

**REGENCY INTRASTATE GAS LP
INTERRUPTIBLE GAS TRANSPORTATION SERVICE AGREEMENT
SECTION 311(a)(2)
AGREEMENT NO. IT-_____**

Transporter Agreement No. IT-_____	Effective Date: _____
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Transporter: Regency Intrastate Gas LP 8111 Westchester Drive Ste 600 Dallas, Texas 75225-6142 Attn: David Flowers Facsimile: 214-981-0734 E-Mail: david.flowers@energytransfer.com	Shipper: Attn: Facsimile: E-Mail:
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This Gas Transportation Service Agreement is for Interruptible Transportation Service and is entered into effective as of 9:00 a.m. Central Clock Time on _____ (“Effective Date”) and shall continue in full force and effect for a primary term extending until _____ (“Primary Term”), and Month to Month thereafter until terminated by either party with thirty (30) Days prior written notice.

This Interruptible Gas Transportation Service Agreement, together with Exhibits A and B, and any subsequent amendments thereto, and Transporter’s Operating Statement, as amended from time to time, constitute the complete agreement of the parties regarding the transportation service addressed in the referenced documents (the “Agreement”). In the event of a conflict between the provisions of the referenced documents, the order of priority to determine the intent of the parties shall be as follows:

- a. Transporter’s Operating Statement
- b. The Interruptible Gas Transportation Service Agreement
- c. Exhibit A and Exhibit B

Capitalized terms used herein shall have the meanings ascribed to them in Transporter’s Operating Statement.

TERMS OF SERVICE:

1. EXHIBIT A: The Transportation Charge, Fuel, the Authorized Overrun Charge, and Receipt Point(s) and quantities set forth on any Exhibit A shall be in effect from the effective date stated on such Exhibit A, and may be modified, added to, or deleted from, if agreed to by both parties, upon execution of a revised Exhibit A.
2. EXHIBIT B: The Delivery Point(s) and quantities set forth on any Exhibit B shall be in effect from the effective date stated on such Exhibit B and may be modified, added to, or deleted from, if agreed to by both parties, upon execution of a revised Exhibit B.
3. Operating Statement: Shipper acknowledges receipt and acceptance of Transporter’s Operating Statement that is on file with the Federal Energy Regulatory Commission (FERC). Shipper further acknowledges and accepts that the Operating Statement may be amended by Transporter from time to time, and that the Operating Statement, as it may be amended from time to time, will govern in cases of conflict between this Gas Transportation Service Agreement and the Operating Statement.
4. Oral Transactions: Should the parties come to an oral understanding regarding any change in the rates, charges, fees, Delivery Point(s), and Receipt Point(s) for the transportation of Gas set forth in any effective Exhibit A or Exhibit B,

then Transporter will send a revised Exhibit A or Exhibit B reflecting the revisions on or before the close of the next Business Day after such understanding was reached. Within twenty-four (24) hours of Shipper's receipt, the revised Exhibit A or Exhibit B will be incorporated into and bind the parties under this Agreement.

5. Quantity: Subject to all the terms and conditions of this Agreement, the Operating Statement, and the proper nomination, confirmation and scheduling of Gas hereunder, Transporter agrees to receive Gas into its pipeline system for the account of Shipper up to the Maximum Daily Quantity, plus applicable Fuel at the Receipt Point(s) specified in Exhibit A for delivery by Transporter to Shipper at the Delivery Point(s) specified in Exhibit B, less applicable Fuel.
6. Rate: Shipper agrees to pay Transporter all applicable charges and fees as specified in Exhibit A and Transporter's Operating Statement. Transporter will charge an amount and/or retain a percentage of the MMBtu received at the Receipt Point(s) for Fuel as denoted in Exhibit A.
7. Written Notices: Other than communications that may be sent via electronic means pursuant to Transporter's Operating Statement, any notice, request, demand, statement, payment or other correspondence provided for in this Gas Transportation Service Agreement shall be sent by mail, fax or hand delivery to the address of each of the parties hereto, as hereinafter stated:

<p>TRANSPORTER:</p> <p><u>For Accounting Matters:</u></p> <p>Joanie Ngo (713) 989-2338 joanie.ngo@energytransfer.com Mary Comello (713) 989-2344 mary.comello@energytransfer.com</p> <p><u>For Remittance:</u></p> <p>At address shown on invoice.</p> <p><input type="checkbox"/> By Wire Transfer</p> <p><input type="checkbox"/> By Check</p>	<p>TRANSPORTER:</p> <p><u>For Commercial Matters:</u></p> <p>David Flowers (214) 981-0734 David.flowers@energytransfer.com</p> <p><u>For Contract Administration Matters</u></p> <p>Contract Administration Attn: Cheryl Dudley 1300 Main St. Houston, Texas 77002 (713) 989-7912 Cheryl.dudley@energytransfer.com</p>	<p>TRANSPORTER:</p> <p><u>For Scheduling Matters:</u></p> <p>Charlie Clark (214) 840-5615 - Office (469) 203-0113 - Cell Maurice Hall (214)840-5618 – Office (214) 675-9758 - Cell gas.sched@energytransfer.com</p>
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<p>SHIPPER:</p> <p><u>For Accounting Matters</u></p>	<p><u>For Contract Matters:</u></p>	<p><u>For Scheduling:</u></p>
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or to such other address as such party may hereafter designate to the other via mail, fax or hand delivery. Emergency notices may be made orally, but must be followed immediately by a written confirmation by the party giving such notice. Notice given by registered or certified mail will be deemed received when mailed, correctly addressed and postage prepaid. Notice given by first class mail shall be deemed received two Business Days after mailing or such earlier time as received by the other party. Notice given by facsimile shall be deemed received the Business Day in which it was transmitted and confirmed on the sending party's facsimile machine. Notice given by hand delivery shall be deemed received the Business Day in which it was received. Except for electronic communications permitted under Transporter's Operating Statement, no electronic mail notices to the Transporter will be valid or accepted.

SPECIAL PROVISIONS

Accepted and agreed to this _____ day of _____, 20__

TRANSPORTER:

REGENCY INTRASTATE GAS LP

By: RIGS GP LLC, its general partner

By: RIGS Haynesville Partnership Co., its sole member

BY: _____

NAME: Martin Anthony

TITLE: Vice President – Business Development

Accepted and agreed to this _____ day of _____, 20__

SHIPPER:

BY: _____

NAME: _____

TITLE: _____

