

**Part VII**  
**Form of Service Agreements**

Rate Schedule FTS	Form of Service Agreement
Rate Schedule ITS	Form of Service Agreement
Rate Schedule GPS	Form of Service Agreement
Capacity Release	Form of Service Agreement

**ROVER PIPELINE LLC (“ROVER”)  
RATE SCHEDULE FTS  
FIRM TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT  
DATED \_\_\_\_\_**

**CONTRACT NO. \_\_\_\_\_**

1. SHIPPER: \_\_\_\_\_ (hereinafter called “Shipper”)
2. MDQ shall be stated on Exhibit A attached hereto.
3. TERM: Rover shall provide firm transportation service pursuant to this Service Agreement for the term stated on Exhibit A attached hereto.
4. PRESSURE: \_\_\_\_\_ (include minimum and/or maximum delivery pressure at Points of Receipt or Points of Delivery pursuant to Section 2 of Rate Schedule FTS)
5. Service will be ON BEHALF OF:

\_\_\_\_\_ Shipper  
\_\_\_\_\_ Other: \_\_\_\_\_, a \_\_\_\_\_

This transportation service shall be provided pursuant to Subpart \_\_\_ [B or G] of Part 284 of the Federal Energy Regulatory Commission’s regulations.

6. SHIPPER’S ADDRESS:

[Shipper’s Name and Address for Notices and Invoices] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Address for Invoice (if different)] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Attn: \_\_\_\_\_  
Email Address: \_\_\_\_\_

7. OTHER PROVISIONS:

- (a) Notifications. Any notice or communication with respect to this Firm Transportation Service Agreement shall be sent to Rover’s address posted under the Contact List on Rover’s informational postings Website or to Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.
- (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either Rover or Shipper upon breach or default by the other will impair any right or

remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

- (c) No Third Party Beneficiaries. This Firm Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Firm Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Rover or Shipper.
- (d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").
- (e) Effect of Tariff. This Firm Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.
- (f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- (g) Entire Agreement. This Firm Transportation Service Agreement contains the entire agreement between Rover and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Firm Transportation Service Agreement shall be effective unless agreed upon in a written instrument executed by Rover and Shipper which expressly refers to this Firm Transportation Service Agreement.

8. The above-stated Rate Schedule, as revised from time to time, controls this Firm Transportation Service Agreement and is incorporated herein. The attached Exhibits A and B, and C (if applicable), are incorporated by reference and made a part of this Firm Transportation Service Agreement. Shipper shall provide the actual end user purchaser name(s) to Rover if Rover must provide them to the FERC.

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER:** \_\_\_\_\_

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

**EXHIBIT A  
Transportation Agreement  
For  
Firm Service  
Under Rate Schedule FTS  
Between  
ROVER PIPELINE LLC**

and \_\_\_\_\_

Effective Date: \_\_\_\_\_  
Supersedes Exhibit A dated: \_\_\_\_\_

Term: \_\_\_\_\_ (include begin date and end date of the primary term and any applicable effective date)

\_\_\_\_\_ Pursuant to GT&C Section 11.2, Shipper has a contractual right of first refusal to be exercised in accordance with the procedure set forth in GT&C Section 11.2.

Maximum Daily Quantity for each specified period of the Agreement:  
Effective from \_\_\_\_\_ through \_\_\_\_\_ : \_\_\_\_\_ Dt.

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER:** \_\_\_\_\_

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

**EXHIBIT A**  
**Transportation Agreement**  
**For**  
**Firm Service**  
**Under Rate Schedule FTS**

PRIMARY RECEIPT POINT(S):

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDRO (Net of Fuel Reimbursement)</u>
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Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

SECONDARY RECEIPT POINT(S):

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover's Rate Schedule FTS.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

**EXHIBIT A**  
**Transportation Agreement**  
**For**  
**Firm Service**  
**Under Rate Schedule FTS**

PRIMARY DELIVERY POINT(S):

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDDO</u>
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Effective from: \_\_\_\_\_ Through: \_\_\_\_\_

SECONDARY DELIVERY POINT(S):

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover's Rate Schedule FTS.

**EXHIBIT B**

Reserved for future use

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

**EXHIBIT C**  
**Transportation Agreement**  
**For Firm Service**  
**Under Rate Schedule FTS**

**NEGOTIATED RATE AGREEMENT**

This Negotiated Rate Agreement (“Agreement”) between Rover Pipeline LLC (“Rover” or “Pipeline”) and \_\_\_\_\_ (“Shipper”), incorporated as an exhibit to Rate Schedule FTS Transportation Agreement No. \_\_\_\_\_ between Rover and Shipper dated \_\_\_\_\_ (“Firm Transportation Service Agreement”), sets forth the rates and charges for the natural gas transportation service to be provided by Rover to Shipper under this Firm Transportation Service Agreement (“Negotiated Rates”), subject to the terms and the requirements of the Federal Energy Regulatory Commission (“FERC”) pertaining to negotiated rate transactions.

Specification of Negotiated Rate:

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER:** \_\_\_\_\_

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**ROVER PIPELINE LLC ("ROVER")  
RATE SCHEDULE ITS  
INTERRUPTIBLE TRANSPORTATION SERVICE  
FORM OF SERVICE AGREEMENT  
DATED \_\_\_\_\_**

**CONTRACT NO. \_\_\_\_\_**

1. SHIPPER: \_\_\_\_\_ (hereinafter called "Shipper")
2. MDQ shall be stated on Exhibit A attached hereto.
3. TERM: Rover shall provide interruptible transportation service pursuant to this Service Agreement for the term stated on Exhibit A attached hereto.
4. Service will be ON BEHALF OF:

\_\_\_\_\_ Shipper  
\_\_\_\_\_ Other: \_\_\_\_\_, a \_\_\_\_\_

This transportation service shall be provided pursuant to Subpart \_\_ [B or G] of Part 284 of the Federal Energy Regulatory Commission's regulations.

5. SHIPPER'S ADDRESS:

[Shipper's Name and Address for Notices and Invoices] _____	[Address for Invoice (if different)] _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Email Address: _____	Email Address: _____

6. OTHER PROVISIONS:

- (a) Notifications. Any notice or communication with respect to this Interruptible Transportation Service Agreement shall be sent to Rover's address posted under the Contact List on Rover's informational postings Website or to Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.
- (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either Rover or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

- (c) No Third Party Beneficiaries. This Interruptible Transportation Service Agreement shall not create any rights in any third parties, and no provision of this Interruptible Transportation Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Rover or Shipper.
- (d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission (“FERC”).
- (e) Effect of Tariff. This Interruptible Transportation Service Agreement shall at all times be subject to all applicable provisions of the Tariff.
- (f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS TRANSPORTATION AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- (g) Entire Agreement. This Interruptible Transportation Service Agreement contains the entire agreement between Rover and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Interruptible Transportation Service Agreement shall be effective unless agreed upon in a written instrument executed by Rover and Shipper which expressly refers to this Interruptible Transportation Service Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Interruptible Transportation Service Agreement and is incorporated herein. The attached Exhibit A is incorporated by reference and made a part of this Interruptible Transportation Service Agreement.

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER**

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A  
Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule ITS  
Between  
ROVER PIPELINE LLC

and \_\_\_\_\_

Effective Date: \_\_\_\_\_  
Supersedes Exhibit A dated: \_\_\_\_\_

Maximum Daily Quantity for each specified period of the Agreement:

Effective from \_\_\_\_\_ through \_\_\_\_\_ : \_\_\_\_\_ Dt.

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER:** \_\_\_\_\_

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A  
Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule ITS

Interruptible Points of Receipt

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>
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Additionally, all Points of Receipt on Rover's Master Receipt Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A  
Transportation Agreement  
For  
Interruptible Service  
Under Rate Schedule ITS

Interruptible Points of Delivery

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>
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Additionally, all Points of Delivery on Rover's Master Delivery Point List, as posted and as updated from time to time, are/are not incorporated by reference herein.

**ROVER PIPELINE LLC ("ROVER")  
RATE SCHEDULE GPS  
GAS PARKING SERVICE  
FORM OF SERVICE AGREEMENT  
DATED \_\_\_\_\_**

**CONTRACT NO. \_\_\_\_\_**

1. SHIPPER: \_\_\_\_\_ (hereinafter called "Shipper")
2. MDQ: \_\_\_\_\_
3. TERM: \_\_\_\_\_ [include begin date and end date].
4. Service will be ON BEHALF OF:  
  
    \_\_\_\_\_ Shipper  
    \_\_\_\_\_ Other: \_\_\_\_\_, a \_\_\_\_\_

This transportation service shall be provided pursuant to Subpart \_\_ [B or G] of Part 284 of the Federal Energy Regulatory Commission's regulations.

5. SHIPPER'S ADDRESS:

[Shipper's Name and Address for Notices and Invoices] _____	[Address for Invoice (if different)] _____
_____	_____
_____	_____
Attn: _____	Attn: _____
Email Address: _____	Email Address: _____

6. OTHER PROVISIONS:

- (a) Notifications. Any notice or communication with respect to this Interruptible Transportation Service Agreement shall be sent to Rover's address posted under the Contact List on Rover's informational postings Website or to Shipper at the address stated above or to such other physical or electronic address as may be designated by written or electronic notice.
- (b) Nonwaiver of Rights. No delay or failure to exercise any right or remedy accruing to either Rover or Shipper upon breach or default by the other will impair any right or remedy or be construed to be a waiver of any such breach or default, nor will a waiver of any single breach be deemed waiver of any other breach or default.

- (c) No Third Party Beneficiaries. This Gas Parking Service Agreement shall not create any rights in any third parties, and no provision of this Gas Parking Service Agreement shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than Rover or Shipper.
- (d) Conformance to Law. It is understood that performance hereunder shall be subject to all valid laws, order, rules and regulations of duly constituted governmental authorities having jurisdiction or control of the matters related hereto, including without limitation the Federal Energy Regulatory Commission ("FERC").
- (e) Effect of Tariff. This Gas Parking Service Agreement shall at all times be subject to all applicable provisions of the Tariff.
- (f) GOVERNING LAW. THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS GAS PARKING SERVICE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF TEXAS.
- (g) Entire Agreement. This Gas Parking Service Agreement contains the entire agreement between Rover and Shipper with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, whether oral or written, concerning the subject matter hereof, and any and all such prior understandings and agreements are hereby deemed to be void and of no effect. No amendments to or modifications of this Gas Parking Service Agreement shall be effective unless agreed upon in a written instrument executed by Rover and Shipper which expressly refers to this Gas Parking Service Agreement.

7. The above-stated Rate Schedule, as revised from time to time, controls this Gas Parking Service Agreement and is incorporated herein. The attached Exhibit A is incorporated by reference and made a part of this Gas Parking Service Agreement.

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER:** \_\_\_\_\_

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contract No. \_\_\_\_\_  
Amendment No. \_\_\_\_\_

EXHIBIT A  
Agreement  
For Gas Parking Service  
Under Rate Schedule GPS  
Between  
ROVER PIPELINE LLC

and \_\_\_\_\_

Effective Date: \_\_\_\_\_  
Supersedes Exhibit A dated: \_\_\_\_\_

Effective from \_\_\_\_\_ through \_\_\_\_\_ :

Maximum Parked Quantity \_\_\_\_\_ Dt

Shipper elects for Rover to manage its parking service at the following Pool Point(s):

Pool Point	Pooling Transportation Agreement
_____	_____

**Agreed to by:**

**ROVER PIPELINE LLC**

**SHIPPER:** \_\_\_\_\_

/s/: \_\_\_\_\_

/s/: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



CAPACITY RELEASE  
FORM OF SERVICE AGREEMENT

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between:

ROVER PIPELINE LLC, (hereinafter called "Rover"), a Delaware Limited Liability Company,  
and  
(hereinafter called "Replacement Shipper").

In consideration of the mutual covenants and agreements as herein set forth, both Rover and Replacement Shipper covenant and agree as follows:

ARTICLE 1 - SERVICE

For each occasion that Replacement Shipper obtains capacity from a Releasing Shipper through Rover's capacity release program, an Addendum in the form of Exhibit A, attached hereto will be made a part hereof. The specific terms and conditions of each release shall be reflected in each Addendum, which shall be incorporated and made a part of this Agreement, and which together shall constitute the terms and conditions of Rover's service for each release.

ARTICLE 2 - TERM

This Agreement shall be effective from the date first stated above until \_\_\_\_\_, when this Agreement shall expire. Service shall commence and remain effective for a term coincidental for each capacity release term identified in each Addendum.

ARTICLE 3 - GENERAL TERMS AND CONDITIONS

This Agreement and all terms for service hereunder are subject to the further provisions of the applicable Rate Schedule and the General Terms and Conditions of Rover's Tariff, as such may be modified, supplemented, superseded or replaced generally or as to the service hereunder. Rover reserves the right from time to time to unilaterally file and to make effective any such changes in the provisions of the applicable Rate Schedules and the General Terms and Conditions, subject to the applicable provisions of the Natural Gas Act and the Commission's Regulations thereunder. Such Rate Schedule and General Terms and Conditions, as may be changed from time to time, are by this reference incorporated in their entirety into this Agreement and made an integral part hereof.

IN WITNESS WHEREOF, both Rover and Replacement Shipper have caused this Agreement to be executed in several counterparts by their respective officers or other persons duly authorized to do so.

REPLACEMENT SHIPPER \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

Title: \_\_\_\_\_

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

ROVER PIPELINE LLC

By: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

Title: \_\_\_\_\_

EXECUTED \_\_\_\_\_, \_\_\_\_\_  
(Date)

EXHIBIT A  
Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_  
Capacity Release  
Service Agreement  
Between  
Rover Pipeline LLC  
and

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Releasing Shipper  
Contract No. \_\_\_\_\_

Releasing Shipper  
Rate Schedule \_\_\_\_\_

Original Releasing  
Shipper Contract No. \_\_\_\_\_

Regulation \_\_\_\_\_

Replacement Shipper's  
Maximum Daily Quantity (Dt) \_\_\_\_\_

Permanent or Temporary Release \_\_\_\_\_

Conditions of Recall \_\_\_\_\_

Term of Release

Begin \_\_\_\_\_ End \_\_\_\_\_

Reservation Rate (including applicable surcharges) \_\_\_\_\_

Other Conditions

EXHIBIT A

Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_\_

CAPACITY RIGHTS  
Points of Receipt

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDRO (Net of Fuel Reimbursement)</u>
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Secondary Points of Receipt

Shipper shall have secondary Points of Receipt as set forth in Section 2.1 of Rover's Rate Schedule FTS, if applicable.

EXHIBIT A

Capacity Release Agreement No. \_\_\_\_\_  
Addendum No. \_\_\_\_  
Capacity Release

Points of Delivery

<u>Seq. No.</u>	<u>Point ID</u>	<u>Name/Location</u>	<u>County</u>	<u>State</u>	<u>MDDO</u>
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Secondary Points of Delivery

Shipper shall have secondary Points of Delivery as set forth in Section 2.2 of Rover's Rate Schedule FTS, if applicable.