



**HIGHPOINTGASGATHERING**  
LLC

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**SERVICE AGREEMENT  
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION SERVICE –  
GATHERING**

THIS INTERRUPTIBLE SERVICE AGREEMENT (“Interruptible Service Agreement”), made this \_\_\_\_ day of \_\_\_\_\_, between HIGH POINT GAS GATHERING, L.L.C., a Texas limited liability company, hereinafter referred to as “HPGG,” and \_\_\_\_\_, a \_\_\_\_\_ hereinafter referred to as “Shipper.”

**W I T N E S S E T H**

WHEREAS, HPGG owns and operates the High Point Gas Gathering pipeline system (“System”);

WHEREAS, HPGG has received a request from a Shipper that desires to ship certain quantities of gas through the System on an interruptible basis;

WHEREAS, HPGG has determined that the System may have available capacity to transport Shipper’s gas and is willing to transport said gas through the System subject to the availability of capacity;

WHEREAS, HPGG is willing to receive certain quantities of gas for the account of Shipper at the Receipt Point(s) subject to the availability of capacity and to deliver the sum of the quantities of gas expressed in Dth received by HPGG for the account of Shipper at the Receipt Point(s) during any given period of time, reduced by Shipper’s share of Unaccounted For Gas, based on the Unaccounted For Gas Percentage set forth in Exhibit C

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, the parties hereto do covenant and agree as follows:

**ARTICLE I**

**1. GAS TO BE TRANSPORTED**

1.1. Subject to the terms and provisions of this Interruptible Service Agreement as well as the applicable sections of the General Terms and Conditions of High Point’s FERC Gas Tariff, as may be amended from time to time, HPGG agrees to accept such quantities of gas as Shipper may cause to be tendered to HPGG at the Receipt Point(s), designated pursuant to Section 2.1 of this Interruptible Service Agreement, on any day during the term of this Interruptible Service Agreement; provided, however, that HPGG shall only be obligated to accept on any day for transportation hereunder that quantity of gas HPGG determines it has available capacity to receive, transport, and deliver and provided further that in no event shall HPGG be obligated to accept gas on any day in excess of the Maximum Daily Quantities for each Receipt Point set

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forth in Exhibit A or in excess of the Maximum Daily Transportation Quantity set forth in Exhibit B.

1.2. If on any day HPGG should determine that the remaining transportation capacity of the System, after HPGG has transported gas for Shippers with superior rights to transportation, is insufficient to transport all quantities of gas under similar Service Agreements entitled to similar transportation services, HPGG shall allocate the available transportation capacity on the basis set forth in Section 6.7 of High Point's FERC Gas Tariff General Terms and Conditions.

1.3. Subject to the terms and provisions of this Interruptible Service Agreement as well as the applicable sections of the General Terms and Conditions of High Point's FERC Gas Tariff, as may be amended from time to time, HPGG shall deliver for the account of Shipper and Shipper shall accept at the Delivery Point(s) referenced in Section 2.2 of this Service Agreement the Equivalent Quantities; provided, however, that in no event shall HPGG be obligated to deliver gas on any day in excess of the Maximum Daily Quantities for each Delivery Point set forth in Exhibit B or in excess of the Maximum Daily Transportation Quantity set forth in Exhibit B.

**ARTICLE II**

**2. RECEIPT POINT(S), DELIVERY POINT(S) AND PRESSURES**

2.1. The Receipt Point(s) at which Shipper shall cause gas to be tendered to HPGG for transportation hereunder are described in Exhibit A to this Interruptible Service Agreement. Other pertinent factors applicable to the Receipt Point(s) are also set forth in Exhibit A.

2.2. The Delivery Point(s) at which HPGG shall deliver Equivalent Quantities are described in Exhibit B to this Interruptible Service Agreement. Other pertinent factors applicable to the Delivery Point(s) are also set forth in Exhibit B.

2.3. Shipper shall cause gas to be delivered to HPGG at Receipt Point(s) at a pressure sufficient to allow the gas to enter the System as such pressure shall vary from time to time and place to place. HPGG shall not be required to compress gas in order to receive gas into the System.

2.4. HPGG shall deliver the Equivalent Quantities at the Delivery Point(s) for the account of Shipper at the pressure that shall be available from time to time in the System.

**ARTICLE III**

**3. RATE(S), RATE SCHEDULE ITS AND GENERAL TERMS AND CONDITIONS**

3.1. Shipper shall pay HPGG for services rendered hereunder, and shall be responsible for the Unaccounted For Gas Percentage, in accordance with Exhibit C.

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3.2. Shipper shall be responsible for all taxes, charges, and fees of whatever kind due or payable on the production, gathering, or transportation of the gas prior to the receipt of such gas by HPGG at the Receipt Point(s) and subsequent to the delivery of such gas by HPGG at the Delivery Point(s).

3.3. Shipper agrees to bear and pay all excise, severance, sales, occupation, and other taxes of like nature levied with respect to the gas being transported and redelivered hereunder. The amount of any of such taxes remitted to the taxing authorities by HPGG on behalf of Shipper shall be reflected on HPGG's invoice to Shipper.

3.4. Shipper agrees to reimburse HPGG for any fees, penalties, costs, or charges, including, but not limited to, imbalance cash outs (whether imposed pursuant to a transportation service agreement, operational balancing agreement, or otherwise) assessed by any downstream pipeline providing transportation service for Shipper downstream of the Delivery Point(s), except to the extent such fees, penalties, costs, or charges are a result of the sole negligence or willful misconduct of HPGG, or its officers, employees, agents, or representatives.

3.5. This Interruptible Service Agreement is subject to the applicable sections of High Point's FERC Gas Tariff, as may be amended from time to time, by substituting HPGG for High Point where applicable in such sections, including, but not limited to, the following sections, which are by reference made a part hereof:

- Section 6.1 (Definitions);
  - Section 6.3 (Operating Provisions for Interruptible Service);
  - Section 6.5 (Requests for Service);
  - Section 6.6 (Nomination and Confirmation Procedures);
  - Section 6.7 (Scheduling and Curtailment);
  - Section 6.8 (Unauthorized Delivery Charge);
  - Section 6.9 (Determination of Receipts and Deliveries);
  - Section 6.11 (Billing and Payment);
  - Section 6.14 (Gas Quality);
  - Section 6.15 (Measurement);
  - Section 6.16 (Measuring Equipment);
  - Section 6.17 (Compliance with NAESB Standards);
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- Section 6.18 (Internet: World Wide Web Access);
- Section 6.19 (Complaint Procedures);
- Section 6.21 (Liability and Warranty);
- Section 6.22 (Force Majeure);
- Section 6.23 (Assignment);
- Section 6.24 (Non-Waiver of Future Default);
- Section 6.25 (Descriptive Headings);
- Section 6.26 (Crediting of Penalty and Cash-Out Revenues)

If, and to the extent, the provisions of this Interruptible Service Agreement conflict with the provisions of the General Terms and Conditions of High Point's FERC Gas Tariff, as may be corrected from time to time, the provisions of this Interruptible Service Agreement shall govern.

This Interruptible Service Agreement shall be deemed to include any changes to the applicable provisions of the General Terms and Conditions of High Point's FERC Gas Tariff that become effective by operation of law or by FERC order.

Capitalized terms not otherwise defined in this Interruptible Service Agreement shall have the meanings given to such terms in High Point's FERC Gas Tariff, as may be amended from time to time.

3.6. Any additional or other provisions to this Interruptible Service Agreement are set forth in Exhibit C.

### 3.8 RESOLUTION OF IMBALANCES

- A. All imbalances accrued by Shipper under its Service Agreements shall be resolved on a monthly basis pursuant to the provisions herein. After each Month of transportation on the System, High Point will calculate the imbalance which exists between the quantities of gas allocated each day to Shipper for its account at the Receipt Points during that Month and the quantities of gas allocated each day to Shipper for its account at the Delivery Points during that Month. All such imbalances (over-deliveries and under-deliveries to High Point) accrued by Shipper under each of its Service Agreements (or any such Service Agreements under which Shipper has been appointed imbalance aggregation agent with authority to make and receive payments under this section) will be combined to derive a "Net Monthly Imbalance" (in Dth) for purposes of the following
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calculations. Shipper's Net Monthly Imbalance then will be divided by the lesser of (i) the actual Dths of gas received or (ii) the actual Dths of gas delivered under all such Service Agreements during the Month to produce Shipper's Net Imbalance Percentage for the Month.

1. If Shipper has accrued a Net Monthly Imbalance such that the total quantities of gas received by High Point for Shipper's account during the Month are less than the total quantities of gas delivered by High Point for Shipper's account during the Month (Negative Imbalance – Due Pipe) and such Net Monthly Imbalance is greater than 1,000 Dth, Shipper shall pay High Point for Shipper's Net Monthly Imbalance at the following prices specified for each stated percentage that Shipper's deliveries exceed its receipts.

Percentage of Excess Deliveries	Price
0 to 5%	100% of High Price
> 5 to 10%	115% of High Price
> 10 to 15%	125% of High Price
> 15 to 20%	140% of High Price
> 20%	150% of High Price

2. If Shipper's Net Monthly Imbalance is less than or equal to 1,000 Dth, Shipper shall pay High Point for Shipper's Net Monthly Imbalance at the Index Price.

**B.**

1. If Shipper has accrued a Net Monthly Imbalance such that the total quantities of gas received by High Point for Shipper's account during the Month are greater than the
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total quantities of gas delivered by High Point for Shipper's account during the Month (Positive Imbalance – Due Shipper) and such Net Monthly Imbalance is greater than 1,000 Dth, High Point shall pay Shipper for its Net Monthly Imbalance at the following prices specified for each stated percentage that Shipper's receipts exceed its deliveries

Percentage of Excess Receipts	Price
0 to 5%	100% of Low Price
> 5 to 10%	85% of Low Price
> 10 to 15%	75% of Low Price
> 15 to 20%	60% of Low Price
> 20%	50% of Low Price

2. If Shipper's Net Monthly Imbalance is less than or equal to 1,000 Dth, Shipper shall pay High Point for Shipper's Net Monthly Imbalance at the Index Price.
  3. It is agreed, however, that in the event Shipper owes High Point any payments under subsection (A) above from a previous Month which are past due, High Point shall have the right hereunder to offset payments it owes to Shipper.
- d. "The "Low Price" is equal to the lowest of the prices used by High Point, as set forth below, for calculating the Index Price for the Month in which Shipper's Net Monthly Imbalance was incurred.

The "High Price" is equal to the highest of the prices used by High Point, as set forth below, for calculating the Index Price for the Month in which Shipper's Net Monthly Imbalance was incurred.

The "Index Price" is equal to the sum of the prices published by the following publications for delivery to the System 1) during the Month in which Shipper's Net Monthly Imbalance was incurred and 2) the first of the Month price or the first weekly price published during the Month following the Month in which the imbalance was

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incurred divided by the number of such prices utilized by High Point as determined below:

- i. Natural Gas Intelligence Weekly Gas Price Index, “South Louisiana,” “Southern Natural,” “Average”; and
- ii. Inside F.E.R.C.’s Gas Market Report, “Southern Natural Gas Co.,” “Louisiana,” “Index.”

With respect to Inside F.E.R.C.’s Gas Market Report, High Point will use the posting published for the first of each applicable Month. With respect to the Natural Gas Weekly Index, High Point will use each of the weekly postings published during the Month in which the imbalance was incurred and the first weekly posting in the following Month.

In the event either of these publications or specific postings contained therein is discontinued, High Point will amend this agreement to substitute another price index generally accepted in the natural gas industry. Until this agreement is amended to reflect the new index, High Point will continue to calculate the Index Price each Month based on the remaining index.

#### ARTICLE IV

#### 4. CONDITIONS PRECEDENT

4.1. Transportation of gas provided for under the terms and provisions of this Interruptible Service Agreement shall not commence until the following conditions have been met:

- a. Any construction, acquisition, or expansion of facilities necessary to commence transportation have been completed;
  - b. Any certificate or regulatory authorization for the use of facilities necessary to commence transportation has been obtained;
  - c. Any force majeure event preventing HPGG or Shipper from performing its obligations under this Interruptible Service Agreement has been remedied; and
  - d. Shipper satisfies the creditworthiness criteria in accordance with Section 6.11.5 of the General Terms and Conditions of High Point’s FERC Gas Tariff, as may be amended from time to time.
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ARTICLE V

5. TERM

5.1. This Interruptible Service Agreement shall be effective \_\_\_\_\_.

5.2. After this Interruptible Service Agreement becomes effective, it shall continue in full force and effect until \_\_\_\_\_, and then on a Month to Month basis thereafter. This Interruptible Service Agreement may be terminated by HPGG or Shipper at any time upon ten (10) days prior written notice. However, termination will not relieve either party of the obligation to perform the terms of this Interruptible Service Agreement as to any transactions that were commenced prior to termination.

ARTICLE VI

6. CANCELLATION OF PRIOR CONTRACT

6.1. When this Interruptible Service Agreement becomes effective, it supersedes and cancels as of the effective date hereof the following Interruptible Service Agreement(s) between the parties hereto for the transportation of gas by HPGG for Shipper:

ARTICLE VII

7. NOTICES

7.1. Any formal notice, request, or demand that either party gives to the other regarding this Interruptible Service Agreement must be in writing and be mailed by first class, registered or certified mail or be delivered in hand to the following address of the other party, or to such other address as either may designate by formal written notice. Routine communications may be mailed by ordinary mail. Operational communications by telephone, HPGG's Internet Home Page, Electronic Mail or other mutually agreeable means will be considered as duly delivered without further written confirmation, unless specifically required by High Point's FERC Gas Tariff, as may be amended from time to time.

HPGG:

HIGH POINT GAS GATHERING, L.L.C.  
919 Milam, Suite 2300  
Houston, TX 77002  
Attn: Manager, Commercial Operations

Shipper:

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[Insert Address]

7.2. Nominations to schedule transportation service hereunder shall be submitted to HPGG's Nominations/Scheduling Department via its Designated Site:

HIGH POINT GAS GATHERING, L.L.C.  
Gas Control/Scheduling Department  
Telephone No.: 713 660-7171  
Email: customerservice@highpointenergy.net  
Designated Site: Hienergy.com

7.2 Wire transfer payments to HPGG shall be accompanied with the instructions "to credit the account of HPGG" and shall be sent to the following bank and account number:

Beneficiary: c/o American Midstream, LLC  
ABA: 111000753  
Account: 1881319493  
Bank: Comerica Bank  
Bank Address: 910 Louisiana, Suite 410  
Houston, TX 77210

7.3. Remittance detail supporting wire transfer payments to HPGG and any notice, request or demand regarding statements, bills or payments shall be mailed to the following address:

HIGH POINT GAS GATHERING, L.L.C.  
919 Milam, Suite 2300  
Houston, TX 77002  
Attn: HPGG Accounting

ARTICLE VIII

8. MISCELLANEOUS

8.1. Unless otherwise provided, all substances, whether or not of commercial value, including all liquid hydrocarbons of whatever nature, that HPGG recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be HPGG's sole property and HPGG shall not be obligated to account to Shipper for any value, whether or not realized by HPGG, that may attach or be said to attach to such substances.

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8.2. Exhibits A, B and C, attached to this Interruptible Service Agreement, are hereby incorporated by reference as part of this Interruptible Service Agreement. The parties may amend Exhibits A, B or C by mutual agreement, which amendments shall be reflected in a revised Exhibit A, B or C and shall be incorporated by reference as part of this Interruptible Service Agreement.

8.3. THIS INTERRUPTIBLE SERVICE AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS AND THE PARTIES HERETO STIPULATE THAT WITH RESPECT TO ANY AND ALL DISPUTES BETWEEN THE PARTIES ARISING FROM OR RELATING TO THIS INTERRUPTIBLE SERVICE AGREEMENT, VENUE WILL LIE IN THE FEDERAL OR STATE COURTS OF HOUSTON, HARRIS COUNTY, TEXAS.

8.4. In no event shall either party be liable to the other for any special, punitive, incidental, indirect, or consequential damages, including but not limited to loss of profits or business interruptions, arising out of or in any way related to this Interruptible Service Agreement.

8.5. The assignment of this Interruptible Service Agreement is governed by Section 6.23 of the General Terms and Conditions of High Point's FERC Gas Tariff, as may be amended from time to time.

8.6. The failure of either party to exercise any right granted herein will not impair, or be deemed a waiver of, that party's privilege of exercising that right any subsequent time.

8.7. Neither party intends for the provisions of this Interruptible Service Agreement to benefit any third party. No third party shall have any right to enforce the terms of this Interruptible Service Agreement against HPGG or Shipper.

8.8. This Interruptible Service Agreement may not be amended unless the amendment is in writing and signed by both parties.

8.9. This Interruptible Service Agreement and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter and to all present and future valid orders, rules, and regulations of duly constituted authorities having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Interruptible Service Agreement in duplicate originals on the day and year first written above.

WITNESSES:

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HPGG Service Agreement Number :

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HIGH POINT GAS GATHERING, L.L.C.

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

[SHIPPER]

By \_\_\_\_\_

Its \_\_\_\_\_

\_\_\_\_\_

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HPGG Service Agreement Number :

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**APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE**

**EXHIBIT A**

To The  
Interruptible Service Agreement  
Dated \_\_\_\_\_  
Between HIGH POINT GAS GATHERING, L.L.C.  
And \_\_\_\_\_

	Maximum Daily Quantity (Dth)
Receipt Points	

Effective Date of this Exhibit A: \_\_\_\_\_

Supersedes Exhibit A Effective: \_\_\_\_\_

[SHIPPER]

HIGH POINT GAS GATHERING, L.L.C.

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



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**APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE**

**EXHIBIT B**

To The  
Interruptible Service Agreement  
Dated \_\_\_\_\_  
Between HIGH POINT GAS GATHERING, L.L.C.  
And \_\_\_\_\_

Delivery Points	Maximum Daily Quantity (Dth)
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Shipper's Maximum Daily Transportation Quantity \_\_\_\_\_

Effective Date of this Exhibit B: \_\_\_\_\_

Supersedes Exhibit B Effective: \_\_\_\_\_

[SHIPPER]

HIGH POINT GAS GATHERING, L.L.C.

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



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**EXHIBIT C**

To The  
Interruptible Service Agreement  
Dated \_\_\_\_\_  
Between HIGH POINT GAS GATHERING, L.L.C.  
And \_\_\_\_\_

Gathering Rate:

Additional Charges:

Unaccounted For Gas Percentage: [ ]%

Any other charges or surcharges authorized under this Interruptible Service Agreement,  
including the Hurricane Surcharge

Additional or Other Provisions

Effective Date of this Exhibit C: \_\_\_\_\_

Supersedes Exhibit C Effective: \_\_\_\_\_

[SHIPPER]

HIGH POINT GAS GATHERING, L.L.C.

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_