

Part VII
Form of Service Agreements

Rate Schedule FT	Form of Service Agreement
Rate Schedule EFT	Form of Service Agreement
Rate Schedule SCT	Form of Service Agreement
Rate Schedule LFT	Form of Service Agreement
Rate Schedule HFT	Form of Service Agreement
Rate Schedule IOS	Form of Service Agreement
Rate Schedule WS	Form of Service Agreement
Rate Schedule PS	Form of Service Agreement
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Rate Schedule IT	Form of Service Agreement
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Part VII
Form of Service Agreements

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Rate Schedule TBS	Form of Service Agreement
Capacity Release	Form of Service Agreement
Messenger	Form of Agreement

RATE SCHEDULE FT
FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

This contract is Firm Seasonal Storage Related _____

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

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on
a firm basis, quantities of Natural Gas up to the daily quantities (Dt./Day), which shall constitute the
Maximum Daily Contract Quantity (MDCQ), stated on Exhibit A.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received
quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-
effective, applicable rates and charges under Panhandle's Rate Schedule FT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time
to time by written agreement between Panhandle and Shipper and, as may be revised, is by this
reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's
Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on

Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to accept a completely separate Gathering service. By designating a firm Point(s) of Receipt or firm Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities as defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such firm Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 – RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MDCQ.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit B hereto.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule FT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic scheduling of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered

when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule FT

and _____

Contract No. _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule FT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule FT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule FT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule FT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT B

Transportation Agreement
For
Firm Service
Under Rate Schedule FT
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.11 of Rate Schedule FT and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FT set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule FT.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT B DATED: _____

RATE SCHEDULE EFT
ENHANCED FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP, (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

This contract is Firm Seasonal Storage Related _____

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on
a firm basis, quantities of Natural Gas up to the daily quantities (Dt./Day), which shall constitute the
Maximum Daily Contract Quantity (MDCQ), stated on Exhibit A.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received
quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-
effective, applicable rates and charges under Panhandle's Rate Schedule EFT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time
to time by written agreement between Panhandle and Shipper and, as may be revised, is by this
reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's
Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on
Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to accept a completely separate Gathering service. By designating a firm Point(s) of Receipt or firm Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities as are defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such firm Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 – RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule EFT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MDCQ.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any

discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit B hereto.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule EFT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule EFT

and _____

Contract No. _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule EFT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
-----------------	-------------------------------	---------------------	---------------------------------------	------------------------------------

Effective from: _____ Through: _____

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule EFT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For Firm Service
Under Rate Schedule EFT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule EFT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
Effective from: _____		Through: _____				

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule EFT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT B

Transportation Agreement
For
Enhanced Firm Service
Under Rate Schedule EFT
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.11 of Rate Schedule EFT and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule EFT set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule EFT.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT B DATED: _____

RATE SCHEDULE SCT
SMALL CUSTOMER FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____
Section 284.221 (284G - Interstate Pipelines and Others) _____
This contract is Firm Seasonal Storage Related _____

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on
a firm basis, quantities of Natural Gas up to the daily quantities (Dt./Day), which shall constitute the
Maximum Daily Contract Quantity (MDCQ), stated on Exhibit A.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received
quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-
effective, applicable rates and charges under Panhandle's Rate Schedule SCT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time
to time by written agreement between Panhandle and Shipper and, as may be revised, is by this
reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's
Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on
Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to accept a completely separate Gathering service. By designating a firm Point(s) of Receipt or firm Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities, as are defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such firm Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 - RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule SCT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates.

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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule SCT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic scheduling of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule SCT

and _____

Contract No. _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule SCT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule SCT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For Firm Service
Under Rate Schedule SCT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule SCT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	---------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule SCT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	----------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

RATE SCHEDULE LFT
LIMITED FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

This contract is Firm Seasonal Storage Related _____

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery quantities of Natural Gas up to the daily quantities (Dt./Day), which shall constitute the Maximum Daily Contract Quantity (MDCQ), stated on Exhibit A.

Service hereunder is provided on a firm basis subject to Panhandle's right to not schedule service in whole or in part on any Day, but not more than ten (10) Days in each Month.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-effective, applicable rates and charges under Panhandle's Rate Schedule LFT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time to time by written agreement between Panhandle and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to accept a completely separate Gathering service. By designating a firm Point(s) of Receipt or firm Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities as are defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such firm Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 – RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule LFT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MDCQ.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this

Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit B hereto.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule LFT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Service Under
Rate Schedule LFT

and _____

Contract No. _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

EXHIBIT A

Transportation Agreement
 For
 Service Under
 Rate Schedule LFT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
Effective from: _____		Through: _____				

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Transportation Agreement
 For
 Service Under
 Rate Schedule LFT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For Service Under
Rate Schedule LFT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For
 Service Under
 Rate Schedule LFT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
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Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For Service Under
 Rate Schedule LFT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
Effective from: _____		Through: _____				

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT B

Transportation Agreement
For
Firm Service
Under Rate Schedule LFT
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.11 of Rate Schedule LFT and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule LFT set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule LFT.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT B DATED: _____

RATE SCHEDULE HFT
HOURLY FIRM TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on
a firm basis, quantities of Natural Gas up to the Maximum Daily Contract Quantity (MDCQ) over the
Hourly Delivery Period selected by Shipper as stated on Exhibit A.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received
quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-
effective, applicable rates and charges under Panhandle's Rate Schedule HFT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time
to time by written agreement between Panhandle and Shipper and, as may be revised, is by this
reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's
Maximum Daily Contract Quantity shall be assigned among the primary Point(s) of Receipt set out on
Exhibit A, as well as among the primary Point(s) of Delivery set out on Exhibit A. Such assignment may
be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions
and Rate Schedule HFT.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to accept a completely separate Gathering service. By designating a firm Point(s) of Receipt or firm Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities as defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such firm Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide firm Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 - RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule HFT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MDCQ.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit B hereto.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule HFT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions and Rate Schedule HFT. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as

duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(And nominations Pursuant to Section 2.4 of Rate Schedule HFT) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule HFT

and _____

Contract No. _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Daily Contract Quantity _____ (Dt./Day)

Hourly Delivery Period _____ (hours/Day)

Hourly Delivery Quantity _____ (Dt./hour)

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule HFT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County State</u>	<u>Meter No.</u>	<u>Quantity</u>
-----------------	---------------------	---------------------------------------------	---------------------	------------------	-----------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	---------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
-----------------	-------------------------------	---------------------	---------------------------------------	------------------------------------

Effective from: _____ Through: _____

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule HFT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
Effective from: _____		Through: _____				

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule HFT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Daily Contract Quantity _____ (Dt./Day)

Hourly Delivery Period _____ (hours/Day)

Hourly Delivery Quantity _____ (Dt./hour)

SHIPPER: PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For
 Firm Service
 Under Rate Schedule HFT

Primary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
Effective from: _____		Through: _____				

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Secondary Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING

EXHIBIT A

Transportation Agreement
 For Firm Service
 Under Rate Schedule EFT

Primary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
-----------------	----------------------	---------------------------------------------	---------------	--------------	------------------	-----------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Secondary Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	----------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT B

Transportation Agreement
For
Hourly Firm Service
Under Rate Schedule HFT
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.11 of Rate Schedule HFT and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule HFT set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule HFT.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT B DATED: _____

RATE SCHEDULE IOS
IN/OUT STORAGE SERVICE
FORM OF STORAGE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between PANHANDLE EASTERN PIPE LINE COMPANY, LP ("Panhandle"), a Delaware Limited Partnership, and ("Shipper"),

WITNESSETH:

WHEREAS, Panhandle has available underground Gas storage capacity; and

WHEREAS, Shipper desires to purchase and Panhandle desires to provide certain storage service.

NOW, THEREFORE, Panhandle and Shipper do mutually agree as follows:

This contract is for Market Area Storage _____

This contract is for Field Area Storage _____

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder and desires to have certain volumes hereinafter set forth (Stored Volume) delivered into storage for Shipper's account during the term hereof, up to the Maximum Stored Quantity, set out below, which shall be the maximum inventory Shipper may maintain in storage hereunder at any given time. Injections shall be made in accordance with Shipper's nominations, but Panhandle shall not be required to inject Gas at a rate in excess of 1/200th of Shipper's Maximum Stored Quantity on any Day. At no time shall Shipper's Stored Volume exceed its Maximum Stored Quantity. Stored Volumes are to be delivered in accordance with Shipper's nominations pursuant to the terms and conditions of this Agreement, all in accordance with Section 2 of Rate Schedule IOS.

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Stored Quantity _____ Dt.

Maximum Daily Injection Quantity _____ Dt./Day

Maximum Daily Withdrawal Quantity _____ Dt./Day

Storage Point Number _____

1.2 Shipper shall have the right to have delivered to it at the IOS Point, as described in Rate Schedule IOS, any portion of its Stored Volume, up to a maximum withdrawal of 1/100 of its Maximum Stored Quantity, on any Day during the term hereof. In no event shall volumes delivered hereunder to Shipper ever exceed Shipper's Stored Volume as defined in Section 1.1. Panhandle shall not be required to deliver quantities of Gas on any Day which exceed the Maximum Daily Contract Quantities under firm Transportation Agreements to which Shipper has a right to deliver Gas at the IOS Point.

1.3 Transporter shall retain, as Fuel Reimbursement, the percentages of Gas injected and withdrawn hereunder, as set forth on the Currently Effective Rates for Rate Schedule IOS.

ARTICLE 2 BILLING AND PAYMENT

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IOS and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually injected, withdrawn or stored (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually injected, withdrawn or stored); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm capacity charge or deliverability charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MSQ and/or MDWQ, as applicable.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit A hereto.

ARTICLE 3 POINT OF DELIVERY

3.1 All volumes delivered to Shipper hereunder shall be delivered at the IOS Point, as described in Rate Schedule IOS.

ARTICLE 4 TERM

4.1 This Agreement shall be effective from the date first stated above. Panhandle shall provide firm storage service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 5 GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security

for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7
NOTICES

Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Agreement and in the General Terms and Conditions of the Tariff and the Rate Schedules to which they apply, or any notices which either Panhandle or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the post office address of Panhandle or Shipper, or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as delivered when mailed by either registered or ordinary mail. The post office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first above written:

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Storage Agreement
For
Firm Service
Under Rate Schedule IOS
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.9 of Rate Schedule IOS and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule IOS set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule IOS.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT A DATED: _____

RATE SCHEDULE WS
WINTER STORAGE SERVICE
FORM OF STORAGE AGREEMENT

THIS STORAGE AGREEMENT, made and entered into this ____ day of _____, _____,
by and between PANHANDLE EASTERN PIPE LINE COMPANY, LP ("Panhandle"), a Delaware Limited
Partnership, and ("Shipper"),

WITNESSETH:

WHEREAS, Panhandle has available underground Gas storage capacity; and

WHEREAS, Shipper desires to purchase and Panhandle desires to provide certain storage and
transportation service.

NOW, THEREFORE, Panhandle and Shipper do mutually agree as follows:

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder and
desires to have the volumes hereinafter set forth (Stored Volume) injected into the storage facilities
identified below for Shipper's account during the period of April 1 through October 31 (the Summer
Period) of each year of the term hereof, up to the Maximum Stored Quantity, set out below, which shall
be the maximum inventory Shipper may have injected into storage during the Summer Period and
maintained in storage hereunder at any given time. Stored Volumes are to be withdrawn from storage
and delivered to Shipper during the period November 1 through March 31 (Winter Period) of each year
pursuant to the terms and conditions of this Storage Agreement, all in accordance with Section 2 of Rate
Schedule WS.

This contract is for Market Area Storage _____

This contract is for Field Area Storage _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Stored Quantity _____ Dt.

Maximum Daily Injection Quantity _____ Dt./Day

Maximum Daily Withdrawal Quantity _____ Dt./Day

Storage Point Number _____

1.2 In each year of the term of this Storage Agreement, Shipper may elect to retain a portion of its Stored Volume as carry-over volume (Carry-over Volume) to be left in storage during the succeeding Summer Period and withdrawn in the succeeding Winter Period. Shipper may so retain up to 20% of its Maximum Stored Quantity for such carry-over without penalty. In the event the retained Carry-over Volume exceeds 20% of its Maximum Stored Quantity, Shipper shall be subject to an additional percentage retention of Gas as set forth in Section 1.3. The sum of the Carry-over Volume and the volumes delivered by Shipper for storage during any Summer Period shall not exceed Shipper's Maximum Stored Quantity set forth in Section 1.1 of this Storage Agreement.

1.3 Shipper agrees to furnish, in addition to volumes delivered into storage, a volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule WS of such volumes delivered for injection into storage in each year of the term hereof to be retained by Panhandle for use as compressor fuel, plus an additional volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule WS of volumes delivered to Shipper in each year of the term hereof to be retained by Panhandle for use as compressor fuel. No compressor fuel need be furnished for volumes carried over from any Winter Period unless Shipper retains more than 20% of its Maximum Stored Quantity in any year as Carry-over Volumes. In such event, pursuant to Section 1.2, such Carry-over Volumes in excess of 20% of Shipper's Maximum Stored Quantity shall be subject to a .25% additional compressor fuel retention by Panhandle.

1.4 Panhandle shall receive from Shipper and inject into storage each Month during the Summer Period Gas as nominated pursuant to the General Terms and Conditions.

1.5 Where Shipper has designated as the WS Point a point not located on Panhandle's system, then the maximum quantities for injection and withdrawal on any Day shall be subject to any restrictions or other limitations applicable to the lease or storage agreement between Panhandle and the owner or operator of the storage facility, in addition to the restrictions and limitations of this agreement and Rate Schedule WS.

ARTICLE 2 BILLING AND PAYMENT

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule WS and subject to the Regulations and Orders of the Commission. For example,

Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually injected, withdrawn or stored (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually injected, withdrawn or stored); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm capacity charge or deliverability charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MSQ and/or MDWQ, as applicable.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit A hereto.

ARTICLE 3 POINTS OF RECEIPT AND DELIVERY

During the Summer Period Gas shall be received by Panhandle from Shipper for injection into storage, and during the Winter Period the Stored Volume withdrawn for the account of Shipper hereunder shall be delivered to Shipper, at the WS Point as defined in the General Terms and Conditions on a firm basis.

ARTICLE 4 TERM

4.1 This Agreement shall be effective from the date first stated above. Panhandle shall provide firm storage service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

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

ARTICLE 6
SUCCESSION AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7
NOTICES

Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Storage Agreement and in the General Terms and Conditions of the Tariff and the Rate Schedules to which they apply, or any notices which either Panhandle or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the post office address of Panhandle or Shipper, or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as delivered when mailed by either registered or ordinary mail. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Storage Agreement
For
Firm Service
Under Rate Schedule WS
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.9 of Rate Schedule WS and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule WS set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule WS.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT A DATED: _____

RATE SCHEDULE PS
PEAKING STORAGE SERVICE
FORM OF STORAGE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between PANHANDLE EASTERN PIPE LINE COMPANY, LP ("Panhandle"), a Delaware Limited Partnership, and _____ ("Shipper"),

WITNESSETH:

WHEREAS, Panhandle has available underground Gas storage capacity; and

WHEREAS, Shipper desires to purchase and Panhandle desires to provide certain storage service on a firm basis.

NOW, THEREFORE, Panhandle and Shipper do mutually agree as follows:

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder and desires to have the volumes hereinafter set forth (Stored Volume) injected into storage for Shipper's account during the period of April 1 through October 31 (the Summer Period) of each year of the term hereof, up to the Maximum Stored Quantity, set out below, which shall be the maximum inventory Shipper may have injected into storage during the Summer Period and maintained in storage hereunder at any given time. Stored Volumes are to be withdrawn during the period November 1 through March 31 (Winter Period) of each year pursuant to the terms and conditions of this Storage Agreement, all in accordance with Section 2 of Rate Schedule PS.

<u>Month</u>	<u>Monthly Stored Volume (Dt.)</u>	<u>Average Daily Stored Volume (Dt./Day)</u>
--------------	--------------------------------------------	------------------------------------------------------

For each specified period of the Agreement:

Effective from: _____ Through: _____

April
May
June
July
August
September
October

Maximum Stored Quantity _____ Dt.

Maximum Daily Withdrawal Quantity _____ Dt./Day

Storage Point Number _____

In accordance with the above schedule, Shipper agrees that it shall provide and nominate for storage injection hereunder, during each Month of the Summer Period, a minimum of the Monthly Stored Quantity. Consistent with the attainment of the Maximum Stored Quantity prior to November 1 of any year, the parties may mutually agree to alter the Monthly Stored Volumes and Average Daily Stored Volumes from this Storage Agreement. Such alterations shall not result in adjustment to the Maximum Stored Quantity. Such alterations, when made, shall be consistent with the physical and operating capabilities of Panhandle. In the event that Shipper does not provide and nominate for storage injection hereunder, during any Month of the Summer Period, the Monthly Stored Volume set out above, then Panhandle shall have the right to inject Gas into its aggregated storage on Shipper's behalf equal to the shortfall and Shipper shall pay Panhandle as set out in Rate Schedule PS and the General Terms and Conditions.

1.2 In each year of the term of this Storage Agreement, Shipper may elect to retain a portion of its Stored Volume as carry-over volume (Carry-over Volume) to be left in storage during the succeeding Summer Period and delivered in the succeeding Winter Period. Shipper may so retain up to 20% of its Maximum Stored Quantity for such carry-over without penalty. In the event the retained Carry-over Volume exceeds 20% of its Maximum Stored Quantity, Shipper shall be subject to an additional percentage retention of Gas as set forth in Section 1.3. The sum of the Carry-over Volume and the volumes delivered by Shipper for storage during any Summer Period shall not exceed Shipper's Maximum Stored Quantity set forth in Section 1.1 of this Agreement.

1.3 Shipper agrees to furnish, in addition to volumes delivered for injection into storage, a volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule PS of such volumes delivered into storage in each year of the term hereof to be retained by Panhandle for use as compressor fuel, plus an additional volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule PS of volumes delivered to Shipper in each year of the term hereof to be retained by Panhandle for use as compressor fuel. No compressor fuel need be furnished for volumes carried over from any Winter Period unless Shipper retains more than 20% of its Maximum Stored Quantity in any year as Carry-over Volumes. In such event, pursuant to Section 1.2, such Carry-over Volumes in excess of 20% of Shipper's Maximum Stored Quantity shall be subject to a .25% additional compressor fuel retention by Panhandle.

1.4 Subject to paragraph 1.1, above, Panhandle shall receive from Shipper and inject into storage each Month during the Summer Period the Monthly Stored Volume at flow rates equal to the Average Daily Stored Volumes set out above; provided, however, Shipper and Panhandle may mutually agree to daily delivery volumes other than the Average Daily Stored Volume.

1.5 Where Shipper has designated as the PS Point a point not located on Panhandle's system, then the maximum quantities for injection and withdrawal on any Day shall be subject to any restrictions or other limitations applicable to the lease or storage agreement between Panhandle and the owner or operator of the storage facility, in addition to the restrictions and limitations of this Agreement and Rate Schedule PS.

ARTICLE 2 BILLING AND PAYMENT

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule PS and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually injected, withdrawn or stored (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually injected, withdrawn or stored); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm capacity charge or deliverability charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MSQ and/or MDWQ, as applicable.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit A hereto.

ARTICLE 3
POINTS OF RECEIPT AND DELIVERY

During the Summer Period, Panhandle shall receive Gas for injection into Storage and, during the Winter Period, the Stored Volume withdrawn for the account of Shipper hereunder shall be delivered at the PS Point as defined in the General Terms and Conditions.

ARTICLE 4
TERM

4.1 This Agreement shall be effective from the date first stated above. Panhandle shall provide firm storage service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

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

ARTICLE 6
SUCCESSION AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7
NOTICES

7.1 Except as otherwise specified, any notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as either shall designate by formal written notice. Routine communications and bills, (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Storage Agreement
For
Firm Service
Under Rate Schedule PS
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 4.9 of Rate Schedule PS and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule PS set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule PS.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT A DATED: _____

RATE SCHEDULE FS
FLEXIBLE STORAGE SERVICE
FORM OF STORAGE AGREEMENT

THIS STORAGE AGREEMENT, made and entered into this ____ day of _____, _____, by and between PANHANDLE EASTERN PIPE LINE COMPANY, LP ("Panhandle"), a Delaware Limited Partnership, and _____ ("Shipper"),

WITNESSETH:

WHEREAS, Panhandle has available underground Gas storage capacity; and

WHEREAS, Shipper desires to purchase and Panhandle desires to provide certain storage and transportation service.

NOW, THEREFORE, Panhandle and Shipper do mutually agree as follows:

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder and desires to have the volumes hereinafter set forth (Stored Volume) injected into the storage facilities identified below for Shipper's account during the term hereof, up to the Maximum Stored Quantity, set out below, which shall be the maximum inventory Shipper may have injected into storage during the Injection Period as defined below and maintained in storage hereunder at any given time. Stored Volumes are to be withdrawn from storage and delivered to Shipper during the Withdrawal Period as defined below pursuant to the terms and conditions of this Storage Agreement, all in accordance with Section 2 of Rate Schedule FS and as restricted by the volumes and percentages set out below.

This contract is for Market Area Storage _____

This contract is for Field Area Storage _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Stored Quantity _____ Dt.

Maximum Daily Injection Quantity _____ Dt./Day

Maximum Daily Withdrawal Quantity _____ Dt./Day

Storage Point Number _____

Percentage of Stored Volume
to the
Maximum Stored Quantity

100 % - ____ %
< ____ % - ____ %
< ____ % - 0 %

Available Withdrawal Quantities

100% of MDWQ = _____ Dt./day
% of MDWQ = _____ Dt./day
% of MDWQ = _____ Dt./day

1.2 In each year of the term of this Storage Agreement, Shipper may elect to retain a portion of its Stored Volume as carry-over volume (Carry-over Volume) to be left in storage during the succeeding Injection Period as set forth herein and withdrawn in the succeeding Withdrawal Period as set forth herein. Shipper may so retain up to 20% of its Maximum Stored Quantity for such carry-over without penalty. In the event the retained Carry-over Volume exceeds 20% of its Maximum Stored Quantity, Shipper will be subject to an additional percentage retention of Gas as set forth in Section 1.3. The sum of the Carry-over Volume and the volumes delivered by Shipper for storage during any period shall not exceed Shipper's Maximum Stored Quantity set forth in Section 1.1 of this Storage Agreement.

1.3 Shipper agrees to furnish, in addition to volumes delivered into storage, a volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule FS of such volumes delivered for injection into storage in each year of the term hereof to be retained by Panhandle for use as compressor fuel, plus an additional volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule FS of volumes delivered to Shipper in each year of the term hereof to be retained by Panhandle for use as compressor fuel. No compressor fuel need be furnished for volumes carried over from any Withdrawal Period as set forth herein unless Shipper retains more than 20% of its Maximum Stored Quantity in any year as Carry-over Volumes. In such event, pursuant to Section 1.2, such Carry-over Volumes in excess of 20% of Shipper's Maximum Stored Quantity shall be subject to a .25% additional compressor fuel retention by Panhandle.

1.4 Panhandle shall receive from Shipper and inject into storage each month during the Injection Period as set forth herein, Gas as nominated pursuant to the General Terms and Conditions.

1.5 Where Shipper has designated as the WS Point a point not located on Panhandle's system, then the maximum quantities for injection and withdrawal on any Day shall be subject to any restrictions or other limitations applicable to the lease or storage agreement between Panhandle and the owner or operator of the storage facility, in addition to the restrictions and limitations of this agreement and Rate Schedule FS.

ARTICLE 2 BILLING AND PAYMENT

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule FS and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually injected, withdrawn or stored (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually injected, withdrawn or stored); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm capacity charge or deliverability charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MSQ and/or MDWQ, as applicable.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit A hereto.

ARTICLE 3
POINTS OF RECEIPT AND DELIVERY

During the Injection Period Gas shall be received by Panhandle from Shipper for injection into storage and during the Withdrawal Period the Stored Volume withdrawn for the account of Shipper hereunder shall be delivered to Shipper, at the WS Point as defined in the General Terms and Conditions on a firm basis.

ARTICLE 4
TERM

4.1 This Agreement shall be effective from the date first stated above. Panhandle shall provide firm storage service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

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

ARTICLE 6
SUCCESSION AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, except as provided in Section 15 of the General Terms and Conditions, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7
NOTICES

Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Storage Agreement and in the General Terms and Conditions of the Tariff and the Rate Schedules to which they apply, or any notices which either Panhandle or Shipper may desire to give to

the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the post office address of Panhandle or Shipper, or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as delivered when mailed by either registered or ordinary mail. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Storage Agreement
For
Firm Service
Under Rate Schedule FS
Contract No. _____

NEGOTIATED RATE AGREEMENT

Shipper agrees to the Negotiated Rate option in accordance with Section 3.9 of Rate Schedule FS and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. Shipper acknowledges that this election is an alternative to the billing of charges for Rate Schedule FS set forth on the Currently Effective Rates, as revised from time to time. Shipper also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule FS.

Specification of Negotiated Rate:

SHIPPER: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT A DATED: _____

RATE SCHEDULE DVS
DELIVERY VARIANCE SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "DVS Party"),

DVS Party represents and warrants that DVS Party conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

DVS Party - Shipper (Article 1.1(a),(b) and (c) apply) _____

DVS Party - Delivery Point operator (Article 1.1 (a) and (b) apply) _____

In consideration of the mutual covenants and agreements as herein set forth, both Panhandle and DVS
Party covenant and agree as follows:

ARTICLE 1 - SERVICE

1.1 DVS Party agrees to purchase the Delivery Variance Service offered by Panhandle and
desires to have Panhandle manage on a firm basis the daily scheduling variances at a single Point of
Delivery up to the Maximum Daily Variance Quantity (MDVQ) as follows:

(a) Maximum Daily Variance Quantity (MDVQ) _____ Dt.

(b) Description of Point of Delivery: _____

(c) Underlying Transportation Service Agreement(s): _____

1.2 The MDVQ shall not entitle the Shipper to take Quantities in excess of the MDCQ of the underlying Transportation Agreement(s).

1.3 If the DVS Party is a Shipper and the daily scheduling variance at the Point of Delivery exceeds the tolerance level, the MDVQ shall be added to the absolute value of the Shipper's calculated tolerance Quantity for the underlying Transportation Agreement(s) as provided under Section 12.11(h) of the General Terms and Conditions. Any variance then remaining shall be allocated back to the underlying Transportation Agreement(s) and shall be subject to the daily scheduling charge.

1.4 If the DVS Party operates a Point of Delivery, the MDVQ shall be added to the absolute value of the calculated tolerance Quantity for the delivery meter as provided in Section 12.11(h) of the General Terms and Conditions. Any variance then remaining shall be allocated back to the underlying Transportation Agreement(s) based on the predetermined allocation methodology for the designated Point of Delivery and shall be subject to the daily scheduling charge.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide firm delivery variance service for the DVS Party pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 3 - RATES AND CHARGES

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

From time to time Panhandle and DVS Party may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule DVS and subject to the Regulations and Orders of the Commission. For example, Panhandle and DVS Party may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Point(s) of Delivery, mainline segments, transportation paths or defined geographical areas; (e) in a specified relationship to the Quantities actually delivered (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually delivered at the specified Point of Delivery); or (f) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point

differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted. To the extent the firm reservation charge is discounted, the index price differential rate formula shall be calculated to state a rate per unit of MDVQ.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and DVS Party.

From time to time Panhandle and Shipper may agree to a Negotiated Rate for a specified term for service hereunder. Provisions governing such Negotiated Rate and term shall be set forth on Exhibit A hereto.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule DVS of the Quantity of Gas applied to the Delivery Variance Service each Day, for reimbursement in kind from DVS Party for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or DVS Party by merger, consolidation or acquisition. Either Panhandle or DVS Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor DVS Party shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOTICES

Except as otherwise specified, any notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or DVS Party may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and DVS Party are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other:

Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

DVS PARTY

Billing:

Nomination and
Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and DVS Party have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

DVS PARTY:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Transportation Agreement
For
Firm Service
Under Rate Schedule DVS
Contract No. _____

NEGOTIATED RATE AGREEMENT

DVS Party agrees to the Negotiated Rate option in accordance with Section 3.6 of Rate Schedule DVS and notifies Panhandle that it desires to be billed, and agrees to pay, the charges specified below for the period commencing _____, _____ and continuing until _____, _____. DVS Party acknowledges that this election is an alternative to the billing of charges for Rate Schedule DVS set forth on the Currently Effective Rates, as revised from time to time. DVS Party also acknowledges that its election constitutes waiver of its reliance on and its right to use the recourse rates which are available to it under the Rate Schedule DVS.

Specification of Negotiated Rate:

DVS PARTY: _____

BY: _____

(Please type or print name)

PANHANDLE EASTERN PIPE LINE COMPANY, LP

BY: _____

(Please type or print name)

DATED: _____

SUPERSEDES EXHIBIT A DATED: _____

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

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

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on
a capacity available basis, quantities of Natural Gas up to the daily quantities (Dt./Day), which shall
constitute the Maximum Daily Contract Quantity, stated on Exhibit A.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received
quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-
effective, applicable rates and charges under Panhandle's Rate Schedule IT.

Exhibit A hereto states the Point(s) of Receipt and Delivery. Exhibit A may be revised from time
to time by written agreement between Panhandle and Shipper and, as may be revised, is by this
reference incorporated in its entirety into this Agreement and made an integral part hereof.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a
Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to
accept a completely separate Gathering service. By designating an interruptible Point(s) of Receipt or

interruptible Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities as defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such interruptible Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide interruptible Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 - RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule IT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Interruptible Service
Under Rate Schedule IT

and _____

Contract No. _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	---------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
-----------------	-------------------------------	---------------------	---------------------------------------	------------------------------------

Effective from: _____ Through: _____

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	----------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
-----------------	-------------------------------	---------------------	---------------------------------------	------------------------------------

Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Interruptible Service
Under Rate Schedule IT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ Through _____: _____ (Dt./Day)

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Point(s) of Delivery

<u>Seq. No.</u>	<u>Redelivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from:	_____	Through:	_____		

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from:	_____	Through:	_____	

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule IT

Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

RATE SCHEDULE EIT
ENHANCED INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF TRANSPORTATION AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____
Section 284.221 (284G - Interstate Pipelines and Others) _____

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

ARTICLE 1 - SERVICE

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point of Delivery, on a
capacity available basis, quantities of Natural Gas up to the daily quantities (Dt./Day), which shall
constitute the Maximum Daily Contract Quantity, stated on Exhibit A.

The Maximum Daily Contract Quantity is stated in delivered quantities, for which received
quantities must be adjusted for fuel usage and lost or unaccounted for Gas as set out in the then-
effective, applicable rates and charges under Panhandle's Rate Schedule EIT.

Exhibit A hereto states the Point(s) of Receipt and the Point(s) of Delivery. Exhibit A may be
revised from time to time by written agreement between Panhandle and Shipper and, as may be
revised, is by this reference incorporated in its entirety into this Agreement and made an integral part
hereof.

Shipper recognizes that no Point(s) of Receipt or Point(s) of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering facilities, unless Shipper agrees to accept a completely separate Gathering service. By designating an interruptible Point(s) of Receipt or interruptible Point(s) of Delivery hereunder which is located only on Panhandle's Gathering facilities as defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such interruptible Gathering service.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide interruptible Transportation service for Shipper pursuant to this Agreement for the term stated on Exhibit A.

ARTICLE 3 - RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule EIT and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) only to specified Points of Receipt, Points of Delivery, mainline segments, transportation paths or defined geographical areas; (e) only to production reserves committed by the Shipper; (f) in a specified relationship to the Quantities actually transported (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually transported); or (g) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage provided pursuant to Rate Schedule EIT of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Interruptible Service
Under Rate Schedule EIT

and _____

Contract No. _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule EIT

Point(s) of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Transportation Agreement
For
Interruptible Service
Under Rate Schedule EIT

Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from:	_____	Through:	_____		

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Description of Facilities</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from:	_____	Through:	_____		

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
EXHIBIT A

Transportation Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Interruptible Service
Under Rate Schedule EIT

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

Maximum Daily Contract Quantity for each specified period of the Agreement:

Effective from _____ through _____: _____ (Dt./Day)

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For
 Interruptible Service
 Under Rate Schedule EIT

Point(s) of Delivery

<u>Seq. No.</u>	<u>Redelivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

SUPERSEDING
 EXHIBIT A

Transportation Agreement
 For
 Interruptible Service
 Under Rate Schedule EIT

Point(s) of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
-----------------	----------------------	---------------------------------------------	---------------	--------------	------------------

Effective from: _____ Through: _____

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Effective from: _____ Through: _____

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

RATE SCHEDULE IIOS
INTERRUPTIBLE IN/OUT STORAGE SERVICE
FORM OF STORAGE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, _____, by and between PANHANDLE EASTERN PIPE LINE COMPANY, LP ("Panhandle"), a Delaware Limited Partnership, and _____ ("Shipper"),

WITNESSETH:

WHEREAS, Shipper desires to purchase and Panhandle desires to provide certain storage service on a capacity available basis.

NOW, THEREFORE, Panhandle and Shipper do mutually agree as follows:

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder and desires to have certain volumes hereinafter set forth (Stored Volume) delivered into storage for Shipper's account during the term hereof, up to the Maximum Stored Quantity, set out below, which shall be the maximum inventory Shipper may maintain in storage hereunder at any given time. Injections shall be made in accordance with Shipper's nominations, but Panhandle will not be required to inject Gas in excess of the Maximum Daily Injection Quantity. At no time shall Shipper's Stored Volume exceed its Maximum Stored Quantity. Stored Volumes are to be delivered in accordance with Shipper's nominations pursuant to the terms and conditions of this Agreement, all in accordance with Section 2 of Rate Schedule IIOS.

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Stored Quantity _____ Dt.

Maximum Daily Injection Quantity _____ Dt./Day

Maximum Daily Withdrawal Quantity _____ Dt./Day

Storage Point Number _____

1.2 Shipper shall have the right to nominate for delivery to it at the IOS Point, as described in Rate Schedule IOS, on an interruptible basis, any portion of its Stored Volume, up to the Maximum Daily Withdrawal Quantity, on any Day during the term hereof. In no event shall volumes delivered hereunder to Shipper ever exceed Shipper's Stored Volume as defined in Section 1.1. Panhandle shall not be required to deliver quantities of Gas on any Day for which there is insufficient available capacity under Transportation Agreements to which Shipper has a right to deliver Gas at the IOS Point.

1.3 Transporter shall retain, as Fuel Reimbursement, the percentages of Gas injected and withdrawn hereunder, as set forth on the Currently Effective Rates for Rate Schedule IIOS.

ARTICLE 2 BILLING AND PAYMENT

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IIOS and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually stored (i.e., that the rates shall be adjusted in a specified relationship to the actual Stored Quantity); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 3
POINT OF DELIVERY

3.1 All volumes delivered to Shipper hereunder shall be delivered at the IOS Point, as described in Rate Schedule IOS.

ARTICLE 4
TERM

4.1 This Agreement shall be effective from the date first stated above. Panhandle shall provide interruptible storage service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 5
GENERAL TERMS AND CONDITIONS

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

ARTICLE 6
MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7
NOTICES

7.1 Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered

when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

RATE SCHEDULE IWS
INTERRUPTIBLE WINTER STORAGE SERVICE
FORM OF STORAGE AGREEMENT

THIS STORAGE AGREEMENT, made and entered into this _____ day of _____, _____, by and between PANHANDLE EASTERN PIPE LINE COMPANY, LP ("Panhandle"), a Delaware Limited Partnership, and ("Shipper"),

WITNESSETH:

WHEREAS, Shipper desires to purchase and Panhandle desires to provide certain storage and transportation service on a capacity available basis.

NOW, THEREFORE, Panhandle and Shipper do mutually agree as follows:

ARTICLE 1
DELIVERY OF THE STORED VOLUME

1.1 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder on an interruptible basis and may nominate for storage hereunder certain volumes of Gas (Stored Volume), up to a Maximum Stored Quantity, set out below. Nominations for injection into the storage facilities identified below may be made for the period of April 1 through October 31 (the Summer Period) of each year of the term hereof, under Transportation Agreements designated by Shipper. Stored Volumes are to be delivered to Shipper during the period November 1 through March 31 (Winter Period) of each year pursuant to the terms and conditions of this Storage Agreement, all in accordance with Section 2 of Rate Schedule IWS.

This contract is for Market Area Storage _____

This contract is for Field Area Storage _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Stored Quantity _____ Dt.

Maximum Daily Injection Quantity _____ Dt./Day

Maximum Daily Withdrawal Quantity _____ Dt./Day

Storage Point Number _____

1.2 In each year of the term of this Storage Agreement, Shipper may elect to retain a portion of its Stored Volume as carry-over volume (Carry-over Volume) to be left in storage during the succeeding Summer Period and withdrawn in the succeeding Winter Period. Shipper may so retain up to 20% of its Maximum Stored Quantity for such carry-over without penalty. In the event the retained Carry-over Volume exceeds 20% of its Maximum Stored Quantity, Shipper shall be subject to an additional percentage retention of Gas as set forth in Section 1.3. The sum of the Carry-over Volume and the volumes delivered by Shipper for storage during any Summer Period shall not exceed Shipper's Maximum Stored Quantity set forth in Section 1.1 of this Storage Agreement.

1.3 Shipper agrees to furnish, in addition to volumes delivered into storage, a volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule IWS of such volumes injected into storage in each year of the term hereof to be retained by Panhandle for use as compressor fuel, plus an additional volume of Gas equal to the percentage set out in the Currently Effective Rates for Rate Schedule IWS of such volumes delivered to Shipper in each year of the term hereof to be retained by Panhandle for use as compressor fuel. No compressor fuel need be furnished for volumes carried over from any Winter Period unless Shipper retains more than 20% of its Maximum Stored Quantity in any year as Carry-over Volumes. In such event, pursuant to Section 1.2, such Carry-over Volumes in excess of 20% of Shipper's Maximum Stored Quantity shall be subject to a .25% additional compressor fuel retention by Panhandle.

1.4 Where Shipper has designated as the WS Point a point not located on Panhandle's system, then the maximum quantities for injection and withdrawal on any Day shall be subject to any restrictions or other limitations applicable to the lease or storage agreement between Panhandle and the owner or operator of the storage facility, in addition to the restrictions and limitations of this agreement and Rate Schedule IWS.

ARTICLE 2 BILLING AND PAYMENT

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule IWS and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually stored (i.e., that the rates shall be adjusted in a specified

relationship to the actual Stored Quantity); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. 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 Panhandle's Maximum Rates 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 rates. 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. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 3 POINTS OF RECEIPT AND DELIVERY

During the Summer Period, Gas shall be received for injection into Storage and, during the Winter Period, the Stored Volume withdrawn for the account of Shipper hereunder shall be delivered at the WS Point, as defined in the General Terms and Conditions on an interruptible basis.

ARTICLE 4 TERM

4.1 This Agreement shall be effective from the date first stated above. Panhandle shall provide interruptible storage service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 5 GENERAL TERMS AND CONDITIONS

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

ARTICLE 6
SUCCESSION AND ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7
NOTICES

Except as herein otherwise provided, any notice, request, demand, statement or bill provided for in this Storage Agreement and in the General Terms and Conditions of the Tariff and the Rate Schedules to which they apply, or any notices which either Panhandle or Shipper may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered mail to the post office address of Panhandle or Shipper, or at such other address as either shall designate by formal written notice. Routine communications, including monthly statements and payments, shall be considered as delivered when mailed by either registered or ordinary mail. The post office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other:

Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

RATE SCHEDULE GPS
GAS PARKING SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP, (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

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

ARTICLE 1 - SERVICE

1.1 Panhandle agrees to receive Gas for the Parking Account of Shipper and park, on an
interruptible and capacity available basis, quantities of Natural Gas at any specified Parking point(s) on
the Master Parking Point List as posted on the Messenger® system at any time up to the Maximum
Parked Quantity as follows:

Maximum Parked Quantity _____ Dt.

Shipper elects for Panhandle to manage its parking service at the following Pool Point:

Pool Point _____ Pooling Transportation Agreement _____

At no time shall Shipper's parked quantity exceed its Maximum Parked Quantity unless mutually
agreed to by both parties in writing. Parked Quantities are to be delivered in accordance with Shipper's
nominations pursuant to the terms and conditions of this agreement and Section 2 of Rate Schedule
GPS.

1.2 Shipper shall have the right to nominate for delivery to it at the specific Parking Point(s), as described in Rate Schedule GPS, on an interruptible basis, any portion of its Parked Quantity, up to the Maximum Parked Quantity, on any Day during the term hereof. In no event shall quantities delivered hereunder to Shipper ever exceed Shipper's Parked Quantity as defined in Section 1.1. Panhandle shall not be required to receive or deliver quantities of Gas on any Day for which there is insufficient available capacity under Shipper's Transportation Agreements to deliver Gas to or receive Gas from the Parking Point(s).

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above. Panhandle shall provide interruptible Parking service for Shipper pursuant to this Agreement from _____ until _____, when the term of this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and Conditions.

ARTICLE 3 - RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule GPS and subject to the Regulations and Orders of the Commission. For example, Panhandle and Shipper may agree that a specified discounted rate shall apply: (a) only to certain Quantities under this Agreement; (b) only if specified Quantity levels are actually achieved or only with respect to Quantities below a specified level; (c) only during specified time periods; (d) in a specified relationship to the Quantities actually parked (i.e., that the rates shall be adjusted in a specified relationship to Quantities actually parked); or (e) based on published index prices for specific receipt or delivery points or other agreed upon pricing reference points for price determination (Such discounted rate may be based on the published index price point differential or arrived at by formula. Any service agreement containing an index based discount will identify what rate component is discounted.); provided, however, that any such discounted rate set forth above shall be between the Maximum Rate and Minimum Rate applicable to the service provided under this Agreement. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 4 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 5 - SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 6 - NOMINATIONS AND NOTICES

Periodic nominations of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions. Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

RATE SCHEDULE GDS
GENERAL DELIVERY SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____
Section 284.221 (284G - Interstate Pipelines and Others) _____

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

ARTICLE 1
SERVICE

1.1 Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point of Delivery,
on a firm basis adjusted for fuel, quantities of Natural Gas up to the daily quantities (Dt./Day), which
shall constitute the Maximum Daily Contract Quantity (MDCQ), stated on Exhibit A.

1.2 Shipper hereby agrees to purchase the storage service offered by Panhandle hereunder and
may desire to have certain volumes (Stored Volume) delivered into storage for Shipper's account during
the term hereof, up to the Maximum Stored Quantity, stated on Exhibit A, which shall be the maximum
inventory Shipper may maintain in storage hereunder at any given time. Injections shall be made in
accordance with the monthly operating plan described herein below. At no time shall Shipper's Stored
Volume exceed its Maximum Stored Quantity. Stored Volumes are to be withdrawn and delivered

pursuant to the terms and conditions of this Agreement, and in accordance with Section 2 of Rate Schedule IOS and Section 2 of an eligible Storage Agreement under Rate Schedule FS.

1.3 Exhibit A hereto states the Point(s) of Receipt and the Point of Delivery. Exhibit A may be revised from time to time by written agreement between Panhandle and Shipper and, as may be revised, is by this reference incorporated in its entirety into this Agreement and made an integral part hereof. Shipper's Maximum Daily Contract Quantity shall be assigned among the Primary Point(s) of Receipt set out on Exhibit A. Such assignment may be changed, subject to the availability of capacity, in accordance with the General Terms and Conditions.

1.4 Exhibit B hereto sets out a description of the Rate Schedule EFT, SCT, IOS, and, if applicable WS, PS and FS Agreements which underlie the service to be provided hereunder.

1.5 Shipper recognizes that no Point(s) of Receipt or Point of Delivery hereunder shall include a Point(s) of Receipt or Point(s) of Delivery on Panhandle's Gathering System, unless Shipper agrees to accept a completely separate Gathering service. By designating a firm Point(s) of Receipt or firm Point of Delivery hereunder which is only available as a Gathering Point(s) of Receipt or Gathering Point of Delivery, as those terms are defined in the General Terms and Conditions of Panhandle's currently effective FERC Gas Tariff, Shipper shall be deemed to have requested such firm Gathering service.

ARTICLE 2 TERM

A. This Agreement shall be effective from the date first stated above. Panhandle shall provide firm service for Shipper pursuant to this Agreement from _____ until the earlier of; the first Day of the Month following six months after notification in writing from Shipper to Panhandle that the underlying transportation and storage capacity governed by this Agreement are to be administered pursuant to the Rate Schedules EFT, SCT and IOS or Rate Schedule FS, if eligible, (and WS, PS and/or other FS) agreements under which Shipper's firm capacity on Panhandle's system was contracted (the underlying Service Agreements), or the date either the underlying Transportation or Storage Agreement governed by Rate Schedule EFT, SCT, IOS or an eligible Storage Agreement under Rate Schedule FS expires or is terminated. It is the intention of the parties that while this Agreement is in effect it shall be construed, wherever possible, to operate in conjunction with the underlying Service Agreements. In cases of conflict the terms of this Agreement shall govern.

B. Notwithstanding the above provisions of this Article 2, Panhandle shall have the right to terminate service hereunder, pursuant to any effective provisions for termination of this Agreement or any of the underlying Service Agreements by Panhandle as stated in Rate Schedules GDS, EFT, IOS, FS or the General Terms and Conditions.

ARTICLE 3 RATES AND CHARGES

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

From time to time Panhandle and Shipper may agree in writing, on a level of discount of the otherwise applicable rates and charges hereunder, pursuant to the effective applicable provisions of Rate Schedule GDS and subject to the Regulations and Orders of the Commission. Any discount(s) shall be effective only on a prospective basis and as specified in the written agreement between Panhandle and Shipper.

ARTICLE 4 FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3, Panhandle shall retain the percentage as stated on Exhibit A hereto (or succeeding effective percentage) of the quantities received from Shipper hereunder, for reimbursement in kind from Shipper for fuel usage and unaccounted-for line loss.

ARTICLE 5 GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign

or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 7 OPERATING PLAN

7.1 Periodic scheduling of the quantities of service requested hereunder must be provided by Shipper to Panhandle, at the times and according to the procedures specified in the General Terms and Conditions.

7.2 For each Month during the term of this Agreement, Panhandle and Shipper shall develop a monthly operating plan wherein Shipper shall provide Panhandle with Shipper's nomination of Gas to be received by Panhandle in accordance with Shipper's underlying Rate Schedule EFT or SCT Agreement(s) and the Gas to be injected into or withdrawn from storage in accordance with its underlying Rate Schedule IOS Agreement or an eligible Rate Schedule FS Agreement.

If Shipper has delivered sufficient Gas to Panhandle (either as EFT (or SCT) receipts or as Stored Volume) Shipper shall be entitled to take each Day, at the Point of Delivery, the Maximum Daily Contract Quantity stated on Exhibit A (as adjusted according to Article 8, below). As a part of the monthly operating plan described above, Panhandle shall advise Shipper each Month as to the daily minimum take that would be required to maintain Shipper's Rate Schedule EFT (or SCT) service in balance. As a part of the monthly operating plan, Shipper shall provide Panhandle with a storage use priority scheme (the order in which to apply delivery volumes to the component services). If Shipper fails to provide Panhandle with a storage use priority scheme prior to five Days before the beginning of a Month Panhandle shall use the following schemes

- | | |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| November through March | <ol style="list-style-type: none">1) EFT or SCT, up to receipt nominations2) WS withdrawals (if applicable)3) PS withdrawals (if applicable)4) FS withdrawals (if applicable)5) IOS or eligible FS withdrawals/injections |
| April through October - | <ol style="list-style-type: none">1) PS injection (if applicable)2) FS injection (if applicable)3) WS injection (if applicable)4) EFT or SCT deliveries5) IOS or eligible FS injections/withdrawals |

7.3 During each Month hereunder Panhandle shall be entitled to inject Gas into IOS or eligible FS storage (if Shipper has delivered sufficient Gas to Panhandle) and/or withdraw Gas from IOS or eligible FS storage for Shipper's account, in accordance with the operating plan, without further nominations from Shipper. In the event that imbalances or overruns occur due to insufficient confirmed receipts, insufficient IOS or eligible FS Stored Volume, insufficient available storage capacity or any other reason, the balancing and/or Overrun Charges and Unauthorized Overrun Penalties set out in the underlying agreements, in Rate Schedule GDS and the General Terms and Conditions shall be applicable and shall be paid by Shipper.

ARTICLE 8 - OTHER SERVICES

Shipper shall be entitled to include in the services governed by this Agreement storage services for which Shipper shall have contracted with Panhandle pursuant to Rate Schedules WS, PS and/or FS, along with Seasonal Storage Related Transportation service under Rate Schedule EFT (or SCT). Any such inclusion shall be made effective the date first written above or effective April 1 of any year wherein the stated term of this Agreement shall have at least one year remaining. If such services are included herein all obligations of Shipper under the underlying Rate Schedules WS, PS and/or FS (and EFT or SCT) agreements shall remain in force, consistent with Panhandle's authorization to withdraw Gas from such storage during the period November through March without further nominations from Shipper and to inject Gas during the period April through October, including the use of the related transportation service, in order to keep Shipper's takes from Panhandle balanced with Shipper's deliveries to Panhandle.

Where such services have been included herein they shall be taken into account in the monthly operating plan and the maximum quantity Shipper may take shall be adjusted, for the period November through March of any Contract Year, to reflect storage related deliverability, and for the period April through October of any Contract Year to reflect storage injection capability of Rate Schedules WS and FS service and injection requirements related to Rate Schedule PS storage injections.

ARTICLE 9 - NOTICES

Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule GDS

and _____

Contract No. _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Daily Contract Quantity (Dt./Day) _____

Maximum Stored Quantity _____ Dt.

EXHIBIT A

Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule GDS

and _____

Contract No. _____

Point of Delivery

<u>Seq. No.</u>	<u>Redelivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

SUPERSEDING
EXHIBIT A

Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule GDS

and _____

Contract No. _____

Effective Date _____

Supersedes Exhibit A dated _____

For each specified period of the Agreement:

Effective from: _____ Through: _____

Maximum Daily Contract Quantity (Dt./Day) _____

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____,
(Date)

EXECUTED _____,
(Date)

SUPERSEDING
EXHIBIT A

Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule GDS

and _____

Contract No. _____

Point of Delivery

<u>Seq. No.</u>	<u>Redelivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>
Effective from: _____		Through: _____			

Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
Effective from: _____		Through: _____		

EXHIBIT B

Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Firm Service
Under Rate Schedule GDS

and _____

Contract No. _____

[Description of Contract EFT]

[Description of Contract SCT]

[Description of Contract IOS or eligible FS]

[Description of Contract PS and related transportation]

[Description of Contract WS and related transportation]

[Description of Contract FS and related transportation]

RATE SCHEDULE TBS
TRANSPORTATION BALANCING SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT, made and entered into as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Shipper"),

Shipper represents and warrants that Shipper conforms to the requirements of 18 C.F.R.

Section 284.102 (284B - Intrastate Pipelines or Local Distribution Companies) _____

Section 284.221 (284G - Interstate Pipelines and Others) _____

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

ARTICLE 1
SERVICE

1.1 Panhandle and Shipper are parties to the Storage Agreement set forth on Exhibit A hereto,
pursuant to Rate Schedule IOS or FS, as applicable, of Panhandle's FERC Gas Tariff (the "Storage
Agreement"). In order for Shipper or other Shippers to receive service under designated Transportation
Agreements in a manner calculated to maintain nominations, receipts and deliveries in balance to the
extent permitted by Shipper's capacity and Stored Volume under the Storage Agreement, Panhandle
and Shipper agree as follows:

- (a) On any Day wherein Gas is nominated and scheduled for Transportation under any of
the designated Transportation Agreements and the Quantities of Gas delivered vary
from the Quantities of Gas nominated by Shippers under the designated Transportation
Agreements, the Tolerance level applicable to each such contract shall be increased by a
sufficient quantity for each such Transportation Agreement to be within Tolerance, up
to the quantity afforded by the MDWQ, MDIQ and the available Stored Volume and
available Maximum Stored Quantity of the Storage Agreement, without further notice
or nominations from Shipper.

- (b) For any Month wherein Gas is nominated and scheduled for Transportation under the designated Transportation Agreements and the Quantities of Gas delivered vary from the Quantities of Gas received by Panhandle for the account of Shippers under the designated Transportation Agreements, Panhandle shall schedule withdrawals and or injections of Gas pursuant to the Storage Agreement in quantities sufficient to bring delivered and received Quantities of Gas within the MAIQ of such Shippers' firm Transportation Agreements or the MMIQ of such Shippers' interruptible Transportation Agreements (as defined in Section 12.11 of the General Terms and Conditions of Panhandle's Tariff), without further notice or nominations from Shipper.

1.2 All of the activity pursuant to the Storage Agreement to be effected by Panhandle for balancing purposes hereunder shall be subject to Shipper's Stored Volume, available Maximum Stored Quantity, MDIQ and MDWQ. This agreement does not supersede any of the provisions of the designated Transportation Agreements or the Rate Schedules and General Terms and Conditions of Panhandle's Tariff with respect to balancing. In the event that imbalances or overruns occur due to insufficient confirmed receipts, insufficient IOS Stored Volume, insufficient available storage capacity or any other reason, the balancing and/or Overrun Charges and Unauthorized Overrun Penalties set out in the underlying agreements and the General Terms and Conditions shall be applicable and shall be paid by Shippers under the designated Transportation Agreements.

ARTICLE 2 TERM

A. This Agreement shall be effective from the date first stated above. Panhandle shall provide transportation balancing service for Shipper pursuant to this Agreement from _____ until the earlier of: the first Day of the Month following six months after notification of cancellation in writing from Shipper to Panhandle, or the date the Storage Agreement expires or is terminated.

B. Notwithstanding the above provisions of this Article 2, Panhandle shall have the right to terminate service hereunder, pursuant to any effective provisions for termination of this Agreement or of the underlying Service Agreement by Panhandle as stated in Rate Schedule IOS or FS, as applicable, or the General Terms and Conditions.

ARTICLE 3 RATES AND CHARGES

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

ARTICLE 4
GENERAL TERMS AND CONDITIONS

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

ARTICLE 5
SUCCESSION AND ASSIGNMENTS

This Agreement shall be binding upon and inure to the benefit of any successor(s) to either Panhandle or Shipper by merger, consolidation or acquisition. Either Panhandle or Shipper may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, neither Panhandle nor Shipper shall assign this Agreement or its rights hereunder without first having obtained the formal written consent of the other(s).

ARTICLE 6 - NOTICES

Except as otherwise specified, any other notice, request, demand, statement or bill provided for in the General Terms and Conditions and any other notice which either Panhandle or Shipper may desire to give to the other(s), shall be in writing and shall be considered as duly delivered when mailed by registered mail to the Post Office address of the other(s), or at such other address as may be designated by formal written notice. Routine communications and bills (but excluding payments otherwise provided for in the General Terms and Conditions) shall be considered as duly delivered when mailed by registered or ordinary mail or an equivalent. The Post Office addresses of both Panhandle and Shipper are as follows:

ARTICLE 7 - DESIGNATION

No later than 5 Business Days prior to the beginning of each Month during the term hereof, Shipper shall designate to Panhandle, in writing, the Transportation Agreements to which balancing services hereunder shall apply for such Month.

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and Scheduling: Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

Pipeline Emergencies:
(Not to be used for any other purpose) Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other: Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

SHIPPER

Billing:

Nomination and Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Agreement
Between
Panhandle Eastern Pipe Line Company, LP
For
Transportation Balancing Service
Under Rate Schedule TBS

and _____

Contract No. _____

Storage Agreement: _____

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT is made effective as of the _____ day of _____,
_____, by and between:

PANHANDLE EASTERN PIPE LINE COMPANY, LP (hereinafter called "Panhandle"), a Delaware
Limited Partnership,

and

(hereinafter called "Replacement Shipper").

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

ARTICLE 1 - SERVICE

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

Panhandle agrees to receive at the Point(s) of Receipt and deliver at the Point(s) of Delivery, on
a firm basis, Quantities of Natural Gas up to the Maximum Daily Contract Quantity and/or Maximum
Stored Quantity obtained from the Releasing Shipper. The Maximum Daily Contract Quantity is stated in
delivered Quantities, for which received Quantities must be adjusted for fuel usage and lost or
unaccounted for Gas as set out in the then-effective, applicable rates and charges under Panhandle's
Rate Schedules applicable to the Releasing Shipper.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above until _____,
when this Agreement shall expire, unless extended pursuant to Section 7.7 of the General Terms and
Conditions. Service shall commence and remain effective for a term coincidental for the term of each
release of service rights identified in each Addendum.

ARTICLE 3 - RATES AND CHARGES

For the services provided or contracted for hereunder (including any Addendum hereunder), Replacement Shipper agrees to pay Panhandle the maximum rate or the agreed upon rate for the release of service rights from the Releasing Shipper under Panhandle's Rate Schedule FT, EFT, LFT, IOS, WS, PS, FS or HFT filed with the Commission, as such rates and charges and Rate Schedules FT, EFT, LFT, IOS, WS, PS or FS may hereafter be modified, supplemented, superseded, or replaced generally or as to the service hereunder. Panhandle reserves the right from time to time to unilaterally file and to make effective any such changes in the terms or rate levels under Rate Schedule FT, EFT, LFT, IOS, WS, PS, FS or HFT and the applicability thereof, the General Terms and Conditions or any other provisions of Panhandle's Tariff, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder.

ARTICLE 4 - FUEL REIMBURSEMENT

In addition to collection of the rates and charges provided for in Article 3 (including each Addendum hereunder), Panhandle shall retain, as Fuel Reimbursement, the percentage of the Quantities received from Replacement Shipper hereunder, for reimbursement in kind from Replacement Shipper for fuel usage and unaccounted-for line loss as provided by the applicable Rate Schedule.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS

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

ARTICLE 6 - NOTICES

The Post Office addresses of both Panhandle and Shipper are as follows:

PANHANDLE

Payment: Panhandle Eastern Pipe Line Company, LP
P. O. Box 201202
Houston, Texas 77216-1202

Nomination and
Scheduling:

Panhandle Eastern Pipe Line Company, LP
Attn: Marketing Operations
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

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

Panhandle Eastern Pipe Line Company, LP
Attn: Gas Control
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-5623
Toll Free: 1-800-225-3913

All Other:

Panhandle Eastern Pipe Line Company, LP
Attn: Customer Services
P. O. Box 4967
Houston, Texas 77210-4967
Phone: (713) 627-4272 or
1-800-275-7375
Fax: (713) 989-1178

REPLACEMENT SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

IN WITNESS WHEREOF, both Panhandle and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so, as of the date first stated above.

REPLACEMENT SHIPPER:

PANHANDLE EASTERN PIPE LINE COMPANY, LP

By _____

By _____

(Please type or print name)

(Please type or print name)

Title _____

Title _____

EXECUTED _____, _____
(Date)

EXECUTED _____, _____
(Date)

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. ____
Capacity Release
Service Agreement
Between
Panhandle Eastern Pipe Line Company, LP
and

Releasing Shipper
Contract No. _____

Releasing Shipper
Rate Schedule _____

Original Releasing
Shipper Contract No. _____

Regulation _____

Replacement Shipper's
Maximum Daily Quantity (Dt) _____

Permanent or Temporary Release _____

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Rate (including applicable surcharges) _____

Other Conditions

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. ____

CAPACITY RIGHTS
Primary Points of Delivery

<u>Seq. No.</u>	<u>Delivered To</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
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Additionally, all Points of Delivery on Panhandle's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

EXHIBIT A

Capacity Release Agreement No. _____
Addendum No. _____

CAPACITY RIGHTS
Primary Points of Receipt

<u>Seq. No.</u>	<u>Received From</u>	<u>Function- alization/ Mileage</u>	<u>County</u>	<u>State</u>	<u>Meter No.</u>	<u>Quantity</u>
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Description of Facilities

<u>Seq. No.</u>	<u>Existing/ Proposed</u>	<u>Installed by</u>	<u>Operated and Maintained by</u>	<u>Atmos. Pres. (Psia)</u>
-----------------	-------------------------------	---------------------	---------------------------------------	------------------------------------

Additionally, all Points of Receipt on Panhandle's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

RESERVED

FORM OF AGREEMENT
FOR MESSENGER®

This agreement, executed this _____ day of _____, _____, by and between _____ ("Messenger® Subscriber"), and Panhandle Eastern Pipe Line Company, LP, and Trunkline Gas Company, LLC, Sea Robin Pipeline Company, LLC, Trunkline LNG Company, LLC and Southwest Gas Storage Company ("Pipeline"), witnesseth that for and in consideration of the mutual covenants and provisions herein contained and subject to all of the terms, provisions and conditions herein set forth, Messenger® Subscriber and Pipeline do hereby agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

Pipeline shall make available for use by Messenger® Subscriber Pipeline's computerized electronic communication service, the Messenger® system. Messenger® Subscriber may at its option use the Messenger® system to: (1) execute a contract for new service under applicable Rate Schedules; (2) execute an amendment of an existing Service Agreement; and (3) nominate quantities for receipt and delivery by Pipeline pursuant to an existing Service Agreement under any of Pipeline's Rate Schedules. Messenger® Subscriber may also use the Messenger® system to request and receive from Pipeline such other information as Pipeline may from time to time make available to Messenger® Subscriber through the Messenger® system.

ARTICLE II
TERMS AND CONDITIONS

Messenger® Subscriber's use of the Messenger® system shall be in accordance with and subject to Pipeline's currently effective FERC Gas Tariff, including any and all applicable provisions of the General Terms and Conditions (the "General Terms and Conditions") and the terms and conditions of any relevant Rate Schedules which appear in Pipeline's currently effective FERC Gas Tariff, all of which terms and conditions are expressly incorporated by reference herein.

Authorized Use of Messenger®: Confidentiality

Use of the Messenger® system by Messenger® Subscriber shall be limited only to those persons who have been duly authorized by Messenger® Subscriber to use the Messenger® system (the "Authorized Personnel"), as indicated in the completed Computer Access Request Form to be submitted by Messenger® Subscriber to Pipeline, a copy of which is attached to the Messenger® Agreement. Pipeline will provide each of Messenger® Subscriber's Authorized Personnel with an individualized user identification code ("USERID") and password. The number and type of USERIDs and passwords to be issued by Pipeline shall be subject to the sole discretion of Pipeline.

Messenger® Subscriber shall also designate one or more Authorized Personnel who are additionally authorized: (1) to transmit information to Pipeline through the Messenger® system, and/or (2) to perform the contracting function and thereby legally bind Messenger® Subscriber to any Service Agreement or amended Service Agreement entered into with Pipeline (collectively, the "Designated Personnel"). Pipeline shall be entitled to rely upon Messenger® Subscriber's representation that any and all Designated Personnel authorized to perform the Messenger® system contracting function have been duly authorized by Messenger® Subscriber to enter into one or more Service Agreements or amended Service Agreements for all purposes of this Messenger® Agreement.

Messenger® Subscriber shall not disclose to persons other than Authorized Personnel, and shall otherwise keep completely confidential, all USERIDs and passwords issued to Messenger® Subscriber by Pipeline. In addition, each Authorized Personnel shall likewise not disclose to any other person, and shall otherwise keep completely confidential, the individualized USERID and password issued to such Authorized Personnel.

Messenger® Subscriber shall immediately inform Pipeline in writing whenever Messenger® Subscriber desires to terminate access to the Messenger® system previously granted to any Authorized Personnel, or desires to terminate the status of any Designated Personnel. Messenger® Subscriber shall be solely responsible for any and all unauthorized or otherwise improper use of USERIDs and passwords issued to Messenger® Subscriber by Pipeline, including but not limited to the use of such USERIDs and passwords by Authorized Personnel who at some point are no longer within Messenger® Subscriber's employment or control. Pipeline reserves the right, at any time and in Pipeline's sole discretion, to invalidate without prior notice any password or USERID issued to Messenger® Subscriber.

Messenger® Subscriber shall defend and indemnify Pipeline from and against any and all claims, demands, and actions, and any resulting loss, costs, damages, and expenses (including court costs and reasonable attorney's fees) of any nature whatsoever, which may be asserted against or imposed upon Pipeline by any party as a result of the unauthorized or otherwise improper use of any USERID or password issued by Pipeline to Messenger® Subscriber.

Release and Disclaimer of Liability: Indemnification

Pipeline expressly disclaims any and all liability for damages to Messenger® Subscriber, except for damages directly attributable to the negligence, bad faith, fraud or willful misconduct of Pipeline, or to any third parties associated with Messenger® Subscriber's use of the Messenger® system arising out of or in any manner related to use by Messenger® Subscriber or Pipeline of the Messenger® system, including but not limited to any damages resulting from any one or more of the following: (1) any acts of God or force majeure, including but not limited to sabotage, war, riot, lightning, vermin, fire, floods, electrical storms and/or power outages, or any other natural or public calamity; (2) any defects in computer software or hardware or defective programming; (3) any interruption in or malfunction of electronic communication or transmission; or (4) any improper or erroneous service which may occur as a result of use of the Messenger® system. Pipeline's liability, if any, shall be limited to direct damages only incurred by Messenger® Subscriber and shall not extend to consequential, indirect or punitive damages incurred by Messenger® Subscriber or any damages, of any nature whatsoever incurred by third parties.

PIPELINE HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF ANY NATURE WHATSOEVER IN CONNECTION WITH MESSENGER® SUBSCRIBER'S USE OF THE MESSENGER® SYSTEM, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.

Messenger® Subscriber agrees to protect, defend, indemnify, and hold Pipeline harmless against any and all loss, costs, damages, and expenses of any nature whatsoever (including court costs and reasonable attorney's fees), resulting from or otherwise related to any claim, demand, or action asserted against Pipeline, arising from or in any manner directly or indirectly connected with Messenger® Subscriber's use of the Messenger® system except for the negligence, bad faith, fraud or willful misconduct of Pipeline.

Other Terms and Conditions

Use of the Messenger® system is expressly subject to all of the General Terms and Conditions, as well as all of the terms and conditions of any Rate Schedule and Service Agreement which may be applicable to any transaction performed by Messenger® Subscriber and Pipeline by means of the Messenger® system, all of which are set forth in Pipeline's currently effective FERC Gas Tariff as amended from time to time and are hereby incorporated by reference. In the event of a conflict between the terms and conditions of this agreement and any other applicable terms and conditions set forth in Pipeline's currently effective FERC Gas Tariff which are incorporated by referenced herein, such other terms and conditions shall govern Messenger® Subscriber's use of the Messenger® system unless otherwise specifically provided herein.

ARTICLE III TERM

This agreement shall be and continue in full force and effect from the date of execution hereof until terminated only for due cause or at Messenger® Subscriber's request. Messenger® Subscriber agrees that Pipeline shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in any provision of the General Terms and Conditions applicable to this agreement. Pipeline agrees that Messenger® Subscriber may protest or contest the aforementioned filings, and Messenger® Subscriber does not waive any rights it may have with respect to such filings.

ARTICLE IV
ADDRESSES

Except as herein otherwise provided or as provided in the General Terms and Conditions of Pipeline's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this agreement, or any notice which any party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Marketing Department
P. O. Box 4967
Houston, TX 77210-4967

(b) Messenger® Subscriber:

or such other address as either party shall designate by formal written notice.

ARTICLE V
INTERPRETATION

The Interpretation and performance of this agreement shall be in accordance with the laws of the State of Texas without recourse to the law regarding the conflict of laws.

This 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.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, Vice Presidents, or other duly authorized agents the day and year first above written.

PANHANDLE EASTERN PIPE LINE COMPANY, LP
TRUNKLINE GAS COMPANY, LLC
SEA ROBIN PIPELINE COMPANY, LLC
TRUNKLINE LNG COMPANY, LLC
SOUTHWEST GAS STORAGE COMPANY

By: _____

(Please print or type name)

Messenger® Subscriber:

By: _____

(Please print or type name)