

Date:

Contract Administration  
1501 McKinney Street  
Suite 800  
Houston, TX 77042

RE: Agency Letter Agreement

Please be advised that \_\_\_\_\_ (“**Shipper**”) hereby appoints, designates and constitutes \_\_\_\_\_ (“**Agent**”) to serve as Shipper’s agent for administrative functions related to the agreements listed on Exhibit “A” (the “**Agreements**”). Agent shall have and Shipper shall retain the rights and powers with respect to the Agreements as set forth below.

\_\_\_\_\_, (“**Transporter**”), Shipper and Agent (each of whom may be referred to herein individually as a “**Party**” or collectively as “**Parties**”) agree to the following terms:

1. Delegation of Functions. Commencing on \_\_\_\_\_, 20\_\_\_\_ (“**Commencement Date**”), Transporter shall direct communications regarding the matters set forth below pertaining to Shipper’s gas to Agent or Shipper as set forth below, and Transporter shall be authorized to act based upon instructions from Agent or Shipper according to such designations:

Functions	Function Description	Agent or Shipper	Agent Access Rights (Update or View or None)
Nominations	Submits nominations, receives final scheduled quantities and OFO phone calls		
Notices	Receives notices		
Invoice	Receives and pays invoice		
Imbalance Trade	Perform Imbalance trades		
Contracts	Request new contracts or amendments. Shipper must execute document		
Capacity Release	Submitting Offers and Bids for applicable contracts		
Operator and Confirmations	Performs confirmations, PDA setup, and reviews measurement for listed locations in Agency Letter Agreement (complete meter list below)		Update Rights Only

Please enter the meter number or fill out Exhibit A for contract numbers associated to the Agent Agreement.

Please list the locations the Agent has Operator and Confirmation Rights to:	
Meter Number	Meter Name

The notice addresses and contacts for Agent and Shipper for matters affected by this Agency Letter Agreement shall be as set forth below until the Shipper and/or Agent notifies Transporter otherwise in writing:

Agent:

Shipper:

2. Transporter and Shipper each consent to the disclosure of the Agreements to Agent. Agent agrees that, during the term of this Agency Letter Agreement and for a period of 2 years after the termination of this Letter Agreement, Agent will keep confidential all of the terms, conditions and obligations of the Agreement and all confidential and/or proprietary information regarding Transporter or Shipper that Agent receives in connection with this Agency Agreement; provided, each Party may provide information only to the extent required to comply with its obligations hereunder or to meet the requirements of any law, court or regulatory agency having jurisdiction over the matter for which information is sought.
3. This Agency Letter Agreement is effective on the date that Transporter receives, via email or otherwise, an unaltered copy of this Agency Letter Agreement that has been executed by Shipper and Agent and shall continue in effect until terminated by any Party upon at least thirty (30) days prior written notice to the other Parties. Transporter shall return one fully executed copy to Shipper and Agent. Any termination must take effect on the last day of a month. The rights and obligations set forth in paragraphs 1 and 3 hereof shall commence on the first day of the month following three business days after Transporter's receipt of this Agency Letter Agreement executed by Shipper and Agent.

4. As consideration for Transporter's entering into this Agency Letter Agreement, Shipper and Agent each agree to fully indemnify and hold Transporter and its directors, officers, employees, and agents harmless from and against any and all liabilities, losses, claims, actions, costs, expenses, attorney's fees, court costs, judgments, penalties, interest, and other damages of every possible kind or character, which may arise out of or relate to Transporter's compliance with the terms and instructions of this Agency Letter Agreement.
  
5. The failure of Transporter at any time to require the performance by Shipper or Agent pursuant to the terms of this Agency Letter Agreement shall not affect in any way the right to require such performance at any later time nor shall the waiver by Transporter of a breach of Shipper's or Agent's obligations hereof be taken or held to be a waiver of such obligations.
  
6. This Agency Letter Agreement is to be construed in accordance with and governed by the laws of the state of Texas (other than any conflict of laws rule that would require the application of the laws of any other jurisdiction).
  
7. The Agreements listed on Exhibit A are hereby amended as necessary to facilitate the performance and receipt of agency services as outlined herein. In all other respects, the Agreements remain in effect according to their terms.

Agreed and Accepted by:

Shipper

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Transporter

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT "A"

This Exhibit "A" is attached to and made part of that certain Agency Letter Agreement between \_\_\_\_\_, Shipper, and \_\_\_\_\_, Agent.

This Agency Letter Agreement pertains to the following contracts between Shipper and Transporter:

<b><u>Transporter Contract No.:</u></b>	<b><u>Description of Contract:</u></b>
_____	_____
_____	_____
_____	_____
_____	_____