

9.0 Service Agreement for Rate Schedule FT

(See attached)

FORM OF SERVICE AGREEMENT  
APPLICABLE TO FIRM TRANSPORTATION SERVICE  
OFFERED BY CAMERON INTERSTATE PIPELINE, LLC  
UNDER RATE SCHEDULE FT

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and will become effective on \_\_\_\_\_ [specified date may be a calendar date or a date linked to the occurrence of a specific event such as the in-service date of another facility, provided that Pipeline shall be provided reasonable advance notice of the occurrence of such event]("Effective Date"), by and between Cameron Interstate Pipeline, LLC, a limited liability company located at 488 8<sup>th</sup> Avenue, San Diego, CA 92101 (herein called "Pipeline") and \_\_\_\_\_, a \_\_\_\_\_ [type of entity]\_\_\_\_\_ located at \_\_\_\_\_ [address]\_\_\_\_\_ (herein called "Shipper"). Pipeline and Shipper shall be referred to individually as a "Party", and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, Pipeline is an interstate pipeline providing service pursuant to its Tariff filed with the Federal Energy Regulatory Commission ("FERC");

[If, applicable, specify other "whereas" clauses that do not affect the substance of the Service Agreement]

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties do covenant and agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

1.1 Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule FT, and of the General Terms and Conditions ("GT&Cs") of Pipeline's Tariff, including without limitation any provisions on the interpretation of Service Agreements, transportation service hereunder will be firm and Pipeline agrees to deliver for Shipper's account quantities of gas up to the following total quantities:

Maximum Daily Transportation Quantity ("MDTQ"): \_\_\_\_\_ Dth; provided, that Pipeline's ability to receive and deliver the entire MDTQ for Shipper's account is subject to Shipper's gas having a minimum heat content of at least 1040 Dth per standard cubic foot, which is the minimum heat content assumed

by Pipeline in the design of its facilities. To the extent that any of Shipper's gas has a heat content of less than that amount, the MDTQ may, to the extent operationally necessary, be reduced accordingly.

- 1.2 Pipeline will receive for Shipper's account for transportation hereunder daily quantities of gas up to Shipper's MDTQ, plus quantities equal to the Fuel Retainage Percentage, at Receipt Points as specified in the attached Exhibit A hereto. Pipeline will transport and deliver for Shipper's account such daily quantities tendered up to such Shipper's MDTQ, but not the Fuel Retainage Percentage quantities, to the Delivery Points as specified in the attached Exhibit B hereto. Exhibits A and B are hereby incorporated as part of this Agreement for all intents and purposes.
- 1.3 On any given Gas Day, Pipeline shall not be obligated to, but may at its sole discretion, receive at Receipt Points quantities of gas in excess of the Maximum Daily Receipt Quantity ("MDRQ"), plus the Fuel Retainage Percentage quantities, or be obligated to receive in the aggregate at all Receipt Points on any Gas Day a quantity of gas in excess of the applicable MDTQ, plus the Fuel Retainage Percentage quantities. On any given Gas Day, Pipeline shall not be obligated to, but may at its sole discretion, deliver at any Delivery Point quantities of gas in excess of the Maximum Daily Delivery Quantity ("MDDQ"), or be obligated to deliver in the aggregate at all Delivery Points on any Gas Day quantities of gas in excess of the applicable MDTQ.
- 1.4 Shipper shall reimburse Pipeline a transaction-specific rate comprised of any filing fees incurred by Pipeline specific to Shipper in seeking governmental authorizations for the initiation of any new service or extension of service under this Agreement or under the Pipeline's Rate Schedule FT. Shipper shall reimburse Pipeline for such fees within ten (10) days of receipt of notice from Pipeline that such fees are due and payable.

## ARTICLE II TERM OF AGREEMENT

- 2.1 This Agreement shall become effective as of the Effective Date and shall continue in effect for a term of \_\_\_ months after service commences ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either Party by written notice (at least 12 months for long term Agreements; mutually agreeable notice for short term Agreements) prior to the end of the Primary Term or any successive term thereafter. Extension and termination of this Agreement shall be governed by the applicable provisions in GT&Cs Sections 8.2, 8.4 and 8.20 (or any successor provisions).

[If the Primary Term is equal to or greater than 20 years, Shipper may elect, in lieu of the foregoing paragraph, to the following provision relating to the term of the Agreement (and such provision shall replace the preceding paragraph in its

entirety with the remaining paragraphs of this Section 2.1).]

This Agreement shall become effective as of the Effective Date and shall continue in effect for a term of \_\_\_\_ months thereafter ("Primary Term"); provided, that Shipper may upon written notice delivered to Pipeline no later than six calendar months after the Effective Date elect to extend the Primary Term by up to six calendar months. At the expiration of the Primary Term (as it may be extended pursuant to the preceding sentence), Shipper shall have the right, but not the obligation:

- (a) to extend the term of this Agreement for a period of five years beyond the Primary Term, subject to an election one year in advance of the end of the Primary Term;
- (b) if Shipper exercises its right to extend this Agreement pursuant to subparagraph (a) of this Section 2.1, to extend the term of this Agreement for an additional period of five years, subject to an election one year in advance of the end of the first five-year extension period; and
- (c) to extend the term of this Agreement as reasonably requested past any extension under subparagraphs (a) and (b) above to allow for delivery of make-up cargoes of liquefied natural gas, subject to an election one year in advance of the then-existing term. If Shipper exercises each of the extension options set forth above in subparagraphs (a) and (b), Shipper shall have the right exercisable no later than one year in advance of the end of the then-existing term to elect to pay, in lieu of the rate payable by Shipper during the Primary Term, the maximum applicable recourse rate for firm service. If Shipper makes such an election, Shipper shall have the same rights as other recourse rate shippers under the General Terms and Conditions then in effect.

Following the last extension requested by Shipper, as provided above, the service hereunder shall continue on a year-to-year basis unless terminated by either Party by written notice at least 12 months prior to the end of any successive one-year extension. In the event Pipeline provides such 12 month notice of termination, Shipper shall have a contractual right of first refusal (ROFR) to be exercised in accordance with the procedures established by Section 8.4 of the General Terms and Conditions; provided, that notwithstanding the provisions hereof, Shippers period for notifying Pipeline of Shippers desire to exercise its ROFR shall be 11 months.

- 2.2 Any portions of this Agreement necessary to correct or cash-out imbalances or to make payment under this Agreement as required by the GT&Cs, or to make payment of refunds as required by FERC, will survive the other parts of this Agreement until such time as such balancing or payment has been completed.

ARTICLE III  
RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 For the entire period when this Agreement is in effect, this Agreement will be subject to all provisions of Rate Schedule FT and the GT&Cs of Pipeline's Tariff on file with FERC, as such may be revised or superseded from time to time, all of which are by this reference made a part of this Agreement. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Agreement.
- 3.2 Shipper agrees to and will pay Pipeline all Reservation, Usage and other charges and fees provided for in Rate Schedule FT, as effective from time to time, for service under this Agreement unless otherwise agreed to by the Parties in a discounted or negotiated rate arrangement set forth in Exhibit C hereto which shall be incorporated as part of this Agreement for all intents and purposes.
- 3.3 If applicable, Pipeline warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of FERC's Regulations and qualifies for service under Rate Schedule FT, as applicable; provided, however, that this warranty does not extend to actions taken that are not within the control of Pipeline. A certification from the Shipper on whose behalf Pipeline will render the transportation services hereunder is set forth in Exhibit D hereto. Exhibit D is hereby incorporated as part of this Agreement for all intents and purposes. Shipper further agrees to abide by the terms of Rate Schedule FT, as applicable. Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the Effective Date, and that it has or will advise the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity or pressure limitations for each point as specified on Exhibit A attached hereto.
- 3.4 Shipper agrees that Pipeline shall have the unilateral right to file with FERC to propose changes to the provisions in its GT&Cs or Rate Schedules, except that Pipeline shall not file with FERC to limit its responsibility to provide Reservation charge credits, as provided in GT&C Section 8.10.9, and shall not file with FERC to limit Shipper's ability to terminate this agreement under the conditions specified in GT&C Section 8.10. Shipper retains its rights under Section 5 of the NGA.

ARTICLE IV  
QUALITY

- 4.1 All natural gas tendered to Pipeline for Shipper's account shall conform to the quality specifications set forth in GT&Cs Section 8.14 (or any successor thereto). In the event that Shipper is unable to meet such gas quality requirements, Pipeline and Shipper shall promptly meet to discuss possible solutions to allow Pipeline's receipt and delivery of Shipper's gas and shall use commercially reasonable efforts to implement any agreed solution or remedy, whether upstream or

downstream of Shipper's applicable receipt point. Nothing in this Article IV shall in and of itself be construed as negating or modifying in any way Shipper's obligations to meet the gas quality requirements set forth in Pipeline's tariff.

ARTICLE V  
NOTICES

- 5.1 Except as provided in this Section 5.1, notices hereunder shall be given pursuant to the provisions of GT&Cs Sections 8.29 and 8.36 (or any successor thereto) on Pipeline's Internet Web Site; provided however, that in the event the Pipeline's Internet Web Site is not operational, notice in the form herein described shall be given to a party via facsimile or electronic mail.

PIPELINE

Notices and General Correspondence

Cameron Interstate Pipeline, LLC  
488 8<sup>th</sup> Avenue  
San Diego, California 92101  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Alternative Contact: \_\_\_\_\_

Alternative Contact: \_\_\_\_\_

Payments

Cameron Interstate Pipeline, LLC  
488 8<sup>th</sup> Avenue

San Diego, California 92101

SHIPPER:

Notices and Request

Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

- 5.2 Pipeline and/or Shipper may designate alternative contact information by submitting formal written notice to the other party.

#### ARTICLE VI ASSIGNMENTS

- 6.1 Either Shipper or Pipeline may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument, which it has executed or may execute hereafter, without relieving itself of its obligations under this Agreement. Furthermore, each of Shipper and Pipeline hereby agree to timely execute and deliver such consents to assignment and certificates as are reasonably requested by the assigning Party or its lenders in connection with any such assignment, in each case on terms and conditions reasonably satisfactory to such Party. In addition, Shipper may release its rights to capacity pursuant to GT&Cs Section 8.11 (or any successor provisions).

#### ARTICLE VII NONRECOURSE OBLIGATION OF PIPELINE'S PARENTS AND OTHER AFFILIATES

- 7.1 The Parties agree that notwithstanding any other provision hereof 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), whether in contract or in tort, arising out of or in any manner related to this Agreement, even if a Party has been advised of the possibility of such damages.

ARTICLE VIII  
LAW OF CONTRACT

- 8.1 The Parties agree that the interpretation and performance of this Agreement must be in accordance with the laws of the State of \_\_\_\_\_ without recourse to any law or principle governing conflict of laws.
- 8.2 This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, decisions and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX  
CANCELLATION OF PRIOR CONTRACT(S)

- 9.1 This Agreement supersedes and cancels, as of the Effective Date of this Agreement, the following prior contract(s) between the Parties regarding firm transportation service.

ARTICLE X  
MISCELLANEOUS

- 10.1 No waiver by Pipeline or Shipper of any default of either Party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character. To be effective, any waiver shall be in writing and signed by the Party against whom it is to be enforced. Waivers of this Agreement by Pipeline are subject to the applicable provisions of Pipeline's Tariff and the regulations, policies, and orders of the FERC.
- 10.2 Subject to Sections 3.1 and 3.4 of this Agreement, no modification of or supplement to the terms and provisions of this Agreement shall become effective except by execution of a separate written agreement between the Parties, and in no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries on the Effective Date.

Cameron Interstate Pipeline, LLC

By \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

[SHIPPER]

By \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

EXHIBIT A

TO SERVICE AGREEMENT UNDER RATE SCHEDULE FT  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")

DATED \_\_\_\_\_

FIRM RECEIPT POINTS:

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RECEIPT POINT

MDRQ (Dth) (plus  
applicable fuel retainage  
quantities)

RECEIPT PRESSURE  
LIMITATIONS

Signed for Identification

Pipeline: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit A Dated \_\_\_\_\_

EXHIBIT B

TO SERVICE AGREEMENT UNDER RATE SCHEDULE FT  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")

DATED \_\_\_\_\_

FIRM DELIVERY POINTS:

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DELIVERY POINT

MDDQ

DELIVERY PRESSURE  
LIMITATIONS

Signed for Identification

Pipeline: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit B Dated \_\_\_\_\_

EXHIBIT C

TO SERVICE AGREEMENT UNDER RATE SCHEDULE FT  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")

DATED \_\_\_\_\_

RATE: \_\_\_\_\_ [specify rate and select one of the following]

\_\_\_ DISCOUNTED RATE

[Specify terms of discounted rate subject to the provisions of Section 8.28 of the  
GT&Cs of Pipeline's Tariff]

\_\_\_ NEGOTIATED RATE:

[Specify terms of negotiated rate subject to the provisions of Section 8.27 of the  
GT&Cs of Pipeline's Tariff]

\_\_\_ [indicate if applicable] Pipeline and Shipper waive any rights to seek either  
an increase, a decrease, or any other adjustment to the negotiated rate specified  
herein, unless mutually agreed otherwise as specified above.

CREDIT REQUIREMENTS

Shipper shall be deemed creditworthy if Shipper's long term unsecured debt is a rating of  
at least "BBB-" by Standard & Poor's Ratings Service ("S&P") or at least "Baa3" by  
Moody's Investors Service, Inc. ("Moody's"). If Shipper is not rated, Shipper may at its  
own expense obtain a private rating from S&P, Moody's, or a mutually acceptable  
independent party.

Signed for Identification

Pipeline: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit C Dated \_\_\_\_\_

EXHIBIT D

TO

TO SERVICE AGREEMENT UNDER RATE SCHEDULE FT  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")

DATED \_\_\_\_\_

Shipper Certification:

Shipper Name: \_\_\_\_\_

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

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

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

## 10.0 Service Agreement for Rate Schedule IT

### FORM OF SERVICE AGREEMENT FOR RATE SCHEDULE IT

#### SERVICE AGREEMENT

This Service Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ [specified date may be a calendar date or a date linked to the occurrence of a specific event such as the in-service date of another facility, provided that Pipeline shall be provided reasonable advance notice of the occurrence of such event] ("Effective Date"), by and between Cameron Interstate Pipeline, LLC, a limited liability company located at 488 8<sup>th</sup> Avenue, San Diego CA 92101 (herein called "Pipeline") and \_\_\_\_\_, a [type of entity] located at \_\_\_\_\_ [address] \_\_\_\_\_ (herein called "Shipper,"). Pipeline and Shipper shall be referred to individually as a "Party", and collectively as the "Parties".

#### W I T N E S S E T H:

WHEREAS, Pipeline is an interstate pipeline providing service pursuant to its Tariff filed with the Federal Energy Regulatory Commission ("FERC").

[If, applicable, specify other "whereas" clauses that do not affect the substance of the Service Agreement]

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties do covenant and agree as follows:

#### ARTICLE I SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule IT, and of the GT&Cs of Pipeline's Tariff, including, without limitation, any provisions on the interpretation of Service Agreements, Pipeline will provide to Shipper interruptible gas transportation service, and agrees to deliver for Shipper's account quantities of gas up to the following total quantities: Maximum Daily Transportation Quantity ("MDTQ"): \_\_\_\_\_ Dth; provided, that Pipeline's ability to receive and deliver gas for Shipper's account is subject to Shipper's gas having a minimum heat content of at least 1040 Dth per standard cubic foot, which is the minimum heat content assumed by Pipeline in the design of its facilities. To the extent that any of Shipper's gas has a heat content of less than that amount, the volumes of gas transported by Pipeline on behalf of

Shipper under this Agreement may, to the extent operationally necessary, be reduced accordingly.

- 1.2 Pipeline will receive for Shipper's account for transportation hereunder daily quantities of gas up to Shipper's MDTQ, plus quantities equal to the Fuel Retainage Percentage, at Receipt Points nominated by Shipper on Pipeline's system pursuant to Section 6.4 of Rate Schedule IT. Pipeline will transport and deliver for Shipper's account such daily quantities tendered up to such Shipper's MDTQ, but not the Fuel Retainage Percentage quantities, to Delivery Points nominated by Shipper on Pipeline's system pursuant to Section 6.4 of Rate Schedule IT.
- 1.3 Service under this Agreement is subject to interruption pursuant to the terms of Rate Schedule IT and the GT&Cs of Pipeline's Tariff.
- 1.4 Shipper shall reimburse Pipeline a transaction-specific rate comprised of any filing fees incurred by Pipeline specific to Shipper in seeking governmental authorizations for the initiation of any new service or extension of service under this Agreement or under the Pipeline's Rate Schedule IT. Shipper shall reimburse Pipeline for such fees within ten (10) days of receipt of notice from Pipeline that such fees are due and payable.

## ARTICLE II TERM OF AGREEMENT

- 2.1 This Agreement shall become effective as of the Effective Date and shall continue in effect for a term of \_\_\_ months after service commences ("Primary Term") and shall remain in force from year to year thereafter unless terminated by either Party by written notice at least 12 months for long term Agreements; mutually agreeable notice for short term Agreements prior to the end of the Primary Term or any successive term thereafter. Extension and termination of this Agreement shall be governed by the applicable provisions in GT&Cs Sections 8.2, 8.4 and 8.20 (or any successor provisions).
- 2.2 Shipper agrees that Pipeline may terminate this Agreement at any time by written notice, subject to the GT&Cs.
- 2.3 Any portions of this Agreement necessary to correct or cash-out imbalances or to make payment under this Service Agreement as required by the GT&Cs, or make payment of refunds as required by FERC, will survive the other parts of this Service Agreement until such time as such balancing or payment has been completed.

## ARTICLE III RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 For the entire period when this Agreement is in effect, this Agreement will be subject to all provisions of Rate Schedule IT and the GT&Cs of Pipeline's Tariff on file with FERC, as such may be revised or superseded from time to time, all of which are by this reference made a part of this Agreement. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Agreement.
- 3.2 Shipper agrees to and will pay Pipeline all Usage and other charges and fees provided for in Rate Schedule IT, as effective from time to time, for service under this Agreement unless otherwise agreed to by the Parties in a discounted or negotiated rate arrangement set forth in Exhibit A hereto which shall be incorporated as a part of this Agreement for all intents and purposes.
- 3.2 If applicable, Pipeline warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of FERC's Regulations and qualifies for service under Rate Schedule IT, as applicable; provided, however, that this warranty does not extend to actions taken that are not within the control of Pipeline. A certification from the Shipper on whose behalf Pipeline will render the transportation services hereunder is set forth in Exhibit B hereto. Exhibit B is hereby incorporated as part of this Agreement for all intents and purposes. Shipper further agrees to abide by the terms of Rate Schedule IT, as applicable. Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the Effective Date, and that it has or will advise the upstream and downstream transporters of the receipt and delivery points under this Agreement and any pressure limitations imposed by Pipeline on its system.
- 3.3 Shipper agrees that Pipeline shall have the unilateral right to file with FERC to propose changes to the provisions in its GT&Cs or Rate Schedules. Shipper retains its rights under Section 5 of the NGA.

#### ARTICLE IV QUALITY

- 4.1 All natural gas tendered to Pipeline for Shipper's account shall conform to the quality specifications set forth in GT&Cs Section 8.14 (or any successor thereto). In the event that Shipper is unable to meet such gas quality requirements, Pipeline and Shipper shall promptly meet to discuss possible solutions to allow Pipeline's receipt and delivery of Shipper's gas and shall use commercially reasonable efforts to implement any agreed solution or remedy, whether upstream or downstream of Shipper's applicable receipt point. Nothing in this Article IV shall in and of itself be construed as negating or modifying in any way Shipper's obligations to meet the gas quality requirements set forth in Pipeline's tariff.

#### ARTICLE V NOTICES

- 5.1 Except as provided in this Section 5.1, notices hereunder shall be given pursuant to the provisions of GT&Cs Sections 29 and 36 (or any successor thereto) on Pipeline's Internet Web Site; provided however, that in the event the Pipeline's Internet Web Site is not operational, notice in the form herein described shall be given to a party via facsimile or electronic mail.

PIPELINE:

Notices and General Correspondence

Cameron Interstate Pipeline, LLC  
488 8<sup>th</sup> Avenue  
San Diego, California 92101  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Alternative Contact: \_\_\_\_\_

Alternative Contact: \_\_\_\_\_

Payments

Cameron Interstate Pipeline, LLC  
488 8<sup>th</sup> Avenue  
San Diego, California 92101

SHIPPER:

Notices and Request

Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

#### Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

#### Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

- 5.2 Pipeline and/or Shipper may designate alternative contact information by submitting formal written notice to the other party.

### ARTICLE VI ASSIGNMENTS

- 6.1 Either Shipper or Pipeline may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument, which it has executed or may execute hereafter, without relieving itself of its obligations under this Agreement. Furthermore, each of Shipper and Pipeline hereby agrees to timely execute and deliver such consents to assignment and certificates as are reasonably requested by the assigning Party or its lenders in connection with any such assignment in each case on terms and conditions reasonably satisfactory to such Party.

### ARTICLE VII NONRECOURSE OBLIGATION OF PIPELINE'S PARENT AND OTHER AFFILIATES

- 7.1 The Parties agree that notwithstanding any other provision hereof 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), whether in contract or in tort, arising out of or in any manner related to this Agreement, even if a Party has been advised of the possibility of such damages.

ARTICLE VIII  
LAW OF CONTRACT

- 8.1 The Parties agree that the interpretation and performance of this Agreement must be in accordance with the laws of the State of \_\_\_\_\_ without recourse to any law or principle governing conflict of laws.
- 8.2 This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, decisions and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX  
CANCELLATION OF PRIOR CONTRACT(S)

- 9.1 This Agreement supersedes and cancels, as of the Effective Date of this Service Agreement, any prior contract(s) between the Parties regarding interruptible transportation service: \_\_\_\_\_.

MISCELLANEOUS

- 10.1 No waiver by Pipeline or Shipper of any default of either Party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character. To be effective, any waiver shall be in writing and signed by the Party against whom it is to be enforced. Waivers of this Agreement by Pipeline are subject to the applicable provisions of Pipeline's Tariff and the regulations, policies, and orders of the FERC.
- 10.2 Subject to Sections 3.1 and 3.4 of this Agreement, no modification of or supplement to the terms and provisions of this Agreement shall become effective except by execution of a separate written agreement between the Parties, and in no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries on the Effective Date.

Cameron Interstate Pipeline, LLC

By \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

[Shipper]

By \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

EXHIBIT A

TO SERVICE AGREEMENT UNDER RATE SCHEDULE IT  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")

DATED \_\_\_\_\_

RATE: \_\_\_\_\_ [specify rate and select one of the following]

\_\_\_ DISCOUNTED RATE

[Specify terms of discounted rate subject to the provisions of Section 8.28 of the  
GT&Cs of Pipeline's Tariff]

\_\_\_ NEGOTIATED RATE:

[Specify terms of negotiated rate subject to the provisions of Section 8.27 of the  
GT&Cs of Pipeline's Tariff]

\_\_\_ [indicate if applicable] Pipeline and Shipper waive any rights to seek either  
an increase, a decrease, or any other adjustment to the negotiated rate specified  
herein, unless mutually agreed otherwise as specified above.

Signed for Identification

Pipeline: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit A Dated \_\_\_\_\_

EXHIBIT B

TO SERVICE AGREEMENT UNDER RATE SCHEDULE IT  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")

DATED \_\_\_\_\_

Shipper Certification:

Signed for Identification

Pipeline: \_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes Exhibit B Dated \_\_\_\_\_

CAPACITY RELEASE UMBRELLA AGREEMENT  
(for use under Rate Schedules subject to capacity release)

This Capacity Release Umbrella Agreement, made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“Effective Date”) by and between \_\_\_\_\_, a \_\_\_\_\_ (herein called “Replacement Shipper”), and Cameron Interstate Pipeline, LLC, a limited liability company located at 488 8th Avenue, San Diego CA 92101 (herein called “Pipeline”),

WITNESSETH:

WHEREAS, \_\_\_\_\_

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the Replacement Shipper and Pipeline hereby agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

- 1.1 Subject to the terms, conditions and limitations hereof, so long as the financial evaluation and credit appraisal requirements pursuant to Section 8.2 of the General Terms and Conditions of Pipeline’s FERC Gas Tariff are met in order for Replacement Shipper to execute this Capacity Release Umbrella Agreement pursuant to Section 8.11 of the General Terms and Conditions, and this Capacity Release Umbrella Agreement is effective, Replacement Shipper may bid or be specified in notices from time to time on proposed capacity releases under Rate Schedule FT pursuant to the procedure set forth in Section 8.11 of Pipeline’s General Terms and Conditions. If at any time a bid or notice submitted by or on behalf of Replacement Shipper is accepted by Pipeline with respect to a given capacity release, Pipeline will promptly finalize the appropriate Addendum to this Capacity Release Umbrella Agreement, in the format attached hereto. The parties agree that each Addendum is an integral part of this Capacity Release Umbrella Agreement as if executed by the parties hereto and fully copied and set forth herein at length and is binding on the parties hereto. Upon finalization of such Addendum, Replacement Shipper and Pipeline agree that Replacement Shipper shall be considered for all purposes as a Shipper with respect to the released service.
- 1.2 Upon the finalization of an Addendum or as otherwise specified in Pipeline’s FERC Gas Tariff, subject to the terms, conditions and limitations hereof and of Pipeline’s Rate Schedule FT, Pipeline agrees to provide the released service for Replacement Shipper under the applicable Rate Schedule, provided however, the Replacement Shipper shall have qualified under the financial evaluation and credit appraisal requirements set forth in Section 8.2 of Pipeline’s General Terms and Conditions at the time it submitted the bid or notice Pipeline accepted with respect to such release.
- 1.3 Replacement Shipper hereby agrees promptly to provide any information necessary for Pipeline to reevaluate Pipeline’s credit appraisal as contemplated by Section 8.2 of

Pipeline's General Terms and Conditions and to advise Pipeline of any material change in the information previously provided by the Replacement Shipper to Pipeline.

## ARTICLE II TERM OF AGREEMENT

- 2.2 The term of this Capacity Release Umbrella Agreement shall commence on \_\_\_\_\_ and shall continue in force and effect thereafter unless this Capacity Release Umbrella Agreement is terminated by mutual agreement or as hereinafter provided. If Pipeline determines at any time that Replacement Shipper fails to meet the financial standards or credit criteria of Section 8.2 of the General Terms and Conditions, Pipeline may terminate this Capacity Release Umbrella Agreement and all Addenda attached hereto prospectively in accordance with Sections 8.2, 8.4, 8.11, and 8.20 (or the successor provisions thereto) of the General Terms and Conditions of Pipeline's FERC Gas Tariff.
- 2.3 Any portions of this Capacity Release Umbrella Agreement necessary to correct or cash-out imbalances or to make payment under this Capacity Release Umbrella Agreement as required by the General Terms and Conditions, or to make payment of refunds as required by the Commission, will survive the other parts of this Capacity Release Umbrella Agreement until such time as such balancing or payment has been completed.

## ARTICLE III RATE SCHEDULES

- 3.1 This Capacity Release Umbrella Agreement does not have separate terms and conditions for particular services, but only provides a means by which a Replacement Shipper may utilize a service subject to the applicable provisions of a Releasing Shipper's relevant firm Service Agreement and the terms and conditions for the relevant rate schedule(s), by finalization of a copy of an Addendum attached hereto and fully incorporated herein as a part of this Capacity Release Umbrella Agreement.
- 3.2 For the entire period when this Capacity Release Umbrella Agreement is in effect, this Capacity Release Umbrella Agreement will be subject to all provisions of relevant rate schedule(s) and the General Terms and Conditions of Pipeline's FERC Gas Tariff on file with the Commission, as such may be revised or superseded from time to time, all of which are by this reference made a part of this Capacity Release Umbrella Agreement. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Capacity Release Umbrella Agreement.
- 3.3 Replacement Shipper warrants that upstream and downstream transportation arrangements are in place, or will be in place as of the effective date of each capacity release transaction, and that it has or will advise the upstream and downstream transporters of the receipt and delivery points under this Capacity Release Umbrella Agreement and any limitations specified in a Releasing Shipper's relevant firm Service Agreement or in the capacity release Addenda.

- 3.4 Replacement Shipper agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to this Capacity Release Umbrella Agreement (b) the terms and conditions of this Capacity Release Umbrella Agreement, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to this Capacity Release Umbrella Agreement. Pipeline agrees that the Replacement Shipper may protest or contest the aforementioned filings, and the Replacement Shipper does not waive any rights it may have with respect to such filings.

#### ARTICLE IV QUALITY

- 4.1 All natural gas tendered to Pipeline for Replacement Shipper's account shall conform to the quality specifications set forth in Section 8.14 of the General Terms and Conditions (or any successor thereto). In the event that Replacement Shipper is unable to meet such gas quality requirements, Pipeline and Shipper shall promptly meet to discuss possible solutions to allow Pipeline's receipt and delivery of Shipper's gas and shall use commercially reasonable efforts to implement any agreed solution or remedy, whether upstream or downstream of Replacement Shipper's applicable receipt point. Nothing in this Article IV shall in and of itself be construed as negating or modifying in any way Replacement Shipper's obligations to meet the gas quality requirements set forth in Pipeline's FERC Gas Tariff.

#### ARTICLE V NOTICE

- 5.1 Except as otherwise provided in this Article V, notices hereunder shall be given pursuant to the provisions of Sections 8.29 and 8.36 of the General Terms and Conditions (or any successor thereto) on Pipeline's Internet Web Site; provided however, that in the event the Pipeline's Internet Web Site is not operational, notice in the form herein described shall be given to a party via facsimile or electronic mail.

#### PIPELINE

Notices and General Correspondence  
Cameron Interstate Pipeline, LLC  
488 8th Avenue

San Diego, California 92101

Email: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_  
Alternative Contact: \_\_\_\_\_  
Alternative Contact: \_\_\_\_\_

Payments

Cameron Interstate Pipeline, LLC  
488 8th Avenue

San Diego, California 92101

REPLACEMENT SHIPPER:

Notices and Request

Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

- 5.2 Pipeline and/or Replacement Shipper may designate alternative contact information by submitting formal written notice to the other party.

ARTICLE VI  
INTERPRETATION

- 6.1 THE INTERPRETATION AND PERFORMANCE OF THIS CAPACITY RELEASE UMBRELLA AGREEMENT SHALL BE IN ACCORDANCE WITH THE LAWS OF

THE STATE OF \_\_\_\_\_, WITHOUT RECOURSE TO THE LAW GOVERNING CONFLICT OF LAWS.

- 6.2 This Capacity Release Umbrella Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter, either State or Federal, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.

ARTICLE VII  
RELATIONSHIP BETWEEN REPLACEMENT SHIPPER AND RELEASING SHIPPER

- 7.1 The parties recognize that, pursuant to Commission orders, Releasing Shipper may require that the Replacement Shipper agree that a breach of this Capacity Release Umbrella Agreement, including a failure to pay, or to pay timely, by Replacement Shipper under this Capacity Release Umbrella Agreement, constitutes a breach of contract as between Replacement Shipper and Releasing Shipper. The existence of such an agreement will be indicated on the appropriate Addendum to this Capacity Release Umbrella Agreement. If Replacement Shipper fails to pay Pipeline, fails to timely pay Pipeline, or otherwise breaches this Capacity Release Umbrella Agreement with Pipeline: (a) both Replacement Shipper and Releasing Shipper (except to the extent otherwise provided in Section 8.11 of the General Terms and Conditions and except with respect to penalties attributable to Replacement Shipper's conduct) shall be liable to Pipeline for such failure to pay or breach (it being understood that nothing in this Article VII relieves Releasing Shipper from responsibility to pay Pipeline in accordance with its firm Service Agreements with Pipeline) and (b) if, as a result of such breach by Replacement Shipper, Releasing Shipper is accordingly required to pay Pipeline or otherwise perform, Releasing Shipper may have a cause of action for breach against Replacement Shipper.

ARTICLE VIII  
CANCELLATION

- 8.1 This Capacity Release Umbrella Agreement supersedes and cancels, as of the Effective Date, the following prior contract(s) between the Parties regarding firm transportation service (if applicable): \_\_\_\_\_

ARTICLE IX  
MISCELLANEOUS

- 9.1 No waiver by Pipeline or Replacement Shipper of any default of either Party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character. To be effective, any waiver shall be in writing and signed by the Party against whom it is to be enforced.  
Waivers of this Agreement by Pipeline are subject to the applicable provisions of Pipeline's Tariff and the regulations, policies, and orders of the FERC.
- 9.2 Subject to Section 3.4 of this Agreement No modification of or supplement to the terms and provisions of this Capacity Release Umbrella Agreement shall become effective

except by execution of a separate written agreement between the Parties, and in no event shall this Capacity Release Umbrella Agreement be modified by course of performance, course of dealing or usage of trade.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the Pipeline and Replacement Shipper have caused this Capacity Release Umbrella Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries on the Effective Date.

CAMERON INTERSTATE PIPELINE, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

REPLACEMENT SHIPPER

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**Addendum**

Capacity Release Rate Schedule \_\_\_\_\_ Addendum No. \_\_\_\_\_

Deal No.: \_\_\_\_\_

Addendum Contract No.: \_\_\_\_\_  
Capacity Release Umbrella Agreement No.: \_\_\_\_\_

Replacement Shipper: \_\_\_\_\_

Releasing Shipper: \_\_\_\_\_  
Releasing Shipper's Contract No.: \_\_\_\_\_  
Begin Date of Release: \_\_\_\_\_  
End Date of Release: \_\_\_\_\_  
Rates: [Volumetric or Reservation] \_\_\_\_\_

Reservation Charge \$ \_\_\_\_\_

Surcharges: Description/\$ Rate

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_

Maximum Daily Transportation Quantity (MDTQ): \_\_\_\_\_  
(Dth)

Specific Firm Point(s) of Receipt:

<u>Receipt Point</u>	<u>MDRQ (Dth) (plus applicable fuel retainage quantities)</u>	<u>Effective From</u>	<u>Effective To</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Specific Firm Point(s) of Delivery:

<u>Receipt Point</u>	<u>MDDQ</u>	<u>Effective From</u>	<u>Effective To</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Is this capacity subject to right of recall? Yes \_\_\_ No \_\_\_

Recall Conditions (if applicable):

---

Are there any restrictions on released capacity? Yes \_\_\_ No \_\_\_ Restrictions (if applicable):

---

Was Pipeline's default bid evaluation criteria used? Yes \_\_\_ No \_\_\_

Evaluation Criteria (if applicable):

---

Were contingent bids accepted? Yes \_\_\_ No \_\_\_

Contingency comments (if applicable):

---

Other Terms and Conditions of Release: [e.g., restrictions on release, third party agent and terms of third party agency relationship, and agreements between Replacement Shipper and Releasing Shipper]

---

This Addendum, entered into, pursuant to Pipeline's capacity release program and to the executed Capacity Release Umbrella Agreement between Pipeline and the Replacement Shipper, is hereby made a part of and subject to the aforementioned Capacity Release Umbrella Agreement.

FORM OF SERVICE AGREEMENT  
FOR RATE SCHEDULE PAL

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is made and entered into this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ \_\_ [specified date may be a calendar date or a date linked to the occurrence of a specific event such as the in-service date of another facility, provided that Pipeline shall be provided reasonable advance notice of the occurrence of such event] ("Effective Date"), by and between Cameron Interstate Pipeline, LLC, a limited liability company located at 488 8th Avenue, San Diego CA 92101 (herein called "Pipeline") and \_\_\_\_\_, a [type of entity] located at \_\_\_\_\_ [address] \_\_\_\_\_ (herein called "Shipper,"). Pipeline and Shipper shall be referred to individually as a "Party", and collectively as the "Parties".

WITNESSETH:

WHEREAS, Pipeline is an interstate pipeline providing service pursuant to its Tariff filed with the Federal Energy Regulatory Commission ("FERC").

[If, applicable, specify other "whereas" clauses that do not affect the substance of the Service Agreement]

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the Parties do covenant and agree as follows:

ARTICLE I  
SCOPE OF AGREEMENT

- 1.1. Subject to the terms, conditions and limitations hereof, of Pipeline's Rate Schedule PAL, and of the GT&Cs of Pipeline's Tariff, including, without limitation, any provisions on the interpretation of Service Agreements, Pipeline will provide to Shipper interruptible gas parking or lending service, as applicable, in the quantities of gas as specified in a PALS Transaction.
- 1.2. This Agreement, and every PALS Transaction subject to this Agreement, will comprise the contractual agreement of the parties. If this Agreement terminates, any PALS Transaction entered into before the end of the term of this Agreement will continue to be bound by the terms of this Agreement, until the termination of the PALS Transaction.
- 1.3. Pipeline will, as specified in the PALS Transaction, park or loan quantities of natural gas at mutually agreed upon point(s) of service at the rates specified in Pipeline's Tariff or mutually agreed by the Parties in accordance with each PALS Transaction.

- 1.4. Shipper must execute a PALS Transaction to receive service under this Agreement. On Shipper's behalf, Pipeline will complete the rate, quantity, and other terms required by the PALS Transaction consistent with the agreed upon transaction. The completed PALS Transaction will be provided to the Shipper and Shipper must execute and return or transmit the executed electronic or paper copy of the PALS Transaction to Pipeline. The PALS Transaction after execution will be incorporated in and made a part of this Agreement.

## ARTICLE II TERM OF AGREEMENT

- 2.1 This Agreement shall become effective as of the Effective Date and shall continue in effect for a term of \_\_\_ Months after service commences ("Primary Term") and shall remain in force from Month to Month thereafter unless terminated by either Party by written notice. Extension and termination of this Agreement shall be governed by the applicable provisions in the GT&Cs.
- 2.2 Shipper agrees that Pipeline may terminate this Agreement at any time by written notice, subject to the GT&Cs. Pre-granted abandonment will apply upon termination of this Agreement. The term of each PALS Transaction will be specified therein.
- 2.3 Any portions of this Agreement necessary to correct or cash-out imbalances or to make payment under this Agreement as required by the GT&Cs, or make payment of refunds as required by FERC, will survive the other parts of this Agreement until such time as such balancing or payment has been completed.

## ARTICLE III RATE SCHEDULE AND GENERAL TERMS AND CONDITIONS

- 3.1 For the entire period when this Agreement is in effect, this Agreement will be subject to all provisions of Rate Schedule PAL and the GT&Cs of Pipeline's Tariff on file with FERC, as such may be revised or superseded from time to time, all of which are by this reference made a part of this Agreement. All of the terms defined in Pipeline's Tariff shall have the same meaning in this Agreement.
- 3.2 Shipper agrees to and will pay Pipeline other charges and fees provided for in Rate Schedule PAL, as effective from time to time, for service under this Agreement unless otherwise agreed to by the Parties in a discounted or negotiated rate arrangement set forth in a PALS Transaction which shall be incorporated as a part of this Agreement for all intents and purposes.
- 3.3 If applicable, Pipeline warrants that the transportation service hereunder meets the requirements set out in Subpart B of Part 284 of FERC's Regulations and qualifies for service under Rate Schedule PAL, as applicable; provided, however, that this warranty does not extend to actions taken that are not within the control of Pipeline. A certification from the Shipper on whose behalf Pipeline will render the transportation services hereunder is set forth in the PALS Transportation, if

applicable, which is incorporated as part of this Agreement for all intents and purposes. Shipper further agrees to abide by the terms of Rate Schedule PAL, as applicable. Shipper warrants that upstream and downstream delivery and receipt arrangements are in place, or will be in place as of the Effective Date, and that it has or will advise the upstream and downstream entities of the receipt and delivery points under this Agreement.

- 3.4 Shipper agrees that Pipeline shall have the unilateral right to file with FERC to propose changes to the provisions in its GT&Cs or Rate Schedules. Shipper retains its rights under Section 5 of the NGA.

ARTICLE IV  
QUALITY

- 4.1 All natural gas tendered to Pipeline for Shipper's account shall conform to the quality specifications set forth in GT&Cs Section 8.14 (or any successor thereto). In the event that Shipper is unable to meet such gas quality requirements, Pipeline and Shipper shall promptly meet to discuss possible solutions to allow Pipeline's receipt and delivery of Shipper's gas and shall use commercially reasonable efforts to implement any agreed solution or remedy, whether upstream or downstream of Shipper's applicable receipt point. Nothing in this Article IV shall in and of itself be construed as negating or modifying in any way Shipper's obligations to meet the gas quality requirements set forth in Pipeline's tariff.

ARTICLE V  
NOTICES

- 5.1 Except as provided in this Article V, notices hereunder shall be given pursuant to the provisions of GT&Cs Section 8.30 (or any successor thereto) on Pipeline's Internet Web Site; provided however, that in the event the Pipeline's Internet Web Site is not operational, notice in the form herein described shall be given to a party via facsimile or electronic mail.

PIPELINE:

Notices and General Correspondence

Cameron Interstate Pipeline, LLC  
488 8<sup>th</sup> Avenue  
San Diego, California 92101  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_

Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Alternative Contact: \_\_\_\_\_

Alternative Contact: \_\_\_\_\_

Payments

Cameron Interstate Pipeline, LLC  
488 8<sup>th</sup> Avenue  
San Diego, California 92101

SHIPPER:

Notices and Request

Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Dispatching Notices-Nominations/Confirmations

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

Emergencies and 24-Hour Dispatching Contact

Name/Dept: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile Machine No.: \_\_\_\_\_

- 5.2 Pipeline and/or Shipper may designate alternative contact information by submitting formal written notice to the other party.

ARTICLE VI  
ASSIGNMENTS

- 6.1 Either Shipper or Pipeline may assign or pledge this Agreement under the provisions of any mortgage, deed of trust, indenture, bank credit agreement, receivable sale, or similar instrument, which it has executed or may execute hereafter, without relieving itself of its obligations under this Agreement. Furthermore, each of Shipper and Pipeline hereby agrees to timely execute and deliver such consents to assignment and certificates as are reasonably requested by the assigning Party or its lenders in connection with any such assignment in each case on terms and conditions reasonably satisfactory to such Party.

ARTICLE VII  
NONRECOURSE OBLIGATION OF  
PIPELINE'S PARENT AND OTHER AFFILIATES

- 7.1 The Parties agree that notwithstanding any other provision hereof 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), whether in contract or in tort, arising out of or in any manner related to this Agreement, even if a Party has been advised of the possibility of such damages.

ARTICLE VIII  
LAW OF CONTRACT

- 8.1 The Parties agree that the interpretation and performance of this Agreement must be in accordance with the laws of the State of \_\_\_\_\_ without recourse to any law or principle governing conflict of laws.
- 8.2 This Agreement and the obligations of the Parties are subject to all present and future valid laws with respect to the subject matter, State and Federal, and to all valid present and future orders, rules, decisions and regulations of duly constituted authorities having jurisdiction.

ARTICLE IX  
CANCELLATION OF PRIOR CONTRACT(S)

- 9.1 This Agreement supersedes and cancels, as of the Effective Date of this Service Agreement, any prior contract(s) between the Parties regarding interruptible transportation service: \_\_\_\_\_.

ARTICLE X  
MISCELLANEOUS

- 10.1 No waiver by Pipeline or Shipper of any default of either Party under this Agreement shall operate as a waiver of any subsequent default whether of a like or different character. To be effective, any waiver shall be in writing and signed by the Party against whom it is to be enforced. Waivers of this Agreement by Pipeline are subject to the applicable provisions of Pipeline's Tariff and the regulations, policies, and orders of the FERC.

10.2 Subject to Sections 3.1 and 3.4 of this Agreement, no modification of or supplement to the terms and provisions of this Agreement shall become effective except by execution of a separate written agreement between the Parties, and in no event shall this Agreement be modified by course of performance, course of dealing or usage of trade.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers and attested by their respective Secretaries or Assistant Secretaries on the Effective Date.

Cameron Interstate Pipeline, LLC

By \_\_\_\_\_

[SHIPPER]

By \_\_\_\_\_

PALS Transaction

TO SERVICE AGREEMENT UNDER RATE SCHEDULE PAL  
BETWEEN CAMERON INTERSTATE PIPELINE, LLC  
AND \_\_\_\_\_ ("Shipper")  
DATED \_\_\_\_\_  
PAL Agreement No. \_\_\_\_\_

TRANSACTION TYPE, TERM, POINTS OF SERVICE, AND QUANTITIES

	Max Quantities (Dth) Delivered to Pipeline	Max Quantities (Dth) Received from Pipeline (Unpark or
--	---	--

				(Park or Payback)		Loan)	
Transaction Type (Park/Loan)	Beginning Date	End Date	Point(s) of Transaction	Daily	Cumulative	Daily	Cumulative

**RATE**

\_\_\_ RECURSE RATE [if no option is selected, the Recourse Rate shall be applied to this PALS Transaction]

\_\_\_ DISCOUNTED RATE

Initial Rate (per Dth)	PAL Balance Rate (per Dth)	Completion Rate (per Dth)
\$ _____	\$ _____	\$ _____

[Specify terms of discounted rate subject to the provisions of Section 8.28 of the GT&Cs of Pipeline's Tariff]

\_\_\_ NEGOTIATED RATE:

Rate \_\_\_\_\_

[Specify terms of negotiated rate subject to the provisions of Section 8.27 of the GT&Cs of Pipeline's Tariff]

\_\_\_ [indicate if applicable] Pipeline and Shipper waive any rights to seek either an increase, a decrease, or any other adjustment to the negotiated rate specified herein, unless mutually agreed otherwise as specified above.

SHIPPER CERTIFICATION: [Only if applicable pursuant to Section 3.3 of the PALS Agreement]

Signed for Identification

Pipeline: \_\_\_\_\_

\_\_\_\_\_

Shipper: \_\_\_\_\_

Supersedes PALS Transaction Dated \_\_\_\_\_ [If applicable]