



HPGT Service Agreement Number: \_\_\_\_\_

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**SERVICE AGREEMENT  
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER RATE SCHEDULE ITS**

THIS INTERRUPTIBLE SERVICE AGREEMENT (“Interruptible Service Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, between HIGH POINT GAS TRANSMISSION, LLC, a Delaware limited liability company, hereinafter referred to as “HPGT,” and \_\_\_\_\_, a \_\_\_\_\_ hereinafter referred to as “Shipper.”

W I T N E S S E T H

WHEREAS, HPGT owns and operates the System;

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

WHEREAS, HPGT 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; and

WHEREAS, HPGT 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 Equivalent Quantities for the account of Shipper at the Delivery Point(s), subject to the availability of capacity.

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, HPGT’s Rate Schedule ITS and the General Terms and Conditions of HPGT’s FERC Gas Tariff, HPGT agrees to accept such quantities of gas as Shipper may cause to be tendered to HPGT 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 HPGT shall only be obligated to accept on any day for transportation hereunder that quantity of gas HPGT determines it has available capacity to receive, transport, and deliver and provided further that in no event shall HPGT be obligated to accept gas on any day in excess of the Maximum Daily Quantities for each Receipt Point set forth in Exhibit A or in excess of the Maximum Daily Transportation Quantity set forth in Exhibit B.

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1.2 If on any day HPGT should determine that the remaining transportation capacity of the System, after HPGT 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, HPGT shall allocate the available transportation capacity on the basis set forth in Section 6.7 of the General Terms and Conditions.

1.3 Subject to the terms and provisions of this Interruptible Service Agreement, Rate Schedule ITS and the General Terms and Conditions, HPGT 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 HPGT 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 HPGT 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 HPGT 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 HPGT 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. HPGT shall not be required to compress gas in order to receive gas into the System.

2.4 HPGT 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 HPGT for services rendered hereunder in accordance with Rate Schedule ITS, or superseding rate schedule(s), on file with and subject to the jurisdiction of FERC and lawfully in effect from time to time.

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3.2 HPGT shall have the right, from time to time, to file and to seek FERC approval, pursuant to Section 4 of the Natural Gas Act, to change any rates, charges or provisions set forth in its Rate Schedule ITS or its General Terms and Conditions. HPGT shall place such changes in effect in accordance with Section 4(c) of the Natural Gas Act and this Interruptible Service Agreement shall be deemed to include such changes that become effective by operation of law or by FERC order, without prejudice to Shipper's right to protest the same.

3.3 This Interruptible Service Agreement in all respects is subject to the provisions of Rate Schedule ITS, or superseding rate schedule(s), and applicable provisions of the General Terms and Conditions included by reference in such Rate Schedule ITS filed by HPGT with FERC, all of which are by reference made a part hereof. Capitalized terms not otherwise defined in this Interruptible Service Agreement shall have the meanings given to such terms in HPGT's FERC Gas Tariff.

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

#### ARTICLE IV

#### 4. REGULATORY REQUIREMENTS AND CONDITIONS PRECEDENT

4.1 The transportation arrangements provided for in this Interruptible Service Agreement are subject to the provisions of Part 284 of FERC's regulations, as amended from time to time.

4.2 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 HPGT 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 HPGT's FERC Gas Tariff.
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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 HPGT 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 HPGT 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, HPGT'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 HPGT's FERC Gas Tariff.

HPGT:

HIGH POINT GAS TRANSMISSION, LLC  
919 Milam, Suite 2300  
Houston, TX 77002  
Attn: Manager, Commercial Operations

Shipper:

[Insert Address]

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7.2 Nominations to schedule transportation service hereunder shall be directed to HPGT's Gas Control Department at the following email address, or Designated Site

HIGH POINT GAS TRANSMISSION, LLC  
Gas Control/Scheduling Department  
Telephone No.: 713 660-7171  
Email: [customerservice@highpointenergy.net](mailto:customerservice@highpointenergy.net)  
Designated Site: Hienergy.com

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

Beneficiary:	High Point Gas Transmission, LLC
ABA Routing Number:	111000753
Account:	1881669376
Bank:	Comerica Bank
Bank Address:	910 Louisiana, Suite 410 Houston, Texas 77210

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

HIGH POINT GAS TRANSMISSION, LLC  
919 Milam, Suite 2300  
Houston, TX 77002  
Attn: High Point 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 HPGT recovers in the course of transporting the quantities of gas tendered hereunder by Shipper shall be HPGT's sole property and HPGT shall not be obligated to account to Shipper for any value, whether or not realized by HPGT, that may attach or be said to attach to such substances.

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

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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.

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 HPGT 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:

HIGH POINT GAS TRANSMISSION, LLC

By \_\_\_\_\_

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\_\_\_\_\_ Its \_\_\_\_\_

[SHIPPER]

By \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_





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**FORM OF SERVICE AGREEMENT  
APPLICABLE TO INTERRUPTIBLE TRANSPORTATION  
SERVICE UNDER RATE SCHEDULE ITS**

**EXHIBIT A**

To The  
Interruptible Service Agreement  
Dated \_\_\_\_\_  
Between HIGH POINT GAS TRANSMISSION, LLC  
And \_\_\_\_\_

Receipt Points	Maximum Daily Quantity (Dth)
_____	_____
_____	_____
_____	_____

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

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

[SHIPPER]

HIGH POINT GAS TRANSMISSION, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





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**FORM OF SERVICE AGREEMENT  
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**EXHIBIT B**

To The  
Interruptible Service Agreement  
Dated \_\_\_\_\_  
Between HIGH POINT GAS TRANSMISSION, LLC  
And \_\_\_\_\_

Delivery Points	Maximum Daily Quantity (Dth)
_____	_____
_____	_____
_____	_____

Shipper's Maximum Daily Transportation Quantity \_\_\_\_\_

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

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

[SHIPPER]

HIGH POINT GAS TRANSMISSION, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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**FORM OF SERVICE AGREEMENT  
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**EXHIBIT C**

To The  
Interruptible Service Agreement  
Dated \_\_\_\_\_  
Between HIGH POINT GAS TRANSMISSION, LLC  
And \_\_\_\_\_

Additional or Other Provisions

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

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

[SHIPPER]

HIGH POINT GAS TRANSMISSION, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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