

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between B-R PIPELINE COMPANY, hereinafter referred to as "Transporter", and _____, hereinafter referred to as "Shipper".

RECITALS:

AGREEMENT:

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

ARTICLE I - GAS DELIVERIES AND REDELIVERIES

1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper at the Receipt Point(s) specified in Exhibit(s) "A" (and/or "T") herein, transport and deliver to Shipper at the Delivery Point(s) specified in Exhibit(s) "B" (and/or "T") herein, the following quantities of natural gas, known as Transportation Contract Demand:

(The following paragraph applies to Original FT-1 Agreements only):

Up to _____ Dths/day, as modified by Exhibit "T" hereto, provided that Transporter's receipt of gas at any Receipt Point for Shipper's account hereunder on any day shall not exceed the Maximum Daily Quantity ("MDQ") set forth for such Receipt Point on Exhibit "A" hereto as modified by Exhibit "T", and provided that Transporter's daily obligation to deliver gas to Shipper at any delivery point under this Transportation Agreement shall not exceed the Maximum Daily Delivery Obligation ("MDDO") set forth on Exhibit "B" of this Agreement as modified by Exhibit "T". These MDQ and MDDO limitations apply only to primary point volumes and not to alternate point volumes.

(The following paragraph applies to Replacement FT-1 Agreements pursuant to capacity release only)

Up to the Maximum Daily Quantity ("MDQ") set forth for such Receipt Points and up to the Maximum Daily Delivery Obligation ("MDDO") set forth for such delivery points on any effective Exhibit "T" of this Agreement which reflects capacity acquired by Shipper; provided, however, that such obligation is reduced by the quantities on any effective Exhibit "T" hereto which reflects any subsequent release of such capacity by Shipper. These MDQ and MDDO limitations apply only to primary point volumes and not to alternate point volumes.

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)
(Continued)

1.2 Lost and unaccounted for gas shall be provided in-kind as specified in Rate Schedule FT-1 and in the General Terms and Conditions of this Federal Energy Regulatory Commission ("FERC") Gas Tariff.

1.3 Such transportation shall be on a firm basis.

ARTICLE II - TRANSPORTATION RATES AND CHARGES

2.1 (a) (for use only in an Original FT-1 Agreement) Shipper agrees to pay Transporter for all natural gas transportation service rendered under the terms of this Agreement in accordance with Transporter's Rate Schedule FT-1 as filed with the FERC, and as such rate schedule may be amended or superseded from time to time.

(for use only in a Replacement FT-1 Agreement pursuant to capacity release) Shipper agrees to pay Transporter for all natural gas transportation service rendered under the terms of this Agreement in accordance with the terms and conditions of its successful bid for the capacity as described on any effective Exhibit "T" of this Agreement.

(b) (Reserved for additional facility charges pursuant to Section 3.4, discounted Recourse Rates pursuant to Section 3.5 or Negotiated Rates pursuant to Section 3.7 of Rate Schedule FT-1.)

2.2 This Agreement shall be subject to the provisions of such Rate Schedule and the General Terms and Conditions applicable thereto (and as they may be amended by Article VIII of this Agreement) and effective from time to time, which by this reference are incorporated herein and made a part hereof.

ARTICLE III - GOVERNMENTAL REQUIREMENTS

3.1 Shipper shall reimburse Transporter for any and all filing fees to be incurred by Transporter in seeking governmental authorization for the initiation, extension or termination of service under this Agreement.

3.2 (This section shall be utilized to identify the regulatory authorizations applicable to this Agreement.)

3.3 Upon termination, this Agreement shall cease to have any force or effect, save as to any unsatisfied obligations or liabilities of either party arising hereunder prior to the date of such termination, or arising thereafter as a result of such termination. Provided, however that this provision shall not supersede any abandonment authorization which may be required.

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)
(Continued)

ARTICLE IV - TERM

4.1 This Agreement becomes effective _____ and shall remain in full force and effect until _____.
(This provision shall include the primary term, evergreen provision if applicable and any termination notice requirements.)

ARTICLE V - WARRANTY OF ELIGIBILITY FOR TRANSPORTATION

5.1 Any shipper under this Rate Schedule warrants for itself, its successors and assigns, that all gas delivered to Transporter for transportation hereunder shall be eligible for transportation in interstate commerce under applicable rules, regulations or orders of the FERC. Shipper will indemnify Transporter and save it harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorney fees) and regulatory proceedings, arising from breach of this warranty.

ARTICLE VI - NOTICES

6.1 Unless herein provided to the contrary, any notice called for in this Agreement shall be in writing and shall be considered as having been given if delivered personally, or by mail or telegraph with all postage and charges prepaid to either Shipper or Transporter at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

B-R PIPELINE COMPANY
550 West Adams Street
Dept. # 143-50
Chicago, Illinois 60661-3676

Attention: Customer Service

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)
(Continued)

ARTICLE VII - OTHER OPERATING PROVISIONS

(This Article to be utilized when necessary to specify other operating provisions required for individual transportation)

ARTICLE VIII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS

(This Article to be utilized when necessary for individual transportation)

8.1 Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

ARTICLE IX - CANCELLATION OF PRIOR AGREEMENT(S)

(This Article to be utilized when necessary)

9.1 When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s):

ARTICLE X - SUCCESSORS AND ASSIGNS

10.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either party hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

(Shipper)

B-R PIPELINE COMPANY
(Transporter)

By _____
(Title)

By _____
(Title)

Attest: _____

Attest: _____

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)
(Continued)

EXHIBIT "A"
to the
SERVICE AGREEMENT
DATED _____
between
B-R PIPELINE COMPANY
and

RECEIPT POINTS

Primary
Receipt Point

Maximum Daily
Quantity (MDQ) 1/

1/ The total of the MDQ's must equal total transportation contract demand as set forth in Section 1.1.

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)
(Continued)

EXHIBIT "B"
to the
SERVICE AGREEMENT
DATED _____
between
B-R PIPELINE COMPANY
and

Primary
Delivery Points

Maximum Daily
Delivery Obligation
("MDDO")
for each
Delivery Point
(Dth)

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE FT-1)
(Continued)

EXHIBIT C
to the
SERVICE AGREEMENT
DATED _____
between
B-R PIPELINE COMPANY
and

FACILITY REIMBURSEMENT OBLIGATION

(Pursuant to Section 19 of the General Terms and Conditions)

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1.(b) of Rate Schedule FT-1, which are necessary to provide service under this agreement include the following:
(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is \$_____ with an estimated annual cost of service of \$_____. Pursuant to Section 19 of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

- a. Type of Charge:
(Designate one of the options set forth in Section 19.3(b).)
- b. Charge \$_
(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)
- c. Term of Charge:
(Contract term or a term agreed to between the parties, whichever is shorter.)

(Shipper)

B-R Pipeline Company

RELEASE AGMT #F
Page 1 of 1

EXHIBIT T
to the
FIRM TRANSPORTATION AGREEMENT
Dated _____
between
B-R PIPELINE COMPANY
and
RELEASING SHIPPER (or REPLACEMENT SHIPPER)
(APPLICABLE TO RATE SCHEDULE FT-1)

Releasing Shipper
(or Replacement Shipper)

Begin:

End:

Contract Demand:

Receipt Point	Delivery Point	MDQ/MDDO (Dth)	*Award Bid Rate	*Percent of Award Bid Rate
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*percentage of the current maximum effective reservation charge under rate schedule FT-1.

IN THE EVENT OF A BASE TARIFF MAXIMUM AND/OR MINIMUM RATE CHANGE, THE REPLACEMENT SHIPPER WILL BE OBLIGATED TO PAY THE LESSER OF THE AWARDED BID RATE AND THE NEW MAXIMUM BASE TARIFF RATE, OR THE GREATER OF THE AWARDED BID RATE AND THE NEW MINIMUM BASE TARIFF RATE, AS APPLICABLE, FOR THE REMAINING TERM OF THE RELEASE.

SPECIAL TERMS AND CONDITIONS:

RECALL CONDITIONS:

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between B-R PIPELINE COMPANY, hereinafter referred to as "Transporter", and _____, hereinafter referred to as "Shipper".

RECITALS:

AGREEMENT:

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

ARTICLE I - GAS DELIVERIES AND REDELIVERIES

1.1 Subject to the terms, conditions and limitations hereof, Transporter agrees to receive from Shipper at the Receipt Point(s) specified in Exhibit A herein, transport and deliver to Shipper at the Delivery Point(s) specified in Exhibit B herein, the following quantities of natural gas:

1.2 Lost and unaccounted for gas shall be provided in-kind as specified in Rate Schedule IT-1 and in the General Terms and Conditions of this FERC Gas Tariff.

1.3 Such transportation shall be on an interruptible basis.

ARTICLE II - TRANSPORTATION RATES AND CHARGES

2.1 (a) Shipper agrees to pay Transporter for all natural gas transportation service rendered under the terms of this Agreement in accordance with Transporter's Rate Schedule IT-1 as filed with the Federal Energy Regulatory Commission, and as such rate schedule may be amended or superseded from time to time.

(b) (Reserved for discounted Recourse Rates pursuant to Section 3.2 or Negotiated Rates pursuant to Section 3.3 of Rate Schedule IT-1.)

2.2 This Agreement shall be subject to the provisions of such Rate Schedule and the General Terms and Conditions applicable thereto (and as they may be amended by Article VIII of this Agreement) and effective from time to time, which by this reference are incorporated herein and made a part hereof.

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

ARTICLE III - GOVERNMENTAL REQUIREMENTS

3.1 Shipper shall reimburse Transporter for any and all filing fees incurred by Transporter in seeking governmental authorization for the initiation, extension or termination of service under this Service Agreement.

3.2 (This section shall be utilized to identify the regulatory authorizations applicable to this agreement.)

3.3 Upon termination, this Service Agreement shall cease to have any force or effect, save as to any unsatisfied obligations or liabilities of either party arising hereunder prior to the date of such termination, or arising thereafter as a result of such termination. Provided, however this provision shall not supersede any abandonment authorization which may be required.

ARTICLE IV - TERM

4.1 This Agreement becomes effective _____ and shall remain in full force and effect _____.

(This provision shall include the primary term, evergreen provision if applicable and any termination notice requirements.)

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

ARTICLE V - WARRANTY OF ELIGIBILITY FOR TRANSPORTATION

5.1 Any Shipper under this Rate Schedule warrants for itself, its successors and assigns, that all gas delivered to Transporter for transportation hereunder shall be eligible for the requested transportation in interstate commerce under applicable rules, regulations or orders of the FERC. Shipper will indemnify Transporter and save it harmless from all suits, actions, damages, costs, losses, expenses (including reasonable attorney fees) and regulatory proceedings, arising from breach of this warranty.

ARTICLE VI - NOTICES

6.1 Unless herein provided to the contrary, any notice called for in this Service Agreement shall be in writing and shall be considered as having been given if delivered personally, or by mail or telegraph with all postage and charges prepaid to either Shipper or Transporter at the place designated. Routine communications shall be considered as duly delivered when mailed by ordinary mail. Normal operating instructions can be made by telephone. Unless changed, the addresses of the parties are as follows:

B-R PIPELINE COMPANY
550 West Adams Street
Dept. # 143-50
Chicago, Illinois 60661-3676
Attention: Customer Service

ARTICLE VII - OTHER OPERATING PROVISIONS
(This Article to be utilized when necessary to specify other
operating provisions required for individual transportations)

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

ARTICLE VIII - ADJUSTMENTS TO GENERAL TERMS AND CONDITIONS
(This Article to be utilized when necessary for individual transportations)

8.1 Certain of the General Terms and Conditions are to be adjusted for the purpose of this Agreement, as specified below:

ARTICLE IX - CANCELLATION OF PRIOR AGREEMENT(S)
(This Article to be utilized when necessary)

9.1 When this Agreement takes effect, it supersedes, cancels and terminates the following agreement(s):

ARTICLE X - SUCCESSORS AND ASSIGNS

10.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either party hereunder shall be made without written approval of the other party. Such approval shall not be unreasonably withheld. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated.

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above set forth.

(Shipper)

B-R PIPELINE COMPANY
(Transporter)

by _____

by _____

(Title)

(Title)

Attest: _____

Attest: _____

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

EXHIBIT "A"
to the
SERVICE AGREEMENT
DATED _____
between
B-R PIPELINE COMPANY
and

RECEIPT POINTS

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

EXHIBIT "B"
to the
SERVICE AGREEMENT
DATED _____
between
B-R PIPELINE COMPANY
and

DELIVERY POINTS

FORM OF SERVICE AGREEMENT
(APPLICABLE TO RATE SCHEDULE IT-1)
(Continued)

EXHIBIT C
to the
SERVICE AGREEMENT
DATED _____
between
B-R PIPELINE COMPANY
and

FACILITY REIMBURSEMENT OBLIGATION

(Pursuant to Section 19 of the General Terms and Conditions)

1. DESCRIPTION OF NEW FACILITIES:

The new facilities contemplated by Section 1(a) of Rate Schedule IT-1, which are necessary to provide service under this agreement include the following:

(description of project)

2. RESPONSIBILITY FOR NEW FACILITY COSTS:

The total estimated reimbursable cost of facilities is \$ _____ with an estimated annual cost of service of \$ _____. Pursuant to Section 21 of the General Terms and Conditions of this FERC Gas Tariff, Shipper is responsible to pay for the actual cost of service for the new facilities described above and has elected the payment option set forth below.

3. TERMS AND CONDITIONS OF FACILITY REIMBURSEMENT CHARGE:

a. Type of Charge:

(Designate one of the options set forth in Section 19.3(b).)

b. Charge \$ _____

(Describe the basis of the charges(s) and true-up or adjustment provisions, if any, for the stated charge.)

c. Term of Charge:

(Contract term or a term agreed to between the parties, whichever is shorter.)

(Shipper)

B-R Pipeline Company