

Part VII
Form of Service Agreements

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

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

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

Contract No. _____

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

W I T N E S S E T H:

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
SERVICE

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

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

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

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

ARTICLE II CONDITIONS OF SERVICE

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

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

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

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

ARTICLE III NOTICES

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

Sea Robin:

Notices and General
Correspondence:

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

Dispatching Notices:

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

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

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

Shipper:

Billing:

Nomination and
Scheduling: (1)

Emergency:

All Other:

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

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

ARTICLE IV TERM

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

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

ARTICLE V CONDITIONS PRECEDENT

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

ARTICLE VI RATES AND CHARGES

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

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

Contract No. _____

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

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

Contract No. _____
Amendment No. _____

EXHIBIT A

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

and _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

Service Area _____

Maximum Daily Quantity for each specified period of the Agreement:

Effective from _____ through _____ : _____ Dt.

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title: _____

Executed: _____

Executed: _____

Contract No. _____
Amendment No. _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. _____

Primary Point(s) of Receipt

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

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

Contract No. _____
Amendment No. _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. _____

Primary Point(s) of Delivery

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

Secondary Point(s) of Delivery

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

RATE SCHEDULE FTS
FIRM TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

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

W I T N E S S E T H:

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
SERVICE

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

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

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

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

ARTICLE II CONDITIONS OF SERVICE

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

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

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

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

ARTICLE III NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be in writing and shall be considered as duly delivered when received by registered, certified mail, express mail, overnight delivery, telex, facsimile, or other mutually agreeable means of electronic transmission by said party to the following address of the other party hereto:

Sea Robin:

PAYMENT:

Sea Robin Pipeline Company, LLC
P. O. Box 201251
Houston, Texas 77216-1251

NOTICES AND GENERAL CORRESPONDENCE:

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

DISPATCHING NOTICES:

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

EMERGENCIES (Not to be used for any other purpose)

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

Shipper:

Billing:

Nomination and
Scheduling: (1)

All Other:

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

or to such other address as either party shall designate by formal written notice. Routine communications shall be considered as duly delivered when received by ordinary mail. Payments for services rendered pursuant to this Service Agreement shall be made by wire transfer or electronic bank transfer in accordance with such instructions as Sea Robin may from time to time provide. Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

ARTICLE IV TERM

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

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

4.3 In the event Shipper has not contracted for firm MDQ under this Service Agreement directly with Sea Robin, as set forth on Exhibit A hereto, then the term of this Service Agreement shall be effective as of the date first hereinabove written and shall remain in full force and effect for a primary term through the end of the month and month to month thereafter unless canceled by either party giving at least five (5) days written notice to the other party prior to the end of the primary term or an extension thereof.

ARTICLE V
CONDITIONS PRECEDENT

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

ARTICLE VI
RATES AND CHARGES

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

7.3 After the execution of this Service Agreement, each party shall make and diligently prosecute, all necessary filings with Federal or other governmental bodies, or both, as may be required for the initiation and continuation of the transportation service which is the subject of this Service

Agreement. Upon either party's request, the other party shall timely provide or cause to be provided to the requesting party such information and material not within the requesting party's control and/or possession that may be required for such filings. Each party shall promptly inform the other party of any changes in the representations made by such party herein and/or in the information provided pursuant to this paragraph. Each party shall promptly provide the other party with a copy of all filings, notices, approvals, and authorizations in the course of the prosecution of its filings.

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

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

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

EXHIBIT A

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

and _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

Primary Term Start and End Dates: _____

Evergreen Period: _____ Term Notice: _____

Maximum Daily Quantity for each specified period of the Agreement:

Effective from _____ through _____ : _____ Dt.

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title: _____

Executed: _____

Executed: _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Service Agreement No. _____

Primary Point(s) of Receipt

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

All active Points of Receipt on Sea Robin's contiguous Pipeline System, a current listing of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Receipt.

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Service Agreement No. _____

Primary Point(s) of Delivery

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

Secondary Point(s) of Delivery

All active Points of Delivery on Sea Robin's contiguous Pipeline System, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Delivery.

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

Contract No. _____
Authorization: _____

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

WITNESSETH

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

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
TRANSPORTATION QUANTITY

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

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

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

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

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

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

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

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

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

ARTICLE II CONDITIONS OF SERVICE

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

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

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

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

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

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

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

ARTICLE III
NOTICES

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

Sea Robin:

Notices and General
Correspondence

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

Dispatching Notices –
Nominations/Confirmations

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

EMERGENCIES (Not to be
used for any other purpose)

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

Shipper:

Billing:

Nomination and
Scheduling: (1)

Emergency:

All Other:

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

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

ARTICLE IV TERM

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

ARTICLE V CONDITIONS PRECEDENT

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

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

ARTICLE VI TRANSPORTATION CHARGES

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

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

ARTICLE VII MISCELLANEOUS

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

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

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

7.4 Subject to the Reserve Commitment Agreement dated _____, any entity which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety, of either Sea Robin or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement.

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

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

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

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

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

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

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

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

Contract No. _____

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

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

Contract No. _____
Amendment No. _____

EXHIBIT A

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

and _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

Service Area: _____

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title _____

Executed: _____

Executed: _____

Contract No. _____
Amendment No. _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. _____

Primary Point(s) of Receipt

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

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

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

Contract No. _____
Amendment No. _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. _____

Primary Point(s) of Delivery

<u>Delivery Point</u>	<u>Delivery Period</u> <u>Dates (2)</u> <u>Beginning</u> <u>Ending</u>	<u>Maximum Daily</u> <u>Delivery Quantity</u> <u>in Dth</u>	<u>Maximum</u> <u>Daily Quantity</u> <u>in Dth</u>
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Secondary Point(s) of Delivery

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

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

Contract No. _____
Amendment No. _____

EXHIBIT B

Contract No. _____

Committed Lease(s) (3)

Associated Blocks

Working Interests

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

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

Service Agreement No. _____
Authorization: _____

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

WITNESSETH

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

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

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
TRANSPORTATION QUANTITY

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

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

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

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

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

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

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

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

ARTICLE II CONDITIONS OF SERVICE

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

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

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

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

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

2.6 Shipper shall be responsible for insuring that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service and that it has advised the upstream and downstream transporters of the Point(s) of Receipt and Point(s) of Delivery under this Service Agreement and any quantity limitations for each point as specified on Exhibit A attached hereto. Sea Robin shall have no obligation to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Service Agreement.

ARTICLE III
NOTICES

3.1 Except as provided in Section 7.6 herein, notices hereunder shall be given pursuant to the provisions of Section 23.4 of the General Terms and Conditions to the respective party at the applicable address, telephone number or facsimile number stated below or such other addresses, telephone numbers or facsimile numbers as the parties shall respectively hereafter designate in writing from time to time:

Sea Robin:

Notices and General Correspondence

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

Dispatching Notices - Nominations/Confirmations

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

EMERGENCIES (Not to be used for any other purpose)

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

Payments

{wire transfer instructions}

Shipper:

Billing:

Nomination and
Scheduling: (1)

All Other:

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

Routine communications shall be considered as duly delivered when received by ordinary mail. Payments for services rendered pursuant to this Service Agreement shall be made by check, wire transfer or electronic bank transfer in accordance with such instructions as Sea Robin may from time to time provide. Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

ARTICLE IV
TERM

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

ARTICLE V CONDITIONS PRECEDENT

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

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

ARTICLE VI TRANSPORTATION CHARGES

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

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

ARTICLE VII MISCELLANEOUS

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

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

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

7.4 Subject to the Reserve Commitment Agreement dated _____, any entity which shall succeed by purchase, merger, or consolidation to the properties substantially as an entirety, of either Sea Robin or Shipper, as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Service Agreement.

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

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

relieved of its obligations hereunder, to the extent so assumed by the assignee, prospectively from the effective date of the assignment (except for the obligations to pay monies related to periods for transportation service prior to the assignment which may become due before or after such date).

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

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

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

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

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

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

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

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

EXHIBIT A

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

and _____

Service Agreement No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title _____

Executed: _____

Executed: _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Service Agreement No. _____

Primary Point(s) of Receipt

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

Secondary Point(s) of Receipt

All active Points of Receipt on Sea Robin's contiguous Pipeline System, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Receipt.

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

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Service Agreement No. _____

Primary Point(s) of Delivery

<u>Delivery Point</u>	<u>Delivery Period</u> <u>Dates (2)</u> <u>Beginning</u> <u>Ending</u>	<u>Maximum Daily</u> <u>Delivery Quantity</u> <u>in Dth</u>	<u>Maximum</u> <u>Daily Quantity</u> <u>in Dth</u>
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Secondary Point(s) of Delivery

All active Points of Delivery on Sea Robin's contiguous Pipeline System, a current list of which shall be maintained by Sea Robin on Messenger®, are available as secondary Points of Delivery.

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

EXHIBIT B

Service Agreement No. _____

Committed Lease(s) (3)

Associated Blocks

Working Interests

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

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

Contract No. _____

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

W I T N E S S E T H:

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
TRANSPORTATION QUANTITY

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

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

ARTICLE II
CONDITIONS OF SERVICE

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

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

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

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

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

ARTICLE III
NOTICES

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

Sea Robin:

Notices and General
Correspondence:

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

Dispatching Notices:

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

Houston, Texas 77210-4967
Phone: (713) 962-9862
Fax: (713) 286-5402

EMERGENCIES (Not to be used
for any other purpose)

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

Shipper:

Billing:

Nomination and Scheduling: (1)

Emergency:

All Other:

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

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

ARTICLE IV TERM

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

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

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

ARTICLE V CONDITIONS PRECEDENT

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

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

ARTICLE VI TRANSPORTATION FEE

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

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

Contract No. _____

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

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

Contract No. _____

Amendment No. _____

EXHIBIT A

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

and _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

Service Area: _____

Maximum Daily Quantity : _____

Primary Term Start and End Dates: _____

Evergreen Period: _____ Term Notice: _____

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title _____

Executed: _____

Executed: _____

Contract No. _____
Amendment No. _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Contract No. _____

Interruptible Point(s) of Receipt

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

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

Contract No. _____

Amendment No. _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Contract No. _____

Interruptible Point(s) of Delivery

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

RATE SCHEDULE ITS
INTERRUPTIBLE TRANSPORTATION SERVICE
FORM OF SERVICE AGREEMENT

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

W I T N E S S E T H:

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

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

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

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
TRANSPORTATION QUANTITY

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

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

ARTICLE II
CONDITIONS OF SERVICE

2.1 It is recognized that service hereunder is provided pursuant to Rate Schedule ITS which is hereby incorporated by reference, including the General Terms and Conditions. In the event of any conflict between the body of this Service Agreement and Sea Robin's Rate Schedule ITS, Rate Schedule

ITS shall govern as to the point of conflict. Sea Robin shall have the right to determine the priority and/or scheduling of the transportation service under this Service Agreement in accordance with the provisions of Sea Robin's FERC Gas Tariff. Sea Robin shall also have the right to revise its priority and/or scheduling of this transportation service from time to time.

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

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

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

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

ARTICLE III NOTICES

3.1 Any formal notice, request or demand which either party hereto may desire to give to the other respecting this Service Agreement shall be in writing and shall be considered as duly delivered when received by registered or certified mail, express mail, overnight delivery, telex, facsimile, or other mutually agreeable means of electronic transmission by said party to the following address of the other party hereto:

Sea Robin:

PAYMENT:

Sea Robin Pipeline Company, LLC
P.O. Box 201251
Houston, Texas 77216-1251

NOTICES AND GENERAL CORRESPONDENCE:

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

DISPATCHING NOTICES:

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

EMERGENCIES (Not to be used for any other purpose)

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

Shipper:

Billing:

Nomination and
Scheduling: (1)

All Other:

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

or to such other address as either party shall designate by written notice. Routine communications shall be considered as duly delivered when received by ordinary mail. Payments for services rendered pursuant to this Service Agreement shall be made by wire transfer or electronic bank transfer in accordance with such instructions as Sea Robin may from time to time provide. Unless otherwise specified, operating communications by telephone or other mutually agreeable means shall be considered as duly delivered without subsequent written confirmation, unless written confirmation is requested by either party hereto.

ARTICLE IV TERM

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

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

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

ARTICLE V CONDITIONS PRECEDENT

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

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

ARTICLE VI
TRANSPORTATION FEE

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

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

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

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

EXHIBIT A

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

and _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

Primary Term Start and End Dates: _____

Evergreen Period: _____ Term Notice: _____

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title _____

Executed: _____

Executed: _____

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF RECEIPT

Service Agreement No. _____

Interruptible Point(s) of Receipt

<u>Point No.</u>	<u>Receipt Point</u>	<u>Service Type</u>	<u>Start Date</u>	<u>End Date</u>
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Additionally, all active Points of Receipt on Sea Robin's contiguous Pipeline System, a current listing of which shall be maintained by Sea Robin on Messenger®, are/are not incorporated by reference herein.

EXHIBIT A (Continued)

SEA ROBIN POINT(S) OF DELIVERY

Service Agreement No. _____

Interruptible Point(s) of Delivery

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

Additionally, all active Points of Delivery on Sea Robin's contiguous Pipeline System, a current listing of which shall be maintained by Sea Robin on Messenger®, are/are not incorporated by reference herein.

RATE SCHEDULE GPS
GAS PARKING SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS SERVICE AGREEMENT is made effective as of the ____ Day of _____, _____,
by and between:

SEA ROBIN PIPELINE COMPANY, LLC, (hereinafter called "Sea Robin"), a limited liability company
organized under the laws of Delaware,

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 Sea Robin
and Shipper covenant and agree as follows:

ARTICLE I
SERVICE

1.1 Sea Robin agrees to receive 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 up to the maximum Parked Quantity as follows:

Maximum Parked Quantity _____ Dth

At no time shall Shipper's quantity parked exceed its maximum Parked Quantity, unless
otherwise agreed.

ARTICLE II
TERM

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

ARTICLE III
RATES AND CHARGES

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

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

ARTICLE IV
GENERAL TERMS AND CONDITIONS

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

ARTICLE V
NOTICES

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

SEA ROBIN

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

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

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

SHIPPER

Billing:

Nomination and
Scheduling: (1)

Emergency:

All Other:

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

Contract No. _____

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

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

RATE SCHEDULE GPS
GAS PARKING SERVICE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

THIS SERVICE AGREEMENT is made effective as of the ____ Day of _____, _____,
by and between:

SEA ROBIN PIPELINE COMPANY, LLC, (hereinafter called "Sea Robin"), a limited liability company
organized under the laws of Delaware,

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 Sea Robin
and Shipper covenant and agree as follows:

ARTICLE I
SERVICE

1.1 Sea Robin agrees to receive 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 up to the maximum Parked Quantity as follows:

Maximum Parked Quantity _____ Dth

At no time shall Shipper's quantity parked exceed its maximum Parked Quantity, unless
otherwise agreed.

ARTICLE II
TERM

2.1 This Service Agreement shall be effective from the date first stated above. Sea Robin shall provide interruptible Parking service for Shipper pursuant to this Service Agreement from _____ until _____, when this Service Agreement shall expire.

ARTICLE III
RATES AND CHARGES

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

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

ARTICLE IV
GENERAL TERMS AND CONDITIONS

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

ARTICLE V
NOTICES

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

SEA ROBIN

Payment: Sea Robin Pipeline Company, LLC
P. O. Box 201203
Houston, Texas 77216-1203

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

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

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

SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

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

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

EXECUTED _____, _____
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED _____, _____
(Date)

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

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

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

and

(hereinafter called "Replacement Shipper").

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

ARTICLE I
SERVICE

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

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

ARTICLE II
TERM

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

ARTICLE III
RATES AND CHARGES

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

ARTICLE IV
GENERAL TERMS AND CONDITIONS

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

ARTICLE V
NOTICES

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

SEA ROBIN

Nomination and
Scheduling:

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

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

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

All Other:

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

REPLACEMENT SHIPPER

Billing:

Nomination and
Scheduling: (1)

Emergency:

All Other:

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

Contract No. _____

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

REPLACEMENT SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

EXHIBIT A

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

Releasing Shipper
Contract No. _____

Releasing Shipper
Rate Schedule _____

Original Releasing
Shipper Contract No. _____

Regulation _____

Service Area _____

Replacement Shipper's
Maximum Daily Quantity (Dth) _____

Permanent or Temporary Release _____

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Rate (including applicable surcharges) _____

Other Conditions

EXHIBIT A (Continued)

Capacity Release Agreement No. _____
Addendum No. _____

CAPACITY RIGHTS
Points of Receipt

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

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

EXHIBIT B
Capacity Release Agreement No. _____
Addendum No. _____
Capacity Release

Points of Delivery

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

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

CAPACITY RELEASE
FORM OF SERVICE AGREEMENT

CONTRACT NO. _____

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

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

and

(hereinafter called "Replacement Shipper").

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

ARTICLE I
SERVICE

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

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

ARTICLE II
TERM

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

ARTICLE III
RATES AND CHARGES

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

ARTICLE IV
GENERAL TERMS AND CONDITIONS

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

ARTICLE V
NOTICES

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

SEA ROBIN

Payment: Sea Robin Pipeline Company, LLC
P. O. Box 201251
Houston, Texas 77216-1251

Nomination and
Scheduling: Sea Robin Pipeline Company, LLC
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)

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

All Other:

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

REPLACEMENT SHIPPER

Billing:

Nomination and
Scheduling: (1)

All Other:

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

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

REPLACEMENT SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

EXECUTED _____,
(Date)

EXHIBIT A

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

Releasing Shipper
Contract No. _____

Releasing Shipper
Rate Schedule _____

Original Releasing
Shipper Contract No. _____

Regulation _____

Replacement Shipper's
Maximum Daily Quantity (Dth)

Permanent or Temporary Release _____

Conditions of Recall _____

Term of Release

Begin _____ End _____

Reservation Rate (including applicable surcharges) _____

Other Conditions

EXHIBIT A (Continued)

Capacity Release Agreement No. _____
Addendum No. _____

CAPACITY RIGHTS
Points of Receipt

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

Shipper shall have as secondary Points of Receipt all active Points of Receipt on Sea Robin's Pipeline System, a current list of which shall be maintained by Sea Robin on Messenger®.

EXHIBIT B
Capacity Release Agreement No. _____
Addendum No. _____
Capacity Release

Points of Delivery

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

Secondary Points of Delivery

Shipper shall have as secondary Points of Delivery all active Points of Delivery on Sea Robin's Pipeline System, a current list of which shall be maintained by Sea Robin on Messenger®.

FORM OF POOLING SERVICE AGREEMENT

Contract No. _____

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

Pooling Point _____

WITNESSETH

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

ARTICLE II NOMINATIONS

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

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

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

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

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

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

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

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

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

ARTICLE III CREDITWORTHINESS

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

ARTICLE IV NOTICES

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

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

Sea Robin:

Notices and General
Correspondence

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

Dispatching Notices-
Nominations/Confirmations

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

Emergencies (Not to be used
for any other purpose)

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

Pooler:

Billing:

Nomination and
Scheduling: (1)

Emergency:

All Other:

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

ARTICLE V
TERM

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

ARTICLE VI
CONDITIONS OF SERVICE

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

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

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

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

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

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

ARTICLE VII
MISCELLANEOUS

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

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

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

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

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

Contract No. _____

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

POOLER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

Contract No. _____
Amendment No. _____

EXHIBIT A

Pooling Service Agreement

Between

SEA ROBIN PIPELINE COMPANY, LLC

and _____

Contract No. _____

Effective Date: _____

Supersedes Exhibit A dated: _____

Service Area: _____

Primary Term Start and End Dates: _____

Evergreen Period: _____ Term Notice: _____

SHIPPER: _____

SEA ROBIN PIPELINE COMPANY, LLC

BY: _____

BY: _____

(Please type or print name)

(Please type or print name)

Title: _____

Title _____

Executed: _____

Executed: _____

FORM OF POOLING SERVICE AGREEMENT

Service Agreement No. _____

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

Pooling Point _____

WITNESSETH

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

ARTICLE II NOMINATIONS

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

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

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

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

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

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

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

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

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

ARTICLE III CREDITWORTHINESS

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

ARTICLE IV NOTICES

4.1 Except as provided in Section 6.1 herein, notices hereunder shall be given pursuant to the provisions of Sections 4.13 and 23.4 of the General Terms and Conditions to a party at the applicable address, telephone number or facsimile machine number stated below or such other addresses,

telephone numbers or facsimile machine numbers as the parties shall respectively hereafter designate in writing from time to time:

Sea Robin:

Notices and General Correspondence

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

Dispatching Notices-Nominations/Confirmations

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

Emergencies (Not to be used for any other purpose)

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

Payments

Sea Robin Pipeline Company, LLC
P. O. Box 201251
Houston, Texas 77216-1251

Pooler:

Billing:

Nomination and
Scheduling: (1)

All Other:

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

ARTICLE V TERM

5.1 Subject to the provisions hereof, this Service Agreement shall become effective as of the date first written above, and shall remain in full force and effect for a primary term through the end of the Month and shall continue and remain in force and effect for successive terms of one Month each thereafter unless and until canceled by either party giving written notice at least ten (10) Days prior to the end of the primary term or any monthly extension thereof. The provisions for correcting imbalances or paying charges which accrue prior to the termination date of this Service Agreement shall survive the termination of this Service Agreement.

ARTICLE VI CONDITIONS OF SERVICE

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

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

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

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

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

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

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

POOLER: _____

By: _____

(Please type or print name)

Title: _____

Executed: _____, _____
(Date)

FORM OF RESERVE COMMITMENT AGREEMENT

THIS RESERVE COMMITMENT AGREEMENT (Agreement) is made and entered into as of the _____ Day of _____, _____, by and between SEA ROBIN PIPELINE COMPANY LLC, a limited liability company of the State of Delaware, hereinafter referred to as "Sea Robin" and _____, hereinafter referred to as "Shipper". Sea Robin and Shipper shall collectively be referred to herein as the Parties.

ARTICLE I DEFINITIONS

- 1.1 COMMITTED LEASE(S) - shall mean those Outer Continental Shelf (OCS) or State Waters leases set forth on Exhibit "A" hereto. The estimated proven recoverable reserves from the Committed Lease(s) attributable to Shipper's and/or its affiliates' interest or aggregated with other Shipper's interests in such lease(s) which are committed to Sea Robin pursuant to this Reserve Commitment Agreement shall meet the eligibility requirements set forth in Rate Schedule FTS-2 of Sea Robin's Tariff. Shipper shall provide to Sea Robin supporting documentation for the reserves estimate, technical support data, and production development plans, including facilities design capacity, subject to a mutually agreeable confidentiality agreement to confirm Shipper's estimated proven recoverable reserves and to demonstrate Shipper's authority to dedicate the Committed Lease(s) under the terms of this Agreement.
- 1.2 AFFILIATE - For purposes of this Agreement, "affiliate" shall mean, with respect to any relevant entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such relevant entity in question. As used herein, the term "control" (including its derivatives and similar terms) means owning or holding, directly or indirectly, the power (i) to vote 10% or more of the Voting Stock of any such relevant entity, or (ii) to direct or cause the direction of the management and policies of any such relevant entity. "Voting Stock" shall mean capital stock issued by a corporation, or equivalent interests in any other entity, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or entity with management authority performing similar functions) of such entity.
- 1.3 Any Capitalized terms not defined herein shall have the meaning ascribed thereto in Sea Robin's Tariff.

ARTICLE II RESERVE DEDICATION

- 2.1 Subject to the provisions of Sections 2.4 and 2.5 below, Shipper hereby agrees to deliver into and transport through Sea Robin's Pipeline System under a Service Agreement under Rate Schedule FTS-2, "FTS-2 Service Agreement," or under an ITS Service Agreement or FTS Service Agreement between Shipper and Sea Robin all Natural Gas produced by or for the account of Shipper, or any affiliate of Shipper which Shipper controls (as defined in Section 1.2 above), from the Committed Lease(s) for the producible life of the Committed Lease(s).

- 2.2 (a) Subject to Section 2.2(b) and the other provisions of this Agreement, Shipper shall be entitled to transfer, assign, sell, exchange, farmout, or otherwise dispose of any of the Committed Lease(s) without the consent of Sea Robin. Shipper shall also be entitled to unitize any Committed Lease(s) with one or more additional OCS leases without the consent of Sea Robin. In the event of such unitization, then (i) such unitization shall not be deemed a transfer or assignment of Shipper's interest for the purpose of this Service Agreement and (ii) only the gas production attributable to Shipper's interest in the unit shall be subject to the provisions of this Agreement. For purposes of this Section 2.2(a), "unitize" or "unitization" shall mean the combination of all or parts of the leases in a prospect, reservoir, or field such that development and operation of the unit are provided for without regard to separate property interests and with unit production and costs allocated among the various parties, whether pursuant to formal or informal joint operating agreements.
- (b) In the event Shipper should transfer or assign any or all of its rights, title and/or interest in the Committed Lease(s), Shipper agrees that (i) it shall notify Sea Robin in writing of such assignment as soon as practicable after such assignment, and (ii) any such transfer or assignment will be made subject to the terms of this Agreement, it being the intent of the parties hereto subject to the provisions of Article V and this Article II, that the Committed Lease(s) remain dedicated for purposes of transportation under Rate Schedule FTS-2 and/or Rate Schedule ITS or Rate Schedule FTS to Sea Robin's Pipeline System for the producible life of the Committed Lease(s). All of the provisions of this Agreement shall be applicable to assignees of Shipper's interests in the Committed Lease(s), and such assignees shall receive a proportionate assignment of the rights and obligations hereunder with respect to the Committed Lease(s) so assigned. Upon such assignment, Shipper shall be relieved of its obligations under this Agreement to the extent, and only to the extent, such obligations are assigned to a third party.
- 2.3 From the obligations in Section 2.1, Shipper expressly reserves unto itself, its successors and assigns, the following rights and quantities of production sufficient to satisfy such rights:
- (a) The right to operate the Committed Lease(s) free from any control by Sea Robin including, without limitation, the right (but never the obligation) to drill new wells, to repair and rework old wells, to plug and abandon any well and to renew, surrender, release or terminate any lease (in whole or in part) covering the affected lands;
- (b) The right to deliver production to lessors of the Committed Leases in quantities sufficient to fulfill Shipper's lease obligations from time to time, including the right to deliver royalty in kind; and
- (c) The rights to use production for the development and operation of the Committed Lease(s) or other leases in the vicinity (regardless of ownership), including, but not limited to, the use of gas for fuel, drilling, deepening, reworking, development system

installation and startup, compressing, gas lifting, pumping stations, processing, treating, cycling, repressuring or other supplemental recovery operations.

2.4 Temporary Release

- (a) In the event that prior to a Month or during a Month Shipper nominates and has available for transportation (x) a daily quantity of production from Committed Lease(s) that in the aggregate exceeds the sum of (y) the daily amount of capacity available for transportation on Sea Robin's Pipeline System under all of Shipper's existing FTS-2 Agreement(s), plus (z) the daily quantity of ITS and FTS service from the Committed Lease(s) that Sea Robin reasonably expects to be able to provide to Shipper during such Month, then Shipper shall, upon request to Sea Robin, be released for such Month, or the remainder of such Month, as applicable, from its obligations under Section 2.1 of a daily quantity of gas of up to (x) minus the sum of (y) plus (z) (the "Temporary Release Quantity").
- (b) The Temporary Release Quantity shall be deemed to be the last quantities produced, so that any release under this Section 2.4 is applicable only to the daily production quantity in excess of the quantity that Sea Robin is able to accept into Sea Robin's Pipeline System on a given Day.
- (c) Shipper may deliver the Temporary Release Quantity from any field(s) under its Committed Lease(s) which Shipper chooses.

2.5 Permanent Release

This Section 2.5 applies to gas produced from Committed Lease(s) in excess of a Shipper's firm effective or future Maximum Daily Quantity ("MDQ"). In the event Shipper has had Temporary Release Quantities for more than ninety (90) consecutive Days or for more than ninety (90) Days during any consecutive one hundred eighty (180) Day period or if Shipper wishes to increase its MDQs to accommodate production from new fields that were not included in Shipper's initial production development plan for the Committed Lease(s) submitted to Sea Robin under Section 1.1 above at the time of execution of this Agreement, Shipper may request in writing from Sea Robin a prospective permanent release of the daily quantities of gas in future Delivery Periods in excess of the daily quantities of FTS-2 service that Sea Robin is able to make available to Shipper during such future Delivery Periods as described below. Such request shall include a schedule of quantities of gas that Shipper reasonably expects to nominate and have available for delivery from Committed Lease(s) in future Delivery Periods based on production development data presented to Sea Robin. Sea Robin shall act upon Shipper's release request as soon as practicable, but in no event later than six (6) Months from the date of receipt of Shipper's request. Such actions may include, without limitation or obligation to take any action, the installation of facilities or the solicitation of available firm MDQs from other Shippers, to enable Sea Robin to receive such additional quantities from Shipper. To that end, Sea Robin shall review with Shipper the steps or actions Sea Robin is taking, or proposes to take, as soon as practicable, but in no event later than three (3) Months following Shipper's release request.

After such review, but within the six (6) Month period, Sea Robin shall notify Shipper of the additional MDQs, if any, that may be available to Shipper under its FTS-2 Service Agreements in such future Delivery Periods, and/or the quantities of gas eligible for permanent release. If Sea Robin (i) is unable, with existing facilities, to provide to Shipper the increased MDQs requested or (ii) is unable or unwilling to expand its Pipeline System, by the later of (a) 24 Months after the date Sea Robin receives Shipper's request for increased MDQs, or (b) Shipper's anticipated start-up of deliveries from the new field(s), or (c) an alternative, later date acceptable to Shipper, then Sea Robin shall provide Shipper a written, permanent release of quantities from this Agreement as provided below. Such quantities shall be equal to amount(s) of up to (a) the daily quantities of gas that Shipper reasonably expects to nominate and have available for delivery from Committed Lease(s) in future Delivery Periods, minus (b) the quantities of FTS-2 service made available to Shipper for such future Delivery Periods including the additional MDQs, if any, and MDQs under Shipper's existing FTS-2 Service Agreements on the date of such notice (the "Permanent Release Quantities"). Within fifteen (15) Days after such notice, Shipper must notify Sea Robin in writing if Shipper elects to implement the permanent release of the obligations under Section 2.1 with respect to the Permanent Release Quantities; provided, however, that the Permanent Release Quantities shall be deemed to be based on the last quantities produced so that any release under this Section 2.5 is applicable only to the daily production quantity in excess of the level of additional FTS-2 MDQs that were made available to Shipper during such review.

Upon such notification to Sea Robin of Shipper's election to release, Sea Robin will release the Permanent Release Quantities from the obligations under Section 2.1. An illustrative example of the permanent release provisions of this Section 2.5 is provided at Exhibit B to this Agreement. Shipper may deliver the Permanent Release Quantities from any field(s) under the Committed Lease(s) of Shipper's choice

- 2.6 Shipper agrees to provide to Sea Robin, at least annually, an updated production development plan, to update Exhibit A hereto in order to reflect changes in the Committed Lease(s).

ARTICLE III TRANSPORTATION

- 3.1 Shipper may request that its production from the Committed Lease(s) be transported only under Rate Schedules FTS-2 or ITS, in accordance with the provisions of the applicable Rate Schedule. Shipper shall execute no more than one (1) FTS-2 Service Agreement per lease dedicated under this Reserve Commitment Agreement.
- 3.2 Sea Robin agrees to accept and process Shipper's Requests for Service under Section 3.1 in accordance with the provisions of the applicable Rate Schedules. Prior to the execution of an FTS-2 Service Agreement with Shipper, Sea Robin does not guarantee sufficient capacity to transport all of Shipper's production from Committed Lease(s).

- 3.3 Nothing contained herein shall obligate Sea Robin to build or install new facilities to provide transportation service for production from Committed Lease(s), and Shipper's sole and exclusive remedy, in the event of insufficient capacity, shall be to request a permanent or temporary release as specified in Sections 2.4 and 2.5 above.

ARTICLE IV
REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations.

ARTICLE V
TERM

This Agreement shall be effective _____, _____, and shall remain in force and effect for the economic life of the Committed Lease(s) unless terminated sooner pursuant to other applicable provisions of this Agreement.

ARTICLE VI
NOTICES

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

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

Shipper: _____

Telephone: (____) _____
Facsimile: (____) _____

ARTICLE VII
MISCELLANEOUS

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Date: _____

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Date: _____

EXHIBIT A

COMMITTED LEASE(S)

EXHIBIT B
Reserve Commitment Agreement

Example: Permanent Release
Under Section 2.5

Assumptions:

- Year 2001
- Shipper A: - has MDQ of 100,000 Dth/Day under its FTS-2 Service Agreement
 - has then current production (as of 1/1/2001) from Committed Lease(s) of 130,000 Dth/Day, but expects its production from such fields to increase to 175,000 Dth/Day beginning 1/1/2002, to remain at 175,000 Dth/Day through 12/31/2003 and to decline to 120,000 Dth/Day beginning 1/1/2004 (and thereafter to remain at that level)
 - Shipper has been receiving 20,000 Dth of IT and 10,000 Dth of Shipper's current production has been interrupted for 90 consecutive Days (thru 12/31/2000)

Procedures:

1. Shipper on 1/1/2001 requests permanent release of quantities of gas in excess of quantities of FTS-2 service available to Shipper with respect to future delivery periods.
2. By 5/1/2001, Sea Robin notifies Shipper of the actions it proposes to take and any additional MDQs available to Shipper under its FTS-2 Service Agreement in such future delivery periods.

Assume, for this example, Sea Robin informs Shipper that it has 25,000 Dth/Day of additional MDQs available to Shipper under its FTS- 2 Service Agreement effective 6/1/2001 and another 30,000 Dth/Day of additional MDQs available to Shipper under its FTS-2 Service Agreement beginning 1/1/2002.

Permanent Release Quantities:

1. Shipper's Permanent Release Quantities are up to: 5,000 Dth/Day during 7/1/2001 through 12/31/2002; 20,000 Dth/Day during 1/1/2002 through 12/31/2003, and 0 beginning 1/1/2004 (see below):

7/1/2001
through 130,000 - 125,000 (FTS-2) = 5,000 Dth/Day
12/31/2001

1/1/2002
through 175,000 - 155,000 (FTS-2) = 20,000 Dth/Day
12/31/2003

beginning 120,000 - 125,000 (FTS-2) = 0 permanent release quantities
1/1/2004

2. If Shipper's actual production in calendar year 2002 is 165,000 Dth/Day, only 10,000 Dth/Day will be released (last quantities produced rule).

This example is for illustrative purposes only. The actual application of any permanent releases shall be governed by the provisions of Section 2.5.

FORM OF RESERVE COMMITMENT AGREEMENT

THIS RESERVE COMMITMENT AGREEMENT (Agreement) is made and entered into as of the _____ Day of _____, _____, by and between SEA ROBIN PIPELINE COMPANY LLC, a limited liability company of the State of Delaware, hereinafter referred to as "Sea Robin" and _____, a _____ corporation, hereinafter referred to as "Shipper". Sea Robin and Shipper shall collectively be referred to herein as the Parties.

ARTICLE I DEFINITIONS

- 1.1 COMMITTED LEASE(S) - shall mean those Outer Continental Shelf (OCS) or State Waters leases set forth on Exhibit "A" hereto. The estimated proven recoverable reserves from the Committed Lease(s) attributable to Shipper's and/or its affiliates' interest or aggregated with other Shipper's interests in such lease(s) which are committed to Sea Robin pursuant to this Reserve Commitment Agreement shall meet the eligibility requirements set forth in Rate Schedule FTS-2 of Sea Robin's FERC Gas Tariff. Shipper shall provide to Sea Robin supporting documentation for the reserves estimate, technical support data, and production development plans, including facilities design capacity, subject to a mutually agreeable confidentiality agreement to confirm Shipper's estimated proven recoverable reserves and to demonstrate Shipper's authority to dedicate the Committed Lease(s) under the terms of this Agreement.
- 1.2 AFFILIATE - For purposes of this Agreement, "affiliate" shall mean, with respect to any relevant entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with, such relevant entity in question. As used herein, the term "control" (including its derivatives and similar terms) means owning or holding, directly or indirectly, the power (i) to vote 10% or more of the Voting Stock of any such relevant entity, or (ii) to direct or cause the direction of the management and policies of any such relevant entity. "Voting Stock" shall mean capital stock issued by a corporation, or equivalent interests in any other entity, the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or entity with management authority performing similar functions) of such entity.
- 1.3 Any Capitalized terms not defined herein shall have the meaning ascribed thereto in Sea Robin's FERC Gas Tariff.

ARTICLE II RESERVE DEDICATION

- 2.1 Subject to the provisions of Sections 2.4 and 2.5 below, Shipper hereby agrees to deliver into and transport through Sea Robin's Pipeline System under a Service Agreement under Rate Schedule FTS-2, "FTS-2 Service Agreement," or under an ITS Service Agreement or FTS Service Agreement between Shipper and Sea Robin all Natural Gas produced by or for the account of Shipper, or any affiliate of Shipper which Shipper controls (as defined in Section 1.2 above), from the Committed Lease(s) for the producible life of the Committed Lease(s).

- 2.2 (a) Subject to Section 2.2(b) and the other provisions of this Agreement, Shipper shall be entitled to transfer, assign, sell, exchange, farmout, or otherwise dispose of any of the Committed Lease(s) without the consent of Sea Robin. Shipper shall also be entitled to unitize any Committed Lease(s) with one or more additional OCS leases without the consent of Sea Robin. In the event of such unitization, then (i) such unitization shall not be deemed a transfer or assignment of Shipper's interest for the purpose of this Service Agreement and (ii) only the gas production attributable to Shipper's interest in the unit shall be subject to the provisions of this Agreement. For purposes of this Section 2.2(a), "unitize" or "unitization" shall mean the combination of all or parts of the leases in a prospect, reservoir, or field such that development and operation of the unit are provided for without regard to separate property interests and with unit production and costs allocated among the various parties, whether pursuant to formal or informal joint operating agreements.
- (b) In the event Shipper should transfer or assign any or all of its rights, title and/or interest in the Committed Lease(s), Shipper agrees that (i) it shall notify Sea Robin in writing of such assignment as soon as practicable after such assignment, and (ii) any such transfer or assignment will be made subject to the terms of this Agreement, it being the intent of the parties hereto subject to the provisions of Article V and this Article II, that the Committed Lease(s) remain dedicated for purposes of transportation under Rate Schedule FTS-2 and/or Rate Schedule ITS or Rate Schedule FTS to Sea Robin's Pipeline System for the producible life of the Committed Lease(s). All of the provisions of this Agreement shall be applicable to assignees of Shipper's interests in the Committed Lease(s), and such assignees shall receive a proportionate assignment of the rights and obligations hereunder with respect to the Committed Lease(s) so assigned. Upon such assignment, Shipper shall be relieved of its obligations under this Agreement to the extent, and only to the extent, such obligations are assigned to a third party.
- 2.3 From the obligations in Section 2.1, Shipper expressly reserves unto itself, its successors and assigns, the following rights and quantities of production sufficient to satisfy such rights:
- (a) The right to operate the Committed Lease(s) free from any control by Sea Robin including, without limitation, the right (but never the obligation) to drill new wells, to repair and rework old wells, to plug and abandon any well and to renew, surrender, release or terminate any lease (in whole or in part) covering the affected lands;
- (b) The right to deliver production to lessors of the Committed Leases in quantities sufficient to fulfill Shipper's lease obligations from time to time, including the right to deliver royalty in kind; and
- (c) The rights to use production for the development and operation of the Committed Lease(s) or other leases in the vicinity (regardless of ownership), including, but not limited to, the use of gas for fuel, drilling, deepening, reworking, development system

installation and startup, compressing, gas lifting, pumping stations, processing, treating, cycling, repressuring or other supplemental recovery operations.

2.4 Temporary Release

- (a) In the event that prior to a Month or during a Month Shipper nominates and has available for transportation (x) a daily quantity of production from Committed Lease(s) that in the aggregate exceeds the sum of (y) the daily amount of capacity available for transportation on Sea Robin's Pipeline System under all of Shipper's existing FTS-2 Agreement(s), plus (z) the daily quantity of ITS and FTS service from the Committed Lease(s) that Sea Robin reasonably expects to be able to provide to Shipper during such Month, then Shipper shall, upon request to Sea Robin, be released for such Month, or the remainder of such Month, as applicable, from its obligations under Section 2.1 of a daily quantity of gas of up to (x) minus the sum of (y) plus (z) (the "Temporary Release Quantity").
- (b) The Temporary Release Quantity shall be deemed to be the last quantities produced, so that any release under this Section 2.4 is applicable only to the daily production quantity in excess of the quantity that Sea Robin is able to accept into Sea Robin's Pipeline System on a given Day.
- (c) Shipper may deliver the Temporary Release Quantity from any field(s) under its Committed Lease(s) which Shipper chooses.

2.5 Permanent Release

This Section 2.5 applies to gas produced from Committed Lease(s) in excess of a Shipper's firm effective or future Maximum Daily Quantity ("MDQ"). In the event Shipper has had Temporary Release Quantities for more than ninety (90) consecutive Days or for more than ninety (90) Days during any consecutive one hundred eighty (180) Day period or if Shipper wishes to increase its MDQs to accommodate production from new fields that were not included in Shipper's initial production development plan for the Committed Lease(s) submitted to Sea Robin under Section 1.1 above at the time of execution of this Agreement, Shipper may request in writing from Sea Robin a prospective permanent release of the daily quantities of gas in future Delivery Periods in excess of the daily quantities of FTS-2 service that Sea Robin is able to make available to Shipper during such future Delivery Periods as described below. Such request shall include a schedule of quantities of gas that Shipper reasonably expects to nominate and have available for delivery from Committed Lease(s) in future Delivery Periods based on production development data presented to Sea Robin. Sea Robin shall act upon Shipper's release request as soon as practicable, but in no event later than six (6) Months from the date of receipt of Shipper's request. Such actions may include, without limitation or obligation to take any action, the installation of facilities or the solicitation of available firm MDQs from other Shippers, to enable Sea Robin to receive such additional quantities from Shipper. To that end, Sea Robin shall review with Shipper the steps or actions Sea Robin is taking, or proposes to take, as soon as practicable, but in no event later than three (3) Months following Shipper's release request.

After such review, but within the six (6) Month period, Sea Robin shall notify Shipper of the additional MDQs, if any, that may be available to Shipper under its FTS-2 Service Agreements in such future Delivery Periods, and/or the quantities of gas eligible for permanent release. If Sea Robin (i) is unable, with existing facilities, to provide to Shipper the increased MDQs requested or (ii) is unable or unwilling to expand its Pipeline System, by the later of (a) 24 Months after the date Sea Robin receives Shipper's request for increased MDQs, or (b) Shipper's anticipated start-up of deliveries from the new field(s), or (c) an alternative, later date acceptable to Shipper, then Sea Robin shall provide Shipper a written, permanent release of quantities from this Agreement as provided below. Such quantities shall be equal to amount(s) of up to (a) the daily quantities of gas that Shipper reasonably expects to nominate and have available for delivery from Committed Lease(s) in future Delivery Periods, minus (b) the quantities of FTS-2 service made available to Shipper for such future Delivery Periods including the additional MDQs, if any, and MDQs under Shipper's existing FTS-2 Service Agreements on the date of such notice (the "Permanent Release Quantities"). Within fifteen (15) Days after such notice, Shipper must notify Sea Robin in writing if Shipper elects to implement the permanent release of the obligations under Section 2.1 with respect to the Permanent Release Quantities; provided, however, that the Permanent Release Quantities shall be deemed to be based on the last quantities produced so that any release under this Section 2.5 is applicable only to the daily production quantity in excess of the level of additional FTS-2 MDQs that were made available to Shipper during such review.

Upon such notification to Sea Robin of Shipper's election to release, Sea Robin will release the Permanent Release Quantities from the obligations under Section 2.1. An illustrative example of the permanent release provisions of this Section 2.5 is provided at Exhibit B to this Agreement. Shipper may deliver the Permanent Release Quantities from any field(s) under the Committed Lease(s) of Shipper's choice

- 2.6 Shipper agrees to provide to Sea Robin, at least annually, an updated production development plan, to update Exhibit A hereto in order to reflect changes in the Committed Lease(s).

ARTICLE III TRANSPORTATION

- 3.1 Shipper may request that its production from the Committed Lease(s) be transported only under Rate Schedules FTS-2 or ITS, in accordance with the provisions of the applicable Rate Schedule. Shipper shall execute no more than one (1) FTS-2 Service Agreement per lease dedicated under this Reserve Commitment Agreement.
- 3.2 Sea Robin agrees to accept and process Shipper's Requests for Service under Section 3.1 in accordance with the provisions of the applicable Rate Schedules. Prior to the execution of an FTS-2 Service Agreement with Shipper, Sea Robin does not guarantee sufficient capacity to transport all of Shipper's production from Committed Lease(s).

- 3.3 Nothing contained herein shall obligate Sea Robin to build or install new facilities to provide transportation service for production from Committed Lease(s), and Shipper's sole and exclusive remedy, in the event of insufficient capacity, shall be to request a permanent or temporary release as specified in Sections 2.4 and 2.5 above.

ARTICLE IV
REGULATION

This Agreement shall be subject to all applicable and lawful governmental statutes, orders, rules and regulations.

ARTICLE V
TERM

This Agreement shall be effective _____, _____, and shall remain in force and effect for the economic life of the Committed Lease(s) unless terminated sooner pursuant to other applicable provisions of this Agreement.

ARTICLE VI
NOTICES

Notices hereunder shall be given pursuant to the provisions of Sections 4.13 and 23.4 of the General Terms and Conditions to the respective party at the applicable address, telephone number or facsimile number stated below or such other addresses, telephone numbers or facsimile numbers as the parties shall respectively hereafter designate in writing from time to time:

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

Shipper: _____

Telephone: () _____
Facsimile: () _____

ARTICLE VII
MISCELLANEOUS

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

SEA ROBIN PIPELINE COMPANY, LLC

By: _____

(Please type or print name)

Title: _____

Date: _____

SHIPPER: _____

By: _____

(Please type or print name)

Title: _____

Date: _____

EXHIBIT A

COMMITTED LEASE(S)

EXHIBIT B
Reserve Commitment Agreement

Example: Permanent Release
Under Section 2.5

Assumptions:

- Year 2001
- Shipper A: - has MDQ of 100,000 Dth/Day under its FTS-2 Service Agreement
 - has then current production (as of 1/1/2001) from Committed Lease(s) of 130,000 Dth/Day, but expects its production from such fields to increase to 175,000 Dth/Day beginning 1/1/2002, to remain at 175,000 Dth/Day through 12/31/2003 and to decline to 120,000 Dth/Day beginning 1/1/2004 (and thereafter to remain at that level)
 - Shipper has been receiving 20,000 Dth of IT and 10,000 Dth of Shipper's current production has been interrupted for 90 consecutive Days (thru 12/31/2000)

Procedures:

1. Shipper on 1/1/2001 requests permanent release of quantities of gas in excess of quantities of FTS-2 service available to Shipper with respect to future delivery periods.
2. By 5/1/2001, Sea Robin notifies Shipper of the actions it proposes to take and any additional MDQs available to Shipper under its FTS-2 Service Agreement in such future delivery periods.

Assume, for this example, Sea Robin informs Shipper that it has 25,000 Dth/Day of additional MDQs available to Shipper under its FTS- 2 Service Agreement effective 6/1/2001 and another 30,000 Dth/Day of additional MDQs available to Shipper under its FTS-2 Service Agreement beginning 1/1/2002.

Permanent Release Quantities:

1. Shipper's Permanent Release Quantities are up to: 5,000 Dth/Day during 7/1/2001 through 12/31/2002; 20,000 Dth/Day during 1/1/2002 through 12/31/2003, and 0 beginning 1/1/2004 (see below):

7/1/2001
through 130,000 - 125,000 (FTS-2) = 5,000 Dth/Day
12/31/2001

1/1/2002
through 175,000 - 155,000 (FTS-2) = 20,000 Dth/Day
12/31/2003

beginning 120,000 - 125,000 (FTS-2) = 0 permanent release quantities
1/1/2004

2. If Shipper's actual production in calendar year 2002 is 165,000 Dth/Day, only 10,000 Dth/Day will be released (last quantities produced rule).

This example is for illustrative purposes only. The actual application of any permanent releases shall be governed by the provisions of Section 2.5.

Reserved

FORM OF AGREEMENT
FOR MESSENGER®

This agreement, executed this _____ day of _____, _____, by and between _____ ("Messenger® Subscriber"), and Panhandle Eastern Pipe Line Company, LP, 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 the Messenger® Subscriber and shall not extend to consequential, indirect or punitive damages incurred by the 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 harmless Pipeline 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 reference 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)