract No.:

Delivery Point(s):
[FTS Only]

Name / Location	County Area	State	Point No.	MDQ (Dth)
-----	-----	-----	-----	-----
PRIMARY DELIVERY POINT(S):				
1.
			
			
			

SECONDARY DELIVERY POINT(S):

2.
			
			
			

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by FEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of FEP's General Terms and Conditions.

EXHIBIT C
DATED

FAYETTEVILLE EXPRESS PIPELINE
NEGOTIATED RATE AGREEMENT

RATE SCHEDULES FTS, ITS AND HAT
FORM OF SERVICE AGREEMENT

[FOR RATE SCHEDULES FTS, ITS AND HAT]

Contract No.

FAYETTEVILLE EXPRESS PIPELINE LLC (FEP)
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6.	SHIPPER'S ADDRESS	FEP'S ADDRESS

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 - b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates shall apply to service provided by FEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's FERC Gas Tariff as may be revised from time to time.
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 - f. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.

g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to FEP without the prior express written consent of FEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of FEP. The Agreement may be assigned by FEP to a wholly or partially owned affiliate, special purpose joint venture, partnership.

i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.

j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

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TITLE:

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Agreed to by:

FEP

SHIPPER

/s/:
NAME:
TITLE:

/s/:
NAME:
TITLE:

EXHIBIT A
DATED

Company:

Contract No.:

Receipt Point(s):
[FTS Only]

Name / Location	County Area	State	Point No.	MDQ (Dth)
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PRIMARY RECEIPT POINT(S):				
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.....				
.....				
.....				

SECONDARY RECEIPT POINT(S):				
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.....				
.....				
.....				

Receipt Pressure, Assumed Atmospheric Pressure

Gas to be delivered to FEP at the Receipt Point(s) shall be in accordance with Section 18.1 of FEP's General Terms and Conditions, but shall not be in excess of the Maximum Allowable Operating Pressure (MAOP) stated for each Receipt Point in FEP's Catalog of Points.

Rates

The rates shall be the applicable maximum rate and other applicable lawful charges except as otherwise provided in a separate written agreement. Such agreement shall be consistent with Section 34 or 30 of this Tariff (relating to discounts and to negotiated rates, respectively).

Fuel Gas, Booster Compression Fuel and Lost and Unaccounted For Gas
Reimbursement Percentages (%)

Shipper will be assessed the applicable reimbursement percentages for Fuel Gas, Booster Compression Fuel, and for Lost and Unaccounted For Gas.

EXHIBIT B
DATED

Company:

Contract No.:

Delivery Point(s):
[FTS Only]

Name / Location	County Area	State	Point No.	MDQ (Dth)
-----	-----	-----	-----	-----
PRIMARY DELIVERY POINT(S):				
1.
			
			
			

SECONDARY DELIVERY POINT(S):

2.
			
			
			

Delivery Pressure, Assumed Atmospheric Pressure

Gas to be delivered by FEP to Shipper, or for Shipper's account, at the Delivery Point(s) shall be in accordance with Section 18.2 of FEP's General Terms and Conditions.

EXHIBIT C
DATED

FAYETTEVILLE EXPRESS PIPELINE
NEGOTIATED RATE AGREEMENT

Gas to be delivered to Shipper and Shipper agrees: (a) to receive a quantity of Gas specified in the Request Order ("Borrowed Quantity"), not to exceed the Maximum Daily Quantity, and the Maximum Total Quantity as specified in this Agreement, at the available and agreed upon point(s) and at the agreed upon time on FEP's System; and (b) to return the Borrowed Quantity to FEP at the agreed point(s) and at the agreed upon time. Shipper shall make any necessary arrangements with FEP or third parties to receive Gas from or deliver Gas to FEP at the agreed upon point(s); provided, however, that such arrangements shall be compatible with the operating conditions of FEP's pipeline System and the scheduling and curtailment priorities in the General Terms and Conditions of FEP's FERC Gas Tariff and shall provide for coordinated scheduling with FEP.

12. Service rendered hereunder shall be subject to scheduling and curtailment or interruption in accordance with Rate Schedule PALS and the General Terms and Conditions of FEP's FERC Gas Tariff. In the event FEP is unable to provide the quantities of Rate Schedule PALS service requested by all Shippers under Rate Schedule PALS, then FEP shall allocate the available service among such Shippers in accordance with Rate Schedule PALS.

13. FEP shall render Park and Loan services to Shipper at the Point(s) agreed to by FEP and Shipper.

14. Any or all of the following provisions may be included (where applicable) in the PALS Agreement and/or in any related Negotiated Rate, or discount contracts, if any:

a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by FEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time.

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SHIPPER

/s/:
NAME:
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a. (DISCOUNTED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Notwithstanding any other provision of this Agreement, in no event shall a discounted rate billed by FEP be less than the applicable minimum rate or more than the applicable maximum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time.

b. (NEGOTIATED RATE AGREEMENTS ONLY) Applicable Maximum and Minimum Tariff Rates. Unless otherwise expressly provided in this Agreement, the Negotiated Rates or rates under a Negotiated Rate Formula shall apply to service provided by FEP to Shipper for the term of the Agreement notwithstanding any otherwise applicable maximum or minimum rates set forth in FEP's FERC Gas Tariff as may be revised from time to time.

c. Notifications. Except as otherwise may be expressly provided herein, any notice or communication contemplated or required by this Agreement shall be in writing unless oral notification is expressly authorized herein, and shall be sent to the appropriate party at the relevant address set forth in the Transportation Agreement, as may be revised from time to time.

d. (DISCOUNTED RATE AGREEMENTS ONLY) Refunds. In no event shall FEP be required to refund to Shipper any amounts collected for service to which the discounted rate(s) apply, unless the relevant discounted rate billed to Shipper exceeds the corresponding applicable effective maximum rates set forth in FEP's FERC Gas Tariff, as approved by the FERC from time to time.

e. (NEGOTIATED RATE AGREEMENTS ONLY) Refunds. In no event shall FEP be required to refund to Shipper any amounts collected for service to which the Negotiated Rates or rates under a Negotiated Rate Formula apply, notwithstanding any otherwise applicable maximum or minimum rate set forth in FEP's FERC Gas Tariff, as may be revised from time to time.

f. (NEGOTIATED RATE AGREEMENTS ONLY) Shipper and FEP understand and agree that this Agreement shall be subject to any and all applicable conditions precedent under FEP's FERC Gas Tariff and the regulations and policies of the FERC, including without limitation any requirements for FEP to file for and receive FERC approval of the Negotiated Rates.

g. Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either FEP or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed a waiver of any other breach or default.

h. Succession and Assignment. In the event any entity succeeds by purchase, merger or consolidation of title to the properties, substantially as an entirety, of Shipper, such entity shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under the Agreement. No other assignment of the Agreement nor of any of the individual rights or obligations hereunder by Shipper shall be effective as to FEP without the prior express written consent of FEP, provided, however, that the Agreement may be assigned by Shipper to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership, without prior written consent of FEP. The Agreement may be assigned by FEP to a wholly or partially owned affiliate, special purpose joint venture, partnership, or other affiliated entity, including a parent company or partnership.

i. No Third Party Beneficiaries. This Agreement shall not create any rights in any third parties, and no provision of this Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than FEP or Shipper.

j. Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, orders, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission.

k. Effect of Tariff. This Agreement shall at all times be subject to all applicable provisions of FEP's FERC Gas Tariff.

l. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF

m. Entire Agreement. This Agreement contains the entire agreement between FEP and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any

and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by FEP and Shipper which expressly refers to this Agreement.

16. Rate Schedule PALS, as revised from time to time, controls this Agreement and is incorporated herein. The attached is part of this Agreement. THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF, AND NO STATE LAW SHALL APPLY TO REACH A DIFFERENT RESULT. This Agreement states the entire agreement between the parties and no waiver, representation or agreement shall affect this Agreement unless it is in writing. Shipper shall provide the actual end user purchaser name(s) to FEP if FEP must provide them to the FERC.

Agreed to by:

FEP

SHIPPER

/s/:
NAME:
TITLE:

/s/:
NAME:
TITLE:

Request Order RO No.:

PALS REQUEST ORDER FORM
 DATED

Shipper: Type of Service: Park Loan

Initiation Point Name(s):..... MAQ RO:Dth)

Completion Point Name(s):..... Minimum Aggregate Quantity:.....

Term: Start End PALS Agreement #:

Schedule:

Date(s) Service to be Provided
 (May Reflect a Range of Dates)

Daily Quantity (Dth)
 (May Reflect a Range of Volumes)

From	Through	Park or Loan Payback		Loan or Park Delivery	
		Minimum	Maximum	Minimum	Maximum
.....
.....
.....
.....
.....
.....
.....
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.....
.....

Rates: Rates may vary based on quantity, time period, etc., as set out in the Pro Forma Service Agreement

Daily PALS Usage Charge:*

Service will be ON BEHALF OF:

..... Shipper or
 Other:, a

SHIPPER'S CONTACT AND ADDRESS

.....

Phone: Fax:

Other Conditions (if any):

Agreed to by:

FAYETTEVILLE EXPRESS PIPELINE LLC

SHIPPER

/s/:

/s/:.....

NAME:

NAME:

TITLE:

TITLE:

* The rate shall be the applicable maximum rate and other applicable maximum lawful charges except as otherwise provided specified in writing, which agreement must be consistent with Section 34 or 30 of the General Terms and Conditions of this Tariff (relating to Discounting and Negotiated Rates, respectively)

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT
(FOR TEMPORARY CAPACITY RELEASE UNDER
RATE SCHEDULE FTS (CONT))

Date:

Shipper's Name (Replacement Shipper) for Notices and Invoices:

Address for Invoice (If different)

.....
.....
Attn:..... Attn:.....

E-Mail Address:
Contract No.:

Term: This Service Agreement shall become effective on, and shall continue in effect through (and shall terminate on), not to extend beyond the term specified in the underlying FTS Service Agreement between Fayetteville Express Pipeline LLC(Transporter) and the party releasing its capacity (hereinafter referred to as "Releasing Shipper").

Rate: Fayetteville Express Pipeline LLC (Transporter) shall directly bill Shipper the negotiated rate for the released capacity as set forth on Appendix A hereto, plus fuel and any applicable surcharges, (unless otherwise provided on Appendix A). The Shipper shall pay such amounts directly to Transporter in accordance with the requirements of the FTS Rate Schedule.

Liability for Payment: It is expressly understood and agreed by the parties hereto that Releasing Shipper has a vested interest in Shipper's timely payment of amounts billed to Shipper, for credits to Releasing Shipper's account with Transporter. In the event Shipper fails to timely pay an invoice from Transporter hereunder, and Releasing Shipper is billed and pays such amount to Transporter, Releasing Shipper shall be entitled to bring an action under this Service Agreement for reimbursement for such amounts paid to Transporter.

This transportation shall be provided pursuant to Subpart of Part 284 of the Federal Energy Regulatory Commission's regulations.

The contract maximum daily transportation quantities and primary Receipt and Delivery Points are set forth on Appendix A, attached hereto and incorporated herein.

Other:

The Parties agree that facsimile copies, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be binding agreements. To submit a Service Agreement via fax, the entire Service Agreement must be faxed to Transporter's Market Operations at (281) 714-2179. The Service Agreement must also be properly executed. Upon Shipper's request, Transporter will furnish Shipper with a paper copy of the executed Service Agreement.

Any notice, statement, or bill provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth on this Service Agreement and to Transporter when sent to the following:

All Notices/Accounting Matters:

Payments to Designated Depository:

Fayetteville Express Pipeline LLC
.....

Fayetteville Express Pipeline LLC
.....

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This Service Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's FERC Gas Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "GENERAL TERMS AND CONDITIONS" in Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Transportation Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

Fayetteville Express Pipeline LLC

Shipper

By:
Title:
Date:

By:
Title:
Date:

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT
(FOR TEMPORARY CAPACITY RELEASE UNDER
RATE SCHEDULE FTS (CONT'))

APPENDIX A

To

GAS TRANSPORTATION AGREEMENT

Between

Fayetteville Express Pipeline LLC

and

.....

MAXIMUM DAILY TRANSPORTATION QUANTITY (MDQ): Dth

RATE:

Primary Receipt Point 1/

Maximum Daily
Receipt Quantity 2/

Effective from:

Through:

Primary Delivery Point 3/

Maximum Daily
Delivery Quantity 2/

Effective from:

Through:

.....

1/ Shipper agrees to tender, or cause to be tendered, Gas for transportation at the Receipt Point(s) identified above or at secondary points, if applicable, at pressures sufficient to effect delivery into Transporter's facilities, not to exceed the maximum allowable operating pressure; provided however, Transporter shall have no obligation to provide compression and/or alter its System operation to enable Shipper to effectuate said deliveries.

2/ Aggregate may not exceed MDQ as shown above.

3/ Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the Delivery Point(s) identified above or at secondary points, if applicable; provided however, Transporter shall have no obligation to provide compression and/or alter its System operation to effectuate said deliveries.

POOLING AGREEMENT

FORM OF SERVICE AGREEMENT

Contract No.

This Agreement is entered into effective the 1st day of by and between Fayetteville Express Pipeline LLC (Transporter) and (Shipper).

WHEREAS, Transporter owns and operates mainline transmission facilities whereby it transports natural gas in interstate commerce in accordance with its FERC Gas Tariff, as amended from time to time.

WHEREAS, Shipper owns or controls certain natural gas supplies connected to Transporter's facilities at various wellhead, plant, and/or pipeline interconnect Receipt Points; and

WHEREAS, Shipper desires to "pool" its Gas from various physical Receipt Point(s) to a single logical (administrative) point in order to facilitate the delivery of Gas to other shippers and the nomination of Gas by shippers seeking the physical transportation of such Gas from the logical point, in accordance with such shippers' Transportation Service Agreements with Transporter; and

WHEREAS, Transporter desires to establish a logical (administrative) pooling point ("Pooling Point") where Gas supplies within such pooling area may be pooled for administrative purposes.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, Transporter and Shipper (sometimes hereinafter collectively referred to as the "Parties", or individually as a "Party") agree as follows:

1. Pooling Point. Shipper may nominate to Transporter (in accordance with Paragraph 3 of this Agreement) volumes of Gas from various physical Receipt Point(s) for pooling at the Pooling Point by designating such Pooling Point as the Delivery Point.

2. Transfer of Title. Shipper may elect to transfer title to Gas pooled pursuant to this Agreement to another shipper who is a party to a Pooling Agreement or a Transportation Service Agreement with Transporter. This will allow transfers from Shipper to another Shipper to take place at the Pooling Point, and the Pooling Point may be nominated (in accordance with Paragraph 3 hereof) as a Delivery and/or Receipt Point (as appropriate). Shippers purchasing and transporting Gas from the Pooling Point shall transport their pooled Gas by nominating such Pooling Point as a Receipt Point (rather than nominating individual Wellhead or interconnect Receipt Point(s)) for transportation of such Gas in accordance with their Transportation Service Agreements with Transporter.

3. Nomination and Allocation. Transporter's Transportation Service Agreements and Pooling Agreements (including this Agreement) are assigned contract numbers which shall be referenced by Shipper (and other shippers and poolers) for nomination purposes. Nominations shall be made in accordance with the General Terms and Conditions of Transporter's FERC Gas Tariff, as amended from time to time, and must also include identification of all upstream and downstream contract numbers, as applicable. Receipt and delivery priorities must be specified in the nomination of the pool contract.

4. Pooling Charges. There are currently no charges for pooling. In the event Transporter receives FERC approval to collect a charge applicable to pooling, this agreement shall terminate and Transporter and Shipper shall determine whether to enter into a new Pooling Agreement reflecting such charges. Shipper understands that any physical movement of Gas by Transporter from the Pooling Point will be done only under a Transportation Service Agreement.

5. Term. This Agreement shall be effective on the first day of the month and shall continue on a month to month basis until canceled by either Party upon at least thirty (30) days prior written notice.

6. GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF

.....

7. Entire Agreement. This Agreement contains the entire agreement between Transporter and Shipper with respect to the subject matter hereof, and supersedes any and all prior understanding and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Agreement shall be effective unless agreed upon in a written instrument executed by Transporter and Shipper which expressly refers to this Agreement.

8. Other Provisions. The Parties agree that facsimile copies, when properly executed and transmitted, shall be considered for all purposes to be an original contract, and shall be deemed for all purposes to be binding agreements. To submit a Service Agreement via fax, the entire Service Agreement must be faxed to Transporter, Attn: 711 Louisiana Street, Suite 900, Houston, Texas 77002 at (281) 714-2179. The Service Agreement must also be properly executed. Upon Shipper's request, Transporter will furnish Shipper with a paper copy of the executed Service Agreement.

Any notice, statement, or bill provided for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, or if mailed by United States mail, postage prepaid, or if sent by express mail, overnight delivery, telex, telecopy or other mutually agreeable means of electronic transmission, to Shipper when sent to the address set forth below and to Transporter when sent to the following:

All Notices/Accounting Matters:

Shipper's Address:

Fayetteville Express Pipeline LLC
711 Louisiana Street, Suite 900
Houston, Texas 77002
Attn: Market Operations

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.....

This Agreement shall incorporate and in all respects shall be subject to the "General Terms and Conditions" and the applicable Rate Schedule(s) set forth in Transporter's FERC Gas Tariff, as may be revised from time to time. Transporter may file and seek Commission approval under Section 4 of the Natural Gas Act (NGA) at any time and from time to time to change any rates, charges or other provisions set forth in the applicable Rate Schedule(s) and the "General Terms and Conditions" in Transporter's FERC Gas Tariff, and Transporter shall have the right to place such changes in effect in accordance with the NGA, and this Service Agreement shall be deemed to include such changes and any changes which become effective by operation of law and Commission Order, without prejudice to Shipper's right to protest the same.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date indicated below each signature, to be effective on the date first herein above written.

Fayetteville Express Pipeline LLC

Shipper

By:
Title:
Date:

By:
Title:
Date: