

NGPA § 311 NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

CONTRACT NO: XXX-XXXXX-XX-XXX

THIS NGPA § 311 NATURAL GAS TRANSPORTATION SERVICE AGREEMENT (the "Agreement") is entered into effective _____, 2013, ("Commencement Date") by and between ENERGY TRANSFER FUEL, LP, a Delaware limited partnership (hereinafter referred to as "Transporter"), and _____, a _____ (hereinafter referred to as "Shipper"), both hereinafter collectively referred to as the "Parties," and individually as a "Party." In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Shipper has requested a Service Agreement from Transporter pursuant to the provisions of Transporter's Statement of Operating Conditions Applicable to NGPA Section 311 Transportation Service (the "Statement of Operating Conditions") on file with the Federal Energy Regulatory Commission (the "FERC").

2. Transporter has approved Shipper's request for a Service Agreement and will provide transportation service in accordance with the applicable character of service (i.e. Firm or Interruptible) for Shipper pursuant to the terms of this Service Agreement and its Confirmation(s). The Shipper shall have the ability to transport under any Confirmation then in effect under this Service Agreement.

3. The transportation service provided under this Service Agreement and its Confirmation(s) are subject to Section 311(a)(2) of the Natural Gas Policy Act of 1978 (the "NGPA"), Subpart C of Part 284 of the FERC regulations, and the provisions of Transporter's Statement of Operating Conditions, which are incorporated herein by reference, as if fully set forth herein.

4. Shipper represents and warrants that:

- (i) the transportation of gas hereunder will be on behalf of either: (a) an "interstate pipeline" as defined in Section 2(15) of the NGPA, or a "local distribution company," as defined in Section 2(17) of the NGPA, served by an interstate pipeline; and
- (ii) said interstate pipeline, or local distribution company, whichever the case may be, will at some point either: (a) have physical custody of and transport the gas transported by Transporter hereunder; or (b) hold title to the subject gas for a purpose related to its status and functions as an interstate pipeline or local distribution company served by an interstate pipeline; and
- (iii) Shipper has arranged for the delivery and/or receipt by any necessary third party transporter(s) of the gas to be transported hereunder.

Shipper hereby indemnifies and holds harmless Transporter from all suits, actions, losses, expenses (including attorneys' fees), and regulatory proceedings arising out of or in connection with a breach of the representations and warranties made by Shipper above.

5. Gas received by Transporter hereunder will be received at the following Receipt Point(s):
As shown in the applicable Service Agreement Confirmation

6. Gas delivered by Transporter to Shipper will be delivered at the following Delivery Point(s):
As shown in the applicable Service Agreement Confirmation

7. Shipper's Maximum Hourly Quantity:
As shown in the applicable Service Agreement Confirmation

8. Shipper's Maximum Daily Contract Quantity:
As shown in the applicable Service Agreement Confirmation

- 9. Transportation Fee:
As shown in the applicable Service Agreement Confirmation
- 10. Retention Volume:
As shown in the applicable Service Agreement Confirmation
- 11. Term:
As shown in the applicable Service Agreement Confirmation
- 12. Addresses for Notices and Payments:

TRANSPORTER:

For Notices

ENERGY TRANSFER FUEL, LP
800 E. Sonterra Blvd. Suite 400
San Antonio, TX 78258
Fax: **(210) 403-7500**

For Payments

Wells Fargo Bank N.A.
Acct. #2079900565302
ABA #121000248
For credit to: Energy Transfer Fuel, LP

SHIPPER:

For Notices

For Payments

- 13. Other Provisions:

	ENERGY TRANSFER FUEL, LP
	By: Energy Transfer Fuel GP, LLC, its general partner
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____