

SERVICE AGREEMENT FORMS

[Applicable to the following Rate Schedules: FT-1 and IT-1]

Service Agreement No. _____

Revision No. _____

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between CROSSROADS PIPELINE COMPANY LLC (“Transporter”) and _____ (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective ____ Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission.

Section 2. Term. Service under this Agreement shall commence as of _____, and shall continue in full force and effect until _____ [or, when applicable to Rate Schedule IT-1, “Service under this Agreement shall commence as of _____, and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice”]. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; and (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported). In addition, the discount agreement may include a provision that if one rate component which was at

or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana Street, Suite 1300, Houston, Texas 77002, Attention: Commercial Operations and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s):

[SHIPPER]

CROSSROADS PIPELINE COMPANY LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

(for FT-1 RATE SCHEDULE)

Revision No. _____

Appendix A to Service Agreement No. _____
 Under Rate Schedule FT-1
 between Crossroads Pipeline Company LLC (“Transporter”)
 and _____ (“Shipper”)

Transportation Demand

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Transportation</u> <u>Demand Dth/day</u>	<u>Recurrence</u> <u>Interval</u>
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Primary Receipt Points

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum Daily</u> <u>Quantity</u> <u>(Dth/day)</u>	<u>Recurrence</u> <u>Interval</u>
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Minimum Receipt Point Pressure: 1/

Primary Delivery Points

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Scheduling</u> <u>Point No.</u>	<u>Scheduling</u> <u>Point Name</u>	<u>Measuring</u> <u>Point No.</u>	<u>Measuring</u> <u>Point Name</u>	<u>Maximum Daily</u> <u>Quantity</u> <u>(Dth/day)</u>	<u>Recurrence</u> <u>Interval</u>
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Minimum Delivery Point Pressure: 1/

Hourly Flow at Delivery Point Commitment/Restriction: 2/

1/ If a minimum pressure is not specifically stated, then Transporter's obligation shall be as stated in Section 13 (Delivery Pressure) of the General Terms and Conditions.

2/ If an hourly flow commitment or restriction is not specifically stated, then Transporter's obligation shall be as stated in Section 9 (Operating Conditions) of the General Terms and Conditions.

The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for purposes of listing valid secondary interruptible receipt points and delivery points.

_____ Yes _____ No (Check applicable blank) Shipper has a contractual right of first refusal equivalent to the right of first refusal set forth from time to time in Section 4 of the General Terms and Conditions of Transporter's FERC Gas Tariff.

_____ Yes _____ No (Check applicable blank) This Service Agreement covers interim capacity sold pursuant to the provisions of General Terms and Conditions Section 4. Right of first refusal rights, if any, applicable to this interim capacity are limited as provided for in General Terms and Conditions Section 4.

[SHIPPER]

CROSSROADS PIPELINE COMPANY LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

[For IT-1 Rate Schedule]

Revision No. _____

Appendix A to Service Agreement No. _____
Under Rate Schedule IT-1
between Crossroads Pipeline Company LLC (“Transporter”)
and _____ (“Shipper”)

Transportation Demand

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Transportation</u> <u>Demand Dth/day</u>
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The Master List of Interconnects (“MLI”) as defined in Section 1 of the General Terms and Conditions is incorporated herein by reference for purposes of listing valid interruptible receipt points and delivery points.

[SHIPPER]

CROSSROADS PIPELINE COMPANY LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

[For FT-1 Rate Schedule]

Appendix B to Service Agreement No. _____
Under Rate Schedule _____

between Crossroads Pipeline Company LLC (Transporter)

and _____ (Shipper)

Capacity Reduction Option Provisions*

SERVICE PACKAGE:

OPTION PERIOD(S)

OPTION DESCRIPTION

OPTION CONSIDERATION

ANY LIMITATIONS ON
THE EXERCISE OF THE
CAPACITY REDUCTION
OPTION AS BID BY
THE SHIPPER:

* NOTICE MUST BE GIVEN AS PROVIDED FOR IN GENERAL TERMS AND
CONDITIONS SECTION 4.4(b)(2).

Service Agreement No. _____
Revision No. _____

PAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between CROSSROADS PIPELINE COMPANY LLC (“Transporter”) and _____ (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective PAL Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Transporter shall park or loan quantities of gas for Shipper as specified in the Transaction Confirmation Sheet for each parking and lending transaction, each of which shall be incorporated into this Service Agreement.

Section 2. Term. Service under this Agreement shall commence as of _____, and shall continue in full force and effect until _____ [or, when applicable, “Service under this Agreement shall commence as of _____, and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice”].

Section 3. Rates. Shipper shall pay the Transporter the rates as set forth in Transaction Confirmation Sheet. Transporter may agree to discount its rate to Shipper below Transporter's maximum rate, but not less than Transporter's minimum rate. Such discounted rate may apply to: (a) specified quantities (contract demand or commodity quantities); (b) specified quantities above or below a certain level or all quantities if quantities exceed a certain level; (c) quantities during specified time periods; (d) quantities at specified points, locations, or other defined geographical areas; (e) that a specified discounted rate will apply in a specified relationship to the quantities actually transported (i.e., that the reservation charge will be adjusted in a specified relationship to quantities actually transported); and (f) production and/or reserves committed by the Shipper. In addition, the discount agreement may include a provision that if one rate component which was at or below the applicable maximum rate at the time the discount agreement was executed subsequently exceeds the applicable maximum rate due to a change in Transporter's maximum rate so that such rate component must be adjusted downward to equal the new applicable maximum rate, then other rate components may be adjusted upward to achieve the agreed overall rate, so long as none of the resulting rate components exceed the maximum rate applicable to that rate component. Such changes to rate components shall be

applied prospectively, commencing with the date a Commission order accepts revised tariff sections. However, nothing contained herein shall be construed to alter a refund obligation under applicable law for any period during which rates, which had been charged under a discount agreement, exceeded rates which ultimately are found to be just and reasonable.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana Street, Suite 1300, Houston, Texas 77002, Attention: Commercial Operations and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either party by written notice.

Section 5. Transaction Confirmation Requirement. Shipper must execute a Transaction Confirmation Sheet for each parking and lending transaction in order to receive service under this Agreement. On the Shipper's behalf, Transporter will complete the rate, quantity, and other terms required by the Transaction Confirmation Sheet consistent with the agreed upon transaction. The completed Transaction Confirmation Sheet will be automatically e-mailed to the Shipper and Shipper may choose one of the following two methods of execution (check selection):

_____ Transaction Confirmation Sheet will be deemed executed if not disputed in writing within 2 business days.

_____ Shipper must physically execute and return or transmit the executed electronic or paper copy of the Transaction Confirmation Sheet to Transporter.

Section 6. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s):
_____.

[SHIPPER]

CROSSROADS PIPELINE COMPANY LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

TRANSACTION CONFIRMATION SHEET NO. _____
TO MASTER PAL AGREEMENT NO. _____

COMPANY: Crossroads Pipeline Company LLC

COMPANY'S ADDRESS: 700 Louisiana Street, Suite 1300, Houston, Texas 77002,
Attention: Commercial Operations

SHIPPER:

SHIPPER'S ADDRESS:

TERM COMMENCEMENT DATE: _____

TERM ENDING DATE: _____

TYPE OF TRANSACTION (check applicable blank): PARK ___; LOAN ___

SCHEDULE FOR SERVICE:

Maximum Quantity Parked/Loaned (Dth): _____

Minimum Quantity Parked/Loaned (Dth): _____

<u>Begin</u> <u>Date</u>	<u>End</u> <u>Date</u>	<u>Point of</u> <u>Service</u>	<u>Daily Quantity</u> <u>Delivered to Transporter</u>		<u>Daily Quantity</u> <u>Received from Transporter</u>	
			<u>Maximum</u> <u>(Dth)</u>	<u>Minimum</u> <u>(Dth)</u>	<u>Maximum</u> <u>(Dth)</u>	<u>Minimum</u> <u>(Dth)</u>

RATES:

The maximum Account Balance Charge set forth in the Tariff from time to time shall apply to all service provided under this Master PAL Agreement; provided, Transporter and Shipper may agree to discount the Account Balance Charge in accordance with Transporter's Tariff and Section 3 of the Master PAL Agreement, which discounted Account Balance Charge shall be set forth on this Transaction Confirmation Sheet.

If applicable, the discounted Account Balance Charge for the specified quantities and time periods set forth in the Schedule for Service stated above shall be as set forth below:

Begin Date End Date Account Balance Charge (per Dth)

If quantities exceed the maximum daily quantities or do not meet the minimum daily quantities agreed to on the above Schedule of Service for any day, the maximum Account Balance Charge set forth in the tariff from time to time shall apply to the account balance on that day. In no event is Transporter obligated to provide service under this Master PAL Agreement for time periods outside the above term commencement and ending dates.

[SHIPPER]

CROSSROADS PIPELINE COMPANY LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Service Agreement No. _____
Revision No. _____

IPP SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between CROSSROADS PIPELINE COMPANY LLC (“Transporter”) and _____ (“Shipper”).

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive an accounting service in accordance with the provisions of the effective IPP Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (“Tariff”), on file with the Federal Energy Regulatory Commission (“Commission”), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. Subject to the limitations set forth in the IPP Rate Schedule, Transporter shall provide an accounting service for gas supplies pooled by Shipper on an interruptible basis.

Section 2. Term. Service under this Agreement shall commence as of _____, and shall continue in full force and effect until _____ [or, when applicable, “Service under this Agreement shall commence as of _____, and shall continue from month to month thereafter until terminated by either Transporter or Shipper upon thirty days prior notice”]. Pre-granted abandonment shall apply upon termination of this Agreement.

Section 3. Rates. Shipper shall pay Transporter any charges and furnish any Retainage as may be described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at 700 Louisiana Street, Suite 1300, Houston, Texas 77002, Attention: Commercial Operations and notices to Shipper shall be addressed to it at _____, Attention: _____, until changed by either party by written notice.

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreement(s): _____.

[SHIPPER]

CROSSROADS PIPELINE COMPANY LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

REFERENCE TO CUSTOMERS HAVING NON-CONFORMING SERVICE AGREEMENTS
PURSUANT TO SECTION 154.112(B) OF THE COMMISSION'S REGULATIONS:

<u>Customer</u>	<u>Rate Schedule</u>	<u>Signed</u>	<u>Effective Date</u>	<u>Docket No.</u>
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