

TRANSPORTATION SERVICE AGREEMENT
Rate Schedule ITS

Transportation Request Number: _____
(for internal use only)
Transportation Service Agreement No.: _____
Effective Date: _____

THIS TRANSPORTATION SERVICE AGREEMENT ("Agreement") by and between Black Marlin, hereinafter referred to as "Transporter", and _____, a _____, herein referred to as "Shipper" covering the transportation of natural gas on an interruptible basis by Transporter for Shipper (on behalf of an in furtherance of a transportation service performed by _____, a _____¹) as more particularly described herein is entered into in accordance with the following terms and conditions:

1. This transportation shall be provided pursuant to Subpart ____ of Part 284 of the Federal Energy Regulatory Commission's ("Commission") regulations.
2. Maximum Daily Transportation Quantity (MDTQ):
_____ MMBtu
3. Term: This Agreement shall become effective on the date written above and shall continue for a primary term of _____ and month to month thereafter unless terminated at any time subsequent to the primary term by either party upon thirty (30) days prior written notice to the other party.
4. Rate: Unless Transporter agrees to charge Shipper a lower rate, Shipper shall pay Transporter each month for transportation service rendered hereunder at the maximum rates or charges in effect from time to time under Rate Schedule ITS, or any effective superseding rate schedule on file with the Commission.
5. Address for notices and invoices to Shipper:

6. This Agreement supersedes and cancels the following Transportation Service Agreement(s) between the parties hereto:

¹ Clause added only if applicable.

7. Other Provisions:

8. Additional Terms and Conditions: The additional Terms and Conditions listed in the Appendices incorporated herein are made a part of this Agreement.

This Transportation Service Agreement when executed by Shipper constitutes a contract with Black Marlin for the transportation of natural gas, subject to the terms and conditions appearing in this Agreement and the attached Appendices.

BLACK MARLIN

BY: _____

NAME: _____

TITLE: _____

SHIPPER

BY: _____

NAME: _____

TITLE: _____

APPENDIX A

SECTION 1 - TRANSPORTATION QUANTITY

- 1.1 Subject to the terms, conditions and limitations hereof and of Transporter's Rate Schedule ITS, Transporter agrees to receive and transport, on an interruptible basis, to or for the account of Shipper, quantities of gas up to the MDTQ set forth on the face of this Agreement and to deliver thermally equivalent volumes as specified in Transporter's Rate Schedule ITS.
- 1.2 Transporter agrees to transport natural gas for Shipper in excess of the MDTQ on an interruptible basis provided that Transporter has determined that it has sufficient capacity to transport such excess volumes.

SECTION 2 - RECEIPT AND DELIVERY

- 2.1 Shipper agrees to tender, or cause to be tendered, gas for transportation at the Point(s) of Receipt identified in Appendix "B" at pressures sufficient to effect delivery into Transporter's facilities not to exceed the maximum allowable operating pressure; provided, however, Transporter shall have no obligation to provide compression and/or alter its system operation to enable Shipper to effectuate said deliveries.
- 2.2 Transporter agrees to transport and deliver gas to Shipper, or for Shipper's account, at the Point(s) of Delivery identified in Appendix "B"; provided, however, Transporter shall have no obligation to provide compression and/or alter its system operation to effectuate said deliveries.
- 2.3 Both Transporter and Shipper recognize that due to variations in operating conditions, daily and monthly deliveries hereunder by Transporter may be greater or less than the corresponding receipts. Shipper and Transporter agree that any excess or deficiency in such receipts and deliveries shall be adjusted or corrected in gas as soon as operating conditions reasonably permit.

SECTION 3 - GENERAL

- 3.1 This Agreement in all respects shall be subject to the provisions of Rate Schedule ITS as well as the General Terms and Conditions, if applicable, contained in Transporter's currently effective FERC Gas Tariff, as may be revised from time to time.
- 3.2 Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes in (a) the rates and charges applicable to its Rate Schedule ITS, (b) Rate Schedule ITS pursuant to which this service is rendered; provided, however, that the interruptible character of service shall not be subject to change hereunder, or (c) any provisions of the General Terms and Conditions applicable to Rate Schedule ITS. Transporter agrees that Shipper may protest or contest the aforementioned filings, or seek authorization from duly constituted regulatory authorities for such adjustment of Transporter's existing FERC Gas Tariff as may be found necessary in order to assure that the provisions in (a), (b) or (c) above are just and reasonable.

- 3.3 Transporter's Rate Schedule ITS is hereby incorporated by reference and made a part hereof.

SECTION 4 - NOTICES

- 4.1 Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as having been given if delivered personally or if mailed by United States mail, postage prepaid, to Shipper when sent to the address set forth on the face of this Agreement and to Transporter when sent to the following:

Notices Regarding Nominations, Scheduling, or Invoices:

Black Marlin
One Williams Center
Tulsa, OK 74172
Attn: Gas Management

Other Notices:

Black Marlin
2800 Post Oak Blvd.
Houston, TX 77056
Attn: Contract Operations

Payments:

Lockbox
Black Marlin
21683 Network Place
Chicago, IL 60673-1216

Wire Instructions
Black Marlin
A/C #: 632558557
ABA 071000013
Bank One, Chicago

APPENDIX B

POINTS OF RECEIPT & DELIVERY
to
GAS TRANSPORTATION AGREEMENT
between
Black Marlin
and

Point(s) of Receipt:

Point(s) of Delivery:

KM Ship Channel Pipeline, LP
Union Carbide
Houston Pipeline Company, LP